AGENDA

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

February 13, 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.

TELECONFERENCE LOCATION
Council Member Flynn will be participating from a remote location: 16680 Compass Circle, Yorba Linda 92886. Members of the public are invited to attend at this location.

1. CALL TO ORDER

1.1. INVOCATION
Performed by Pastor Todd Oldenburg

1.2. PLEDGE OF ALLEGIANCE

1.3. ROLL CALL

2. AGENDA APPROVAL

2.0. AGENDA APPROVAL

3. PRESENTATIONS

3.1 Proclamation for American Heart Month
Recommendation: Proclaim February 2024 American Heart Month.

3.2 Proclamation for Black History Month
Recommendation: Proclaim February 2024 Black History Month.

3.3 Proclamation for National Engineers Week
Recommendation: Proclaim February 18-24, 2024 Engineers Week.

3.4 Quarterly Small Business Recognition - Donut De-Lite
Recommendation: Staff respectfully recommends City Council recognize Donut De-Lite, an exceptional small business within the City.

4. REPORT ON CLOSED SESSION

Serita Young, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1. PUBLIC COMMENTS

5.2. CORRESPONDENCE

5.3. APPOINTMENTS

5.4. CITY COUNCIL COMMITTEE REPORTS

5.5. CITY MANAGER'S REPORT

5.6. CITY ATTORNEY'S REPORT

5.7. CITY TREASURER'S REPORT

6. CONSENT ITEMS

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

6.1 Approval of the Meeting Minutes for the January 9, 2024 City Council Meetings
Recommendation: Approve the minutes of the January 9, 2024 City Council Meetings.

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

6.3 Receive and File Cash and Investments Report for the Month of December 2023
Recommendation: That City Council receive and file Cash and Investment Report for December 2023 on this day, February 13, 2024, in accordance with California Government Code 53646.

6.4 Receipts, Disbursements, & Fund Balances Reporting for November and December 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date
Recommendation: Receive and file Receipts, Disbursements, & Fund Balances Reporting for November and December 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date Interactive Report.

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

6.6 Receive and File Fire Protection Services Statistics for the Month of December 2023 and Annual Report for 2023
Recommendation: Receive and File Fire Department statistics for the month of December 2023 and the Annual Report for 2023.

6.7 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.

6.8 Receive and File Code Enforcement Update and Statistics for the Month of December 2023
Recommendation: Receive and File Code Enforcement Update and Statistics for the Month of December, 2023.

6.9 Parks and Recreation Report of Monthly activities through the 2nd quarter of Fiscal Year 2023/2024 – December 2023
Recommendation: That the City Council receive and file the monthly activities report for December 2023.

6.10 Consideration of Amendment No. 1 to the Purchase Order with Couts Heating and Cooling, Inc. of Corona, California for As-Needed HVAC services for City of Banning facilities in the amount of $15,000 for a total purchase order of $40,000
Recommendation: Staff recommends that the City Council:
1. Approve Amendment No. 1 to the purchase order with Couts Heating and Cooling of Corona, Inc. of Corona, California for as-needed HVAC services for City of Banning facilities in the amount of $15,000 for a total purchase order of $40,000.
2. Authorizes the City Manager or designee to make necessary budget adjustments, appropriations, and transfers related to Amendment No. 1 to the purchase order with Couts Heating and Cooling, Inc. for as-needed HVAC services.
3. Authorizes the City Manager to execute Amendment No. 1 to the purchase order.

6.11 Accept as Complete Various Public Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration
Recommendation: Staff recommends that City Council accept as complete various public improvements related to the Atwell Specific Plan Development and authorize the 90% exoneration of those bonds covering those public improvements.

6.12 Consideration of Resolution 2024-16, Approving Community Development Block Grant Consolidated Plan Needs Assessment for 2024-2029
Recommendation: Staff recommends Council adopt Resolution 2024-16, Approving the Community Development Block Grant ("CDBG") Consolidated Plans Needs Assessment for 2024-2029.

6.13 Consideration of Resolution 2024-17, Approving Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for an Additional Amount of $50,324.36 for the Design of the San Gorgonio Avenue and Railroad At-Grade Crossing Safety Improvements
Recommendation: Staff recommends that the City Council adopt Resolution 2024-17.

6.14 Consideration of Resolution 2024-18, Approving an Updated Service Plan for Banning Connect Transit Services
Recommendation: Staff recommends that City Council adopt Resolution 2024-18.

6.15 Consideration of Resolution 2024-19, Approving the Reprogramming of Community Development Grant (CDBG) Funds for FY 2024-2025 in the Amount of $30,000 from Fire Station #89 to the Dysart Park Bleacher Project
Recommendation: Staff recommends adoption of Resolution 2024-19, approving the reprogramming of CDBG funds for FY 2024-2025 in the amount of $30,000 from Fire Station #89 to the Dysart Park Bleacher Project.

6.16 Consideration of Resolution 2024-20, Authorizing the Acceptance of the Donation of Three (3) BMW Police Motorcycles from the City of Riverside Police Department.
Recommendation: City staff recommends that the City Council adopt Resolution 2024-20.

6.17 Consideration of Resolution 2024-21, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2024/2025

Recommendation: Staff recommends that City Council adopt Resolution 2024-21, initiating proceedings to update Landscape Maintenance District No. 1 for Fiscal Year 2024/2025 in order to prepare the assessments of the area.

6.18 Consideration of Resolution 2024-22, Approving the Purchase of 50 Motorola APX NEXT Radios and Accessories
Recommendation: Staff recommends the City Council adopt Resolution 2024-22.

6.19 Consideration of Resolution 2024-23, Approving the Sole-Sourced Emergency Site Clean-up, Damaged Equipment Removal, Environmental Site Remediation and Security Guard Services Due to a Vandalism Fire at the Electric Utility's Alola Substation at an Updated Total Expense of $382,206.57
Recommendation: Staff recommends that the City Council adopt Resolution 2024-23.

6.20 Consideration of Resolution 2024-24, Approving the "Amended and Restated City of Banning Fee Agreement with Thompson Coburn LLP For Special Counsel Services" for an 8% Annual Increase in Hourly Legal Rates and to Update, Restate, and Amend Obsolete Provisions in the Agreement
Recommendation: Staff recommends that the City Council adopt Resolution 2024-24.

6.21 Consideration of Resolution 2024-26, Approving SATEC ExpertPower Software-as-a-Service (SaaS) Agreement
Recommendation: City staff recommends that the City Council adopt Resolution 2024-26.

6.22 Consideration of Resolution 2024-28, Approving an InfoSend Master Service Agreement to Provide Data-Processing, Printing, and Mailing Services for Utility Billing
Recommendation: City staff recommends that the City Council adopt Resolution 2024-28, renewing a contract with InfoSend with an initial 3-year term and two (2) consecutive (1) year term renewal options with InfoSend for data-processing, printing, and mailing services related to Utility Billing and community outreach.

6.23 Consideration of WSPP Agreement/Confirmation between the City of Banning and the City of Burbank, CA for the Sale of Project Energy Bundled with the Associated Renewable Energy Credits (RECs)
Recommendation: Staff recommends that the City Council approve the proposed WSPP Agreement/Confirmation between the City of Banning and the City of Burbank, CA for the sale of project energy bundled with the associated Renewable Energy Credits (RECs), and authorize the City Manager to execute the WSPP Agreement/Confirmation on behalf of City Council.

6.24 Second Reading and Adoption of 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
Recommendation: Staff recommends that the City Council adopt Ordinance 1599.

7. PUBLIC HEARINGS

7.1 Consideration and Introduction of Ordinance 1600, Amending the High Density Residential (HDR) and Very High Density Residential (VHDR) Zoning Districts by Amending the Definitions in Sections 17.08.010.B.8 and 17.08.010.B.11, Amending Existing Permitted Uses and Adding New Permitted and Conditionally Permitted Uses for the Very High Density Residential Zone in Section 17.08.020, and Adding Residential Development Standards for

the Very High Density Residential Zone in Section 17.08.030 (Chapter 17.08, Articles I & Ii); And Amending Commercial Zoning Districts (Chapter 17.12, Articles I & II) by Adding New Permitted and Conditionally Permitted Uses to Table 17.12.020 of the City of Banning Municipal Code (BMC) Allowing Special Needs Housing As Required Pursuant to Programs Contained in the 6th Cycle Housing Element and State Housing Law; And Making a Determination of Exemption From the California Environmental Quality Act

Recommendation: Staff recommends that the City Council waive full reading and introduce, as read by title only, Ordinance 1600, An Ordinance of the City of Banning, California, Amending the High Density Residential (HDR) and Very High Density Residential (VHDR) zoning districts by amending the definitions in Sections 17.08.010.B.8 and 17.08.010.B.11 of the Banning Municipal Code (BMC); Adding new Permitted and Conditionally permitted uses for the VHDR zone in Section 17.08.020 BMC; Adding Residential development standards for the VHDR zone in Section 17.08.030 BMC; and Amending Commercial Zoning Districts by Adding new Permitted and Conditionally Permitted Uses to Section 17.12.020 BMC allowing special needs housing as required by Programs contained in the recently adopted 6th Cycle Housing Element; and make a determination that the project is exempt from the California Environmental Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment, and direct Staff to file a Notice of Exemption for the project.

8. REPORTS OF OFFICERS

8.1 Consideration and Introduction of Ordinance 1597, 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.

8.2 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 pursuant to CEQA Guidelines 15060(c)(2)(3) and 15061(b)(3)

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.

8.3 Consideration of Resolution 2024-01 SA, Approving the Establishment of Recognized Obligation Payment Schedule (ROPS) 24-25 A and B for the Period of July 2024 through June 2025 and Approving Certain Related Actions

Recommendation: Staff recommends that the Successor Agency adopt Resolution 2024-01 SA.

8.4 Consider of Stagecoach Days Memorandum of Understanding (MOU)

Recommendation: A motion to notify Stagecoach Days Association of the City's intent to extend the current MOU for one year with a termination date of June 21, 2025. A second motion directing the City Manager to work with the Stagecoach Days Association President to negotiate a new MOU that will be effective June 22, 2025, upon City Council approval.

8.5 Consideration of Resolution 2024-25, Creating a Community Revitalization Investment Authority to Operate within the Community, and Making Certain Findings and Taking Certain Actions in Connection Therewith, and Resolution 2024-02 SA, Making Certain Findings Relating to the City of Banning's Creation of a Community Revitalization Investment Authority

to Operate within the Community
Recommendation: 1) That the Successor Agency adopt Resolution 2024-02 SA; and 2) That the City Council adopt Resolution 2024-25.

8.6 Consideration and Adoption of Resolution 2024-27, A Resolution of the City Council of the City of Banning, California, Authorizing a Waiver of Fees in an Amount Not to Exceed $20,000 for Habitat-for-Humanity of the San Gorgonio Pass, Associated with the Processing of a Tentative Parcel Map (TPM) on Three Parcels Located at the Southwest Corner of W. Wilson Street and N. 8th Street in the City of Banning (APNs: 540-033-045, -046, and -047)
Recommendation: City staff recommends that the City Council adopt Resolution 2024-27.

9. DISCUSSION ITEMS

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 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. ITEMS 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. Cannabis Ordinance/Moratorium (Flynn)
12. Use of Personal Cell Phones on Dais (Flynn)
13. Zoom Options for Public Meetings (Flynn)
14. Ring of Honor Committee (Minjares)

11. ADJOURNMENT

Next Regular Meeting – February 27, 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

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** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Proclamation for American Heart Month**

RECOMMENDATION:
Proclaim February 2024 American Heart Month.

BACKGROUND:
February is American Heart Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - American Heart Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS *in the United States, cardiovascular disease, including heart disease, stroke and high blood pressure, is responsible for one out of every three deaths; and*

WHEREAS *cardiovascular disease is the number one killer of both men and women, and it is the leading cause of serious illness and disability in the United States; and*

WHEREAS *cardiovascular disease affects Americans across all backgrounds and nearly half of all adults have at least one risk factor and many of these individuals, who are at high risk, often do not know; and*

WHEREAS *in acknowledgement of the importance of the ongoing fight against cardiovascular disease, the Congress of the United States, by joint resolution on December 30, 1963, requested the President of the United States issue an annual proclamation designating February as "American Heart Month"; and*

WHEREAS *the National Heart, Lung and Blood Institute and other organizations around the country wear red on National Wear Red Day, celebrated on the first Friday in February to bring greater attention to heart disease as the leading cause of death for Americans; and*

WHEREAS *the City of Banning understands the importance of education and outreach on the importance of combatting this disease; and*

WHEREAS *the City of Banning's Parks and Recreation Department will be performing heart healthy outreach throughout the month of February 2024.*

WHEREAS *the parking lot lights in the Community Center will be lit up Red for the month of February as part of the Department's outreach efforts.*

NOW THEREFORE*, the City Council of the City of Banning do hereby proclaim and designate the Month of February 2024, as*

American Heart Month

BE IT PROCLAIMED *this 13th day of February, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Proclamation for Black History Month**

RECOMMENDATION:
Proclaim February 2024 Black History Month.

BACKGROUND:
February is Black History Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - Black History Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS, *the United States was established upon the profound but simple idea that all people are created equal and should be treated equally throughout their lives; and,*

WHEREAS, *in 1926, Dr. Carter G. Woodson, a Harvard Scholar, established the observance of Black and African American History, to reveal the contributions, achievements, and involvement of Black and African American people in the development of our American democracy; and,*

WHEREAS, *Black and African Americans have made innumerable contributions that have enriched America and the lives of every American; and every American should acknowledge and express thankfulness for these contributions; and,*

WHEREAS, *throughout the arc of history to the present day, Black and African Americans have experienced and endured the inhumanity of injustices and inequities; and,*

WHEREAS, *we must acknowledge and pay tribute to the generations of individuals who struggled with adversity, risked their lives for justice, fought a fight that at times seemed impossible to win, and continue to fight for equality; and,*

WHEREAS, *Black and African Americans are engaged throughout our community as our friends and neighbors, scholars, teachers, business people, leaders, and contributors to our quality of life.*

NOW THEREFORE*, I, Alberto Sanchez, Mayor of the City of Banning, do hereby proclaim the month of February 2024 as*

Black History Month

BE IT PROCLAIMED *this 13th day of February, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Art Vela, Director of Public Works**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Proclamation for National Engineers Week**

RECOMMENDATION:
Proclaim February 18-24, 2024 Engineers Week.

BACKGROUND:
February 18-24, 2024 is National Engineers Week.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - Engineers Week.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS, *Engineers use their scientific and technical knowledge and skills in creative and innovative ways to fulfill society's needs; and,*

WHEREAS, *Engineers face the major technological challenges of our time – from rebuilding towns devastated by natural disaster, cleaning up the environment, and assuring safe, clean, and efficient sources of energy, to designing information systems that will speed our country into the future; and,*

WHEREAS, *Engineers are encouraging our young math and science students to realize the practical power of their knowledge; and,*

WHEREAS, *We will look more than ever to engineers and their knowledge and skills to meet the challenges of the twenty-first century; and,*

WHEREAS, *Engineers within the City of Banning work to ensure the services expected by our citizens are met on a daily basis, to ensure they will continue to be met into the future, and to ensure Banning can meet future challenges.*

NOW THEREFORE*, I, Alberto Sanchez, Mayor of the City of Banning, do hereby proclaim the week of*

February 18 - 24, 2024
National Engineers Week

BE IT PROCLAIMED *this 13th day of February, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk** **Marisol Lopez, Economic Development Manager**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Quarterly Small Business Recognition - Donut De-Lite**

RECOMMENDATION:

Staff respectfully recommends City Council recognize Donut De-Lite, an exceptional small business within the City.

BACKGROUND:

Every quarter, the City recognizes one of its outstanding small businesses. The businesses get recognized at a City Council meeting and highlighted on the City's website and social media.

JUSTIFICATION:

California's small businesses account for over 99% of total businesses in the state and employ more than 7 million people. Small businesses are crucial to the City's local economy.

FISCAL IMPACT:

None

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Banning Small Business Recognition.pdf

City of Banning

Small Business Recognition

PRESENTED TO

Donut De-Lite

*This City of Banning recognizes **Donut De-Lite** for being an exceptional small business. The City Council thanks you for showing pride and commitment to enriching the Banning community.*

Presented on this 13th day of February, 2024

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the January 9, 2024 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the January 9, 2024 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. 2024 01 09 Minutes Special Meeting Workshop.pdf
2. 2024 01 09 Minutes Regular Meeting Revised.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 **1/9/2024**
CITY COUNCIL **SPECIAL MEETING**

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

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn

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 4:00 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

None

3. WORKSHOP

3.1. Consideration of 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.

Tim Bevins, Consultant, presented to City Council.

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:41 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


Banning Downtown Revitalization and Complete Streets Plan
City Council
City of Banning | 1/9/2023
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



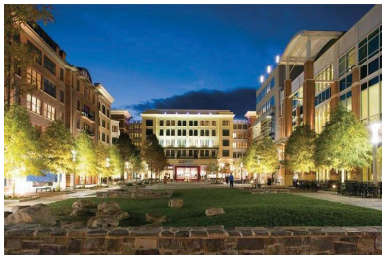
The project corridor runs approximately a half-mile, between 8th Street to the west and Martin Street to the East, along Ramsey Street, Hays Street, and Livingston Street.

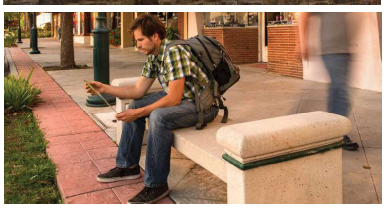
PRECEDENT IMAGERY | DOWNTOWNS







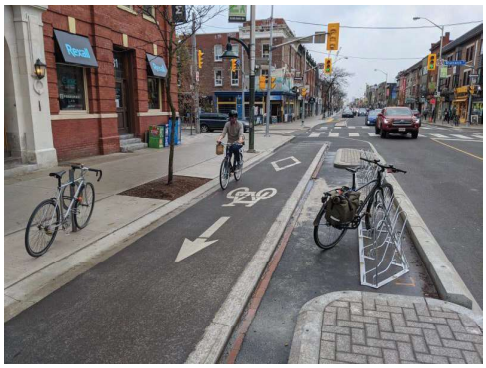




PRECEDENT IMAGERY | COMPLETE STREETS



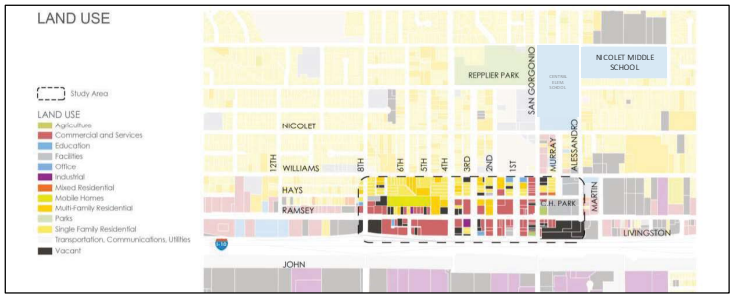


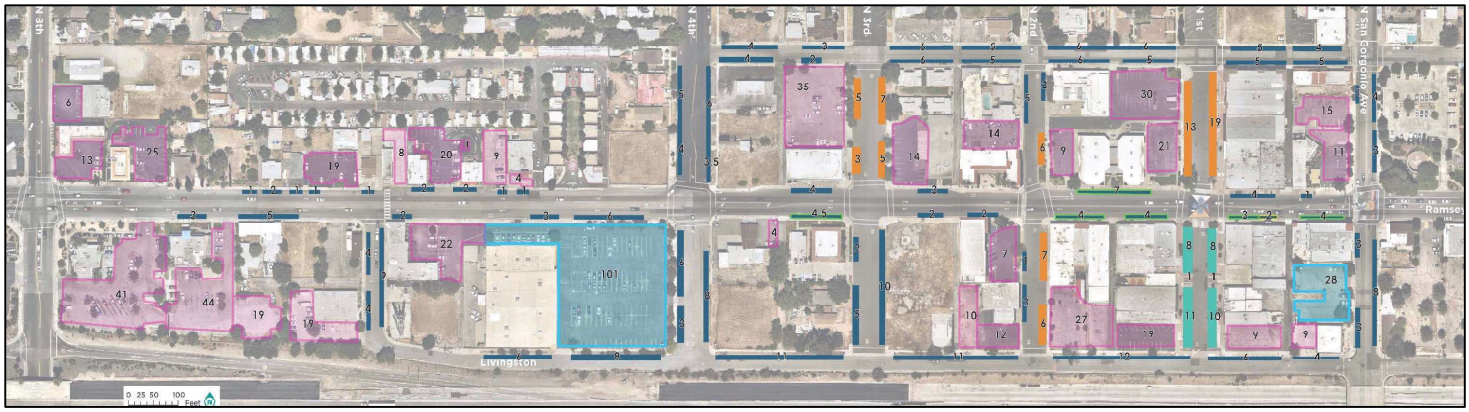

EXISTING CONDITIONS

Banning Downtown Revitalization and Complete Streets Plan

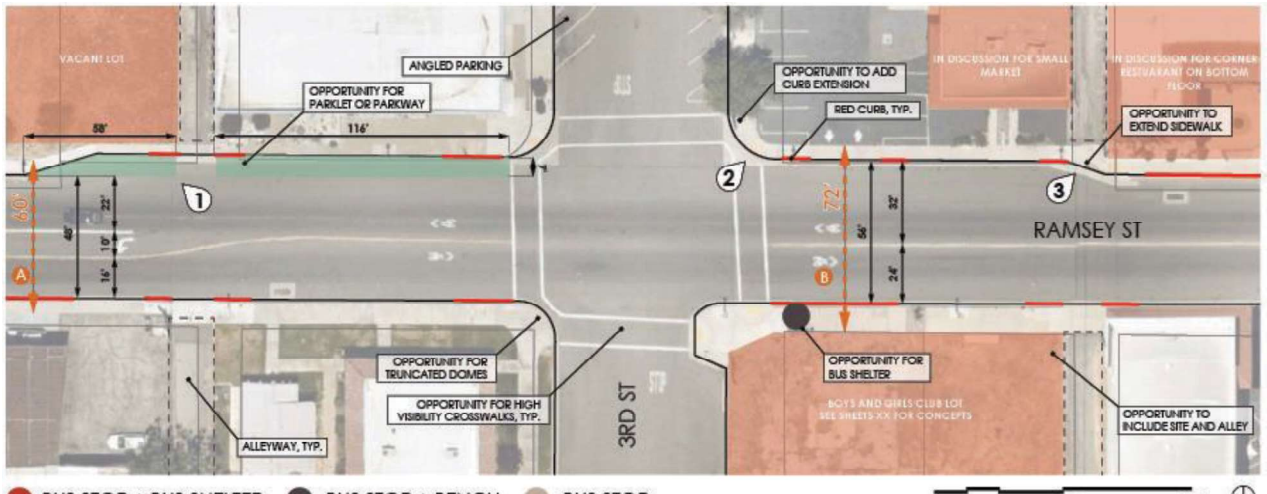
EXISTING CONDITIONS | BASE MAPPING



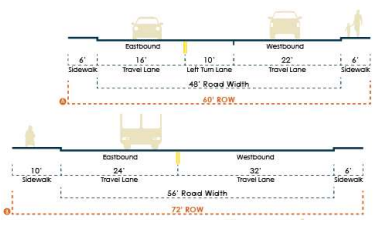




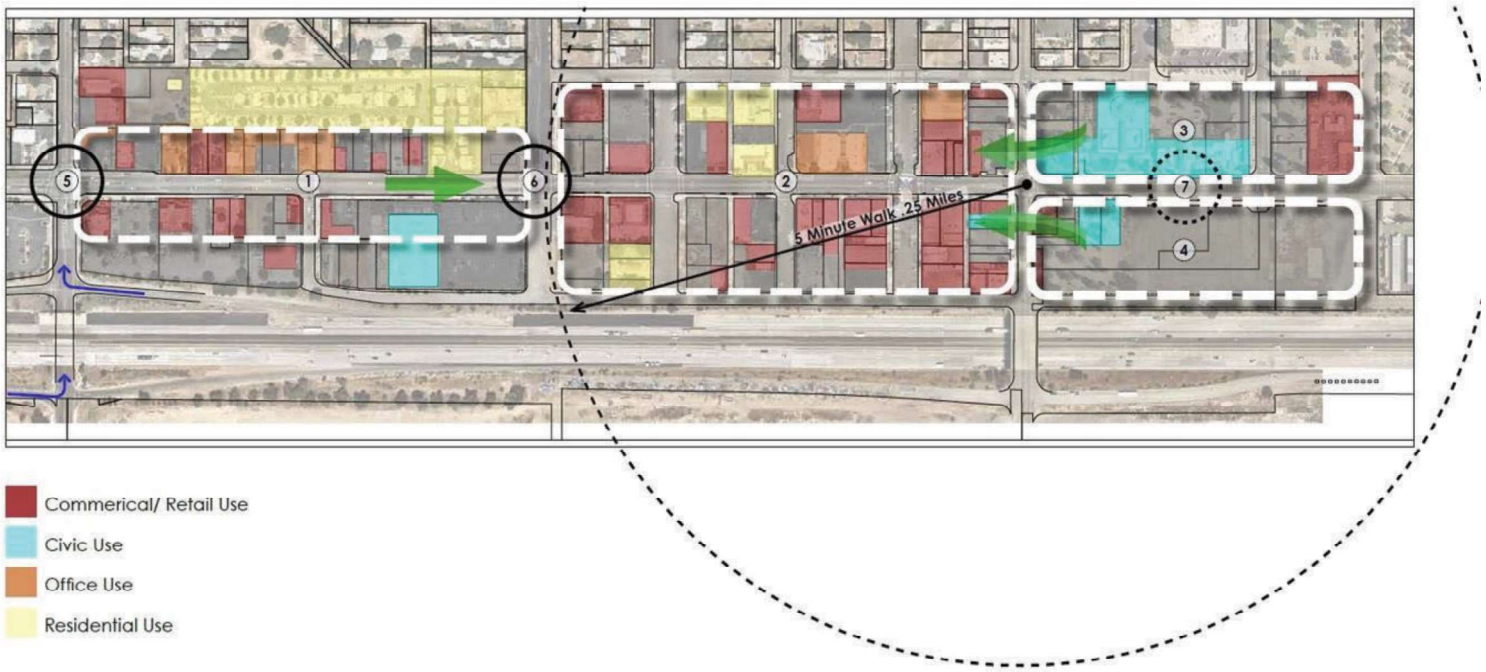
EXISTING CONDITIONS | OPPORTUNITIES & CONSTRAINTS





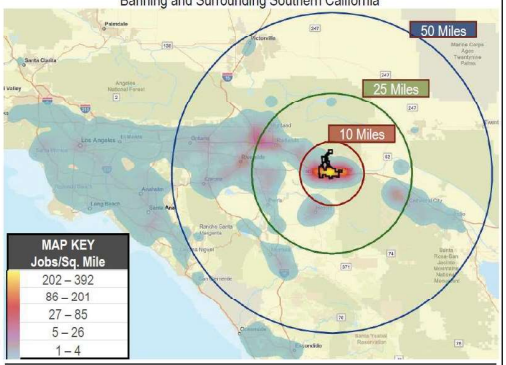


EXISTING CONDITIONS | URBAN REALM



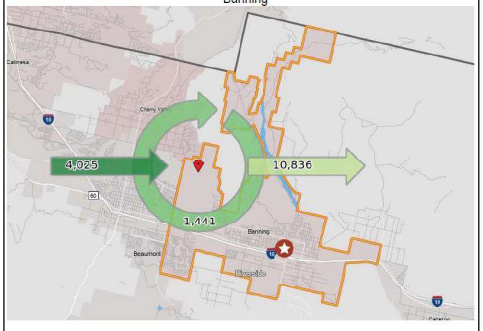
EXISTING CONDITIONS | MARKET ANALYSIS

Employment Locations of Residents, 2019
Banning and Surrounding Southern California



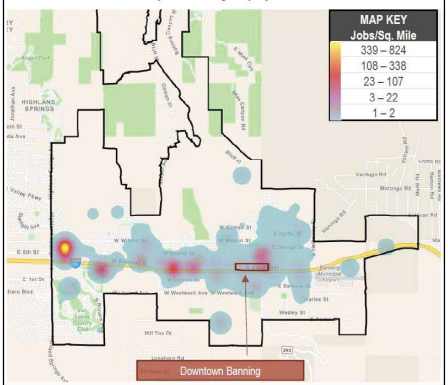
COMMUTE DISTANCE OF BANNING RESIDENTS	COUNT	SHARE
TOTAL PRIMARY JOBS	12,277	100%
Less than 10 miles	3,160	25.7%
10 to 24 miles	2,317	18.9%
25 to 50 miles	3,055	24.9%
Greater than 50 miles	3,745	30.5%

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

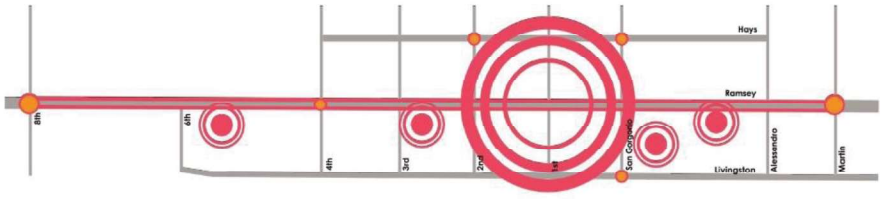
Public Realm, Mobility, and Land Use

Banning Downtown Revitalization and Complete Streets Plan

CONCEPTUAL APPROACHES

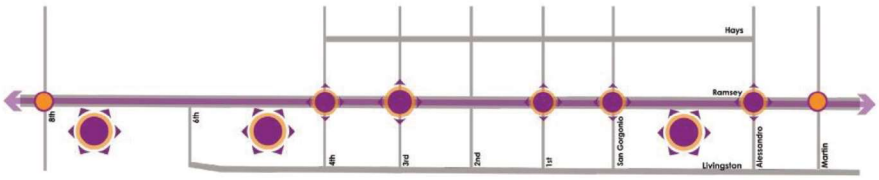
Alternative 1: The Spark

RESTORE DOWNTOWN AS THE HEART OF THE COMMUNITY



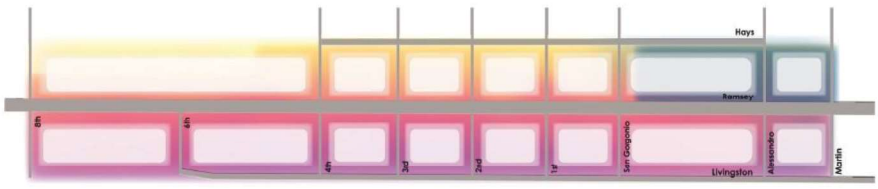
Alternative 2: Park + Play

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



55

LAND USE | CONCEPTS

1: The Spark

TRADITIONAL, MIXED-USE DOWNTOWN

PLACES FOR OUR COMMUNITY

SENSE OF DISCOVERY

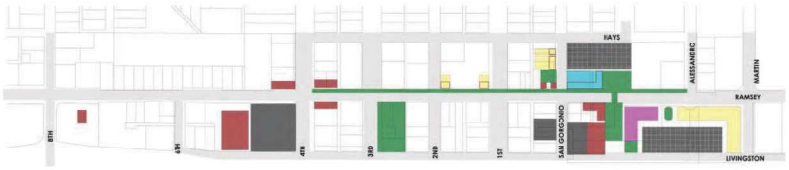


2: Park & Play

FRESH ENTERTAINMENT

DESTINATION FOR VISITORS

MAIN STREET PARK AND STROLL

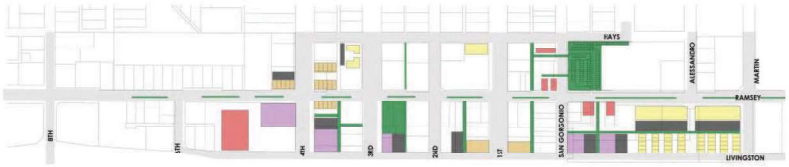


3: Gradient

LIVE/WORK COMMUNITY

SOFTENING AND GREENING

CUSTOMIZED PRODUCTION



59

COMMUNITY INPUT

Banning Downtown Revitalization and Complete Streets Plan

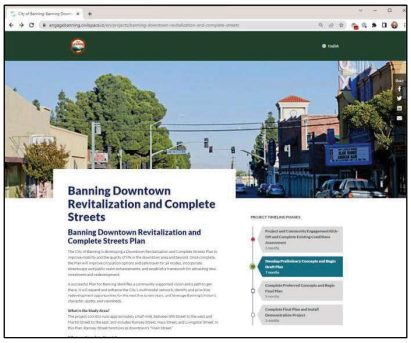
COMMUNITY INPUT | OUTREACH

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





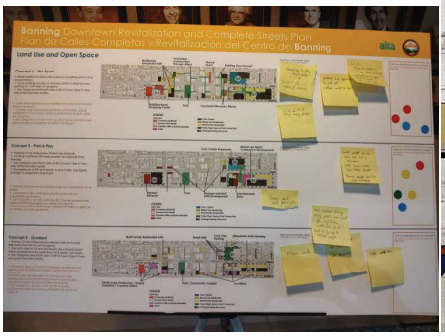




bit.ly/banningcompletestreets

COMMUNITY INPUT | WORKSHOPS

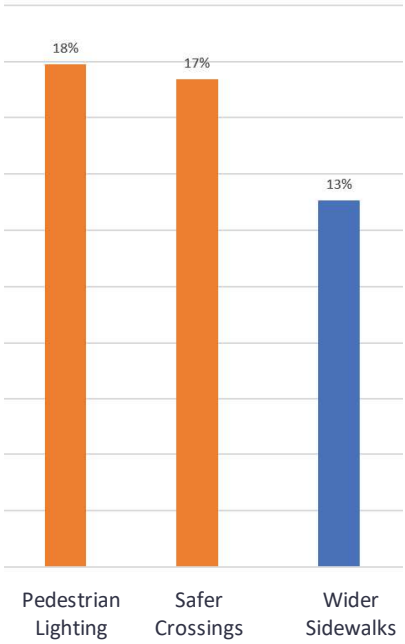






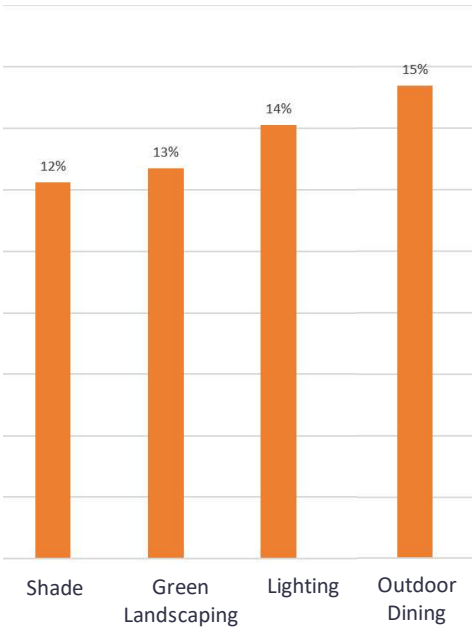
COMMUNITY INPUT | WALKING/BIKING/ROLLING DOWNTOWN

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



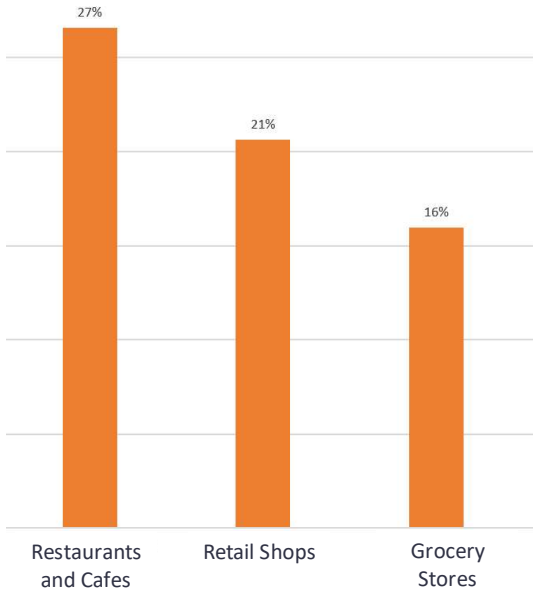
COMMUNITY INPUT | STREETSCAPE

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



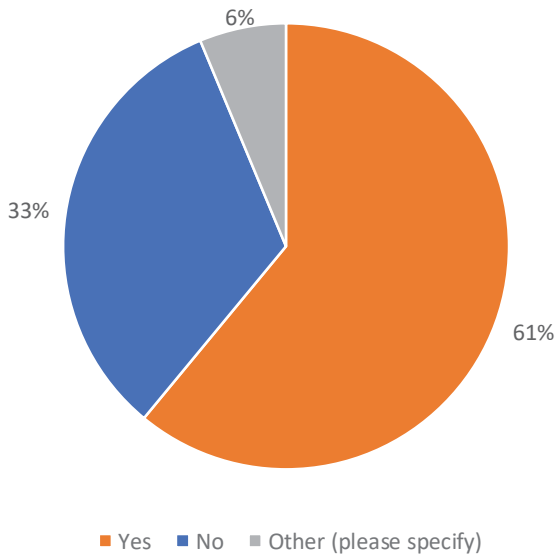
COMMUNITY INPUT | BUSINESSES

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?

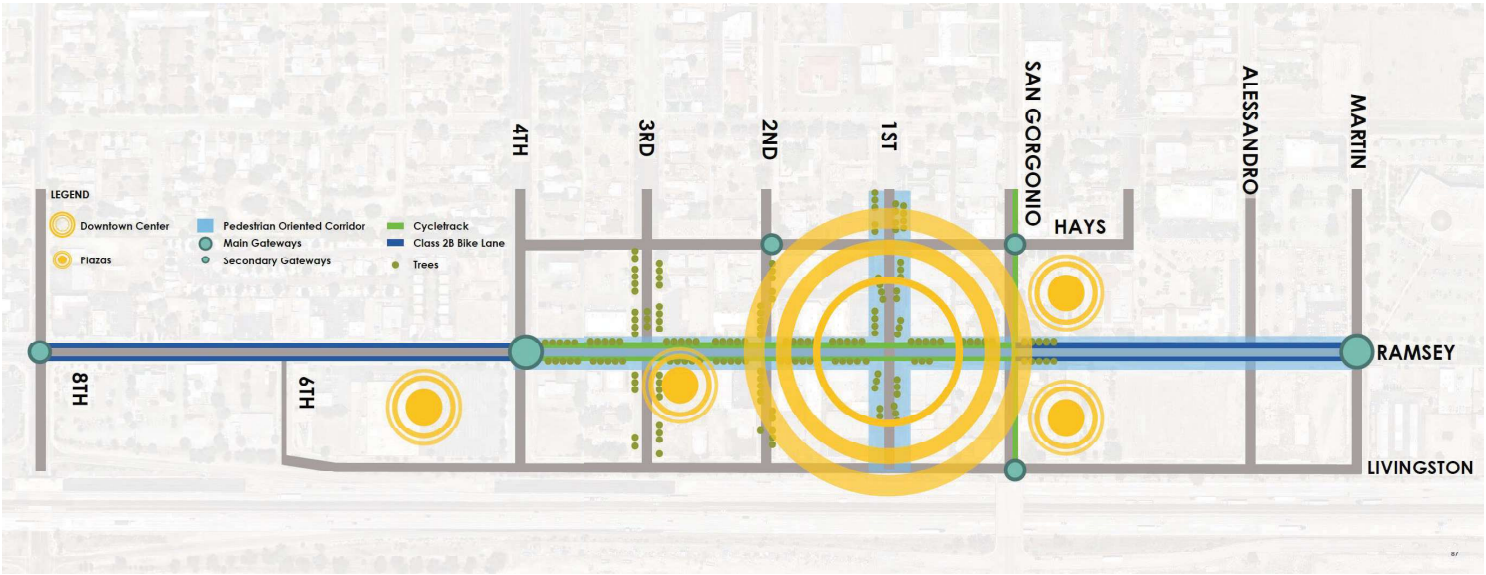


The Spark

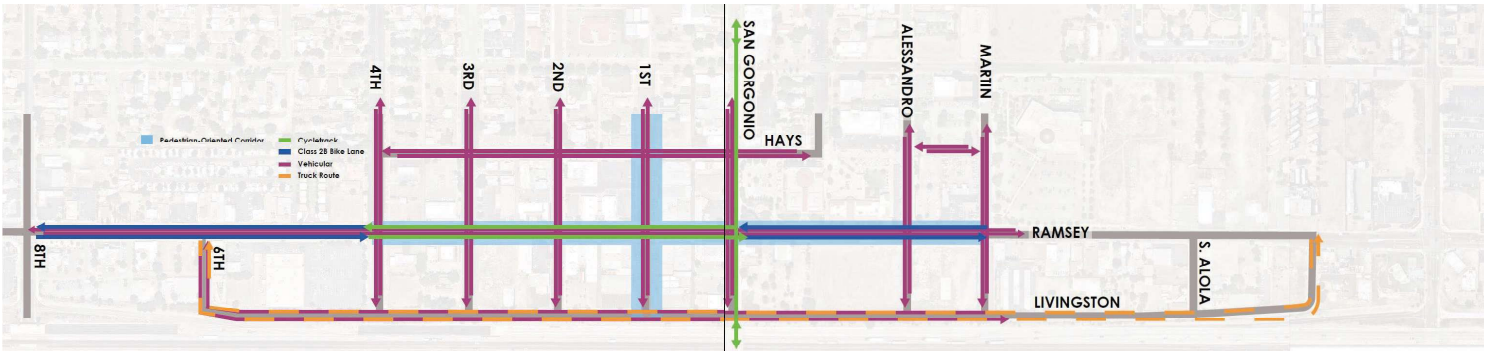
Restoring Downtown as the Heart of the Community

Banning Downtown Revitalization and Complete Streets Plan

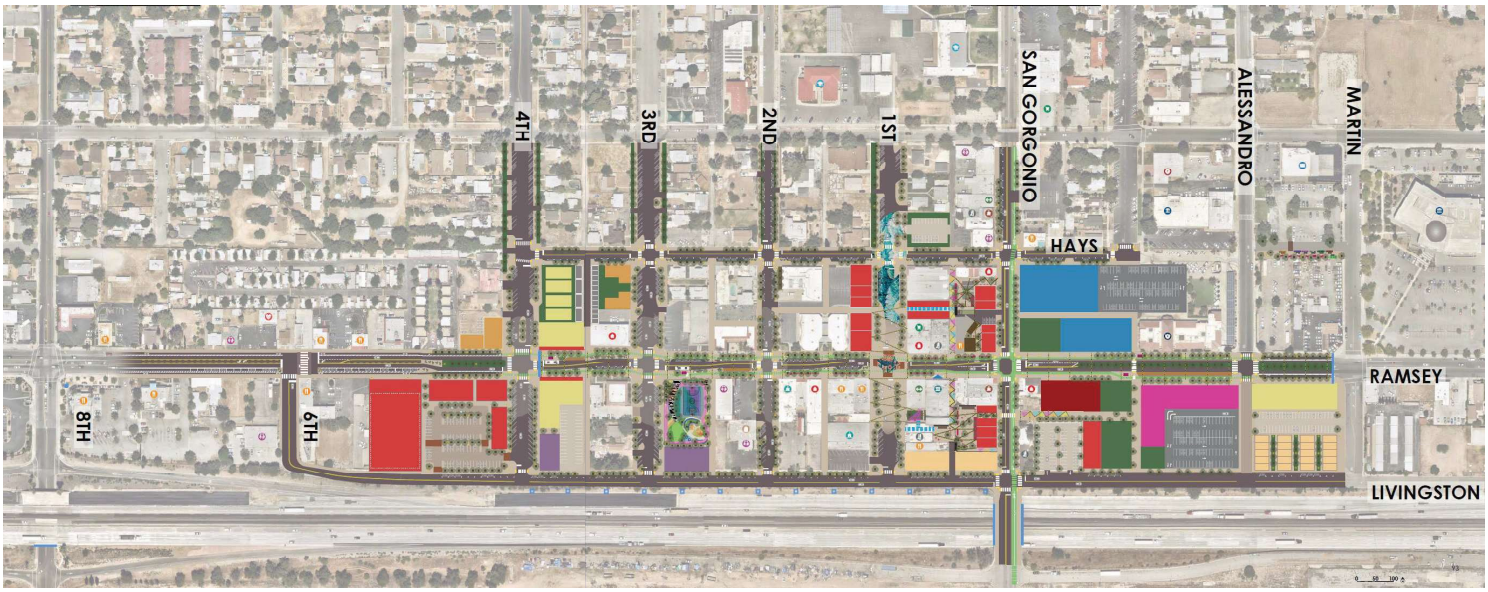
THE SPARK | KEY DESIGN MOVES



THE SPARK | CIRCULATION



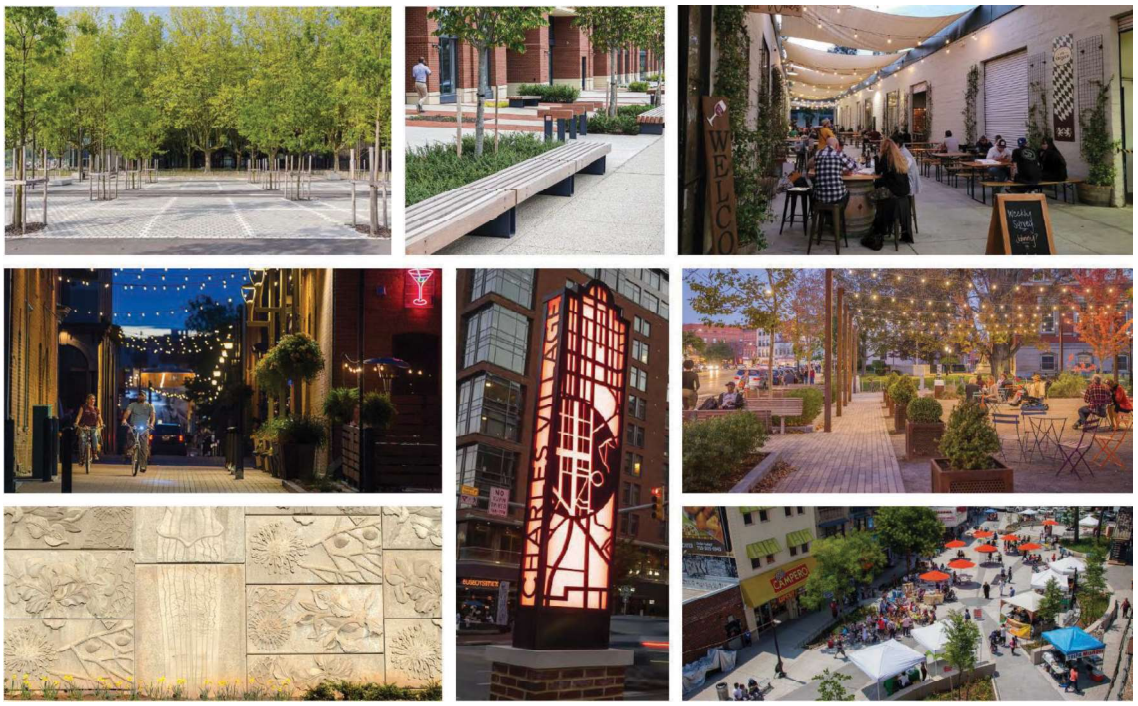
THE SPARK | FULL CONCEPT PLAN



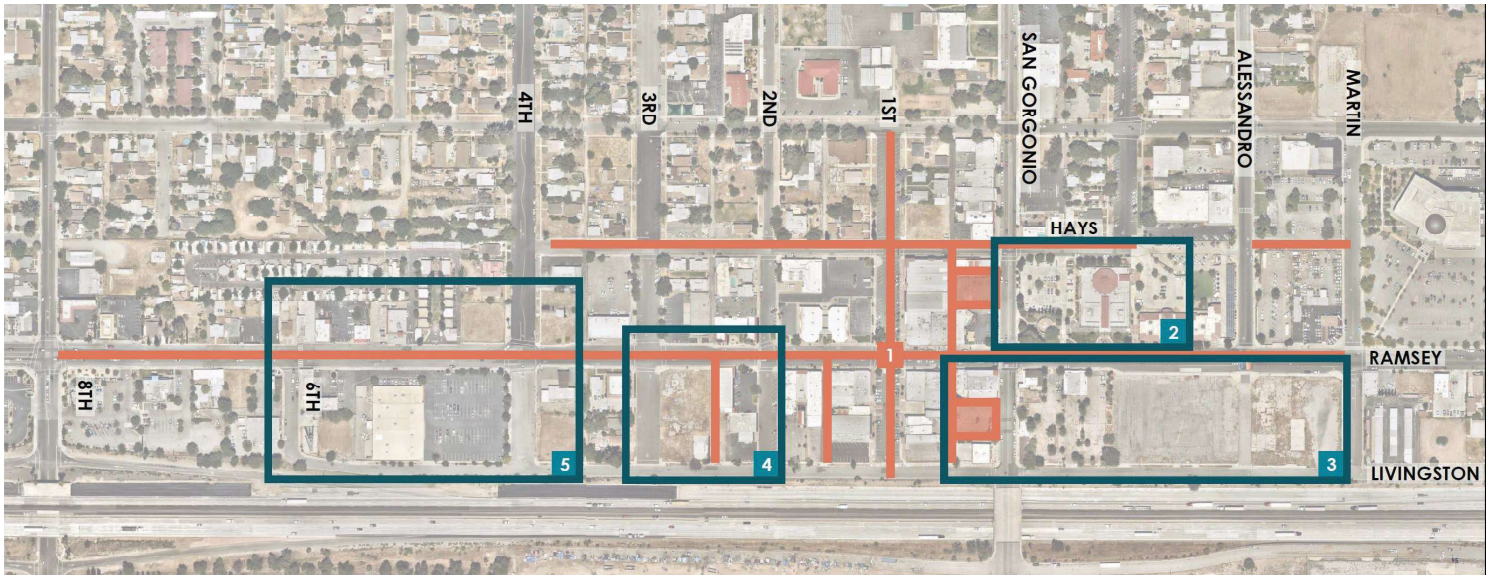
THE SPARK | LOOK AND FEEL



THE SPARK | LOOK AND FEEL

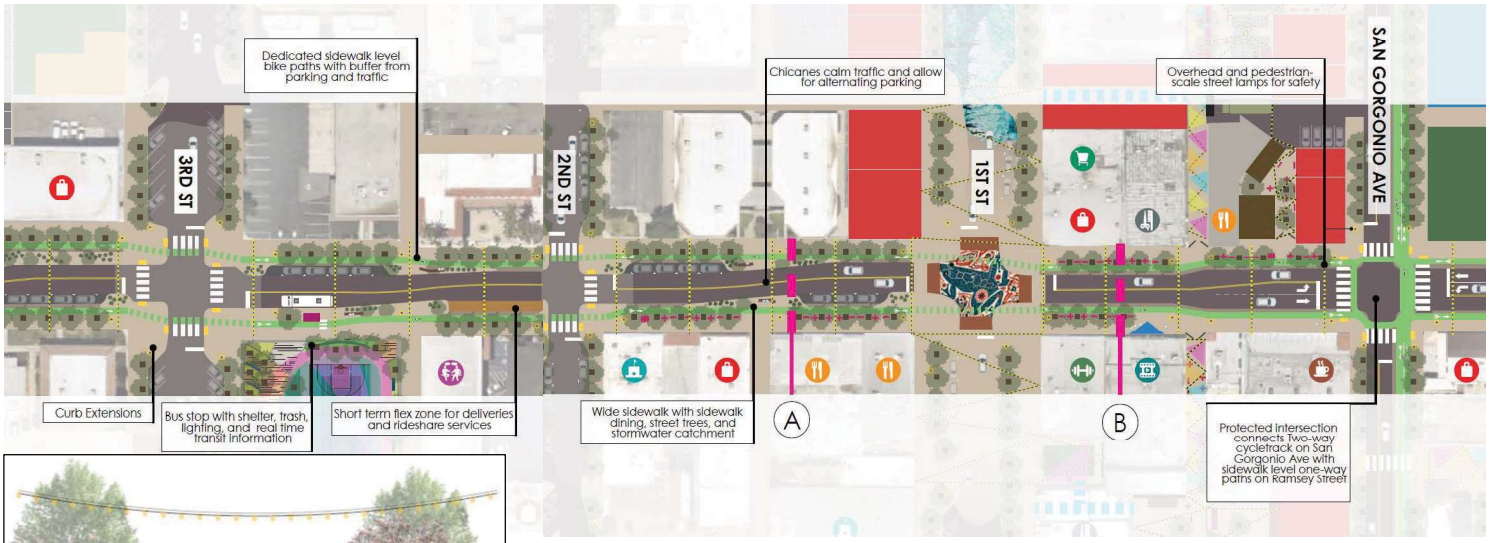


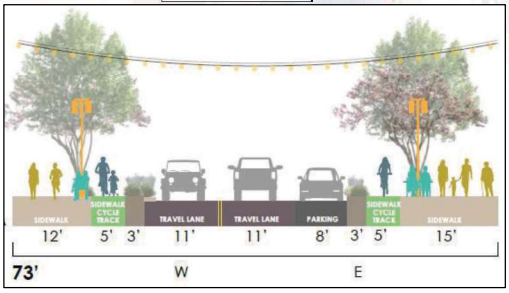
THE SPARK | AREAS OF FOCUS



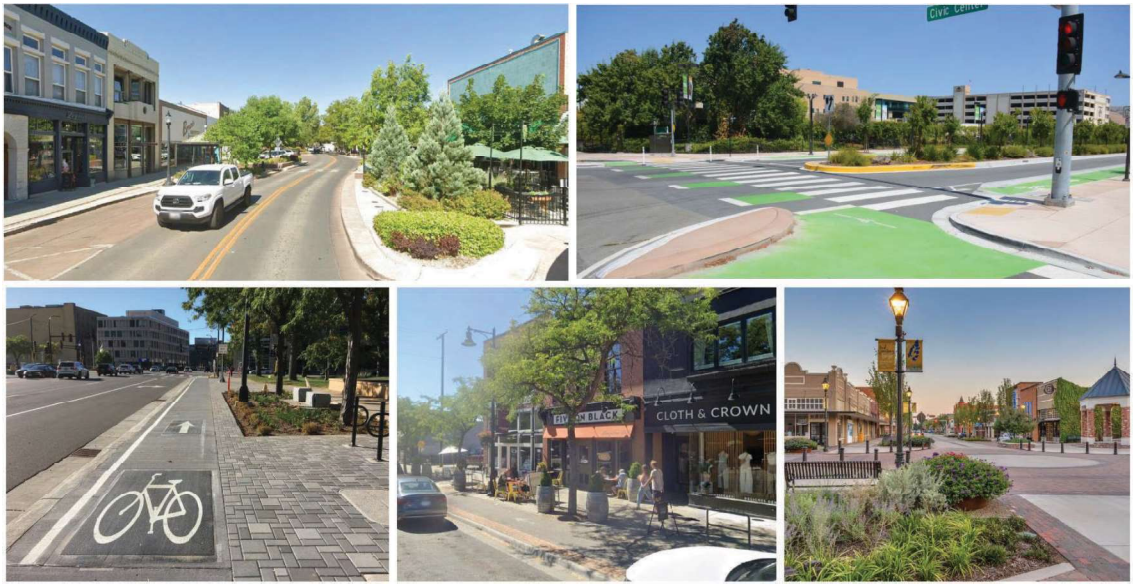
1. Ramsey + 1st
2. Civic Center
3. South East Lot
4. City Park
5. Shopping Center

THE SPARK | RAMSEY STREET

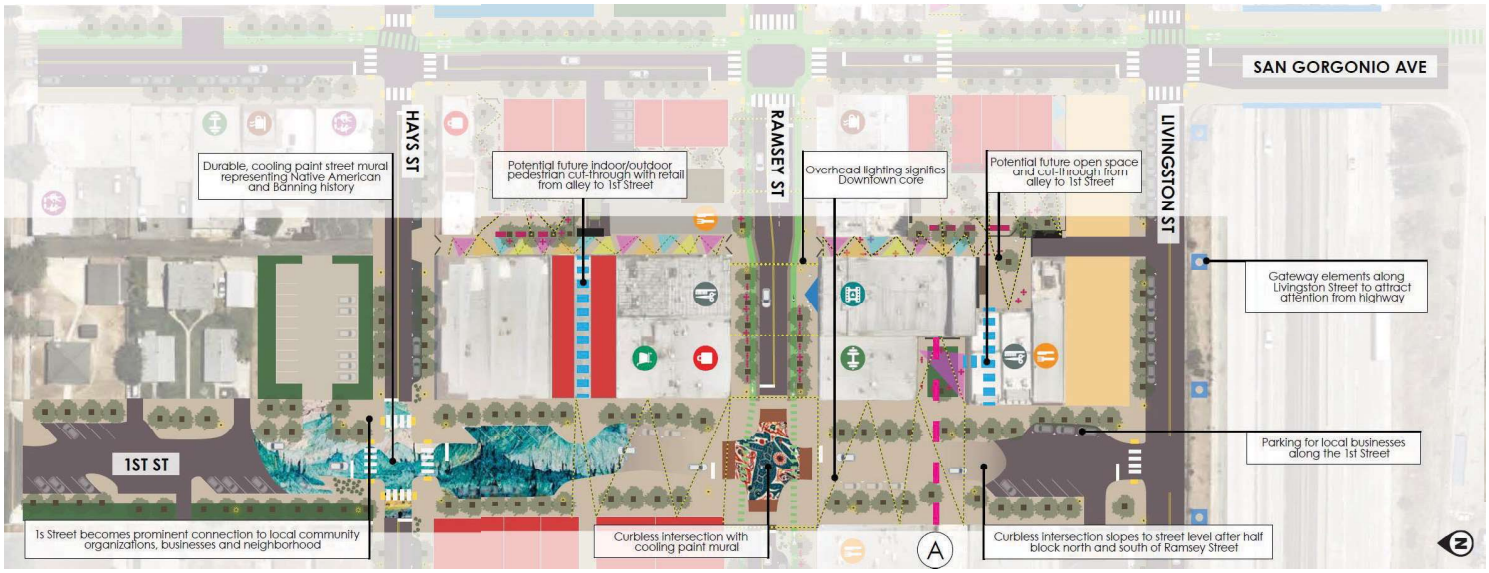




THE SPARK | RAMSEY STREET - PRECEDENT IMAGERY



THE SPARK | FIRST STREET



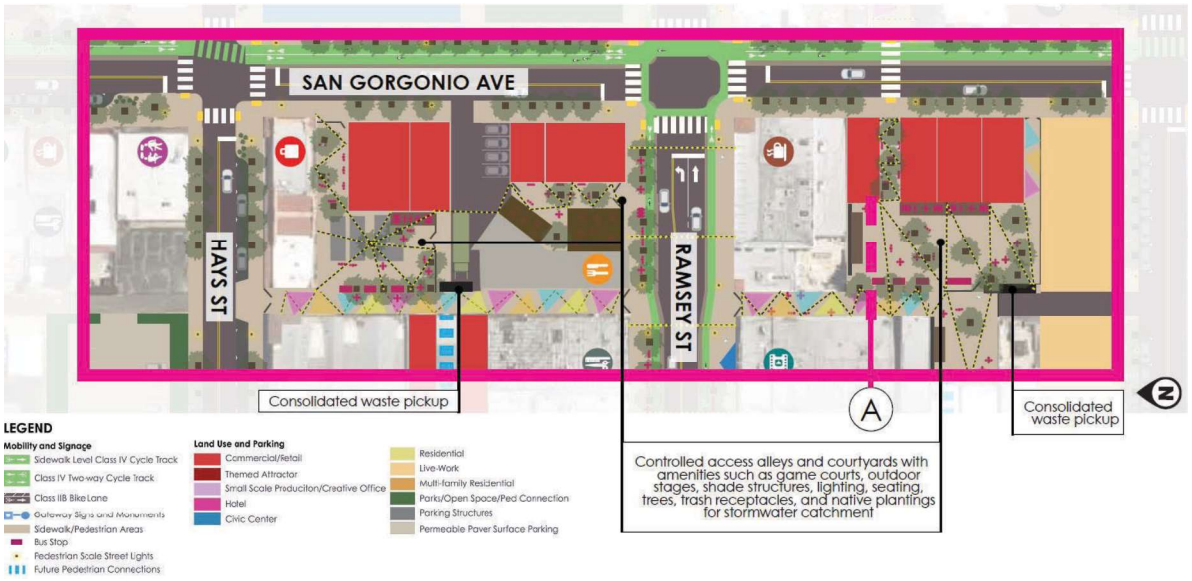
THE SPARK | FIRST STREET - PRECEDENT IMAGERY



THE SPARK | FIRST + RAMSEY – CONCEPTUAL VISION



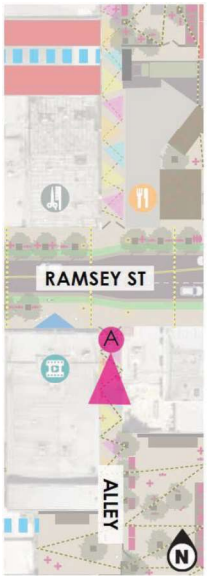
THE SPARK | ALLEYS



THE SPARK | ALLEYS – PRECEDENT IMAGERY

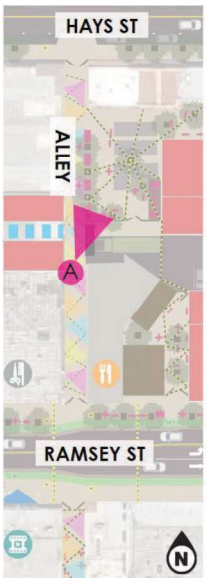


THE SPARK | ALLEYS – CONCEPTUAL VISION



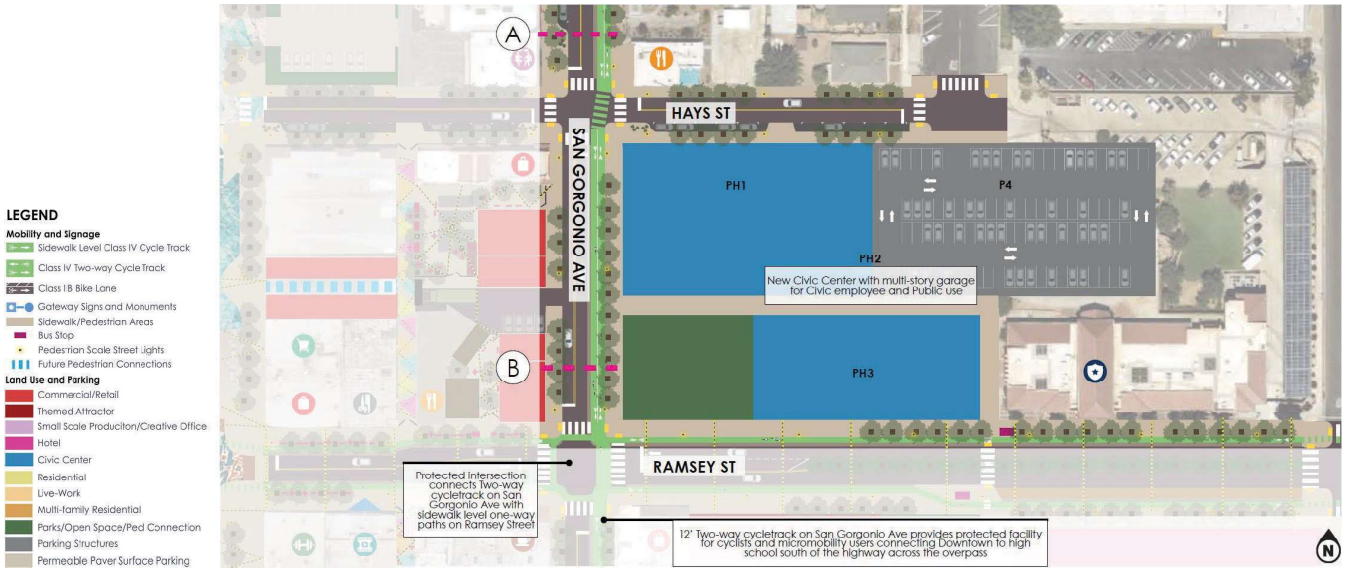


THE SPARK | ALLEYS – CONCEPTUAL VISION

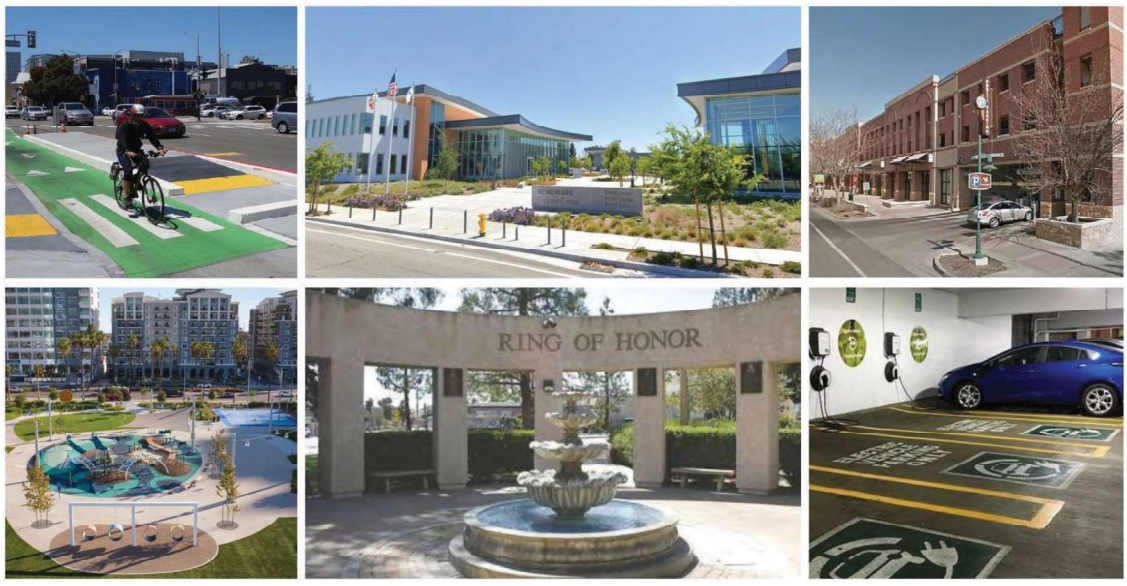




THE SPARK | CIVIC CENTER



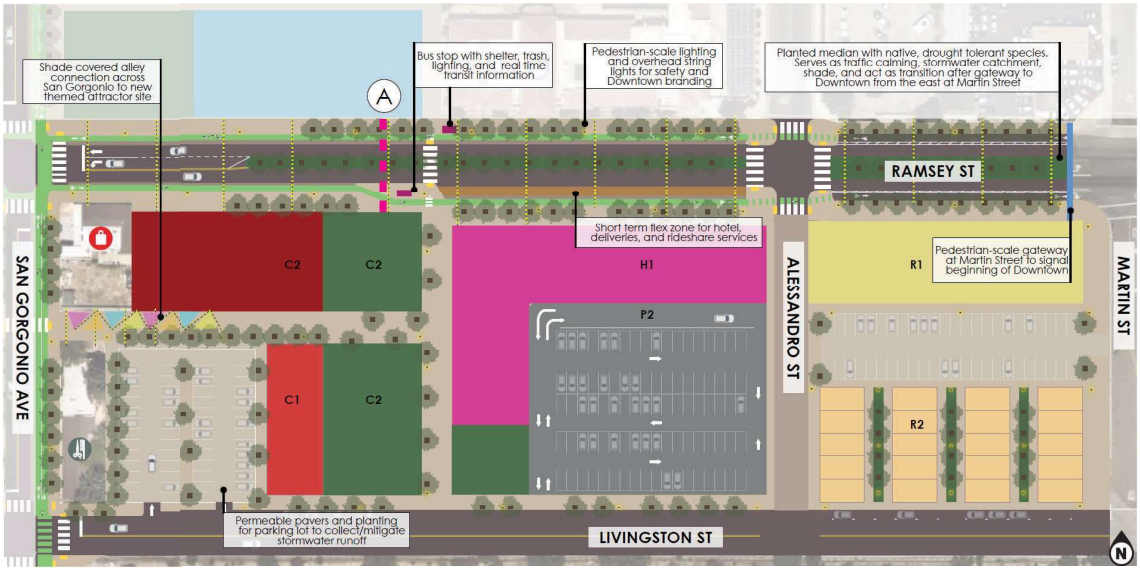
THE SPARK | CIVIC CENTER – PRECEDENT IMAGERY



THE SPARK | CIVIC CENTER – CONCEPTUAL VISION



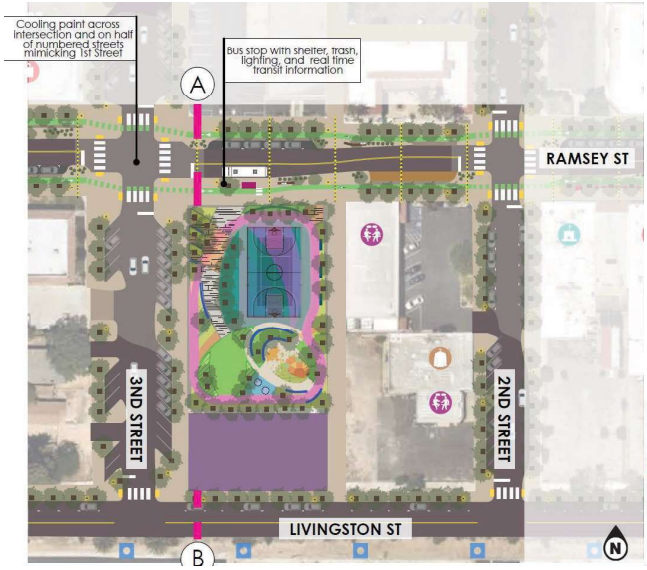
THE SPARK | SOUTH EAST LOT



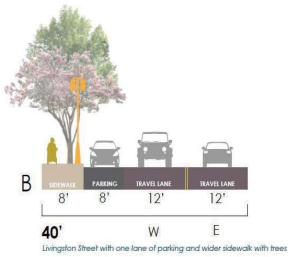
THE SPARK | SOUTH EAST LOT – PRECEDENT IMAGERY



THE SPARK | CITY PARK





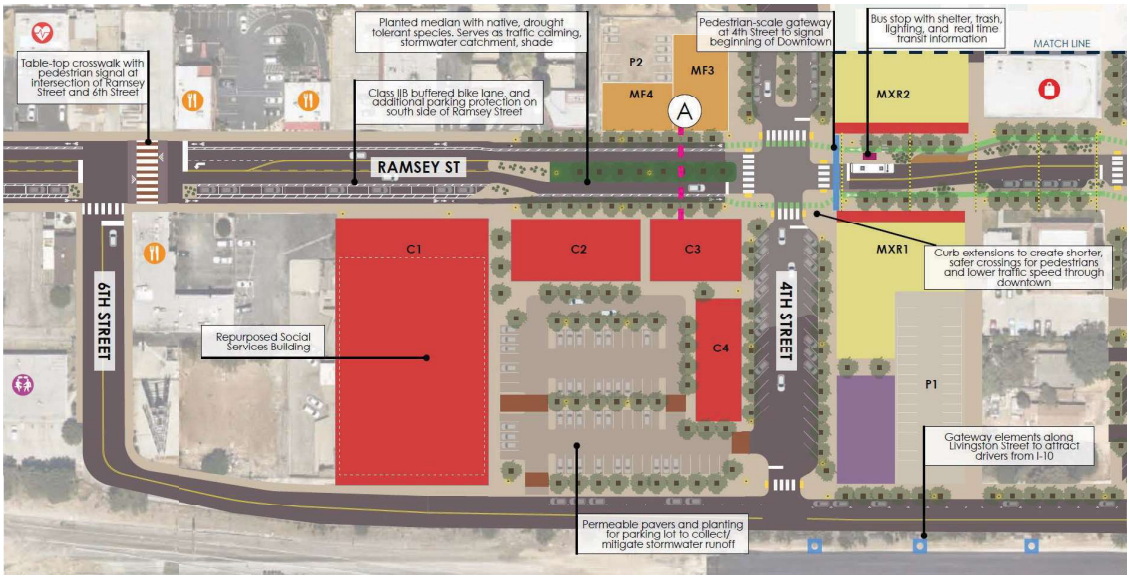




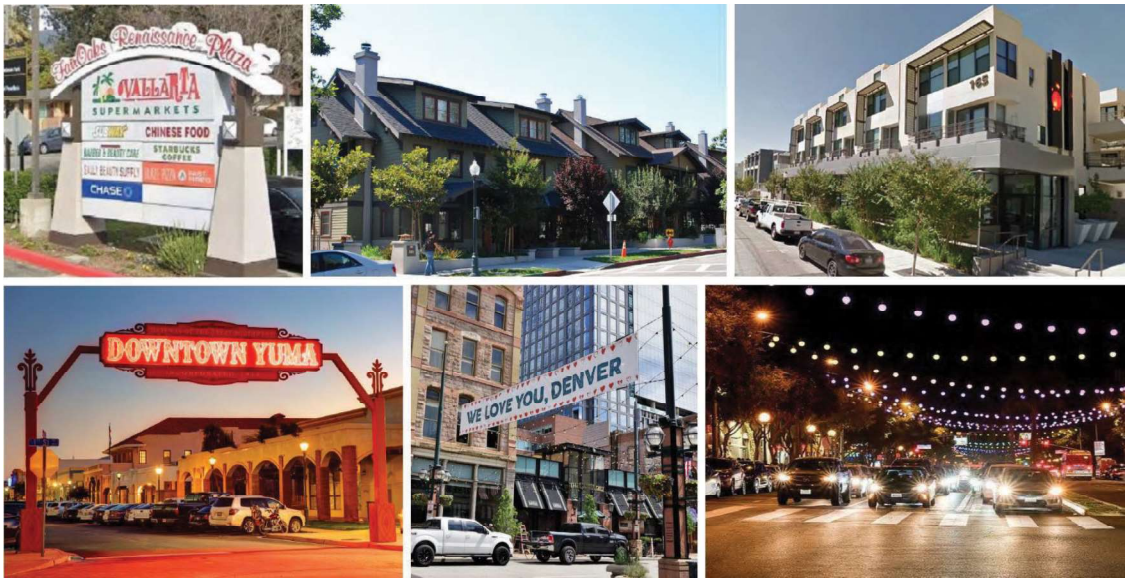




THE SPARK | SHOPPING CENTER



THE SPARK | SHOPPING CENTER – PRECEDENT IMAGERY



THE SPARK | SHOPPING CENTER – CONCEPTUAL VISION



THE SPARK | SCAG GO HUMAN DEMONSTRATIONS


Popup areas

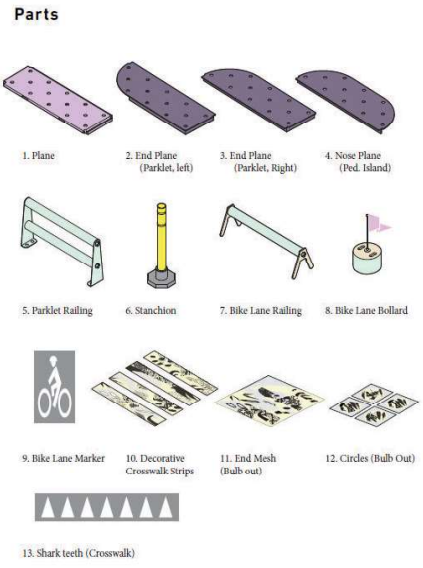

Popup areas

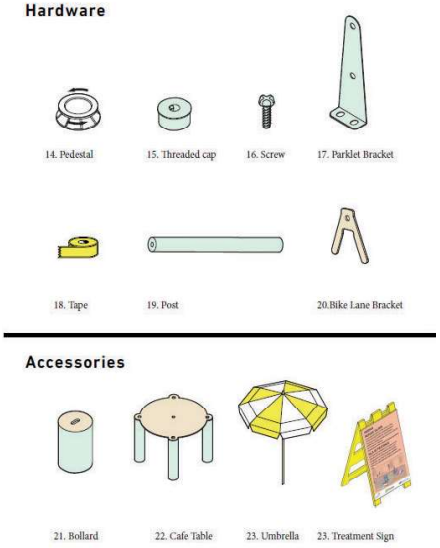

Decorative Crosswalk Strips


Parklet

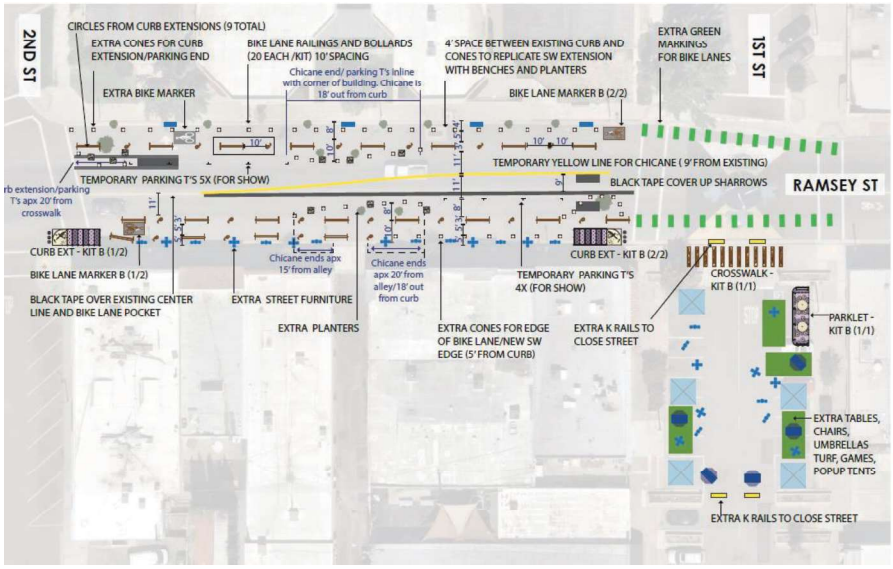

Bike Lane


Curb Extension



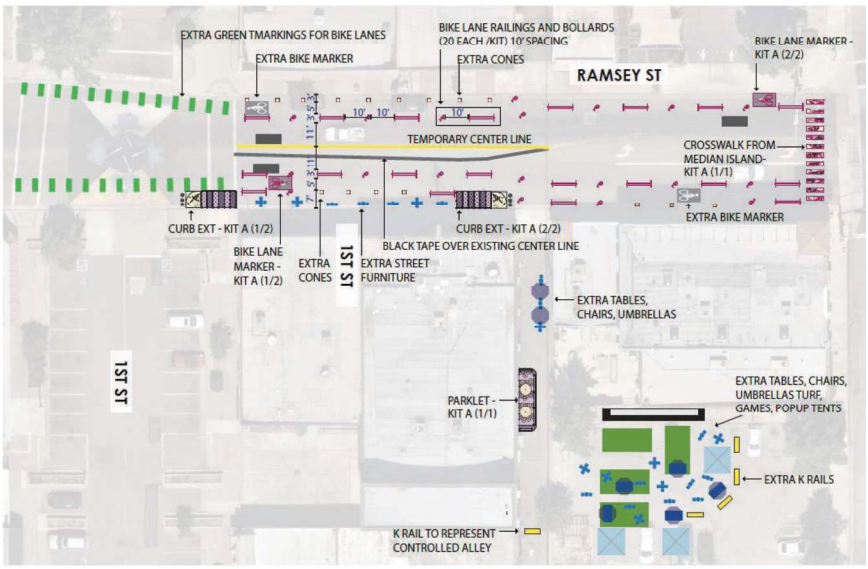


THE SPARK | SCAG GO HUMAN DEMONSTRATIONS



FIRST AND RAMSEY

THE SPARK | SCAG GO HUMAN DEMONSTRATIONS



ALLEY AND RAMSEY

THE SPARK| OPPORTUNITY SITES – CIVIC CENTER





CIVIC CENTER EXPANSION CONCEPT #1

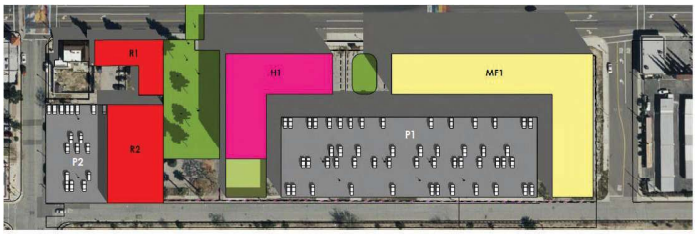
PH1 **PHASE 1:**
New City Hall expansion building to be located within current parking lot.
- **New Civic Area: 23,214 SF**

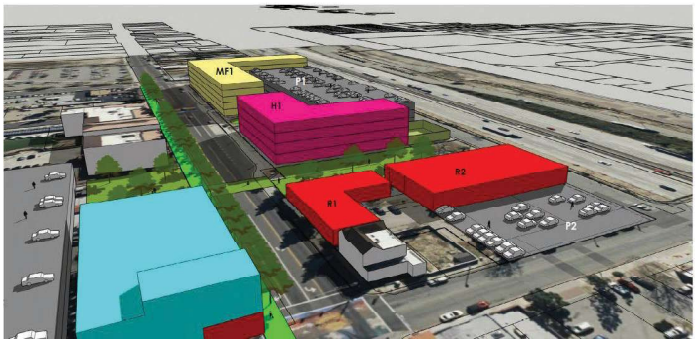
PH2 **PHASE 2:**
Demolish existing City Hall

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

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 **1/9/2024**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn*
Mayor Pro Tem Rick Minjares
Mayor Alberto Sanchez
Council Member 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
Adam Rush, Community Development Director

**Left the meeting at 12:16 a.m.*

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:03 p.m.

1.1. Invocation – Pastor Nate Rodriguez of Infinite Center led the invocation.

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

1.3. Roll Call

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

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, removing item 8.5.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 4-0.

Motion to reconsider the action on the agenda.

Motion by Mayor Sanchez
Seconded by Council Member Flynn

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

Motion approved by a vote of 3-1.

Motion to approve the agenda, removing item 8.5, and moving item 9.2 to after the Public Hearings (7.3).
Seconded by Mayor Sanchez

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

Motion approved by a vote of 4-0.

3. PRESENTATIONS

None

4. REPORT ON CLOSED SESSION

There was no report as there was no closed session.

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:

- Frank Burgess
- Jean Dobson
- Kathleen Samoline

- Inge Schuler
- Tiana Lee
- Bill Hobbs
- Steven Mayo
- Amy Pippenger
- Diego Rose
- Virginia Cervantes

5.2. CORRESPONDENCE
16 Items of correspondence were received regarding Agenda Item 9.2.

5.3. APPOINTMENTS

5.3.1. City Council Committee Assignments for 2024

Motion to approve the City Council Committee Assignments for 2024.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 4-0.

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

Motion to approve appointing Mayor Pro Tem Minjares and Council Member Flynn to the Ad-Hoc Committee for the CDBG 5-Year Consolidated Plan.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 4-0.

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a meeting with the League of California Cities (CalCities), Regional Conservation Authority (RCA), and the Southern California Association of Governments (SCAG).

Mayor Pro Tem Minjares reported on a Stagecoach Days Ad-Hoc Committee meeting as well as several State Assembly bills.

Council Member Flynn reported on the opening of PetSmart.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on a free community clean-up event on Saturday, January 20th at Dysart Park, the Banning Youth Council application deadline extension, and provided an update on the 150 E. Ramsey Street site.

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

5.7. CITY TREASURER REPORT
Treasurer Geronimo reported on the next Budget and Finance Committee meeting.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the December 12, 2023 City Council Meetings
6.2 Accounts Payable and Payroll Warrants Issued in the Month of November 30, 2023
6.3 Receive and File Cash, Investments and Reserve Report for the Month of November 2023
6.4 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
6.6 Public Works Capital Improvement Project Tracking List
6.7 Receive and File Code Enforcement Update and Statistics for the Month of September and October 2023
6.8 Receive and File Contracts Approved Under the City Manager's Signature Authority 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
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
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)
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
6.13 Consideration of Resolution 2024-06, Approval of Itron Software-as-a-Service Product
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

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

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

6.17 Consideration of Resolution 2024-11, Authorizing the City Manager to Enter into Lease Agreements with Haskell Real Estate for Homeless Transitional Housing

Public Comment

- Frank Burgess

Motion to adopt consent agenda items 6.1 to 6.8, 6.10 to 6.12, 6.14 to 6.16.

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

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

Motion approved by a vote of 4-0.

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

Mayor Sanchez announced a recess at 6:16 p.m. The meeting was reconvened at 6:31 p.m.

Public Comment

- Pamela Ann Nichols
- Diego Rose
- Charles Huff
- Cindy Barrington

Motion to adopt Resolution 2024-01 UA.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 3-1.

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

Public Comment
None

Motion to adopt Resolution 2024-06.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 3-1.

6.17. Consideration of Resolution 2024-11, Authorizing the City Manager to Enter into Lease Agreements with Haskell Real Estate for Homeless Transitional Housing

Public Comment
- Diego Rose
- Jeffrey Platt
- Deana Chavez
- Richard Royce
- Virginia Cervantes
- Kim Ybarra

Motion to adopt Resolution 2024-11.

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-1.

7. PUBLIC HEARING(S)

7.1. Consideration of Resolution 2024-05, Vacating Malki Road between Martin Road and Sullivan Road

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

Public Comment
- Frank Burgess

Motion to adopt Resolution 2024-05.

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

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

Motion approved by a vote of 4-0.

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

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

Public Comment
- Diego Rose
- Richard Royce
- Charles Huff

Motion to adopt Resolution 2024-12.

Motion by Mayor Sanchez
Seconded by Council Member Flynn

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

Motion approved by a vote of 4-0.

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

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

Public Comment

- Diego Rose
- Jeffrey Platt
- Richard Royce
- Frank Burgess
- Laura Leindecker

Motion to waive full reading and introduce, by title only, Ordinance 1599.

Motion by Council Member Wallace
Seconded by Mayor Sanchez

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

Motion approved by a vote of 4-0.

Motion to adopt Resolution 2024-14, with the suggested revision to Exhibit A.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 4-0.

Mayor Sanchez announced a recess at 8:52 p.m. The meeting was reconvened at 9:09 p.m.

9.2. Animal Shelter and Animal Control Services

Doug Schulze, City Manager, presented the staff report.

Public Comment

- Marlena Barba
- Kathy Martin
- Jeffrey Platt
- Jennifer Neal
- Elisabeth Barnhart
- Rebecca Christensen
- Charles Huff
- Janine Nielsen
- Lisa Hemphill
- Laura Leindecker

- Lincoln Bogard
- Kathy Aranda
- Deana Chavez
- Sarah Richards
- Robert Ybarra
- Virginia Cervantes
- Kim Ybarra
- Bradley Barnhart
- Miranda
- Frank Connolly
- Diego Rose
- Frank Burgess
- Sasha
- Cindy Barrington

Motion to direct the City Manager to provide A.R.E. Animal Rescue with termination notice to be effective June 30, 2024 and the creation of an Ad-Hoc Committee to discuss solutions.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-1.

Motion to appoint Mayor Pro Tem Minjares and Council Member Flynn to the Ad-Hoc Committee on options for the Animal Shelter.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 4-0.

Motion to continue the meeting past 10:00 p.m.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 4-0.

Mayor Sanchez announced a recess at 11:34 p.m. The meeting was reconvened at 11:50 p.m.

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8. REPORTS 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

Caroline Patton, Administrative City Clerk, presented the staff report. Serita Young, City Attorney, provided additional information to the City Council.

Public Comment

- Diego Rose
- Donald Bradshaw
- Richard Royce
- Jeffrey Platt

Motion to fill the District 4 vacancy via an appointment until the November 5, 2024 election in a manner similar to that done previously.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-1.

Council Member Flynn left the meeting at 12:16 a.m.

Motion to continue the meeting past 12:00 p.m.

Motion by Council Member Wallace
Seconded by Mayor Sanchez

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

Motion approved by a vote of 3-0, with 1 absence.

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

Motion to continue this item to the next regular meeting.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-0, with 1 absence.

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

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

Public Comment
None

Motion to adopt Resolution 2024-09.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-0, with 1 absence.

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

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

Public Comment
None

Motion to approve 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.

Motion by Council Member Wallace
Seconded by Mayor Sanchez

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

Motion approved by a vote of 3-0, with 1 absence.

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

Pulled under Agenda Item 2.1.

8.6. Consideration of Modifying the City of Banning's Public Hearing Notice Requirements for Development Applications

Motion to continue this item to the next regular meeting.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-0, with 1 absence.

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

Motion to continue this item to the next regular meeting.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-0, with 1 absence.

9. DISCUSION ITEM(S)

9.1. Discussion of Policy to Prohibit Use of Personal Cell Phones on Dais During Meetings

Motion to continue this item to the next regular meeting.

Motion by Mayor Sanchez
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 3-0, with 1 absence.

9.2. Animal Shelter and Animal Control Services

Reordered under Agenda Item 2.1 to come after Public Hearings and before Reports of Officers. See above.

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

Motion to continue this item to the next regular meeting.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 3-0, with 1 absence.

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items

1. Ring of Honor Committee (Minjares)

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 12:43 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 – Agenda Item 7.1: Staff Presentation
Exhibit B – Agenda Item 7.2: Staff Presentation
Exhibit C – Agenda Item 7.3: Staff Presentation
Exhibit D – Agenda Item 9.2: Public Comment Received
Exhibit E – Agenda Item 8.3: Staff Presentation

RESOLUTION 2024-05

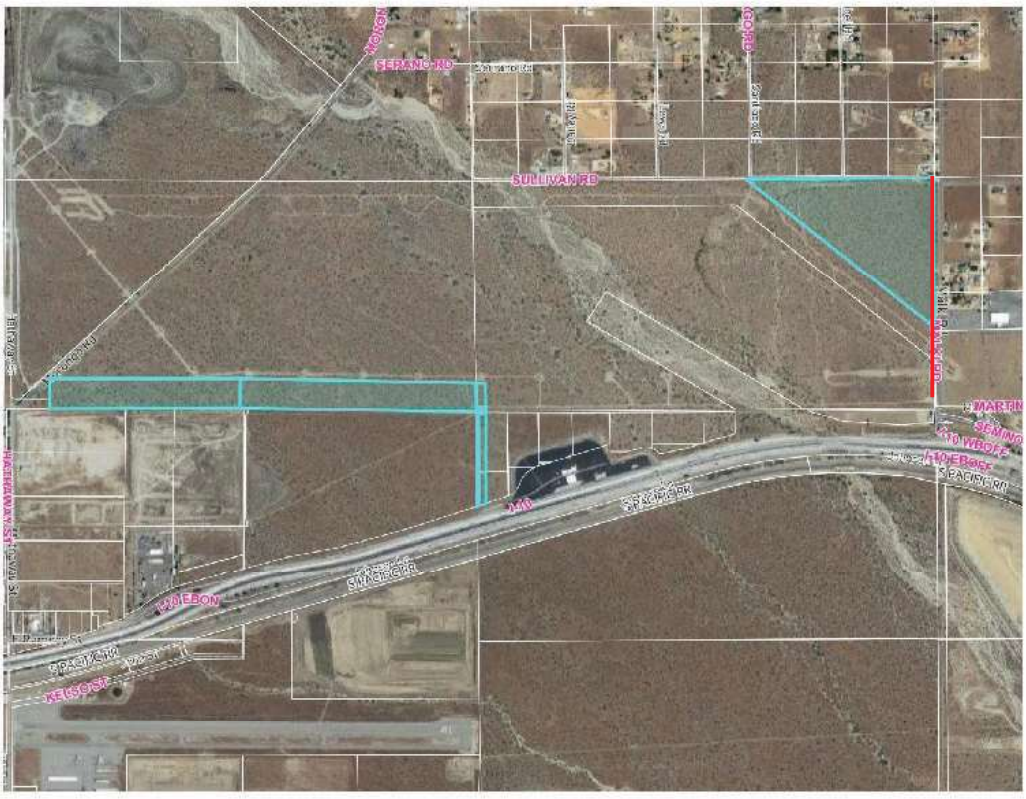
Vacating Malki Road Between Martin Road and Sullivan Road

Background

- On February 10, 2011, Lloyd Fields filed a complaint in the Superior Court of the State of California related to access to property that was privately held by Mr. Fields where access was blocked by the Morongo Band of Mission Indians.
- Mr. Field's complaint was resolved in a settlement agreement between Mr. Fields and City of Banning.
  - Included act of Congress that allowed exchange of lands between MBMI and Mr. Fields.
  - City obligated to vacate the section of Malki Road.

Background

- Planning Commission reviewed the roadway vacation at a public hearing on September 6, 2023.
  - Found that the roadway vacation is consistent with the City's General Plan, is unnecessary for present or prospective public right-of-way purposes, and approved Planning Commission Resolution 2023-17 adopting these findings.
- City Council set the public hearing for this item at the December 12, 2023 meeting
  - Public Hearing notice was published in the Record Gazette on December 22, 2023 and December 29, 2023.



Recommendation

- Adopt Resolution 2024-05, vacating Malki Road between Martin Road and Sullivan Road.
- Approval of Resolution 2024-05, maintains the City's compliance with the Settlement Agreement.

Thank You

Exhibit B



What is a Housing Element?

Other General Plan Elements

- Land Use
- Mobility
- Conservation
- Open Space
- Safety
- Noise

- Housing Element is one of the required elements of a General Plan.
- Covers an 8-year planning period from June 30, 2023, to December 31, 2031.
- Sites inventory with Zoning to meet Regional Housing Needs Allocation (RHNA).
- Polices and Programs.
- Many Statutory Requirements – Affirmatively Furthering Fair Housing, HCD Review, Constraints, etc.

Content of the Housing Element

- Policy and Programs Review
- Housing Needs Assessment
- Housing Constraints Assessment
- Adequate Sites Inventory
- Analysis of Fair Housing
- Housing Resources Assessment
- Implement Plan (Goals and Policies)

RHNA Breakdown by Income Category

Income Category	Income Characteristics (Area Median Income = AMI)	Annual Income Range	Number of Units in 6th Cycle RHNA
Extremely Low*	29% or less AMI	$12,259 or less	*
Very Low Income*	30 – 50% AMI	$12,682 – $21,137	**317***
Low Income*	51 – 80% AMI	$21,560 – $33,819	**193**
Moderate Income	81 – 120% AMI	$34,242 - $50,729	**280**
Above Moderate Income	120%+ AMI	$50,729 or more	**883**
Total			**1,673**

Source: Department of HUD and Urban Development (HUD) SCAG Pre-Certified Local Housing Data 2020 American Community Survey (2015-2019)

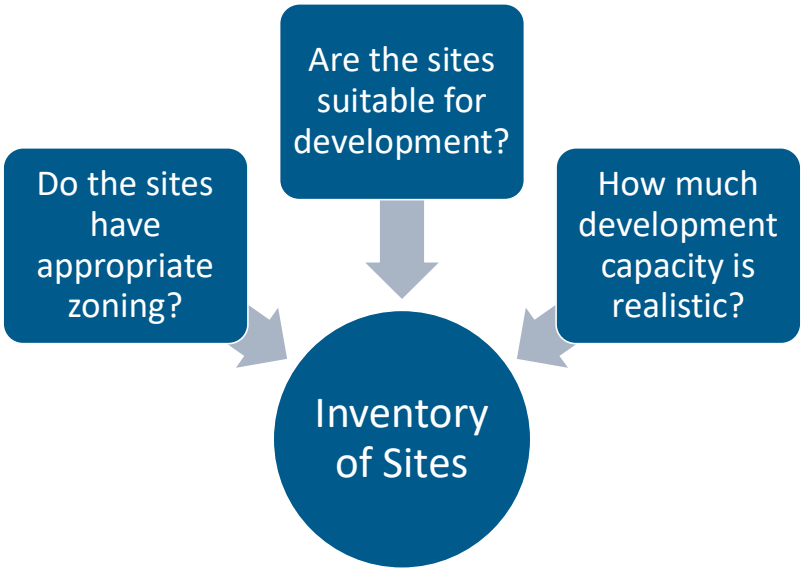
**Categories commonly combined to form "Lower Income" category*

Achieving RHNA

- ***Site selection is key*** to accommodating growth in residential development:
  - Existing Vacant Inventory
  - Planned and approved units (Pipeline Projects)
  - Rezone sites for higher density

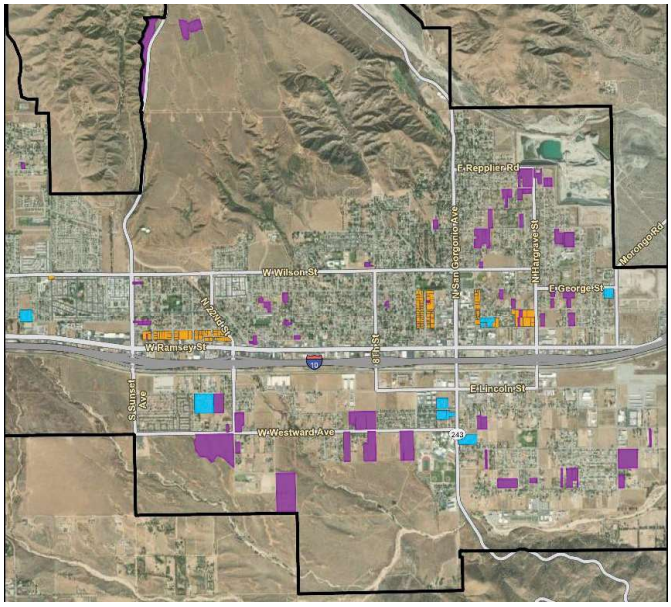


Identifying Suitable Sites



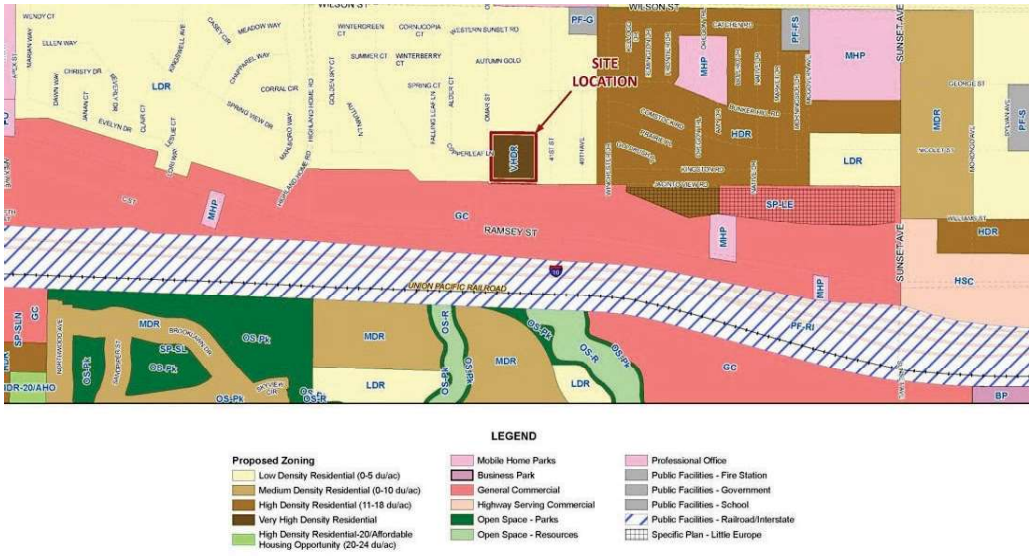
Site Inventory

- Vacant Sites
- Underutilized Sites
- Rezoned Sites per CC Ordinance 1584 (9/13/22)



Housing Element Update

Rezoned VHDR (9/13/22)



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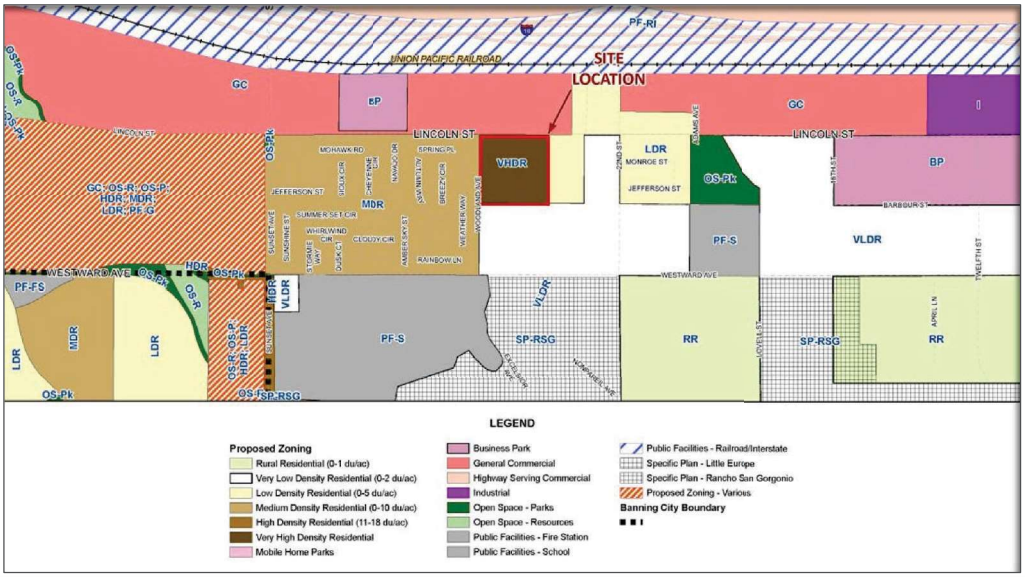

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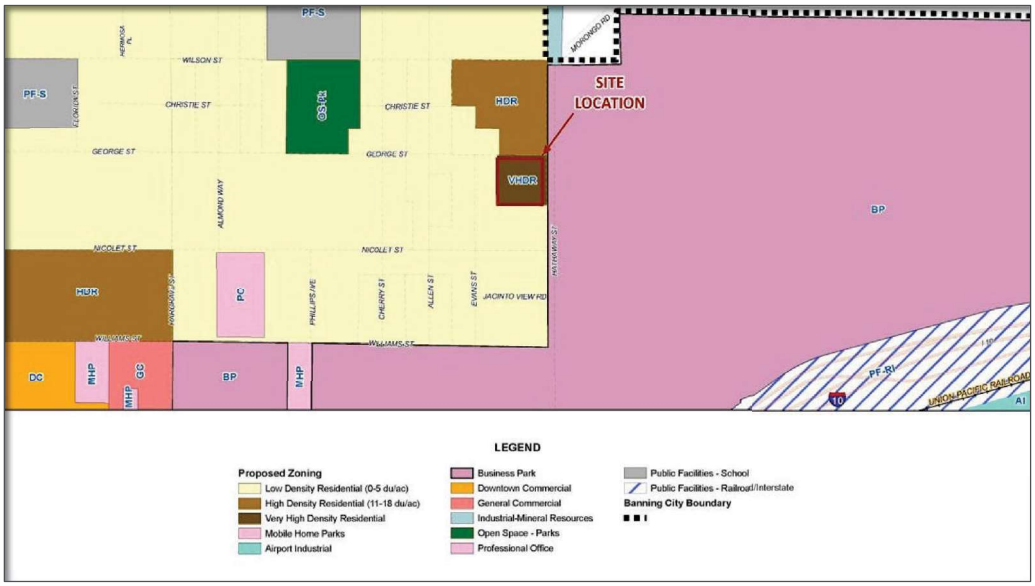

Housing Element Update

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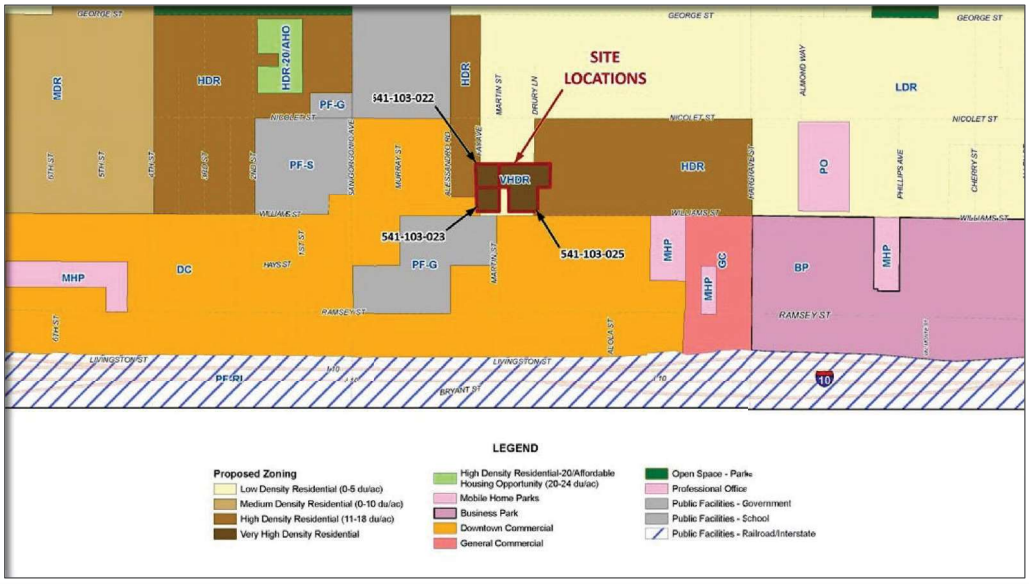

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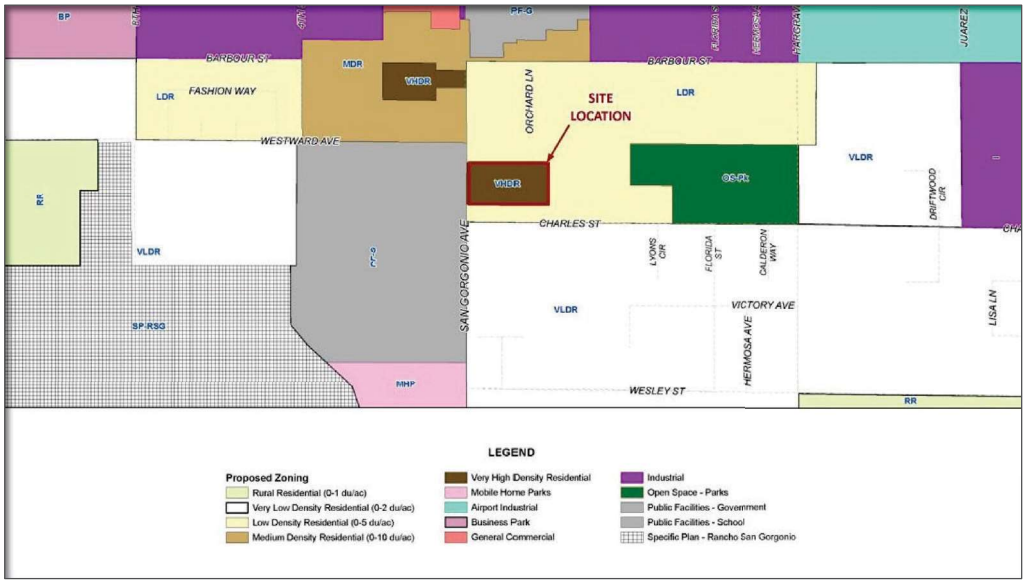

Housing Element Update

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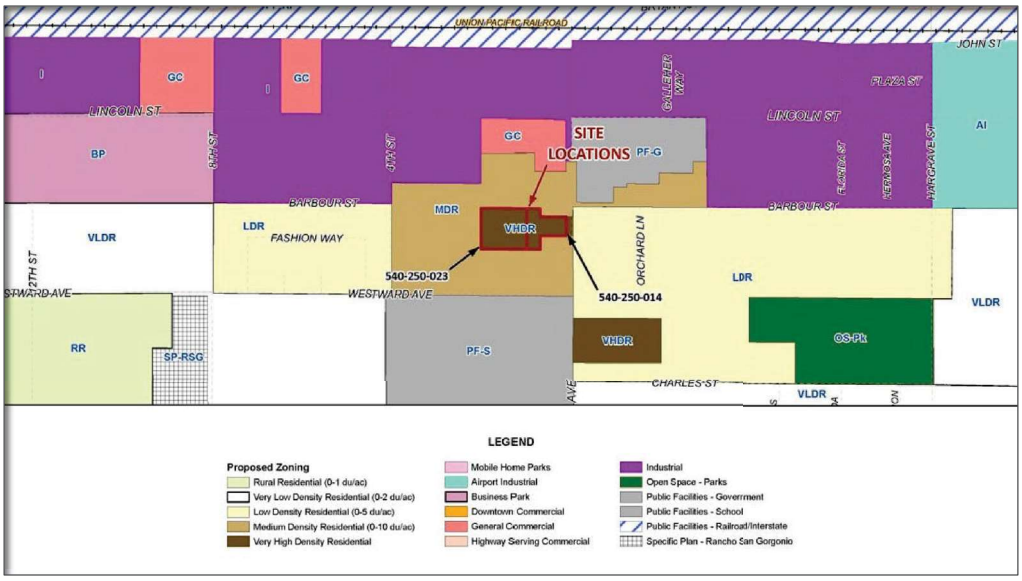
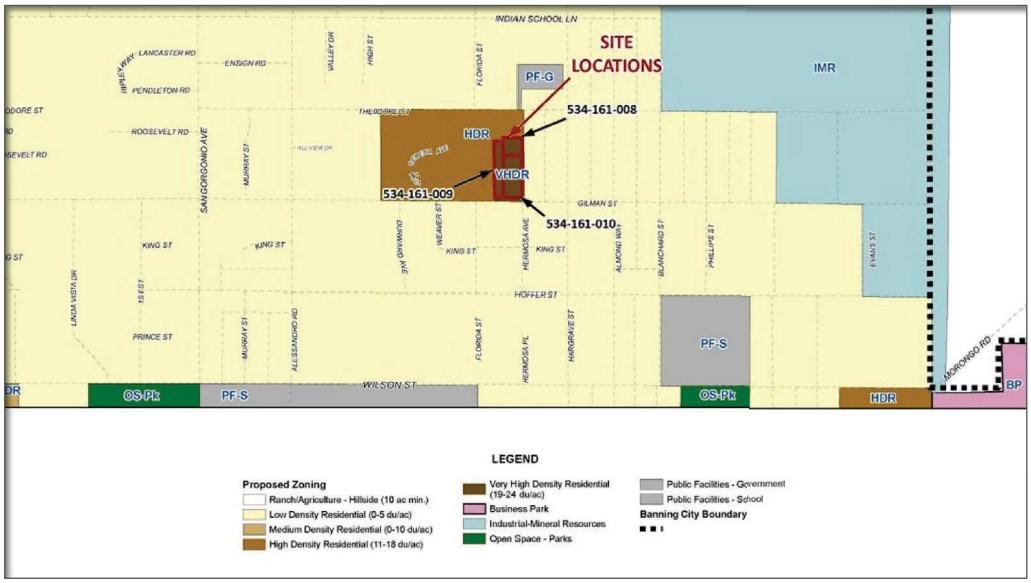


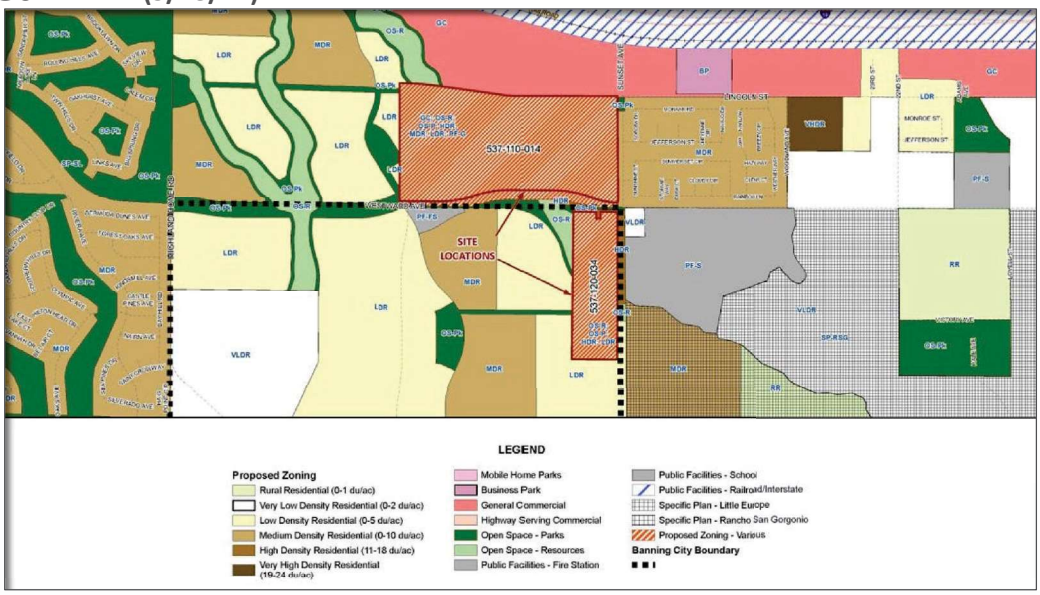
Housing Element Update

Rezoned VHDR (9/13/22)



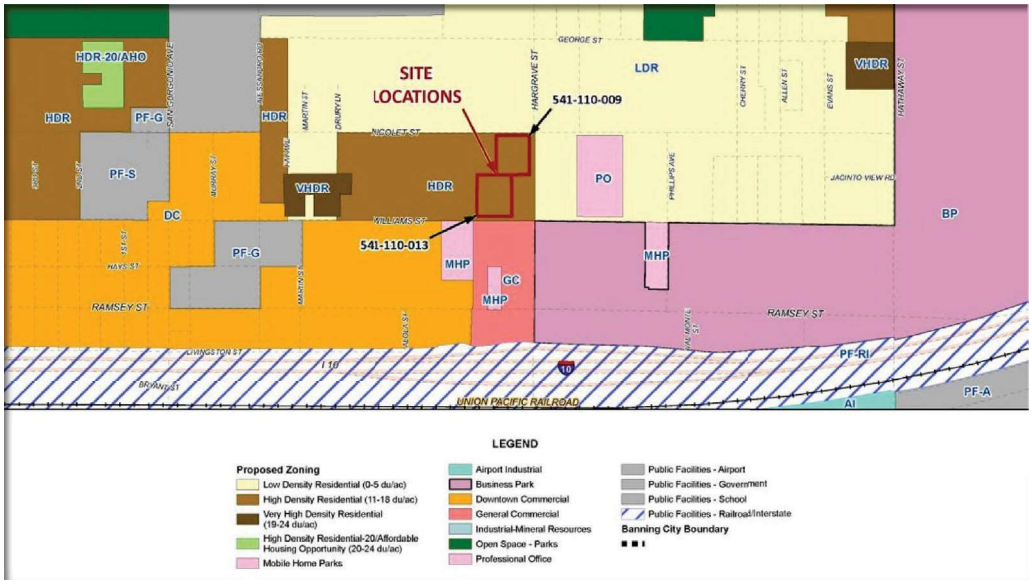
Housing Element Update

Rezoned HDR (9/13/22)



Housing Element Update

Rezoned HDR (9/13/22)



Housing Element RHNA Appendix B Vacant Site

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**

Housing Element Update Pipeline Projects

Newly Proposed/Approved Projects

- Proposed Habitat for Humanity 4 Lot Subdivision
- Approved Crestwood Communities Canterbury (19 Lots)
- Approved Crestwood Communities Banning 56
- Approved WJK Development 196 Duplex Units w/ 9 VLI Units
- Approved Downtown Commercial Mixed-Use Zoning Amendment
- Proposed KB Home 143 Lot Subdivision

Housing Element RHNA 100% Met w/Rezone

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**

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**

Housing Element Update

Examples of Density Configurations



25 units per acre

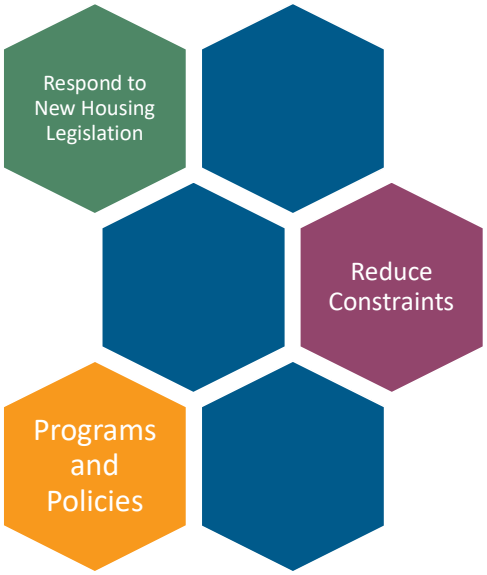


43 units per acre

Housing Element Update

Other Ways that Banning Will Support Housing Development

- ***Reduce constraints*** to housing development.
- **Respond to new legislation.**
- ***Programs and policies*** to enhance housing opportunities, especially for special needs populations.



Housing Element Update

New Programs

Affirmatively Furthering Fair Housing	Sites Monitoring (No Net Loss)	Supportive Housing Zoning Updates
Accessory Dwelling Unit Zoning Updates	Emergency Housing / Transitional Housing Zoning Updates	Zoning Text Amendment for VHDR Density Increase

Housing Element Update ZTAs Required

Program 4: Amend Density threshold for VHDR from 19-24 to 24-30 du/ac.

Program 5: Per CGC 65583, allow housing developments by right when a minimum of 20% of units are affordable.

Program 6: Offer incentives for lot consolidation for affordable housing projects

Program 8: Allow supportive housing by right in MF and MU zones

Permit Group Homes in all residential zones with similar approval authority as Residential Care Facilities

Housing Element Update ZTAs Required (cont

Program 8: Change parking requirements for supportive housing within ½ mile of a transit stop.

Program 9: Allow emergency shelters by right in Public Facilities zone.

Revise parking requirements for emergency shelters.

Per AB 101, allow residential care facilities by right in MU and non-residential zones allowing mixed use.

Per AB 2162, allow transitional housing and supporting housing by right in residential zones.

Housing Element Update ZTAs Required (cont

Program 9: Allow farmworker housing in RA and RA-H zones by right.

Ensure BMC is updated pursuant to latest ADU laws.

Remove any text viewed as a constraint to the development of residential care facilities.

Remove reasonable accommodation findings related to character and sensitivity of neighborhoods.

Program 10: Remove constraints on a variety of special needs housing types to enhance the feasibility of affordable housing projects.

Housing Element Update ZTAs Required (cont

Program 10: Remove 2-acre minimum lot size for MFR development in MDR zones.

Program 12: Adopt design standards for multi-family and mixed-use projects.

Program 17: Integrate changes in State Density Bonus housing law, including requirements under AB 2345.

Program 19: Consider rezoning nonvacant and underutilized properties for alternative housing sites

Evaluate fee structure for shared/micro units based on size

Encourage innovative housing types to serve special needs

Housing Element Update ZTAs Required (cont

Program 26: Amend BMC to incorporate information on SB9/10 lot splits – including development standards. Information to be made available on website.

Program 27: Periodically amend BMC to incorporate/integrate additional and/or new legislation changes to State Housing Laws

Timeline



Remaining Items to Achieve Certification

- Complete a Zoning Text Amendment (ZTA) modifying Title 17 (Zoning) of the Banning Municipal Code to create Development Standards for the VLDR Zone (must be completed within HCD 60-day review period) – Scheduled for Planning Commission review January 10, 2024
- Post-Readoption, the Final Draft 6th Cycle Housing Element must be placed on the City's Website for a minimum of seven days to solicit public review and comment prior to submittal to HCD for Certification Review (CA Gov. Code Section 65585(b)(1))

CEQA Determination

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.

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.

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.

Recommended Action

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.

Alternative Actions

The City Council may take any of the following actions:

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.

Thank you for your time!

Adam Rush: arush@banningca.gov

Emery Papp: epapp@banningca.gov

City of Banning Community Development

Rincon Consultants, Inc.



Discussion Items

- Overview of the Housing Element, RHNA, & Applicable State Law
- Sites Inventory
- Affirmatively Furthering Fair Housing Requirements
- Certification Timeline and Next Steps

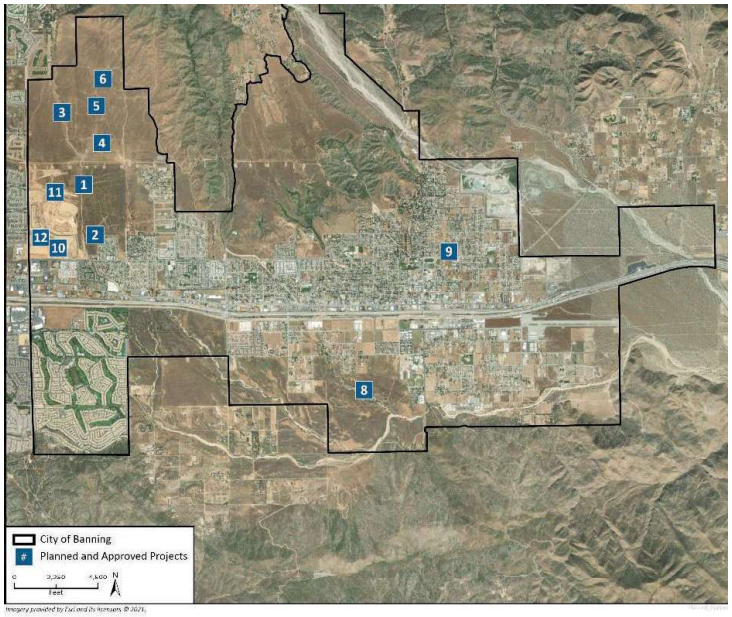
Housing Element Objectives

- Provide planning to accommodate housing for all socio-economic segments
- Affordable housing opportunities for all current and future residents
- Remove unreasonable governmental barriers to housing development
- Preserve and improve existing affordable housing
- Ensure equal access for housing opportunities for all

Acronyms & Terms

- RHNA: Regional Housing Needs Assessment
- SCAG: Southern California Association of Governments
- WRCOG: Western Riverside County Association of Governments
- HCD: California Dept. of Housing and Community Development
- Density: Housing Units per Acre
- General Plan: City's Long-Term Planning Document to Guide Growth
- Zoning: Regulations on land development for a specific area
- ADU: Accessory Dwelling Unit
- JADU: Junior Accessory Dwelling Unit
- ELI/VLI: Extremely Low-Income/Very Low-Income Households
- AFFH: Affirmatively Furthering Fair Housing

Planning & Approved Projects



Non-Compliance

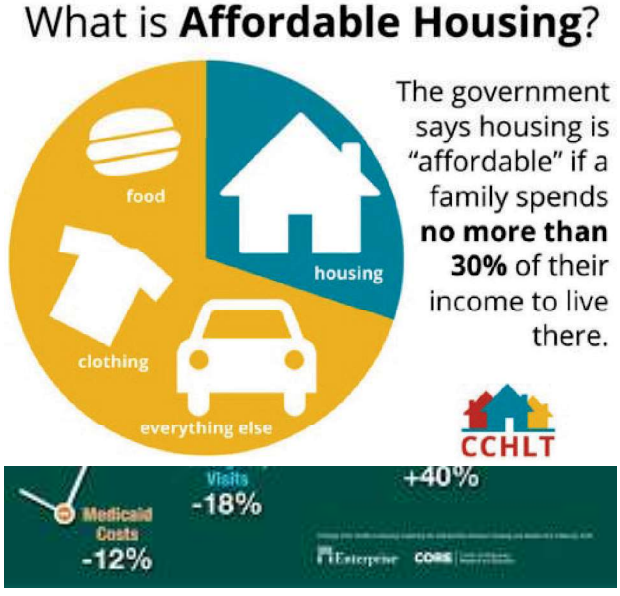
- Violation of state law
- Potential state enforcement actions
- City can be Vulnerable to lawsuits
- Entire General Plan can be put at risk
- Funding programs at risk

Current Draft Housing Element

The revisions to the Housing Element focus on the following topics:

- Sites Inventory and Analysis – Realistic Capacity
- Sites Inventory and Analysis – Suitability of Nonvacant Sites
- Zoning for a Variety of Housing Types
- Respond to Recent Legislation
- Government Constraints on Housing for Persons with Disabilities
- Zoning Ordinance Monitoring
- Quantified Objectives – Community Outreach
- Rezoning to Meet RHNA
- Affirmatively Furthering Fair Housing

Current Draft Housing Element



Adopted by CC on November 9, 2021

- Transmitted to HCD on November 18,2021
- HCD did not Certify the Housing Element
- HCD sent Comment Tracker February 2022
- Revised Draft to HCD for informal review, January 2023
- HCD sends additional comments May 2023
- HCD sends Non-Compliance letter July 2019
- Staff meets with HCD September 20, 2023, to set schedule for Readoption/Certification

Workshop Topics

- Brief overview of the Housing Element and the Regional Housing Needs Assessment (RHNA)
- Housing Plan and Potential Sites
- Overview of Past Performance/Adoption/Certification
- Recently Approved Projects and Programs
- Current Housing Element Schedule
- Question and Answer?

Public Survey Results

Majority of respondents:

- Are homeowners and live in a single-family home.
  - Prefer to own rather than rent.
- Think the best approaches for housing are to have **more housing types available** in the City, and to **offer financial assistance programs** (rental and down payment assistance).
  - Prefer that new housing is distributed **throughout the City**.
- Consider **areas within walking distance of public transit** as most suitable for high-density housing.
  - Think that the most effective ways to provide housing opportunities for all incomes are to **repurpose older or underutilized commercial centers** and **create less restrictive development standards** near commercial centers.

Housing Element Update

Your Input Is Needed!

- Comment on the Draft Housing Element Update: November 2023

http://banning.ca.us/

Adam Rush: arush@banningca.gov

Emery Papp: epapp@banningca.gov

Housing Element Update



Rezoned Sites Overview



Housing Element Update Notifications



BANNING CALIFORNIA

CITY COUNCIL
PUBLIC HEARING NO. 7.3
JANUARY 9, 2024

Introduction of Ordinance 1599 and 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*

BANNING CALIFORNIA SUGGESTED ACTION:

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 (CEQA), 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.

BANNING CALIFORNIA BACKGROUND:

- At the **September 12, 2023,** City Council 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.
- At the **December 12, 2023,** City Council Meeting, the City Council approved a Contract Amendment to ***ADD*** the *Fire Safety Supervisors (formally known as the "Assistant Fire Marshal") to the City's Partner Agreement with Riverside County Fire Department. This position provides for two (2) full-time fire safety employes in the City of Banning.*
- The adopted 2019 Master Fee Schedule of User Fees never incorporated an updated Fee Schedule for Fire Planning and Inspection Services.
- The attached Fee Schedule and accompanying Fee Study, provides a list of fees that ensure recovery of reasonable costs incurred for the administration of permit review, plan check, and inspections; annual inspections of existing businesses, and issuance of operational permits (authorized by the aforementioned Code Amendment).

BANNING CALIFORNIA 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 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 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.
- 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.

BANNING CALIFORNIA FEE SCHEDULE:

FIRE FEES FOR SPRINKLER PERMITS (FSS)		
New 13, 13R Fire Sprinkler System plan check (base fee) $662.00 →	~~$ 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**



BANNING CALIFORNIA FEE SCHEDULE:

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**



BANNING CALIFORNIA FEE SCHEDULE:

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/drink consumption <10,000 sf		**$ 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**

BANNING CALIFORNIA FEE SCHEDULE:

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

FISCAL IMPACTS:

- 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.

TIMELINE:

Implementation will begin upon the closing the Fire Safety Specialist vacancy, Council authorization of an Assistant Fire Marshal position, and placement by the County, upon completion of the Contract Amendment:

- ~~10/17 - Budget & Finance Committee~~
- ~~12/12 (11/14) - City Council (Fee Sch./Contract Amd.)~~
- 1/9 – Update/Add Fire Permit, Inspection, & Operational Fees
- 1/16 – Formal Letter Requesting AFM
- 2nd Quarter (2024) – Placement of AFM
- Summer (2024) – Begin Annual Fire Inspection Program

BANNING CALIFORNIA 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.)

BANNING CALIFORNIA SUGGESTED ACTION:

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 (CEQA), 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.

Thank you!

Staff is Available for Questions

Contact Information

Adam B. Rush, AICP

Community Development Director

(951) 922-3131

arush@banningca.gov

Exhibit D

RECEIVED
CITY OF BANNING
DEC 28 2023
CITY MANAGER'S OFFICE
BY:

Members Banning City Council, City Manager, City Attorney

I'm of the understanding that you have made a decision to discontinue the contract that is being used by the Banning Animal Shelter to support various animals. The Pass Patchers Quilt Guild has over the past 2 years, donated a minimum of 500 cat/dog beds for the animals that are held. Those beds are then given with the pet to their new owner. We take 25 to 50 new beds every month and occasionally donate quantities of pet food as well.

After many years without a shelter, citizens have been very supportive of the shelter and the manager who gives day after day of volunteer work. The money for the shelter goes to the animals, their food, veterinarian care and housing.

Members of the community deserve to know your reasoning in denying the funding for the shelter. The many animals that are taken in should incentivize you to continue your support.

As a member of the community of Banning for about 50 years, I do not understand how you can help homeless people with tiny homes that aren't carelessly burned, yet you let defenseless creatures who actually need human care go to "kill" shelters. It's shameless what you as "representatives" of the City of Banning are doing.

Nancy Waycott 425 Charles St. Banning, Ca

Laurie Sampson

From: Dixie Turnquist <dturnquist@att.net>
Sent: Thursday, December 28, 2023 4:52 PM
To: Laurie Sampson
Subject: Pet Shelter

Please consider keeping the No-kill pet shelter open. Surely funds can be found somewhere else in the budget.

Dixie Turnquist
dturnquist@att.net

Sent from DixieiPhoneX

From: Doug Schulze
Sent: Monday, January 8, 2024 11:16 AM
To: cityclerks
Subject: FW: Animal shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

-----Original Message-----
From: T Nadalet <frugalfrau@gmail.com>
Sent: Thursday, December 28, 2023 4:16 PM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Animal shelter

Sent from my iPhone
PLEASE!!!!!!!!!!!!
Do not close this shelter. I have been donating to them for a year and see the hard work and dedication of Amber and the others. Have fundraisers or anything else but find it in your heart (you must have a heart) and do not close this place!!!!!
Please!!!!!

From: Doug Schulze
Sent: Monday, January 8, 2024 11:16 AM
To: cityclerks
Subject: FW: Pet Shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

-----Original Message-----
From: Dixie Turnquist <dturnquist@att.net>
Sent: Thursday, December 28, 2023 4:34 PM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Pet Shelter

Please consider keeping the No-kill pet shelter open. Surely funds can be found somewhere else in the budget.

Dixie Turnquist
dturnquist@att.net

Sent from DixieiPhoneX

From: Doug Schulze
Sent: Monday, January 8, 2024 11:13 AM
To: cityclerks
Subject: FW: Animal Shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
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dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

-----Original Message-----
From: krystal Chamberlin <krys72@msn.com>
Sent: Wednesday, January 3, 2024 9:57 AM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Animal Shelter

Good morning,

There are rumors on FB that the city is not renewing its contract with the shelter. Is that true? I have donated to the shelter and have fostered animals for them. They really save animal lives! Would you please confirm if these rumors are true and the reason why? I would like to be knowledgeable and have the facts before the City Council meeting on January 9th.

Thank you for your time.

Krystal Chamberlin

From: Doug Schulze
Sent: Monday, January 8, 2024 10:08 AM
To: cityclerks
Subject: FW: Banning Shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

-----Original Message-----
From: Sandra Burgon <burgonsandra@yahoo.com>
Sent: Friday, January 5, 2024 9:53 AM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Banning Shelter

To Whom It May Concern,

I know there is a lot of controversy over the Banning Shelter. I would like you to hear my thoughts on it.

I have been volunteering at the shelter for 2 1/2 years now. I have nothing against Amber that runs it because she tries her best with what she has to work with. But she does not have the help and resources she needs to keep that shelter a float and care for the animals like they need.

She has no helpers, does it all herself which is impossible for that many animals. She has approximately 5 volunteers a week that come in which is not enough. She needs at least 5 a day every day of the week which I don't see her getting. Another thing the facility is a mess. It does not have enough kennels for the dogs. It does not have a big enough area for the cats. It needed to be remodeled before even opening this shelter!

My thoughts are if you are going to keep it open then pay enough for whomever is in charge to hire enough workers to take care of these animals. Also add more kennels so dogs are not living in dog houses outside and make room for a real cattery. Invest in the shelter so the animals will have a clean environment.

Also you need to see about a vet to care for these animals. They have no veterinary care on site.

If you cannot do this then close it but sign the contract with Riverside County immediately. Don't put it off. We have no lost pets being picked up in Banning presently and they are dying on the streets. Banning Shelter is not taking anymore pets in. Do something now please.

Make a decision and do it for the animals!

As you can see I am for keeping the shelter open with the right funding and improvements for these animals.
If not then I say close it if you cannot supply these provisions. But get the contract signed so we have an animal control person to pick up our lost pets all over Banning.

Please make a decisions soon!

Thank you for your patience and time.

Regards,
Sandra Burgon
Sun Lakes, Banning

Sent from my iPhone
Sent from my iPhone

From: Doug Schulze
Sent: Monday, January 8, 2024 11:25 AM
To: cityclerks
Subject: FW:

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: robin brantley <flipfloprn@gmail.com>
Sent: Friday, January 5, 2024 8:44 AM
To: Doug Schulze <dschulze@banningca.gov>
Subject:

Good morning Mr. Schulze. I'm an extremely concerned citizen on the Banning shelter closure issue. My concern is animals possibly being put to death for ANY reason other than absolutely necessary. I will be at the meeting on the 9th. My phone number is 9512015812. Please help us to stop this from happening. Thank you and have a fabulous day

From: Doug Schulze
Sent: Monday, January 8, 2024 8:32 AM
To: cityclerks
Subject: FW: Re Banning Animal Shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: denism123456@cs.com <denism123456@cs.com>
Sent: Saturday, January 6, 2024 1:03 PM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Re Banning Animal Shelter

Mr. Doug Schulze

City Manager

dschulze@Banningca.gov

Sir,

I and many other members of the Banning community am against keeping the Animal Shelter open due to animal suffering and inadequate sheltering. The location of the Animal Shelter is dismal, offering animals no protection from the elements, and the shelter grounds are full of trash and debris. The site is located in a designated flood plain. Animals have been flooded and rescued from this location in the past.

Below-freezing temperatures are forecast. Immediate action is necessary because the animals are freezing now!

There are a number of things wrong with the shelter administratively as well as inhumane animal care and sheltering. ARE has consistently shown their inability to run a shelter in a safe and humane way and they fail to provide the necessary veterinarian care for the animals.

Please show that you and members of the City Council are humane individuals and take immediate action to rectify and remedy this deplorable situation now!

D. Marin

Banning Resident

From: Doug Schulze
Sent: Monday, January 8, 2024 8:32 AM
To: cityclerks
Subject: FW: Closure of Banning Animal Shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: loisjordan@dc.rr.com <loisjordan@dc.rr.com>
Sent: Sunday, January 7, 2024 7:49 AM
To: Doug Schulze <dschulze@banningca.gov>; Alberto Sanchez <asanchez@banningca.gov>
Subject: Closure of Banning Animal Shelter

To: Mr. Doug Schulze
Mr. Alberto Sanchez

After reviewing more information referencing the Banning Animal Shelter I am altering my opinion to keep the shelter open.
My suggestions would be to leave the council vote to close the shelter as is. Get a steering committee together at some point to map out strategies for reopening an animal shelter with new management in place and some strong over sight of the operation.

Thank you.

Lois Jordan
Banning Resident

From: Doug Schulze
Sent: Tuesday, January 9, 2024 9:38 AM
To: cityclerks
Subject: FW: Closure of Banning Animal Shelter

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: loisjordan@dc.rr.com <loisjordan@dc.rr.com>
Sent: Monday, January 8, 2024 5:20 PM
To: Doug Schulze <dschulze@banningca.gov>; Alberto Sanchez <asanchez@banningca.gov>
Subject: Closure of Banning Animal Shelter

To: Mr. Schulze, Banning City Manager
Mr. A. Sanchez, Mayor City of Banning

Re: Closure of Banning Animal Shelter

After much thought, and digesting new information, I want to express my opinion that closing the animal shelter is not a win for our city.
I am in support of forming a steering committee to assist with the development of a plan to keep the shelter in Banning.
A major over haul of all the facets of the existing operation.
The $845,000 we will be giving the county, in my opinion, is better spent in our city and our own animal shelter.

Thank you for your consideration.

Lois Jordan
Banning Resident
District 3

From: Doug Schulze
Sent: Monday, January 8, 2024 8:31 AM
To: cityclerks
Subject: FW: Banning Animal Shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

-----Original Message-----
From: Beth Taylor <mbttaylor@msn.com>
Sent: Sunday, January 7, 2024 10:05 AM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Banning Animal Shelter

To whom this may concern:

I will not be able to attend January 9th meeting regarding the closure of the Animal Shelter. But I do feel like this shelter is a necessity to this community . Banning has some strong winds at times and gates do accidentally get left open or blown open. If our dogs do get out, I'd like to know that this shelter would be open to comfort them until we could pick them up. Some breeds of dogs do not get that luxury of being cared for but rather taken to different places just because they are afraid of them and the poor pets get euthanized . Our dogs are our family. We try to do our best to keep them in their own yard. But accidents do happen (maintenance people etc.) forgetting to fully close gates, or from the weather. I believe this shelter helps many owners find their lost furry friends and needs to stay open.
Thank you for listening.

Sincerely ,
Beth Taylor

From: Kathleen Aranda <karanda2011@gmail.com>
Sent: Sunday, January 7, 2024 11:45 AM
To: cityclerks
Cc: Doug Schulze; Alberto Sanchez; Colleen Wallace; Rick Minjares; Sheri Flynn
Subject: Fwd: Banning Animal Shelter

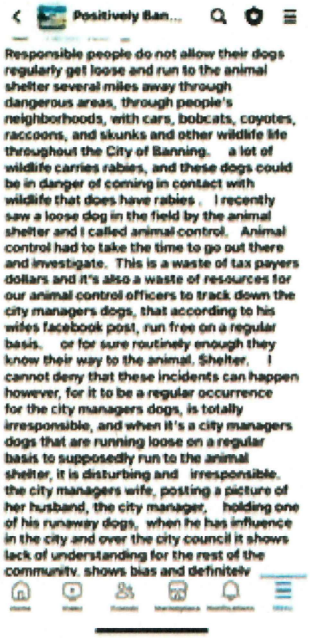
I am requesting the city clerk attached my email to the January 9, 2024 record and that all council members received a copy and that this is put into the record. If you have any questions please let me know
respectfully
Kathy Aranda.

Begin forwarded message:

> **From:** Kathleen Aranda <karanda2011@gmail.com>
> **Date:** January 7, 2024 at 11:32:38 AM PST
> **To:** Doug Schulze <dschulze@banningca.gov>, asanchez@banningca.gov, Colleen Wallace <cwallace@banningca.gov>, rminjares@banningca.gov, sflynn@banningca.gov
> **Subject: Banning Animal Shelter**
>
> Dear city manager, mayor and city of Banning council members.
>
> During this time of transition and closing the Banning animal shelter, run by ARE animal rescue, unfortunate events continue to come to light. As I'm sure you will know I have been coming to city Council meetings and speaking out against the Banning animal shelter, and the contractor ARE Animal Rescue, knowing that animals continue to live outside in the asphalt out on the dirt and makeshift kennels without the proper sheltering against the elements. Last night, January 6, 2024, it rained, it was freezing, and there was hail, ice and snow, we cannot continue to condone these conditions and allow animals to suffer. I request you quickly shut down the animal shelter and seek other options for the animals of Banning. I have attached a copy of the Facebook post by the city managers wife.
> I did make a general response on a separate comment page, as not to encourage the city managers wife from continually antagonizing citizens of this city. I would surely hope city Council understands that Citizens have different opinions and deep feelings about this topic and I would like to request the city manager and his wife not participate in propaganda against the citizens of Banning like myself who are working so diligently to bring the suffering of animals to light
> respectfully,

Kathy Aranda





these incidents can happen however, for it to be a regular occurrence for the city managers dogs, is totally irresponsible, and when it's a city managers dogs that are running loose on a regular basis to supposedly run to the animal shelter, it is disturbing and irresponsible. the city managers wife, posting a picture of her husband, the city manager, holding one of his runaway dogs, when he has influence in the city and over the city council it shows lack of understanding for the rest of the community, shows bias and definitely reflects her sense of entitlement. Doesn't that shelter have enough problems with dogs living outside on the asphalt/dirt in the freezing cold hell. The city council already voted to terminate ARE contract with the city and the city manager acknowledges that ARE has not met their administrative responsibilities and that animals are kept in inadequate sheltering. so is this a big middle finger to the rest of the to the city and the citizens. This is so disturbing.

time to put the animals first.

I do believe Banning has a law against people, allowing their dogs to continually escape and run free throughout the city. I guess that doesn't apply to the city manager and his wife and his animals.

From: Kathleen Aranda <karanda2011@gmail.com>
Sent: Sunday, January 7, 2024 12:22 PM
To: Doug Schulze; Alberto Sanchez; Rick Minjares; Colleen Wallace; Sheri Flynn; cityclerks
Subject: Banning animal shelter
Attachments: Video.mov

Please find the attached video that was taken on December 16, 2023. I would like you to watch this video and keep in mind the weather we endured last night in our city, pouring rain, freezing rain, freezing temperatures, hail and snow and frost. I know when you all see this video, you will agree the Banning animal shelter, run by ARE animal rescue is inadequate and animals suffer in these conditions. I am requesting that you have the resolve to do what is necessary to save these suffering souls from the winter elements that will continue to bear ldown on our community for months to come.
Respectfully submitted
Kathy Aranda

I am requesting the city clerk access to the January 9, 2024 records.

From: Doug Schulze
Sent: Monday, January 8, 2024 10:13 AM
To: cityclerks
Subject: FW: ARE animal shelter

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

-----Original Message-----
From: Lee <leestone953@gmail.com>
Sent: Monday, January 8, 2024 9:34 AM
To: Doug Schulze <dschulze@banningca.gov>
Subject: ARE animal shelter

Doug,

While I regret and do not support the ugly, adversarial way that ARE issues have been addressed... I do agree that the animals still being kept outside in our elements deserve so much better.

Please, do whatever is in the City's power to find them secure, safe, temporary housing. It is especially in the animals interest, but also will serve to reduce the community temperature on the subject.

Thanks so much!
Lee Stone
Banning/Sun Lakes resident

From: Doug Schulze
Sent: Monday, January 8, 2024 3:30 PM
To: Caroline Patton
Subject: FW: Statement re: the Banning Animal Shelter closing
Attachments: Tuesday January 9th.doc

Follow Up Flag: Flag for follow up
Flag Status: Completed

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: guyleen@roadrunner.com <guyleen@roadrunner.com>
Sent: Monday, January 8, 2024 2:59 PM
To: Alberto Sanchez <asanchez@banningca.gov>; Rick Minjares <rminjares@banningca.gov>; Sheri Flynn <sflynn@banningca.gov>; Colleen Wallace <cwallace@banningca.gov>; Doug Schulze <dschulze@banningca.gov>
Subject: Statement re: the Banning Animal Shelter closing

City Council and City of Banning Manager,

We are requesting this statement be read by one of you at the City Council meeting Tuesday Jan 9th during public comments, since Zoom is no longer allowed.
Thank you, Eileen Swope and Carol Spinden

Tuesday January 9th, 2024 Banning City Council Meeting

This statement is written by Eileen Swope and Carol Spinden who cannot be here tonight.

We are very sad that the ARE Banning Animal Shelter is closing. We have volunteered there since they opened 2 and a half years ago and will continue to volunteer until it closes.
We have learned so much from the Director Amber Schlieder. She is the most devoted, hard working, dedicated, knowledgeable and educated in the care of animals, we have ever known.
The animal shelter is one of the few things the city of Banning has done right. But the city council voted to close it, (in one vote) to shut Sheri Flynn up without even a back-up plan.
Rick Minjares, have you ever visited the Shelter ??

None of you people have a clue what it takes to run a "no kill" shelter and we don't think any of you, really care !!

You have your fairy tale image of what it should be !! It won't look like Riverside County or San Jacinto Shelters because it doesn't have the funds, the staff or a decent facility to operate like that, and the Banning Shelter doesn't destroy 75 per cent of their animals !!!
Banning Shelter will put those animals that are injured or ill or unadoptable down, but not if a cat or dog has simply lost an eye !!!
ARE gets the animals adopted out, at over 80 percent. That's amazing !!

None of the County shelters let you run "willy nilly" all over their facility either, they are large enough to have an area for you to look at adoptable animals after you have looked online !!
Banning Shelter animals are fed, kennels cleaned every day and dogs walked when we have volunteers and work release people. There is even a volunteer who comes in to read to the feral cats.

The truth about the shelter is not found in a blurry photo taken, over the fence, by the "Shelter photographer" Kathy Aranda !! We especially like the photo of the trash dumpster, with trash in it and the one of the dog standing on his dog house and a pallet on the ground !! Appalling !!!

The dogs have beds and blankets in their kennels and most kennels give the dogs the ability to go inside for warmth and comfort. The laundry is a never ending job !!

Another concern is, what will happen to the stray animals in Banning when the Shelter close's ? Residents of Banning won't drive to Riverside

or San Jacinto to deliver them and many don't have cars !! These animals will be at risk of getting hit by a car, starving or abused.

We're very sad for this city because they can't seem to do anything right for as long as we've live here. Carol for 22 years the Eileen 13 years.

Shame on all of you City of Banning representatives for not helping to make the city of Banning's Shelter a success !!!

Volunteering at ARE Banning Shelter has been one of the best things we have ever done and are so grateful to be helping.

Thank you,
Concerned citizens

Eileen Swope and Carol Spinden

From: Kathleen Dale <kdalenmn@aol.com>
Sent: Monday, January 8, 2024 8:43 PM
To: Alberto Sanchez; Colleen Wallace; Sheri Flynn; Rick Minjares
Cc: Caroline Patton; cityclerks; Doug Schulze
Subject: 1/9/23 City Council Meeting, Item 9.2 - Animal Shelter and Animal Control Services
Attachments: ShelterAerials.pdf; ShelterFIRMette_060523.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

The experiment with a rescue operation running a City animal shelter at the Charles Street site has failed. On top of the operator issues, the message below, which I sent you in September 2023, is provided as a reminder of the many issues with use of the Charles Street site as an animal shelter.

Nothing that has changed since the Council action nearly a month ago, except that precious time has been wasted in executing the Council's clear and unanimous direction to terminate the arrangement with ARE. For the sake of the animals that continue to be held in inhumane conditions at this site, the only responsible action is for the Council to confirm their December direction to staff and demand immediate action to develop and execute a closure plan to meet the 90-day deadline.

As to Riverside County as an option, the limited information provided in the staff report is not a reasonable basis for excluding this as an option. A real proposal and follow-up discussion and negotiations toward a mutually beneficial arrangement should be pursued before this option is eliminated from consideration.

Respectfully,

Kathleen Dale

----- Forwarded Message -----
From: Kathleen Dale <kdalenmn@aol.com>
To: asanchez@banningca.gov <asanchez@banningca.gov>; cwallace@banningca.gov <cwallace@banningca.gov>; sflynn@banningca.gov <sflynn@banningca.gov>; rgonzales@banningca.gov <rgonzales@banningca.gov>; rminjares@banningca.gov <rminjares@banningca.gov>
Sent: Tuesday, September 12, 2023 at 08:47:52 AM PDT
Subject: Animal Shelter - Action is Required!

Inhumane conditions and serious lease/contract violations are being ignored at the City animal shelter. The public is not permitted reasonable access to the site and animals have little hope of finding forever homes. The multiple failures that have led to this situation are shameful and require your immediate attention!

Once the animals have been safely relocated, the City must take a good hard look at what transpired, ensure appropriate consequences for those responsible, and ensure that any efforts to re-establish animal shelter services in the City are not only transparent and humane, but also in conformance with the General Plan and Municipal Code.

The Council should be aware of the following General Plan and Municipal Code provisions relevant to animal shelter services in the City in general, and at the current location on Charles Street:

1. BMC Sections 17.44.010 and 17.56.020 require design review for public facility improvements involving intensification of use. The approval authority is the Planning Commission. No such review took place prior to commencement of the current operation and the improvements at the Charles Street site which are clearly evident in the attached aerial photographs.

2. The General Plan (Public Service Program 2.B) and BMC Section 17.04.030 encourage regional efforts for essential public facilities. Animal Control services lend themselves to a regional approach. For Banning, the logical entities to partner with are the City of Beaumont and/or Riverside County.

3. The adopted General Plan Environmental Hazards Element calls for careful regulation of development in designated flood hazard areas (map of Federal Emergency Management Agency flood hazard designations at Charles Street site attached). Environmental Hazards Program 1B calls for designation of floodways and floodplains as Open Space on the land use map.

4. The General Plan (Public Service Policy 4) requires that all public buildings and facilities shall comply with the same development standards as private development.

5. BMC Section17.40.030A prohibits animal-keeping in the Public Facilities districts.

6. The conditions at the Charles Street site appear to constitute a public nuisance. See:

    a. BMC Section 8.48.070 regarding contaminated water drainage;

    b. BMC Section 8.48.060 regarding animals kept in foul, offensive, obnoxious, filthy or unsightly conditions; and

    c. BMC Section 8.48.090 regarding uses in violation of the zoning ordinance.

7. BMC Section 6.04 grants the Police Chief oversight authority over Animal regulations.

8. BMC Section 6.08.190 requires animal control to maintain records of all animals impounded, the date and manner of disposition of impounded animals, and the identity of owners of licensed dogs.

9. BMC Section 6.12.090 grants the City Council authority to set fees for animal services.

In hope,

Kathleen Dale
3800 West Wislon Street, #243
951-941-3883



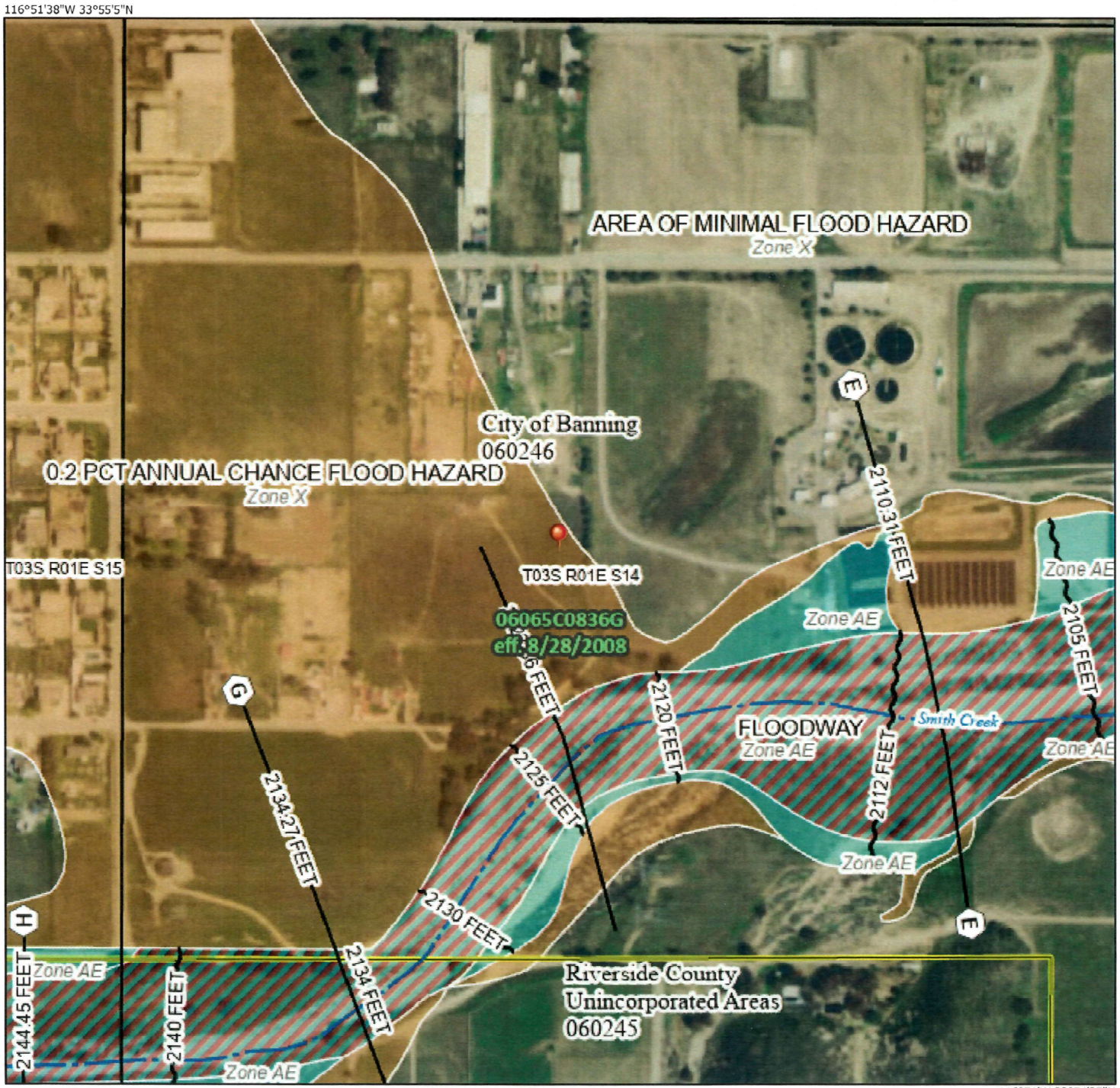
2011 Google Earth Image



2022 Google Earth Image

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainag areas of less than one square mile *Zone*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 — Cross Sections with 1% Annual Chance
- 17.5 — Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 6/5/2023 at 12:45 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

From: Doug Schulze
Sent: Tuesday, January 9, 2024 9:35 AM
To: cityclerks
Subject: FW: Keep the Banning Shelter open

Doug Schulze, ICMA-CM
City Manager
City Manager's Office
City of Banning
Direct Line: 951-922-3104
dschulze@banningca.gov
99 E. Ramsey Street
Banning, CA 92220
www.banningca.gov

From: Rebecca Boyle <rebeccaboyle@outlook.com>
Sent: Tuesday, January 9, 2024 7:48 AM
To: Doug Schulze <dschulze@banningca.gov>
Subject: Keep the Banning Shelter open

We need the shelter open. The nonprofit running the shelter needs additional funding and help. Several Banning residents have posted on social media they are willing to help and be part of a committee to resolve the issues. I know emails are being sent to you and Council. I hope this can get on the agenda and be discussed.

Thank you,

Rebecca Boyle

Sent from my Verizon, Samsung Galaxy smartphone

To Whom It May Concern, 1/9/24

I'd first like to say that whatever is going on with the city and the operator of the shelter is not why I'm here tonight. I'm here to speak for those who cannot speak for themselves. They deserve to live in comfort and get love and need attention just like animals with 2 legs do. We do not kill human animals because they're homeless.

I volunteer at the shelter and have 1 more training session before I can go out there and devote my time, love, and attention to the dogs and get them out of their pens as much as possible.

I wish I would have been involved with the shelter sooner. I have been advocating for the animals since the first time I saw them. They need better living conditions please. I want to see the police/animal control dept. have the tools to do their jobs without putting animals who have been so severely abused and trained to kill with domestic animals that are adoptable. Even though

they are separated by acerage, there is an atmosphere of anxiety and fear. They have the same instincts as we do but possibly heightened. I believe the police case dogs are not rehabable. I have seen how they act when people walk by them. They are suffering and need to be euthenized as soon as possible. Had I not seen them with my own eyes, I never would have made that statement.

The dogs that are simply aggressive hopefully can be worked with or used as yard dogs. I ask for no euthenizing except in cases where rehab is not possible.

I want the city to either upgrade the existing facility or move it elsewhere and have it adequately staffed please.

I'm asking for all concerned citizens to please do the training and devote some time to giving God's children with 4 legs some freedom and happiness and love please. You can also help with kennel care.

I'm here tonight to request that the facts be separated from the fight. Solutions only please. I believe that

together we can get this done. We Need to stop fighting like cats and start working like dogs.

Those I represent who cannot speak for themselves, I'm sure would love to thank you for not sending them places where they may be killed. Please search your hearts. Don't you think we need to make ammends to them? They are God's children, also.

Respectfully submitted,

Robin L Brantley

Robin L. Brantley

Exhibit E





The City of Banning, CA
December 20th, 2023
Prepared by: Brian Arscott
barscott@igm.technology

GRAVITY™

Transparency, ACFR, PAFR, CIP, Budget Book & Budget Planning Automation

www.igm.technology

Table of Contents

Solution Overview
Project Pricing
Implementation Plan
Implementation Timeline
Additional Modules
Resources

Gravity Software Services - Annual Fee

Product	Qty	Price Per Unit	Total Price
ID 20: Gravity - Base Platform, includes up to 20 Named Users (access for 1 year)	1	$16,000	$16,000
ID 21: Gravity - Budget Book (access for 1 year)	1	$8,000	$8,000
ID 24: Gravity - Budget Planning (access for 1 year)	1	$8,000	$8,000
ID 22: Gravity - ACFR (access for 1 year) • ACFR, PAFR, Quarterly, Monthly	1	$8,000	$8,000
ID 98: Direction Connection	1	$1,500	$1,500
ID 29: ADA Compliance (for 1 year) • Adopted Budget Book	1	$1,000	$1,000
ID 29: ADA Compliance (for 1 year) • ACFR	1	$1,000	$1,000
D 29: ADA Compliance (for 1 year) • PAFR	1	$500	$500
ID 29: ADA Compliance (for 1 year) • CIP Report	1	$500	$500
ID 29: ADA Compliance (for 1 year) • Open Data Transparency Portal	1	$2,000	$2,000
ID 25: Gravity - Open Data Transparency Portal (access for 1 year)	1	$4,000	$4,000
ID 126: Gravity Disclosure Automation for GASB 68 & GASB 75	1	$2,500	$2,500
Total			$53,000
Multi Module Discount & End of Year Promotion			($10,000)
Grand Total			**$43,000**

Gravity Implementation Services - One Time Fee

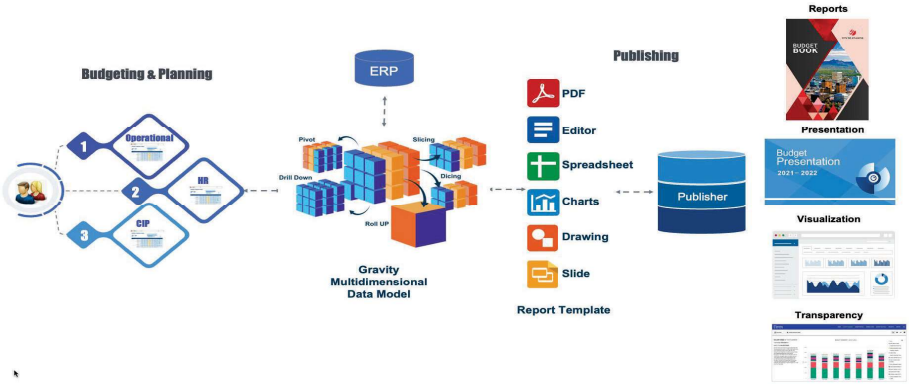
Product	Qty	Price Per Unit	Total Price
ID 87: Budget Book Implementation Services (one-time fee) • Proposed Budget Book • Adopted Budget Book	1	$10,000	$10,000
ID 85: Budget Planning Implementation Services (one-time fee) • Revenues and operational expenses • Personnel costs budgeting • Capital Improvement Projects • Priority Based Budgeting Template	1	$10,000	$10,000
ID 84: ACFR Implementation Services (one-time fee)	1	$10,000	$10,000
ID 82: PAFR Report Implementation Services (one-time fee) - up to 40 pages	1	$5,000	$5,000
ID 91: Quarterly Report Implementation Services (one-time fee)	1	$4,000	$4,000
ID 92: Monthly Report Implementation Services (one-time fee)	1	$3,000	$3,000
ID 86: Gravity Capital Improvement Plan Implementation Services (one-time fee) - up to 70 pages	1	$8,000	$8,000
ID 46: Open Data Implementation Services (one-time fee) • Digital Budget Book	1	$5,000	$5,000
ID: 90 Gravity BI Dashboard Implementation Services, for 2 dashboards (one-time fee)	1	$2,000	Included
ID 101: Gravity Disclosure Automation for GASB 68 & GASB 75 Implementation	1	$3,000	Included
Total			$55,000
End of Year Promotion			($20,000)
Grand Total			**$35,000**

Gravity for Budgeting & Planning Overview

Gravity is a 100% cloud-based, enterprise-scalable reporting and process automation solution that enables users to collaboratively merge data with narrative text, charts, and graphs in a controlled, auditable environment while producing **stunning reports** with our built-in publishing engine.

The core of Gravity Budgeting is a **Multidimensional Financial Management Model (MDFM)**, that includes financial rules for linking. This means that any source data are automatically linked to the dimensional data points, **eliminating the need for thousands of manual links.**

Gravity's data collection templates are powerful and can be configured to fit your process in collecting **Operational, CIP** and **HR (Position Control)** data. Allowing budget teams to view budget data with different parameters (slice & dice) by combining multiple data sources to produce high-value reports, **Forecasting Analysis,** KPI tracking & Transparency portals.



Implementation Timeline

Step 1: Gather and analyze the General Ledger and Budgetary data (Weeks 1-2)

Upload Information, City of Banning and IGM will jointly identify the data sources and supporting documents for this project. The project teamm a detailed wa will perforlkthrough of the budgeting process. City of Banning will load all supporting documents that were used to produce the prior Adopted Budget into the Gravity Drive.

Step 2: Review & Analyze Data, Create Data Model (Weeks 2-3)

- Review Data - IGM will review the data that has been collected to assist in defining the data collection process.
- Analyze IGM will then analyze all the uploaded documents.
- Create Data model

Step 3: Develop Budgeting Data collection Templates (Weeks 4 - 5)

After the initial data evaluation is completed, Gravity will set up structured data collection that will enable the departments to enter data into the following Gravity - Budgeting templates.

- Revenues and Operational Expenses
- Human Resources
- Capital Improvement Programs

Implementation Timeline

Step 4: Test Budgeting Templates (Weeks 6)

IGM and the budget team will review the data that was collected in the data collection templates and perform data validation on data that was submitted during the process.
Following data submission from departments, the budget file will be approved by the project team and will be ready to be uploaded to the budget book.

Step 5: Build the reports & Define Formatting Styles (Weeks 7-8)

- Build the 2022/2023-2024 Adopted Budget in preparation to roll over to 2024-2025/2026 Adopted Budget.
- Create reporting tree.
- Load all MS-Excel & MS Word files into Gravity and align to the reporting tree.
- Design the styles & Master Pages

Step 6: Link Data Points throughout the report (weeks 8-10)

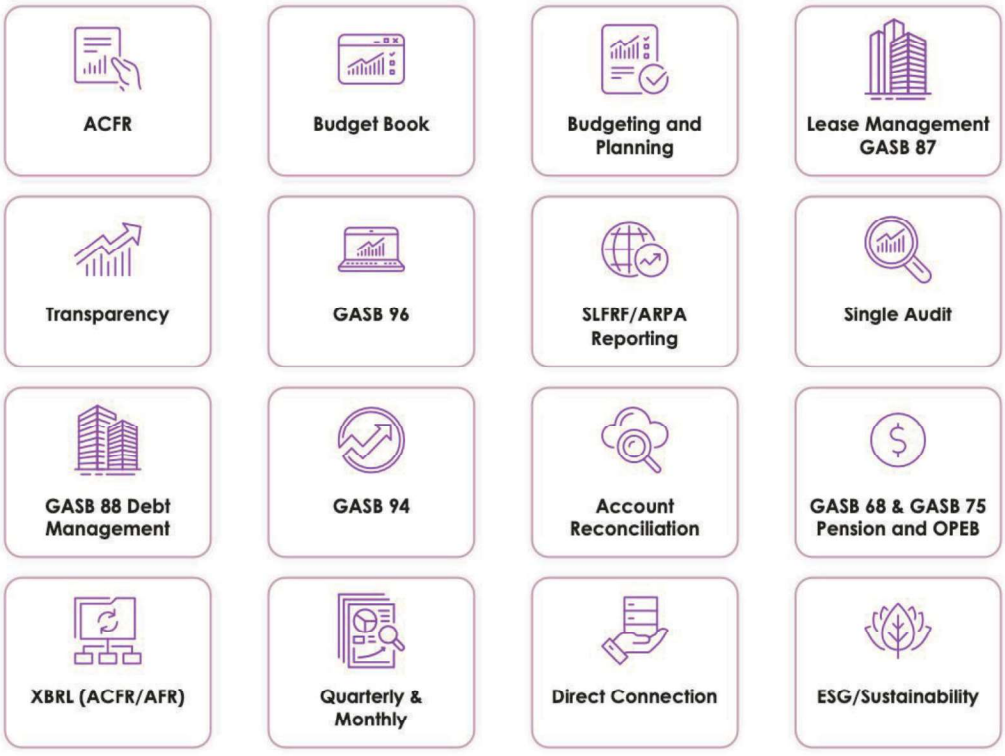
IGM will link the data module to the spreadsheets, charts and numbers in narrative text. The project team will guide the IGM team during this process. At the conclusion of this stage, the data will be linked throughout the report.

- Data will be linked to each spreadsheet, paragraph of text, charts & graphs.
- Data will automatically refresh upon loading of a new data file.

Step 7: Rollover & Go-Live! (Weeks 10-12)

The project team will be fully trained on Gravity and ready to continue on and further modify their reports, if required. Now when an updated budgetary data file or data is submitted via the data collection templates all relevant data point throughout the report will automatically update.

Additional Modules



Resources

- City of Ranchos Palos Verdes, CA - Budget Book
- City of San Marcos, CA - Budget Book
- Brevard County, FL - Budget Book
- City of Cypress, CA - Open Data Transparency
- City of Eustis, FL - Open Data Transparency
- City of Boynton Beach, FL - Open Data Transparency



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: **February 13, 2024**

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

RECOMMENDATION:

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

BACKGROUND:

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

JUSTIFICATION:

Description	Payment #	Amount	Total Amount
Checks:			
Checks Issued During Month	189488-189800	$1,924,963.93	
Voided/Reissue Check		$ 3,204.75	
Check Total			**$1,921,759.18**
Wires Total	1132		**$1,886,530.07**
ACH Payments:	9007732-9007754		
Payroll Direct Deposit	12/01/2023	$ 617,862.32	
Payroll Direct Deposit	12/15/2023	$ 646,056.36	
Payroll Direct Deposit	12/29/2023	$ 625,361.03	
Other Payments		$1,253,908.81	
ACH Total			**$3,143,188.52**
Payroll Checks:	13323-13360		
Payroll-Regular	12/01/2023	$ 3,326.50	
Payroll-Regular	12/15/2023	$ 5,185.94	
Payroll-Regular	12/29/2023	$ 6,630.04	
Payroll Check Total			**$ 15,142.48**

Total Warrants Issued for December 2023			**$6,966,620.25**

FISCAL IMPACT:

No fiscal impact.

ALTERNATIVES:

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

ATTACHMENTS:

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

Warrant Number	Vendor Name	Warrant Amount
1132	RIVERSIDE PUBLIC UTILITIES	1,886,530.07
189488	AMAZON BUSINESS	1,310.42
189489	AMERICAN ESTATE & TRUST	108.59
189490	AMERICAN FIDELITY ASSURANCE	25,311.88
189491	AMERICAN FORENSIC NURSES	438.06
189492	ARIAS DE RAMIREZ, LEONILA	195.00
189493	ARTISTIC MAINTENANCE, INC.	716.87
189494	AT&T MOBILITY LLC	2,881.11
189495	AURIGA CORPORATION	1,150.00
189496	BAMBOO IDE8 INSURANCE SERVICES	0.00
189497	BANNING POLICE OFFICERS ASSOC.	2,560.30
189498	BARRETT &, AMANDA LEE	59.81
189499	BEAUMONT CHERRY VALLEY WATER	2,107.15
189500	BEAUMONT DO IT BEST HOME CENTER	82.92
189501	BRASCH, JOHN F & MIDORI M	62.89
189502	BRIGHTLY SOFTWARE , INC	8,050.00
189503	BUTLER JR, CHARLES	1,636.37
189504	CA. DEPT OF TRANSPORTATION	2,123.47
189505	CALIFORNIA LAW ENFORCE ASSN	864.00
189506	CALIFORNIA WATER ENVIRONMENT	221.00
189507	CANALES, SILVERIO	195.00
189508	CANON FINANCIAL SERVICES, INC	332.16
189509	CELL BUSINESS EQUIPMENT (CBE)	790.34
189510	CI TECHNOLOGIES, INC.	2,448.00
189511	CINTAS CORPORATION	1,582.36
189512	CONSOLIDATED ELECTRICAL	175.09
189513	CORE & MAIN, LP	795.04
189514	CYBERTIME NETWORK COMMUNICATIONS	2,599.00
189515	DORAN MOTORSPORTS GROUP INC	443.77
189516	DUDEK	12,733.42
189517	DUNAWAY, JOHN E	1,125.87
189518	E.R. BLOCK PLUMBING	4,815.00
189519	EARTH & WATER LAW, LLC	4,950.00
189520	EFS WEST INC	90,250.00
189521	ENGINEERING RESOURCES OF SO CA	154,144.54
189522	FAITH IN ACTION	8,924.40
189523	FRONTIER COMMUNICATIONS	2,352.07
189524	GALLS, LLC	221.77
189525	GANCI, LINDA	231.43
189526	GARCIA, RICHARD	72.57
189527	GAS COMPANY, THE	414.61
189528	GOLDEN STAR TECHNOLOGY, INC	3,568.80
189529	GRAINGER	643.64
189530	GREEN COMPASS REALTY INC	72.44
189531	GUZMAN, SUSANA	195.00
189532	HAAKER EQUIPMENT COMPANY	61.74
189533	HOME DEPOT #8987	203.25
189534	I.B.E.W. LOCAL 47	10,718.38
189535	I.B.E.W. LOCAL 47 (PAC)	40.00
189536	IMPERIAL SUPPLIES, LLC	572.44
189537	IRON MOUNTAIN INFORMATION MGMT, LLC	132.36

City of Banning
Warrant List December 2023

Warrant Number	Vendor Name	Warrant Amount
189538	JACKSON, DAVID	420.00
189539	JC3 ELECTRIC LLC	319.84
189540	KEN GRODY FORD REDLANDS	3,117.41
189541	LAKSHMANAN &, NARAYANAN	142.42
189542	LEXISNEXIS RISK SOLUTIONS	112.55
189543	LINCOLN FINANCIAL GROUP	13,232.39
189544	MENDOZA &, IRIS	33.46
189545	MIKE ROQUET CONSTRUCTION, INC.	9,620.00
189546	MILSOFT UTILITY SOLUTIONS, INC	1,929.00
189547	MUNICIPAL CODE CORPORATION	7,385.00
189548	O'REILLY AUTO PARTS	196.43
189549	OLIN CORPORATION	6,353.98
189550	PARKHOUSE TIRE, INC.	838.70
189551	PARTS AUTHORITY	289.42
189552	PLATT, JEFFREY	110.01
189553	POLY-CORR INDUSTRIES	1,454.63
189554	PRESS-ENTERPRISE, THE	126.17
189555	QUINN COMPANY	145,516.16
189556	RIVERSIDE COUNTY SHERIFF-PSEC	4,865.29
189557	ROBLES, DIONA FLEMING	250.00
189558	RUBIO, RAMON	195.00
189559	SALEHI, MITCH	75.88
189560	SAN BERNARDINO PUBLIC EMPLOYEES	2,407.26
189561	SATELLITE PHONE STORE	307.95
189562	SCCI, INC DBA	250.00
189563	SILVER & WRIGHT, LLP	7,520.75
189564	SOFTWARE ONE, INC	366.30
189565	SOUTHERN CALIFORNIA EDISON	91.89
189566	STAPLES BUSINESS ADVANTAGE	130.13
189567	STATE OF CALIFORNIA DOJ	2,191.98
189568	STATE WATER RESOURCES CONTROL	10,602.00
189569	STATE WATER RESOURCES CONTROL	105.00
189570	TIME WARNER CABLE	983.37
189571	U.S. BANK	5,500.00
189572	UNDERGROUND SERVICE ALERT	192.28
189573	UNITED WATER WORKS, INC	24,241.45
189574	VIGILANT LLC	8,199.94
189575	WALLACE, COLLEEN	98.44
189576	WESTERN AUDIO VISUAL & SECURITY	22,472.65
189577	WESTERN WATER WORKS SUPPLY CO	2,589.24
189578	WILBUR'S POWER EQUIPMENT	226.37
189579	WITTMAN ENTERPRISES, LLC	2,743.50
189580	WRCOG	6,501.46
189581	ZENNER PERFORMANCE METERS, INC	48,033.76
189582	ABBOTT, CELIA	195.00
189583	ABS FACILITY SERVICES INC	19,634.77
189584	ALL STAR ELITE SPORTS	581.25
189585	AMAZON BUSINESS	2,076.94
189586	AMERICAN FORENSIC NURSES	1,021.02
189587	ARAMARK UNIFORM & CAREER APPAREL	248.19
189588	ARCE, PAUL	280.00

City of Banning
Warrant List December 2023

Warrant Number	Vendor Name	Warrant Amount
189589	AT&T CALNET 2	202.25
189590	AUER, WILLIAM	621.00
189591	BABCOCK LABORATORIES, INC	2,644.00
189592	BAMBOO IDE8 INSURANCE SERVICES	9,000.00
189593	BANNING BEAUMONT PILATES & FITNESS	17.50
189594	BANNING VETERINARY HOSPITAL	1,343.94
189595	BARR DOOR, INC	1,619.66
189596	BEAUMONT DO IT BEST HOME CENTER	54.93
189597	BECERRA, ELADIO	195.00
189598	BENHAR, DIANA T	231.00
189599	BIO-TOX LABORATORIES	1,093.00
189600	BLOOMHUFF, NINA	195.00
189601	BOIES, SANDRA DIANE	195.00
189602	BOSTON, LINDA	195.00
189603	BUSINESS TELECOMMUNICATION	1,200.08
189604	CABAZON WATER DISTRICT	10,777.86
189605	CASC ENGINEERING AND CONSULTING INC	501.00
189606	CASTILLO, JORGE IVAN	1,058.44
189607	CDW GOVERNMENT, INC	2,732.28
189608	CELL BUSINESS EQUIP-LEASING	878.08
189609	CELL BUSINESS EQUIPMENT (CBE)	49.80
189610	CINTAS CORPORATION	735.87
189611	CITY OF BANNING (BNG)	185.89
189612	CORE & MAIN, LP	70.57
189613	CRABTREE, JEFFREY	195.00
189614	DAVILA, BERTHA	195.00
189615	DAVIS, RANDOLYN	195.00
189616	DBT TRANSPORTATION SERVICES, LLC	7,000.00
189617	DEWALT, RICK	195.00
189618	DIAMOND ENVIRONMENTAL SERVICES	165.40
189619	DIAZ, ARTURO	195.00
189620	E.R. BLOCK PLUMBING	2,847.81
189621	ECCLESTONE, CHERYL	195.00
189622	EISENHOWER HEALTH	1,200.00
189623	ELLIOTT, PATRICIA	195.00
189624	ENGINEERING RESOURCES OF SO CA	113,321.40
189625	EPSILON ENGINEERING, INC	61,472.60
189626	ESTERSON, LORI	195.00
189627	FALTO, CONSTANCE	195.00
189628	FERRELLGAS LP	2,600.68
189629	FLETCHER, CORAL	195.00
189630	FRONTIER COMMUNICATIONS	3,557.15
189631	GARDA CL WEST INC	1,267.41
189632	GAS COMPANY, THE	585.87
189633	GONZALEZ, MARIA	195.00
189634	GRAINGER	913.86
189635	GRANT, SHARON	150.00
189636	GREYBAR PRINTING	834.60
189637	HAMPTON, PATRICIA	195.00
189638	HARDEE, TIMOTHY	195.00
189639	HAZEN AND SAWYER	53,972.00

City of Banning
Warrant List December 2023

Warrant Number	Vendor Name	Warrant Amount
189640	HEADLEY, MARTIN	195.00
189641	HERNANDEZ, CARLA	1,155.00
189642	HERRERA, SANDRA	195.00
189643	HOPKINS, VICKI	195.00
189644	HUERTA JR., GILBERT	525.00
189645	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,099.18
189646	INFOSEND, INC	5,909.63
189647	JAUREGUI, ROBERTO	16.50
189648	JOHNSON, VIVETTE	195.00
189649	JOHNSON, WILLIAM	364.00
189650	JP NELSON & SONS	681.89
189651	KAKISH, BISHARA	195.00
189652	KEN GRODY FORD REDLANDS	271.98
189653	KOLLER, MARIE	14.70
189654	LARA, TORIBIO	195.00
189655	LEXISNEXIS RISK SOLUTIONS	112.55
189656	LOERA, JACK	16.50
189657	LOFTIS, MILDRED	195.00
189658	LYNCH, MIKE	250.00
189659	MACDONALD, DOUGLAS	195.00
189660	MARIPOSA LANDSCAPES, INC	1,275.00
189661	MAYA, MARIA	195.00
189662	MCCOY-TORRES, LYNETTE	42.00
189663	MICHALEC, MARY	195.00
189664	MIDDLETON, SHARON	195.00
189665	MILLER, NINA	195.00
189666	MIXON, FRANKLEN	401.88
189667	MIXON, FRANKLEN	16.50
189668	MORENO, ANGELA	195.00
189669	MORGAN, DEIDRA J	168.00
189670	MUNOZ, RENE	16.50
189671	ONLINE UTILITY EXCHANGE	993.51
189672	ORONA, DIANE	195.00
189673	PACKHAM & TOOMEY, INC	1,595.00
189674	PALENCIA, JUSTIN	113.14
189675	PARKHOUSE TIRE, INC.	3,905.35
189676	PARS	248.62
189677	PARTS AUTHORITY	473.28
189678	PETRUCCI, TERESA	195.00
189679	PRATT, EDWARD	315.00
189680	PRUITT, CARMEN	195.00
189681	PULIDO, ANGELINA	195.00
189682	PULVER, JODEANE V	196.00
189683	QUADIENT LEASING USA, INC	521.66
189684	RECORD GAZETTE, THE	875.00
189685	RICHARDS WATSON GERSHON	90,634.17
189686	RICHARDS, LORENA	195.00
189687	RIV. CO. CLERK RECORDER	52.00
189688	RIVERA, KATHLEEN	195.00
189689	ROEBUCK, ALYSSA	16.50
189690	SCA OF CA, LLC	10,080.00

City of Banning
Warrant List December 2023

Warrant Number	Vendor Name	Warrant Amount
189691	SCCI, INC DBA	500.00
189692	SCHULZE, DOUG	37.81
189693	SCPPA	3,210.09
189694	SHRED-IT USA, LLC	392.04
189695	SIQUEIROS, JUANA	195.00
189696	SMITH, BRANDON	950.00
189697	SMITH, JOHN	195.00
189698	SOLANO, PATRICIA	195.00
189699	SOUTHERN CALIFORNIA GAS CO	10,040.48
189700	STAPLES BUSINESS ADVANTAGE	656.83
189701	STC TRAFFIC INC	1,477.50
189702	STEWARD, JOHN	1,800.00
189703	TAPIA, SALOMON	195.00
189704	THORNTON, MEL	315.00
189705	TIME WARNER/CHARTER	389.80
189706	TRENCH SHORING COMPANY	1,800.00
189707	UNITED STATES POSTAL SERVICE	636.00
189708	UNITED WATER WORKS, INC	8,328.69
189709	VALDEZ JR, MARY ALICE & ANTONIO	195.00
189710	VALENCIA, MARIBEL	195.00
189711	VEOLIA WATER CONTRACT OPERATIONS US	73,434.00
189712	VILLEGAS, JOSE	315.00
189713	WESTERN AUDIO VISUAL & SECURITY	22,472.65
189714	WILLIAMS, KAYLA	17.50
189715	ALBERT A. WEBB ASSOCIATES	27,865.20
189716	ALL STAR ELITE SPORTS	603.80
189717	ALTA PLANNING + DESIGN INC	2,806.67
189718	AMAZON BUSINESS	423.21
189719	AMERICAN FIDELITY ASSURANCE	18,355.32
189720	ARTISTIC MAINTENANCE, INC.	4,092.00
189721	AT&T CALNET 2	399.96
189722	ATBACKGROUNDS	2,733.41
189723	AUER, WILLIAM	1,242.00
189724	AUTOMATED GATE SERVICES, INC.	336.00
189725	BARRY ANINAG INVESTIGATIONS LLC	23,974.50
189726	BEAUMONT DO IT BEST HOME CENTER	839.09
189727	BIO-TOX LABORATORIES	316.00
189728	BLAIS & ASSOCIATES, LLC	3,305.00
189729	CANON FINANCIAL SERVICES, INC	1,881.86
189730	CAPPO	560.00
189731	CAROLLO ENGINEERS	704.00
189732	CHAPMAN, TERI & CHARLES	934.51
189733	CINTAS CORPORATION	882.72
189734	CONCENTRA MEDICAL CENTERS	2,731.59
189735	CORE & MAIN, LP	2,324.17
189736	COUNSELING TEAM INTERNATIONAL, THE	4,300.00
189737	CYBERTIME NETWORK COMMUNICATIONS	2,599.00
189738	DEUSENBERRY, DANIEL	42.50
189739	DIAMOND ENVIRONMENTAL SERVICES	636.00
189740	ENTERPRISE FM TRUST	21,155.15
189741	EXECUTIVE FACILTIES SERVICES INC	15,187.69

City of Banning
Warrant List December 2023

Warrant Number	Vendor Name	Warrant Amount
189742	FRONTIER COMMUNICATIONS	568.75
189743	FUN EXPRESS	386.65
189744	GAS COMPANY, THE	48.14
189745	GHJ ADVISORS	21,338.00
189746	GRAINGER	153.48
189747	HAZEN AND SAWYER	23,906.00
189748	HOME DEPOT #8987	320.63
189749	HUBBURT, KEVIN	12.75
189750	HUERTA, MELIDA	208.96
189751	IMPERIAL SUPPLIES, LLC	166.49
189752	JNE POLYGRAPH LLC	3,400.00
189753	JONES, SANDRA	1,800.00
189754	LANGUAGE TESTING INTERNATIONAL	361.50
189755	LIEBERT CASSIDY WHITMORE	1,892.00
189756	LOADER, MICHAEL	5,540.74
189757	LOZANO SMITH LLP	42,977.25
189758	MARIPOSA LANDSCAPES, INC	9,500.36
189759	MEZA, TOMMY & GLORIA	195.00
189760	MGT OF AMERICA CONSULTING, LLC	19,658.00
189761	MITSUBISHI ELECTRIC & ELECTRONICS	341.67
189762	MIXON, FRANKLEN	2,288.21
189763	NOLLETTE, BRADY	110.50
189764	NOTTINGHAM, MICHAEL	12.75
189765	OLIN CORPORATION	6,067.92
189766	ORACLE AMERICA INC	13,613.96
189767	PARTS AUTHORITY	2,234.02
189768	PAYPRO ADMINISTRATORS	488.00
189769	PUBLIC AGENCY RETIREMENT SERVICES	300.00
189770	PUBLIC ENTITY RISK MANAGEMENT	44,082.18
189771	REAVIS CODE UTILITY SOLUTIONS, LLC	400.00
189772	RINCON CONSULTANTS, INC.	3,194.28
189773	RIVERSIDE HOUSING DEVELOPMENT	42.86
189774	SMITH, JASON	299.00
189775	SO CAL JOINT POLE COMMITTEE	873.99
189776	SORIANO, RICHARD	189.75
189777	STAPLES BUSINESS ADVANTAGE	1,467.60
189778	STATE OF CALIFORNIA DOJ	1,123.00
189779	STATE WATER RESOURCES CONTROL	44,554.00
189780	TEAMCALIFORNIA ECONOMIC DEV CORP	1,250.00
189781	TERMINIX COMMERCIAL	8,962.80
189782	TERMONFILS, KEVIN	231.50
189783	TEXAS LIFE INSURANCE COMPANY	6,366.13
189784	TIME WARNER CABLE	1,966.74
189785	TIME WARNER CABLE (086811201)	95.01
189786	TRANSTECH ENGINEERS, INC	6,313.00
189787	UNITED STATES POSTAL SERVICE	388.00
189788	UTLEY, AMBER	189.75
189789	VACA, YVETTE	68.00
189790	VELA, ARTURO	944.72
189791	VEOLIA WATER CONTRACT OPERATIONS US	220,302.00
189792	VERIZON WIRELESS SERVICES, LLC	8,583.50

City of Banning
Warrant List December 2023

Warrant Number	Vendor Name	Warrant Amount
189793	VIRTUAL PROJECT MANAGER, LLC	1,000.00
189794	WALKER, LORRAINE	117.74
189795	WASTE MANAGEMENT OF THE IE	209.31
189796	WESTRUX INTERNATIONAL INC	524.25
189797	WILLDAN FINANCIAL SERVICES	1,120.72
189798	YUNEX, LLC	1,448.00
189799	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,044.96
189800	PARS	201.74
9007732	WELLS FARGO BANK	617,862.32
9007733	CA. ST. EMPLOYMENT DEV. DEPT.	45,635.20
9007734	INTERNAL REVENUE SERVICE	207,209.67
9007735	TASC	925.03
9007736	WELLS FARGO BANK	400.00
9007737	CALPERS 457 PLAN - 450260	38,707.94
9007738	WELLS FARGO CARD SERVICES INC	56,505.77
9007739	WINDSTREAM SERVICES, LLC	1,857.58
9007740	WINDSTREAM SERVICES, LLC	1,878.75
9007741	CA. ST. PUBLIC EMPLOYEES	154,301.63
9007742	CA. ST. PUBLIC EMPLOYEES	163,126.16
9007743	CA. ST. PUBLIC EMPLOYEES	6,372.21
9007744	CA. ST. PUBLIC EMPLOYEES	155,773.00
9007745	CA. ST. PUBLIC EMPLOYEES	280.77
9007746	WELLS FARGO BANK	646,056.36
9007747	CORPORATION SERVICE COMPANY	26.00
9007748	CA. ST. EMPLOYMENT DEV. DEPT.	48,361.11
9007749	INTERNAL REVENUE SERVICE	213,349.39
9007750	TASC	1,489.58
9007751	WELLS FARGO BANK	400.00
9007752	CA. ST. PUBLIC EMPLOYEES	157,283.02
9007753	CORPORATION SERVICE COMPANY	26.00
9007754	WELLS FARGO BANK	625,361.03
Grand Total		6,954,682.52

Less Voided / Reissued Checks from Prior Period	(3,192.00)
Less Voided Checks Prior Period	(12.75)
Add Payroll Checks	15,142.48
Total Remittance for Month	6,966,620.25

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1132	12/18/2023	RIVERSIDE PUBLIC UTILITIES	284		670-7000-331.20-01	INTEREST REVENUE REVENUE REC'D IN NOV 2023	(5,200.22)
					670-7000-356.38-10	ENERGY REVENUE REVENUE REC'D IN NOV 2023	(1,426.57)
					670-7000-356.38-17	CRR REVENUE REVENUE REC'D IN NOV 2023	(23,365.37)
					670-7000-356.38-20	TRANS REVENUE REVENUE REC'D IN NOV 2023	(78,002.09)
					670-7010-473.27-09	S&D EXPENSE PAID DURING NOV 2023	98,298.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING NOV 2023	970,016.58
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING NOV 2023	489,187.60
					670-7010-473.27-70	TRANS EXPENSE PAID DURING NOV 2023	437,022.14
189488	12/7/2023	AMAZON BUSINESS	114Q-KTTD-34L4	032295	675-7020-473.41-46	LIGHT UP YOUR HOLIDAYS LI	73.24
			11PK-G6XJ-XL3H	032295	675-7020-473.36-00	LIGHT UP YOUR HOLIDAYS LI	18.30
			136J-N776-MJ7F	032294	670-7000-473.36-00	FACESHIELD STORAGE BAG	145.99
			1391-YXNM-H9LN	032293	660-6300-471.41-46	OFFICE ITEMS	37.66
			16MC-6NVK-P14T	032294	670-7000-473.36-00	MEMORY CARDS	15.69
			17T3-TR9K-K9WV	032295	675-7020-473.41-46	LIGHT UP YOUR HOLIDAYS LI	260.59
			19H4-CNXD-FFHR	032293	704-3200-412.36-00	FURNITURE	139.05
			1CD9-JRGW-7FKY	032294	670-7000-473.89-48	NOISE CANCELLING EARBUDS	127.55
			1KRP-Q4FP-CWVF	032295	675-7020-473.41-46	LIGHT UP YOUR HOLIDAYS LI	325.60
			1LKV-47XC-MYKX	032180	001-1400-412.36-00	DECOR FOR HOLIDAY PARTY	10.76
			1VQR-NN13-3DFY	032180	001-1400-412.36-00	ACRYLIC DISPLAY EASELS	15.07
			1WWM-Y6VK-JNJ1	032180	001-1400-412.36-00	FRIDGE LOCK, DECOR	37.68
			1WWW-7MCQ-GD1D	032294	670-7000-473.36-00	DISINFECTING WIPES	64.48
			1YD7-N1JT-JKF9	032293	660-6300-471.41-46	OFFICE ITEMS	38.76
189489	12/7/2023	AMERICAN ESTATE & TRUST	000098131		001-0000-218.22-22	UB CR REFUND-FINALS 000011728	108.59
189490	12/7/2023	AMERICAN FIDELITY ASSURANCE	OCTOBER 2023		001-0000-204.30-00	WHOLE/TERM LIFE OCTOBER 2023	7,094.84
					001-0000-204.80-02	CANCER POLICY OCTOBER 2023	4,219.48
					001-0000-204.80-09	ACCIDENT POLICY OCTOBER 2023	3,824.70
					001-0000-204.80-11	DISABILITY SUPP STD OCTOBER 2023	6,641.78
					001-0000-204.80-12	CRITICAL ILLNESS OCTOBER 2023	2,168.18
					001-0000-204.80-16	GRP HOSP INDEMITY OCTOBER 2023	1,362.90
189491	12/7/2023	AMERICAN FORENSIC NURSES	78314	032464	001-2200-421.33-31	PD BLOOD DRAWS	292.04
			78316	032464	001-2200-421.33-31	CHP BLOOD DRAWS	146.02
189492	12/7/2023	ARIAS DE RAMIREZ, LEONILA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT	195.00
189493	12/7/2023	ARTISTIC MAINTENANCE, INC.	0036564-IN	030561	111-4900-432.23-29	IRR. REPAIR-VANDALIZED	94.64
			0036565-IN	030561	111-4900-432.23-29	IRR. REPAIR-VANDALIZED	178.05
			0036587-IN	030561	111-4900-432.23-29	IRR. REPAIR-VANDALIZED	444.18
189494	12/7/2023	AT&T MOBILITY LLC	287332160118X11		001-2200-421.26-05	MONTHLY SERVICES ACCT# 287332160118	1,207.20
			992351038111923		001-2200-421.26-05	MONTHLY SERVICES ACCT# FAN02391479	1,673.91
189495	12/7/2023	AURIGA CORPORATION	8077	031498	673-7000-473.96-47	TASK 2- ELECTRICAL DESIGN	1,150.00
189496	12/7/2023	BAMBOO IDE8 INSURANCE SERVICES	119230		001-0001-412.23-47	SURETY BOND 33 S SAN GORGONIO	0.00
189497	12/7/2023	BANNING POLICE OFFICERS ASSOC.	NOVEMBER 2023		001-0000-204.50-00	POLICE OFFICER ASSOC DUES NOVEMBER 2023	2,560.30
189498	12/7/2023	BARRETT &, AMANDA LEE	000091135		001-0000-218.22-22	UB CR REFUND-FINALS 000018856	59.81
189499	12/7/2023	BEAUMONT CHERRY VALLEY WATER	0005063		660-6300-471.27-14	COB SHARE WELLS 24 25 26 OCTOBER 2023	2,107.15
189500	12/7/2023	BEAUMONT DO IT BEST HOME CENTER	536121	032304	704-3200-412.30-02	FIRE DRN CLEANER	6.99
			536147	032304	704-3200-412.30-01	TOOLS/SUPPLIES	75.93
189501	12/7/2023	BRASCH, JOHN F & MIDORI M	000091793		001-0000-218.22-22	UB CR REFUND-FINALS 000017438	62.89
189502	12/7/2023	BRIGHTLY SOFTWARE , INC	INV-220500	031825	001-2700-442.23-33	PROJ MGMT CUSTOMIZATION	8,050.00
189503	12/7/2023	BUTLER JR, CHARLES	000051897		001-0000-218.22-22	UB CR REFUND-FINALS 000050558	1,636.37
189504	12/7/2023	CA. DEPT OF TRANSPORTATION	SL240119		100-4900-431.26-02	SIGNALS & LIGHTING JULY 2023-SEPT 2023	2,123.47
189505	12/7/2023	CALIFORNIA LAW ENFORCE ASSN	DECEMBER 2023		001-0000-204.80-13	POLICE LTD PREMIUMS DECEMBER 2023	864.00
189506	12/7/2023	CALIFORNIA WATER ENVIRONMENT	ID 37375 FY24		660-6300-471.23-03	CWEA ASSN MMBRSHP DUES 2/1/24-1/31/25 GERDES	221.00
189507	12/7/2023	CANALES, SILVERIO	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT	195.00
189508	12/7/2023	CANON FINANCIAL SERVICES, INC	31608128	032575	001-2200-421.32-06	CANON LEASE RECORDS	332.16
189509	12/7/2023	CELL BUSINESS EQUIPMENT (CBE)	IN2678779	032576	001-2200-421.32-06	COPY COUNT	142.88
			IN2681593	032576	001-2200-421.32-06	COPY COUNT RECORDS	85.43
			IN2683722	032335	001-4000-461.30-06	COPIER MAINTENANCE	118.53

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189509	12/7/2023	CELL BUSINESS EQUIPMENT (CBE)	IN2683722	032335	660-6300-471.30-06	COPIER MAINTENANCE	10.53
					670-7000-473.30-06	COPIER MAINTENANCE	115.70
					705-4500-412.30-06	COPIER MAINTENANCE	267.19
					761-3100-480.30-06	COPIER MAINTENANCE	50.08
189510	12/7/2023	CI TECHNOLOGIES, INC.	12168		001-2200-421.30-17	IA PRO SYSTEM 11/2023-10/2024	2,448.00
189511	12/7/2023	CINTAS CORPORATION	4172742890	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4173465124	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4174230412	032322	660-6300-471.25-02	UNIFORMS	292.83
					680-8000-454.23-02	UNIFORMS	112.49
			4174940699	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4175619276	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4175619401	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	317.30
189512	12/7/2023	CONSOLIDATED ELECTRICAL	0954-1025184	032190	704-3200-412.30-02	25 4FT LEDS	175.09
189513	12/7/2023	CORE & MAIN, LP	T831125		660-0000-131.00-00	INVENTORY PO NUM 032355	795.04
189514	12/7/2023	CYBERTIME NETWORK COMMUNICATIONS	1521-240101	032557	660-6300-471.26-07	LOOPED MICROWAVE BACKBONE	1,900.00
			1522-240102	032558	703-3700-480.30-19	INTERNET FEED-CITY HALL	699.00
189515	12/7/2023	DORAN MOTORSPORTS GROUP INC	000101067		001-0000-218.22-22	UB CR REFUND-FINALS 000054086	443.77
189516	12/7/2023	DUDEK	202309559	031985	660-0000-232.00-00	WELL M12A DRILLING & EQUIP RETAINAGE	(1,414.83)
					660-6300-471.95-08	WELL M12A DRILLING & EQUIP	14,148.25
189517	12/7/2023	DUNAWAY, JOHN E	000091881		001-0000-218.22-22	UB CR REFUND-FINALS 000013334	1,125.87
189518	12/7/2023	E.R. BLOCK PLUMBING	140620	030133	660-6300-471.33-11	BACKFLOW TESTS	4,815.00
189519	12/7/2023	EARTH & WATER LAW, LLC	ACMG202203	032648	600-5100-435.33-11	BANN AIRPORT PERMIT ASST.	4,950.00
189520	12/7/2023	EFS WEST INC	230157	032650	610-0000-232.00-00	CNG STATION RETAINAGE	(4,750.00)
					610-5800-434.90-56	CNG STATION	95,000.00
189521	12/7/2023	ENGINEERING RESOURCES OF SO CA	59617	032559	001-3000-442.33-53	INSPECTION SERVICES	97,669.74
			59678	032559	001-3000-442.33-53	PLAN CHECK SERVICES	49,859.80
			59679	032552	660-6300-471.33-11	STAFF AUGMENTATION	4,630.50
					680-8000-454.33-11	STAFF AUGMENTATION	1,984.50
189522	12/7/2023	FAITH IN ACTION	#9	032046	810-9700-490.90-59	OPV SERVICES	8,924.40
189523	12/7/2023	FRONTIER COMMUNICATIONS	9511970006NOV23		670-7000-473.26-07	951-197-0006 11/05/23-12/04/23	1,010.00
			9518491575NOV23		001-2200-421.26-05	951-849-1575 11/13/23-12/12/23	96.04
			9518491595NOV23		001-2200-421.26-05	951-849-1595 11/13/23-12/12/23	99.76
			9519220196NOV23		001-2200-421.26-05	951-922-0196 11/16/23-12/15/23	1,146.27
189524	12/7/2023	GALLS, LLC	026286618	032465	001-2210-421.36-04	UNIFORM FOR KENNEDY	94.72
			026286619	032465	001-2210-421.36-04	UNIFORM FOR JANE KENNEDY	101.25
			026340733	032465	001-2200-421.36-04	OFFICER SUPPLIES	12.90
			026352023	032465	001-2200-421.36-04	OFFICER SUPPLIES	12.90
189525	12/7/2023	GANCI, LINDA	000109529		001-0000-218.22-22	UB CR REFUND-FINALS 000009468	231.43
189526	12/7/2023	GARCIA, RICHARD	000109505		001-0000-218.22-22	UB CR REFUND-FINALS 000009780	72.57
189527	12/7/2023	GAS COMPANY, THE	03292684002NV23		001-4000-461.26-06	COMMUNITY CENTER 10/16/23-11/15/23	30.44
			05192710001NV23		001-3600-461.26-06	PARKS & REC 10/16/23-11/15/23	20.01
			07702683751NV23		001-2200-421.26-06	125 E RAMSEY 10/16/23-11/15/23	75.68
			09142474007NV23		001-4050-461.26-06	SENIOR CENTER 10/16/23-11/15/23	167.86
			13392459007NV23		600-5100-435.26-06	AIRPORT 10/20/23-11/21/23	67.55
			16108344439NV23		001-4010-461.26-06	AUQUATICS 10/16/23-11/15/23	53.07
189528	12/7/2023	GOLDEN STAR TECHNOLOGY, INC	INV92250	032163	148-2200-421.89-48	GETAC FOR UNIT	3,568.80
189529	12/7/2023	GRAINGER	9917958333	032313	702-3800-480.38-52	BEACON LIGHT #619	245.74
			9918567687	032313	702-3800-480.38-52	PARTS SHOP SUPPLIES	43.66
			9918567703	032313	702-3800-480.38-52	LIGHTS #344	200.93
			9919143199	032313	702-3800-480.38-52	CONSPICUITY TAPE #344	153.31
189530	12/7/2023	GREEN COMPASS REALTY INC	000107955		001-0000-218.22-22	UB CR REFUND-FINALS 000009564	72.44
189531	12/7/2023	GUZMAN, SUSANA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT	195.00

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189532	12/7/2023	HAAKER EQUIPMENT COMPANY	C1AA1M	032327	680-8000-454.45-16	NITROGEN CANISTER	61.74
189533	12/7/2023	HOME DEPOT #8987	0374156	032194	704-3200-412.30-02	METAL SURGE	149.26
			1010290	032194	704-3200-412.36-00	OUTDOOR PLUG	25.82
			8521071	032314	675-7020-473.36-00	LIGHT UP YOUR HOLIDAYS LI	28.17
189534	12/7/2023	I.B.E.W. LOCAL 47	NOVEMBER 2023		001-0000-204.53-00	GEN/UTILITY UNION DUES NOVEMBER 2023	10,718.38
189535	12/7/2023	I.B.E.W. LOCAL 47 (PAC)	NOVEMBER 2023		001-0000-204.80-01	PAC DUES NOVEMBER 2023	40.00
189536	12/7/2023	IMPERIAL SUPPLIES, LLC	I0018M7743	032315	702-3800-480.38-52	STOCK SUPPLIES	336.92
			I0018N3154	032315	702-3800-480.38-52	STOCK	235.52
189537	12/7/2023	IRON MOUNTAIN INFORMATION MGMT, LLC	HZKN217	032393	670-7000-473.33-11	SHREDDING SERVICES	132.36
189538	12/7/2023	JACKSON, DAVID	FLAG FTBALL 23		001-4000-461.23-15	REFEREE FLAG FTBALL 2023	420.00
189539	12/7/2023	JC3 ELECTRIC LLC	000109211		001-0000-218.22-22	UB CR REFUND-FINALS 000004636	319.84
189540	12/7/2023	KEN GRODY FORD REDLANDS	254644	032317	702-3800-480.30-05	REPAIRS #232	3,117.41
189541	12/7/2023	LAKSHMANAN &, NARAYANAN	000077355		001-0000-218.22-22	UB CR REFUND-FINALS 000002466	142.42
189542	12/7/2023	LEXISNEXIS RISK SOLUTIONS	160860120231031	032332	001-2200-421.30-17	LEXIS NEXIS	112.55
189543	12/7/2023	LINCOLN FINANCIAL GROUP	OCTOBER 2023		001-0000-204.14-00	CUR PERIOD ADJ LTD OCTOBER 2023	924.71
						CUR PERIOD ADJ STD OCTOBER 2023	1,248.68
						LINCOLN LTD OCTOBER 2023	3,225.54
						LINCOLN STD OCTOBER 2023	4,433.42
					001-0000-204.30-00	CUR PERIOD ADJ GRP LIFE OCTOBER 2023	343.20
						CUR PERIOD ADJ LINCOLN VOL LIFE BUY-UP	(535.47)
						LINCOLN GROUP LIFE OCTOBER 2023	2,303.97
						LINCOLN VOL LIFE BUY-UP OCTOBER 2023	1,288.34
189544	12/7/2023	MENDOZA &, IRIS	000108379		001-0000-218.22-22	UB CR REFUND-FINALS 000007498	33.46
189545	12/7/2023	MIKE ROQUET CONSTRUCTION, INC.	0202-163CR	032548	673-7000-473.96-41	CONCRETE REPAIRS AT POST	9,620.00
189546	12/7/2023	MILSOFT UTILITY SOLUTIONS, INC	20236829		670-7000-473.90-49	HOSTED TEXTING MONTHLY NOVMBER 2023	1,929.00
189547	12/7/2023	MUNICIPAL CODE CORPORATION	277832	032189	001-1400-412.33-72	ANNUAL CODE HOSTING FEES	1,150.00
			277874	032189	001-1400-412.33-72	ANNUAL CODE HOSTING SUBSC	6,235.00
189548	12/7/2023	O'REILLY AUTO PARTS	6117-176141	032350	702-3800-480.38-52	DISC PAD SET #95	196.43
189549	12/7/2023	OLIN CORPORATION	900317705	032622	660-6300-471.36-08	SODIUM HYPOCHLORITE	6,353.98
189550	12/7/2023	PARKHOUSE TIRE, INC.	2010878442	032427	702-3800-480.38-52	TIRES #838	838.70
189551	12/7/2023	PARTS AUTHORITY	065-469575	032423	702-3800-480.38-52	STT LAMP STOCK	23.30
			070-982358	032423	702-3800-480.38-52	PROACT DISK PAD #95	52.34
			091-318282	032423	702-3800-480.38-52	5/8 HITCH PIN #344	3.72
			091-318334	032423	702-3800-480.38-52	AIR,CABIN FILTERS #317	50.45
			094-330349	032423	702-3800-480.38-52	STT LAMP #358	23.30
			101-270193	032423	702-3800-480.38-52	STT LAMP #352	46.59
			292-450827	032423	702-3800-480.38-52	WIRE LOOM SUPPLIES	19.93
			292-451045	032423	702-3800-480.38-52	PROACT DISK PAD #95	69.79
189552	12/7/2023	PLATT, JEFFREY	REIMB 11/30		810-9700-490.90-59	FUEL - CLEAN UP	110.01
189553	12/7/2023	POLY-CORR INDUSTRIES	72135A-IN	032626	100-4900-431.36-00	SAND BAGS	1,454.63
189554	12/7/2023	PRESS-ENTERPRISE, THE	0011633905	032597	660-6300-471.23-01	RFP 23-041 SCADA MAINT AD	126.17
189555	12/7/2023	QUINN COMPANY	G3643501	032017	660-6300-471.90-56	BACKHOE LOADER	144,937.40
			PCA00398438	031627	702-3800-480.38-52	HYD OIL #362	578.76
189556	12/7/2023	RIVERSIDE COUNTY SHERIFF-PSEC	PE0000001334		001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC OCTOBER 2023	4,865.29
189557	12/7/2023	ROBLES, DIONA FLEMING	EYEWEAR FY24		610-5800-434.25-10	EMPLOYEE EYEWEAR REIMBURS FLEMING ROBLES	250.00
189558	12/7/2023	RUBIO, RAMON	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT	195.00
189559	12/7/2023	SALEHI, MITCH	000109923		001-0000-218.22-22	UB CR REFUND-FINALS 000055578	75.88
189560	12/7/2023	SAN BERNARDINO PUBLIC EMPLOYEES	NOVEMBER 2023		001-0000-204.51-00	TEAMSTER DUES NOVEMBER 2023	2,407.26
189561	12/7/2023	SATELLITE PHONE STORE	9408-991973	032428	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95
189562	12/7/2023	SCCI, INC DBA	228395	032413	660-6300-471.23-06	SAFETY MEETING	250.00
189563	12/7/2023	SILVER & WRIGHT, LLP	32130		700-5300-480.33-04	1118 WEST RAMSEY OCTOBER 2023	903.00
						1170 WEST RAMSEY OCTOBER 2023	825.60
						1240 WEST RAMSEY OCTOBER 2023	464.40
						1979 WEST LINCOLN OCTOBER 2023	1,496.40
						2437 WEST LINCOLN OCTOBER 2023	206.40

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189563	12/7/2023	SILVER & WRIGHT, LLP	32130		700-5300-480.33-04	2735 WEST LINCOLN OCTOBER 2023	477.35
						775 EAST LINCOLN OCTOBER 2023	1,548.00
						GENERAL CODE ENFORCEMENT OCTOBER 2023	1,599.60
189564	12/7/2023	SOFTWARE ONE, INC	US-PSI-1409034	032564	703-3700-480.30-17	GOVT MNTHLY SUB-MICROSOFT	366.30
189565	12/7/2023	SOUTHERN CALIFORNIA EDISON	360828122NOV23		670-7000-473.26-04	SVC HIGHLAND HOME RD/ NOVEMBER 2023	91.89
189566	12/7/2023	STAPLES BUSINESS ADVANTAGE	3552395020	032340	675-7020-473.41-46	LIGHT UP YOUR HOLIDAYS LI	130.13
189567	12/7/2023	STATE OF CALIFORNIA DOJ	697488	032502	001-2200-421.33-31	CHP BLOOD DRAWS	210.00
			697547	032502	001-2200-421.33-31	CHP CLOOD ANALYSIS	105.00
			697580	032502	001-2200-421.26-05	MISC SERVICES	1,876.98
189568	12/7/2023	STATE WATER RESOURCES CONTROL	SW-0272677		660-6300-471.23-37	FAC ID 7 33M1000210 ANN PERMIT FEE 7/23-6/24	10,602.00
189569	12/7/2023	STATE WATER RESOURCES CONTROL	FY24 CERT 14912		660-6300-471.41-04	DRINKING WATER TRTMNT OP GRD D5 LYNCH 14912	105.00
189570	12/7/2023	TIME WARNER CABLE	0331839102523		670-7000-473.26-07	FIBER OPTIC INTERNET 10/25/23-11/24/23	983.37
189571	12/7/2023	U.S. BANK	7068353		669-6300-471.65-08	ADMIN FEES WATER ENT REVENUE BONDS	2,750.00
			7068628		678-7000-473.65-08	ADMIN FEES ELEC REFUNDING REV BONDS	2,750.00
189572	12/7/2023	UNDERGROUND SERVICE ALERT	1120230042		100-4900-431.30-13	80 NEW TICKETS DECEMBER 2023	50.00
					660-6300-471.45-08	80 NEW TICKETS DECEMBER 2023	50.00
					670-7000-473.45-05	80 NEW TICKETS DECEMBER 2023	50.00
			23-241655		100-4900-431.30-13	CA STATE FEE - REG COSTS DECEMBER 2023	14.09
					660-6300-471.45-08	CA STATE FEE - REG COSTS DECEMBER 2023	14.10
					670-7000-473.45-05	CA STATE FEE - REG COSTS DECEMBER 2023	14.09
189573	12/7/2023	UNITED WATER WORKS, INC	S100123412.001		660-0000-131.00-00	INVENTORY PO NUM 032584	22,893.64
			S100125628.001		660-0000-131.00-00	INVENTORY PO NUM 032200	1,347.81
189574	12/7/2023	VIGILANT LLC	20501	032607	703-3700-480.33-11	ENDPOINT DETECT/RESPONSE	5,364.34
			20502	032607	703-3700-480.33-11	MEDR: CONTRACTED AMOUNT	2,835.60
189575	12/7/2023	WALLACE, COLLEEN	MILEAGE NOV23B		001-1000-411.23-05	LEAGUE OF CA CITIES WKSHP MILEAGE NOV23 WALLACE	98.44
189576	12/7/2023	WESTERN AUDIO VISUAL & SECURITY	19675	032547	001-2200-421.90-46	PD AUDIO VISUAL SECURITY	22,472.65
189577	12/7/2023	WESTERN WATER WORKS SUPPLY CO	1138781-00		660-0000-131.00-00	INVENTORY PO NUM 032418	1,702.45
			1407335-03		660-0000-131.00-00	INVENTORY PO NUM 032418	886.79
189578	12/7/2023	WILBUR'S POWER EQUIPMENT	12906	032205	100-4900-431.30-06	TOOLS/SUPPLIES	226.37
189579	12/7/2023	WITTMAN ENTERPRISES, LLC	231101202	032553	001-2400-422.33-11	BILLING SVC NOV 2023	2,743.50
189580	12/7/2023	WRCOG	1597		690-9600-453.23-03	FY23/24 SOLID WASTE COOP 6/1/23-6/30/24	2,780.08
					690-9600-453.33-11	FY23/24 AB939 EAR 6/1/23-6/30/24	3,721.38
189581	12/7/2023	ZENNER PERFORMANCE METERS, INC	0081573-IN		660-0000-131.00-00	INVENTORY PO NUM 032207	48,033.76
189582	12/14/2023	ABBOTT, CELIA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189583	12/14/2023	ABS FACILITY SERVICES INC	70929	032549	430-0000-232.00-00	MODULAR DESK INSTALL RETAINAGE	(1,033.41)
					430-2900-441.90-15	MODULAR DESK INSTALL	20,668.18
189584	12/14/2023	ALL STAR ELITE SPORTS	3881	032276	001-4000-461.36-09	SOCCER SHIRT	581.25
189585	12/14/2023	AMAZON BUSINESS	17FF-NQ69-7M4D	032299	001-1910-412.89-46	BULK BATTERIES & CHAIRS	761.74
			1F9D-TT4J-7HCP	032299	001-1910-412.89-46	FISCAL SERVICES	53.54
			1FRR-DJNW-TF9T	032294	670-7000-473.36-00	OFFICE SUPPLIES	19.83
			1GRC-K7WY-16LN	032296	001-4000-461.36-09	CHRISTMAS LETTERS	64.51
			1NKW-XYW6-9931	032296	001-4000-461.36-09	CHRISTMAS TABLE DECOR	71.06
			1NVN-G1G7-C6G1	032292	705-4500-412.36-00	HP TONER	416.82
			1RTL-NJXF-PX1V	032295	675-7020-473.41-46	LIGHT UP YOUR HOLIDAYS LI	689.44
189586	12/14/2023	AMERICAN FORENSIC NURSES	78369	032464	001-2200-421.33-31	STAND BY FEE JAN24	1,021.02
189587	12/14/2023	ARAMARK UNIFORM & CAREER APPAREL	5880463988	032351	761-3110-480.25-02	FSR UNIFORMS 11/24/23	82.73
			5880469721	032351	761-3110-480.25-02	FSR UNIFORMS 12-1-23	82.73
			5880475603	032351	761-3110-480.25-02	FSR UNIFORMS 12/8/23	82.73
189588	12/14/2023	ARCE, PAUL	NOVEMBER 2023		001-4000-461.23-15	GUITAR INSTRUCTION NOVEMBER 2023	280.00
189589	12/14/2023	AT&T CALNET 2	000020859523		001-2200-421.26-05	BAN# 9391033242 11/22/23-11/21/23	202.25
189590	12/14/2023	AUER, WILLIAM	TUITION FY24		001-2200-421.25-09	TUITION REIMBURSEMENT AUER	621.00
189591	12/14/2023	BABCOCK LABORATORIES, INC	CJ31290-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CJ31291-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CJ31293-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CJ31295-0030	032373	660-6300-471.23-32	WATER TESTING	84.00

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189591	12/14/2023	BABCOCK LABORATORIES, INC	CJ31383-0030	032373	660-6300-471.23-32	COLIFORMS	132.00
			CJ31385-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CJ31745-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CJ31747-0030	032373	660-6300-471.23-32	WATER TESTING	56.00
			CJ31748-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CJ32112-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CJ32117-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CK30098-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CK30145-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CK30397-0030	032373	660-6300-471.23-32	COLIFORMS	88.00
			CK30593-0030	032373	660-6300-471.23-32	COLIFORMS	22.00
			CK30594-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CK30596-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CK30598-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CK30951-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CK30952-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CK30977-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CK31501-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CK31504-0030	032373	660-6300-471.23-32	WATER TESTING	56.00
			CK31505-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
189592	12/14/2023	BAMBOO IDE8 INSURANCE SERVICES	119230		001-0001-412.23-47	SURETY BOND 33 S SAN GORGONIO	9,000.00
189593	12/14/2023	BANNING BEAUMONT PILATES & FITNESS	NOVEMBER 2023		001-4000-461.23-15	DANCE INSTRUCTION NOVEMBER 2023	17.50
189594	12/14/2023	BANNING VETERINARY HOSPITAL	817925		001-2300-424.33-90	MEDICAL EXAM #2311060035	232.00
			818069		001-2300-424.33-90	MEDICAL EXAM #2311080055	144.00
			818895		001-2300-424.33-90	MEDICAL EXAM #2311200017	112.00
			819287		001-2300-424.33-90	MEDICAL EXAM #2311280018	592.19
			819369		001-2300-424.33-90	MEDICAL EXAM #2311290051	263.75
189595	12/14/2023	BARR DOOR, INC	33922	032349	704-3200-412.30-02	DOOR REPAIR- FLEET DEPT	1,619.66
189596	12/14/2023	BEAUMONT DO IT BEST HOME CENTER	536303	032304	001-3600-461.30-01	FLAT/FLAT BAR	54.93
189597	12/14/2023	BECERRA, ELADIO	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189598	12/14/2023	BENHAR, DIANA T	NOVEMBER 2023		001-4000-461.23-15	ZUMBA INSTRUCTION NOVEMBER 2023	231.00
189599	12/14/2023	BIO-TOX LABORATORIES	45101	032466	001-2200-421.33-31	BLOOD ANALYSIS	219.00
			45102	032466	001-2200-421.33-31	BLOOD ALCOHOL	537.00
			45196	032466	001-2200-421.33-31	BLOOD ANALYSIS	337.00
189600	12/14/2023	BLOOMHUFF, NINA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189601	12/14/2023	BOIES, SANDRA DIANE	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189602	12/14/2023	BOSTON, LINDA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189603	12/14/2023	BUSINESS TELECOMMUNICATION	20739	032625	001-2800-441.89-48	DESK PHONE	600.28
			20741	032654	001-2800-441.89-48	DESK PHONE	599.80
189604	12/14/2023	CABAZON WATER DISTRICT	DWR INVOICE 10		660-0000-218.22-21	DWR IRWM GRNT 4600013806 SUBGRANTEE PASS-THRU PYMT	10,777.86
189605	12/14/2023	CASC ENGINEERING AND CONSULTING INC	0050036	030724	001-2800-441.33-42	FOCUS AMEND-LAND USE10/23	501.00
189606	12/14/2023	CASTILLO, JORGE IVAN	DECEMBER 2023		001-4000-461.23-15	YOUTH SOCCER CLINIC FALL 2023	1,058.44
189607	12/14/2023	CDW GOVERNMENT, INC	LX69149	032556	001-2200-421.89-48	LAPTOP FOR FISHER	1,922.57
			MS02598	032268	703-3700-480.36-56	500GB SATA SSD, MOUNTING	452.79
			MX20339	032268	703-3700-480.30-19	PANDUIT 1IN 100FT LOOM	282.08
			NF62823	032618	702-3800-480.30-17	IPAD MINI GLASS (2)	74.84
189608	12/14/2023	CELL BUSINESS EQUIP-LEASING	5027283423	032577	705-4500-412.33-11	FPI MAILING EQUIPMENT	439.04
			5027707761	032577	705-4500-412.33-11	FPI MAILING EQUIPMENT	439.04
189609	12/14/2023	CELL BUSINESS EQUIPMENT (CBE)	INV2681041	032562	001-2740-442.32-06	CE PRINTLEASE 1020-111923	49.80
189610	12/14/2023	CINTAS CORPORATION	4174230280	032320	001-3600-461.25-02	PARKS UNIFORMS	49.17
			4174940626	032320	001-3600-461.25-02	PARK UNIFORMS	49.54
			4175619383	032432	610-5800-434.25-02	TRANSIT UNIFORMS	100.96
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
					702-3800-480.25-02	TRANSIT UNIFORMS	14.82
			4175619389	032320	001-3600-461.25-02	PARKS UNIFORMS	49.54

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189610	12/14/2023	CINTAS CORPORATION	4175619481	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4176405653	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4176405717	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
189611	12/14/2023	CITY OF BANNING (BNG)	FC B-5 DEC23		705-4500-412.32-06	HANGER FC B-5 CARRIAGES DECEMBER 2023	185.89
189612	12/14/2023	CORE & MAIN, LP	T950294		660-0000-131.00-00	INVENTORY PO NUM 032355	70.57
189613	12/14/2023	CRABTREE, JEFFREY	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189614	12/14/2023	DAVILA, BERTHA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189615	12/14/2023	DAVIS, RANDOLYN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189616	12/14/2023	DBT TRANSPORTATION SERVICES, LLC	2552296	032659	600-5100-435.30-06	ANNUAL AWOS MAINT. FEE	7,000.00
189617	12/14/2023	DEWALT, RICK	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189618	12/14/2023	DIAMOND ENVIRONMENTAL SERVICES	0004960656	032191	690-9600-453.33-11	PORTA POTTIES-BULKY ITEM	165.40
189619	12/14/2023	DIAZ, ARTURO	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189620	12/14/2023	E.R. BLOCK PLUMBING	139283	030133	660-6300-471.33-11	BACKFLOW TESTS	2,847.81
189621	12/14/2023	ECCLESTONE, CHERYL	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189622	12/14/2023	EISENHOWER HEALTH	4000854		001-2200-421.33-31	SART CASE#23-2515 SPECIAL CIRCUMSTANCES	1,200.00
189623	12/14/2023	ELLIOTT, PATRICIA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189624	12/14/2023	ENGINEERING RESOURCES OF SO CA	59517	032559	001-3000-442.33-53	PLAN CHECK SERVICES	23,581.12
			59543	032559	001-3000-442.33-53	PLAN CHECK SERVICES	89,740.28
189625	12/14/2023	EPSILON ENGINEERING, INC	5	032510	430-0000-232.00-00	CITY MNGR OFFICE RENOV.RETAINAGE	(593.75)
						CM OFC RENOVATION RETAINAGE	(31.25)
					430-2900-441.90-15	CITY MNGR OFFICE RENOV.	11,875.00
						CM OFC RENOVATION	625.00
			7	032510	430-0000-232.00-00	CITY HALL OFFICE RENOV. RETAINAGE	(2,479.88)
						CITY HALL RENOVATION RETAINAGE	(130.52)
					430-2900-441.90-15	CITY HALL OFFICE RENOV.	49,597.60
						CITY HALL RENOVATION	2,610.40
189626	12/14/2023	ESTERSON, LORI	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189627	12/14/2023	FALTO, CONSTANCE	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189628	12/14/2023	FERRELLGAS LP	1122633505	032414	660-6300-471.36-08	PROPANE	991.16
			1122888036	032414	660-6300-471.36-08	PROPANE	996.62
			1123557033	032414	660-6300-471.36-08	PROPANE	482.90
			RNT10073447	032414	660-6300-471.36-08	GAS TANK RENTAL	65.00
			RNT9548238	032414	660-6300-471.36-08	GAS TANK RENTAL	65.00
189629	12/14/2023	FLETCHER, CORAL	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189630	12/14/2023	FRONTIER COMMUNICATIONS	2091885918DEC23		001-2200-421.26-05	209-188-5918 11/28/23-12/27/23	43.04
					001-2400-422.26-05	209-188-5918 11/28/23-12/27/23	61.81
					660-6300-471.26-05	209-188-5918 11/28/23-12/27/23	1,014.75
					670-7000-473.26-05	209-188-5918 11/28/23-12/27/23	289.78
					702-3800-480.26-05	209-188-5918 11/28/23-12/27/23	132.44
					705-4500-412.26-05	209-188-5918 11/28/23-12/27/23	1,676.61
			9518493260DEC23		705-4500-412.26-05	951-849-3260 11/28/23-12/27/23	338.72
189631	12/14/2023	GARDA CL WEST INC	10760219	031919	761-3100-480.23-43	ARMORED SRVC DEC 23	1,267.41
189632	12/14/2023	GAS COMPANY, THE	19499362408NV23		100-4900-431.26-06	176 E LINCOLN 10/23/23-11/22/23	76.17
					660-6300-471.26-06	176 E LINCOLN 10/23/23-11/22/23	169.90
					670-7000-473.26-06	176 E LINCOLN 10/23/23-11/22/23	169.90
					702-3800-480.26-06	176 E LINCOLN 10/23/23-11/22/23	169.90
189633	12/14/2023	GONZALEZ, MARIA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189634	12/14/2023	GRAINGER	9921669652	032535	660-6300-471.30-02	FLAT PANEL HEATER-WA DEPT	913.86
189635	12/14/2023	GRANT, SHARON	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT SUN COMMUNITIES	150.00
189636	12/14/2023	GREYBAR PRINTING	3952	032390	001-2300-424.23-02	CITATIONS BOOK	834.60
189637	12/14/2023	HAMPTON, PATRICIA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189638	12/14/2023	HARDEE, TIMOTHY	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189639	12/14/2023	HAZEN AND SAWYER	20062-001-41	029243	661-6300-471.90-78	WELL C-8 CONSTRUCTION	16,197.00

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189639	45274	HAZEN AND SAWYER	20062-001-41	029243	661-6300-471.95-08	WELL C-8 CONSTRUCTION	37,775.00
189640	12/14/2023	HEADLEY, MARTIN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189641	12/14/2023	HERNANDEZ, CARLA	NOVEMBER 2023		001-4000-461.23-15	KARATE INSTRUCTION NOVEMBER 2023	1,155.00
189642	12/14/2023	HERRERA, SANDRA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189643	12/14/2023	HOPKINS, VICKI	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189644	12/14/2023	HUERTA JR., GILBERT	NOVEMBER 2023		001-4000-461.23-15	KUNG-FU & TAI CHI INSTRUC NOVEMBER 2023	525.00
189645	12/14/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231215		001-0000-204.80-10	PAYROLL SUMMARY	3,099.18
189646	12/14/2023	INFOSEND, INC	251233	031981	761-3100-480.23-02	UB BILL SRVC 11/24/23	173.83
					761-3100-480.23-04	UB BILL SRVC 11/24/23	1,459.16
					761-3100-480.33-11	UB BILL SRVC 11/24/23	360.26
			252355	031981	761-3100-480.23-02	UB BILL SRVC 12/1/23	363.50
					761-3100-480.23-04	UB BILL SRVC 12/1/23	2,826.19
					761-3100-480.33-11	UB BILL SRVC 12/1/23	726.69
189647	12/14/2023	JAUREGUI, ROBERTO	MEALS 12/5		001-2200-421.23-06	STRATEGIC COMM/ DRIVER AW MEALS 12/5 JAUREGUI	16.50
189648	12/14/2023	JOHNSON, VIVETTE	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189649	12/14/2023	JOHNSON, WILLIAM	NOVEMBER 2023		001-4000-461.23-15	BASKETBALL INSTRUCTION NOVEMBER 2023	364.00
189650	12/14/2023	JP NELSON & SONS	000110285		001-0000-218.22-22	UB CR REFUND-FINALS 000060394	681.89
189651	12/14/2023	KAKISH, BISHARA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189652	12/14/2023	KEN GRODY FORD REDLANDS	262037	032317	702-3800-480.30-05	REPAIRS #70	271.98
189653	12/14/2023	KOLLER, MARIE	NOVEMBER 2023		001-4000-461.23-15	DRAMA INSTRUCTION NOVEMBER 2023	14.70
189654	12/14/2023	LARA, TORIBIO	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189655	12/14/2023	LEXISNEXIS RISK SOLUTIONS	160860120231130	032332	001-2200-421.30-17	DB SOFTWARE	112.55
189656	12/14/2023	LOERA, JACK	MEALS 12/5		001-2200-421.23-06	STRATEGIC COMM/ DRIVER AW MEALS 12/5 LOERA	16.50
189657	12/14/2023	LOFTIS, MILDRED	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189658	12/14/2023	LYNCH, MIKE	EYEWEAR FY24		660-6300-471.25-10	EMPLOYEE REIMBURSEMENT IBEW UTILITY MOU LYNCH	250.00
189659	12/14/2023	MACDONALD, DOUGLAS	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189660	12/14/2023	MARIPOSA LANDSCAPES, INC	105114	032405	100-4900-431.23-29	IRRIGATION REPAIR	1,275.00
189661	12/14/2023	MAYA, MARIA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189662	12/14/2023	MCCOY-TORRES, LYNETTE	NOVEMBER 2023		001-4000-461.23-15	STRETCH STRENGTH BALANCE NOVEMBER 2023	42.00
189663	12/14/2023	MICHALEC, MARY	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189664	12/14/2023	MIDDLETON, SHARON	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189665	12/14/2023	MILLER, NINA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189666	12/14/2023	MIXON, FRANKLEN	FUEL OCT23		001-2200-421.23-06	ICI HOMICIDE TRAINING PARKING 10/15-19 MIXON	178.11
			PARKING 10/8-14		001-2200-421.23-06	ICI HOMICIDE TRAINING PARKING 10/8-14 MIXON	127.22
			PARKNG 10/15-19		001-2200-421.23-06	ICI HOMICIDE TRAINING PARKING 10/15-19 MIXON	96.55
189667	12/14/2023	MIXON, FRANKLEN	MEALS 12/4		001-2200-421.23-06	USE OF FORCE MEALS 12/4 MIXON	16.50
189668	12/14/2023	MORENO, ANGELA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189669	12/14/2023	MORGAN, DEIDRA J	NOVEMBER 2023		001-4000-461.23-15	TOT TIME INSTRUCTION NOVEMBER 2023	168.00
189670	12/14/2023	MUNOZ, RENE	MEALS 12/5		001-2200-421.23-06	STRATEGIC COMM/ DRIVER AW MEALS 12/5 MUNOZ	16.50
189671	12/14/2023	ONLINE UTILITY EXCHANGE	1220230	032290	761-3100-480.23-51	UB CREDIT CHECKS OCT 31	484.24
			1225903	032290	761-3100-480.23-51	UB CREDIT CHECKS NOV 30	509.27
189672	12/14/2023	ORONA, DIANE	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189673	12/14/2023	PACKHAM & TOOMEY, INC	2023539	032567	702-3800-480.30-06	SB-989 TRIANNUAL	1,595.00
189674	12/14/2023	PALENCIA, JUSTIN	EYEWEAR FY24		670-7000-473.25-10	EMPLOYEE EYEWEAR REIMBURS IBEW UTILITY MOU PALENCIA	113.14
189675	12/14/2023	PARKHOUSE TIRE, INC.	2010879641	032427	702-3800-480.38-52	TIRES #234	297.92
			2010879645	032427	702-3800-480.30-05	REPAIR/SVC #903	1,649.74
			2010879974	032427	702-3800-480.38-52	TIRES #90	454.22
			2010880076	032427	702-3800-480.38-52	TIRES #242	1,503.47
189676	12/14/2023	PARS	20231215		001-0000-204.25-00	PAYROLL SUMMARY	248.62
189677	12/14/2023	PARTS AUTHORITY	060-553817	032423	702-3800-480.38-52	AIR FILTER #632	16.32
			062-723563	032423	702-3800-480.38-52	FUEL FILTER FUEL ISLAND	10.29
			062-731574	032423	702-3800-480.38-52	OIL FILTER STOCK	47.81
			091-057401	032423	702-3800-480.38-52	BATTY CORE CREDIT	(20.47)
			091-057430	032423	702-3800-480.38-52	BTTY WARRANTY CREDIT	(230.97)
			091-057470	032423	702-3800-480.38-52	BATT WARRANTY CREDIT	(207.27)

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189677	12/14/2023	PARTS AUTHORITY	091-318384	032423	702-3800-480.38-52	FUEL FILTER FUEL ISLAND	10.29
			091-318396	032423	702-3800-480.38-52	PR-EA/BX-5, TERMINAL 812	9.40
			091-318404	032423	702-3800-480.38-52	PT-RSVH/BX-5 #812	12.28
			091-318497	032423	702-3800-480.38-52	GROMMET STOCK (8)	12.76
			091-318579	032423	702-3800-480.38-52	OIL FILTER STOCK	5.31
			091-318788	032423	702-3800-480.38-52	BATTERY STOCK	461.95
			091-318834	032423	702-3800-480.38-52	OIL FILTER #624	5.31
			091-318860	032423	702-3800-480.38-52	OIL FILTER #624	60.51
			091-319060	032423	702-3800-480.38-52	PARTS #37	267.27
			098-475104	032423	702-3800-480.38-52	FUEL FILTER #632	3.98
			292-452447	032423	702-3800-480.38-52	MINI LIGHT BULBS SUPPLIES	2.13
			91-318405	032423	702-3800-480.38-52	GROMMET (4)	6.38
189678	12/14/2023	PETRUCCI, TERESA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189679	12/14/2023	PRATT, EDWARD	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT SUN COMMUNITIES	120.00
					675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189680	12/14/2023	PRUITT, CARMEN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189681	12/14/2023	PULIDO, ANGELINA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189682	12/14/2023	PULVER, JODEANE V	NOVEMBER 2023		001-4000-461.23-15	YOGA INSTRUCTION NOVEMBER 2023	196.00
189683	12/14/2023	QUADIENT LEASING USA, INC	Q1089941	029795	705-4500-412.32-06	POSTAGE METER LEASE	521.66
189684	12/14/2023	RECORD GAZETTE, THE	00197842	032184	001-1210-412.23-01	OUR TOWN EDITION	875.00
189685	12/14/2023	RICHARDS WATSON GERSHON	245232		700-5300-480.33-04	0001 GENERAL SERVICES OCTOBER 2023	13,520.51
						0013 PERSONNEL MATTERS OCTOBER 2023	4,774.00
			245233		700-5300-480.33-04	0003 CITY MANAGER OCTOBER 2023	594.00
						0005 COMMUNITY DEV OCTOBER 2023	792.00
						0010 POLICE DEPT OCTOBER 2023	858.00
						0021 CODE ENFORCEMENT OCTOBER 2023	1,650.00
			245234		700-5300-480.33-04	0004 CITY CLERK OCTOBER 2023	2,486.00
			245235		700-5300-480.33-04	0005 COMMUNITY DEV OCTOBER 2023	9,484.95
			245236		700-5300-480.33-04	0007 ELEC UTILITY OCTOBER 2023	176.00
			245237		700-5300-480.33-04	0007 ELEC UTILITY OCTOBER 2023	550.00
						0008 ADMIN SERVICES OCTOBER 2023	506.00
						0013 PERSONNEL MATTERS OCTOBER 2023	22.00
			245238		700-5300-480.33-04	0008 ADMIN SERVICES OCTOBER 2023	593.40
						0010 POLICE DEPT OCTOBER 2023	9,162.10
			245239		700-5300-480.33-04	0011 PUBLIC WORKS DEPT OCTOBER 2023	4,400.00
						0012 WATER WASTEWATER OCTOBER 2023	154.00
			245240		700-5300-480.33-04	0012 WATER WASTEWATER OCTOBER 2023	616.00
			245241		700-5300-480.33-04	0013 PERSONNEL MATTERS OCTOBER 2023	7,824.30
			245242		002-0000-222.34-01	0014 BUTTERFIELD/TRI PNT OCTOBER 2023	1,209.60
					002-2800-361.41-02	0014 BUTTERFIELD/TRI PNT OCTOBER 2023	(1,209.60)
					002-2800-441.33-04	0014 BUTTERFIELD/TRI PNT OCTOBER 2023	1,209.60
			245243		700-5300-480.33-04	0021 CODE ENFORCEMENT OCTOBER 2023	49.00
			245244		700-5300-480.33-04	0022 POLICE PERSONNEL MAT OCTOBER 2023	7,320.70
			245245		700-5300-480.33-04	0031 CANNABIS TAX & ORDIN OCTOBER 2023	840.00
			245246		002-0000-222.31-37	0068 SUNSET CROSSROADS OCTOBER 2023	33.60
					002-2800-361.41-02	0068 SUNSET CROSSROADS OCTOBER 2023	(33.60)
					002-2800-441.33-04	0068 SUNSET CROSSROADS OCTOBER 2023	33.60
			245247		700-5300-480.33-04	0070 BANNING AIRPORT OCTOBER 2023	858.00
			245248		002-0000-222.31-51	0078 ADV PASS ACTION GRP OCTOBER 2023	599.80
					002-2800-361.41-02	0078 ADV PASS ACTION GRP OCTOBER 2023	(599.80)
					002-2800-441.33-04	0078 ADV PASS ACTION GRP OCTOBER 2023	599.80
			245249		700-5300-480.33-04	0082 ADV PHILLIP GOEBELS OCTOBER 2023	2,560.80
			245250		700-5300-480.33-04	0083 AIRPORT GROUND LEASE OCTOBER 2023	7,205.00
			245251		700-5300-480.33-04	0084 PEOPLE OF THE STATE OCTOBER 2023	3,028.80
			245252		700-5300-480.33-04	0085 V SKYDIVE WEST COAST OCTOBER 2023	8,765.61

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189686	12/14/2023	RICHARDS, LORENA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189687	12/14/2023	RIV. CO. CLERK RECORDER	23-52362		690-9600-453.33-11	2022 CERTIFIED ASSESSMENT ROLL - ORG DATE 2/28/202	52.00
189688	12/14/2023	RIVERA, KATHLEEN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189689	12/14/2023	ROEBUCK, ALYSSA	MEALS 12/5		001-2200-421.23-06	STRATEGIC COMM/ DRIVER AW MEALS 12/5 ROEBUCK	16.50
189690	12/14/2023	SCA OF CA, LLC	157547PS	031802	100-4900-431.33-11	STREET SWEEPING SRVCS	10,080.00
189691	12/14/2023	SCCI, INC DBA	225168	032413	660-6300-471.23-06	SAFETY MEETING	250.00
			225596	032413	660-6300-471.23-06	SAFETY MEETING	250.00
189692	12/14/2023	SCHULZE, DOUG	TRAVEL 12/4-6		001-1200-412.23-05	ICMA CONFERENCE TRAVEL 12/4-6 SCHULZE	37.81
189693	12/14/2023	SCPPA	1123		670-7000-473.23-05	SCPPA 2023 ANNUAL CONF	1,440.00
				032639	675-7020-473.33-25	SOLAR ELECTRICAL DIAGRAM	1,750.09
				032655	670-7010-473.33-11	WREGIS-ASTORIA 2 RS	20.00
189694	12/14/2023	SHRED-IT USA, LLC	8005294675	032398	001-2200-421.23-07	PD SHREDIT	158.22
			8005295374	032593	705-4500-412.33-11	PAPER SHREDDING SERVICE	233.82
189695	12/14/2023	SIQUEIROS, JUANA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189696	12/14/2023	SMITH, BRANDON	TUITION FY24		001-2200-421.25-09	TUITION REIMBURSEMENT B SMITH	950.00
189697	12/14/2023	SMITH, JOHN	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189698	12/14/2023	SOLANO, PATRICIA	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189699	12/14/2023	SOUTHERN CALIFORNIA GAS CO	09242310481NV23		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL NOVEMBER 2023	10,040.48
189700	12/14/2023	STAPLES BUSINESS ADVANTAGE	3552650956	032284	761-3100-480.36-00	UB OFFICE SUPPLIES	152.15
			3554007220	032186	705-4500-412.36-00	HP TONER	504.68
189701	12/14/2023	STC TRAFFIC INC	6537	032104	101-4900-431.93-16	RAPID FLSHNG BEACONS	1,477.50
189702	12/14/2023	STEWARD, JOHN	100123-17218 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,800.00
189703	12/14/2023	TAPIA, SALOMON	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189704	12/14/2023	THORNTON, MEL	MAY23 - OCT23		670-7000-357.38-10	MEDICAL DISCOUNT SUN COMMUNITIES	120.00
					675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189705	12/14/2023	TIME WARNER/CHARTER	0015614120123		001-2400-422.26-09	172 N MURRAY ACCT# 8448 41 081 0015614	32.12
			0017099120123		001-2400-422.26-09	3900 W WILSON ACCT# 8448 41 081 0017099	210.73
			0051007112523		001-2060-446.26-09	CITY HALL ACCT# 8448 41 081 0051007	146.95
189706	12/14/2023	TRENCH SHORING COMPANY	RI20355603	032226	660-6300-471.32-05	AIR BAG W/PROTECT SLEEVE	1,800.00
189707	12/14/2023	UNITED STATES POSTAL SERVICE	PO BOX 985-24		761-3100-480.23-04	PO BOX 985 FY2024 12 MONTH RENEWAL	248.00
			PO BOX 998-24		705-4500-412.23-04	PO BOX 998 FY2024 12 MONTH RENEWAL	388.00
189708	12/14/2023	UNITED WATER WORKS, INC	S100125628.002		660-0000-131.00-00	INVENTORY PO NUM 032200	465.06
			S100126220.001		660-0000-131.00-00	INVENTORY PO NUM 032200	7,863.63
189709	12/14/2023	VALDEZ JR, MARY ALICE & ANTONIO	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189710	12/14/2023	VALENCIA, MARIBEL	MAY23 - OCT23		675-7020-473.42-36	LOW INCOME DISCOUNT SUN COMMUNITIES	195.00
189711	12/14/2023	VEOLIA WATER CONTRACT OPERATIONS US	9000106812	031245	680-8000-454.23-38	O&M FEE- JULY	73,434.00
189712	12/14/2023	VILLEGAS, JOSE	MAY23 - OCT23		670-7000-357.38-10	MEDICAL INCOME MOUNTAINVIEW PARK MGMT	120.00
					675-7020-473.42-36	LOW INCOME DISCOUNT MOUNTAINVIEW PARK MGMT	195.00
189713	12/14/2023	WESTERN AUDIO VISUAL & SECURITY	19517	032547	001-2200-421.90-46	PD AUDIO VISUAL	22,472.65
189714	12/14/2023	WILLIAMS, KAYLA	NOVEMBER 2023		001-4000-461.23-15	DANCE INSTRUCTION NOVEMBER 2023	17.50
189715	12/21/2023	ALBERT A. WEBB ASSOCIATES	ARIV0001860	032070	661-6300-471.33-11	CEQA COMPLIANCE-ARPA PROJ	12,275.70
			ARIV0001955	030269	101-4900-431.93-16	SUN LAKES BLVD EXT. DESIG	15,589.50
189716	12/21/2023	ALL STAR ELITE SPORTS	3877	032275	001-4000-461.25-02	SHIRTS	603.80
189717	12/21/2023	ALTA PLANNING + DESIGN INC	00-2022-112-17	031499	102-4904-431.93-04	CALTRANS FUNDED SB1 GRANT	2,806.67
189718	12/21/2023	AMAZON BUSINESS	17KK-NNHJ-143X	032292	705-4500-412.36-00	AA,AAAA,C,D BATTERIES	131.32
			19D1-R1DH-3LX7	032296	001-4000-461.36-09	CHRISTMAS SUPPLIES	256.37
			1VXJ-J1JF-Q4PR	032299	001-1900-412.36-00	LAPTOP STANDS (3)	35.52
189719	12/21/2023	AMERICAN FIDELITY ASSURANCE	DECEMBER 2023		001-0000-204.80-04	HEALTH FSA 12/1-12/15	4,030.50
						HEALTH FSA 12/16-12/31	4,030.50
					001-0000-204.80-05	DEPENDENT CARE 12/1-12/15	558.33
						DEPENDENT CARE 12/16-12/31	558.33
			NOVEMBER 2023		001-0000-204.80-04	HEALTH FSA 11/1-11/15	4,030.50
						HEALTH FSA 11/16--11/30	4,030.50
					001-0000-204.80-05	DEPENDENT CARE FSA 11/1-11/15	558.33
						DEPENDENT CARE FSA 11/16-11/30	558.33

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189720	12/21/2023	ARTISTIC MAINTENANCE, INC.	0192269-IN	030561	111-4900-432.23-29	LMD MAINTENANCE	4,092.00
189721	12/21/2023	AT&T CALNET 2	000020904385		001-2200-421.26-05	NOVEMBER 2023 BAN# 9391060200	399.96
189722	12/21/2023	ATBACKGROUNDS	2792		001-1300-412.33-11	BACKGROUND SCREEN JUNE 2022	75.00
			3115		001-1300-412.33-11	BACKGROUND SCREEN DECEMBER 2022	195.31
			3165		001-1300-412.33-11	BACKGROUND SCREEN JANUARY 2023	153.50
			3268		001-1300-412.33-11	BACKGROUND SCREEN MARCH 2023	714.31
			3446		001-1300-412.33-11	BACKGROUND SCREEN JUNE 2023	632.43
			3558		001-1300-412.33-11	BACKGROUND SCREEN AUGUST 2023	169.68
			3615		001-1300-412.33-11	BACKGROUND SCREEN SEPTEMBER 2023	183.93
			3674		001-1300-412.33-11	BACKGROUND SCREEN OCTOBER 2023	514.32
			3730		001-1300-412.33-11	BACKGROUND SCREEN NOVEMBER 2023	94.93
189723	12/21/2023	AUER, WILLIAM	TUITION FY24B		001-2200-421.25-09	TUITION REIMBURSEMENT 2 COURSES-PER BPOA MOU	1,242.00
189724	12/21/2023	AUTOMATED GATE SERVICES, INC.	0015062	032353	704-3200-412.30-01	GATE REPAIR- CITY YARD	336.00
189725	12/21/2023	BARRY ANINAG INVESTIGATIONS LLC	23-05B		700-5040-480.33-11	ADMIN INVESTIGATION PD	7,751.25
			23-07C		700-5040-480.33-11	ADMIN INVESTIGATIONS PD	8,423.25
			23-07D		700-5040-480.33-11	ADMIN INVESTIGATION PD	7,800.00
189726	12/21/2023	BEAUMONT DO IT BEST HOME CENTER	536063	032278	001-3600-461.30-02	PARK PEST CONTROL	110.99
			536131	032277	001-4000-461.30-02	PEST CONTROL SUPPLIES	71.34
			536391	032304	100-4900-431.36-00	SPRAY PAINT	7.64
			536397	032304	704-3200-412.30-02	V-BELT	10.76
			536408	032304	704-3200-412.30-02	V-BELT	0.86
			536438	032278	001-3600-461.30-01	PARK SUPPLIES	30.57
			536448	032278	001-4000-461.36-03	KITCHEN CLEANING SUPPLIES	76.18
			536454	032304	704-3200-412.30-02	ELONG SEAT	32.31
			536492	032278	001-3600-461.30-01	SANDING SUPPLIES	35.85
			536656	032304	704-3200-412.36-00	TOOLS/SUPPLIES	24.95
			536723	032304	100-4900-431.36-00	REDI-MIX CONCRETE	221.88
			536839	032304	100-4900-431.36-00	SCREW	2.48
			536908	032304	704-3200-412.30-02	STEEL ROOFING	213.28
189727	12/21/2023	BIO-TOX LABORATORIES	44395A	032466	001-2200-421.33-31	CHP BLOOD ALCOHOL	316.00
189728	12/21/2023	BLAIS & ASSOCIATES, LLC	BA_6600_2023	031313	100-4900-431.33-11	RAMSEY PEDESTRIAN	142.50
			BA_6601_2023	030062	001-1200-412.33-11	PUBLIC WORKS GRANTS	1,821.93
					100-4900-431.33-11	PUBLIC WORKS GRANTS	204.61
					660-6300-471.33-11	PUBLIC WORKS GRANTS	450.02
					680-8000-454.33-11	PUBLIC WORKS GRANTS	481.33
					690-9600-453.33-11	PUBLIC WORKS GRANTS	204.61
189729	12/21/2023	CANON FINANCIAL SERVICES, INC	31709981	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	685.25
					761-3100-480.32-06	COPIER LEASE	127.70
189730	12/21/2023	CAPPO	11272023		001-1910-412.23-03	2024-25 CAPPO MEMBERSHIP HEIDT-MASON-MUNOZ-ROWLAND	560.00
189731	12/21/2023	CAROLLO ENGINEERS	FB44641	031931	660-6300-471.33-11	BANNING ON CALL SERVICES	704.00
189732	12/21/2023	CHAPMAN, TERI & CHARLES	REBATE WINDOW		675-7020-473.42-66	REBATE-WINDOW 11/11/23	407.44
						REBATE-WINDOW 9/11/23	527.07
189733	12/21/2023	CINTAS CORPORATION	4174230286	032319	100-4900-431.25-02	UNIFORM SERVICES	84.83
					704-3200-412.25-02	UNIFORM SERVICES	2.19
			4174940493	032319	100-4900-431.25-02	UNIFORM SERVICES	84.83
					704-3200-412.25-02	UNIFORM SERVICES	2.19
			4175619326	032319	100-4900-431.25-02	UNIFORM SERVICES	84.83
					704-3200-412.25-02	UNIFORM SERVICES	2.19
			4176405722	032319	100-4900-431.25-02	UNIFORM SERVICES	84.83
					704-3200-412.25-02	UNIFORM SERVICES	2.19
			4176405843	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICES	336.20
			4177054229	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189733	12/21/2023	CINTAS CORPORATION	4177054355	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
189734	12/21/2023	CONCENTRA MEDICAL CENTERS	0944973933OC23A		001-1300-412.33-32	MEDICAL VISIT - FOLLOW UP	146.75
			0944973933OCT23		001-1300-412.33-32	MEDICAL VISIT/FOLLOW UP	242.84
			80294675		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	43.00
			80519682		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	153.00
			80595895		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	110.00
			80670930		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	110.00
			80823787		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	55.00
			80892706		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	130.00
			80972458		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	43.00
			81040827		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	153.00
			81115588		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	203.00
			81189213		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	105.00
			81191769		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	434.00
			81264901		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	369.00
			81337849		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	434.00
189735	12/21/2023	CORE & MAIN, LP	T956407		660-0000-131.00-00	INVENTORY PO NUM 032355	2,324.17
189736	12/21/2023	COUNSELING TEAM INTERNATIONAL, THE	87748		700-5040-480.23-07	PSYCH ASSESSMT SVC AUGUST 2023	700.00
			88212		700-5040-480.23-07	PSYCH ASSESSMT SVC SEPTEMBER 2023	700.00
			88529		700-5040-480.23-07	PSYCH ASSESSMT SVC OCTOBER 2023	700.00
			88757		700-5040-480.23-07	PSYCH ASSESSMT SVC OCTOBER 2023	325.00
			88982		700-5040-480.23-07	PSYCH ASSESSMT SVC NOVEMBER 2023	150.00
			88985		700-5040-480.23-07	PSYCH ASSESSMT SVC NOVEMBER 2023	325.00
			89092		700-5040-480.23-07	PSYCH ASSESSMT SVC NOVEMBER 2023	700.00
			89303		700-5040-480.23-07	PSYCH ASSESSMT SVC DECEMBER 2023	700.00
189737	12/21/2023	CYBERTIME NETWORK COMMUNICATIONS	1521-231201	032557	660-6300-471.26-07	CITYWIDE LOOPED MMICROWAV	1,900.00
			1522-231202	032558	703-3700-480.30-19	INTERNET FEED TO FIREWALL	699.00
189738	12/21/2023	DEUSENBERRY, DANIEL	MEALS 2/22-2/24		001-2200-421.23-06	FTO UPDATE TRAINING BCTC FEB 22-24,2021 RVRSD	42.50
189739	12/21/2023	DIAMOND ENVIRONMENTAL SERVICES	0004867122	032415	001-3600-461.30-01	DYSART RESTROOMS	285.40
			0004919716	032415	001-5400-446.41-86	HISPANIC HERITAGE RESTROO	350.60
189740	12/21/2023	ENTERPRISE FM TRUST	FBN4916286		001-2200-421.32-06	PD #40 DECEMBER 2023	370.02
					001-2300-424.32-06	ANIMAL CONTROL #80 DECEMBER 2023	927.47
					001-2400-422.32-06	FIRE #110 LEASE DECEMBER 2023	442.06
					001-2740-442.32-06	CODE ENFOR #437 438 DECEMBER 2023	1,029.39
					001-3000-442.32-06	ENGINEERING #1201 DECEMBER 2023	772.76
					001-3600-461.32-06	PARKS #702 703 704 DECEMBER 2023	1,545.15
					100-4900-431.32-06	STREETS #600 626 627 628 DECEMBER 2023	2,334.12
						STREETS LEASE #624 625 DECEMBER 2023	1,274.31
					660-6300-471.32-06	WATER 817 830 831 833 838 839 840 841 908 DEC 2023	6,270.64
						WATER LEASE #802 804 DECEMBER 2023	1,506.94
					670-7000-473.32-06	ELEC #302 310 314 317 318 DECEMBER 2023	3,495.95
					702-3800-480.32-05	FLEET #1001 205 DECEMBER 2023	744.69
					761-3110-480.32-06	METER #505 DECEMBER 2023	441.65
189741	12/21/2023	EXECUTIVE FACILTIES SERVICES INC	30522	032334	704-3200-412.33-18	JANITORIAL SERVICES	15,187.69
189742	12/21/2023	FRONTIER COMMUNICATIONS	9511970620DEC23		001-2200-421.26-05	951-197-0620 11/27/23-12/26/23	231.59
			9518496778DEC23		001-2200-421.26-05	951-849-6778 DECEMBER 2023	60.78
			9518497124DEC23		705-4500-412.26-05	951-849-7124 12/10/23-1/9/23	138.19
			9519220262DEC23		705-4500-412.26-05	951-922-0262 12/4/23-1/3/23	138.19
189743	12/21/2023	FUN EXPRESS	72793448401		001-0000-201.10-00	SALES TAX 032445	(17.17)
				032445	001-4000-461.36-09	CHRISTMAS CRAFTS	238.76
			72809415801		001-0000-201.10-00	SALES TAX 032445	(3.87)
				032445	001-4000-461.36-09	ELF STAND UP	63.81
			72813510501		001-0000-201.10-00	SALES TAX 032447	(7.38)
				032447	201-4060-446.42-07	CHRISTMAS DECORATIONS	112.50

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189744	12/21/2023	GAS COMPANY, THE	12662493001DC23		001-2400-422.26-06	3900 W WILSON ACCT# 126 624 9300 1	48.14
189745	12/21/2023	GHJ ADVISORS	83152	032495	700-5300-480.33-04	FORENSIC INVEST - ELEC	21,338.00
189746	12/21/2023	GRAINGER	9928415091	032535	704-3200-412.30-02	PUSH-TILT HANDLE	153.48
189747	12/21/2023	HAZEN AND SAWYER	20062-001-42	029243	661-6300-471.90-78	DRILL CONS DEV TEST OF C8	7,174.19
					661-6300-471.95-08	DRILL CONS DEV TEST OF C8	16,731.81
189748	12/21/2023	HOME DEPOT #8987	2374235	032194	704-3200-412.36-00	METAL SURGE	86.66
			4010897	032194	704-3200-412.36-00	RDYNL MEDIUM KIT	13.22
			6011604	032194	704-3200-412.30-02	TOOLS/SUPPLIES	220.75
189749	12/21/2023	HUBBURT, KEVIN	MEALS 8/10/22		001-2200-421.23-06	REPORT WRITING COURSE HUBBURT MEALS 8/10/2022	12.75
189750	12/21/2023	HUERTA, MELIDA	000109657		001-0000-218.22-22	UB CR REFUND-FINALS 000001496	208.96
189751	12/21/2023	IMPERIAL SUPPLIES, LLC	I0017V9942	032315	702-3800-480.38-52	PARTS FOR STOCK	166.49
189752	12/21/2023	JNE POLYGRAPH LLC	1702		001-1300-412.33-11	PRE-EMPLOY POLYGRAPH 1 APPLICANT	425.00
			1723		001-1300-412.33-11	PRE-EMPLOY POLYGRAPH 1 APPLICANT	425.00
			1729		001-1300-412.33-11	PRE-EMPLOYMT POLYGRAPH 6 APPLICANTS	2,550.00
189753	12/21/2023	JONES, SANDRA	96035-51720 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,800.00
189754	12/21/2023	LANGUAGE TESTING INTERNATIONAL	L75620-IN		001-1300-412.33-11	BILINGUAL TEST AUGUST 2023	281.00
			L78233-IN		001-1300-412.33-11	BILINGUAL TEST NOVEMEBR 2023	80.50
189755	12/21/2023	LIEBERT CASSIDY WHITMORE	249333		700-5300-480.33-04	GENERAL BA060-00001	304.50
			250261		700-5300-480.33-04	WRIT OF MANDATE BA060-00045	408.50
			250304		700-5300-480.33-04	NEGOTIATIONS 2023 BA060-00049	130.50
			250313		700-5300-480.33-04	ERMA COMPLAINT BA060-00050	588.00
			250322		700-5300-480.33-04	ERMA COMPLAINT BA060-00051	69.00
			250340		700-5300-480.33-04	HEALTH REOPENER NEG BA060-00053	391.50
189756	12/21/2023	LOADER, MICHAEL	ADPP 12/1/23		001-0000-112.00-00	ADVANCE DISABILITY DECEMBER 2023	5,540.74
189757	12/21/2023	LOZANO SMITH LLP	2198691		700-5300-480.33-04	LEGAL SVC #000091	97.50
			2198704		700-5300-480.33-04	LEGAL SVC #000123	227.50
			2198705		700-5300-480.33-04	LEGAL SVC #000124	845.00
			2198708		700-5300-480.33-04	LEGAL SVC #000127	682.75
			2198711		700-5300-480.33-04	LEGAL SVC #000130	650.25
			2201297		700-5300-480.33-04	LEGAL SVC #000091	130.00
			2201307		700-5300-480.33-04	LEGAL SVC #000123	12,468.25
			2201308		700-5300-480.33-04	LEGAL SVC #000124	130.00
			2201311		700-5300-480.33-04	LEGAL SVC #000127	690.50
			2201313		700-5300-480.33-04	LEGAL SVC #000130	325.00
			2201318		700-5300-480.33-04	LEGAL SVC #000135	3,847.50
			2203471		700-5300-480.33-04	LEGAL SVC #000123	292.50
			2203472		700-5300-480.33-04	LEGAL SVC #000124	390.00
			2203474		700-5300-480.33-04	LEGAL SVC #000127	2,057.00
			2203476		700-5300-480.33-04	LEGAL SVC #000130	162.50
			2203481		700-5300-480.33-04	LEGAL SVC #000135	5,761.50
			2206023		700-5300-480.33-04	LEGAL SVC #000123	910.00
			2206024		700-5300-480.33-04	LEGAL SVC #000124	162.50
			2206026		700-5300-480.33-04	LEGAL SVC #000127	2,518.50
			2206028		700-5300-480.33-04	LEGAL SVC #000130	227.50
			2206032		700-5300-480.33-04	LEGAL SVC #000135	10,401.00
189758	12/21/2023	MARIPOSA LANDSCAPES, INC	105266	032405	001-2200-421.23-29	LANDSCAPE MAINTENANCE	2,438.13
					001-2400-422.30-01	LANDSCAPE MAINTENANCE	1,812.00
					100-4900-431.23-29	LANDSCAPE MAINTENANCE	2,918.10
					704-3200-412.23-29	LANDSCAPE MAINTENANCE	2,332.13
189759	12/21/2023	MEZA, TOMMY & GLORIA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189760	12/21/2023	MGT OF AMERICA CONSULTING, LLC	55947	032269	705-4500-412.33-11	FY22 COB CAP & ISF	19,658.00
189761	12/21/2023	MITSUBISHI ELECTRIC & ELECTRONICS	473188	031409	001-3200-412.30-02	REGULAR SERVICE	341.67
189762	12/21/2023	MIXON, FRANKLEN	COMP LOAN FY24		001-0000-116.21-03	COMPUTER LOAN- EMPLOYEE F MIXON	2,288.21
189763	12/21/2023	NOLLETTE, BRADY	MEAL 03/15/2022		001-2200-421.23-06	DRIVER AWARENESS RIVERSIDE-NOLLETTE	12.75
			MEALS 11/28-30		001-2200-421.23-06	DUI TRAINING MEALS 11/28-30 NOLLETTE	42.50

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189763	12/21/2023	NOLLETTE, BRADY	MEALS 2/24/2022		001-2200-421.23-06	ARREST & CONTROL BATON RIVERSIDE CA	12.75
			MEALS 9/27-29		001-2200-421.23-06	DRUG ABUSE RECOGNITION MEALS 9/27-29/2022 BRADY	42.50
189764	12/21/2023	NOTTINGHAM, MICHAEL	MEALS 2/24/2022		001-2200-421.23-06	ARREST & CONTROL BATON RIVERSIDE CA	12.75
189765	12/21/2023	OLIN CORPORATION	900338973	032622	660-6300-471.36-08	SODIUM HYPOCHLORITE	6,067.92
189766	12/21/2023	ORACLE AMERICA INC	101066296	032099	222-0001-410.90-49	TIME AND MAATERIAL	13,613.96
189767	12/21/2023	PARTS AUTHORITY	062-758048	032423	702-3800-480.38-52	OIL-AUTOMATIC #37	7.37
			062-759766	032423	702-3800-480.38-52	CONTR-ARM ASSET #09	50.15
			091-319203	032423	702-3800-480.38-52	GLOVES PKS/REC	448.25
			091-319209	032423	702-3800-480.38-52	GLOVE PKS/REC SUPPLIES	174.23
			091-319210	032423	702-3800-480.38-52	GLOVES PKS/REC SUPPLIES	95.04
			091-319219	032423	702-3800-480.38-52	ASSEMBLEE GOO TRANS	13.24
			091-319239	032423	702-3800-480.38-52	GLOVES PARKS/REC	95.04
			091-319254	032423	702-3800-480.38-52	OIL-AUTO #37	36.85
			091-319272	032423	702-3800-480.38-52	SUPPLIES	132.76
			091-57497	032423	702-3800-480.38-52	CREDIT NEW RETURN	(448.25)
			091-57502	032423	702-3800-480.38-52	BTTY CORE, NEW PART	(93.50)
			092-598118	032423	702-3800-480.38-52	OIL-AUTOMAT #37	36.85
			117-470039	032423	702-3800-480.38-52	CONTR-ARM ASSEL #09	50.15
			80529901	032423	702-3800-480.38-52	BRAKE,ROTOR #95	1,635.84
189768	12/21/2023	PAYPRO ADMINISTRATORS	039205		001-1300-412.33-11	COBRA ADMIN SVC AUGUST 2023	143.00
			039565		001-1300-412.33-11	COBRA ADMIN SVC SEPTEMBER 2023	115.00
			039920		001-1300-412.33-11	COBRA ADMIN SVC OCTOBER 2023	115.00
			040176		001-1300-412.33-11	COBRA ADMIN SVC NOVEMEBR 2023	115.00
189769	12/21/2023	PUBLIC AGENCY RETIREMENT SERVICES	54444		001-1900-412.33-11	PARS PLN ID#PH-ARS05A SVC PERIOD 10/31/2023	300.00
189770	12/21/2023	PUBLIC ENTITY RISK MANAGEMENT	INV112 Q2		700-0000-201.00-00	LIABILITY TRUST DEP Q2 FY2023-2024	14,589.00
			INV147-Q3		700-0000-201.00-00	LIABILITY TRUST DEP Q3 FY2023-2024	14,589.00
			INV177		700-0000-201.00-00	LIABILITY TRUST REPLEN BALANCE AS OF 9/30/23	14,904.18
189771	12/21/2023	REAVIS CODE UTILITY SOLUTIONS, LLC	1651		670-7000-473.23-05	RCUS USER ADVISORY CONF REGISTRATION SORIANO	200.00
						RCUS USER ADVISORY CONF REGISTRATION UTLEY	200.00
189772	12/21/2023	RINCON CONSULTANTS, INC.	53040	032619	660-6300-471.33-11	ENVIRONMENTAL SITE ASSMNT	3,194.28
189773	12/21/2023	RIVERSIDE HOUSING DEVELOPMENT	000075991		001-0000-218.22-22	UB CR REFUND-FINALS 000021874	42.86
189774	12/21/2023	SMITH, JASON	MEALS 10/17-20		670-7000-473.23-05	SURVALENT CONFERENCE MEALS 10/17-20/22 SMITH	299.00
189775	12/21/2023	SO CAL JOINT POLE COMMITTEE	22001		670-7000-473.27-11	OPERATING EXPENSES NOVEMBER 2023	873.99
189776	12/21/2023	SORIANO, RICHARD	MEALS 10/17-19		670-7000-473.23-05	RCUS USER ADVISORY CONF MEALS 10/17-19 SORIANO	189.75
189777	12/21/2023	STAPLES BUSINESS ADVANTAGE	3553500527	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	1,150.07
			3554084645	032342	001-2200-421.36-00	SUPPLIES FOR PD	317.53
189778	12/21/2023	STATE OF CALIFORNIA DOJ	680748		001-2200-421.33-94	FINGERPRINTS AUGUST 2023	454.00
			687834		001-2200-421.33-94	FINGERPRINTS SEPTEMBER 2023	424.00
			694667		001-2200-421.33-94	FINGERPRINTS OCTOBER 2023	147.00
			701234		001-2200-421.33-94	FINGERPRINTS NOVEMBER 2023	98.00
189779	12/21/2023	STATE WATER RESOURCES CONTROL	WD-0234492		680-8000-454.41-04	AN PERMIT FEE 7A330100015 7/1/23-6/30/24	44,554.00
189780	12/21/2023	TEAMCALIFORNIA ECONOMIC DEV CORP	3094		001-1210-412.23-03	ECON DEV ORGANIZATION 1/1/2024-6/30/24	1,250.00
189781	12/21/2023	TERMINIX COMMERCIAL	07012023	031948	001-2200-421.23-24	PEST CONTROL SERVICES	1,746.00
					001-2400-422.23-24	PEST CONTROL SERVICES	1,047.60
					001-3600-461.23-24	PEST CONTROL SERVICES	1,047.60
					001-4000-461.23-24	PEST CONTROL SERVICES	640.20
					001-4050-461.23-24	PEST CONTROL SERVICES	698.40
					670-7000-473.23-24	PEST CONTROL SERVICES	814.80
					704-3200-412.23-24	PEST CONTROL SERVICES	2,968.20
189782	12/21/2023	TERMONFILS, KEVIN	MEAL 03/15/2022		001-2200-421.23-06	ARREST & CONTROL BATON RIVERSIDE-TERMONFILS	12.75
			MEAL 5/26/2021		001-2200-421.23-06	EVOC DRIVER TRAINING 8HR	12.00
			MEAL 8/3/2021		001-2200-421.23-06	REPORT WRITING 8/3/2021 BCTC RIVERSIDE	12.75
			MEALS 01/19-21		001-2200-421.23-06	MEALS - LA TRAINING K TERMONFILS	168.50
			MEALS 12/13-14		001-2200-421.23-06	SFST COURSE BANNING, CA 12/13-14	25.50
189783	12/21/2023	TEXAS LIFE INSURANCE COMPANY	DECEMBER 2023		001-0000-204.30-00	TEXAS LIFE INSURANCE DECEMBER 2023	6,366.13

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189784	12/21/2023	TIME WARNER CABLE	0331839112523		670-7000-473.26-07	FIBER OPTIC INTERNET 11/25/23-12/24/23	983.37
			0332241112523		670-7000-473.26-07	FIBER OPTIC INTERNET 11/25/23-12/24/23	983.37
189785	12/21/2023	TIME WARNER CABLE (086811201)	086811201120123		670-7000-473.26-09	BUSINESS TV-DEC 2023 ACCT# 086811201	95.01
189786	12/21/2023	TRANSTECH ENGINEERS, INC	20235845	030149	001-3000-442.33-53	20485 BANN RANCH TRACT	3,542.50
			20235846	030149	001-3000-442.33-53	230421 BANN 1750 WESTWARD	286.00
			20235847	030149	001-3000-442.33-53	231224 BANN RPPLIR & FLRD	612.50
			20236321	030149	001-3000-442.33-53	20485 BANN RANCH TRACT	1,872.00
189787	12/21/2023	UNITED STATES POSTAL SERVICE	PO BOX 1177-24		001-2200-421.23-04	PO BOX 1177 FY2024 12 MONTH RENEWAL	388.00
189788	12/21/2023	UTLEY, AMBER	MEALS 10/17-19		670-7000-473.23-05	RCUS USER ADVISORY CONF MEALS 10/17-19 UTLEY	189.75
189789	12/21/2023	VACA, YVETTE	MEALS 8/23-8/25		001-2200-421.23-06	DUI-DRIVING UNDER THE INF RIVERSIDE CO SHERIFF DEPT	42.50
			MEALS 9/15-16		001-2200-421.23-06	2021 RIV CO FIREARM TRAIN SEP 15-16,2021 LA QUINTA	25.50
189790	12/21/2023	VELA, ARTURO	TRAVEL 12/4-7		001-3000-442.23-05	MEETINGS RE AIRPORT CLOSE TRAVEL 12/4-7 VELA	944.72
189791	12/21/2023	VEOLIA WATER CONTRACT OPERATIONS US	9000107928	031245	680-8000-454.23-38	O&M FEE- AUG	73,434.00
			9000112094	031245	680-8000-454.23-38	O&M FEE- SEP	73,434.00
			9000122104	031245	680-8000-454.23-38	O&M FEE- NOV	73,434.00
189792	12/21/2023	VERIZON WIRELESS SERVICES, LLC	9950723299		001-1000-411.26-05	City Council Cells 11/2/23-12/1/23	209.80
					001-1200-412.26-05	City Manager Cell 11/2/23-12/1/23	292.07
					001-1210-412.26-05	Economic Dev 11/2/23-12/1/23	46.25
					001-1220-412.26-05	Public Information 11/2/23-12/1/23	41.51
					001-1230-412.26-05	Grants Coordinator 11/2/23-12/1/23	34.54
					001-1300-412.26-05	Human Resources 11/2/23-12/1/23	88.02
					001-1400-412.26-05	City Clerk Cell 11/2/23-12/1/23	38.28
					001-1900-412.26-05	Finance Cell phone 11/2/23-12/1/23	227.55
					001-1910-412.26-05	Purchasing Cell 11/2/23-12/1/23	46.51
					001-2060-446.26-05	Government Access 11/2/23-12/1/23	26.28
					001-2200-421.26-05	Police Dept Cells 11/2/23-12/1/23	1,850.28
					001-2210-421.26-05	Dispatch Cells 11/2/23-12/1/23	21.95
					001-2300-424.26-08	Animal Control 11/2/23-12/1/23	88.02
					001-2740-442.26-05	Code EnforcE 11/2/23-12/1/23	235.86
					001-2800-441.26-05	Planning Dept Cell 11/2/23-12/1/23	457.94
					001-3000-442.26-05	Engineering Dept 11/2/23-12/1/23	144.96
					001-3200-412.26-05	Building Main 11/2/23-12/1/23	32.15
					001-3600-461.26-05	Recreation Cells 11/2/23-12/1/23	116.50
					001-4000-461.26-05	Parks Cells 11/2/23-12/1/23	193.82
					001-4000-461.36-09	OEP Grant 11/2/23-12/1/23	41.51
					001-4050-461.26-05	Senior Center 11/2/23-12/1/23	41.51
					100-4900-431.26-05	Streets Dept Cells 11/2/23-12/1/23	287.76
					610-5800-434.26-05	Transit Cells 11/2/23-12/1/23	584.62
					610-5850-434.26-05	Dial-A-Ride Cell 11/2/23-12/1/23	32.49
					660-6300-471.26-05	Water Dept Cells 11/2/23-12/1/23	780.48
					670-7000-473.26-05	Electric Dept Cells 11/2/23-12/1/23	1,933.89
					680-8000-454.26-05	Wastewater Dept 11/2/23-12/1/23	151.84
					702-3800-480.26-05	Fleet Dept Cells 11/2/23-12/1/23	87.63
					703-3700-480.26-05	Info Services Cells 11/2/23-12/1/23	186.04
					761-3100-480.26-05	Utility Billing Cell 11/2/23-12/1/23	82.79
					761-3110-480.26-05	Meter Services Cells 11/2/23-12/1/23	180.65
189793	12/21/2023	VIRTUAL PROJECT MANAGER, LLC	12-3843	032629	660-6300-471.30-17	WEB BASED PRJCT MGMT SYST	249.90
					670-7000-473.30-17	WEB BASED PRJCT MGMT SYST	500.10
					680-8000-454.30-17	WEB BASED PRJCT MGMT SYST	250.00
189794	12/21/2023	WALKER, LORRAINE	TRAVEL 10/1-4		001-1300-412.25-05	CALPERS COURSE MEALS 10/1-4 WALKER	6.00
						CALPERS COURSE MILEAGE 10/1-4 WALKER	111.74
189795	12/21/2023	WASTE MANAGEMENT OF THE IE	NOVEMBER 2023		690-9600-356.38-95	21% FRANCHISE FEE NOVEMBER 2023	(55.64)
					690-9600-453.23-10	REFUSE NOVEMBER 2023	264.95
189796	12/21/2023	WESTRUX INTERNATIONAL INC	04P234927	032404	702-3800-480.38-52	TANK RAD #337	524.25
189797	12/21/2023	WILLDAN FINANCIAL SERVICES	010-56866	032638	689-8000-454.33-11	FY22/23 SB 1029 CDIAC REP	250.00

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189797	12/21/2023	WILLDAN FINANCIAL SERVICES	010-56993		375-4900-431.33-19	2004-1 FAIR OAKS 1-3/2024 INV 3 OF 4 FY023/24	870.72
189798	12/21/2023	YUNEX, LLC	5610000712	032407	100-4900-431.30-09	TRAFFIC SIGNAL CALL OUT	800.00
			90000913	032407	100-4900-431.30-09	TRAFF. SIGNAL MAINT.	648.00
189799	12/29/2023	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20231229		001-0000-204.80-10	PAYROLL SUMMARY	3,044.96
189800	12/29/2023	PARS	20231229		001-0000-204.25-00	PAYROLL SUMMARY	201.74
9007732	12/1/2023	WELLS FARGO BANK	PPE 11/26/2023		001-0000-204.10-00	PAYROLL PPE 11/26/23 PD 12/01/23	617,862.32
9007733	12/4/2023	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 11/26/2023		001-0000-204.12-00	STATE INCOME TAX PPE 11/26/23 PD 12/01/23	45,635.20
9007734	12/4/2023	INTERNAL REVENUE SERVICE	PPE 11/26/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 11/26/23 PD 12/01/23	99,091.68
					001-0000-204.13-00	ADD'L MEDICARE PPE 11/26/23 PD 12/01/23	615.19
						FICA MEDICARE/REGULAR PPE 11/26/23 PD 12/01/23	107,502.80
9007735	12/4/2023	TASC	PPE 11/26/2023		001-0000-204.80-15	TASC NESP PPE 11/26/23 PD 12/01/23	925.03
9007736	12/5/2023	WELLS FARGO BANK	PPE 11/26/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 11/26/23 PD 12/01/23	400.00
9007737	12/5/2023	CALPERS 457 PLAN - 450260	PPE 11/26/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 11/26/23 PD 12/01/23	6,963.99
						457 PRE TAX CONTRIBUTIONS PPE 11/26/23 PD 12/01/23	31,343.95
						457 ROTH CONTRIBUTIONS PPE 11/26/23 PD 12/01/23	400.00
9007738	12/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE NOV23		001-0000-201.10-00	NAMETAGCOUNTRY.COM SALES TAX	(1.70)
					001-1000-411.23-05	COB CHAMBER COMM BREAKFAST C WALLACE	25.00
					001-1000-411.23-06	LOCC 12/11 C WALLACE RIVERSIDE DIV	45.00
						LOCC 12/11 FLYNN RIVERSIDE DIV	45.00
						LOCC C WALLACE RIVERSIDE DIV	25.00
					001-1200-412.23-03	APPLE.COM/BILL APPLE CLOUD STORAGE	0.99
						CANVA REFUND FOR DOUBLE BILL	(149.90)
						CONSTANT CONTACT CM NEWSLETTER	110.00
					001-1200-412.23-05	COB CHAMBER COMM BREAKFAST SCHULZE	25.00
						KAFE ROYALE MAYORS & CM BREAKFAST	20.88
						LAX SMARTPARKING RES 12/4-11 WASHINGTON DC	128.99
					001-1210-412.23-03	COSTAR GROUP INC COMM PROP LIST & INFO	387.00
					001-1210-412.23-05	COB CHAMBER COMM BREAKFAST M LOPEZ	25.00
					001-1220-412.23-05	COB CHAMBER COMM BREAKFAST RILEY	25.00
					001-1300-412.23-01	CANVA DESIGN SERVICES	12.99
					001-1300-412.23-04	USPS CLAIMS SETTLEMENT	28.75
					001-1300-412.23-05	ENTERPRISE RENT-A-CAR PERSONAL-WILL REIMBURSE	320.38
						MARRIOTT BURBANK A/P 2023 CA LAW UPDATE PIHRA	220.89
						PAYPAL-LCW 2/7-9 2024 LCW CONF JEWS	1,120.00
						PAYPAL-LCW 2/7-9 2024 LCW CONF WALKER	1,120.00
						PIHRA 5/20-22 2024 PIHRA CONF REG	999.00
					001-1300-412.33-32	DISA GLOBAL SOLUTIONS DRUG/ALCOHOL SCREENS	2,379.30
					001-1300-412.36-00	AMZN MKTP US OFFICE SUPPLIES	125.44
					001-1300-412.36-68	AMZN MKTP US GIFT BAGS & WRAPPING	72.07
						AMZN MKTP US HOLIDAY TABLECLOTHS	60.31
						AMZN MKTP US HOLLIDAY TABLECLOTHS	30.28
						AMZN MKTP US RAFFLE PRIZES	450.88
						MACYS .COM RAFFLE PRIZES	129.51
						PAYPAL-L&T CATERING DEPOSIT-CATERING	2,140.00
						WALMART.COM RAFFLE PRIZES	321.69
					001-1400-412.23-02	ASSESS CLERK RECORDER FEE CREDIT CARD	0.18
						ASSESS CLERK RECORDER PRINTING OF DEED	8.00
					001-1400-412.36-00	4IMPRINT, INC LOGO BAGS	675.48
						4IMPRINT, INC LOGO TABLECLOTH	506.20
						DISCOUNTMUGS.COM LOGO MUGS	1,829.87
						NAMETAGCOUNTRY.COM ENAMEL NAME TAG	23.65
					001-1900-412.23-03	CSMFO MEMBERSHIP BOGARD	135.00
						CSMFO MEMBERSHIP WALLACE	135.00
					001-1900-412.23-05	CSMFO 1/30-2/2 CSMFO CONF 2024 BOGARD	515.00
						CSMFO 1/30-2/2 CSMFO CONF 2024 WALLACE	515.00

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007738	12/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE NOV23		001-1900-412.23-05	CSMFO 1/30-2/2 CSMFO CONF 24 DATUIN	515.00
						LOCC 12/14-15 LOCC TRAINING BOGARD	500.00
						LOCC 12/14-15 LOCC TRAINING WALLACE	500.00
					001-1900-412.89-46	SCANDINAVIANDESIGN ASD OFFICE MEETING TABLE	753.18
					001-1910-412.23-05	CAPPO 1/21-24 2024 CAPPO CONF MASON	495.00
						CAPPO 1/21-24 2024 CAPPO CONF MUNOZ	495.00
						CAPPO 1/21-24 2024 CAPPO CONF ROWLAND	495.00
					001-2060-446.23-03	YOU TUBE PREMIUM SUBSCRIPTION NOV 2023	13.99
					001-2200-421.23-04	FEDEX DA REPORT DELIVERY SVC	76.02
						FEDEX LATE FEE	5.00
					001-2200-421.23-06	COURTYARD MARRIOTT CAMPA DUI COURSE 1/4-6	329.40
						RVSD SHERIFF BEN CLARK CANCEL/REFUND NOLLETTE	(204.00)
						SANTA MONICA INSTITUTE DUI COURSE CAMPA 1/5	159.00
						SANTA MONICA INSTITUTE DUI NOTTINGHAM 1/12	159.00
						SANTA MONICA INSTITUTE DUI TRAINING AVILA 1/12	159.00
						SANTA MONICA INSTITUTE DUI YOUNGBLOOD 1/12	159.00
					001-2200-421.30-05	IN GEAR TECHNOLOGY INSPECT/MAINT MOTORCYCLE	456.64
					001-2200-421.36-00	CUSTOM TROPHIES PLAQUES YOUNGBLOOD/KELLY	161.62
						HARBOR FREIGHT TOOLS TIRE GAUGE TOOL	18.31
						PVP COMMUNICATIONS RADIO EQUIPMENT/CAMPA	1,420.15
						PVP COMMUNICATIONS SUPPLIES/TRAFFIC CAMPA	551.62
						PVP COMMUNICATIONS TRAFFIC EQUIP/LIDAR CERT	220.00
						THE HOME DEPOT RAT/MOUSE KILLER	49.33
						THE HOME DEPOT TOOLS FOR TRAFFIC	142.20
					001-2200-421.36-01	DOOLEY ENTERPRISES INC AMMO FOR RANGE	4,872.46
					001-2200-421.36-04	V & V MANUF BADGES	967.36
					001-2200-421.36-07	LA CASITA #11 CORPORAL PANEL INTERVIEW	72.99
					001-2200-421.36-62	ULINE SUPPLIES FOR P&E	1,151.27
					001-2740-442.23-05	HYATT REGENCY 11/6-9 CACEO CONF CHACON	743.97
						HYATT REGENCY MONTEREY TRAVEL	743.97
					001-3000-442.23-05	AMERICAN AIR 12/4-6 TRAVEL TO DC A VELA	367.20
						EXPEDIA 12/4-6 TRAVEL TO DC A VELA	407.97
						UNITED 12/4-6 TRAVEL TO DC A VELA	226.20
					001-3600-461.36-00	AMAZON.COM TOILET PAPER	45.26
						AMZN MKTP US TOILET PAPER	46.19
					001-3600-461.38-54	GRAINGER GRAFFITI REMOVER	344.92
					001-4000-461.23-03	CANVA YEARLY SUBSCRIPTION	300.00
						SPOTIFY MUSIC SUBSCRIPTION	10.99
						WHENIWORK.COM SCHEDULING APP	125.00
					001-4050-461.36-00	DOLLAR TREE SEN CEN DISPLAY BOARD	116.52
					100-4900-431.38-54	SP WB GRAFF REMOVER GRAFFITI REMOVER	312.31
					610-5800-434.23-06	UNIV OF THE PACIFIC STATE FUNDING 12/25 2/15	600.00
					660-6300-471.25-02	THREAD LOGIC JACKETS	302.95
					660-6300-471.45-16	THE HOME DEPOT PAINT/BACKFLOWS/HYDRANTS	202.06
					670-7000-473.23-03	IEEE PROD & SVC IEEE MEMBERSHIP GRAY	218.00
						IEEE PROD & SVC MEMBERSHIP ROBINSON	218.00
					670-7000-473.23-05	EXPEDIA 12/6-7 IEEE MISGHINA	312.15
						HYATT REGENCY 11/11-16 APPA CONF YOUNG	1,736.10
						ONT AIRPT PRKING APPA CONF ROCKWELL/YOUNG	240.00
					670-7000-473.23-06	APPA 11/12-2023 TRNG ROCKWELL/YOUNG	1,350.00
						TECHSTREET LLC MISGHINA IEEE TRNG	214.00
					670-7000-473.36-00	FAST 5 XPRESS CAR WASH	39.99
						SAMSCLUB.COM BREAKROOM SUPPLIES	111.32
					670-7000-473.45-02	CED UNDERGROUND WIRE	1,878.90
					675-7020-473.23-03	NETWORK SOLUTIONS WEB SECURITY	12.98

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007738	12/6/2023	WELLS FARGO CARD SERVICES INC	WELLS ONE NOV23		675-7020-473.23-06	HYATT REGENCY 11/11-16 APPA CONF ROCKWELL	1,427.60
					675-7020-473.36-00	WAL-MART DEPARTMENT SUPPLIES	59.26
					675-7020-473.41-46	COSTCO WHSE LIGHT UP YOUR HOLIDAYS	26.78
						DOLLAR TREE SHOP WITH SANTA	155.29
						OTC BRANDS INC LIGHT UP YOUR HOLIDAYS	259.96
						PANERA BREAD MARKETING MEETING	93.29
						ROSS STORES SHOP WITH SANTA	234.43
						SAMS CLUB MARKETING MEETING	16.46
						SAMS CLUB SEN CEN CHRISTMAS PARTY	141.31
						SAMSCLUB.COM LIGHT UP YOUR HOLIDAYS	104.86
						WALMART.COM CHRISTMAS LIGHT EXCHANGE	301.60
						WWW.SNOWONDER.COM MARKET NIGHT	188.57
					702-3800-480.23-06	HELM, LLC FORD FACTORY TRAINING	3,350.00
					702-3800-480.30-05	PREMIER HYUNDAI KONA BATTERY REPAIR	208.10
					702-3800-480.30-17	RTA FLEET SUCCESS RTA - PLATINUM UPGRADE	2,217.00
					702-3800-480.38-52	AMAZON.COM 703 - TRAILER HITCH	56.58
						AMAZON.COM 704 - TRAILER HITCH	113.16
						AMZN MKTP US SCREEN PROTECTORS	40.68
						LUS LIGHTHOUSE INC 341 - STROBE LAMPS	316.11
						RUBBERCAL FUEL ISLAND TANK COVERS	581.85
					703-3700-480.30-17	DIGICERT SSL CERT IBM ISERIES	2,309.00
						GLUECKKANJA KONNEKT SOFTWARE	2,913.76
					810-9700-490.90-59	4 BROS LIQUOR VILLAGE VOLUNTEERS	31.50
						CARDENAS MARKET VILLAGE VOLUNTEERS	34.66
						CARDENAS MARKETS VILLAGE VOLUNTEERS	21.52
						GREYHOUND BALCOM TO HOUSTON	206.80
						GUS JR NO7 VILLAGE VOLUNTEERS	63.40
						JACK IN THE BOX VILLAGE VOLUNTEERS	15.34
						LA VILLA BURGER VILLAGE VOLUNTEERS	22.00
						LITHOPASS PRINTING STAFF BUSINESS CARDS	86.20
						MCDONALDS VILLAGE VOLUNTEERS	77.24
						RITE AID GIFT CARDS VOLUNTEERS	164.85
						SHELL OIL VILLAGE VEHICLE CAR WASH	12.99
						SMART AND FINAL TOILET TISSUE	43.08
						WAL-MART SUPPLIES/ MONTISHA	103.92
9007739	12/6/2023	WINDSTREAM SERVICES, LLC	76075873		001-2200-421.26-05	PHONE SVC 125 E RAMSEY 10/27/23-11/26/23	1,857.58
9007740	12/6/2023	WINDSTREAM SERVICES, LLC	76076155		705-4500-412.26-05	PHONE SVC 176 E LINCOLN 10/27/23-11/26/23	1,878.75
9007741	12/7/2023	CA. ST. PUBLIC EMPLOYEES	PPE 11/12/2023		001-0000-204.20-00	PERS ADJ-MISC PEPRA BROCK-ADJUST	(4.04)
						PERS ADJ-MISC PEPRA PARQUE-ADJUST	(7.09)
						PERS ADJ-MISC PEPRA PATTON-ADJUST	(19.39)
						PERS ADJ-MISC PEPRA RUSH-CY23 OVER MAX	(1,237.29)
						PERS ADJ-MISC PEPRA SMITH, N-CY23 OVER MAX	(404.82)
						PERS ADJ-MISC PEPRA WRIGHT-CY23 OVER MAX	(574.15)
						PERS ADJ-MISC TIER II PURNELL-REFUND	4,146.67
						RETIREMENT BENEFITS PPE 11/12/23 PD 11/17/23	152,401.74
9007742	12/8/2023	CA. ST. PUBLIC EMPLOYEES	100000017353796		001-0000-204.31-00	BL SHIELD ACCESS DECEMBER 2023	16,833.00
						BL SHIELD TRIO DECEMBER 2023	72,631.51
						BL SHIELD TRIO DECEMBER 2023 (RETRO)	1,719.87
						KAISER HMO DECEMBER 2023	62,786.00
						PERS GOLD DECEMBER 2023	5,987.25
						PERS GOLD DECEMBER 2023 (RETRO)	(3,129.70)
						PERS PLATINUM DECEMBER 2023	4,962.95
						UNITED HLTH ALLIANCE HMO DECEMBER 2023	790.46
					001-1300-412.15-52	PA BILLING ER SHARE-RETIR DECEMBER 2023	6.00
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE DECEMBER 2023	520.26

City of Banning
Warrant List Detail December 2023

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007742	45268	CA. ST. PUBLIC EMPLOYEES	100000017353796		001-1300-412.41-19	ADMIN FEE FOR RETIRED DECEMBER 2023	18.56
9007743	12/8/2023	CA. ST. PUBLIC EMPLOYEES	100000017353808		001-0000-204.31-00	BL SHIELD ACCESS DECEMBER 2023	1,919.55
						BL SHIELD TRIO DECEMBER 2023	3,439.74
						PERS PLATINUM DECEMBER 2023	992.59
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE DECEMBER 2023	20.33
9007744	12/8/2023	CA. ST. PUBLIC EMPLOYEES	PPE 11/26/2023		001-0000-204.20-00	PERS ADJ-MISC PEPRA BROCK-ADJUST	4.04
						PERS ADJ-MISC PEPRA MIKESELL-ADJUST	3.09
						PERS ADJ-MISC PEPRA PARQUE-ADJUST	7.09
						PERS ADJ-MISC PEPRA RUSH-CY23 OVER MAX	1,423.23
						PERS ADJ-MISC PEPRA SMITH, N-CY23 OVER MAX	404.82
						PERS ADJ-MISC PEPRA WRIGHT-CY23 OVER MAX	574.15
						PERS ADJ-MISC TIER I MACIAS-TUP ADJUST	(280.77)
						RETIREMENT BENEFITS PPE 11/26/23 PD 12/01/23	153,637.35
9007745	12/8/2023	CA. ST. PUBLIC EMPLOYEES	PERS PP24 ADJ		001-0000-204.20-00	PERS ADJ-MISC TIER I MACIAS-TUP ADJUST	280.77
9007746	12/15/2023	WELLS FARGO BANK	PPE 12/10/2023		001-0000-204.10-00	PAYROLL PPE 12/10/23 PD 12/15/23	646,056.36
9007747	12/18/2023	CORPORATION SERVICE COMPANY	8345718-121423		001-1400-412.23-07	PROCESSING FEES (1) RIV CO RECORDER OFFICE	6.00
					001-2740-442.23-07	PENDENCY RELEASE APN 534-031-030	20.00
9007748	12/18/2023	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 12/10/2023		001-0000-204.12-00	STATE INCOME TAX PPE 12/10/23 PD 12/15/23	48,361.11
9007749	12/18/2023	INTERNAL REVENUE SERVICE	PPE 12/10/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 12/10/23 PD 12/15/23	102,822.56
					001-0000-204.13-00	ADD'L MEDICARE PPE 12/10/23 PD 12/15/23	768.61
						FICA MEDICARE/REGULAR PPE 12/10/23 PD 12/15/23	109,758.22
9007750	12/18/2023	TASC	PPE 12/10/2023		001-0000-204.80-15	TASC NESP PPE 12/10/23 PD 12/15/23	1,489.58
9007751	12/19/2023	WELLS FARGO BANK	PPE 12/10/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 12/10/23 PD 12/15/23	400.00
9007752	12/26/2023	CA. ST. PUBLIC EMPLOYEES	PPE 12/10/2023		001-0000-204.20-00	PERS ADJ-MISC PEPRA PARQUE-ADJUST	(7.46)
						PERS ADJ-MISC TIER I MACIAS-TUP ADJUST	0.00
						RETIREMENT BENEFITS PPE 12/10/23 PD 12/15/23	157,290.48
9007753	12/26/2023	CORPORATION SERVICE COMPANY	8345718-122123		001-1400-412.23-07	PROCESSING FEES (1) RIV CO RECORDER OFFICE	6.00
					001-2740-442.23-07	PENDENCY RELEASE APN 534-272-012	20.00
9007754	12/29/2023	WELLS FARGO BANK	PPE 12/24/2023		001-0000-204.10-00	PAYROLL PPE 12/24/23 PD 12/29/23	625,361.03
Grand Total							**6,954,682.52**

Less Voided / Reissued Checks from Prior Period	**(3,192.00)**
Less Voided Checks Prior Period	**(12.75)**
Add Payroll Checks	**15,142.48**
Total Remittance for Month	**6,966,620.25**

Voided Checks

December 2023

Issue Date	Check (Original)	Vendor #	Reason		Void Amount	Check (Reissue)	Vendor #		Reissued Amount
12/18/2021	177362	7070	STALE DATED CHECK	$	42.50	189738	7070	$	42.50
6/3/2021	178571	8085	STALE DATED CHECK	$	12.00	189782	8085	$	12.00
8/5/2021	179386	8085	STALE DATED CHECK	$	12.75	189782	8085	$	12.75
8/26/2021	179601	7933	STALE DATED CHECK	$	42.50	189789	7933	$	42.50
9/9/2021	179754	7933	STALE DATED CHECK	$	25.50	189789	7933	$	25.50
1/6/2022	181025	8085	STALE DATED CHECK	$	25.50	189782	8085	$	25.50
1/13/2022	181114	8085	STALE DATED CHECK	$	168.50	189782	8085	$	168.50
2/17/2022	181479	8225	STALE DATED CHECK	$	12.75	189763	8225	$	12.75
2/17/2022	181480	7032	STALE DATED CHECK	$	12.75	189764	7032	$	12.75
3/10/2022	181798	8225	STALE DATED CHECK	$	12.75	189763	8225	$	12.75
3/10/2022	181823	8085	STALE DATED CHECK	$	12.75	189782	8085	$	12.75
8/4/2022	183508	8324	STALE DATED CHECK	$	12.75	189749	8324	$	12.75
9/29/2022	184204	8225	STALE DATED CHECK	$	42.50	189763	8225	$	42.50
10/6/2022	184311	4391	STALE DATED CHECK	$	299.00	189774	4391	$	299.00
11/17/2022	184838	8225	STALE DATED CHECK	$	42.50	189763	8225	$	42.50
6/1/2023	187264	8507	STALE DATED CHECK	$	1,800.00	189702	8507	$	1,800.00
11/9/2023	189220	6070	LOST IN MAIL	$	420.00	189538	6070	$	420.00
11/16/2023	189316	5811	DID NOT ATTEND	$	12.75				
11/22/2023	189377	7126	LOST IN MAIL	$	195.00	189759	7126	$	195.00
12/7/2023	189496	8660	WRONG NAME ON CHECK	$	9,000.00	189592	8660	$	9,000.00
TOTALS				**$**	**12,204.75**				**$12,192.00**

Payroll

December 2023

Start	End	Date	Description		Check Total
13323	13335	12/1/2023	Warrant Register	$	3,326.50
13336	13348	12/15/2023	Warrant Register	$	5,185.94
13349	13360	12/29/2023	Warrant Register	$	6,630.04
TOTALS				**$**	**15,142.48**
	CHECKS USED	**38**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
	STATE OF CALIFORNIA - FTB		13323	533.59
1900-412	PHILLIPS, JOYCE Y	6549	13324	.00
	UNITED STATES TREASURY		13325	125.50
	CALIF. STATE DISBURSEMENT UNIT		13326	427.38
	CALIF. STATE DISBURSEMENT UNIT		13327	161.07
	TRACY YOUNGBLOOD		13328	223.39
	TEXAS CHILD SUPPORT SDU		13329	642.92
4000-461	BARON, BYRON	178	13330	196.03
4000-461	SCARRY, COLE	7674	13331	15.08
4000-461	SILVA, NESTOR C	177	13332	15.08
	CALIF. STATE DISBURSEMENT UNIT		13333	255.23
	CALIF. STATE DISBURSEMENT UNIT		13334	80.76
	RIVERSIDE COUNTY SHERIFF - SCS		13335	650.47
	Total Checks -		13	3,326.50

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13336	.00
	UNITED STATES TREASURY		13337	125.50
	CALIF. STATE DISBURSEMENT UNIT		13338	427.38
	CALIF. STATE DISBURSEMENT UNIT		13339	161.07
2200-421	RODRIGUEZ, MANUEL R	535	13340	1,489.09
	TRACY YOUNGBLOOD		13341	223.39
	TEXAS CHILD SUPPORT SDU		13342	642.92
4000-461	BARON, BYRON	178	13343	449.54
4000-461	SCARRY, COLE	7674	13344	327.98
4000-461	SILVA, NESTOR C	177	13345	352.61
	CALIF. STATE DISBURSEMENT UNIT		13346	255.23
	CALIF. STATE DISBURSEMENT UNIT		13347	80.76
	RIVERSIDE COUNTY SHERIFF - SCS		13348	650.47
	Total Checks -		13	5,185.94

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13349	.00
	CALIF. STATE DISBURSEMENT UNIT		13350	427.38
	CALIF. STATE DISBURSEMENT UNIT		13351	161.07
2200-421	RODRIGUEZ, MANUEL R	535	13352	3,122.65
	TRACY YOUNGBLOOD		13353	223.39
	TEXAS CHILD SUPPORT SDU		13354	642.92
4000-461	BARON, BYRON	178	13355	427.17
4000-461	SCARRY, COLE	7674	13356	335.52
4000-461	SILVA, NESTOR C	177	13357	319.06
	CALIF. STATE DISBURSEMENT UNIT		13358	255.23
	CALIF. STATE DISBURSEMENT UNIT		13359	80.76
	RIVERSIDE COUNTY SHERIFF - SCS		13360	634.89
	Total Checks -		12	6,630.04

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **A'ja Wallace,**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **February 13, 2024**

SUBJECT: **Receive and File Cash and Investments Report for the Month of December 2023**

RECOMMENDATION:

That City Council receive and file Cash and Investment Report for December 2023 on this day, February 13, 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	November 2023	December 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	$8,245,901.67	$6,660,044.04
Bank of America - Parking Citations - XXXXXX8776	$142,002.95	$142,562.16
Bank of America - Airport Visa - XXXXXX7548	$556,747.86	$564,017.55
PERMA General Liability Trust	$139,343.05	$139,343.05
Bank of America - CNG Charge Acct - XXXXXX5594	$79,539.30	$79,323.50
Sub-Total	**$9,163,534.83**	**$7,585,290.30**
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**	**$20,615,721.72**
Cash and Investments	**$47,478,464.62**	**$46,169,021.34**

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	November 2023	December 2023
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$842,200.91	$845,535.23
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$2,944.60	$2,955.87
2019 Wastewater Revenue Bond - 254226002	$2.40	$2.40
2019 Wastewater Revenue Bonds 254226000	$115,034.20	$115,035.15
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,502,828.24	$2,502,848.81
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$715,156.78	$717,988.13
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$516,287.53	$5,865.18
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,156.39	$7,687,187.98
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	$186,057.60	$186,058.36
PERMA Member Trust Account xxx-xxxx-101.12-00	$3,213,839.23	$3,122,372.43

CAISO - City of Banning XXXXX6994	$122,593.68	$123,139.29
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$392,898.55	$828,951.25
Cash with Fiscal Agents US Bank	**$16,297,000.11**	**$16,137,940.08**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$1,232,198.28**	**$1,135,302.05**
Total Restricted Cash and Investments	**$17,529,198.39**	**$17,273,242.13**
Grand Total Cash and Investments	**$65,007,663.01**	**$63,442,263.47**

BOND RESERVE INSURANCE POLICIES:

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

FISCAL IMPACT:

Not applicable.

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

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

ALTERNATIVES:

Not applicable. Receive and file only.

ATTACHMENTS:

1. Attachment 1-Investment Report December 2023.pdf
2. Attachment 2-City of Banning Broker Report December 2023.pdf
3. Attachment 3-LAIF Market Valution December 2023.pdf
4. Attachment 4-PMIA-LAIF Performance Report December 2023.pdf

City of Banning
Report of Investments
December 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	2.14	$ 540,000.00	4.750	101.683	$ 549,088.24	1.40%
	Total Agency	Federal Agencies	Various	AA+	Aaa	1.37	$ 15,000,000.00	4.850	97.785	$ 14,667,741.00	38.9%
	Total CMO	Collateralized Mortgage Obligation	3137FGZT5	AAA	Aaa	4.01	$ 200,000.00	4.360	98.476	$ 196,951.13	0.5%
	Total Corporate	Corporate	Various	A+	A1	2.35	$ 1,250,000.00	4.690	98.349	$ 1,229,367.67	3.2%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAA	Aaa	0.00	$ 55,721.72	4.820	100.000	$ 55,721.72	0.1%
	Total US Treasury	US Treasuries	Various	AA+	Aaa	0.44	$ 3,570,000.00	5.130	99.319	$ 3,545,704.01	9.3%
							$ 20,615,721.72			**$ 20,244,573.77**	**53.4%**
Total Investments							**$ 38,579,676.04**			**$ 38,282,441.39**	**100.0%**

**** See page 5-9 of Broker report for details by category***

City of Banning - Account #11089

MONTHLY ACCOUNT STATEMENT

DECEMBER 1, 2023 THROUGH DECEMBER 31, 2023

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

Custodian
US Bank
Kathleen Connelly
303-585-4591

CHANDLER ASSET MANAGEMENT
chandlerasset.com

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

City of Banning

Account #11089

Portfolio Summary

As of December 31, 2023

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.26
Average Coupon	2.87%
Average Purchase YTM	3.21%
Average Market YTM	4.88%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	1.57 yrs
Average Life	1.35 yrs

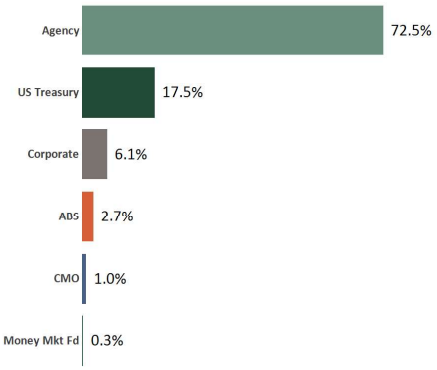
ACCOUNT SUMMARY

	Beg. Values as of 11/30/23	End Values as of 12/31/23
Market Value	19,917,098	20,145,884
Accrued Interest	79,069	98,689
Total Market Value	**19,996,168**	**20,244,574**
Income Earned	53,906	53,568
Cont/WD		0
Par	20,571,425	20,615,722
Book Value	20,499,002	20,546,275
Cost Value	20,466,130	20,504,400

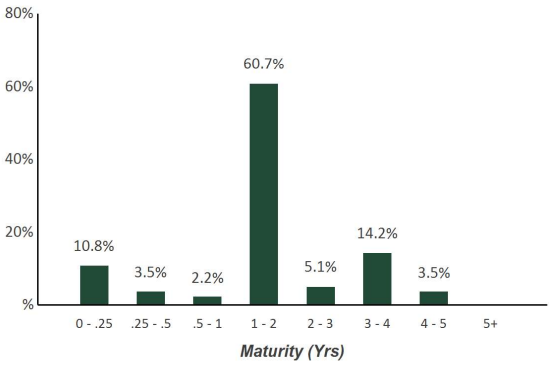
TOP ISSUERS

Federal Home Loan Bank	58.4%
Government of United States	17.5%
Federal Home Loan Mortgage Corp	15.0%
Amazon.com Inc	2.4%
Exxon Mobil Corp	2.4%
State Street Bank	1.2%
American Express ABS	1.1%
John Deere ABS	1.0%
Total	**99.1%**

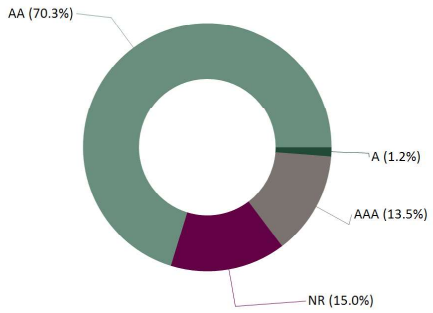
SECTOR ALLOCATION



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	1.23%	2.63%	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Statement of Compliance

As of December 31, 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 December 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	45,000.00	08/08/2023 5.45%	44,994.60 44,995.47	100.67 5.00%	45,301.05 73.98	0.22% 305.58	NR / AAA AAA	2.89 1.53
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 39,993.88	101.04 4.95%	40,415.84 36.47	0.20% 421.96	NR / AAA AAA	4.16 1.78
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	195,000.00	09/12/2023 5.55%	194,986.60 194,987.67	101.55 4.78%	198,026.79 474.93	0.98% 3,039.12	Aaa / NR AAA	4.38 2.03
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 44,998.49	101.52 4.75%	45,682.83 102.19	0.23% 684.34	Aaa / AAA NR	4.46 1.97
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	215,000.00	09/12/2023 5.29%	214,990.39 214,991.31	101.62 4.64%	218,474.40 499.76	1.08% 3,483.09	NR / AAA AAA	4.71 2.46
Total ABS		**540,000.00**	**5.43%**	**539,962.76** **539,966.82**	**4.75%**	**547,900.91** **1,187.33**	**2.71%** **7,934.09**	**Aaa / AAA** **AAA**	**4.38** **2.14**
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	97.95 4.65%	2,938,362.00 19,250.00	14.61% (61,638.00)	Aaa / AA+ NR	1.29 1.24
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	99.22 4.39%	2,976,453.00 19,250.00	14.80% (23,547.00)	Aaa / AA+ NR	1.29 1.24
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	99.29 5.65%	2,978,742.00 18,083.33	14.80% (21,258.00)	Aaa / AA+ NR	1.33 0.32
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	94.73 4.36%	2,841,849.00 2,480.00	14.05% (158,151.00)	Aaa / NR AA+	1.41 1.38
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	95.12 5.17%	2,853,555.00 19,716.67	14.19% (146,445.00)	Aaa / AA+ NR	3.25 2.73
Total Agency		**15,000,000.00**	**2.52%**	**15,000,000.00** **15,000,000.00**	**4.85%**	**14,588,961.00** **78,780.00**	**72.45%** **(411,039.00)**	**Aaa / AA+** **AA+**	**1.70** **1.37**

Holdings Report

As of December 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CMO									
3137FGZT5	FHLMC K079 A2 3.926% Due 6/25/2028	200,000.00	07/10/2023 4.66%	193,554.69 194,167.51	98.15 4.36%	196,296.80 654.33	0.97% 2,129.29	NR / AAA NR	4.49 4.01
Total CMO		**200,000.00**	**4.66%**	**193,554.69** **194,167.51**	**4.36%**	**196,296.80** **654.33**	**0.97%** **2,129.29**	**NR / AAA** **NR**	**4.49** **4.01**
CORPORATE									
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	250,000.00	06/08/2023 5.30%	242,822.50 245,457.28	98.38 5.05%	245,955.75 343.75	1.22% 498.47	A1 / A AA-	0.96 0.93
023135CE4	Amazon.com Inc Note 3% Due 4/13/2025	500,000.00	06/08/2023 4.67%	485,440.00 489,844.89	97.84 4.75%	489,210.50 3,250.00	2.43% (634.39)	A1 / AA AA-	1.28 1.23
30231GAT9	Exxon Mobil Corp Callable Note Cont 12/1/2025 3.043% Due 3/1/2026	500,000.00	06/08/2023 4.53%	481,105.00 484,967.72	97.11 4.44%	485,536.00 5,071.67	2.42% 568.28	Aa2 / AA- NR	2.17 2.05
Total Corporate		**1,250,000.00**	**4.74%**	**1,209,367.50** **1,220,269.89**	**4.69%**	**1,220,702.25** **8,665.42**	**6.07%** **432.36**	**A1 / AA-** **AA-**	**1.57** **1.50**
MONEY MARKET FUND									
31846V401	First American Govt Obligation MMKT Class-D	55,721.72	Various 4.82%	55,721.72 55,721.72	1.00 4.82%	55,721.72 0.00	0.28% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**55,721.72**	**4.82%**	**55,721.72** **55,721.72**	**4.82%**	**55,721.72** **0.00**	**0.28%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
US TREASURY									
912797HY6	US Treasury Bill 5.277% Due 1/9/2024	400,000.00	12/11/2023 5.37%	398,358.11 399,530.89	99.88 5.37%	399,530.89 0.00	1.97% 0.00	P-1 / A-1+ F-1+	0.02 0.02
91282CBE0	US Treasury Note 0.125% Due 1/15/2024	240,000.00	06/08/2023 5.31%	232,753.12 239,538.83	99.82 4.64%	239,558.64 138.59	1.18% 19.81	Aaa / AA+ AA+	0.04 0.04
912797JA6	US Treasury Bill 5.263% Due 1/23/2024	100,000.00	12/27/2023 5.36%	99,619.93 99,678.40	99.68 5.36%	99,678.40 0.00	0.49% 0.00	P-1 / A-1+ F-1+	0.06 0.06

Holdings Report

As of December 31, 2023

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
912797JC2	US Treasury Bill 5.277% Due 2/6/2024	350,000.00	12/11/2023 5.40%	347,126.70 348,152.88	99.47 5.40%	348,152.88 0.00	1.72% 0.00	P-1 / A-1+ F-1+	0.10 0.10
91282CBM2	US Treasury Note 0.125% Due 2/15/2024	250,000.00	06/08/2023 5.29%	241,416.01 248,461.04	99.38 5.12%	248,448.00 118.04	1.23% (13.04)	Aaa / AA+ AA+	0.13 0.12
912797JE8	US Treasury Bill 5.263% Due 2/20/2024	100,000.00	12/27/2023 5.38%	99,210.63 99,269.10	99.27 5.38%	99,269.10 0.00	0.49% 0.00	P-1 / A-1+ F-1+	0.14 0.14
912797GQ4	US Treasury Bill 5.238% Due 3/7/2024	300,000.00	12/11/2023 5.38%	296,246.28 297,119.24	99.04 5.38%	297,119.24 0.00	1.47% 0.00	P-1 / A-1+ F-1+	0.18 0.18
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	250,000.00	06/08/2023 5.22%	240,791.01 247,566.20	99.00 5.13%	247,509.75 185.44	1.22% (56.45)	Aaa / AA+ AA+	0.21 0.20
912797GY7	US Treasury Bill 5.237% Due 3/28/2024	150,000.00	12/27/2023 5.38%	148,014.11 148,101.40	98.73 5.38%	148,101.40 0.00	0.73% 0.00	P-1 / A-1+ F-1+	0.24 0.23
912797HF7	US Treasury Bill 5.325% Due 4/11/2024	200,000.00	10/11/2023 5.55%	194,615.83 197,012.08	98.51 5.55%	197,012.08 0.00	0.97% 0.00	P-1 / A-1+ F-1+	0.28 0.27
912797JP3	US Treasury Bill 5.213% Due 4/23/2024	150,000.00	12/27/2023 5.38%	147,458.91 147,545.78	98.36 5.38%	147,545.78 0.00	0.73% 0.00	P-1 / A-1+ F-1+	0.31 0.30
912797HQ3	US Treasury Bill 5.258% Due 5/9/2024	200,000.00	11/13/2023 5.47%	194,830.13 196,232.13	98.12 5.47%	196,232.13 0.00	0.97% 0.00	P-1 / A-1+ F-1+	0.36 0.35
912828XX3	US Treasury Note 2% Due 6/30/2024	180,000.00	11/13/2023 5.47%	176,196.09 176,993.42	98.44 5.20%	177,194.52 9.89	0.88% 201.10	Aaa / AA+ AA+	0.50 0.49
912797GB7	US Treasury Bill 4.915% Due 7/11/2024	200,000.00	12/04/2023 5.12%	194,020.08 194,757.33	97.38 5.12%	194,757.33 0.00	0.96% 0.00	P-1 / A-1+ F-1+	0.53 0.52
91282CGE5	US Treasury Note 3.875% Due 1/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 496,190.17	99.24 4.27%	496,191.50 8,950.41	2.50% 1.33	Aaa / AA+ AA+	2.04 1.91
Total US Treasury		**3,570,000.00**	**5.21%**	**3,505,793.66** **3,536,148.89**	**5.13%**	**3,536,301.64** **9,402.37**	**17.51%** **152.75**	**Aaa / AAA** **AAA**	**0.46** **0.44**
TOTAL PORTFOLIO		**20,615,721.72**	**3.21%**	**20,504,400.33** **20,546,274.83**	**4.88%**	**20,145,884.32** **98,689.45**	**100.00%** **(400,390.51)**	**Aaa / AA+** **AAA**	**1.57** **1.26**
TOTAL MARKET VALUE PLUS ACCRUED						**20,244,573.77**			

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/01/2023	31846V401	763,364.03	First American Govt Obligation MMKT Class-D	1.000	4.82%	763,364.03	0.00	763,364.03	0.00
Purchase	12/01/2023	31846V401	609.55	First American Govt Obligation MMKT Class-D	1.000	4.82%	609.55	0.00	609.55	0.00
Purchase	12/05/2023	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	12/05/2023	912797GB7	200,000.00	US Treasury Bill 4.915% Due 7/11/2024	97.010	5.12%	194,020.08	0.00	194,020.08	0.00
Purchase	12/12/2023	912797GQ4	300,000.00	US Treasury Bill 5.238% Due 3/7/2024	98.749	5.38%	296,246.28	0.00	296,246.28	0.00
Purchase	12/12/2023	912797HY6	400,000.00	US Treasury Bill 5.277% Due 1/9/2024	99.590	5.37%	398,358.11	0.00	398,358.11	0.00
Purchase	12/12/2023	912797JC2	350,000.00	US Treasury Bill 5.277% Due 2/6/2024	99.179	5.40%	347,126.70	0.00	347,126.70	0.00
Purchase	12/15/2023	31846V401	937.04	First American Govt Obligation MMKT Class-D	1.000	4.82%	937.04	0.00	937.04	0.00
Purchase	12/15/2023	31846V401	890.50	First American Govt Obligation MMKT Class-D	1.000	4.82%	890.50	0.00	890.50	0.00
Purchase	12/16/2023	31846V401	4,125.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	4,125.00	0.00	4,125.00	0.00
Purchase	12/18/2023	31846V401	204.38	First American Govt Obligation MMKT Class-D	1.000	4.82%	204.38	0.00	204.38	0.00
Purchase	12/20/2023	31846V401	201.75	First American Govt Obligation MMKT Class-D	1.000	4.82%	201.75	0.00	201.75	0.00
Purchase	12/26/2023	31846V401	501,382.09	First American Govt Obligation MMKT Class-D	1.000	4.82%	501,382.09	0.00	501,382.09	0.00
Purchase	12/26/2023	31846V401	182.33	First American Govt Obligation MMKT Class-D	1.000	4.82%	182.33	0.00	182.33	0.00
Purchase	12/26/2023	31846V401	654.33	First American Govt Obligation MMKT Class-D	1.000	4.82%	654.33	0.00	654.33	0.00
Purchase	12/28/2023	912797GY7	150,000.00	US Treasury Bill 5.237% Due 3/28/2024	98.676	5.38%	148,014.11	0.00	148,014.11	0.00

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	12/28/2023	912797JA6	100,000.00	US Treasury Bill 5.263% Due 1/23/2024	99.620	5.36%	99,619.93	0.00	99,619.93	0.00
Purchase	12/28/2023	912797JE8	100,000.00	US Treasury Bill 5.263% Due 2/20/2024	99.211	5.38%	99,210.63	0.00	99,210.63	0.00
Purchase	12/28/2023	912797JP3	150,000.00	US Treasury Bill 5.213% Due 4/23/2024	98.306	5.38%	147,458.91	0.00	147,458.91	0.00
Purchase	12/31/2023	31846V401	1,800.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	1,800.00	0.00	1,800.00	0.00
Subtotal			**3,239,351.00**				**3,219,405.75**	**0.00**	**3,219,405.75**	**0.00**
TOTAL ACQUISITIONS			**3,239,351.00**				**3,219,405.75**	**0.00**	**3,219,405.75**	**0.00**
DISPOSITIONS										
Sale	12/01/2023	459058KW2	250,000.00	Intl. Bank Recon & Development Note 4.625% Due 8/1/2028	100.864	4.76%	252,160.00	2,087.67	254,247.67	3,497.30
Sale	12/01/2023	74340XCG4	250,000.00	Prologis LP Callable Note Cont 5/15/2028 4.875% Due 6/15/2028	99.208	5.49%	248,020.00	5,179.69	253,199.69	4,158.07
Sale	12/01/2023	89236TLB9	250,000.00	Toyota Motor Credit Corp Note 5.25% Due 9/11/2028	101.200	5.34%	253,000.00	2,916.67	255,916.67	3,971.88
Sale	12/05/2023	31846V401	194,020.08	First American Govt Obligation MMKT Class-D	1.000	4.82%	194,020.08	0.00	194,020.08	0.00
Sale	12/12/2023	31846V401	1,041,731.09	First American Govt Obligation MMKT Class-D	1.000	4.82%	1,041,731.09	0.00	1,041,731.09	0.00
Sale	12/26/2023	14913UAA8	500,000.00	Caterpillar Financial Services Note 4.35% Due 5/15/2026	99.781	4.60%	498,905.00	2,477.09	501,382.09	1,698.24
Sale	12/28/2023	31846V401	494,303.58	First American Govt Obligation MMKT Class-D	1.000	4.82%	494,303.58	0.00	494,303.58	0.00
Subtotal			**2,980,054.75**				**2,982,139.75**	**12,661.12**	**2,994,800.87**	**13,325.49**
Paydown	12/15/2023	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

Transaction Ledger

As of December 31, 2023

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	12/15/2023	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	12/18/2023	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	12/20/2023	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	12/26/2023	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	12/26/2023	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	12/05/2023	912797HN0	215,000.00	US Treasury Bill 5.348% Due 12/5/2023	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			**3,195,054.75**				**3,197,139.75**	**15,731.45**	**3,212,871.20**	**13,325.49**
OTHER TRANSACTIONS										
Interest	12/16/2023	857477AN3	250,000.00	State Street Bank Note 3.3% Due 12/16/2024	0.000		4,125.00	0.00	4,125.00	0.00
Interest	12/31/2023	912828XX3	180,000.00	US Treasury Note 2% Due 6/30/2024	0.000		1,800.00	0.00	1,800.00	0.00
Subtotal			**430,000.00**				**5,925.00**	**0.00**	**5,925.00**	**0.00**
Dividend	12/01/2023	31846V401	1,059,789.50	First American Govt Obligation MMKT Class-D	0.000		609.55	0.00	609.55	0.00
Subtotal			**1,059,789.50**				**609.55**	**0.00**	**609.55**	**0.00**
TOTAL OTHER TRANSACTIONS			**1,489,789.50**				**6,534.55**	**0.00**	**6,534.55**	**0.00**

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135CE4	Amazon.com Inc Note 3% Due 04/13/2025	06/08/2023 06/12/2023 500,000.00	489,172.22 0.00 0.00 489,844.89	2,000.00 0.00 3,250.00 1,250.00	672.67 0.00 672.67 1,922.67	1,922.67
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 09/15/2028	09/12/2023 09/19/2023 215,000.00	214,991.03 0.00 0.00 214,991.31	499.76 937.04 499.76 937.04	0.28 0.00 0.28 937.32	937.32
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 02/25/2028	07/11/2023 07/18/2023 40,000.00	39,993.70 0.00 0.00 39,993.88	36.47 182.33 36.47 182.33	0.18 0.00 0.18 182.51	182.51
14913UAA8	Caterpillar Financial Services Note Due 05/15/2026	06/08/2023 06/12/2023 0.00	497,126.59 0.00 497,206.76 0.00	966.67 2,477.09 0.00 1,510.42	80.17 0.00 80.17 1,590.59	1,590.59
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	484,377.85 0.00 0.00 484,967.72	3,803.75 0.00 5,071.67 1,267.92	589.87 0.00 589.87 1,857.79	1,857.79
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	13,216.67 0.00 19,716.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3130ARFY2	FHLB Callable Note 1X 4/14/2023 3% Due 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	11,750.00 0.00 19,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARGD7	FHLB Callable Note Qtrly 7/14/2022 3% Due 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	11,750.00 0.00 19,250.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARNR8	FHLB Callable Note Qtrly 7/29/2022 3.5% Due 04/29/2025	04/29/2022 04/29/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	9,333.33 0.00 18,083.33 8,750.00	0.00 0.00 0.00 8,750.00	8,750.00

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3134GW6Z4	FHLMC Callable Note Ann 10/29/2021 0.48% Due 05/29/2025	10/30/2020 10/30/2020 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	1,280.00 0.00 2,480.00 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	194,057.06 0.00 0.00 194,167.51	654.33 654.33 654.33 654.33	110.45 0.00 110.45 764.78	764.78
36267KAD9	GM Financial Securitized Term 2023-3 A3 5.45% Due 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.44 0.00 0.00 44,998.49	102.19 204.38 102.19 204.38	0.05 0.00 0.05 204.43	204.43
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	08/08/2023 08/16/2023 45,000.00	44,995.27 0.00 0.00 44,995.47	73.98 201.75 73.98 201.75	0.20 0.00 0.20 201.95	201.95
459058KW2	Intl. Bank Recon & Development Note Due 08/01/2028	09/26/2023 09/28/2023 0.00	248,662.70 0.00 248,662.70 0.00	2,087.67 2,087.67 0.00 0.00	0.00 0.00 0.00 0.00	0.00
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,987.35 0.00 0.00 194,987.67	474.93 890.50 474.93 890.50	0.32 0.00 0.32 890.82	890.82
74340XCG4	Prologis LP Callable Note Cont 5/15/2028 Due 06/15/2028	09/26/2023 09/28/2023 0.00	243,861.93 0.00 243,861.93 0.00	5,179.69 5,179.69 0.00 0.00	0.00 0.00 0.00 0.00	0.00
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	06/08/2023 06/12/2023 250,000.00	245,054.92 0.00 0.00 245,457.28	3,781.25 4,125.00 343.75 687.50	402.36 0.00 402.36 1,089.86	1,089.86
89236TLB9	Toyota Motor Credit Corp Note Due 09/11/2028	09/26/2023 09/28/2023 0.00	249,028.12 0.00 249,028.12 0.00	2,916.67 2,916.67 0.00 0.00	0.00 0.00 0.00 0.00	0.00

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828XX3	US Treasury Note 2% Due 06/30/2024	11/13/2023 11/14/2023 180,000.00	176,478.48 0.00 0.00 176,993.42	1,506.52 1,800.00 9.89 303.37	514.94 0.00 514.94 818.31	818.31
91282CBE0	US Treasury Note 0.125% Due 01/15/2024	06/08/2023 06/09/2023 240,000.00	238,517.68 0.00 0.00 239,538.83	113.32 0.00 138.59 25.27	1,021.15 0.00 1,021.15 1,046.42	1,046.42
91282CBM2	US Treasury Note 0.125% Due 02/15/2024	06/08/2023 06/09/2023 250,000.00	247,400.86 0.00 0.00 248,461.04	91.71 0.00 118.04 26.33	1,060.18 0.00 1,060.18 1,086.51	1,086.51
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	06/08/2023 06/09/2023 250,000.00	246,546.63 0.00 0.00 247,566.20	132.21 0.00 185.44 53.23	1,019.57 0.00 1,019.57 1,072.80	1,072.80
91282CGE5	US Treasury Note 3.875% Due 01/15/2026	06/08/2023 06/09/2023 500,000.00	496,031.65 0.00 0.00 496,190.17	7,318.27 0.00 8,950.41 1,632.14	158.52 0.00 158.52 1,790.66	1,790.66
Total Fixed Income		**18,410,000.00**	**19,596,282.48** **0.00** **1,238,759.51** **18,363,153.88**	**79,069.39** **21,656.45** **98,689.45** **41,276.51**	**5,630.91** **0.00** **5,630.91** **46,907.42**	**46,907.42**
CASH & EQUIVALENT						
31846V401	First American Govt Obligation MMKT Class-D	Various Various 55,721.72	296,425.47 1,489,351.00 1,730,054.75 55,721.72	0.00 609.55 0.00 609.55	0.00 0.00 0.00 609.55	609.55
912797GB7	US Treasury Bill 4.915% Due 07/11/2024	12/04/2023 12/05/2023 200,000.00	0.00 194,020.08 0.00 194,757.33	0.00 0.00 0.00 0.00	737.25 0.00 737.25 737.25	737.25

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797GQ4	US Treasury Bill 5.238% Due 03/07/2024	12/11/2023 12/12/2023 300,000.00	0.00 296,246.28 0.00 297,119.24	0.00 0.00 0.00 0.00	872.96 0.00 872.96 872.96	872.96
912797GY7	US Treasury Bill 5.237% Due 03/28/2024	12/27/2023 12/28/2023 150,000.00	0.00 148,014.11 0.00 148,101.40	0.00 0.00 0.00 0.00	87.29 0.00 87.29 87.29	87.29
912797HF7	US Treasury Bill 5.325% Due 04/11/2024	10/11/2023 10/12/2023 200,000.00	196,095.00 0.00 0.00 197,012.08	0.00 0.00 0.00 0.00	917.08 0.00 917.08 917.08	917.08
912797HN0	US Treasury Bill Due 12/05/2023	10/11/2023 10/12/2023 0.00	214,872.25 0.00 215,000.00 0.00	0.00 0.00 0.00 0.00	127.75 0.00 127.75 127.75	127.75
912797HQ3	US Treasury Bill 5.258% Due 05/09/2024	11/13/2023 11/14/2023 200,000.00	195,326.67 0.00 0.00 196,232.13	0.00 0.00 0.00 0.00	905.46 0.00 905.46 905.46	905.46
912797HY6	US Treasury Bill 5.277% Due 01/09/2024	12/11/2023 12/12/2023 400,000.00	0.00 398,358.11 0.00 399,530.89	0.00 0.00 0.00 0.00	1,172.78 0.00 1,172.78 1,172.78	1,172.78
912797JA6	US Treasury Bill 5.263% Due 01/23/2024	12/27/2023 12/28/2023 100,000.00	0.00 99,619.93 0.00 99,678.40	0.00 0.00 0.00 0.00	58.47 0.00 58.47 58.47	58.47
912797JC2	US Treasury Bill 5.277% Due 02/06/2024	12/11/2023 12/12/2023 350,000.00	0.00 347,126.70 0.00 348,152.88	0.00 0.00 0.00 0.00	1,026.18 0.00 1,026.18 1,026.18	1,026.18

Income Earned

As of December 31, 2023

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797JE8	US Treasury	12/27/2023	0.00	0.00	58.47	58.47
	Bill	12/28/2023	99,210.63	0.00	0.00	
	5.263% Due 02/20/2024	100,000.00	0.00	0.00	58.47	
			99,269.10	0.00	58.47	
912797JP3	US Treasury	12/27/2023	0.00	0.00	86.87	86.87
	Bill	12/28/2023	147,458.91	0.00	0.00	
	5.213% Due 04/23/2024	150,000.00	0.00	0.00	86.87	
			147,545.78	0.00	86.87	
			902,719.39	**0.00**	**6,050.56**	
			3,219,405.75	**609.55**	**0.00**	
			1,945,054.75	**0.00**	**6,050.56**	
Total Cash & Equivalent		**2,205,721.72**	**2,183,120.95**	**609.55**	**6,660.11**	**6,660.11**
			20,499,001.87	**79,069.39**	**11,681.47**	
			3,219,405.75	**22,266.00**	**0.00**	
			3,183,814.26	**98,689.45**	**11,681.47**	
TOTAL PORTFOLIO		**20,615,721.72**	**20,546,274.83**	**41,886.06**	**53,567.53**	**53,567.53**

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.

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

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

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

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

Benchmark Index & Disclosures

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

State of California
Pooled Money Investment Account
Market Valuation
12/31/2023

Description	Carrying Cost Plus Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
United States Treasury:				
Bills	$ 26,992,679,410.54	$ 27,341,582,810.63	$ 27,352,122,000.00	NA
Notes	$ 68,988,369,285.87	$ 68,970,726,643.78	$ 68,066,367,000.00	$ 380,047,413.50
Federal Agency:				
SBA	$ 273,825,056.61	$ 273,825,056.61	$ 273,117,626.86	$ 1,326,636.53
MBS-REMICs	$ 2,164,861.02	$ 2,164,861.02	$ 2,133,161.33	$ 9,501.16
Debentures	$ 8,533,332,561.10	$ 8,532,907,561.09	$ 8,460,384,650.00	$ 60,973,579.20
Debentures FR	$ -	$ -	$ -	$ -
Debentures CL	$ 650,000,000.00	$ 650,000,000.00	$ 639,238,500.00	$ 4,456,111.50
Discount Notes	$ 21,584,982,812.45	$ 21,861,271,194.36	$ 21,856,617,000.00	NA
Supranational Debentures	$ 2,819,756,450.14	$ 2,819,512,700.14	$ 2,788,881,800.00	$ 20,848,175.60
Supranational Debentures FR	$ -	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -	$ -
Bank Notes	$ -		$ -	$ -
CDs and YCDs	$ 12,200,000,000.00	$ 12,200,000,000.00	$ 12,207,619,357.44	$ 162,478,416.67
Commercial Paper	$ 9,014,594,527.68	$ 9,116,638,444.29	$ 9,117,150,756.95	NA
Corporate:				
Bonds FR	$ -	$ -	$ -	$ -
Bonds	$ 566,929,562.48	$ 566,697,340.26	$ 551,864,240.00	$ 3,944,225.38
Repurchase Agreements	$ -	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -	$ -
Time Deposits	$ 5,284,000,000.00	$ 5,284,000,000.00	$ 5,284,000,000.00	NA
PMIA & GF Loans	$ 325,717,000.00	$ 325,717,000.00	$ 325,717,000.00	NA
TOTAL	$ 157,236,351,527.89	$ 157,945,043,612.18	$ 156,925,213,092.58	$ 634,084,059.54

Fair Value Including Accrued Interest $ 157,559,297,152.12

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

The value of each participating dollar equals the fair value divided by the amortized cost (0.993543131).
As an example: if an agency has an account balance of $20,000,000.00, then the agency would report its participation in the LAIF valued at $19,870,862.61 or $20,000,000.00 x 0.993543131.

PMIA/LAIF Performance Report as of 1/17/24

Quarterly Performance Quarter Ended 12/31/23

LAIF Apportionment Rate[2]:	4.00
LAIF Earnings Ratio[2]:	0.00010932476863589
LAIF Administrative Cost[1]*:	0.29
LAIF Fair Value Factor[1]:	0.993543131
PMIA Daily[1]:	3.96
PMIA Quarter to Date[1]:	3.81
PMIA Average Life[1]:	230

PMIA Average Monthly Effective Yields[1]

December	**3.929**
November	3.843
October	3.670
September	3.534
August	3.434
July	3.305**

Pooled Money Investment Account Monthly Portfolio Composition [1] 12/31/23 $158.0 billion

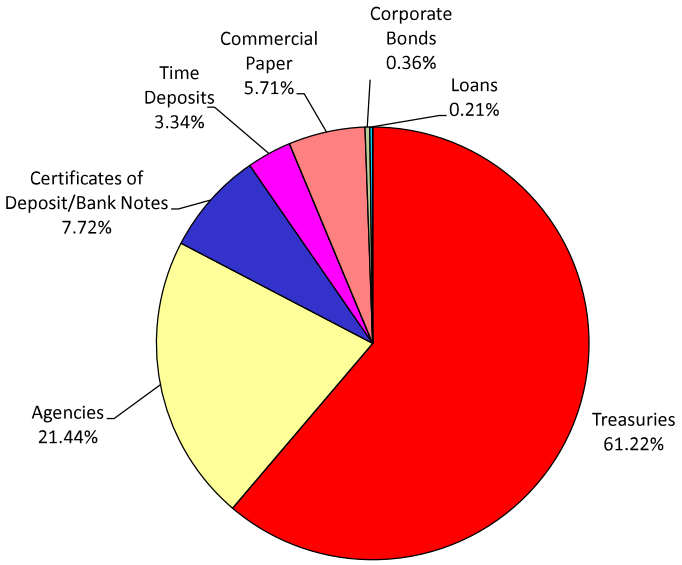


Chart does not include $2,164,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

Daily rates are now available here. View PMIA Daily Rates

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

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

*** Revised*

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Receipts, Disbursements, & Fund Balances Reporting for November and December 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date**

RECOMMENDATION:

Receive and file Receipts, Disbursements, & Fund Balances Reporting for November and December 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date Interactive Report.

BACKGROUND:

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

JUSTIFICATION:

This report provides visibility into cash inflows and outflows and fund balances and net positions on a monthly basis. Interactive Report attached here:

November report: https://stories.opengov.com/banningca/published/xpuNwVhR2

December report: https://stories.opengov.com/banningca/published/VaMRjHCcb

FISCAL IMPACT:

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

ALTERNATIVES:

Not Applicable.

ATTACHMENTS:

1. Report - November.pdf
2. Report - December.pdf

LOGOTYPE

Receipts, Disbursements, & Fund Balance Reporting for November 2023 and Fiscal Year 2022-23 and 2023-24 YTD

Per Government Code Section 41004, Regularly, at least once each month, the city treasurer shall submit to the city clerk a written report and accounting of all receipts, disbursements, and fund balances. The city treasurer shall file a copy with the legislative body.

Receipts & Disbursements Overview

The timing of receipts for local governments does not line up with the timing of disbursements. The majority of Property Tax receipts occur in two two-part lump payments in late December and early January and late April and early May for each fiscal year. Sales Tax receipts are received two months in arrears with a quarterly true-up. Transient Occupancy Tax receipts are also received up to two months in arrears. Those three receipt streams are the largest in the General Fund.

Other Governmental Fund receipts are based on grants, bonds, developer deposits, and other restricted sources. Grant receipts are generally either reimbursed after the city disburses the monies or are held as a liability until spent. Other restricted receipts include Gas Taxes, Road Maintenance and Rehabilitation, and Law Enforcement monies from the State.

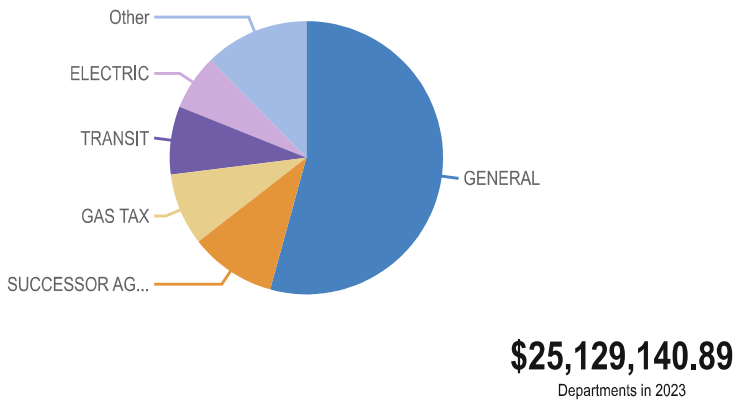
Proprietary Fund receipts and disbursements are timed in a much less chaotic fashion. Enterprise Funds generally charge for services monthly and have steady receipt and disbursement streams. Internal Service Funds charge other City funds and departments quarterly to fund the ongoing operations. Primarily, only dsibursements will show in these reports since only money received or disbursed externally are accounted for here and those receipts are almost wholly internal in nature. Fiduciary Funds are held by the City in a custodial or trust capacity. While the City accounts for activities in these funds, they are not a part of the City and the City maintains no legal liability for those custodial debts.

Receipts

Prior Fiscal Year

Citywide Receipts Total

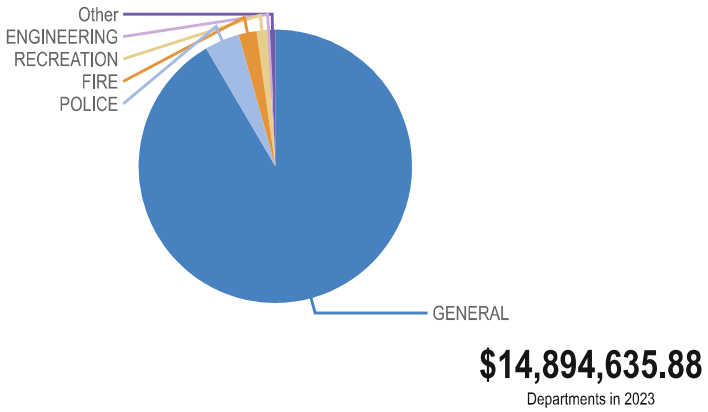
Citywide Receipts July 2022 - June 2023



Citywide receipts for FY 2022-23 totaled approximately $25.1 million, down from $26.7 million in Fiscal Year 2021-22. The majority of General Fund receipts are classified as General, which are primarily related to General Fund discretionary revenues including tax receipts and other unrestricted revenues. Enterprise funds' receipts are primarily from utility payments for services provided.

General Fund Receipts Total

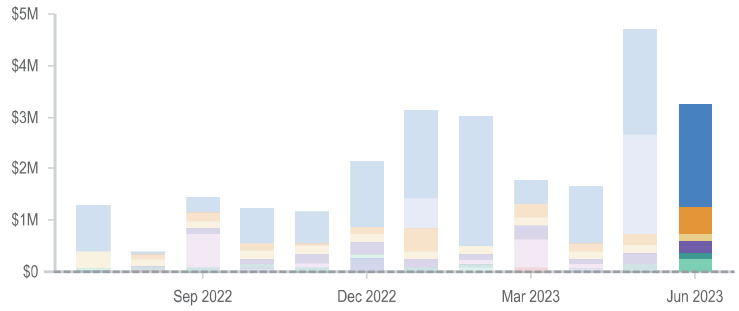
General Fund Receipts July 2022 - June 2023



As this chart depicts, the General Fund has about 91.5% of its receipts classified as General discretionary receipts to be used to fund all programs not funded through restricted sources. The remaining 8.5% of receipts offset the costs of associated programs within those functions.

Citywide Receipts By Month

Citywide Receipts July 2022 - June 2023



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Departments in Jun 2023

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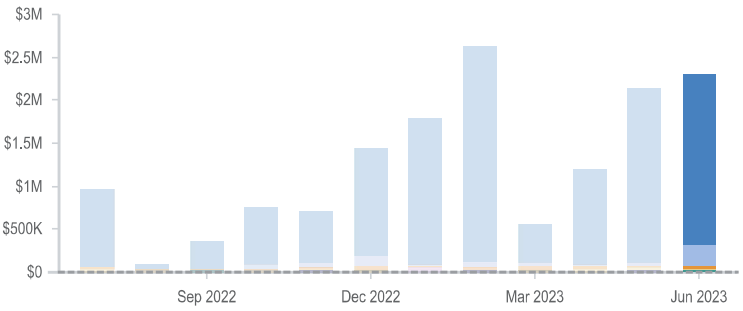


$2,304,147.13
Departments in Jun 2023

As illustrated from last fiscal year, receipts for the General Fund are heavily impacted by the timing of discretionary cash flows to the City from Taxes.

Receipts

Current Fiscal Year

Citywide Receipts November 2023

Citywide Receipts November 2023

Category	2024
GENERAL	$732,543.72
ELECTRIC	$678,451.62
TRANSIT	$141,836.21
REFUSE	$80,338.31
NON-DEPARTMENTAL	$71,215.60
Other	$189,161.66

In November the City received most of its cash receipts from General Fund discretionary sources, Electric fees, Transit, Refuse franchise fees, and Non-Departmental. General receipts were primarily from Taxes. Electric receipts were primarily from energy sales.

General Fund Receipts November 2023

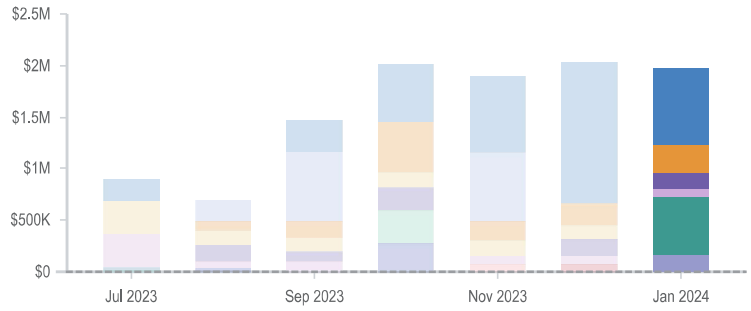
General Fund Receipts November 2023

Category	2024
GENERAL	$732,543.72
POLICE	$44,957.59
PLANNING	$32,689.00
FIRE	$31,277.30
BUILDING SAFETY	$13,018.87
Other	$23,340.38

In November, the General discretionary receipts related to Sales Taxes, Transient Occupancy Taxes, Business License Taxes and Franchise Fees. Police receipts were primarily from public safety sales taxes and special programs. Planning and Fire receipts are primarily from licenses, permit fees, and inspections.

Citywide Receipts July 2023-To-Date

Citywide Receipts July 2023 - June 2024

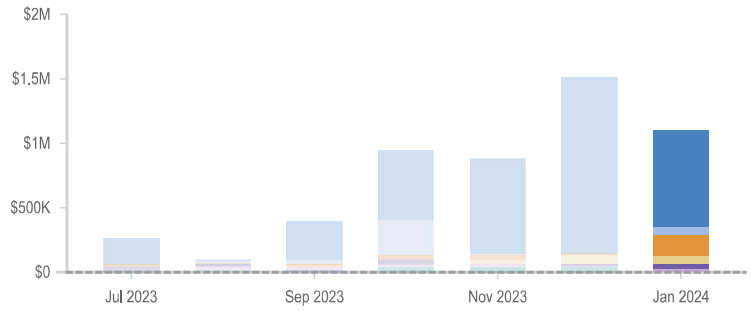


$1,975,193.46
Departments in Jan 2024

Enterprise receipts and General Government operations generally comprise the majority of all receipts. In November the bulk of General receipts were from sales taxes and transient occupancy taxes for September 2023 and, Business License Taxes, and Franchise Fees.

General Fund Receipts July 2023-To-Date

General Fund Receipts July 2023 - June 2024



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Departments in Jan 2024

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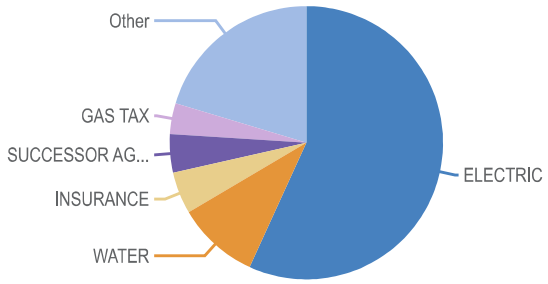
Disbursements

Prior Fiscal Year

Citywide Disbursements Total

Citywide Disbursements July 2022 - June 2023

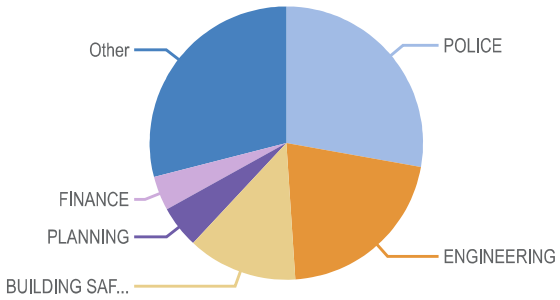


$59,318,905.67
Departments in 2023

Electric disbursements are heavily impacted by the purchase of electricity. This is offset by the receipts for service provided. In this chart, all General Fund disbursements are within the Other category.

General Fund Disbursements Total

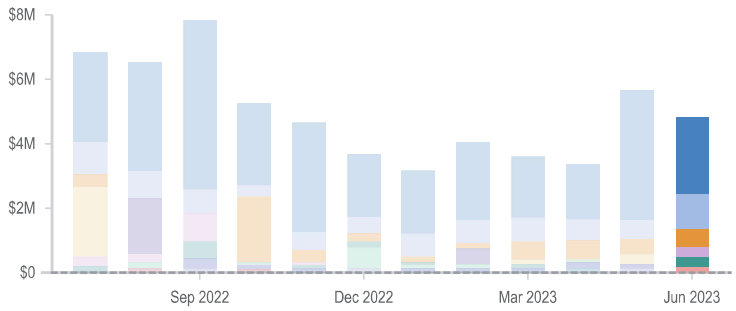
General Fund Disbursements July 2022 - June 2023



$6,898,981.38
Departments in 2023

Citywide Disbursements By Month

Citywide Disbursements July 2022 - June 2023

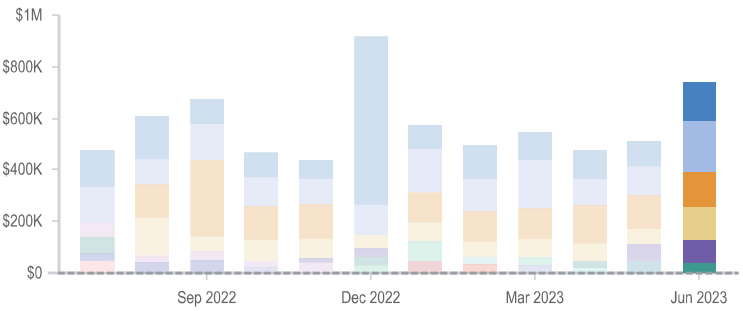


$4,821,458.53
Departments in Jun 2023

In this chart, Electric department disbursements are the largest every month. While the amount fluctuates seasonally, it encompasses over half of Citywide disbursements.

General Fund Disbursements By Month

General Fund Disbursements July 2022 - June 2023



$736,738.82
Departments in Jun 2023

General Fund disbursements are fairly regular throughout the fiscal year. In December 2022, the Police Department bought 7 new vehicles, which is why that month has such a high disbursement level. June also tends to be higher as departments pay outstanding invoices prior to fiscal year end.

Disbursements

Current Fiscal Year

Citywide Disbursements November 2023

Citywide Disbursements November 2023

Category	2024
ELECTRIC	$1,964,615.66
WASTEWATER	$161,325.94
ENGINEERING	$148,832.57
WATER	$140,945.09
TRANSIT	$96,293.52
Other	$682,783.55

The Electric disbursements include $1.3 million for purchased power and payment for a feasibility study. Wastewater Disbursements included payment for operations and maintenance services at the treatment plant, annual permits, and capital expenditures. Water disbursements were for Well C-8 Construction, CEQA compliance, and supplies and services. Disbursements in this report do not include payroll.

General Fund Disbursements November 2023

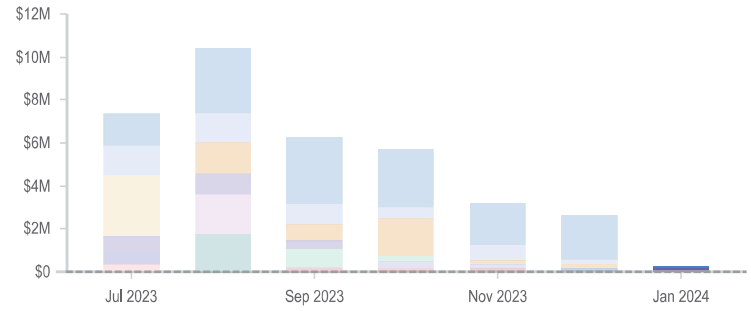
General Fund Disbursements November 2023

Category	2024
ENGINEERING	$148,832.57
GENERAL FACILITIES	$85,376.18
POLICE	$66,561.30
PLANNING	$34,119.92
PARKS	$17,811.15
Other	$77,496.14

Engineering disbursements were primarily for plan check and inspection services. General Facilities payments were primarily related to the City Hall remodel (Finance Department). Police payments were for audio-visual security systems and supplies and services. Planning disbursements were for plan checking and supplies and services. Disbursements in this report do not include payroll.

Citywide Disbursements July 2023-To-Date

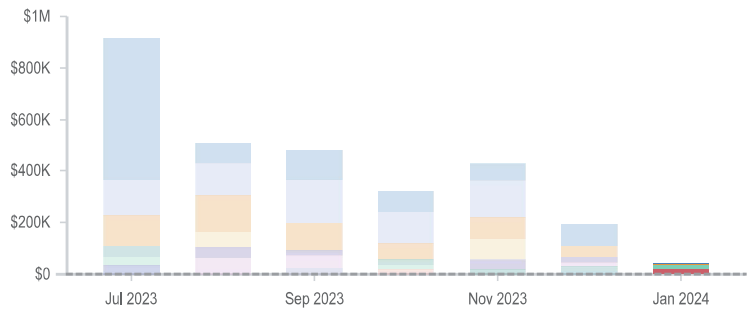
Citywide Disbursements July 2023 - June 2024



$235,537.26
Departments in Jan 2024

General Fund Disbursements July 2023-To-Date

General Fund Disbursements July 2023 - June 2024



$45,545.73
Departments in Jan 2024

Fund Balance Reporting

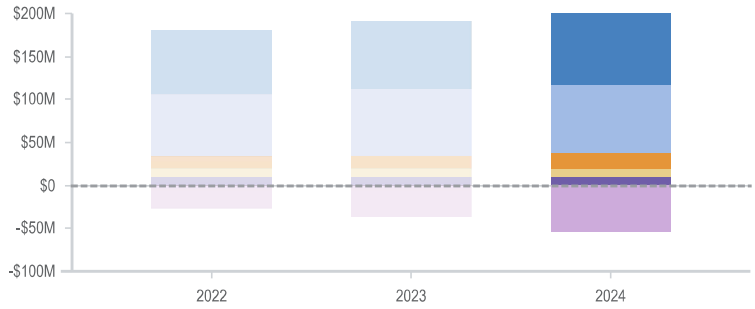
The fund balances reported are based on the audited ending fund balances reported in the FY 2021-22 Annual Comprehensive Financial Report. The current net income by fund for FY 2022-23 and FY 2023-24 reported below are cumulative.

Citywide Cumulative Fund Balances

June 2023 (Preliminary) and

FY 2023-24 Year-To-Date

Fund Balances Citywide



$145,301,509.52

Fund Description in 2024

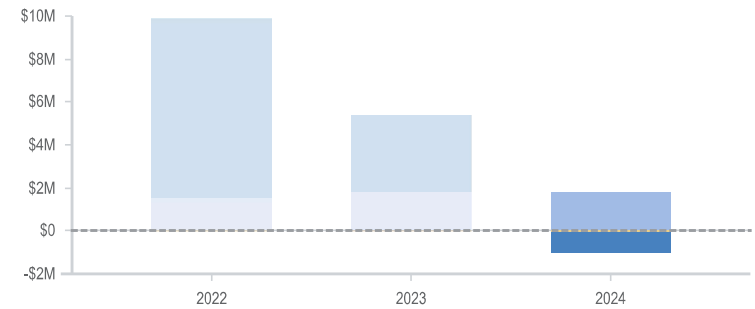
The General Fund usually has the highest fund balance of all Governmental Funds. However, Enterprise Funds generally have the highest Net Positions of the entire City.

General Fund Cumulative Fund Balance

June 2023 (Preliminary) and

FY 2023-24 Year-To-Date

Fund Balances General Fund



$779,806.23

Fund Description in 2024

Fund balance for the General Fund will generally always fall for the first half of the fiscal year and increase in the second half of the fiscal year. This is due to the timing of revenues and expenditures. General Fund revenues are weighted significantly to the second half of the year while expenditures occur at a more constant rate throughout the year. The City had budgeted $2 million in revenue for an Exclusive Negotiating Agreement (ENA) that was canceled and also had a budgeted net loss of $975,275, plus the added $1.1 million appropriation for Engineering Inspection Services. Altogether, the ending net loss is expected to be around $4.5 million and the ending fund balance should be approximately $5.33 million. In the 2018 budget the General Fund ending total fund balance for FY 2022-23 was expected to go negative.

City of Banning Official Website



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LOGOTYPE

Receipts, Disbursements, & Fund Balance Reporting for December 2023 and Fiscal Year 2022-23 and 2023-24 YTD

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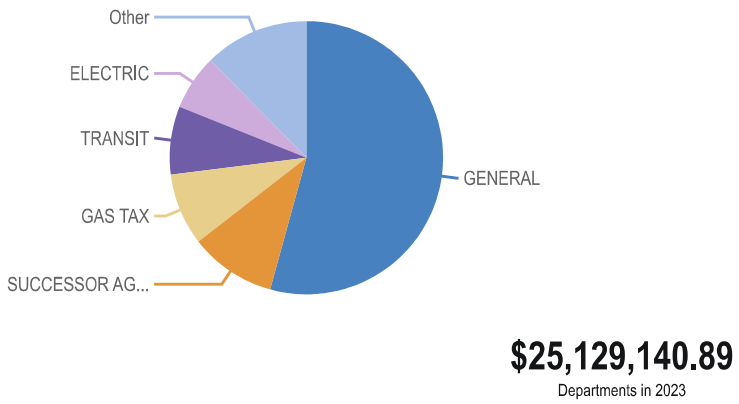
Receipts

Prior Fiscal Year

Citywide Receipts Total

Citywide Receipts July 2022 - June 2023



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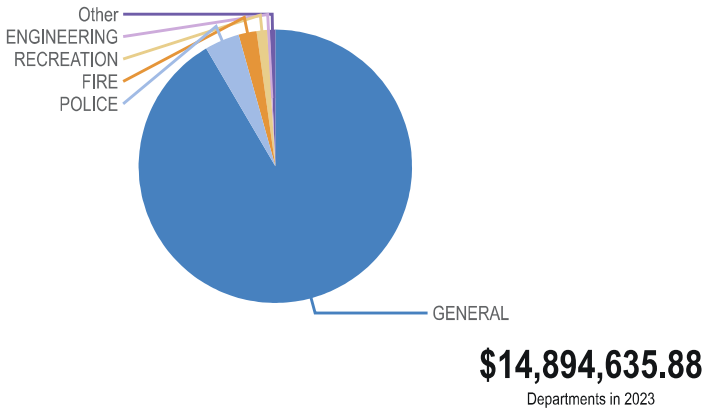

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Citywide Receipts By Month

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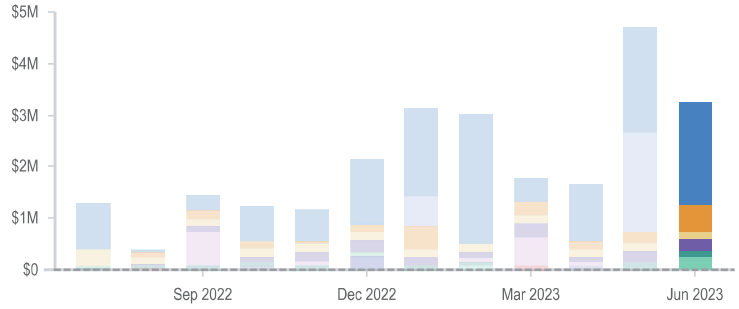

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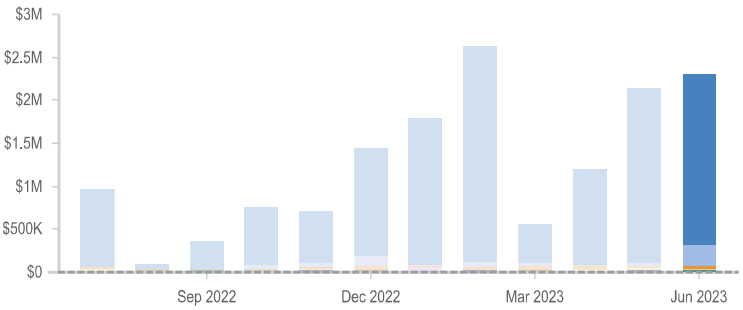

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As illustrated from last fiscal year, receipts for the General Fund are heavily impacted by the timing of discretionary cash flows to the City from Taxes.

Receipts

Current Fiscal Year

Citywide Receipts December 2023

Citywide Receipts December 2023

Category	2024
GENERAL	$1,365,465.20
GAS TAX	$154,077.08
TRANSIT	$141,901.97
REFUSE	$80,622.64
POLICE	$72,218.34
Other	$211,299.03

In December the City received most of its cash receipts from General Fund discretionary sources, Gas Tax, Transit, Refuse franchise fees, and Police. General receipts were primarily from Taxes.

General Fund Receipts December 2023

General Fund Receipts December 2023

Category	2024
GENERAL	$1,365,465.20
POLICE	$72,218.34
FIRE	$30,826.42
PLANNING	$17,405.00
RECREATION	$9,969.50
Other	$12,467.49

In December, the General discretionary receipts related to Property Taxes, Sales Taxes, Transient Occupancy Taxes, Business License Taxes and Franchise Fees. Police receipts were primarily from public safety sales taxes and special programs. Planning and Fire receipts are primarily from licenses, permit fees, and inspections.

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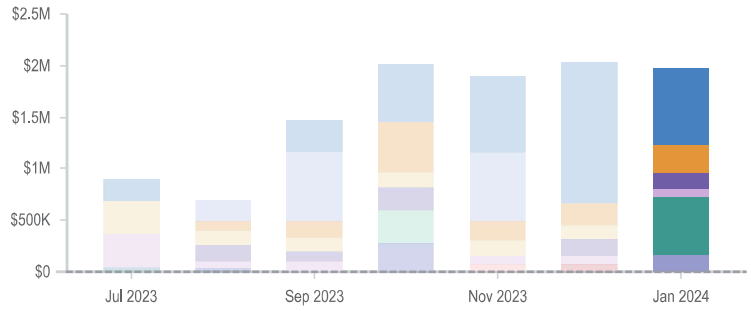

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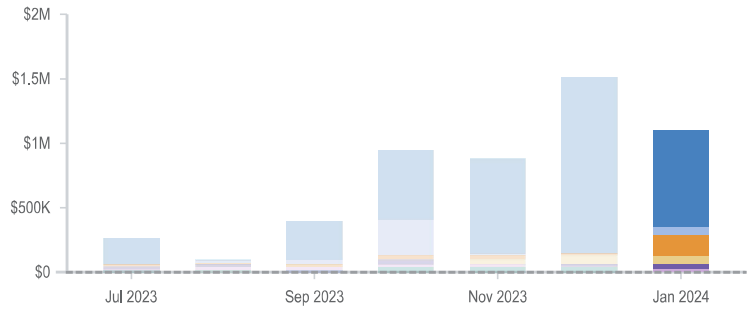

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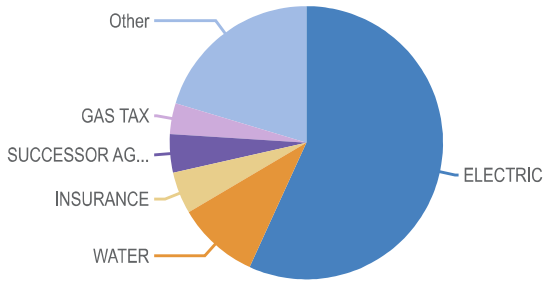

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Departments in 2023

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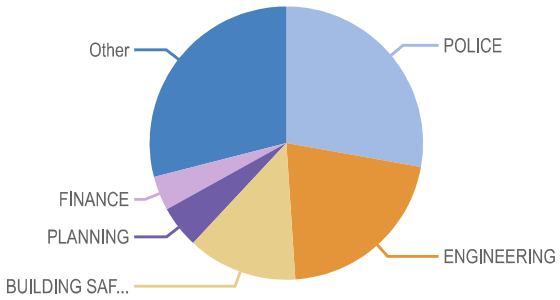

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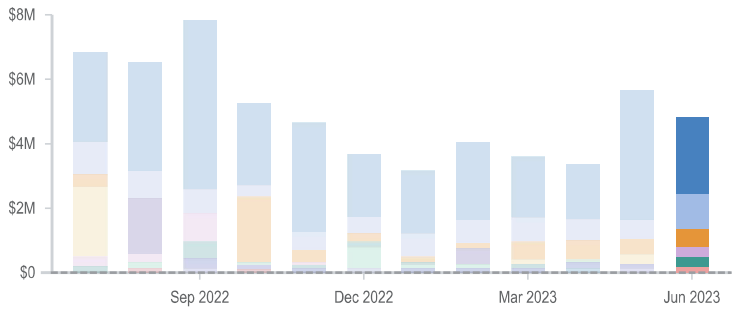
Citywide Disbursements By Month

Citywide Disbursements July 2022 - June 2023



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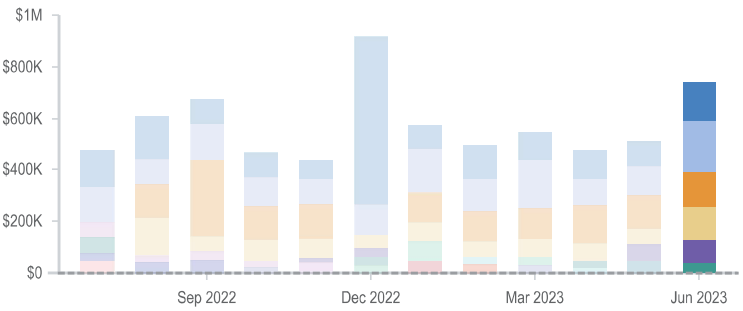

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Disbursements

Current Fiscal Year

Citywide Disbursements December 2023

Citywide Disbursements December 2023

Category	2024
ELECTRIC	$2,031,476.09
WATER	$109,837.66
POLICE	$81,020.96
CITY ATTORNEY - ISF	$57,684.36
CENTRAL SERVICES	$55,128.58
Other	$294,861.05

The Electric disbursements include $1.9 million for purchased power and supplies and services. Water disbursements were for permits fee, watermaster services, flume costs, and supplies and services. Police disbursements were primarily due to investigative services, audio-video security equipment, capital expenditures, and supplies and services. City Attorney - ISF payments were for Citywide legal services. Disbursements in this report do not include payroll.

General Fund Disbursements December 2023

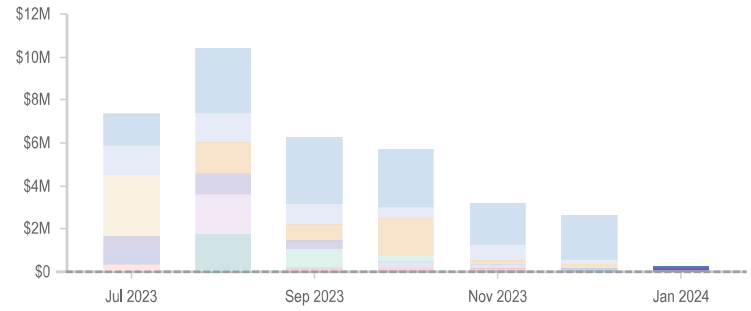
General Fund Disbursements December 2023

Category	2024
POLICE	$81,020.96
PLANNING	$23,542.81
PARKS	$16,587.62
BUILDING SAFETY	$13,814.51
CITY CLERK	$10,527.10
Other	$45,968.69

Planning disbursements were for plan checking and supplies and services. Parks payments were primarily for landscaping services and outdoor equity programs. Building Safety paid for its Comcate Software renewal. City Clerk payments for codification services and services and supplies. Disbursements in this report do not include payroll.

Citywide Disbursements July 2023-To-Date

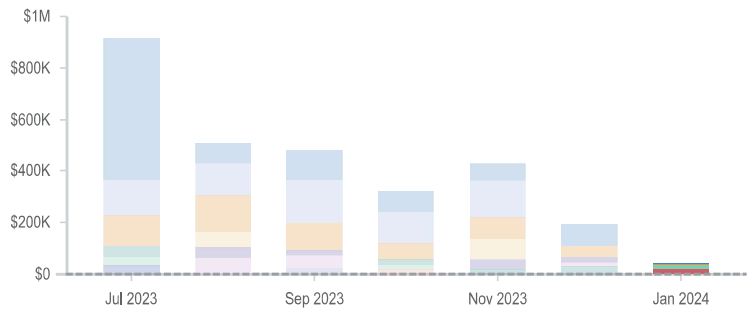
Citywide Disbursements July 2023 - June 2024



$235,537.26
Departments in Jan 2024

General Fund Disbursements July 2023-To-Date

General Fund Disbursements July 2023 - June 2024



$45,545.73
Departments in Jan 2024

Fund Balance Reporting

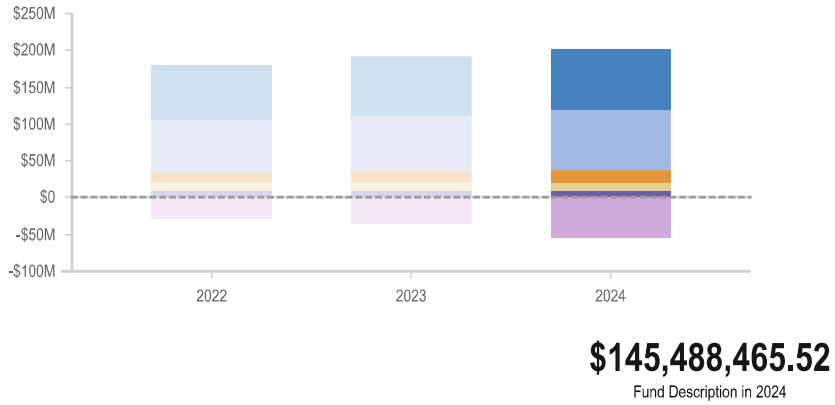
The fund balances reported are based on the audited ending fund balances reported in the FY 2021-22 Annual Comprehensive Financial Report. The current net income by fund for FY 2022-23 and FY 2023-24 reported below are cumulative.

Citywide Cumulative Fund Balances

June 2023 (Preliminary) and

FY 2023-24 Year-To-Date

Fund Balances Citywide



$145,488,465.52

Fund Description in 2024

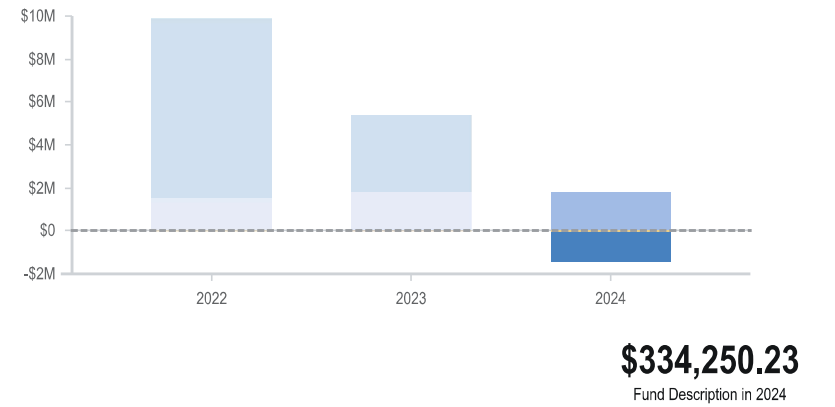
The General Fund usually has the highest fund balance of all Governmental Funds. However, Enterprise Funds generally have the highest Net Positions of the entire City.

General Fund Cumulative Fund Balance

June 2023 (Preliminary) and

FY 2023-24 Year-To-Date

Fund Balances General Fund



$334,250.23

Fund Description in 2024

Fund balance for the General Fund will generally always fall for the first half of the fiscal year and increase in the second half of the fiscal year. This is due to the timing of revenues and expenditures. General Fund revenues are weighted significantly to the second half of the year while expenditures occur at a more constant rate throughout the year. The City had budgeted $2 million in revenue for an Exclusive Negotiating Agreement (ENA) that was canceled and also had a budgeted net loss of $975,275, plus the added $1.1 million appropriation for Engineering Inspection Services. Altogether, the ending net loss is expected to be around $4.5 million and the ending fund balance should be approximately $5.33 million. In the 2018 budget the General Fund ending total fund balance for FY 2022-23 was expected to go negative.

City of Banning Official Website



Powered by OpenGov

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Derek Thesier, Acting Chief of Police**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Receive and File Police Department Statistics for the Month of December 2023**

RECOMMENDATION:

Receive and file Police Department statistics for the month of December 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. STATS DECEMBER.pdf

BANNING POLICE DEPARTMENT
DECEMBER, 2023

CRIME	Dec-23	Dec-22	% CHGE	YTD-23	YTD-22	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	1	1	0%	2	1	100%
Robbery	1	1	0%	2	1	100%
Assaults Agg/Simp	19	12	58%	40	12	233%
Burglary	5	20	-75%	19	20	-5%
Vehicle Theft	8	14	-43%	18	14	29%
Larceny	19	24	-21%	40	24	67%
OTHER						
Narcotics	4	18	-78%	19	18	6%
DUI	5	4	25%	6	4	50%
T/C Non-Injury	22	27	-19%	35	27	30%
T/C Injury	5	6	-17%	6	6	0%
T/C Fatal	0	1	-100%	0	1	-100%
Citations	78	87	-10%	140	87	61%
Total Incidents	2784	2903	-4%	2784	2903	-4%

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:	**February 13, 2024**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of December 2023 and Annual Report for 2023**

RECOMMENDATION:

Receive and File Fire Department statistics for the month of December 2023 and the Annual Report for 2023.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

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

ATTACHMENTS:

1. Banning December Fire 2023 Report.pdf
2. Banning Year Report 2023 Fire Report.pdf

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics

Shawn C. Newman

Fire Chief

1/14/2020

Report Provided By: Riverside County Fire Department

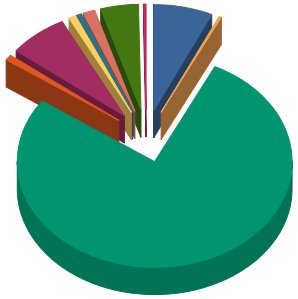
Communications and Technology Division

GIS Section

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

Response Activity

Incidents Reported for the month of December,2019 and City of Banning And Both (Code 2, Alpha, Omega, Code 3, Charlie, Delta, Bravo, Echo)



False Alarm	31	7.0%
Haz Mat	1	0.2%
Medical	343	77.6%
Other Fire	3	0.7%
Public Service Assist	31	7.0%
Res Fire	3	0.7%
Ringing Alarm	3	0.7%
Standby	6	1.4%
Traffic Collision	20	4.5%
Vehicle Fire	1	0.2%
Total:	442	100.0%

False Alarm	**31**
Haz Mat	**1**
Medical	**343**
Other Fire	**3**
Public Service Assist	**31**
Res Fire	**3**
Ringing Alarm	**3**
Standby	**6**
Traffic Collision	**20**
Vehicle Fire	**1**
Incident Total:	**442**

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
257	136	18	1	4.9	58.1%

***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	Haz Mat	Medical	Other Fire	Public Service	Res Fire	Ringing Alarm	Standby	Traffic Collisio	Vehicle Fire	Total
Battalion 3	Station 20 Beaumont	City of Banning	16	0	198	1	20	0	1	2	10	1	249
		Station Total	16	0	198	1	20	0	1	2	10	1	249
	Station 24 Cabazon	City of Banning	0	0	1	0	0	0	0	0	3	0	4
		Station Total	0	0	1	0	0	0	0	0	3	0	4
	Station 89 Banning	City of Banning	15	1	144	2	11	3	2	4	7	0	189
		Station Total	15	1	144	2	11	3	2	4	7	0	189
	Battalion Total		31	1	343	3	31	3	3	6	20	1	442
Grand Total			31	1	343	3	31	3	3	6	20	1	442

*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	Haz Mat	Medical	Other Fire	Public Service	Res Fire	Ringing Alarm	Standby	Traffic Collisio	Vehicle Fire	Total
City of Banning	31	1	343	3	31	3	3	6	20	1	442
Grand Total	**31**	**1**	**343**	**3**	**31**	**3**	**3**	**6**	**20**	**1**	**442**

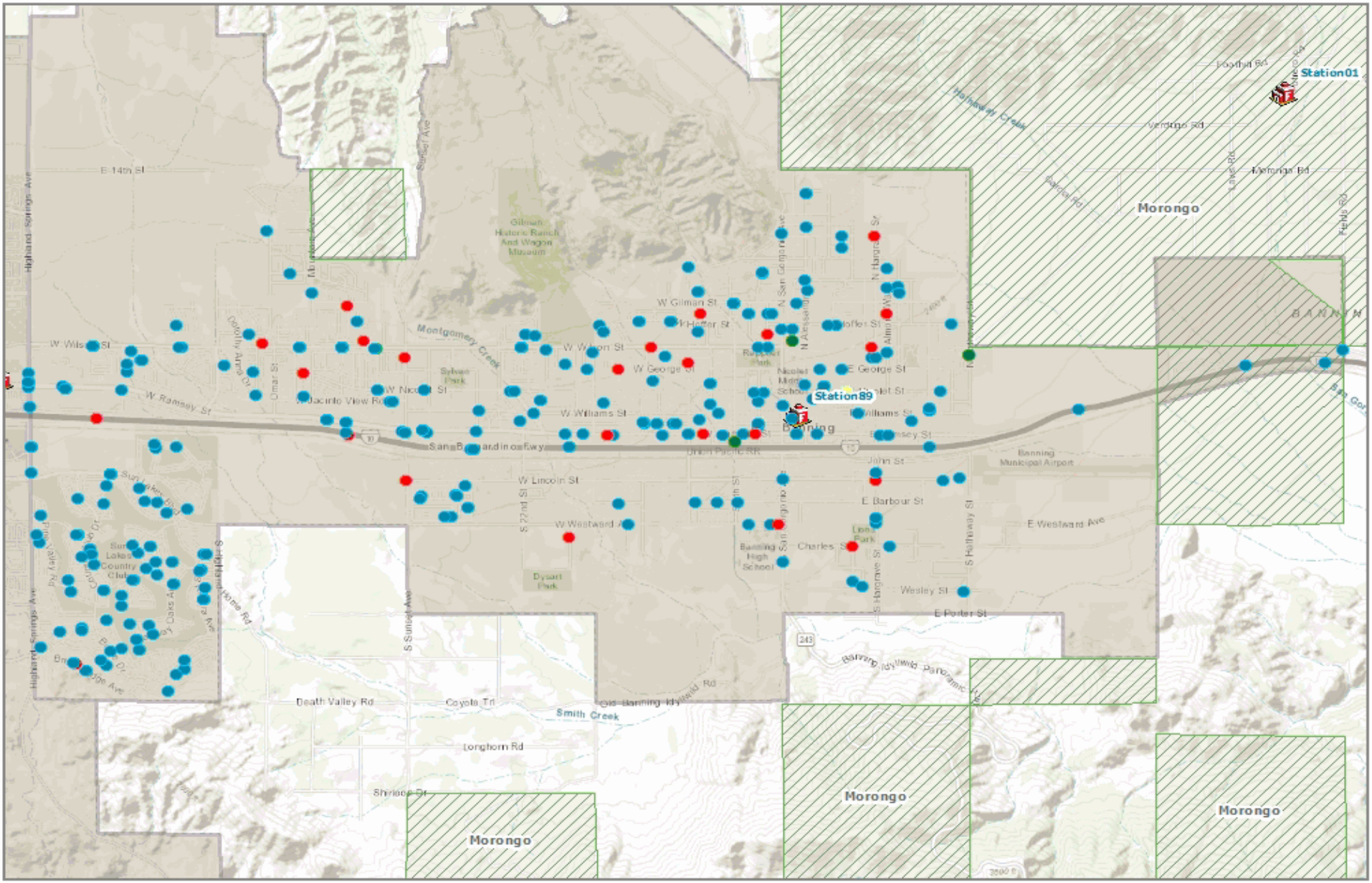
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 5 JEFF HEWITT	Grand Total
False Alarm	31	31
Haz Mat	1	1
Medical	343	343
Other Fire	3	3
Public Service Assist	31	31
Res Fire	3	3
Ringing Alarm	3	3
Standby	6	6
Traffic Collision	20	20
Vehicle Fire	1	1
Total	442	442

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

MONTH = 12 and YEAR = 2019 and CITYNAME = 'Banning'



Legend

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

N

Riverside County Fire GIS

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

CAL FIRE/Riverside County Fire Department

Emergency Incident Statistics



Bill Weiser

Fire Chief

1/24/2024

Report Provided By: Riverside County Fire Department

Communications and Technology Division

GIS Section

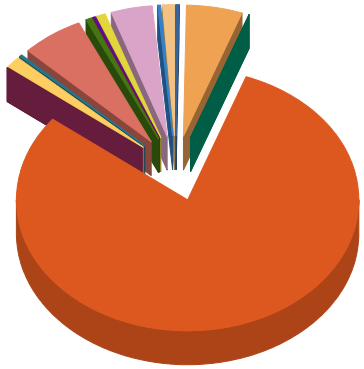
Please refer to Map and Incident by Battalion, Station, Jurisdiction

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

*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.

Response Activity

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



Com Fire	9	0.2%
False Alarm	283	5.4%
Haz Mat	5	0.1%
Medical	4,196	79.8%
Multi-Fam Dwelling Fire	1	0.0%
Other Fire	72	1.4%
Other Misc	22	0.4%
Public Service Assist	305	5.8%
Res Fire	22	0.4%
Rescue	7	0.1%
Ringing Alarm	10	0.2%
Standby	50	1.0%
Traffic Collision	203	3.9%
Vehicle Fire	14	0.3%
Wildland Fire	58	1.1%
Total:	5,257	100.0%

Com Fire	**9**
False Alarm	**283**
Haz Mat	**5**
Medical	**4,196**
Multi-Fam Dwelling Fire	**1**
Other Fire	**72**
Other Misc	**22**
Public Service Assist	**305**
Res Fire	**22**
Rescue	**7**
Ringing Alarm	**10**
Standby	**50**
Traffic Collision	**203**
Vehicle Fire	**14**
Wildland Fire	**58**
Incident Total:	**5,257**

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
3,165	1,638	391	27	5.1	60.2%

***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

			Com Fire	False Alarm	Haz Mat	Medical	Multi-Fam Dwelling Fire	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
Battalion 0	Station 278	City of Banning	0	1	0	5	0	0	0	0	0	0	0	0	0	0	0	6
		Total	0	1	0	5	0	0	0	0	0	0	0	0	0	0	0	6
	Total		0	1	0	5	0	0	0	0	0	0	0	0	0	0	0	6
Battalion 3	Station 20	City of Banning	1	109	2	2,437	1	23	8	207	2	2	6	18	81	6	18	2,921
		Total	1	109	2	2,437	1	23	8	207	2	2	6	18	81	6	18	2,921
	Station 24	City of Banning	0	1	1	11	0	0	1	0	0	0	0	0	11	1	1	27
		Total	0	1	1	11	0	0	1	0	0	0	0	0	11	1	1	27
	Station 89	City of Banning	8	172	2	1,743	0	49	13	98	20	5	4	32	111	7	39	2,303
		Total	8	172	2	1,743	0	49	13	98	20	5	4	32	111	7	39	2,303
	Total		9	282	5	4,191	1	72	22	305	22	7	10	50	203	14	58	5,251

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

Incidents by Jurisdiction

	Com Fire	False Alarm	Haz Mat	Medical	Multi-Fam Dwelling	Other Fire	Other Misc	Public Service Assist	Res Fire	Rescue	Ringing Alarm	Standby	Traffic Collision	Vehicle Fire	Wildland Fire	Total
City of Banning	9	283	5	4,196	1	72	22	305	22	7	10	50	203	14	58	5,257
Grand Total	9	283	5	4,196	1	72	22	305	22	7	10	50	203	14	58	5,257

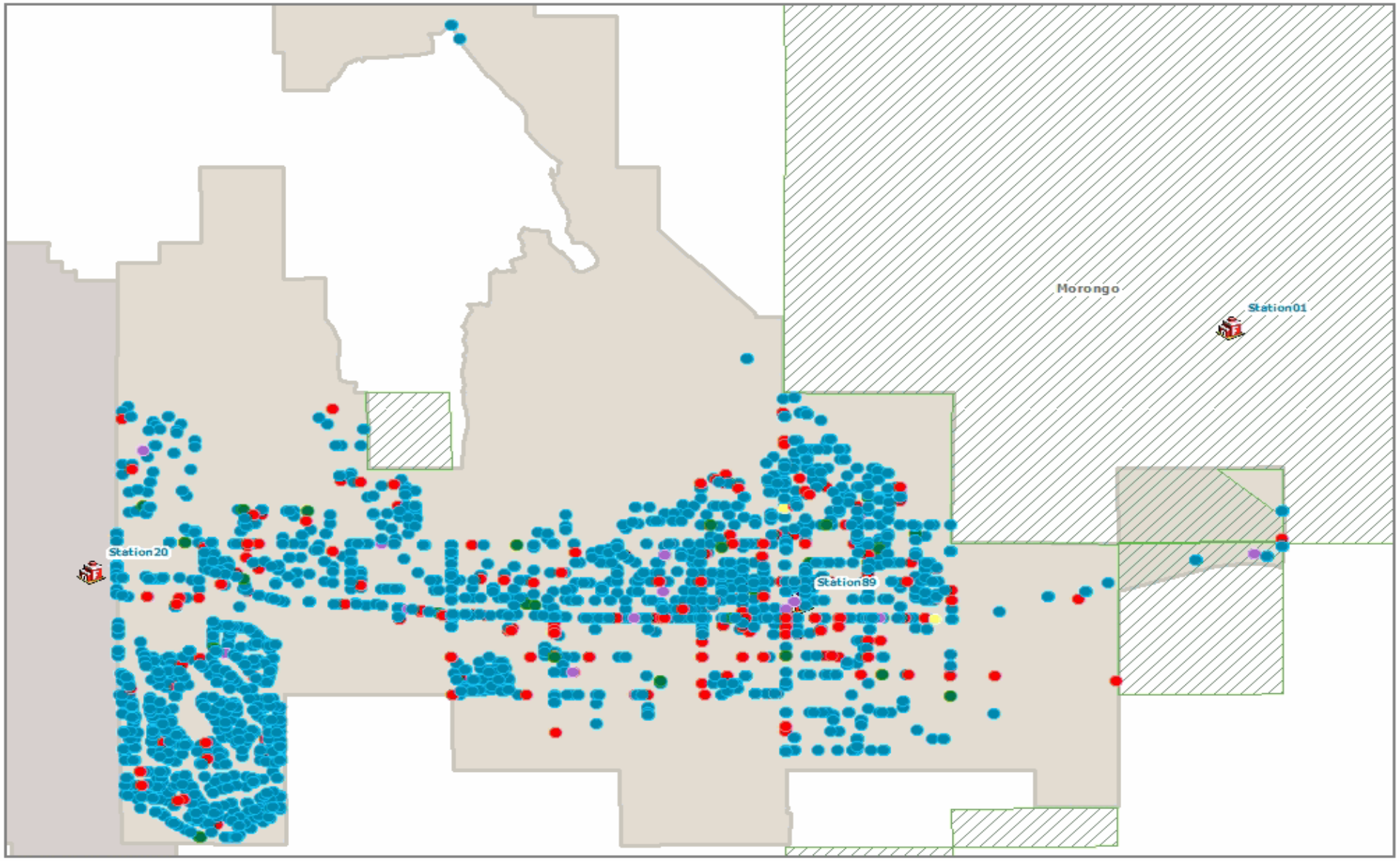
*Incidents are shown based on the primary response area for the incident location. This does not represent total response times for all units only the first unit in.

Incidents by Supervisorial District - Summary

	DISTRICT 5 YXSTIAN GUTIERREZ	Grand Total
Com Fire	9	9
False Alarm	283	283
Haz Mat	5	5
Medical	4,196	4,196
Multi-Fam Dwelling Fir	1	1
Other Fire	72	72
Other Misc	22	22
Public Service Assist	305	305
Res Fire	22	22
Rescue	7	7
Ringing Alarm	10	10
Standby	50	50
Traffic Collision	203	203
Vehicle Fire	14	14
Wildland Fire	58	58

*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.

YEAR = 2023 and CITYNAME = 'Banning'



Legend

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

N

Riverside County Fire GIS

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**February 13, 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 to the City Council would result in the City being out of compliance with Purchasing Policy B-30,3-105(5).

ATTACHMENTS:

1. December 2023 CM Authorized Contracts and Inventory.pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF DECEMBER 2023					
City Manager Approval Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Department/ Division**	**Comments**
12/21/2023	Ultra Engineering	Potholing Services	$ 51,840.00	Public Works	
12/27/2023	Blais & Associates	Grant Writing Services for Outdoor Equity Grant	$ 12,852.00	Parks & Rec	
12/27/2023	Statewide Towing & Recovery	Amendment 1 CSA for Towing and Storage Services	$ -	Public Works - Fleet	Time Extension Only
12/27/2023	Clark's Towing	Amendment 1 CSA for Towing and Storage Services	$ -	Public Works - Fleet	Time Extension Only
12/28/2023	All American Towing	Amendment 1 CSA for Towing and Storage Services	$ -	Public Works - Fleet	Time Extension Only
12/29/2023	TransTax Advisors, LLC	Transportation Tax Credits	$ 5,000.00	Public Works - Engineering	

Change Orders Approved Within City Manager Signature Authority					
FOR MONTH OF DECEMBER 2023					
Date	**Vendor Name**	**Description of Item/Service**	**Contact Award Total**	**Change Order**	**Comments**
12/21/2023	STC Traffic	Design of Rectangular Rapid Flashing Beacons	$ 64,780.00	$ -	Time Extension Only

INVENTORY PURCHASES OVER $25K				
DECEMBER 2023				
Date	Vendor Name	Description of Item/Service	Contact Award Total	Department
NO REPORT				

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**

MEETING DATE: **February 13, 2024**

SUBJECT: **Receive and File Code Enforcement Update and Statistics for the Month of December 2023**

RECOMMENDATION:

Receive and File Code Enforcement Update and Statistics for the Month of December, 2023.

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 900 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.

	MONTH	YEAR-TO-DATE (YTD)
Cases Investigated	41	991
Cases Closed	38	281
All Open Cases	41	156
Citations Paid	$0	$0
Notices to Abate	1	12
Red Tagged Properties	0	17
Apply or Release Lien/Pendency	1	3

Civic Plus Inquiries	0	6
Public Records Request	0	12

JUSTIFICATION:

- The Code Enforcement Division is fully staffed with two Code Officers and one Code Supervisor. The current open case load, in combination with additional responsibilities such as: (1) Ramsey Street Beautification; (2) Enforcement of Unpermitted Mobile Food Vendors (3) Shopping Cart Retrieval; (4) Maintenance of Abandoned Buildings; and (5) Initiation of Litigation Proceedings for chronically non-compliant public nuisances and unsafe structures.
- Three Code Enforcement Officers completed a weeklong continuing education training in Monterey, CA in November to keep their California Association of Code Enforcement Officers (CACEO) certifications current and active.
- Two Code Enforcement Officers completed a “pepper-spray” certification
- The abandoned structures, located at 775 E. Lincoln St. were demolished
- Receivership lawsuits are being drafted for six (6) additional non-compliant properties that pose serious threats to the public health, safety, and welfare.

FISCAL IMPACT:

Preparation of this report did not incur any additional costs.

ALTERNATIVES:

None

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Parks and Recreation Report of Monthly activities through the 2nd quarter of Fiscal Year 2023/2024 – December 2023**

RECOMMENDATION:

That the City Council receive and file the monthly activities report for December 2023.

BACKGROUND:

To better track the participation levels of parks and recreation program offerings and the facilities usage for parks and recreation programs and services, staff developed a monthly report that is used to compile and present our numbers, help tell our story and allow for easy year over year comparison.

The ten-page report includes parks staff activities, park and facility usage, sports and classes participation, Senior activities, Banning Connect passes sold and ridership numbers, aquatics programming, special events and the Outdoor Equity Program Grant programming. The report is aligned with the fiscal year, July through June of each year and compiled each month.

Staff brings the report to the Council after each quarter of the Fiscal Year.
Attached in this item, is the December 2023 report that contains participation information through the end of the 2nd quarter of FY 2023-24.

The 2nd quarter report continues to show overall growth in our programming. Overall, our regular ongoing classes continue to be at capacity or nearing capacity. Examples of these programs are instructor classes such as Karate, Kung Fu, Zumba, Yoga, etc. The Senior Center continues to provide warm meals, programs and needed resources and services to Banning's Seniors. The seasonal events and Happiness Campaign continue to provide immense joy and needed socialization. December was full of events that were hosted or co-hosted by the Parks and Recreation Department, and it was a very successful Christmas season. Some of the events included were the Breakfast with Santa and Santa Shoppe, the Christmas at the Ranch event and our annual Christmas Pajama Party.

One continuing negative trend for the Fiscal year is the increased graffiti incidents in our parks. Parks staff has been tasked with cleaning the graffiti as soon as feasible to minimize the negative aesthetic and to not allow for the normalization of the graffiti in our parks. However, this continues to strain the staff's ability to perform ongoing parks maintenance as they are dealing with these incidents.

JUSTIFICATION:

The tracking of the monthly participation and usage numbers aids the department in evaluating the use of program space, the success of community outreach and communities wishes for Parks and

Recreation Facilities and Programming.

FISCAL IMPACT:
There is no fiscal impact associated with this item.

ALTERNATIVES:
Receive and file.

ATTACHMENTS:
1. Dec 2023.pdf

PARK and REC Stats

December 2023

*Fiscal Year *
23-24



Happy December! We had such a beautiful and fun month full of holiday celebrations. Enjoy each page that delves into the good times.



Parks Maintenance	P1
Parks Usage	P2
Facility Usage	P3
Sports/Volunteers	P4
Senior Center	P5
Classes / Programs	P6
Transit	P7
Aquatics	P8
Special Events	P9
OEP	P10





Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2022-2023	20023-2024	2022-2023	2023-2024
# of trees PLANTED	0	0	0	0
# of trees REMOVED	1	0	3	0
# of trees TRIMMED	3	2	10	37
Service requests completed by Parks	3	6	31	49
Vandalism incidents repaired	14	7	78	54
Graffiti incidents repaired	8	28	109	153

The Monthly Reports are based on a fiscal year
July 1, 2023- June 30, 2024

Park Usage

We are looking forward to Little League getting back at it this spring with great baseball and softball!





Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Lion's Park	0	0	0	1
Repplier Park	1	0	9	10
Roosevelt Williams Small	0	0	0	2
Roosevelt Williams Large	1	0	7	11
Sylvan Park	1	0	22	33
TOTAL	3	0	38	57

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Dysart Park	1	0	35	34
Lion's Park	12	11	72	113
Repplier Park	18	14	174	123
Richard Sanchez	2	0	2	0
Roosevelt Williams	1	0	1	0
Sylvan Park	1	0	23	30
East Ramsey Lot	0	0	1	1
Carpenter Hamilton Park	1	1	2	1
TOTAL	36	26	310	302

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park









We love being apart of the 2nd annual Winter Wonderland Health and Safety Fair at our community center. It is always beautiful to give back to our community.

Community Center # of uses	Monthly 2022-2023	Monthly 2023-2024	Year-to-Date 2022-2023	Year-to-Date 2023-2024
Small Meeting Room	10	12	92	98
Large Dance Room	17	17	113	91
Gymnasium	64	59	508	431
Kitchen	2	2	4	7
Parking Lot	4	3	32	18
TOTAL	97	57	749	645

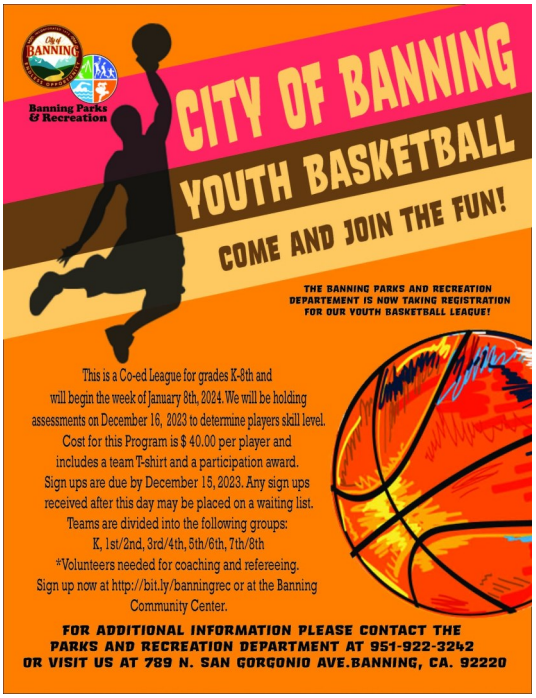
Senior Center # of uses	Monthly 2022-2023	Monthly 2023-2024	Year-to-Date 2022-2023	Year-to-Date 2023-2024
Nutrition Site	18	21	171	146
Multi-purpose Room	21	27	161	191
TOTAL	39	48	332	337

Playhouse Bowl # of uses	Monthly 2022-2023	Monthly 2023-2024	Year-to-Date 2022-2023	Year-to-Date 2023-2024
Meeting Room	7	6	67	74
Amphitheater	0	0	8	14
TOTAL	7	6	75	88

Roosevelt Williams and Armory # of uses	Monthly 2022-2023	Monthly 2023-2024	Year-to-Date 2022-2023	Year-to-Date 2023-2024
Roosevelt Will. Meeting Room	0	0	4	11
Armory	0	5	1	50
TOTAL	0	5	5	61

n/a - Figures not available

December 2023





We are gearing up for our youth basketball season this winter. This is a big draw for our community and the amount of participation is always so wonderful to see. We have been able to fill up both Nicolet gym and our gym full of proud basketball loving families each year.



Youth Sports	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024	# of Teams Year-to-Date 2023-2024	Facility Visits Year To Date 2023-2024
Youth Basketball	0	0	0	0
Youth Flag Football	0	100	9	928
Youth Soccer	0	66	0	198
Smart Start	0	30	0	150
TOTAL	0	196	9	1276
Adult Sports	**# of Participants Monthly 2023-2024**	**# of Participants Year to Date 2023-2024**	**# of Teams Year-to-Date 2023-2024**	**Facility Visits Year To Date 2023-2024**
Adult Softball	NO	NO	NO	NO
Adult Basketball	NO	NO	NO	NO
TOTAL	0	0	0	0

Volunteers	# of Volunteers Monthly 2023-2024	Hours volunteered Monthly 2023-2024	# of Volunteers Year to Date 2023-2024	Hours volunteered Year To Date 2023-2024
Coaches	0	0	9	126
Events	16	96	41	256
Senior Center	21	197.5	83	1078
TOTAL	37	293.5	133	1460

n/a - Figures not applicable min - Minimum participation not met NO - Not offered



December 2023

This December, we had so many fun holiday activities that were done with the seniors. One of them is a gift giveaway from the local Morongo Moravian Church. The seniors are always so grateful to have such a program that considers a gift for them year after year. The continually make it special by bringing the Christmas cheer with them during the giveaway day.















Classes/Programs	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024
Games & Puzzles	42	255
Bingo & Loteria	101	676
Health & Wellness Classes	95	887
Crafts & Activities	30	434
Pool Table	31	176
Education Classes	62	295
Movies	62	248
Events	67	558
Sponsored Social Programs	68	463
Presentations	0	294
TOTAL	558	4297

Services	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024
Fill the Cupboard	52	148
Computer Lab	57	393
Daily Meals	475	3541
Paralegal	0	8
Phone / Walk-in Referrals	184	1209
Morning Greeters	70	476
Food Vouchers / Salvation Army/Other Services	1	34
Happiness Campaign	68	292
Boutique	98	750
Cool/Warm Center	0	63
Morongo Moravian Gifts	60	60
Total	1065	6973

December 2023



The Lego-Neers STEM and Social club encourages kids to actively learn through play each time they meet. They have covered everything from different states of matter to the physics of balance!

Classes/Programs	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024	Facility Visits Year To Date 2023-2024
Adult Programs/Classes	115	1030	1143
Youth Programs/Classes	67	519	2859
Special Needs Programs/Classes	0	44	44
Day Camp	0	240	1280
Open Gym Basketball	14	184	184
Open Gym Pickleball	24	578	578
Open Gym Volleyball	NO	NO	NO
TOTAL	220	2595	6088



n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Transit Passes

We have come to know and bond with our bus riders either through phone call, from when they check in on the schedule, or in person, when they come to purchase their pass. We are grateful to be of service to them and to notify them that bus rides are currently free for all Banning residents.



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2023-2024	2023-2024
Day Pass	n/a	n/a
Disabled Bus Pass	0	0
General Bus Pass	0	1
Senior Bus Pass	0	0
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	0	10
Senior Disabled Ticket Book	0	2
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	0	13

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2023-2024	2023-2024
Senior/Disabled Passengers	3356	21730
General Passengers	2989	15002
Non-Resident Passengers	1378	4860
Cabazon Zone Passengers	324	2024
Youth Passengers	87	353
Student Passengers	85	3945
Veteran Passengers	254	1013
Dial-A-Ride Passengers	344	2240
TOTAL	7817	50694





n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Aquatics

December	Monthly 2023-2024	Monthly Visits 2023-2024	Yearly Visits 2023-2024
Child Admission	0	0	3294
Adult Admission	0	0	1833
Senior Admission	0	0	354
Lap Swim Adult	0	0	17
Lap Swim Senior	0	0	106
Adult Swim Lessons	0	0	0
Children's Lessons	0	0	3408
Senior Water Exercise	0	0	6
Aqua Zumba	0	0	222
Pool Rentals:	0	0	1620
Aquatic Center Lobby Rentals:	N/A	N/A	N/A
Dive-In Movie Admission	0	0	360
Cabana Rentals	0	0	175
TOTAL	0	0	11395

We had a wonderful summer and are grateful for all the fun we had. See you next year!







n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Special Events

What another wonderful and successful Santa Shoppe and Breakfast with Santa this year! We had so many happy faces ready for the start of their holiday fun and shopping.

Special Events	Year-to-Date	
# Participants/Attendees	2023-2024 Monthly	2023-2024
July 4th Celebration	0	2000
Evening Concert Series	0	8650
Pop-Up in the Park	0	0
Stagecoach Days Kid Zone	0	1000
Halloween Trunk or Treat	0	1500
Hispanic Heritage	0	550
Beary Party	0	0
Santa Shoppe & Pancake Breakfast	270	270
Christmas Movie Party	15	15
Christmas at the Ranch	0	0
Paint or Lego Party	0	21
Total:	285	14006







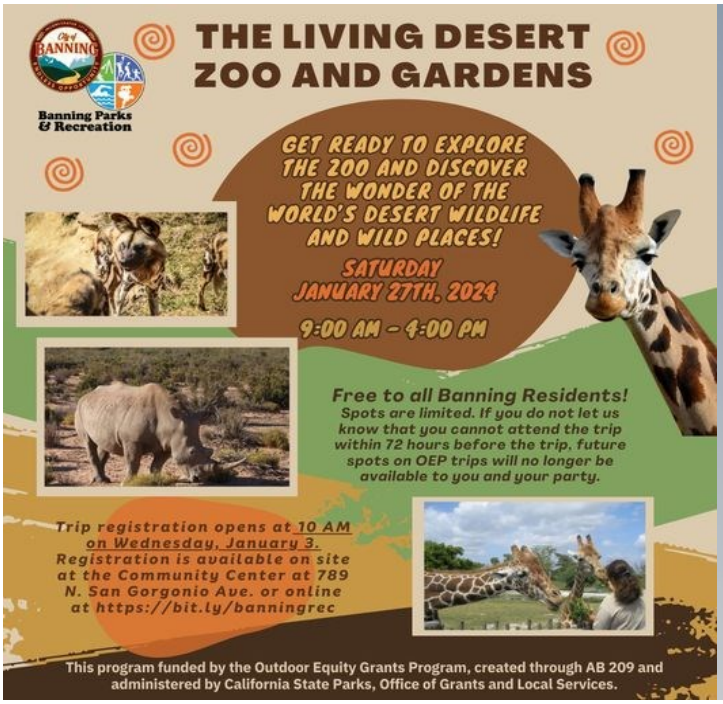
n/a - Figures not applicable min - Minimum participation not met NO - Not offered

The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching experiences through awesome trips like these trips coming up in the new year! We truly enjoying bringing fun experiences like this to the community.



December	Monthly Events/ Activities 2023-2024	Monthly Participants 2023-2024	Yearly Participants 2023-2024
Community Clean Ups	0	0	0
Events	0	0	40
Programs	0	0	30
Trips	0	0	168
TOTALS	0	0	238

This program funded by the Outdoor Equity Grants Program, created through AB 209 and administered by California State Parks, Office of Grants and Local Services.





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:	**February 13, 2024**
SUBJECT:	**Consideration of Amendment No. 1 to the Purchase Order with Couts Heating and Cooling, Inc. of Corona, California for As-Needed HVAC services for City of Banning facilities in the amount of $15,000 for a total purchase order of $40,000**

RECOMMENDATION:

Staff recommends that the City Council:

1. Approve Amendment No. 1 to the purchase order with Couts Heating and Cooling of Corona, Inc. of Corona, California for as-needed HVAC services for City of Banning facilities in the amount of $15,000 for a total purchase order of $40,000.
2. Authorizes the City Manager or designee to make necessary budget adjustments, appropriations, and transfers related to Amendment No. 1 to the purchase order with Couts Heating and Cooling, Inc. for as-needed HVAC services.
3. Authorizes the City Manager to execute Amendment No. 1 to the purchase order.

BACKGROUND:

The City of Banning has utilized the services of Couts Heating and Cooling ("Couts") for on-call and as-needed HVAC services for City owned facilities. The existing purchase order for $25,000 was executed on July 1, 2023 for the 2023/2024 fiscal year and expires on June 30, 2024. The purchase order limits any single item not-to-exceed $5,000.

JUSTIFICATION:

The fiscal year's purchase order with Couts in the amount of $25,000 has nearly been exhausted. Amendment No. 1 will amend the purchase order by adding an additional $15,000 to it, which staff feels is sufficient to cover work orders for the remainder of the fiscal year.

FISCAL IMPACT:

There is sufficient budget in the approved Building Maintenance budget (Fund 704), for fiscal year 2023/2024, to fund Amendment No. 1 to the Couts purchase order.

ALTERNATIVES:

Do not approve Amendment No. 1, which would delay necessary repairs to heating and air conditioning systems at City facilities.

ATTACHMENTS:

1. Att 1. PO 032374 COUTS HEATING & COOLING, INC.pdf

City of Banning
Purchasing Division
P: (951) 922-3129
purchasing@banningca.gov

BLANKET ORDER

PURCHASE ORDER NO. 032374
Type: B

PRINT DATE: 8/9/2023

VENDOR #: 5345
VENDOR NAME: COUTS HEATING & COOLING, INC
VENDOR ADDRESS: 801 E PARKRIDGE AVE

VENDOR PHONE: (951)278-5560
VENDOR FAX: (951)278-0650

SHIP TO: BUILDING MAINTENANCE
176 E LINCOLN ST
PO BOX 998
BANNING, CA 92220

Our P.O. # MUST Appear on ALL Invoices, Packages and Correspondence

DELIVER BY	REQUISITION #	REQUISITION DATE	CONFIRMED BY
08/08/2023		07/01/2023	MARK OLIVARRIA
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			BARBARA MASON

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

BUILDING MAINT AS NEEDED HVAC SVCS
Effective date: 07/01/2023
Expiration date: 06/30/2024
Not to exceed: 25,000.00

THIS PURCHASE ORDER IS A NON-EXCLUSIVE,
INDEFINITE
AND MAY BE INCREASED OR DECREASED AT ANY
TIME AT
THE DISCRETION OF THE CITY.
NO SINGLE ORDER EXCEEDING $5,000.00
SHALL BE
PLACED AGAINST THIS BLANKET ORDER.
ORDERS
EXCEEDING $5,000.00 SHALL BE
COMPETITIVELY BID.

TOTAL PURCHASE AMOUNT **$0.00**

Send Original Invoice to:
FINANCE DEPARTMENT
99 E RAMSEY ST
PO BOX 998
BANNING, CA 92220

AUTHORIZED SIGNATURE _____
VENDOR ACKNOWLEDGEMENT _____
RECEIVED BY _____
APPROVED FOR PAYMENT BY _____

City of Banning
Purchasing Division
P: (951) 922-3129
purchasing@banningca.gov

BLANKET ORDER

PURCHASE ORDER NO. 032374
Type: B

PRINT DATE: 8/9/2023

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08/08/2023		07/01/2023	MARK OLIVARRIA
FOB	**ACCOUNT NUMBER**		**AUTHORIZED BY**
			BARBARA MASON

ITEM #	QUANTITY/ UNIT	DESCRIPTION ARTICLE OR SERVICE	UNIT COST	EXTENDED COST

CITY OF BANNING
PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order including all attachments, constitutes the entire agreement between the vendor and the City of Banning (City) covering the goods and/or services described herein (the "goods") except as otherwise noted on the front. Failure to decline to perform in writing constitutes agreement to the terms of the Purchase Order.

I. **DEFINITIONS:** The term " City" means the City of Banning, California, "Purchasing Manager" means authorized personnel from the Purchasing Division, and "Vendor" or "Contractor" means person, firm or corporation providing the goods and/or services to the City. "Goods" means the products, goods, commodities or services purchased pursuant to the Purchase Order. The word "Purchase Order" means the Purchase Order or Blanket Purchase Order, including all attachments such as specifications, or contract agreements issued to the vendor by the City. In the event of a conflict between a signed contract agreement with the City, and these terms and conditions, the signed contract agreement takes precedence.

2. **PRICE:** This Purchase Order shall not be filled at prices higher than specified herein. If the delivery of the commodity or service cannot be made exactly as specified and at the time and price shown, notify the City Purchasing Division immediately at the address located on the Purchase Order.

3. **CHANGES:** This Purchase Order may, at any time, be changed with regard to the material or services to be furnished, or other matters affecting a valid order. However, in order to be effective, any such change or amendment must be in writing. In the event that any such change or amendment causes an increase or decrease in the cost of performance hereunder, an equitable adjustment shall be made to reflect the increase or decrease in the cost thereof. Any such adjustment shall be subject to a written Change Order approved by the Purchasing Manager. No substitution of Goods ordered will be made unless authorized by the Purchasing Manager.

4. **EXCISE TAX:** If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price of the article. The City of Banning, as a governmental agency, is exempt from the payment of said tax and will issue an exemption certificate upon request.

5. **SALES AND USE TAXES:** Sales tax must be shown on the invoice as a separate item. On out-of-state purchases, the vendor must show his Use Tax Permit Number issued by the California State Board of Equalization, which has authorized him to charge and collect California sales tax.

6. **FREIGHT CHARGES:** No charges for transportation, containers, packing, etc. will be allowed unless so specified in this Order. Unless otherwise noted, freight is to be shipped F.O.B. Destination. Vendor owns title to goods and is responsible for goods until reaching the City 's designated destination. When freight charges are pre-approved by the City, the seller' s actual freight charges shall be prepaid and added to the invoice. These charges shall be shown as a separate item on the invoice.

7. **DELIVERY DATE:** If this Purchase Order is issued for Services, vendor must have work completed by delivery date. If the Purchase Order is for goods, the goods must be shipped and must arrive at the destination specified by the City in strict compliance with the shipping and quantity schedule set forth on the first page of this Purchase Order. Any failure by the Vendor to meet the required delivery date (set forth on the Purchase Order) will constitute a material default. The Vendor must notify the City immediately if the Vendor reasonably believes that the Vendor will not be able to meet the required delivery date for any reason. In addition, the Vendor must promptly provide the City with a schedule that the Vendor reasonable believes it will be able to meet.

8. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance shall be at the destination specified on the face of the Purchase Order, unless otherwise directed by the City. Until delivery and acceptance, and after any rejections, risk of loss will be on the vendor unless loss results from the negligence of the City of Banning. In the event that the goods or services delivered are defective, or are not in conformity with the Purchase Order, the City shall have the right to either reject said goods or services, or require that they be corrected or otherwise brought into conformity with the terms set forth in the Purchase Order. The City's failure to inspect and either accept or reject the goods or services delivered shall not relieve the supplier/contractor for the responsibility for strict compliance with the terms and specifications of the Purchase Order. Upon the City's notice to supplier/contractor of its rejection of the goods or services provided or the need for the correction thereof. All such defective goods or services shall be removed from City premises and any and all expenses incurred in the removal and/or correction of such defective goods or services shall be borne entirely by the supplier/contractor. It is mandatory for a manufacturer, supplier, or distributor to supply a Material Safety Data Sheet with the first shipment of hazardous material. Also at any time the content of an MSDS is revised, the vendor is required to provide new information relevant to the specific material. The City's Purchase Order Number must be clearly marked on all packages, shipping documents and invoices.

9. **TERMINATION:** City may, upon written notice to vendor and without liability to City, cancel this contract and any outstanding deliveries hereunder, (1) as to products of vendor not then shipped, at any time prior to shipment, or (2) if (A) a receiver or trustee is appointed to take possession of all or substantially all of the vendor's assets; or (B) vendor makes a general assignment for the benefit of creditors; or (C) any action or proceeding is commenced by or against vendor under any insolvency or bankruptcy act, or under any other statute or regulation having as its purpose the protection of creditors; or (D) vendor becomes insolvent or commits an act of bankruptcy. If an event described in (2) of this section occurs, City may at City's sole election pay vendor its actual out-of-pocket costs to date of cancellation, as approved by City, in which event the goods shall be the property of City and vendor shall safely hold the same subject to receipt of City's shipping instructions.

10. **INVOICES AND PAYMENTS:** Two copies of the invoice should be mailed to the City of Banning Finance Department at the address stated on the front of this Purchase Order. Invoices shall contain the Purchase Order Number, description of Goods, unit price, quantity billed and extended totals. Unless otherwise specified, payment will be made on partial deliveries accepted by the City when the amount due on such deliveries so warrants. Payment terms are NET/30 unless otherwise specified. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever is latest.

11. **CONFLICT OF INTEREST:** No officer or employee of the City may have any financial interest, direct or indirect, in this Purchase Agreement. No officer or employee of the City may participate in any decision relating to the Purchase Agreement which effects the officer's or employee's financial interest, or the financial interest of any corporation, partnership or association in which the officer or employee is directly or indirectly interested.

12. **LIABILITY:** The vendor/contractor shall defend, indemnify and hold harmless the City of Banning, its elected officials, officers, directors, employees, agents and volunteers from all claims, losses, damages, costs, expenses and suits, in law or in equity, because of personal injury, property damage or alleged or actual patent infringements, use of any copyrighted or uncopyrighted composition, secret process, article or appliance furnished or used under this order. Further, vendor/contractor warrants that the vendor shall indemnify and save and hold the City of Banning harmless from and against any and all claims and liabilities for injury or death to any person or damage to property arising out of the vendors' performance under this Purchase Order.

13. **LICENSE REQUIREMENTS:** If this Purchase Order covers the performance of labor by vendor on City's premises, the vendor is required to have the appropriate State of California Contractor's License, if applicable. All vendors/contractors who perform work within the city, must have, on file at the City of Banning, a current and valid City business license.

14. **PREVAILING WAGES:** If this Purchase Order is for a public works project, except for public works projects of one thousand dollars ($1,000) or less, contractor must comply with the State of California, Labor Code, Section 1771, with regard to payment of prevailing wages. This section is applicable to contracts for maintenance work.

15. **INSURANCE REQUIREMENTS:** If this Purchase Order covers the performance of labor by vendor on City's premises, the vendor shall provide a certificate of insurance evidencing General Liability Insurance coverage of $2,000,000 per occurrence for bodily injury, personal injury and property damage. Automobile Insurance coverage of $1,000,000 per accident for bodily injury and property damage; and (3) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code of the State of California. Employers Liability limits of$ 1,000,000 per accident for bodily injury or disease. The City of Banning, its elected officials, officers, directors, employees, agents and volunteers must be named as additional insured on the policy.

16. **GOVERNING LAW:** This Purchase Order will be administered and interpreted under the laws of the State of California. Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulation applicable to its performance under this Purchase Order. Any clause required by any law, ordinance, rule or regulation to be included in a contract of the type evidenced by this document shall be deemed to be incorporated herein.

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:	**February 13, 2024**
SUBJECT:	**Accept as Complete Various Public Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration**

RECOMMENDATION:

Staff recommends that City Council accept as complete various public improvements related to the Atwell Specific Plan Development and authorize the 90% exoneration of those bonds covering those public improvements.

BACKGROUND:

On September 8, 2020, City Council adopted Resolution 2020-114 approving Final Tract Maps 37390, 37390-1, 37390-2 and 37390-F (PA 8), releasing the maps for recordation; authorizing staff to sign the subdivision improvement agreements and final tract maps; and accepting various Performance and Labor and Material Bonds for public improvements.

On December 10, 2019, City Council adopted Resolution 2019-154 approving Final Tract Map 37474 (PA 3), releasing the map for recordation; authorizing staff to sign the subdivision improvement agreement and final tract map; and accepting the Performance and Labor and Material Bond for public improvements.

On December 10, 2019, City Council adopted Resolution 2019-152 approving Final Tract Map 37298-2 (PA 1A), releasing the map for recordation; authorizing staff to sign the subdivision improvement agreement and final tract map; and accepting the Performance and Labor and Material Bond for public improvements.

On December 10, 2019, City Council adopted Resolution 2019-151 approving Final Tract Map No. 37298-1, releasing the map for recordation; authorizing staff to sign the subdivision improvement agreement and final tract map; and accepting the Performance and Labor and Material Bond for public improvements.

On June 14, 2022, City Council adopted Resolution 2022-83 authorizing staff to sign the paving, grading and drainage agreement with Tri Pointe Homes for the Foothill West Zone Reservoir Site. And on June 28, 2022, the City Council accepted an easement from Tri Pointe Homes for the Foothill West Zone Reservoir Site within Tract 35967 (PA 50A) for the construction of a potable water reservoir.

As conditions of approval for the Atwell Specific Plan development, Tri Pointe Homes was required to sign subdivision improvement agreements and to submit bonds to assure the City that the required public improvements are constructed according to City standards and specifications.

These public improvements included street, water, sewer, storm drain and monumentation associated with Tracts 37390, 37390-1, 37390-2 and 37390-F (PA 8); Tract 37474 (PA 3); Tract 37298-2 (PA 1A); Tract 37298-1; and Tract 35967 (PA 50A) of the Atwell Specific Plan Development.

JUSTIFICATION:

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

Bond #	Bond Amount	Improvements
CMS0339962	$781,298.50	PA 8 Sewer
CMS0339963	$1,234,334.10	PA 8 Street
CMS0339964	$603,508.50	PA 8 Water
CMS0339965	$46,172.50	PA 8 Monumentation
CMS0339966	$242,581.00	PA 8 Backbone Potable Water
CMS0339967	$43,941.50	PA 8 Backbone Non-potable Water
CMS0339968	$548,076.78	PA 8 Backbone Street
CMS331809	$543,973.00	PA 3 Water
CMS331810	$113,574.00	PA 3 Storm Drain
CMS331811	$502,670.75	PA 3 Sewer
CMS331816	$404,248.00	PA 1A Water
CMS331817	$63,123.50	PA 1A Storm Drain
CMS331818	$838,334.48	PA 1A Street
CMS331819	$443,785.00	PA 1A Sewer
CMS331797	$129,122.00	Tr. 37298-1 Atwell Drive Water
CMS331780	$97,324.50	Tr. 37298-1 Creekside Avenue Sewer
CMS331782	$207,506.00	Tr. 37298-1 Creekside Avenue Water
CMS331790	$811,943.70	Tr. 37298-1 Wilson Sewer
CMS331791	$56,655.75	Tr. 37298-1 Wilson Water
CMS331789	$245,525.00	Tr. 37298-1 Wilson Storm Drain
PB03010408001	$4,475,000.00	Foothill West Zone (FWZ) Reservoir
PB03010408002	$405,215.44	FWZ Site Paving, Grading and Drainage

The remaining 10% of the bond amounts will remain for a period of 12 months (maintenance period) at which point the 10% balance will be released and the improvements will become City owned and maintained improvements.

FISCAL IMPACT:

Not applicable. The cost of the improvements were paid for by Tri Pointe Homes.

ALTERNATIVES:

1. Accept staff recommendation to accept as complete various public improvements related to the Atwell Specific Plan Development and authorize 90% bond exoneration.
2. Do not accept staff's recommendation. Without approval from City Council, 100% of the bond amounts will remain in place, which may be viewed as unreasonable since Tri Pointe Homes has met their requirements for the release of the bonds.

ATTACHMENTS:

1. Atwell PA8 (Tr 37390-F) SIA and Bonds.pdf
2. Atwell Phase 1B BB (Tr 37390 -1 -2 -F) SIA and Bonds.pdf
3. Atwell PA 3 (Tr 37474) SIA and Bonds.pdf
4. Atwell - PA 1A (Tr 37298-2) SIA and Bonds.pdf

5. Atwell FWZ SIA and Bonds.pdf
6. Tr 37390 Storm Drain Imp Plan.pdf
7. Tr 37390-1 Sewer Imp Plan.pdf
8. Tr 37390-1 STREET and WATER ON-SITE Imp Plans.pdf
9. Tr 37390-2 SEWER Imp Plan.pdf
10. Tr 37390-2 STREET Imp Plan.pdf
11. Tr 37390-2 WATER Imp Plan.pdf
12. Tr 37390-F Sewer Street and Water Imp Plans.pdf
13. Tr 37474 SEWER Imp Plan (rev2).pdf
14. Tr 37474 STREET Imp Plan (rev2).pdf
15. Tr 37474 WATER Imp Plan (rev2).pdf
16. Tr 37298-1 Wilson Creekside Atwell Sewer and Water Imp Plan.pdf
17. FWZ-RES Mechanical Imp Plan.pdf
18. FWZ-RES Site Paving Grading and Drainage Plan.pdf
19. Attachment 1e - Tr 37298-1 Wilson SD Imp Bond.pdf
20. Attachment 1e - Tr 37298-1 Wilson Sewer Imp Bond.pdf
21. Attachment 1e - Tr 37298-1 Wilson Water Imp Bond.pdf
22. Attachment 1e - Tract 37298-1 SIA.pdf
23. Attachment 2b - Tr 37390-1 Sewer Imp Plan.pdf
24. Attachment 2b - Tr 37390-1 Street Imp Plan.pdf
25. Attachment 1e - Tr 37298-1 Atwell Drive Water Bond.pdf
26. Attachment 1e - Tr 37298-1 Creekside Ave Sewer and Water Bonds.pdf
27. Attachment 2b - Tr 37390-1 Water Imp Plan.pdf

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 37390-F ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL - 37390-F
NAME AND ADDRESS OF SUBDIVIDER(S):	PARDEE HOMES 1250 CORONA POINTE CT, #600 CORONA, CA 92881
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:	Sewer Improvement Plans -Approved 7/19/2020 Street Improvement Plans -Approved 7/19/2020 Water Improvement Plans -Approved 7/19/2020 Monumentation Plans -Approved 8/19/2020	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 2,619,141.10
	GRADING	$_____
	MONUMENTATION	$ 46,172.50
	TOTAL:	$ 2,665,313.60
FORM OF IMPROVEMENT SECURITY:	[ ] AAA Corporate surety bonds [ ] Deposit of money	
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	RLI Insurance Company (Name of Corporate Entity) 9025N. Lindbergh Dr. (Street Address) Peoria, IL 61615 (City) (State) (Zip)	

SURETY BOND NUMBERS (if applicable):

- PA 8 Monumentation Bond #CMS0339965
- PA 8 Sewer Improvements Bond#CMS0339962
- PA 8 Street Improvements Bond#CMS0339963
- PA 8 Water Improvements Bond#CMS0339964

EFFECTIVE DATE OF AGREEMENT: _____ (to be inserted by City)

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

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2

2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5

4. TIME EXTENSIONS 5

5. IMPROVEMENT SECURITY 6

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY 7

7. INDEMNIFICATION OF CITY BY SUBDIVIDER 9

8. INSURANCE 11

9. OWNERSHIP OF THE IMPROVEMENTS 16

10. PREPARATION AND RECORDATION OF CC&RS 17

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY 17

12. RELATIONSHIP OF THE PARTIES 19

13. ASSIGNMENT 19

14. NOTICES 20

15. ENTIRE AGREEMENT 20

16. SEVERABILITY 20

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS 20

18. GOVERNING LAW 20

19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by

the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement"** and collectively as the "**Improvements"**.

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. <u>INSPECTION OF WORK AND FINAL ACCEPTANCE</u>

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

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall

inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If

the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original

performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

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

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

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

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

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

E. If Subdivider’s obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the

satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

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

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the

Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

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

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

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

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below

as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

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

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

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

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any

vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

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

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

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

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

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of

earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

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

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

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

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement

to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG

20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

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

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

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

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

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

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

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

City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

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

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

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

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

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for

Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

By: _____
Print Name: Michael Taylor
Title: Division President
Date: 8/21/2020

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

[This page for acknowledgments.]

Bond Number: CMS0339962
Premium: $3,125.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 8 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 8 Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Seven Hundred Eighty One Thousand Two hundred Ninety Eight and 50/100 Dollars ($ 781,298.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339962
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 8 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 8 Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Seven Hundred Eighty* Dollars ($781,298.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*One Thousand Two Hundred Ninety Eight and 50/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California

(Type name of Principal)

1250 Corona Pointe Court, Suite 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President Michael C Taylor

(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave 10th Floor

(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public - California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNNG
JUN 3 0 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F Sewer

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Sewer Main	LF	4,008	$ 60.00	$ 240,480.00
10-inch Sewer Main	LF	1,466	$ 70.00	$ 102,620.00
Manhole	Each	34	$ 4,000.00	$ 136,000.00
Adjust Manhole to Grade	Each	34	$ 500.00	$ 17,000.00
4-inch Lateral	LF	4,576	$ 40.00	$ 183,040.00
Sewer Plug	Each	1	$ 250.00	$ 250.00
TOTAL				**$ 679,390.00**
15% Contingency				**$ 101,908.50**
GRAND TOTAL				**$ 781,298.50**
			Faithful Performance (100%)	$ 781,298.50
			Labor & Material (100%)	$ 781,298.50

Bond Number: CMS0339963
Premium: $4,937.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 8 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 8 Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Two Hundred Thirty Four Thousand Three Hundred Thirty Four* Dollars ($1,234,334.10), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.
*and 10/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
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WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills Ca 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

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CERTIFICATE OF ACKNOWLEDGMENT

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County of Orange }

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M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

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(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

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- ☐ Partner(s)
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POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

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Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

CITY OF BANNING

PAYMENT BOND

Atwell PA 8 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 8 Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Million Two Hundred*Dollars ($1,234,334.10), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thirty Four Thousand Three Hundred Thirty Four and 10/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,

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

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

WITNESS my hand and official seal.

M. Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNNG
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F
	Onsite Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
3" Asphalt Concete (144,047 SF)	Ton	2,593	$ 80.00	$ 207,440.00
8" Aggregate Base Class II (144,047 SF)	Ton	6,949	$ 60.00	$ 416,940.00
6-inch Wedge Curb & Gutter	LF	8,238	$ 25.00	$ 205,950.00
6-inch Curb & Gutter	LF	160	$ 25.00	$ 4,000.00
6-inch Curb Only	LF	93	$ 12.00	$ 1,116.00
Concrete Cross Gutter & Spandrels	SF	1,434	$ 4.50	$ 6,453.00
Concrete Sidewalk (4-inch thick)	SF	42,282	$ 3.50	$ 147,987.00
Curb Ramp	Each	4	$ 3,000.00	$ 12,000.00
Adjust Sewer MH to Grade (2nd Adjust.)	Each	21	$ 500.00	$ 10,500.00
Adjust Water Valve to Grade (2nd Adjust.)	Each	22	$ 250.00	$ 5,500.00
LED Solar Street Light	Each	11	$ 4,000.00	$ 44,000.00
Remove 2"x4" Redwood Header	LF	236	$ 2.00	$ 472.00
Remove Barricade	Each	1	$ 500.00	$ 500.00
AC Grind & Overlay	SF	382	$ 3.00	$ 1,146.00
Sign Post	Each	7	$ 150.00	$ 1,050.00
Traffic Sign	Each	8	$ 400.00	$ 3,200.00
Street Name Sign	Each	9	$ 300.00	$ 2,700.00
12" Thermoplastic Traffic Stripe	LF	90	$ 2.00	$ 180.00
Traffic Markings	Each	6	$ 100.00	$ 600.00
Blue-reflective Fire Hydrant Marker	Each	16	$ 100.00	$ 1,600.00
SUBTOTAL				**$ 1,073,334.00**
15% Contingency				**$ 161,000.10**
TOTAL				**$ 1,234,334.10**
			Faithful Performance (100%)	$ 1,234,334.10
			Labor & Material (100%)	$ 1,234,334.10

Bond Number: CMS0339965
Premium: $185.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 8 Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 8 Monumentation; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Forty Six Thousand One Hundred Seventy Two and 50/100 Dollars ($ 46,172.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

M. Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

Bond Number: CMS0339965
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 8 Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 8 Monumentation; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Forty Six Thousand One* Dollars ($46,172.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Hundred Seventy Two and 50/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNNG
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F Monumentation

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MONUMENTATION				
2" Dia. Pipe (Tract Boundary)	Each	1	$ 100.00	$ 100.00
Spike & Washer	Each	250	$ 75.00	$ 18,750.00
1" Dia. Pipe (Lot Corners)	Each	213	$ 100.00	$ 21,300.00
SUBTOTAL				**$ 40,150.00**
15% Contingency				**$ 6,022.50**
TOTAL				**$ 46,172.50**
			Faithful Performance (100%)	$ 46,172.50
			Labor & Material (100%)	$ 46,172.50

Bond Number: CMS0339964
Premium: $2,414.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 8 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 8 Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Three Thousand Five Hundred Eight and 50/100 Dollars ($603,508.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills, Ca 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

M Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

Bond Number: CMS0339964
Premium: Included in performance bond

331

CITY OF BANNING

PAYMENT BOND

Atwell PA 8 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 8 Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Six Hundred Three * Dollars ($603,508.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Five Hundred Eight and 50/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

TGJ1 DIANA KARPOWITZ TGJ1
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills Ca 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public,
(Here insert name and title of the officer)

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

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WITNESS my hand and official seal.

M Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public - California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

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  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNING
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F On-site Water

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	4,259	$ 60.00	$ 255,540.00
8-inch Gate Valve	Each	6	$ 2,000.00	$ 12,000.00
8-inch Fitting	Each	25	$ 250.00	$ 6,250.00
1" Air & Vaccum Release Valve	Each	2	$ 5,000.00	$ 10,000.00
1" Service	Each	130	$ 1,200.00	$ 156,000.00
Residential Fire Hydrant	Each	14	$ 5,000.00	$ 70,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	20	$ 200.00	$ 4,000.00
Remove Blind Flange & Join Main	Each	6	$ 500.00	$ 3,000.00
Cathodic Protection	LS	1	$ 8,000.00	$ 8,000.00
SUBTOTAL				**$ 524,790.00**
15% Contingency				**$ 78,718.50**
TOTAL				**$ 603,508.50**
			Faithful Performance (100%)	$ 603,508.50
			Labor & Material (100%)	$ 603,508.50

pardee HOMES

LETTER OF TRANSMITTAL

To: City of Banning

99 E. Ramsey Street

Banning, CA

Date: August 25, 2020

Project: Atwell

Transmitted as checked below:

- ☐ For your information/use
- ☐ For your action
- ☐ For your file
- ☐ As requested
- ☐ By MDS
- ☐ By Mail
- ☐ By Fax
- ☐ By Federal Express
- ☐ By Courier

QTY	Description: **City of Banning Bonds**
1	Subdivision Improvement Agreement for Tract Map No. 37390, 37390-F, 37390-1 and 37390-2
1	Meadowline Way/Non-Potable Water Improvements Bond #CMS0339961
1	PA 8 Backbone Street Improvements Bond#CMS0339968
1	PA 8 BB Non-Potable Water Improvements Bond#CMS0339967
1	PA 8 BB Potable Water Improvements Bond#CMS0339966
1	Phase 1B Meadowline Way/Street Improvements Bond#CMS0339972
1	Phase 1B Meadowline Way/Potable Water Improvements Bond#CMS0339969
1	Phase 1B Onsite Storm Drain Improvements Bond#CMS0339970
1	Phase 1B Open Space Drainage Improvements Bond#CMS0339971

Comments:

RECEIVED
CITY OF BANNING
AUG 25 2020
PUBLIC WORKS
DEPARTMENT

Copies:

Pardee Homes Inland Empire

By: Michael Heishman

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 37390, 37390-F, 37390-1, 37390-2 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37390, 37390-F, 37390-1, 37390-2
NAME AND ADDRESS OF SUBDIVIDER(S):	PARDEE HOMES 1250 CORONA POINTE CT, #600 CORONA, CA 92881
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:

PA8 Backbone Street Imp. Plans -Approved 7/20/20

PA8 BB Non-Potable Water Imp Plans -Appr. 5/04/20

PA8 BB Potable Water Imp Plans -Appr. 7/19/2020

PH1B Meadowline Way Street Imp. Plans -Approved 2/28/2020

PH1B Meadowline Way Non-Potable Water Imp. Plans -Approved 5/04/2020

PH1B Meadowline Way Potable Water Imp. Plans - Approved 5/04/2020

PH1B Onsite Storm Drain Imp. Plans -Appr. 7/19/2020

PH1B Onsite Storm Drain Imp. Plans -Approved

ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 2,584,371.31
	GRADING	$_____
	MONUMENTATION	$_____
	TOTAL:	$ 2,584,371.31

FORM OF IMPROVEMENT SECURITY:	[ ] AAA Corporate surety bonds [ ] Deposit of money
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	RLI Insurance Company (Name of Corporate Entity) 6303 Owensmouth Ave, 10th Floor (Street Address) Woodland Hills, CA 91367 (City) (State) (Zip)
SURETY BOND NUMBERS (if applicable):	- Meadowline Way/Non-Potable Water Improvements Bond #CMS0339961 - PA 8 Backbone Street Improvements Bond#CMS0339968 - PA 8 BB Non-Potable Water Improvements Bond#CMS0339967 - PA 8 BB Potable Water Improvements Bond#CMS0339966 - Phase 1B Meadowline Way/Street Improvements Bond#CMS0339972 - Phase 1B Meadowline Way/Potable Water Improvements Bond#CMS0339969 - Phase 1B Onsite Storm Drain Improvements Bond#CMS0339970 - Phase 1B Open Space Drainage Improvements Bond#CMS0339971
EFFECTIVE DATE OF AGREEMENT:	_____ (to be inserted by City)

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

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2

2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5

4. TIME EXTENSIONS 5

5. IMPROVEMENT SECURITY 6

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY 7

7. INDEMNIFICATION OF CITY BY SUBDIVIDER 9

8. INSURANCE 11

9. OWNERSHIP OF THE IMPROVEMENTS 16

10. PREPARATION AND RECORDATION OF CC&RS 17

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY 17

12. RELATIONSHIP OF THE PARTIES 19

13. ASSIGNMENT 19

14. NOTICES 20

15. ENTIRE AGREEMENT 20

16. SEVERABILITY 20

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS 20

18. GOVERNING LAW 20

19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by

the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference. Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement"** and collectively as the "**Improvements"**.

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. <u>INSPECTION OF WORK AND FINAL ACCEPTANCE</u>

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

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall

inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If

the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original

performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

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

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

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

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

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

E. If Subdivider’s obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the

satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

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

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the

Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

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

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

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

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below

as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

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

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

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

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any

vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

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

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

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

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

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of

earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

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

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

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

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement

to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG

20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

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

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

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

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

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

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

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

City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

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

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

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

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

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for

Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

By: _____
Print Name: Michael Taylor
Title: Division President
Date: 8/21/2020

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

[This page for acknowledgments.]

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA8 Backbone Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA8 Backbone Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Forty Eight Thousand Seventy Six and 78/100 Dollars ($548,076.78), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills Ca 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339968
Premium: included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA8 Backbone Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA8 Backbone Street Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Five Hundred Forty Eight* Dollars ($548,076.78), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Seventy Six and 78/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

APPROVED BY
CITY OF BANNING
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F Offsite Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
3" Asphalt Concete (54,460 SF)	Ton	980	$ 80.00	$ 78,400.00
8" Aggregate Base Class II (54,460 SF)	Ton	2,627	$ 60.00	$ 157,620.00
6-inch Curb & Gutter	LF	400	$ 25.00	$ 10,000.00
6-inch Curb Only	LF	465	$ 12.00	$ 5,580.00
6-inch Wedge Curb & Gutter	LF	2,830	$ 25.00	$ 70,750.00
Concrete Cross Gutter & Spandrels	SF	4,200	$ 4.50	$ 18,900.00
Concrete Sidewalk (4-inch thick)	SF	16,375	$ 3.50	$ 57,312.50
Curb Ramp	Each	12	$ 3,000.00	$ 36,000.00
Adjust Sewer MH to Grade (2nd Adjust.)	Each	9	$ 500.00	$ 4,500.00
Adjust Water Valve to Grade (2nd Adjust.)	Each	22	$ 250.00	$ 5,500.00
Adjust SD MH to Grade (2nd Adjust.)	Each	6	$ 500.00	$ 3,000.00
LED Solar Street Light	Each	5	$ 4,000.00	$ 20,000.00
Remove 2"x4" Redwood Header	LF	50	$ 2.00	$ 100.00
Remove Barricade	LF	50	$ 20.00	$ 1,000.00
2"x4" Redwood Header	LF	180	$ 6.00	$ 1,080.00
AC Grind & Overlay	SF	72	$ 3.00	$ 216.00
Sign Post	Each	5	$ 150.00	$ 750.00
Traffic Sign	Each	8	$ 400.00	$ 3,200.00
Street Name Sign	Each	5	$ 300.00	$ 1,500.00
12" Thermoplastic Traffic Stripe	LF	90	$ 2.00	$ 180.00
Traffic Markings	Each	6	$ 100.00	$ 600.00
Blue-reflective Fire Hydrant Marker	Each	4	$ 100.00	$ 400.00
SUBTOTAL				**$ 476,588.50**
15% Contingency				**$ 71,488.28**
TOTAL				**$ 548,076.78**
			Faithful Performance (100%)	$ 548,076.78
			Labor & Material (100%)	$ 548,076.78

Bond Number: CMS0339967
Premium: $176.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 8 BB Non-Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 8 BB Non-Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Forty Three Thousand Nine Hundred Forty One and 50/100 Dollars ($43,941.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills Ca 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

M. Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339967
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 8 BB Non-Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 8 BB Non-Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Forty Three Thousand* Dollars ($ 43,941.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Nine Hundred Forty One and 50/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

APPROVED BY
CITY OF BANNNG
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F, Non-potable Water

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
NON-POTABLE WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	406	$ 60.00	$ 24,360.00
8-inch Fitting	Each	3	$ 250.00	$ 750.00
1" Air & Vaccum Release Valve	Each	1	$ 3,000.00	$ 3,000.00
Remove Blow-off & Join Watermain	Each	1	$ 500.00	$ 500.00
3" Service	Each	1	$ 2,000.00	$ 2,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	2	$ 200.00	$ 400.00
8-inch Gate Valve	Each	1	$ 2,000.00	$ 2,000.00
3" Reduced Pressure Backflow Assembly	Each	1	$ 2,500.00	$ 2,500.00
Non-potable water signage	Each	7	$ 100.00	$ 700.00
Cathodic Protection	LS	1	$ 2,000.00	$ 2,000.00
SUBTOTAL				**$ 38,210.00**
15% Contingency				**$ 5,731.50**
TOTAL				**$ 43,941.50**
			Faithful Performance (100%)	$ 43,941.50
			Labor & Material (100%)	$ 43,941.50

Bond Number: CMS0339966
Premium: $970.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 8 BB Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 8 BB Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Forty Two Thousand Five hundred Eighty One and no/100 Dollars ($242,581.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
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  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339966
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 8 BB Potable Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 8 BB Potable Water Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Hundred Forty Two* Dollars ($ 242,581.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Five Hundred Eighty One and no/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

M. Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNING
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-F Off-site Water

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	1,939	$ 60.00	$ 116,340.00
8-inch Gate Valve	Each	19	$ 2,000.00	$ 38,000.00
8-inch Fitting	Each	14	$ 250.00	$ 3,500.00
1" Air & Vaccum Release Valve	Each	1	$ 5,000.00	$ 5,000.00
1" Service	Each	7	$ 1,200.00	$ 8,400.00
Residential Fire Hydrant	Each	6	$ 5,000.00	$ 30,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	25	$ 200.00	$ 5,000.00
Remove Blind Flange & Join Watermain	Each	1	$ 500.00	$ 500.00
2" Service	Each	1	$ 1,500.00	$ 1,500.00
2" Reduced Pressure Backflow Assembly	Each	1	$ 1,500.00	$ 1,500.00
Cathodic Protection	LS	1	$ 1,200.00	$ 1,200.00
SUBTOTAL				**$ 210,940.00**
15% Contingency				**$ 31,641.00**
TOTAL				**$ 242,581.00**
			Faithful Performance (100%)	$ 242,581.00
			Labor & Material (100%)	$ 242,581.00

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 37474 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL - 37474

NAME AND ADDRESS OF SUBDIVIDER(S): PARDEE HOMES
1250 CORONA POINTE CT, #600

CORONA, CA 92881

CITY COUNCIL RESOLUTION OF APPROVAL NO. 2019-154 ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: see dates below

IMPROVEMENT/PLAN NO.:
Sewer Imp Plans - Approved 7/08/2019
Water Imp Plans - Approved 7/08/2019
Street Imp Plans - Approved 6/26/2019
Storm Darin Imp Plans - Approved 6/26/2019

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$2,332,298.90
GRADING	$NA
MONUMENTATION	$33,005.00
TOTAL:	$2,365,303.90

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

RLI Insurance Company
(Name of Corporate Entity)

6303 Owensmounth Ave. 10th Floor
(Street Address)

Woodland Hiils, CA 91367
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Sewer Bond#CMS331811

Storm Drain Bond#CMS331810

Street Bond#CMS331808

Water Bond#CMS331809

Monumentation Bond#CMS331844

EFFECTIVE DATE OF AGREEMENT:

December 10, 2019
(to be inserted by City)

COMPLETION PERIOD: All public improvements (e.g. water, non-potable water, wastewater, streets, storm drain, etc.) of Tract Map No. 37474 shown on the approved plans for said tract map shall be completed within two years from the Effective Date of the Agreement.

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2
2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4
3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5
4. TIME EXTENSIONS 5
5. IMPROVEMENT SECURITY 6
6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY 7
7. INDEMNIFICATION OF CITY BY SUBDIVIDER 9
8. INSURANCE 11
9. OWNERSHIP OF THE IMPROVEMENTS 16
10. PREPARATION AND RECORDATION OF CC&RS 17
11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY 17
12. RELATIONSHIP OF THE PARTIES 19
13. ASSIGNMENT 19
14. NOTICES 20
15. ENTIRE AGREEMENT 20
16. SEVERABILITY 20
17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS 20
18. GOVERNING LAW 20
19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

By: _____

Print Name: Jeff Chambers

Title: VP of Community Development

Date: 10-3-2019

CITY

CITY OF BANNING

_____

MAYOR

ATTEST:

_____ (SEAL)

California All-Purpose Certificate of Acknowledgment

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

State of California
County of Riverside } s.s.

On October 3, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

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

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

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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CITY CLERK

Approved as to form:

CITY ATTORNEY

[This page for acknowledgments.]

Bond No: CMS33181 431
Premium: $2,011.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37474
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA3 Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Two Thousand Six Hundred Seventy & 75/100 Dollars ($ 502,670.75), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Suite 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-2-19

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 30, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside } s.s.

On October 2, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On SEP 30 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 30 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

Bond No: CMS331811
Premium: Included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37474
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA3 Sewer Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Five Hundred Two * Dollars ($ 502,670.75), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand Six Hundred Seventy & 75/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Suite 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-2-19

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: September 30, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside } s.s.

On October 2, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

TGJ1 TGJ1

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On SEP 30 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 30 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNING

JUN 25 2019

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/24/2019
Approved By:	
Date Approved:	
Tract No.:	37474
	Sewer

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Main	LF	3,338	$ 60.00	$ 200,280.00
6-inch Lateral	LF	79	$ 45.00	$ 3,555.00
4-inch Lateral	LF	3,913	$ 40.00	$ 156,520.00
Manhole	Each	17	$ 4,000.00	$ 68,000.00
Remove Plug & Join Main	Each	1	$ 250.00	$ 250.00
Adjust Manhole to Grade	Each	17	$ 500.00	$ 8,500.00
TOTAL				**$ 437,105.00**
15% Contingency				**$ 65,565.75**
GRAND TOTAL				**$ 502,670.75**
			Faithful Performance (100%)	$ 502,670.75
			Labor & Material (100%)	$ 502,670.75

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	9/26/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	9/26/19
4	PARDEE JOB NO.:	70569005
5	PARDEE JOB DESCRIPTION:	ATWELL PA3 Sewer Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92220
9	REFERENCE NUMBER:	Tract 37474
10	BOND AMOUNT:	$502,670.75
11	BOND TYPE:	Faithful Performance & Payment Bond
12	PROJECTED EXONERATION:	9/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

Bond No: CMS331810
Premium: $454.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37474
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA3 Storm Drain Improvements ; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Thirteen Thousand Five Hundred Seventy Four & 00/100 Dollars ($ 113,574.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Jeff Chambers, VP Community Development
(Title of officer)

Date: 10-2-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 30, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside } s.s.

On October 2, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

TGJ1 TGJ1

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On SEP 30 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 30 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331810
Premium: Included in cost of performance bond.

CITY OF BANNING

PAYMENT BOND

37474
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA3 Storm Drain Improvements; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Hundred Thirteen* Dollars ($ 113,574.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Five Hundred Seventy Four & 00/100

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

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

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

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

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

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Jeff Chambers, VP Community Development
(Title of officer)

Date: 10-2-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 30, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside } s.s.

On October 2, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023
Seal

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On SEP 30 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 30 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNING
JUL 02 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	7/2/2019
Approved By:	
Date Approved:	
Tract No.:	37474
	Storm Drain

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM DRAIN IMPROVEMENTS				
18" RCP	LF	178	$ 70.00	$ 12,460.00
24" RCP	LF	176	$ 70.00	$ 12,320.00
30" RCP	LF	331	$ 80.00	$ 26,480.00
Catch Basin (W=7') w/ Local Depression	Each	2	$ 3,500.00	$ 7,000.00
Catch Basin (W=10') w/ Local Depression	Each	3	$ 4,000.00	$ 12,000.00
Catch Basin (W=21') w/ Local Depression	Each	1	$ 6,000.00	$ 6,000.00
Manhole No. 1	Each	5	$ 4,000.00	$ 20,000.00
Remove Riser and Join Pipe	Each	1	$ 1,000.00	$ 1,000.00
Remove Mortar Plug and Join Pipe	Each	1	$ 500.00	$ 500.00
Remove Mortar Plug/Drop Inlet and Join Pipe	Each	1	$ 1,000.00	$ 1,000.00
TOTAL				**$ 98,760.00**
15% Contingency				**$ 14,814.00**
GRAND TOTAL				**$ 113,574.00**
			Faithful Performance (100%)	$ 113,574.00
			Labor & Material (100%)	$ 113,574.00

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	9/26/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	9/26/19
4	PARDEE JOB NO.:	70569005
5	PARDEE JOB DESCRIPTION:	ATWELL PA3 Storm Drain Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92220
9	REFERENCE NUMBER:	Tract 37474
10	BOND AMOUNT:	$113,574.00
11	BOND TYPE:	Faithful Performance & Payment Bond
12	PROJECTED EXONERATION:	9/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

Bond No: CMS331809
Premium: $2,176.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37474
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA3 Water Improvements ; and

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

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

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Five Hundred Forty Three Thousand Nine Hundred Seventy Three & 00/100 Dollars ($543,973.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Jeff Chambers, VP Community Development
(Title of officer)

Date: 10.2.15

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 30, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Riverside } s.s.

On October 2, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing _____ pages, and dated _____.

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

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

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

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On SEP 30 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

SEP 30 2019

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331809
Premium: Included in the
cost of the performance bond

CITY OF BANNING

PAYMENT BOND

37474
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA3 Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Five Hundred Forty* Dollars ($ 543,973.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Three Thousand Nine Hundred Seventy Three & 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeff Chambers, VP Community Development
(Title of officer)

Date: 10-2-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: September 30, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On October 2, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 30 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 30 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNING

JUN 25 2019

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/24/2019
Approved By:	
Date Approved:	
Tract No.:	37474
	Water

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	3,702	$ 60.00	$ 222,120.00
8-inch Gate Valve	Each	16	$ 2,000.00	$ 32,000.00
8-inch Fitting	Each	18	$ 250.00	$ 4,500.00
Residential Fire Hydrant	Each	12	$ 5,000.00	$ 60,000.00
1" Service	Each	109	$ 1,200.00	$ 130,800.00
1-inch Air & Vacuum Valve Assembly	Each	2	$ 5,000.00	$ 10,000.00
Join Existing Mainline	Each	2	$ 500.00	$ 1,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	28	$ 200.00	$ 5,600.00
2" Service	Each	2	$ 1,500.00	$ 3,000.00
Automatic Flushing System	Each	2	$ 2,000.00	$ 4,000.00
TOTAL				**$ 473,020.00**
15% Contingency				**$ 70,953.00**
GRAND TOTAL				**$ 543,973.00**
			Faithful Performance (100%)	$ 543,973.00
			Labor & Material (100%)	$ 543,973.00

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	9/26/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	9/26/19
4	PARDEE JOB NO.:	70569005
5	PARDEE JOB DESCRIPTION:	ATWELL PA3 Water Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92220
9	REFERENCE NUMBER:	Tract 37474
10	BOND AMOUNT:	$543,973.00
11	BOND TYPE:	Faithful Performance & Payment Bond
12	PROJECTED EXONERATION:	9/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[X] FINAL TRACT MAP NO. 37298-2 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL - 37298-2

NAME AND ADDRESS OF SUBDIVIDER(S): PARDEE HOMES
1250 CORONA POINTE CT, #600

CORONA, CA 92881

CITY COUNCIL RESOLUTION OF APPROVAL NO. 2019-152 ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: see dates below

IMPROVEMENT/PLAN NO.:
Sewer Imp Plans - Approved 8/07/2019
Water Imp Plans - Approved 8/07/2019
Street Imp Plans - Approved 7/30/2019
Storm Drain Imp Plans - Approved 7/15/2019

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$1,749,490.98
GRADING	$NA
MONUMENTATION	$24,725.00
TOTAL:	$1,774,215.98

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

RLI Insurance Company
(Name of Corporate Entity)

6303 Owensmounth Ave. 10th Floor
(Street Address)

Woodland Hiils, CA 91367
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Sewer Bond#CMS331819

Storm Drain Bond#CMS331817

Street Bond#CMS331818

Water Bond#CMS331816

Monumentation Bond#CMS331841

EFFECTIVE DATE OF AGREEMENT:

December 10, 2019
(to be inserted by City)

COMPLETION PERIOD: All public improvements (e.g. water, non-potable water, wastewater, streets, storm drain, etc.) of Tract Map No. 37298-2 shown on the approved plans for said tract map shall be completed within two years from the Effective Date of the Agreement.

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2
2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4
3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5
4. TIME EXTENSIONS 5
5. IMPROVEMENT SECURITY 6
6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY 7
7. INDEMNIFICATION OF CITY BY SUBDIVIDER 9
8. INSURANCE 11
9. OWNERSHIP OF THE IMPROVEMENTS 16
10. PREPARATION AND RECORDATION OF CC&RS 17
11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY 17
12. RELATIONSHIP OF THE PARTIES 19
13. ASSIGNMENT 19
14. NOTICES 20
15. ENTIRE AGREEMENT 20
16. SEVERABILITY 20
17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS 20
18. GOVERNING LAW 20
19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. <u>INDEMNIFICATION OF CITY BY SUBDIVIDER</u>

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____

Print Name: Jeff Chambers

Title: VP of Community Development

Date: 10-28-19

CITY

CITY OF BANNING

_____

MAYOR

ATTEST:

_____ (SEAL)

CITY CLERK

Approved as to form:



CITY ATTORNEY

[This page for acknowledgments.]

Bond No: CMS331819
Premium: $1,775.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 1A Sewer Improvements ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Forty Three Thousand Seven Hundred Eighty Five & 00/100 Dollars ($443,785.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-2019

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

505

Bond No: CMS331819
Premium: Included in Cost of Performance Bond.

CITY OF BANNING

PAYMENT BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 1A Sewer Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Hundred Forty * Dollars ($443,785.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Three Thousand Seven Hundred Eighty Five & 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-2019

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public - California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

510

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

APPROVED BY
CITY OF BANNNG

OCT 18 2019

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/18/2019
Approved By:	
Date Approved:	
Tract No.:	37298-2
	Sewer 1A

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Main	LF	1,465	$ 60.00	$ 87,900.00
10-inch Main	LF	1,500	$ 70.00	$ 105,000.00
4-inch Lateral	LF	2,900	$ 40.00	$ 116,000.00
Manhole	Each	17	$ 4,000.00	$ 68,000.00
Remove Plug & Join Main	Each	2	$ 250.00	$ 500.00
Adjust Manhole to Grade	Each	17	$ 500.00	$ 8,500.00
TOTAL				**$ 385,900.00**
15% Contingency				**$ 57,885.00**
GRAND TOTAL				**$ 443,785.00**
			Faithful Performance (100%)	$ 443,785.00
			Labor & Material (100%)	$ 443,785.00

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	10/21/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	10/21/19
4	PARDEE JOB NO.:	70569001
5	PARDEE JOB DESCRIPTION:	PA 1A Sewer Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92223
9	REFERENCE NUMBER:	37298-2
10	BOND AMOUNT:	$443,785.00
11	BOND TYPE:	Faithful Performance and Payment Bond
12	PROJECTED EXONERATION:	10/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

Bond No: CMS331817
Premium: $252.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 1A Storm Drain Improvements ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Sixty Three Thousand One Hundred Twenty Three & 50/100 Dollars ($63,123.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-2019

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

519

Bond No: CMS331817
Premium: Included in Cost of Performance Bond

CITY OF BANNING

PAYMENT BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 1A Storm Drain Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Sixty Three * Dollars ($63,123.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand One Hundred Twenty Three & 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-2019

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

TGJ1 ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023 TGJ1

OPTIONAL INFORMATION

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- ☐ Individual(s)
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- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNNG
AUG 06 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	7/25/2019
Approved By:	
Date Approved:	
Tract No.:	37298-2
	Storm Drain

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM DRAIN IMPROVEMENTS				
18" RCP	LF	11	$ 70.00	$ 770.00
24" RCP	LF	37	$ 70.00	$ 2,590.00
36" RCP	LF	317	$ 90.00	$ 28,530.00
Catch Basin (W=7') w/ Local Depression	Each	1	$ 3,500.00	$ 3,500.00
Catch Basin (W=14') w/ Local Depression	Each	3	$ 4,500.00	$ 13,500.00
Catch Basin (W=21') w/ Local Depression	Each	1	$ 6,000.00	$ 6,000.00
TOTAL				**$ 54,890.00**
15% Contingency				**$ 8,233.50**
GRAND TOTAL				**$ 63,123.50**

Faithful Performance (100%)	$ 63,123.50
Labor & Material (100%)	$ 63,123.50

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	10/21/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	10/21/19
4	PARDEE JOB NO.:	70569001
5	PARDEE JOB DESCRIPTION:	PA 1A Storm Drain Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92223
9	REFERENCE NUMBER:	237298-2
10	BOND AMOUNT:	$63,123.50
11	BOND TYPE:	Faithful Performance and Payment Bond
12	PROJECTED EXONERATION:	10/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

Bond No: CMS331818
Premium: $3,353.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 1A Street Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Eight Hundred Thirty Eight Thousand Three Hundred Thirty Four & 48/100 Dollars ($838,334.48), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-2019

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

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State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

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Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public - California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331818
Premium: Included in Cost of Performance Bond.

CITY OF BANNING

PAYMENT BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 1A Street Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Eight Hundred Thirty* Dollars ($838,334.48), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Eight Thousand Three Hundred Thirty Four & 48/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-2019

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

TGJ1 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

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- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNNG

OCT 18 2019

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/18/2019
Approved By:	
Date Approved:	
Tract No.:	37298-2
	Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
3" Asphalt Concete (100,692 SF)	Ton	1,812	$ 80.00	$ 144,960.00
6" Aggregate Base Class II (100,692 SF)	Ton	3,625	$ 60.00	$ 217,500.00
6-inch Wedge Curb & Gutter	LF	6,050	$ 25.00	$ 151,250.00
Concrete Sidewalk (4-inch thick)	SF	33,471	$ 5.00	$ 167,355.00
Adjust Water Valve to Grade	Each	10	$ 250.00	$ 2,500.00
Adjust Sewer Manhole to Grade	Each	17	$ 500.00	$ 8,500.00
LED Solar Street Light	Each	7	$ 4,000.00	$ 28,000.00
Remove Barricade	Each	5	$ 500.00	$ 2,500.00
Blue-reflective Fire Hydrant Marker	Each	10	$ 100.00	$ 1,000.00
Sign Post	Each	6	$ 150.00	$ 900.00
Street Name Sign	Each	7	$ 300.00	$ 2,100.00
Traffic Sign	Each	5	$ 400.00	$ 2,000.00
Stop Marking	Each	3	$ 100.00	$ 300.00
Stop Bar Striping	LF	54	$ 2.25	$ 121.50
TOTAL				**$ 728,986.50**
15% Contingency				**$ 109,347.98**
GRAND TOTAL				**$ 838,334.48**
			Faithful Performance (100%)	$ 838,334.48
			Labor & Material (100%)	$ 838,334.48

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	10/21/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	10/21/19
4	PARDEE JOB NO.:	70569001
5	PARDEE JOB DESCRIPTION:	PA 1A Street Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92223
9	REFERENCE NUMBER:	237298-2
10	BOND AMOUNT:	$838,334.48
11	BOND TYPE:	Faithful Performance and Payment Bond
12	PROJECTED EXONERATION:	10/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

Bond No: CMS331816
Premium: $1,617.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 1A Water Improvements ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Four Thousand Two Hundred Forty Eight & 00/100 Dollars ($404,248.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-19

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: October 22, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. H W. D
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of OCT 22 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331816
Premium: Included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-2
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 1A Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Four Hundred Four * Dollars ($ 404,248.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered. *Thousand Two Hundred Forty Eight & 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona, CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Jeff Chambers, VP Community Development

(Title of officer)

Date: 10-28-19

"SURETY"

RLI Insurance Company

(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: October 22, 2019

APPROVED:

_____

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On Ocotober 28, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On OCT 22 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of _____, _____.

OCT 22 2019

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNING

OCT 18 2019

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/18/2019
Approved By:	
Date Approved:	
Tract No.:	37298-2 Water

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	3,172	$ 60.00	$ 190,320.00
8-inch Fitting	Each	12	$ 250.00	$ 3,000.00
Residential Fire Hydrant	Each	9	$ 5,000.00	$ 45,000.00
1" Service	Each	87	$ 1,200.00	$ 104,400.00
1" Air and Vacuum Valve Assembly	Each	1	$ 5,000.00	$ 5,000.00
Join Existing Mainline	Each	4	$ 500.00	$ 2,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	9	$ 200.00	$ 1,800.00
TOTAL				**$ 351,520.00**
15% Contingency				**$ 52,728.00**
GRAND TOTAL				**$ 404,248.00**
			Faithful Performance (100%)	$ 404,248.00
			Labor & Material (100%)	$ 404,248.00

BOND REQUEST FORM

1	CONSULTANT REQUEST DATE:	10/21/2019
2	PARDEE LDM (print):	Michael Heishman
3	LDM APPROVAL (initial & date):	10/21/19
4	PARDEE JOB NO.:	70569001
5	PARDEE JOB DESCRIPTION:	PA 1A Water Improvements
6	ENGINEER OF RECORD:	MDS Consulting
7	MUNICIPALITY (OBLIGEE):	City of Banning
8	ADDRESS:	99 East Ramsey Street Banning, CA 92223
9	REFERENCE NUMBER:	37298-2
10	BOND AMOUNT:	$404,248.00
11	BOND TYPE:	Faithful Performance and Payment Bond
12	PROJECTED EXONERATION:	10/01/2021

********** ***CONSULTANT INCLUSIONS -- CHECK ALL THAT APPLY*** **********

13	**BOND ESTIMATE:**	X
14	**ORIGINAL BOND FORM:**	
15	**ASSOCIATED FEES CHECK REQUEST:**	

********** ***LEGEND*** **********

ITEMS 2 - 5 **SUPPLIED BY PARDEE**

ITEMS 1 & 6 - 12 **SUPPLIED BY CONSULTANT**

ITEM 9: PERMIT OR OTHER MUNICIPALITY REFERENCE NUMBER
ITEM 11: PERFORMANCE, LABOR & MATERIALS, GRADING SURETY, WARRANTY, ETC.
ITEM 12: DATE PARDEE CAN EXPECT TO RECEIVE EXONERATION LETTER FROM MUNICIPALITY
ITEM 13: BOND ESTIMATE OR TABULATION FORM - APPROVED BY MUNICIPALITY
ITEM 14: ORIGINAL MUNICIPALITY APPROVED BOND FORM (if required by Municipality)
ITEM 15: PERMIT OR OTHER FEES - CHECK REQUEST INCLUDED (if required)

last updated:
11/30/2004

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[X] FINAL TRACT MAP NO. 37389 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL - Foothill West Reservoir IMP Facility PWS-2

NAME AND ADDRESS OF SUBDIVIDER(S): TRI POINTE HOMES, IE-SD
1250 CORONA POINTE CT, #600

CORONA, CA 92879

CITY COUNCIL RESOLUTION OF APPROVAL NO. _____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: 3/29/21 & 1/19/21

IMPROVEMENT/PLAN NO.: FWZ - Paving, Grading & Drainage
FWZ - Mechanical, Electrical & Structural

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$ 4,880,215.44
GRADING	$ 0.00
MONUMENTATION	$ 0.00
TOTAL:	$ 4,880,215.44

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

Philadelphia Indemnity Insurance Company
(Name of Corporate Entity)

800 E. Colorado Blvd., 6th Floor
(Street Address)

Pasadena, CA. 91101
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

PB03010408001

PB03010408002

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements associated with Bond#: PB03010408001 (FWZ - Mechanical, Electrical, Structural Foothill West Reservoir - Atwell) shown on the City approved improvement plans shall be completed within three years from the Effective Date of the Agreement.

COMPLETION PERIOD: All improvements associated with Bond#: PB03010408002 (FWZ - Paving, Grading & Drainage Foothill West Reservoir - Atwell) shown on the City approved improvement plans shall be completed within three years from the Effective Date of the Agreement.

* *

TABLE OF CONTENTS

		Page
1.	SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS	2
2.	INSPECTION OF WORK AND FINAL ACCEPTANCE	4
3.	GUARANTEE AND WARRANTY OF THE IMPROVEMENTS	5
4.	TIME EXTENSIONS	5
5.	IMPROVEMENT SECURITY	6
6.	REDUCTION OR RELEASE OF IMPROVEMENT SECURITY	7
7.	INDEMNIFICATION OF CITY BY SUBDIVIDER	9
8.	INSURANCE	11
9.	OWNERSHIP OF THE IMPROVEMENTS	16
10.	PREPARATION AND RECORDATION OF CC&RS	17
11.	DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY	17
12.	RELATIONSHIP OF THE PARTIES	19
13.	ASSIGNMENT	19
14.	NOTICES	20
15.	ENTIRE AGREEMENT	20
16.	SEVERABILITY	20
17.	INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS	20
18.	GOVERNING LAW	20
19.	EFFECTIVE DATE OF THE AGREEMENT	21

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 8-24-21

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Bond No. PB03010408001
Premium : $16,781 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

FWZ - Mechanical, Electrical, Structural Foothill West Reservoir - Atwell
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: FWZ - Mechanical, Electrical, Structural Foothill West Reservoir - Atwell - IMP Facility PWS-2; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Million Four Hundred Seventy-Five Thousand and no/00 Dollars ($4,475,000.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation
(Type name of Principal)

1250 Corona Pointe Ct. Ste. 600
(Street Address)

Corona CA. 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 8-24-21

"SURETY"

Philadelphia Indemnity Insurance Company
(Type name of Surety)

800 E. Colorado Blvd., 6th Floor
(Street Address)

Pasadena, CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: August 23, 2021

APPROVED:

City Attorney

PHILADELPHIA INDEMNITY INSURANCE COMPANY
CORPORATE SEAL
1927
PENNSYLVANIA

11303-0014\2299407v5.doc

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 23 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this AUG 23 2021 day of _____, 20 _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Bond No. PB03010408001
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

FWZ - Mechanical, Electrical, Structural - Foothill West Reservoir - Atwell
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: FWZ - Mechanical, Electrical, Structural Foothill West Reservoir - Atwell - IMP Facility PWS-2; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($4,475,000.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Four Million Four Hundred Seventy-Five Thousand and no/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation
(Type name of Principal)

1250 Corona Pointe Ct. Ste. 600
(Street Address)

Corona CA. 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 8-24-21

"SURETY"

Philadelphia Indemnity Insurance Company
(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

(Street Address)

Pasadena, CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: August 23, 2021

APPROVED:

City Attorney

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 23 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 23, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this AUG 23 2021 day of _____, 20 _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor ,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

Steven Andrews Engineering
www.stevenandrewsengineering.com

APPROVED BY
CITY OF BANNING
AUG 19 2021
PUBLIC WORKS DEPT

CITY OF BANNING
FOOTHILL WEST ZONE 3.7 MG RESERVOIR
(IMP PROJECT ID - PWS-2)
ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

8/12/2021

Item	Description	Qty.	Unit	Unit Price	Cost
1	Mobilization of construction equipment, construction facilities and obtaining required permits, bonds, and insurance and submittal of a preliminary construction schedule.	1	LS	$65,000	$65,000
2	Demobilization of construction equipment and construction facilities.	1	LS	$30,000	$30,000
3	Provide sheeting, shoring, and bracing for excavations, or equivalent method conforming to applicable safety orders	1	LS	$45,500	$45,500
4	Provide project submittals, facility startup, project closeout and all Division 1 requirements.	1	LS	$65,000	$65,000
5	Furnish and Install 149-foot diameter concrete reservoir ring wall footing including tank anchors, column foundations, grounding rods, oiled sand and all appurtenance work as required	1	LS	$185,500	$185,500
6	Furnish and Install concrete masonry slump stone enclosure including chain link manway doors and rolling access gate assembly including all appurtenance work	1	LS	$85,000	$85,000
7	Furnish and Install all above and below ground mechanical piping to points of connection, fittings, force balance flex tends (2), control valves, isolation valve, check valves, air-release valves, transmitter assemblies, gauges, painting and coatings and Pipe supports as required.	1	LS	$278,500	$278,500
8	Provide painting and coatings and anti- graffiti coatings for slump stone enclosure.	1	LS	$85,000	$85,000
9	Furnish and Install pole mounted security camera (3) system including poles, footings, relay server (1) and all fittings and appurtenances as required	1	LS	$105,000	$105,000
10	Furnish and Install all electrical equipment per electrical sheets including all conduits, fittings, cables, panels, 4" concrete housekeeping pad, pole mounted site lighting, wall mounted lights and all appurtenances as required for a complete operating system.	1	LS	$395,000	$395,000
11	Furnish and Install 3.76 MG welded steel tank with roof rafter on top including exterior spiral staircase, interior ladder assembly, overflow pipe assembly, overflow catch basin, roof hatches, roof vent and mixer assembly, interior and exterior painting and coating systems and all other appurtenances as required.	1	LS	$2,600,000	$2,600,000
12	Furnish and install Instrumentation and Control devices, wiring conduit, panels and appurtenant work as required.	1	LS	$145,500	$145,500
13	Furnish and Install SCADA Systems work by Systems Integrated	1	LS	$375,000	$375,000
14	Furnish and Install pole assembly only for 5 GHz Radio and Antenna (Radio and Antenna installed by Systems Integrated) including all fittings and appurtenances work as required	1	LS	$15,000	$15,000
	TOTAL FOOTHILL WEST ZONE 3.76 MG RESERVOIR				$4,475,000

Bond No. PB03010408002
Premium: $1,520 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

FWZ - Paving, Grading & Drainage Foothill West Reservoir - Atwell
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: FWZ - Paving, Grading & Drainage Foothill West Reservoir - Atwell - IMP Facility PWS 2; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Five Thousand Two Hundred Fifteen and 44/100 Dollars ($405,215.44), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation
(Type name of Principal)

1250 Corona Pointe Ct. Ste. 600
(Street Address)

Corona CA. 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 8-24-21

"SURETY"

Philadelphia Indemnity Insurance Company
(Type name of Surety)

800 E. Colorado Blvd., 6th Floor
(Street Address)

Pasadena, CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: August 23, 2021

APPROVED:

City Attorney

PHILADELPHIA INDEMNITY INSURANCE COMPANY CORPORATE SEAL 1927 PENNSYLVANIA

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 23 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Notary Public: Morgan Knapp

residing at: Bala Cynwyd, PA

(Notary Seal)

My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

AUG 23 2021

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20 _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

601

Bond No. PB03010408002
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

FWZ - Paving, Grading & Drainage Foothill West Reservoir - Atwell
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: FWZ - Paving, Grading & Drainage Foothill West Reservoir - Atwell - IMP Facility PWS-2; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($405,215.44), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Four Hundred Five Thousand Two Hundred Fifteen and 44/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation
(Type name of Principal)

1250 Corona Pointe Ct. Ste. 600
(Street Address)

Corona CA. 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 8-24-21

"SURETY"

Philadelphia Indemnity Insurance Company
(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

(Street Address)

Pasadena, CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: August 23, 2021

APPROVED:

City Attorney



ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 23 2021 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.00**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Morgan Knapp, Notary Public
Lower Merion Twp., Montgomery County
My Commission Expires Sept. 25, 2021
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

(Notary Seal)

Notary Public: Morgan Knapp
residing at: Bala Cynwyd, PA
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

AUG 23 2021

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, 20 _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24, 2021 before me, Sonal Shah, Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SONAL SHAH
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2216371
RIVERSIDE COUNTY
My Comm. Exp. September 30, 2021

Signature Sonal Shah (Seal)

APPROVED BY
CITY OF BANNING

AUG 19 2021

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/18/2021
Approved By:	
Date Approved:	
Tract No.:	FWZ Water Reservoir Paving, Grading & Drainage

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
PAVING, GRADING & DRAINAGE IMPROVEMENTS				
Mass Excavation Cut	CY	6,538	$ 0.95	$ 6,211.10
Mass Excavation Fill	CY	4,447	$ 0.95	$ 4,224.65
6-inch Asphalt Concete (14,336 SF)	Ton	516	$ 80.00	$ 41,280.00
6-inch Aggregate Base Class II (14,336 SF)	Ton	516	$ 60.00	$ 30,960.00
2-inch x 4-inch Redwood Header	LF	548	$ 2.00	$ 1,096.00
Longitudinal Gutter	SF	145	$ 4.50	$ 652.50
Chainlink Fence	LF	1,000	$ 80.00	$ 80,000.00
Chainlink Gate	Each	2	$ 1,500.00	$ 3,000.00
Rock Rip Rap	CY	15	$ 40.00	$ 600.00
Adjust Water Valve to Grade	Each	5	$ 250.00	$ 1,250.00
Adjust Storm Drain Manhole to Grade	Each	1	$ 500.00	$ 500.00
1-inch Gravel (3-inch thick) (18,962 SF)	Ton	341	$ 60.00	$ 20,460.00
11-inch Aggregate Base Class II (203 SF)	Ton	13	$ 60.00	$ 780.00
12-inch HDPE Area Drain Pipe	LF	298	$ 50.00	$ 14,900.00
10-inch HDPE Area Drain Pipe	LF	204	$ 40.00	$ 8,160.00
6-inch HDPE Area Drain Pipe	LF	14	$ 25.00	$ 350.00
15-inch Nyloplast Drain Basin w/ Dome Grate	Each	4	$ 1,000.00	$ 4,000.00
8-inch Nyloplast Drain Basin w/ Dome Grate	Each	1	$ 1,000.00	$ 1,000.00
8-inch HDPE Area Drain Pipe	LF	6	$ 35.00	$ 210.00
10-inch Nyloplast Drain Basin w/ Dome Grate	Each	1	$ 1,000.00	$ 1,000.00
18-inch RCP Storm Drain	LF	97	$ 70.00	$ 6,790.00
Manhole No. 1	Each	1	$ 5,000.00	$ 5,000.00
Concrete Collar	Each	1	$ 1,500.00	$ 1,500.00
8-inch DIP Main w/ Poly Encasement & R.J.	LF	116	$ 60.00	$ 6,960.00
18-inch DIP Main w/ Poly Encasement & R.J.	LF	422	$ 140.00	$ 59,080.00
8-inch Fitting	Each	6	$ 250.00	$ 1,500.00
18-inch Fitting	Each	23	$ 1,000.00	$ 23,000.00
Blackflow Assembly Risers Only	Each	1	$ 1,500.00	$ 1,500.00
Pipe Bollards	Each	5	$ 300.00	$ 1,500.00
8-inch Gate Valve	Each	1	$ 2,000.00	$ 2,000.00
18-inch Butterfly Valve	Each	2	$ 4,000.00	$ 8,000.00

4-inch Blowoff	Each	1	$ 2,500.00	$ 2,500.00
Hydroseed	LS	1	$ 500.00	$ 500.00
Fiber Roll	LF	571	$ 20.00	$ 11,420.00
Gravelbag Barrier	LF	138	$ 1.50	$ 207.00
Gravelbag Drain Inlet Protection	Each	6	$ 45.00	$ 270.00
TOTAL				**$ 352,361.25**
15% Contingency				**$ 52,854.19**
GRAND TOTAL				**$ 405,215.44**

Faithful Performance (100%)	$ 405,215.44
Labor & Material (100%)	$ 405,215.44

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1, 37390-2 & 37390 - ATWELL

STORM DRAIN IMPROVEMENT PLAN

GENERAL NOTES

1. WHERE NOTED THE CONTRACTOR SHALL CONSTRUCT THE STORM DRAIN IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S M.O.U. STANDARD SPECIFICATIONS DATED JUNE 24, 2008, AND RCFC&WCD STANDARD MANUAL. FOR THE LATEST DRAWINGS OF THE STANDARD MANUAL, PLEASE REFER TO THE "PUBLICATIONS AND RECORDS" PAGE FOUND ON THE DISTRICT'S WEBSITE.
2. CONTACT THE ENCROACHMENT PERMIT ENGINEER AT 951.922.3130 IF AN ENCROACHMENT PERMIT IS REQUIRED FROM CITY OF BANNING. AFTER THE PERMIT IS ISSUED THE CITY OF BANNING MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
3. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
4. STATIONING FOR LATERALS AND CONNECTOR PIPES REFER TO THE CENTERLINE INTERSECTION STATIONS.
5. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1.800.227.2600.
6. ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NAVD 88).
7. ALL COORDINATES ARE SHOWN IN FEET AND DECIMALS THEREOF BASED ON THE NORTH AMERICAN DATUM (NAD 83), CALIFORNIA COORDINATE SYSTEM (CCS), ZONE 6 AND EPOCH (1995.5).
8. ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6" OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. "V" IS THE DEPTH OF CATCH BASINS MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
12. CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.
14. STANDARD DRAWINGS CALLED FOR ON THE PLAN AND PROFILE SHALL CONFORM TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS UNLESS NOTED OTHERWISE.
15. THE CONTRACTOR IS REQUIRED TO CALL ALL UTILITY AGENCIES REGARDING TEMPORARY SHORING AND SUPPORT REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
16. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL SHOULD BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
17. APPROVAL OF THESE PLANS BY THE CITY OF BANNING DOES NOT RELIEVE THE DEVELOPER'S ENGINEER OF RESPONSIBILITY FOR THE ENGINEERING DESIGN. IF FIELD CHANGES ARE REQUIRED, IT WILL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO MAKE THE NECESSARY CORRECTIONS.
18. THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATORY PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.

18. THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATORY PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
19. THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2 INCHES OVER THE REINFORCING AND INCREASED TO A MINIMUM OF 3-1/2 INCHES OVER THE REINFORCING FOR BOX CULVERT, WHEN DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE F'C=5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND F'C=6,000 PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.
20. CONSTRUCTION JOINT PER CALTRANS STANDARD REINFORCED CONCRETE BOX SHALL BE PLACED ACCORDING TO RCFC&WCD STANDARD DRAWING NO. BX401.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020

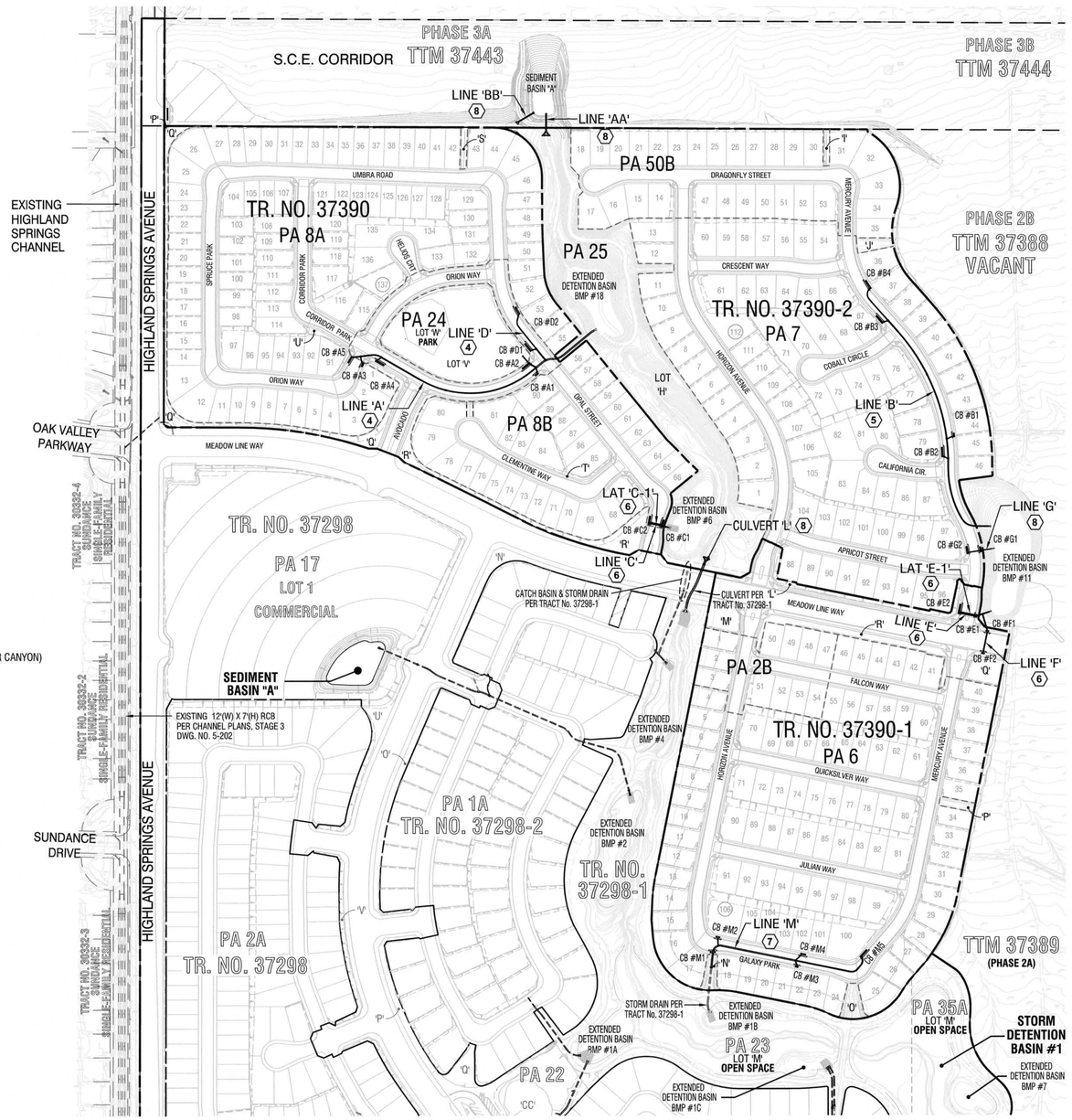
BENCH MARK

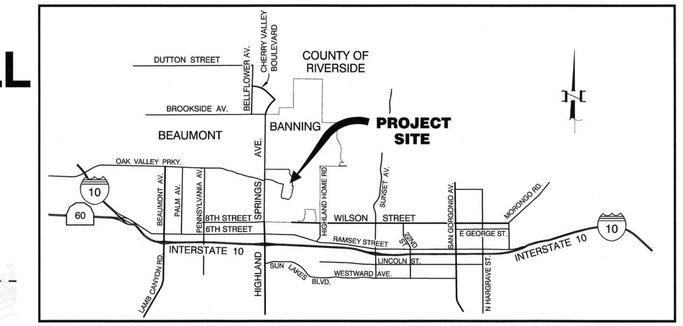
ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.





VICINITY MAP

NOT TO SCALE

ABBREVIATIONS:

TB	TRACT BOUNDARY	PCC	POINT OF COMPOUND CURVE	EC	END OF CURVE
R/W	RIGHT-OF-WAY	PRC	POINT OF REVERSE CURVE	P.U.E.	PUBLIC UTILITY EASEMENT
TC	TOP OF CURB	ST.	STREET	C.B.	CATCH BASIN
FS	FINISH SURFACE	℄	CENTERLINE	PROP.	PROPOSED
R	RADIUS	INT.	INTERSECTION	G.I.	GRATE INLET
Δ	DELTA	NO.	NUMBER	TRW	TOP OF RETAINING WALL
L	LENGTH	SHT.	SHEET	TA	TOP OF APRON
EX.	EXISTING	O.C.	ON CENTER	W.T.	WATER TIGHT PIPE JOINT OR CONNECTION
GB	GRADE BREAK	N'LY	NORTHERLY	RCP	REINFORCED CONCRETE PIPE
FL	FLOW LINE	E'LY	EASTERLY	M.H.	MANHOLE
600.00	PROPOSED ELEVATION	S'LY	SOUTHERLY	J.S.	JUNCTION STRUCTURE
(600.00)	EXISTING ELEVATION	W'LY	WESTERLY	HGL	HYDRAULIC GRADE LINE
INV.	INVERT	CFS	CUBIC FEET PER SECOND	M.O.S.	MIDDLE OF STRUCTURE
TG	TOP OF GRATE	V	VELOCITY	NEG.	NEGLIGIBLE
BC	BEGINNING OF CURVE	Q100	100 YEAR STORM	BOT.	BOTTOM

LEGEND:

TRACT BOUNDARY		8" W	PROPOSED WATER MAIN
R/W R/W	RIGHT-OF-WAY	EX. 24" SD	EXISTING STORM DRAIN
℄	STREET CENTERLINE	EX. 8" S	EXISTING SANITARY SEWER
	PROPOSED CURB & GUTTER	EX. 16" W	EXISTING DOMESTIC WATER MAIN
	EXISTING CURB & GUTTER	EX. 16" RCW	EXISTING RECYCLED WATER MAIN
	FLOW LINE	EX. ELEC./CATV	EXISTING ELECTRIC/CABLE TV
	PROPOSED STORM DRAIN	EX. TELE.	EXISTING TELEPHONE LINE
8" SS	PROPOSED SANITARY SEWER	EX. 8"G	EXISTING GAS LINE
16" RCW	PROPOSED RECYCLED WATER MAIN		SEWER SERVICE
6	CONSTRUCTION NOTE	6	SHEET INDEX NUMBER
	PUBLIC UTILITY EASEMENT	106	HIGHEST RESIDENTIAL LOT NO.
	PROPOSED SIDEWALK		STREET LIGHT
	ROCK RIP RAP		FIRE HYDRANT
			WATER SERVICE

INDEX

	SHEET NO.
TITLE SHEET, INDEX MAP	1
CONSTRUCTION NOTES & QUANTITIES ESTIMATES AND DETAILS	2
LOCAL DEPRESSION DETAILS	3
PLAN & PROFILE STORM DRAIN LINE 'A' & 'D'	4
PLAN & PROFILE STORM DRAIN LINE 'B'	5
PLAN & PROFILE STORM DRAIN LINE 'C' , 'E' ,'F', LAT 'C-1' & 'E-1'	6
PLAN & PROFILE STORM DRAIN LINE 'M' , LATERAL 'M2', 'M3' AND 'M4'	7
PLAN & PROFILE STORM DRAIN LINE 'G', 'AA' , 'BB' AND CULVERT 'L'	8
PROFILE LATERALS	9

200 0 100 200 400 800
(1"=200')

OWNER/ APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
6/4/2020

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/3/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/9/20 DATE

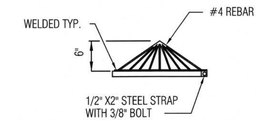
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
TITLE SHEET & SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

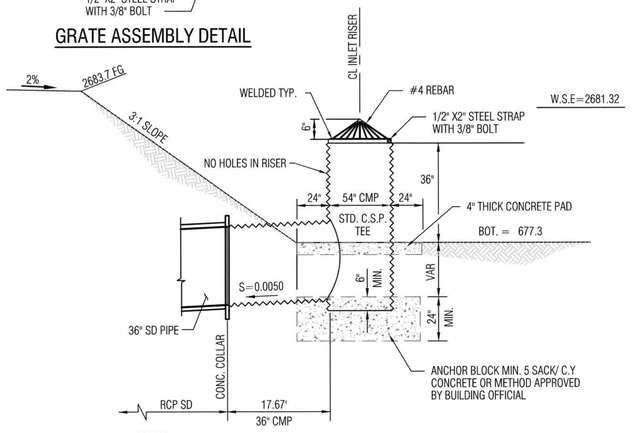
MDS Proj. Data: I:\89406\ENGINEERING\Plans\StDrain Created: 06.08.2020 01:17:12 PM Author:---- Last Edit: 06.08.2020 01:17:12 PM By: Station166
MDS File: 89406-SD SHT-01(Title).dwg Plot Scale: 0.386863 Dwg Scale: ---- Plot Date: 06.08.2020 1:17:38 PM By: Station166

CONSTRUCTION NOTES & ESTIMATED QUANTITIES:

#	STORM DRAIN IMPROVEMENTS	UNIT	TOTAL
(1)	CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)	LF	624
(2)	CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	152
(3)	CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	1,594
(4)	CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	35
(5)	CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	518
(6)	CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	46
(7)	CONSTRUCT CAST-IN-PLACE REINFORCED CONCRETE SINGLE BOX CULVER PER CALTRAN STD PLAN D81	LF	14
(8)	CONSTRUCT INTERIM 36" CMP STORM DRAIN	LF	17
(10)	CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100	EA.	24
	W=7'	EA.	4
	W=10'	EA.	4
	W=14'	EA.	3
	W=21'	EA.	3
	W=24'	EA.	2
	W=28'	EA.	8
(11)	CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.	EA.	24
(12)	CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251	EA.	9
(13)	CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252	EA.	4
(14)	CONSTRUCT 14"X23" ELLIPTICAL RCP	LF	66
(16)	CONSTRUCT PIPE HEADWALLS, ENDWALLS AND WARPED WINGWALLS PER CALTRANS STD PLAN D86B	EA.	1
(17)	INSTALL TRASH RACK (INCLINED) PER APWA STD DWG NO. 361	EA.	1
(18)	CONSTRUCT INLET TYPE X PER RCFC & WCD STD DWG NO. CB108	EA.	1
(19)	CONSTRUCT INTERIM INLET RISER SEE DETAIL HEREON	EA.	1
(20)	CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B	EA.	6
(21)	REMOVE EXISTING TIMBER BULKHEAD AND JOIN EXISTING RCB	EA.	1
(22)	CONSTRUCT BOX CULVERT WARPED WINGWALLS PER CALTRANS STD PLAN D86A	EA.	1
(23)	CONSTRUCT HEADWALL WING-TYPE PER SAN BERNARDINO COUNTY ROAD DEPARTMENT STD PLAN NO. 209	EA.	1
(24)	CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803	EA.	2
(25)	INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2	SF	5,768
(26)	REMOVE EXISTING CMP STORM DRAIN AND RISER AND JOIN EXISTING STORM DRAIN	LS	1



GRATE ASSEMBLY DETAIL



NOTES:
1. C.M.P RISER AND GRATE SHALL BE GALVANIZED

(19) INLET RISER @ INTERIM SEDIMENT BASIN "A"
NTS

NOTE:
RISER AND OUTLET PIPE FOR SEDIMENT BASIN "A" WILL CONVEY 100-YR PEAK FLOW AND WILL BE USED AS SECONDARY OVERFLOW. FOR SECONDARY OVERFLOW, PEAK FLOW WILL BE 2 X 100-YR PEAK FLOW.

CAST-IN-PLACE CONCRETE PIPE REQUIREMENTS

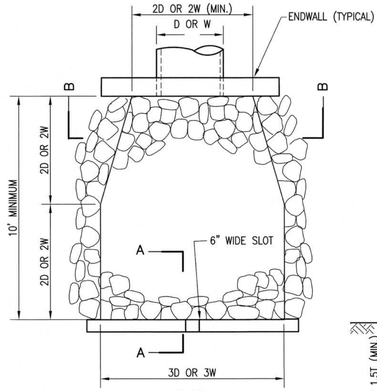
(OPTION, IN-LIEU OF RCP)

1. CIPP SHALL ONLY BE USED WHERE SHOWN ON THE DRAWINGS AND APPROVED BY THE AGENCY RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT.
2. A GEOTECHNICAL INVESTIGATION REPORT SHALL BE PREPARED AND TRANSMITTED TO THE APPROVING AGENCY AT THE TIME THE DRAWINGS ARE INITIALLY SUBMITTED FOR REVIEW. THE REPORT SHALL BE PREPARED BY A LICENSED CIVIL OR GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA, AND SHALL ADDRESS, BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING ISSUES:
   a. TRENCH WALL STABILITY
      A TRENCH STABILITY ANALYSIS SHALL BE PREPARED. SLOUGHING AND OVERALL TRENCH STABILITY AS IT PERTAINS TO THE CONSTRUCTION OF CIPP SHALL BE ADDRESSED.
   b. EXISTENCE OF GROUNDWATER
      IF GROUNDWATER IS PRESENT, THE REPORT SHALL SPECIFY APPROPRIATE MITIGATION MEASURES.
   c. EXISTENCE OF EXPANSIVE SOILS
      CIPP SHALL NOT BE USED IF EXPANSIVE SOILS ARE PRESENT.
   d. CORROSION POTENTIAL
      A CHEMICAL ANALYSIS OF THE SOIL SAMPLES SHALL BE MADE TO DETERMINE SULFATE CONCENTRATIONS. A RECOMMENDATION WITH RESPECT TO CEMENT "TYPE" SHALL BE MADE.
   e. OVERALL FEASIBILITY OF CONSTRUCTING CIPP
3. FOR STRUCTURAL DESIGN PURPOSES, THE PIPE SHALL BE DESIGNED FLOWING NO MORE THAN JUST FULL UNLESS STRUCTURAL CALCULATIONS ARE SUBMITTED SHOWING THAT THE PIPE CAN SAFELY SUSTAIN THE PROPOSED HYDROSTATIC HEAD.
4. DESIGN FLOW VELOCITIES GREATER THAN 20 ft./sec. WILL NOT BE ALLOWED UNLESS AN EXCEPTION IS GRANTED BY THE ENGINEER.
5. A MINIMUM 6 SACK PER CUBIC YARD DESIGN MIX SHALL BE USED AND THE COMPRESSIVE STRENGTH OF THE CONCRETE (fc) AT 28 DAYS SHALL BE AT LEAST 4000 PSI; THE MODULES OF RUPTURE SHALL BE AT LEAST 550 psi. FOR VELOCITIES GREATER THAN 10 ft./sec. BUT NOT GREATER THAN 20 ft./sec. THE COMPRESSIVE STRENGTH SHALL BE 5000 PSI. COMPRESSIVE STRENGTHS SHALL BE NOTED ON THE DRAWINGS.
6. PIPE WALL THICKNESS FOR FLOWS HAVING VELOCITIES EQUAL TO OR LESS THAN 10 ft./sec. SHALL COMPLY WITH THE REQUIREMENTS AS SET FORTH IN THE STANDARD SPECIFICATIONS. FOR VELOCITIES GREATER THAN 10 ft./sec. BUT NOT MORE THAN 20 ft./sec. A 140 DEGREE SEGMENT OF INVERT SHALL BE THICKENED 2 INCHES IN WALL THICKNESS AS "SACRIFICIAL CONCRETE". INCREASES IN STANDARD WALL THICKNESS SHALL BE NOTED ON THE DRAWINGS.
7. THE MINIMUM FINISHED COVER OVER THE PIPE SHALL BE 2 FEET.
8. THE MINIMUM PIPE SLOPE SHALL BE 0.003
9. CIPP, WHICH IS TO BE MAINTAINED BY THE CITY OF BANNING, SHALL NOT BE PLACED EXCEPT IN THE PRESENCE OF THE ENGINEER.
10. WHEN CIPP IS SPECIFIED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPE, A NOTE SHALL BE ADDED TO THE CONSTRUCTION DRAWINGS STATING THAT TRANSITION STRUCTURE NO. 3 SHALL REPLACE JUNCTION STRUCTURE NO. 2 WHEN CIPP IS USED. NO CHANGES NEED BE MADE FOR JUNCTION STRUCTURE NO. 4.
11. CIPP SHALL NOT HAVE CURVE RADII LESS THAN SHOWN HERE.

PIPE SIZE	RADIUS*
30 IN.	45 ft.
36 IN.	45 ft.
42 IN.	45 ft.
48 IN.	60 ft.
54 IN.	60 ft.
60 IN.	60 ft.
66 IN.	60 ft.
72 IN.	60 ft.
78 IN.	90 ft.
84 IN.	120 ft.
96 IN.	150 ft.
120 IN.	160 ft.

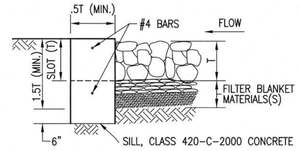
* THESE VALUES MAY BE REDUCED BY 25% FOR CURVES WITH INCLUDED ANGLES OF LESS THAN 25 DEGREES.

NOTE:
CIPP SPECIFIED HEREON AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPE

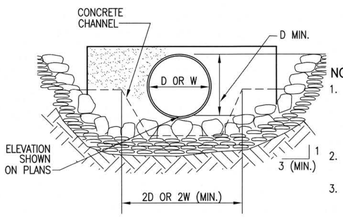


PLAN

D = PIPE DIAMETER ø
W = BOTTOM WIDTH OF CHANNEL



SECTION A-A



SECTION B-B

NOTES
1. PLANS SHALL SPECIFY:
   (A) ROCK CLASS AND RIP-RAP THICKNESS (T). T SHALL BE AT LEAST 1.5 TIMES THE NOMINAL EQUIVALENT DIAMETER OF STONE (d_{50}) OF THE SPECIFIED RIP-RAP.
   (B) FILTER BLANKET MATERIAL, NUMBER OF LAYERS AND THICKNESS.
2. RIP-RAP SHALL BE EITHER QUARRY STONE OR BROKEN CONCRETE (IF SHOWN ON PLANS). COBBLES ARE NOT ACCEPTABLE.
3. RIP-RAP SHALL BE PLACED OVER FILTER BLANKET MATERIAL, WHICH MAY BE EITHER GRANULAR MATERIAL OR NON-WOVEN GEOTEXTILE FILTER FABRIC; MATERIAL AT WEIGHT SPECIFIED IN PLANS OR SPECIFICATIONS.
4. SEE TABLE 200-1.7 IN THE SAN DIEGO REGIONAL SUPPLEMENT TO GREENBOOK FOR SELECTION OF FILTER BLANKET.
5. RIP-RAP ENERGY DISSIPATERS SHALL BE DESIGNATED AS EITHER TYPE 1 OR TYPE 2. TYPE 1 SHALL BE WITH CONCRETE SILL; TYPE 2 SHALL BE WITHOUT SILL.

(25) ROCK RIP-RAP DETAIL
(SIZE PER PLAN)
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/24/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/9/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
CONSTRUCTION NOTES, QUANTITIES ESTIMATES AND DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

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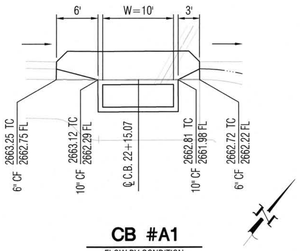

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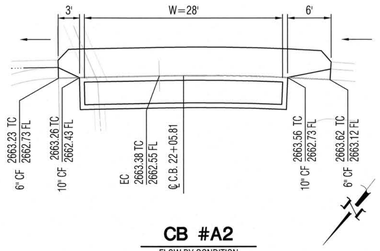

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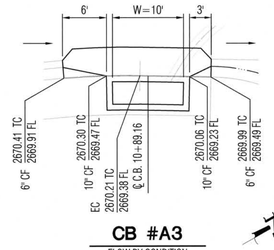

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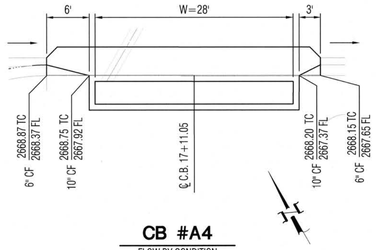

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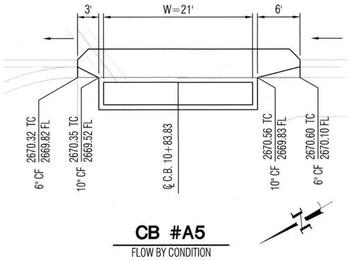

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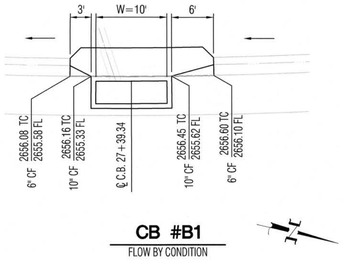

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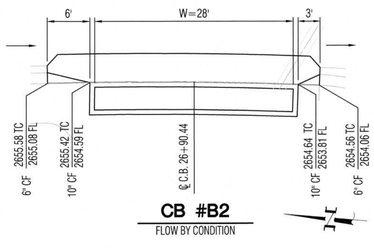

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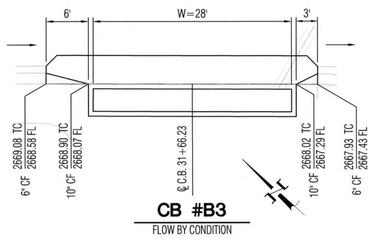

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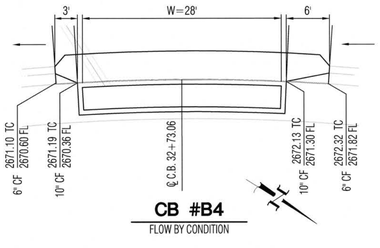

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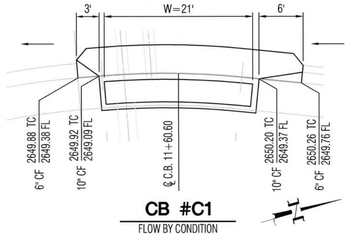

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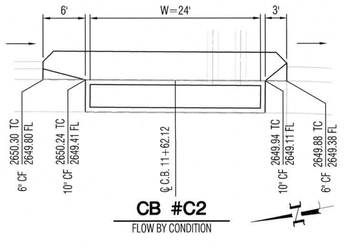

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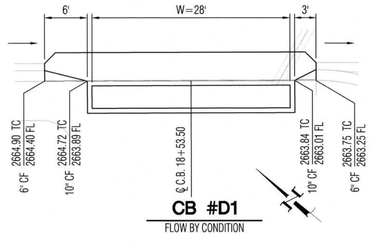

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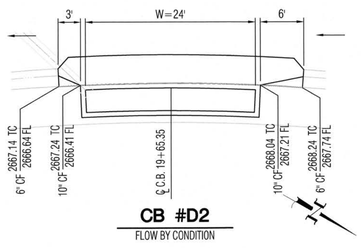

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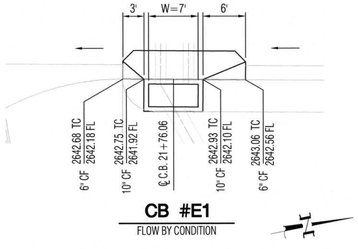

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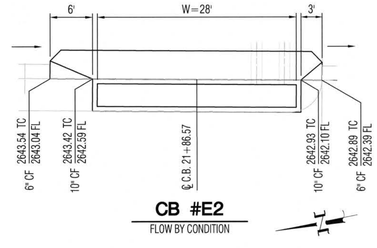

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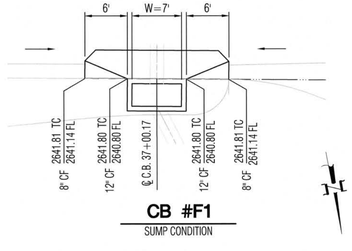

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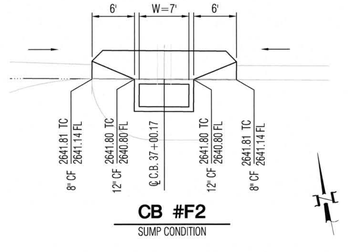
SUMP CONDITION



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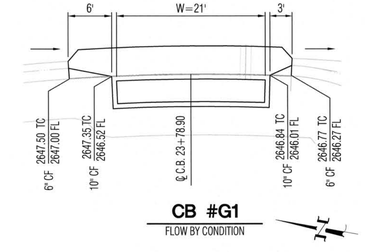

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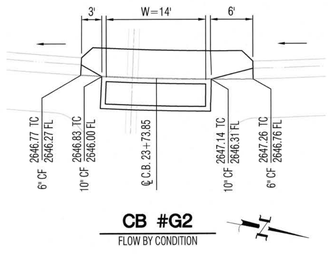

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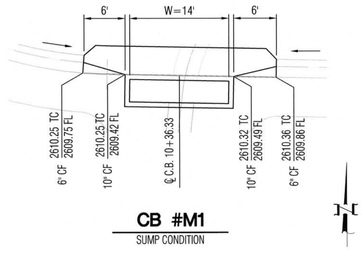

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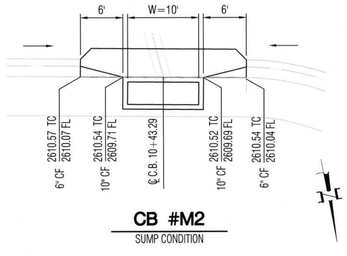

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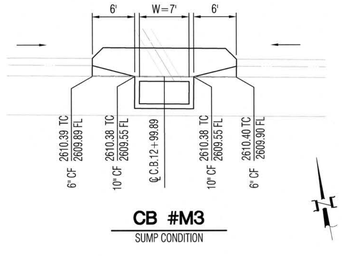

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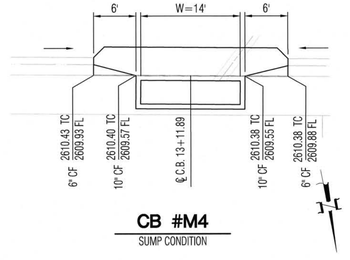

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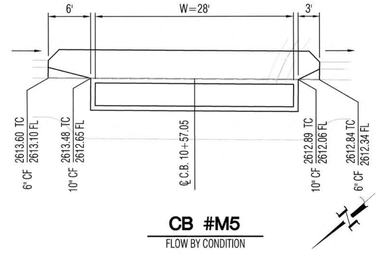

CB #M5
FLOW BY CONDITION

LOCAL DEPRESSION DETAILS

SCALE: 1"=10'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/3/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 2-Y
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/13/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
LOCAL DEPRESSION DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

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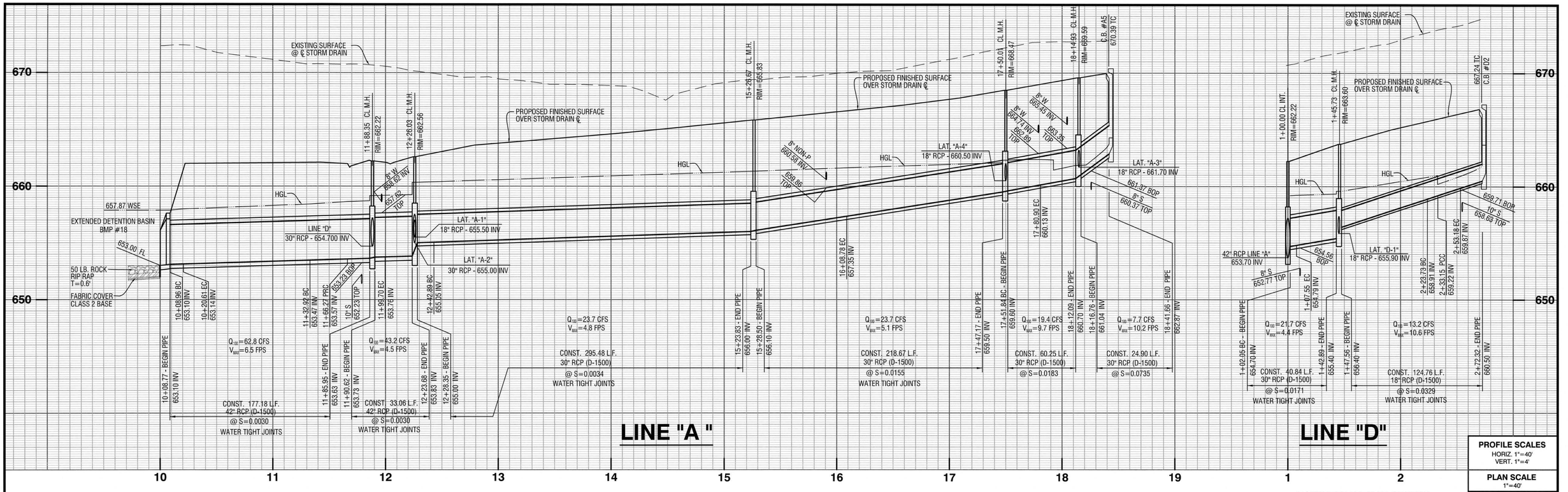
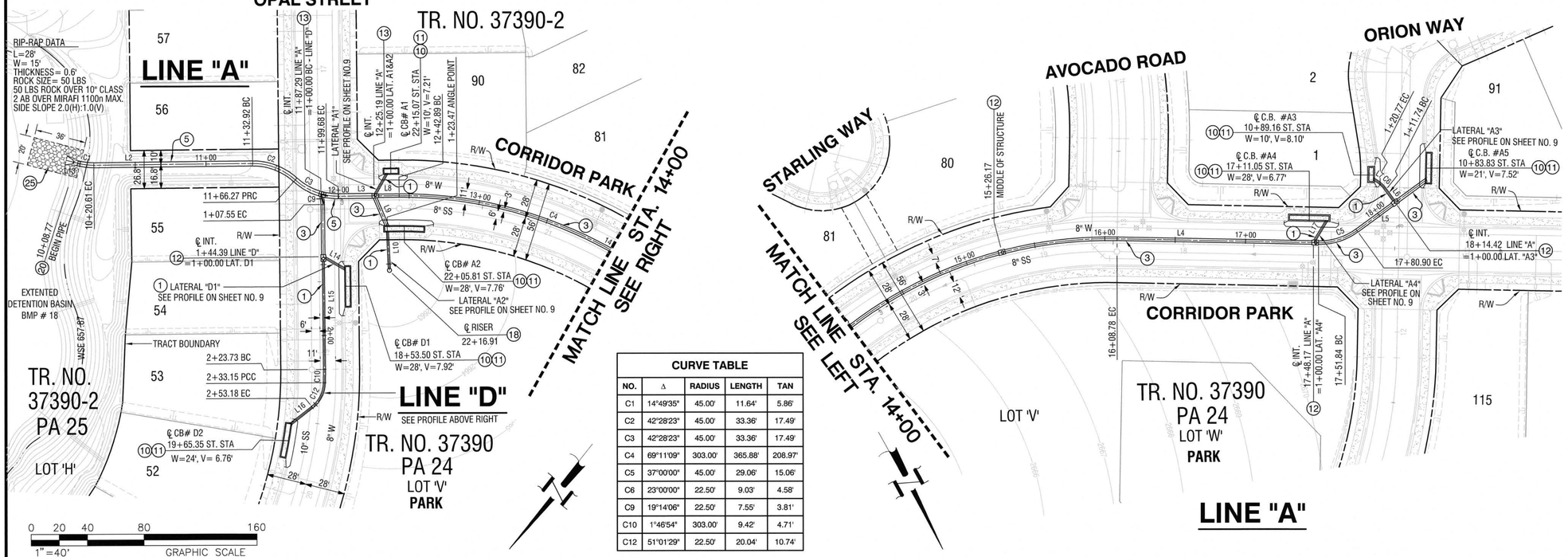


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
5. CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
18. CONSTRUCT INLET TYPE X PER RCFC & WCD STD DWG NO. CB108
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

CURVE TABLE

NO.	Δ	RADIUS	LENGTH	TAN
C1	14°49'35"	45.00'	11.64'	5.86'
C2	42°28'23"	45.00'	33.36'	17.49'
C3	42°28'23"	45.00'	33.36'	17.49'
C4	69°11'09"	303.00'	365.88'	208.97'
C5	37°00'00"	45.00'	29.06'	15.06'
C6	23°00'00"	22.50'	9.03'	4.58'
C9	19°14'06"	22.50'	7.55'	3.81'
C10	1°46'54"	303.00'	9.42'	4.71'
C12	51°01'29"	22.50'	20.04'	10.74'

COURSE DATA

NO.	BEARING	LENGTH
L2	N 50°50'22" E	112.31'
L3	N 50°50'22" E	43.26'
L4	N 59°58'29" W	143.06'
L5	N 83°01'31" E	60.76'
L6	N 6°58'29" W	11.74'
L7	N 29°58'29" W	2.27'
L8	N 9°09'38" W	18.09'
L9	N 61°45'33" W	23.47'
L10	N 41°29'05" W	31.00'
L13	S 65°58'58" W	0.19'
L14	N 80°50'22" E	18.09'
L15	N 39°09'38" W	116.17'
L16	S 13°38'45" W	19.14'
L17	S 60°01'31" W	18.28'

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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21 SENIOR CIVIL ENGINEER — DATE 6/22/20
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20?? PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 7/1/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
STORM DRAIN LINE "A" AND "D"

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

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MDS File: 89406-SD SHT-04.dwg
Plot Scale: 0.386863 Dwg Scale: ----
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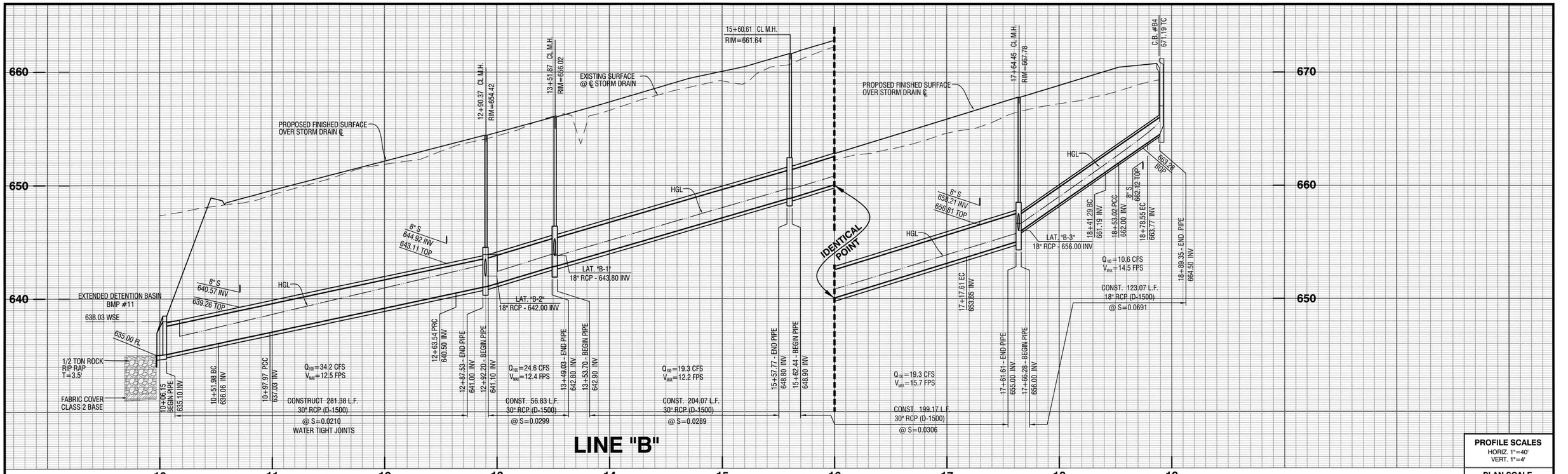
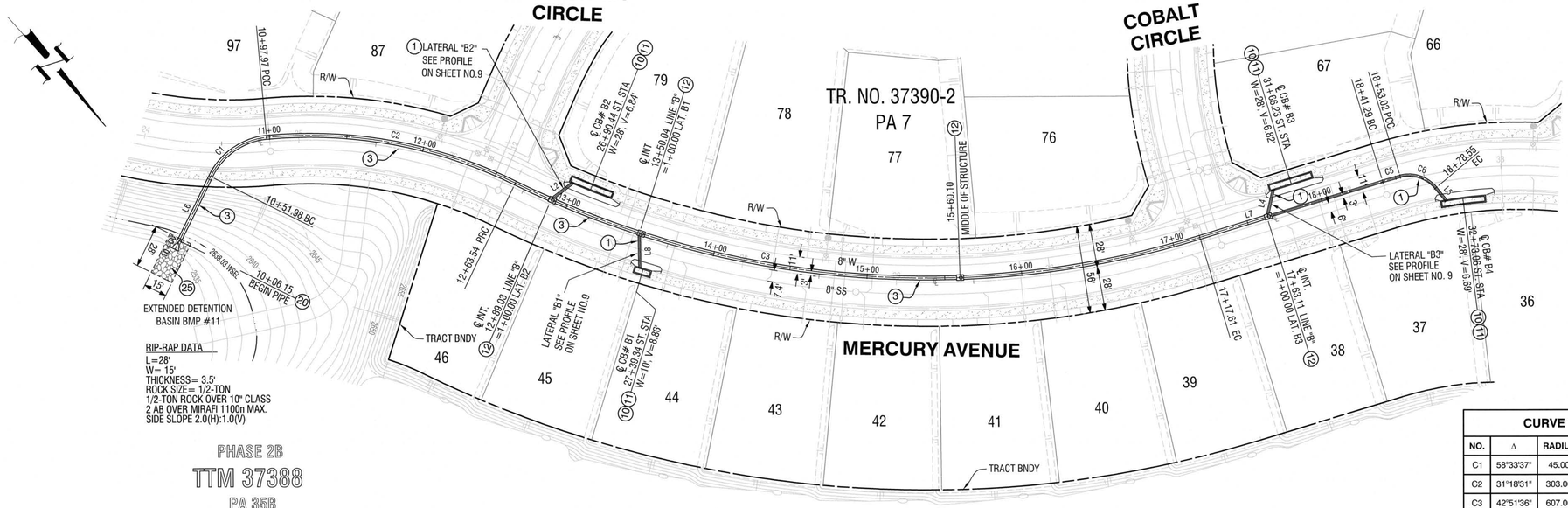
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN



LINE "B"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE "B"

0 20 40 80 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

CURVE TABLE

NO.	Δ	RADIUS	LENGTH	TAN
C1	58°33'37"	45.00'	45.99'	25.23'
C2	31°18'31"	303.00'	165.57'	84.91'
C3	42°51'36"	607.00'	454.07'	238.25'
C5	2°13'09"	303.00'	11.74'	5.87'
C6	65°00'36"	22.50'	25.53'	14.34'

COURSE DATA

NO.	BEARING	LENGTH
L2	N 62°13'54" W	18.02'
L4	N 78°09'19" E	18.09'
L5	N 25°23'04" E	10.79'
L6	N 88°51'12" W	45.83'
L7	S 41°50'41" E	123.68'
L8	N 64°23'44" E	22.80'

Call before you Dig
Avoid cutting underground utility lines, it's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
6/5/2020 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/4/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/7/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
STORM DRAIN LINE "B"

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

MDS Proj. Data: I:\80400\ENGINEERING\Plans\StDrain
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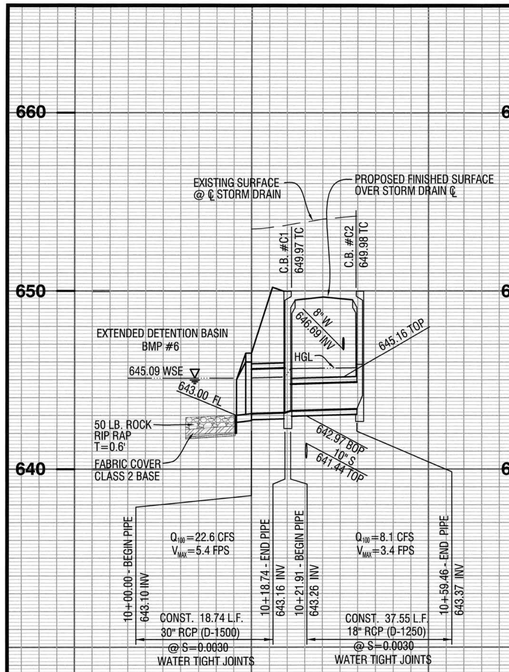
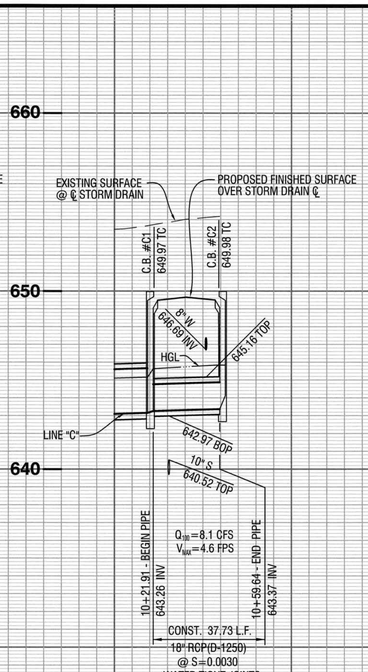
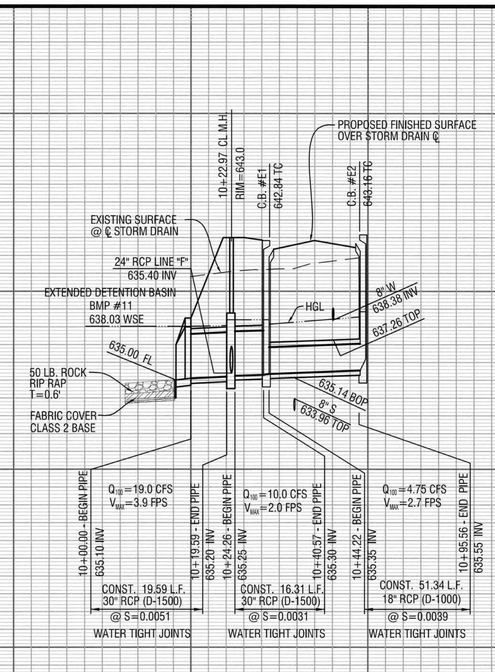
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN



LINE "C"



LAT "C-1"



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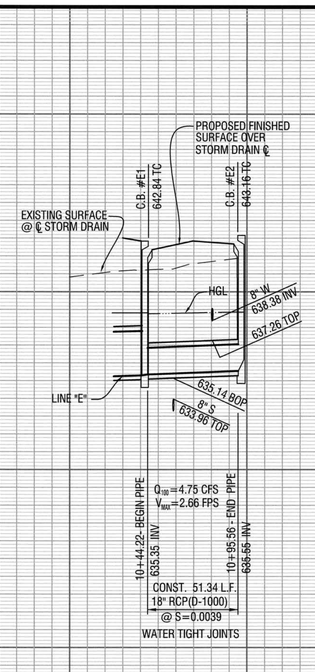
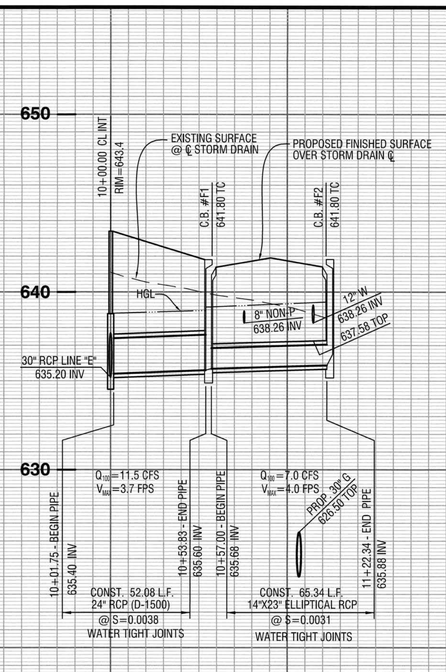


LAT "E-1"

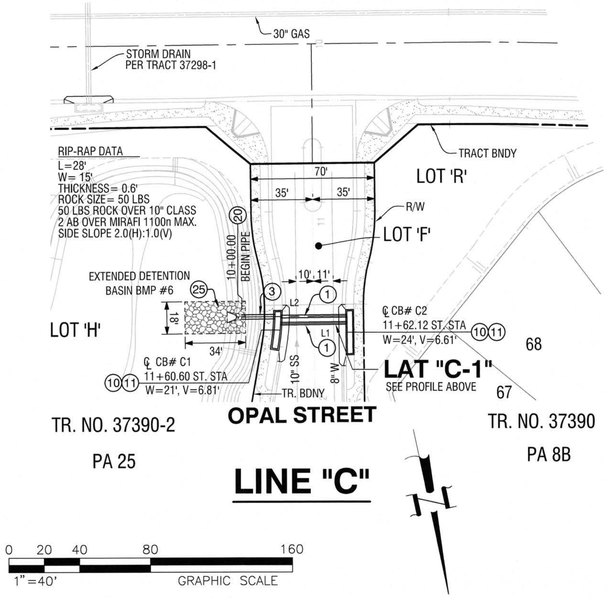


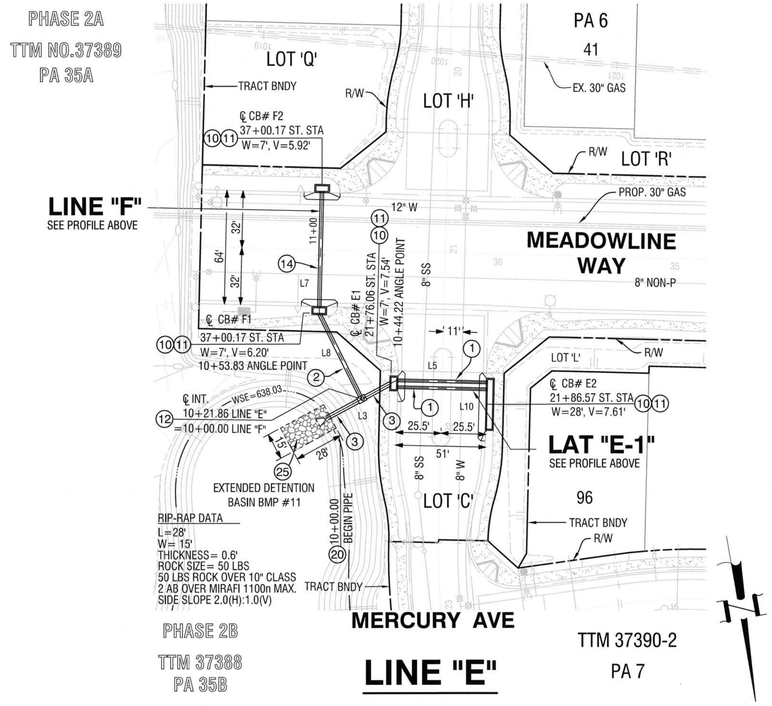
LINE "F"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TR. NO. 37390-1





COURSE DATA		
#	BEARING	DISTANCE
L1	S78° 36' 10"E	37.73'
L2	S78° 36' 00"E	59.46'
L3	S71° 36' 40"W	44.22'
L5	N78° 36' 10"W	51.34'
L7	S11° 23' 50"W	68.51'
L8	S16° 23' 20"E	53.83'
L10	S78° 36' 10"E	51.34'

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
14. CONSTRUCT 14"X23" ELLIPTICAL RCP
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
1/9/2020 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

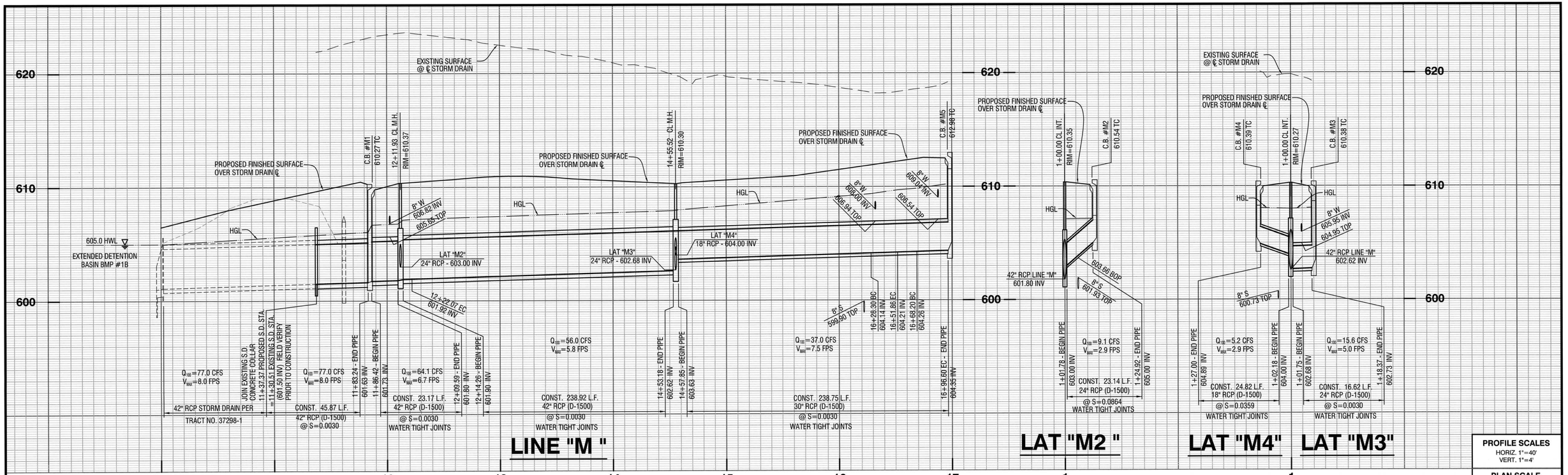
CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 2.
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/9/20 DATE

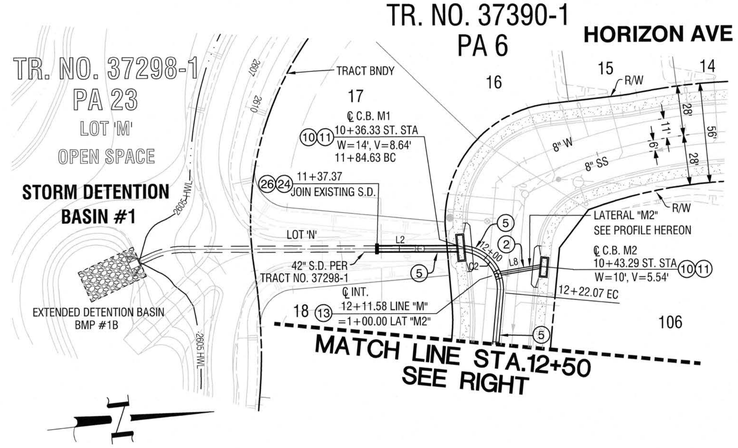
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN LINE "C" , "E" , "F" AND LAT "C-1" AND "E-1"

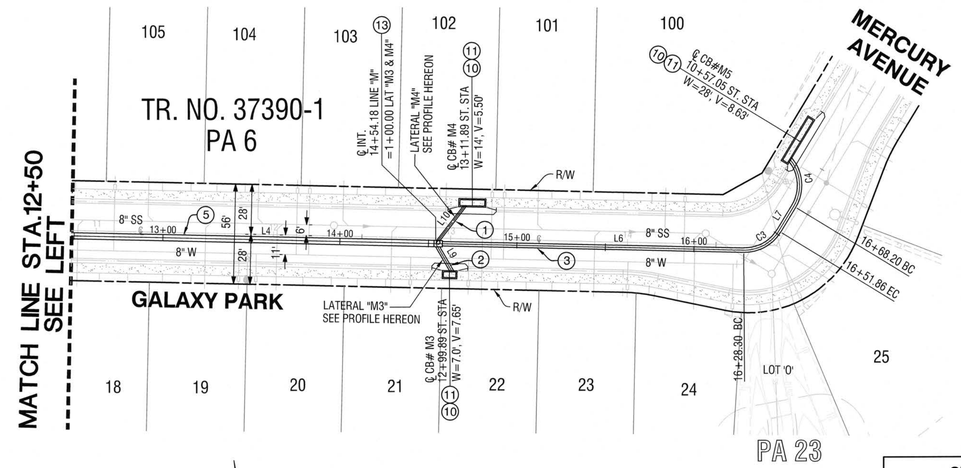
W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

MDS Proj. Data: I:\89400\ENGINEERING\Plans\StDrain Created: 05.12.2020 01:33:41 PM Author:---- Last Edit: 06.08.2020 11:36:39 AM By: Station166
MDS File: 89406-SD SHT-06.dwg Plot Scale: 0.386863 Dwg Scale: ---- Plot Date: 06.08.2020 1:36:36 PM By: Station166

TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN







CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
5. CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)
6. CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
24. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803
26. REMOVE EXISTING RISER AND JOIN EXISTING STORM DRAIN

CURVE TABLE

NO.	Δ	RADIUS	LENGTH	TAN
C2	95°20'38"	22.50'	37.44'	24.70'
C3	60°00'00"	22.50'	23.56'	12.99'
C4	72°19'43"	22.50'	28.40'	16.45'

COURSE DATA

NO.	BEARING	LENGTH
L2	N 6°03'15" E	47.26'
L4	S 78°36'07" E	231.11'
L6	S 78°36'07" E	170.45'
L7	N 41°23'53" E	16.34'
L8	N 3°36'07" W	24.92'
L9	S 20°03'01" E	18.37'
L10	N 48°01'07" E	27.00'

LINE "M"

0 20 40 80 160
1" =40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/22/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/7/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
STORM DRAIN LINE "M"

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

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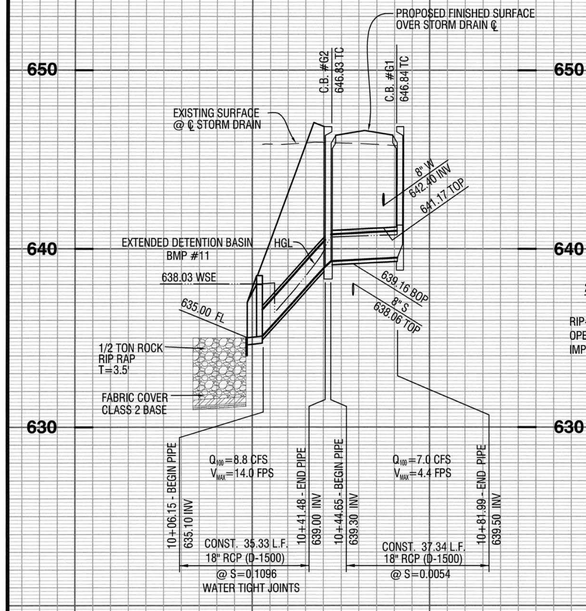
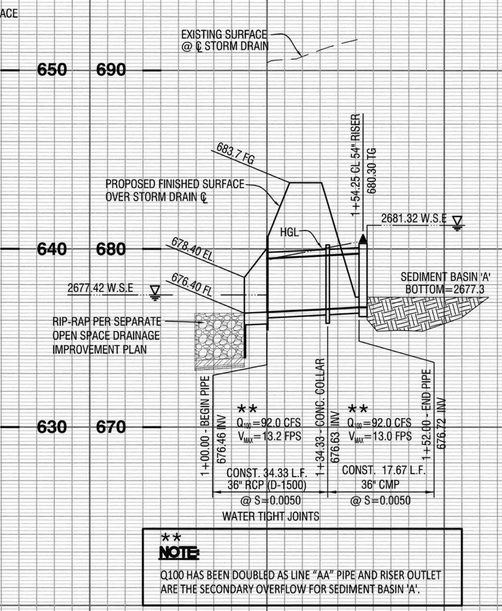
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

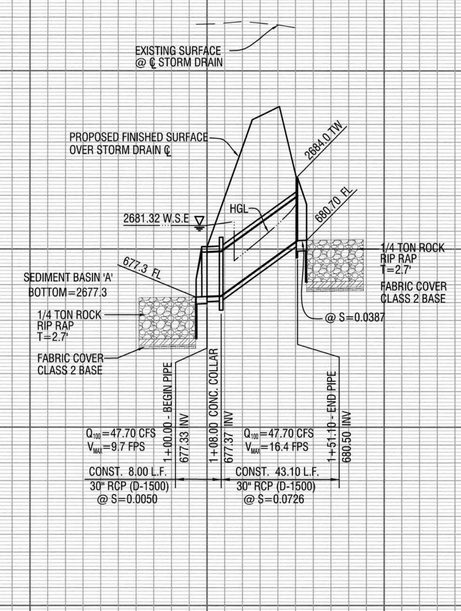


LINE "G"

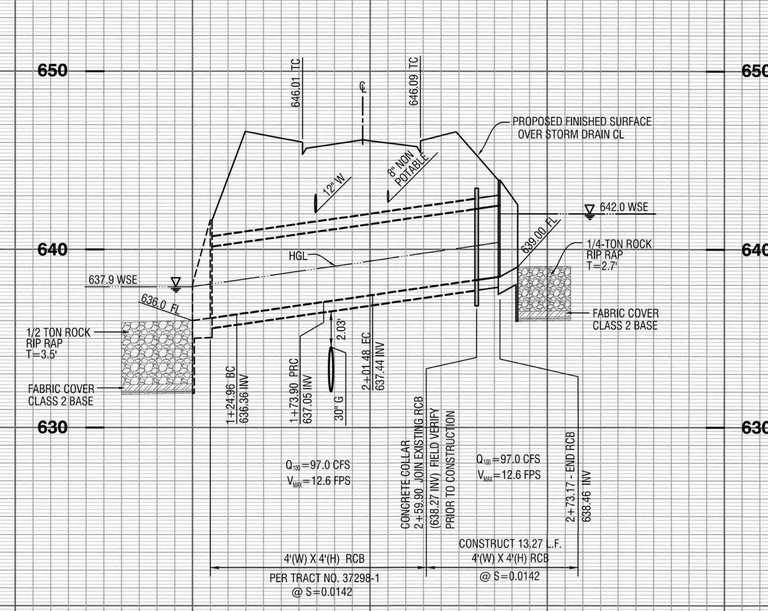


LINE "AA"

NOTE:
Q100 HAS BEEN DOUBLED AS LINE "AA" PIPE AND RISER OUTLET ARE THE SECONDARY OVERFLOW FOR SEDIMENT BASIN 'A'.

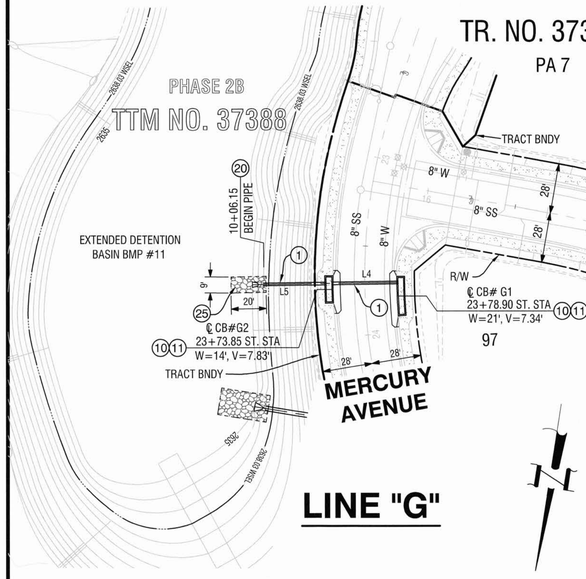


LINE "BB"

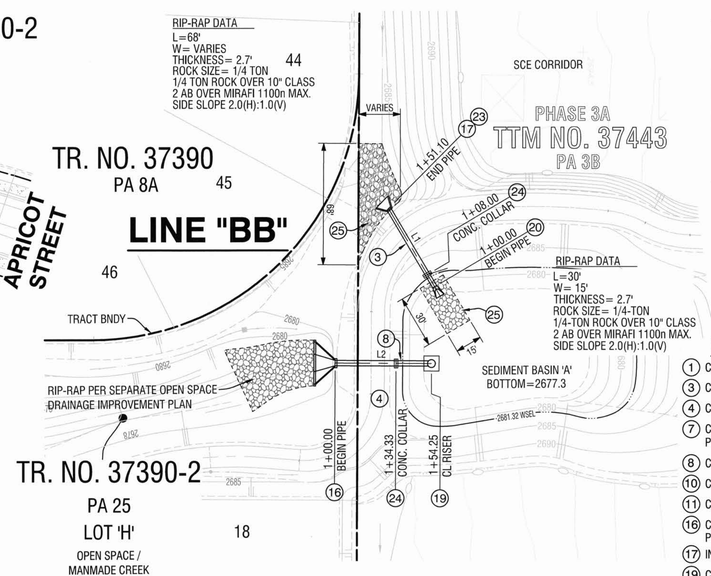


CULVERT "L"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



LINE "G"

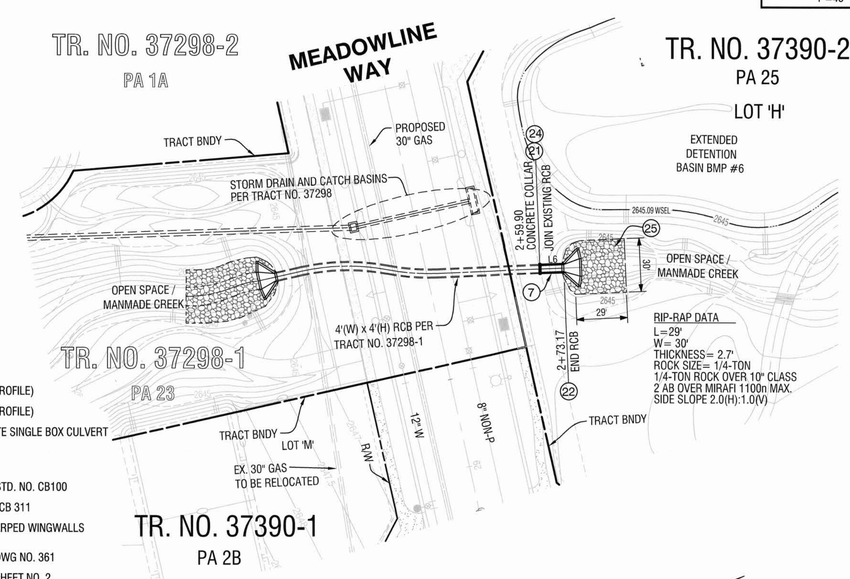


LINE "AA"

COURSE DATA		
NO.	BEARING	LENGTH
L1	N 59°25'13" E	51.10'
L2	N 0°18'10" E	52.00'
L4	N 81°11'14" E	37.34'
L5	N 81°11'53" E	35.33'
L6	N 21°35'38" E	13.27'

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
4. CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
7. CONSTRUCT CAST-IN-PLACE REINFORCED CONCRETE SINGLE BOX CULVERT PER CALTRAN STD. PLAN D81
8. CONSTRUCT INTERIM 36" CMP STORM DRAIN
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311
16. CONSTRUCT PIPE HEADWALLS, ENDWALLS AND WARPED WINGWALLS PER CALTRANS STD PLAN D86B
17. INSTALL TRASH RACK (INCLINED) PER APWA STD DWG NO. 361
19. CONSTRUCT INTERIM INLET RISER PER DETAIL ON SHEET NO. 2
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRANS STD PLAN D94B
21. REMOVE EXISTING TIMBER BULKHEAD AND JOIN EXISTING RCB
22. CONSTRUCT BOX CULVERT WARPED WINGWALLS PER CALTRANS STD PLAN D86A
23. CONSTRUCT HEADWALL WING-TYPE PER SAN BERNARDINO COUNTY ROAD DEPARTMENT STD PLAN NO. 209
24. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO.2



CULVERT "L"

NOTE:
RISER AND OUTLET PIPE FOR SEDIMENT BASIN "A" WILL CONVEY 100-YR PEAK FLOW AND WILL BE USED AS SECONDARY OVERFLOW. FOR SECONDARY OVERFLOW, PEAK FLOW WILL BE 2 X 100-YR PEAK FLOW.

0 20 40 80 160
1"=40' GRAPHIC SCALE

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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 1/8/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/30/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 2 2
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/1/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN LINE "AA", "BB", "G" AND CULVERT "L"

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

MDS Proj. Data: I:\89400\ENGINEERING\Plans\StDrain
Created: 06.08.2020 08:53:41 AM Author:----
Last Edit: 06.08.2020 11:44:50 AM By: Station166
MDS File: 89406-SD SHT-08.dwg
Plot Scale: 0.386863 Dwg Scale: ----
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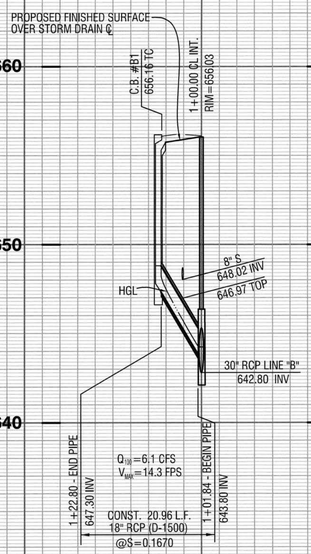
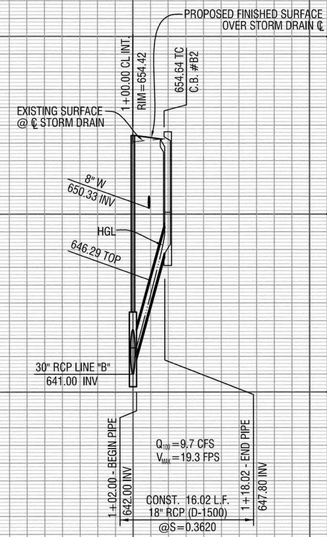
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN



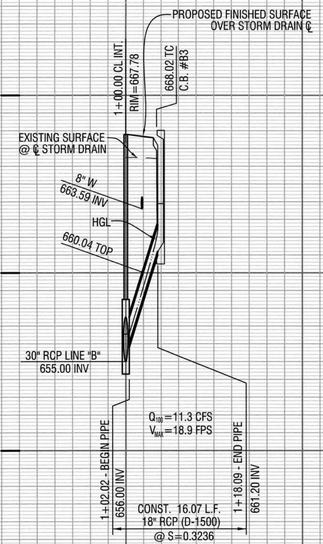
LAT "B1"

SEE SHEET NO. 5 FOR PLAN



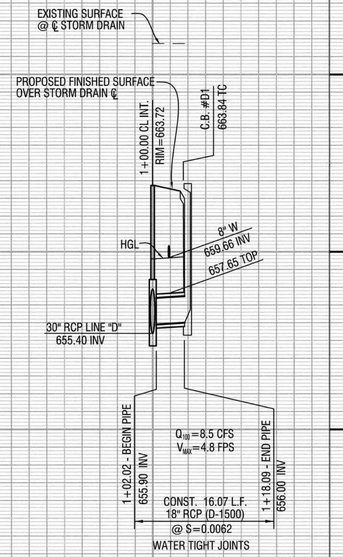
LAT "B2"

SEE SHEET NO. 5 FOR PLAN



LAT "B3"

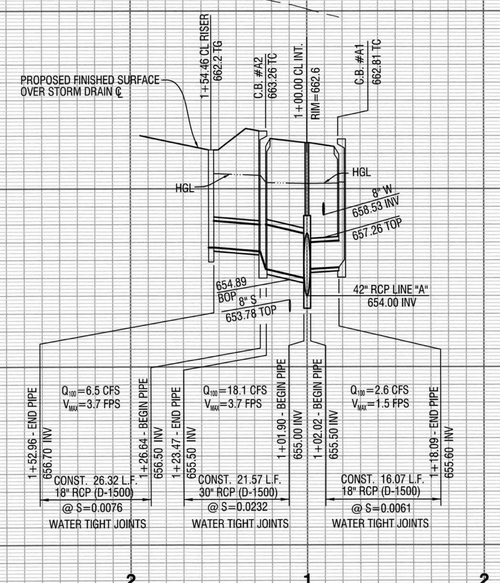
SEE SHEET NO. 5 FOR PLAN



LAT "D1"

SEE SHEET NO. 4 FOR PLAN

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

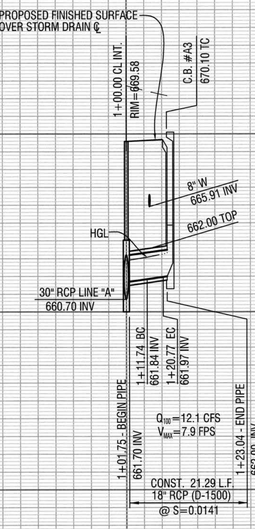


LAT "A2"

SEE SHEET NO. 4 FOR PLAN

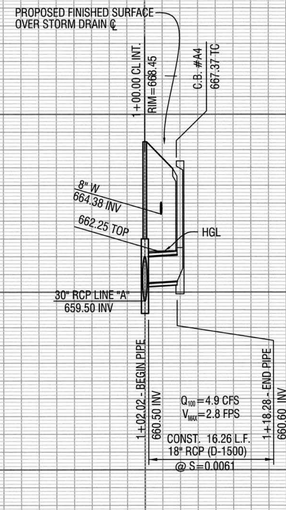
LAT "A1"

SEE SHEET NO. 4 FOR PLAN



LAT "A3"

SEE SHEET NO. 4 FOR PLAN



LAT "A4"

SEE SHEET NO. 4 FOR PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/8/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/7/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390, 37390-1, & 37390-2
LATERALS "A1","A2","A3","A4","B1","B2", "B3" AND "D1"

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390 STORM DRAIN IMPROVEMENT PLAN

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1
SEWER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(866) 417-1039
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 748-6649
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7926

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB.
ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

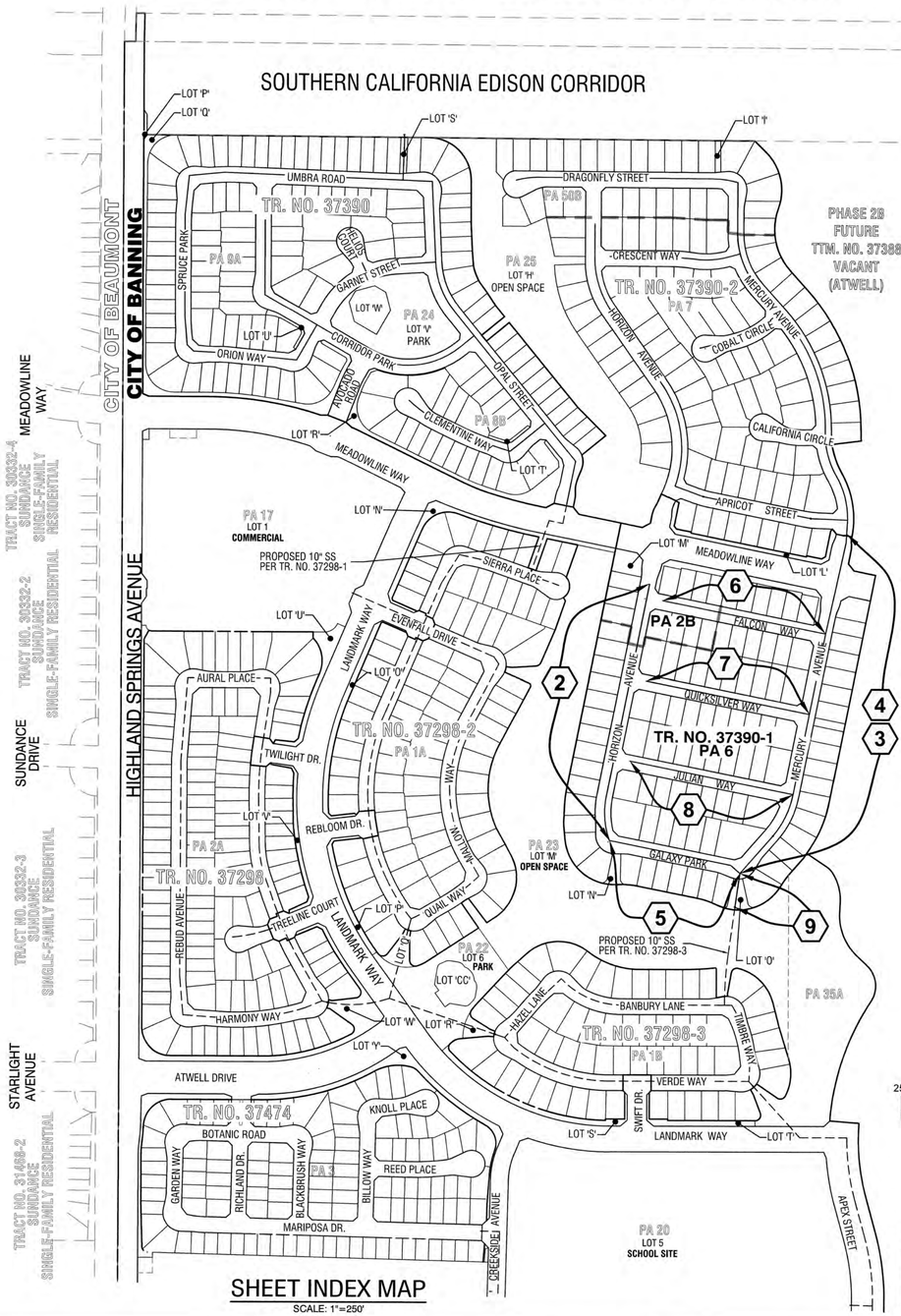
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

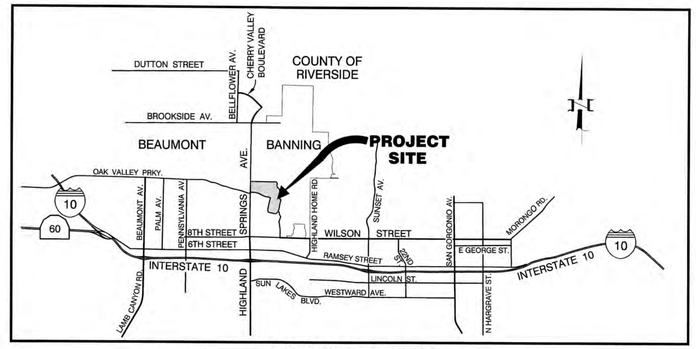
ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- 8" SS — SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS
- B.W — BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

OWNER/APPLICANT/DEVELOPER

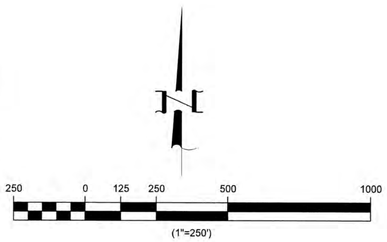
PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

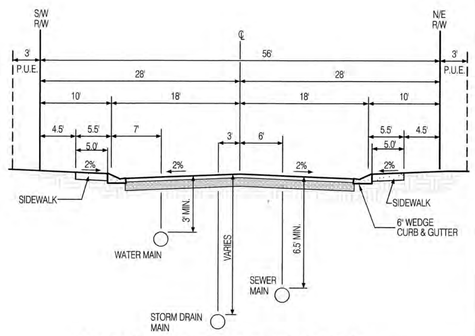
SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-9	SEWER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	4,091
2	INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	116
3	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3	EA	20
4	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9	LF	2,640
5	ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5	EA	20
6	REMOVE CAP AND JOIN 10" PVC SEWER PER TR. NO. 37298-3	EA	1
7	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	319
8	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE	LF	232
9	INSTALL TEMPORARY TERMINAL CLEAN-OUT PER CITY STD. DWG. NO. S-12	EA	1
10	INSTALL TEMPORARY WATER-TIGHT PLUG	EA	1
11	ADJUST TEMPORARY CLEAN-OUT COVER TO GRADE PER CITY STD. DWG. NO. S-5	EA	1
12	REMOVE WATER TIGHT PLUG	EA	1



RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
3/19/2020



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
3/2/20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Progressive Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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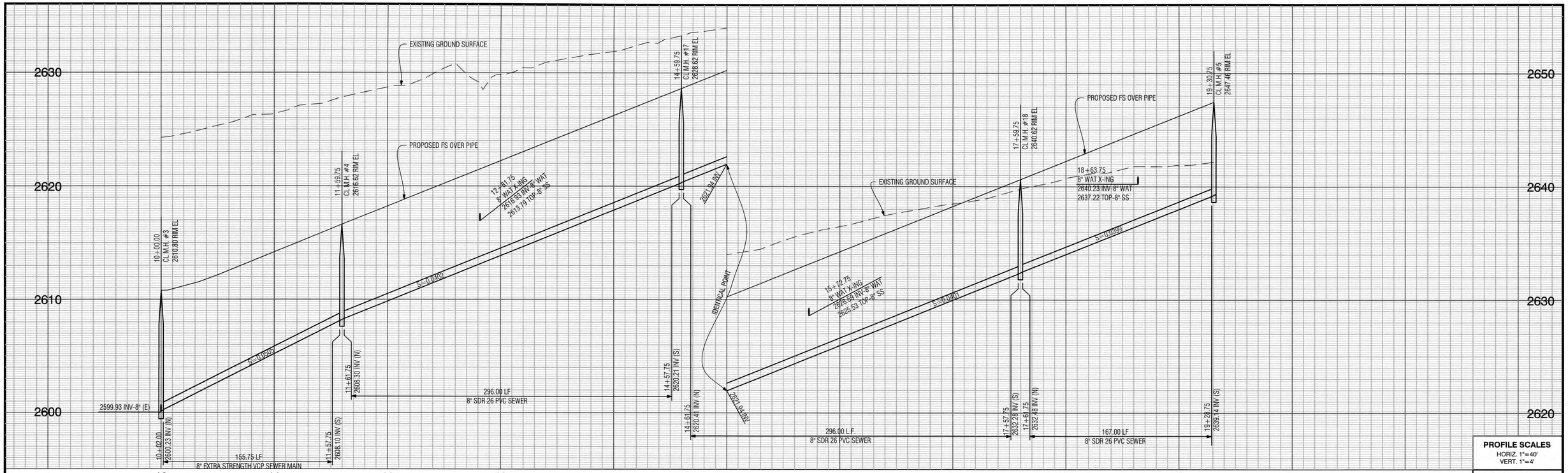
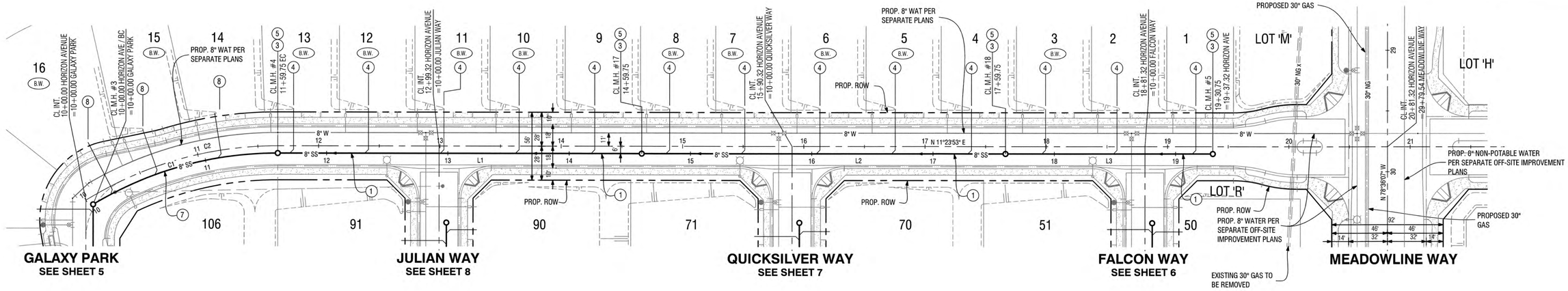


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

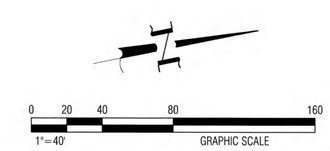
PLAN SCALE
1"=40'



TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
1	2650.0	2647.46	5	
2	2647.6	2647.46	5	
3	2645.1	2647.46	5	X
4	2642.7	2640.62	18	
5	2640.2	2640.62	18	X
6	2637.7	2640.62	18	X
7	2635.2	2640.62	18	X
8	2632.7	2640.62	18	X

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
9	2630.3	2628.62	17	
10	2627.8	2628.62	17	X
11	2625.3	2628.62	17	X
12	2622.8	2628.62	17	X
13	2620.4	2628.62	17	X
14	2617.9	2616.62	4	
15	2615.6	2616.62	4	X
16	2613.8	2616.62	4	X

HORIZON AVENUE



SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
8. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	300.00'
L2	N 11°23'53" E	300.00'
L3	N 11°23'53" E	171.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	31°07'54"	294.00'	159.75'	81.90'
C2	31°34'44"	301.78'	166.33'	85.34'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
3/2/20 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/14/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
HORIZON AVENUE
STA 10+00.00 TO STA 19+30.75

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

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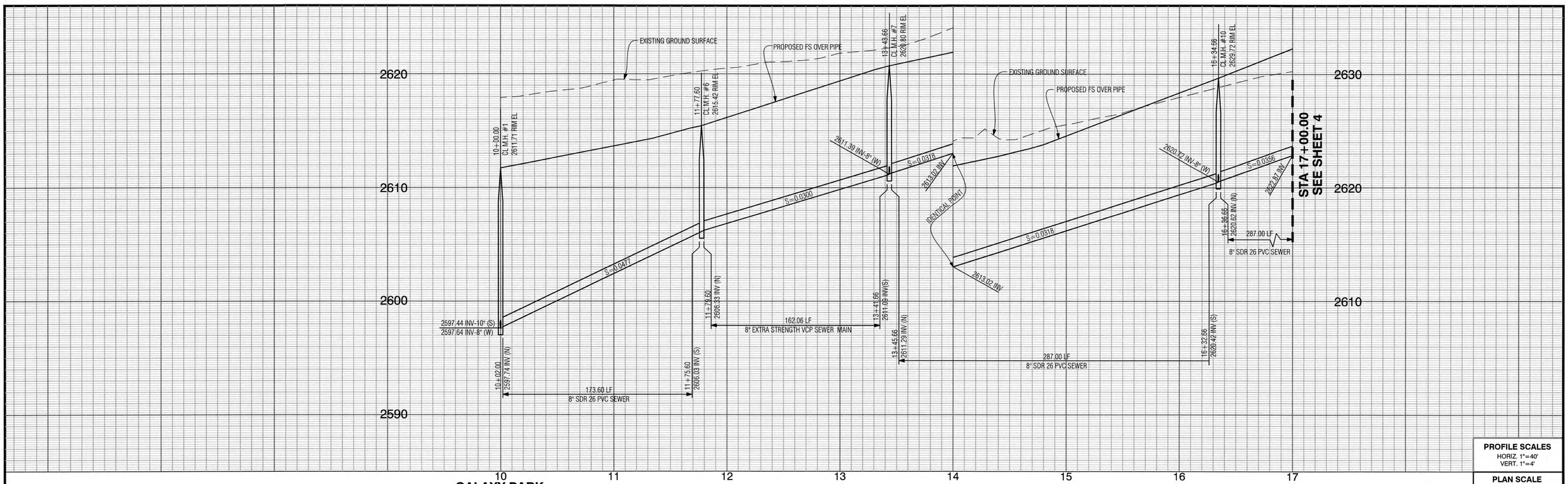
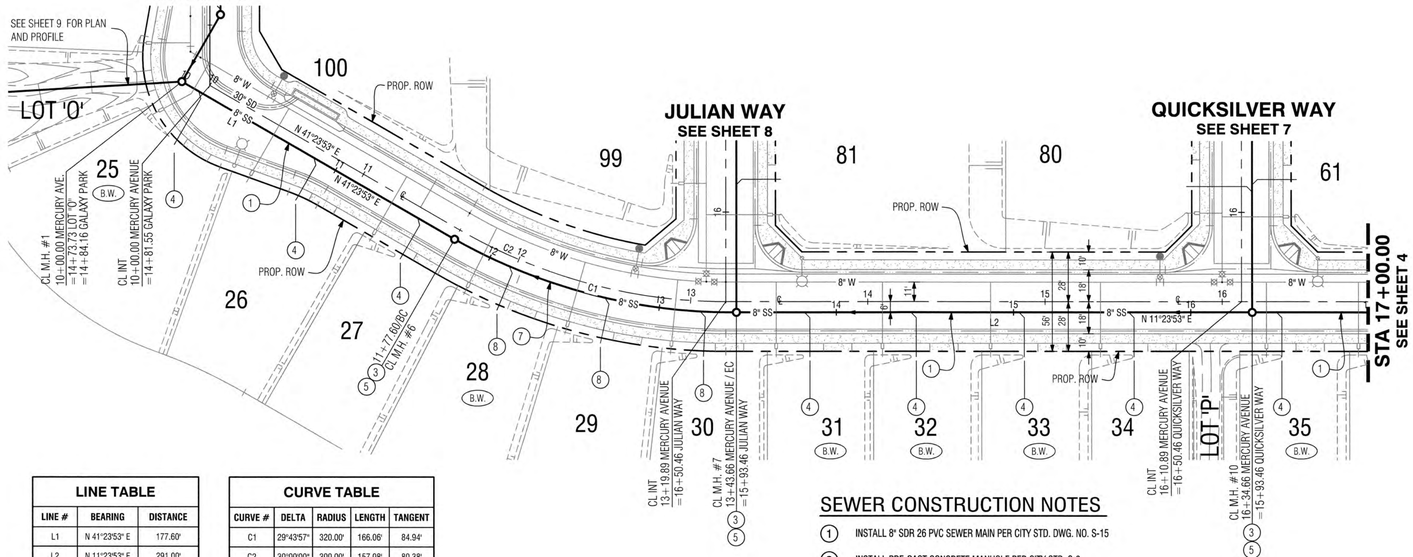
TRACT NO. 37390, SEWER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
25	2614.9	2615.42	6	X
26	2616.2	2615.42	6	
27	2617.7	2615.42	6	
28	2619.6	2620.80	7	X
29	2621.5	2620.80	7	
30	2623.1	2620.80	7	
31	2624.3	2629.72	10	X
32	2625.8	2629.72	10	X
33	2627.8	2629.72	10	X
34	2630.3	2629.72	10	
35	2633.6	2641.36	13	X

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 41°23'53" E	177.60'
L2	N 11°23'53" E	291.00'
L3	N 11°23'53" E	291.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	29°43'57"	320.00'	166.06'	84.94'
C2	30°00'00"	300.00'	157.08'	80.38'

MERCURY AVENUE

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
8. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
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PLANNERS ENGINEERS SURVEYORS

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2/12/20 DATE

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3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
10+00.00 TO 17+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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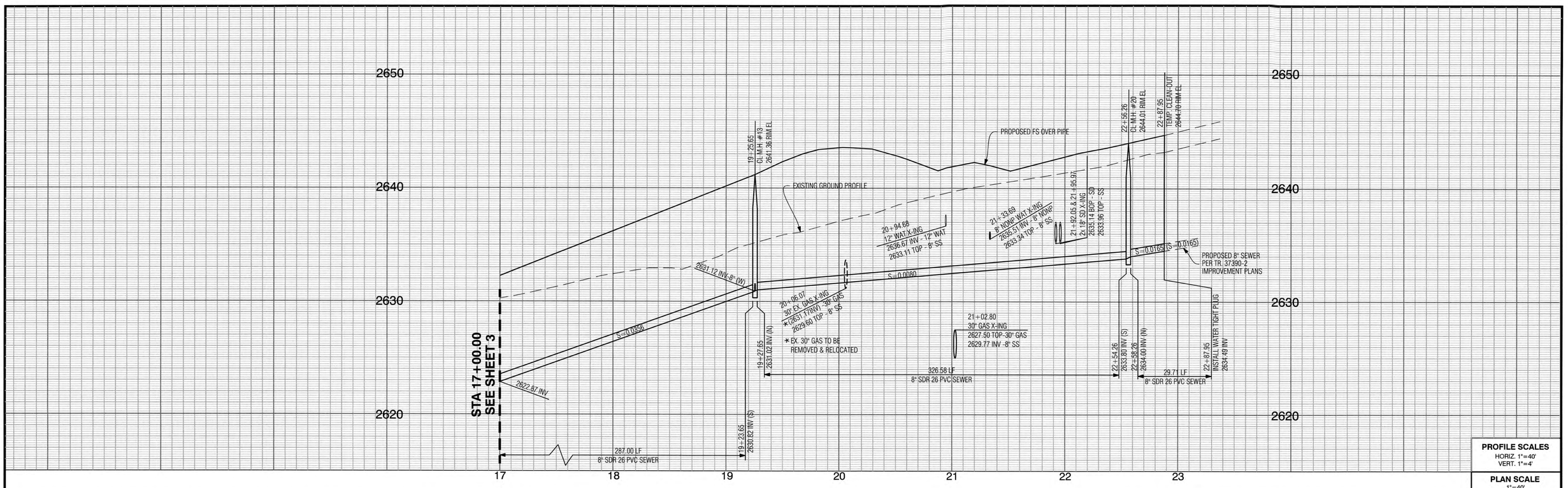


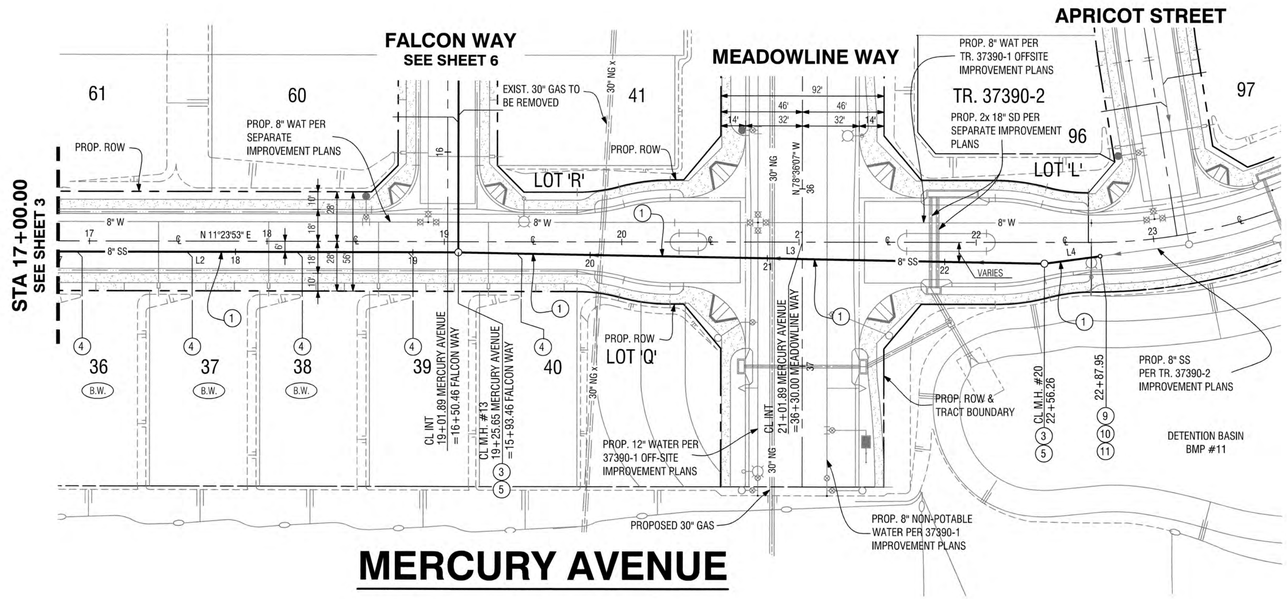
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
36	2636.1	2641.36	13	X
37	2638.5	2641.36	13	X
38	2641.0	2641.36	13	X
39	2643.5	2641.36	13	
40	2645.6	2644.01	20	

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
8. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE
9. INSTALL TEMPORARY TERMINAL CLEAN-OUT PER CITY STD. DWG. NO. S-12
10. INSTALL TEMPORARY WATER-TIGHT PLUG
11. ADJUST TEMPORARY CLEAN-OUT COVER TO GRADE PER CITY STD. DWG. NO. S-5
12. REMOVE WATER TIGHT PLUG



LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 11°23'53" E	291.00'
L3	N 12°26'17" E	330.58'
L4	N 3°42'56" E	31.71'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 7/2/20

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 3/31/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/4/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
17+00.00 TO 22+87.95

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

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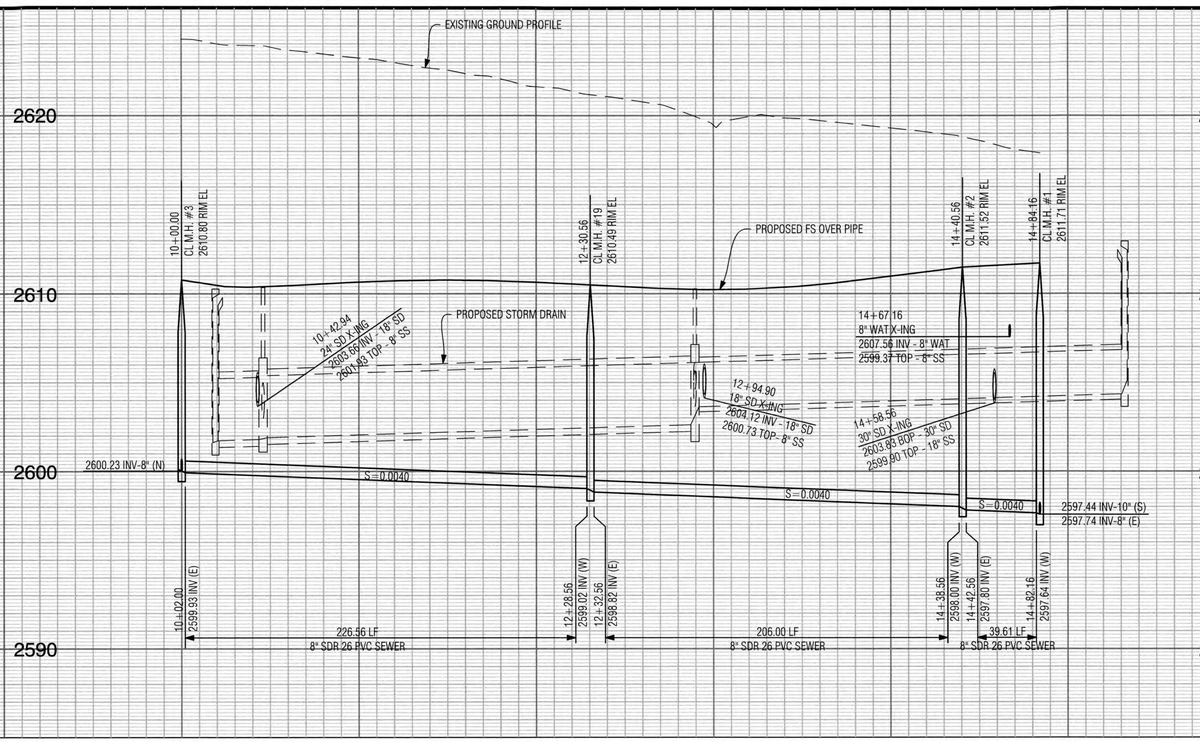
TRACT NO. 37390, SEWER IMPROVEMENT PLAN



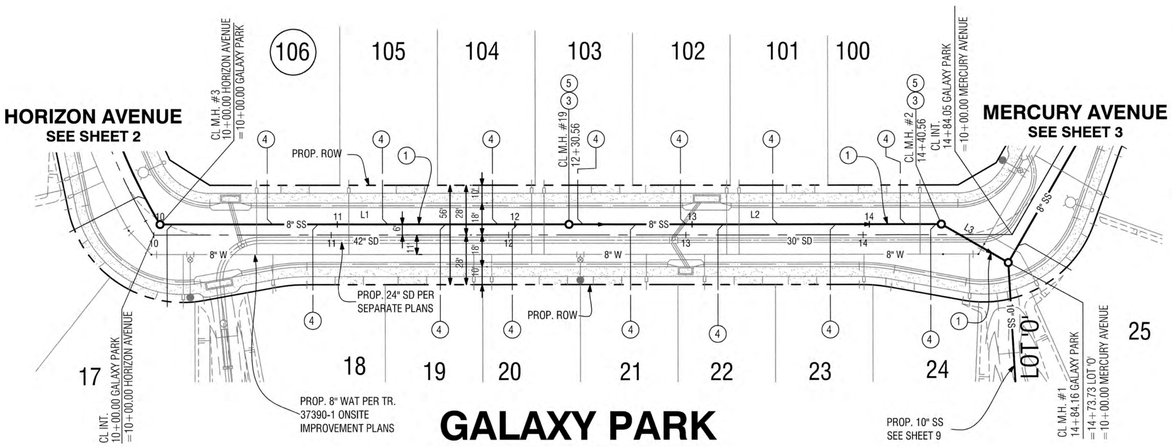
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	230.56'
L2	N 78°36'07" W	210.00'
L3	N 48°36'07" W	43.61'

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
17	2613.2	2610.80	3	
18	2612.7	2610.80	3	
19	2612.7	2610.80	3	
20	2612.7	2610.80	3	
21	2612.4	2610.49	19	
22	2612.4	2610.49	19	
23	2613.0	2610.49	19	
24	2613.5	2610.49	19	

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
100	2613.6	2610.49	19	
101	2612.7	2610.49	19	
102	2612.4	2610.49	19	
103	2612.5	2610.49	19	
104	2612.7	2610.80	3	
105	2612.7	2610.80	3	
106	2612.6	2610.80	3	



GALAXY PARK

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 3/2/20

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 3/31/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/4/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
GALAXY PARK
10+00.00 TO 14+84.16

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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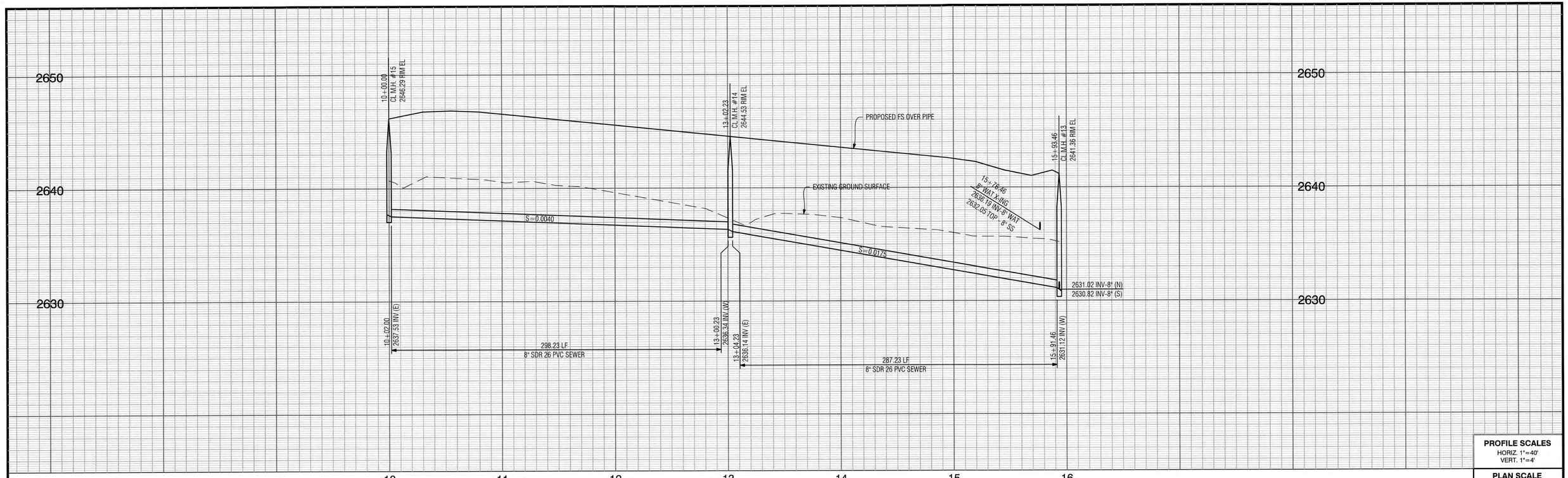

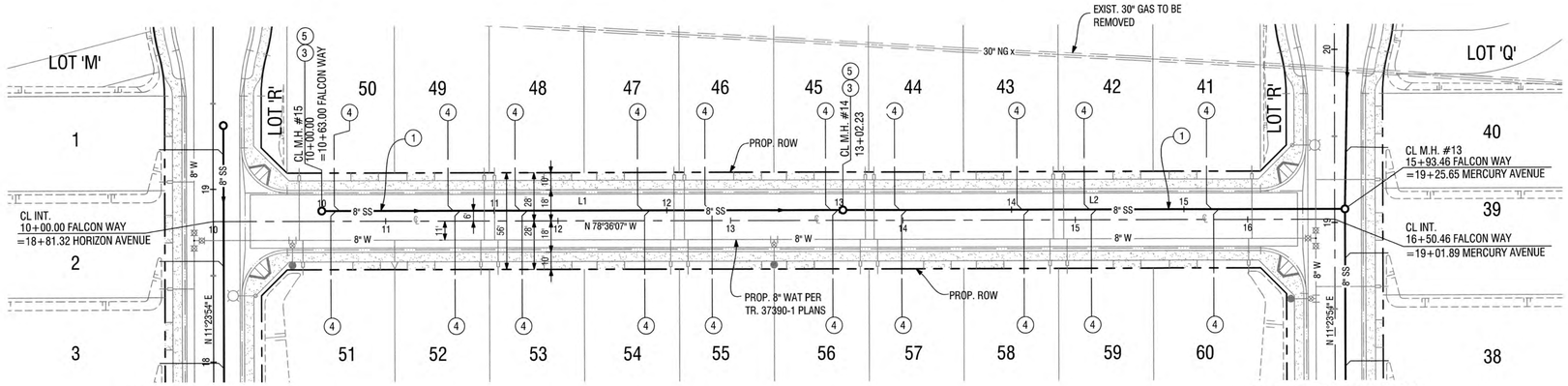

HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 4

FALCON WAY

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	302.23'
L2	N 78°36'07" W	291.23'

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
41	2644.7	2644.53	14	
42	2645.2	2644.53	14	
43	2645.8	2644.53	14	
44	2646.3	2644.53	14	
45	2646.9	2646.29	15	
46	2647.4	2646.29	15	
47	2648.0	2646.29	15	
48	2648.5	2646.29	15	
49	2648.9	2646.29	15	
50	2648.9	2646.29	15	

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
51	2648.9	2646.29	15	
52	2648.9	2646.29	15	
53	2648.5	2646.29	15	
54	2648.0	2646.29	15	
55	2647.4	2646.29	15	
56	2646.9	2646.29	15	
57	2646.3	2644.53	14	
58	2645.8	2644.53	14	
59	2645.2	2644.53	14	
60	2644.7	2644.53	14	

0 20 40 80 160
1"=40'
GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
3/2/20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
FALCON WAY
10+00.00 TO 15+93.46

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

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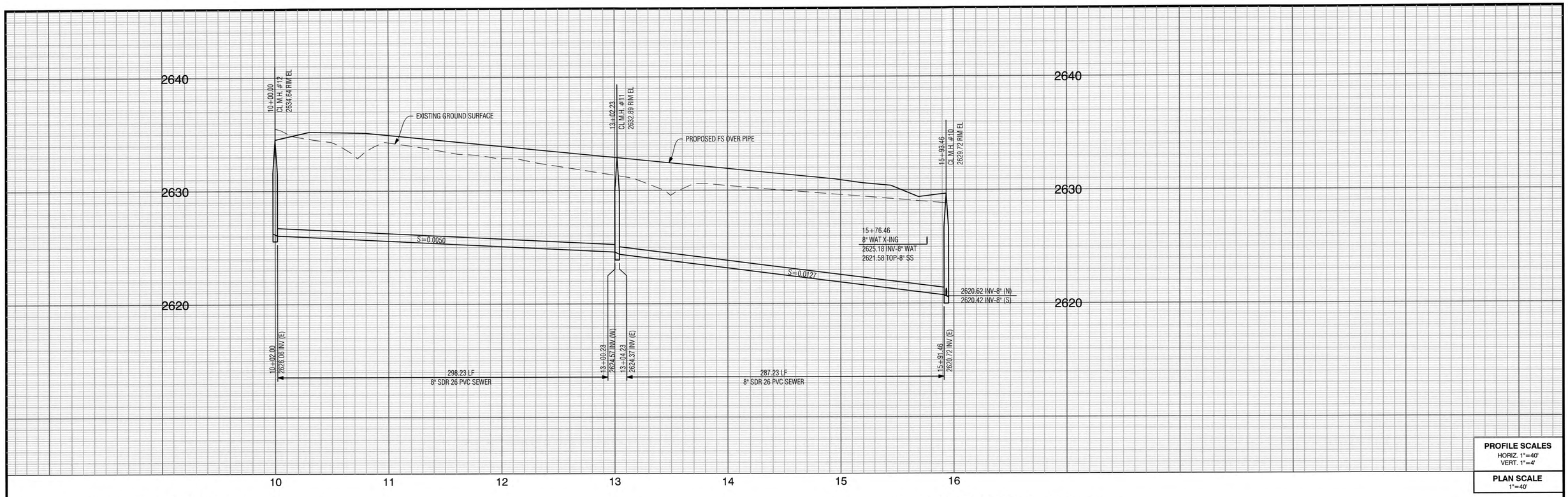
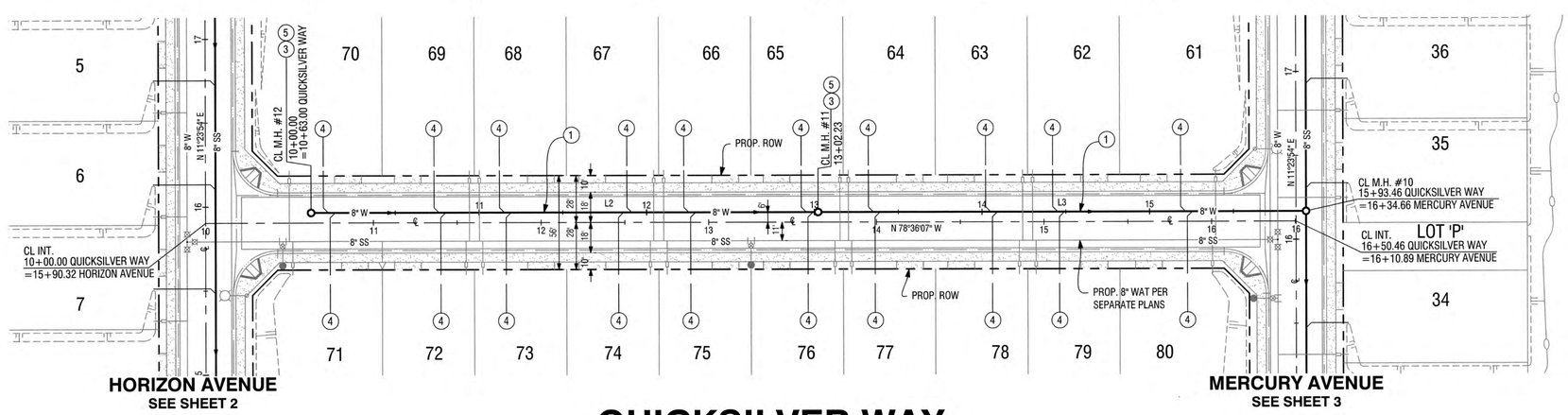
TRACT NO. 37390, SEWER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 3

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

QUICKSILVER WAY

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 78°36'07" W	302.23'
L3	N 78°36'07" W	291.23'

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37390-1 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
61	2633.0	2632.89	11	
62	2633.6	2632.89	11	
63	2634.1	2632.89	11	
64	2634.7	2632.89	11	
65	2635.2	2634.65	12	
66	2635.8	2634.65	12	
67	2636.3	2634.65	12	
68	2636.9	2634.65	12	
69	2637.2	2634.65	12	
70	2637.2	2634.65	12	

TRACT NO. 37390-1 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
71	2637.2	2634.65	12	
72	2637.2	2634.65	12	
73	2636.9	2634.65	12	
74	2636.3	2634.65	12	
75	2635.8	2634.65	12	
76	2635.2	2634.65	12	
77	2634.7	2632.89	11	
78	2634.1	2632.89	11	
79	2633.6	2632.89	11	
80	2633.0	2632.89	11	

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
3/2/20 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
QUICKSILVER WAY
10+00.00 TO 15+93.46

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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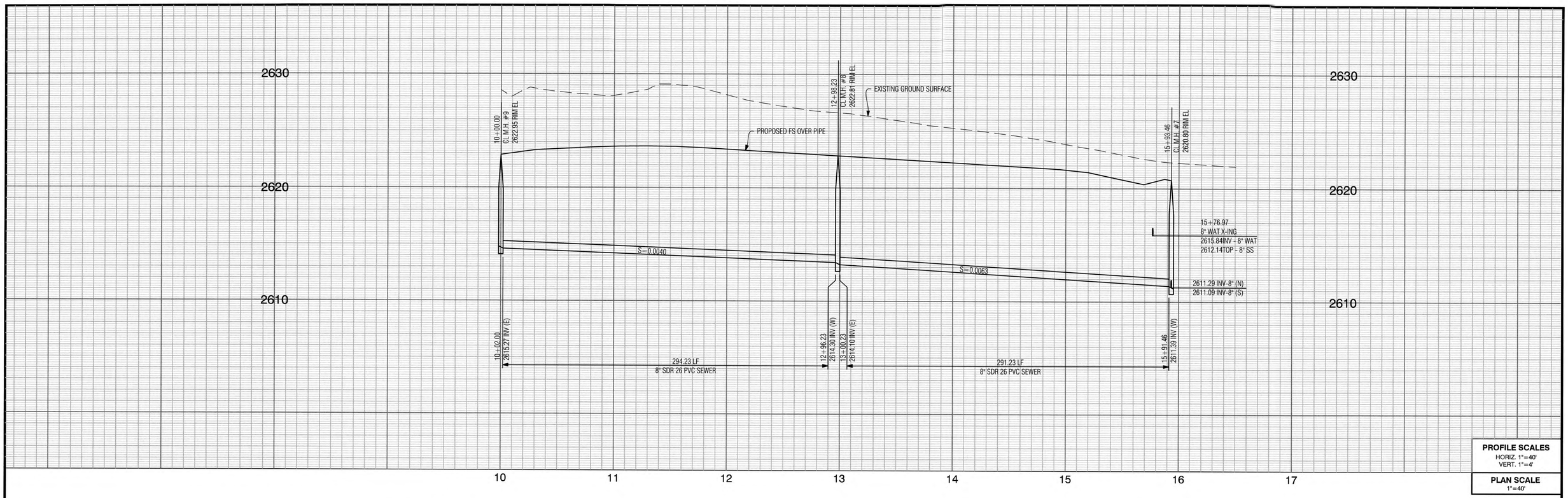
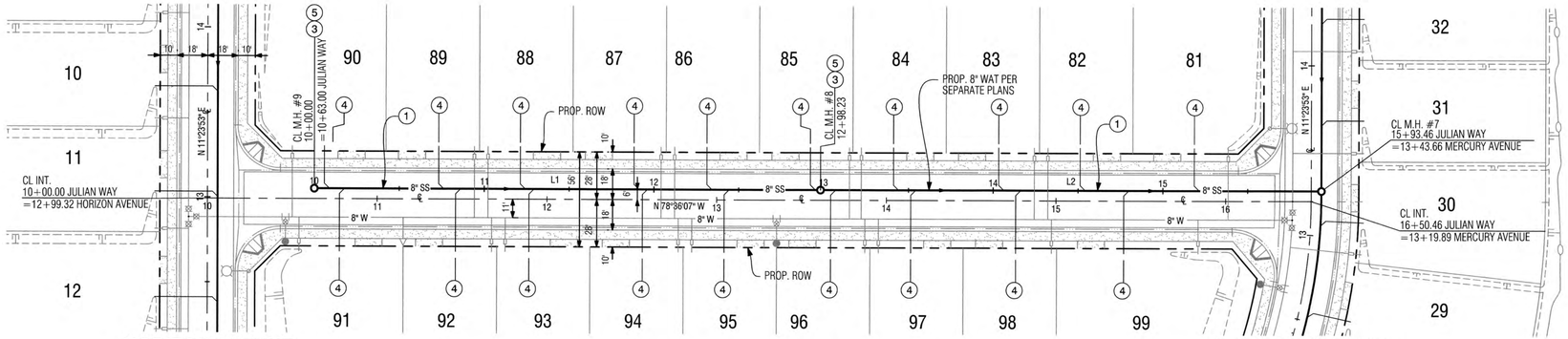


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



JULIAN WAY

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
81	2623.7	2622.81	8	
82	2624.0	2622.81	8	
83	2624.3	2622.81	8	
84	2624.7	2622.81	8	
85	2625.0	2622.95	9	
86	2625.3	2622.95	9	
87	2625.6	2622.95	9	
88	2625.6	2622.95	9	
89	2625.6	2622.95	9	
90	2625.3	2622.95	9	

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
91	2625.4	2622.95	9	
92	2625.6	2622.95	9	
93	2625.6	2622.95	9	
94	2625.5	2622.95	9	
95	2625.2	2622.95	9	
96	2624.9	2622.95	9	
97	2624.6	2622.81	8	
98	2624.3	2622.81	8	
99	2624.0	2622.81	8	

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	298.23'
L2	N 78°36'07" W	295.23'

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
2/7/20 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
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Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

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CITY OF BANNING

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SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JULIAN WAY
10+00.00 TO 15+93.46

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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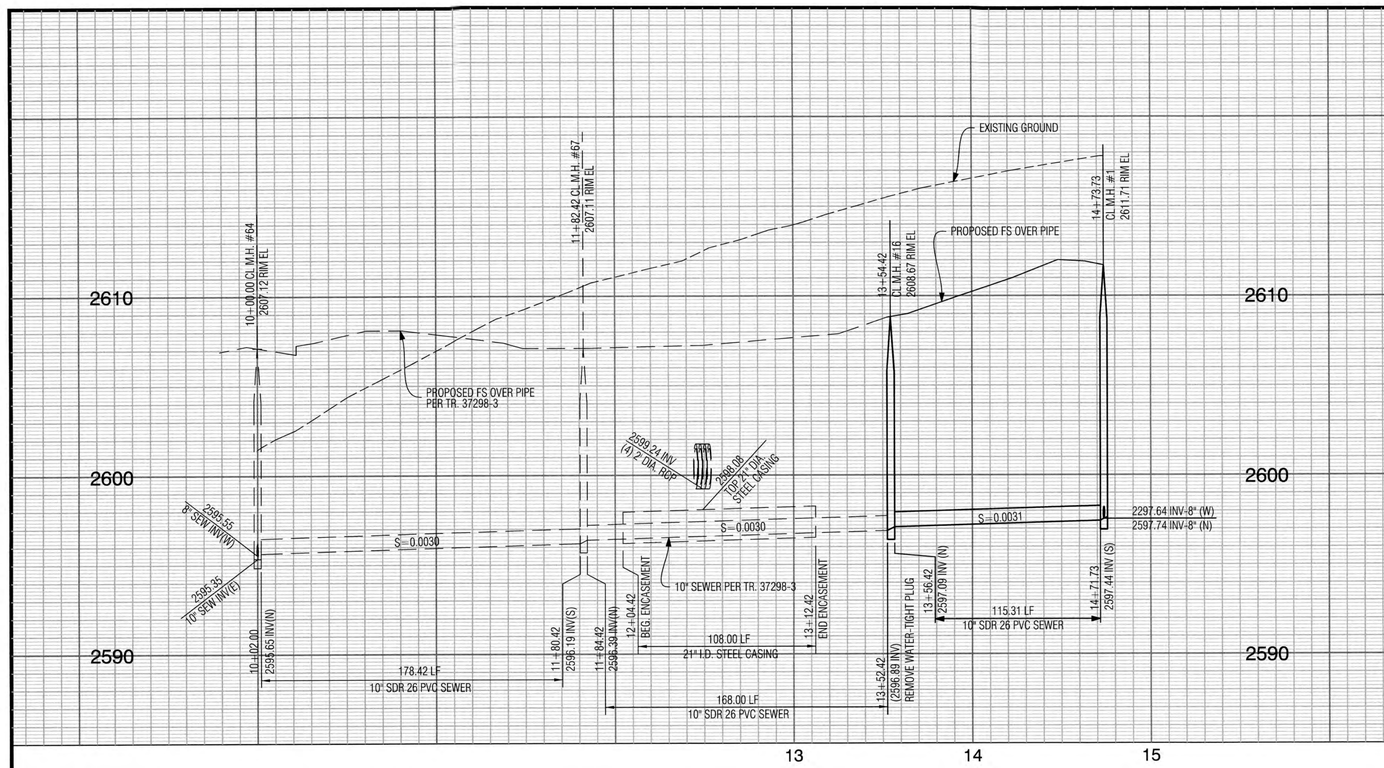
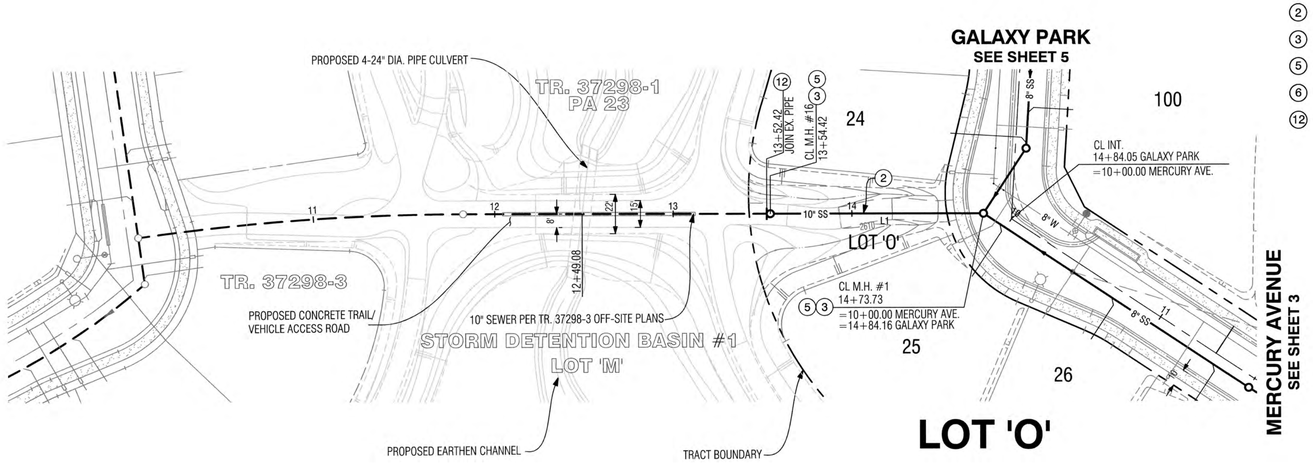






SEWER CONSTRUCTION NOTES

(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15

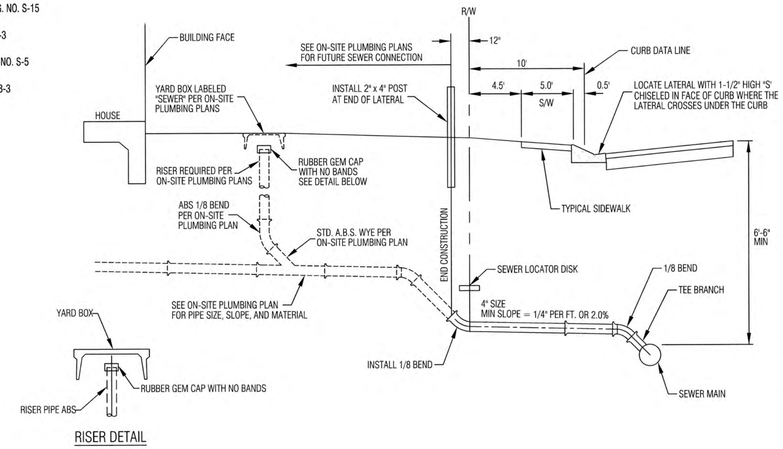
(3) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3

(5) ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

(6) REMOVE CAP AND JOIN 10" PVC SEWER PER TR. NO. 37298-3

(12) REMOVE WATER TIGHT PLUG

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 8°02'23" E	121.31'



RISER DETAIL

(4)(7) HOUSE LATERAL
MODIFIED CITY STD. DWG. NO. S-22
N.T.S.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP: 12-31-20
3/2/20 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LRS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
LOT "O"
13+52.42 TO 14+71.73

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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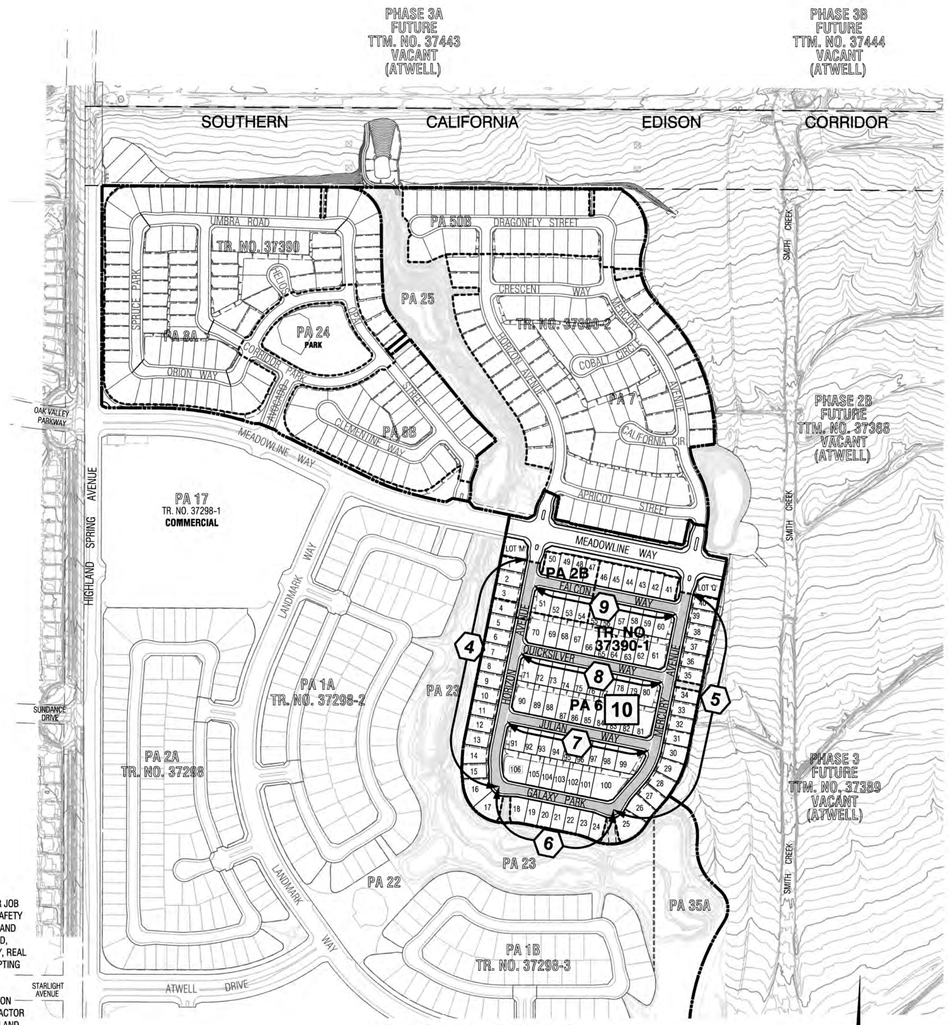
IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1 ATWELL
ON-SITE STREET IMPROVEMENT PLAN

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK": THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS.CALL {951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON- METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-277-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCT/ON CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCT/ON CONTROL STAKING.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCT/ON SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCT/ON AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.G. PAVEMENT AND/ OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/ OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.



SHEET INDEX MAP
SCALE: 1"=300'

NPDES GENERAL NOTES:

SEE NPDES GENERAL NOTES SHEET 2.

RECOMMENDED FOR ACCEPTANCE BY:

STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

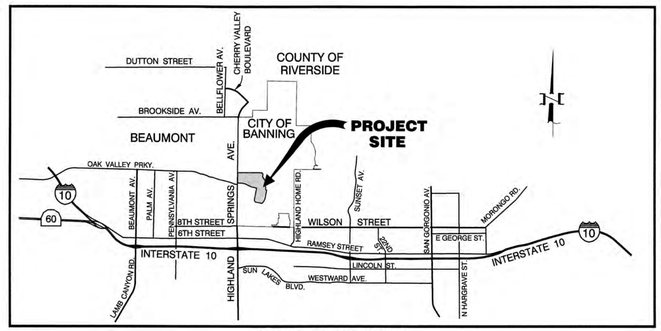
5/12/2020

LEGEND

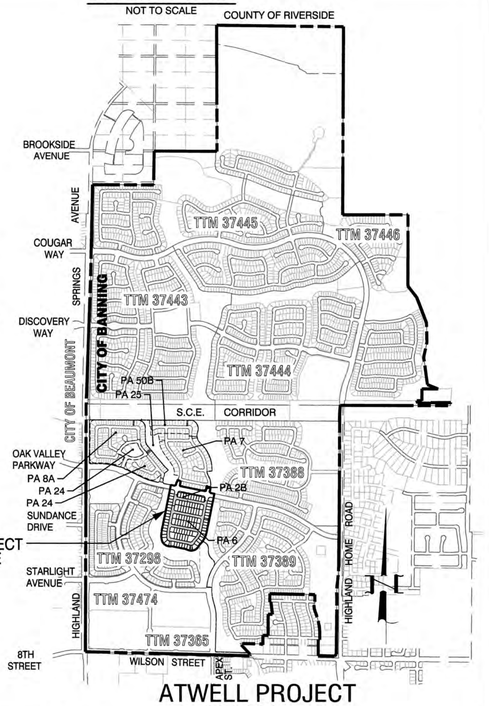
	TRACT BOUNDARY
℄	STREET CENTERLINE
	SIDEWALK
	PROPOSED CURB & GUTTER
55	LOT NUMBER
106	HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER
SD	PROPOSED STORM DRAIN
SS	PROPOSED SANITARY SEWER
DW	PROPOSED POTABLE WATER
RCW	PROPOSED NON-POTABLE WATER
	PROPOSED RETAINING WALL
3 / 10	STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER
	SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER

ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
CVC	CENTER VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING



VICINITY MAP
NOT TO SCALE



ATWELL PROJECT KEY MAP
SCALE: 1"=1500'

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007, FOR CITY OF BEAUMONT.
3. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS", 2018 EDITION.
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS", 2015.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, REVISION 4.
6. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

SHEET INDEX

SHEET	1	TITLE SHEET, GENERAL NOTES, SHEET INDEX MAP, AND VICINITY MAP
SHEET	2	TYPICAL STREET SECTION, DETAILS, CONSTRUCTION NOTES AND QTYS
SHEET	3	DETAILS
SHEET	4	HORIZON AVENUE - STREET PLAN AND PROFILE
SHEET	5	MERCURY AVENUE - STREET PLAN AND PROFILE
SHEET	6	GALAXY PARK - STREET PLAN AND PROFILE
SHEET	7	JULIAN WAY - STREET PLAN AND PROFILE
SHEET	8	QUICKSILVER WAY - STREET PLAN AND PROFILE
SHEET	9	FALCON WAY - STREET PLAN AND PROFILE
SHEET	10	SIGNING AND STRIPING PLAN

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012,408-120-013 & 408-120-020

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/14/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:

ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
TITLE SHEET & SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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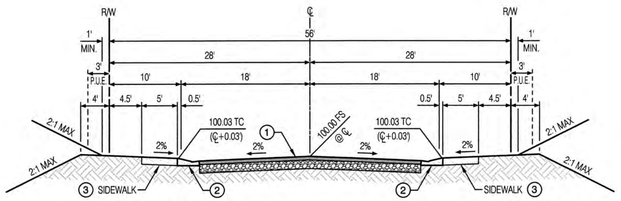
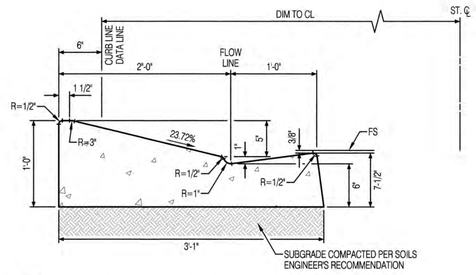


HORIZON AVENUE, MERCURY AVENUE, GALAXY PARK, JULIAN WAY, QUICKSILVER WAY AND FALCON WAY (PUBLIC)

(MODIFIED LOCAL RESIDENTIAL STREET) TI=5.5

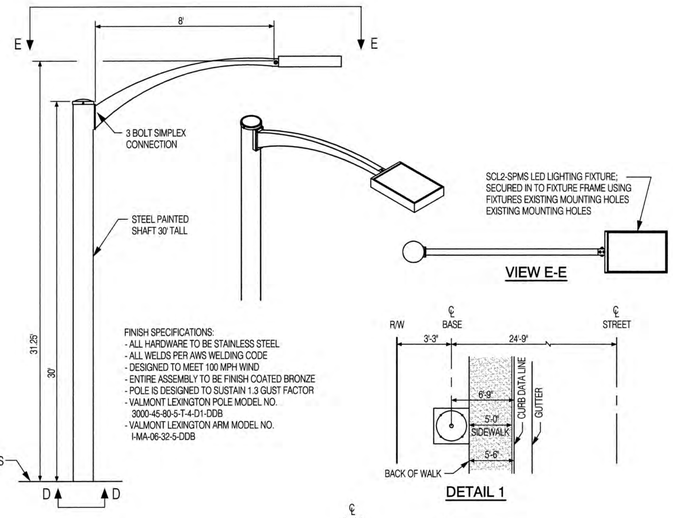
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISH WORK SHALL PROVIDENT AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF A ACCESS RAMP.

(2) 6" WEDGE CURB & GUTTER CURB

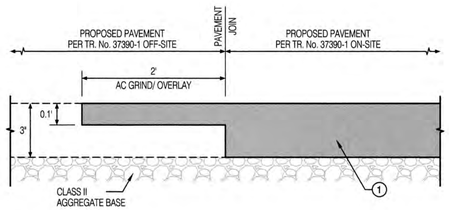
NTS



NOTES:
1. THE BOLT PATTERN TEMPLATE SHOWN IS TYPICAL FOR MANY POLES. CONTRACTOR TO OBTAIN PROPER TEMPLATE FOR THE SPECIFIC POLE USED.
2. CONTACT THE C.O.B. ELECTRIC INSPECTOR 24 HOURS PRIOR TO POURING THE CONCRETE BASE. THE CONCRETE BASE MUST SIT FOR A MINIMUM OF 3 DAYS BEFORE INSTALLING STREETLIGHT POLE.
3. THE STREETLIGHT FOUNDATION SHALL BE CONSTRUCTED IN ONE POUR OF CONCRETE CLASS 560-C-3250 WITH A MAXIMUM 4-INCH SLUMP PER REQUIREMENTS LISTED IN SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE BOTTOM OF THE FOUNDATION SHALL REST SECURELY ON FIRM, UNDISTURBED SOIL AND SURROUNDING SOIL MUST BE COMPACTED TO AT LEAST 90%.
4. IN EXTREME SOIL CONDITIONS AND WITH WRITTEN APPROVAL BY THE C.O.B. ELECTRIC INSPECTOR, 30' OF #6 BARE COPPER SOFT-DRAWN WIRE MAY BE INSTALLED IN LIEU OF THE PREFERRED GROUND ROD. 24" OF THIS GROUND MUST BE SPOOLED ABOVE THE CONCRETE BASE INSIDE OF THE STREETLIGHT POLE AND THE EXCESS WIRE BELOW THE CONCRETE BASE MUST BE COILED NEATLY IN THE FIRMLY TAMPED SOIL.

(11) LED SOLAR STREET LIGHT INSTALLATION BEHIND SIDEWALK

NTS



(14) AC GRIND/ OVERLAY

NTS

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	STREET IMPROVEMENTS	UNIT	QUANTITY
(1)	CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.	SF	133,375
(2)	CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.	LF	8,175
(3)	CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.	SF	172
(4)	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').	SF	41,115
(5)	CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3	EA	12
(6)	CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.	SF	4,370
(7)	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	5
(8)	ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	30
(9)	ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	18
(10)	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	2
(11)	INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.	EA	8
(13)	REMOVE 2x4 REDWOOD HEADER.	LF	72
(14)	CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. HEREON.	SF	124
	SIGNING AND STRIPING	**UNIT**	**QUANTITY**
(20)	INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 10.	EA	7
(21)	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. ON SHT. NO. 10.	EA	6
(22)	INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. ON SHT. NO. 10.	EA	8
(23)	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	6
(24)	INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.	LF	108
(25)	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.	EA	12

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/6/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL:
KEVIN D. SIN, RCE #71299 — EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/20/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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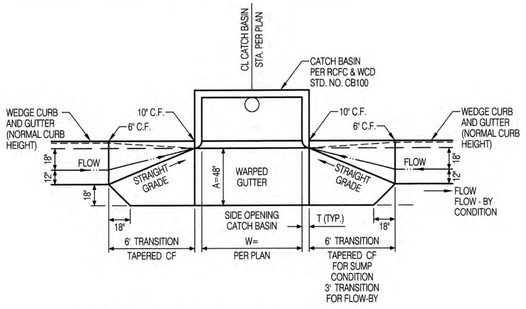
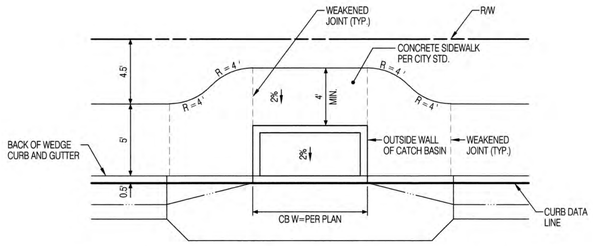


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED.
   T=SEE STANDARD DRAWING 300(A) DIMENSIONS.
   W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

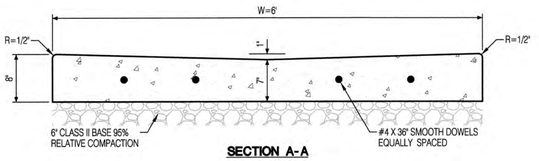
7 MODIFIED LOCAL DEPRESSION

R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS

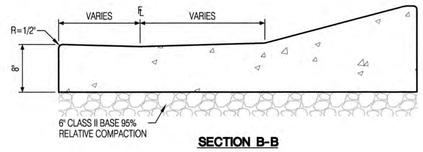


3 EXTENDED SIDEWALK AT CATCH BASIN

CB #1-4 & CB #T-1
NTS



SECTION A-A



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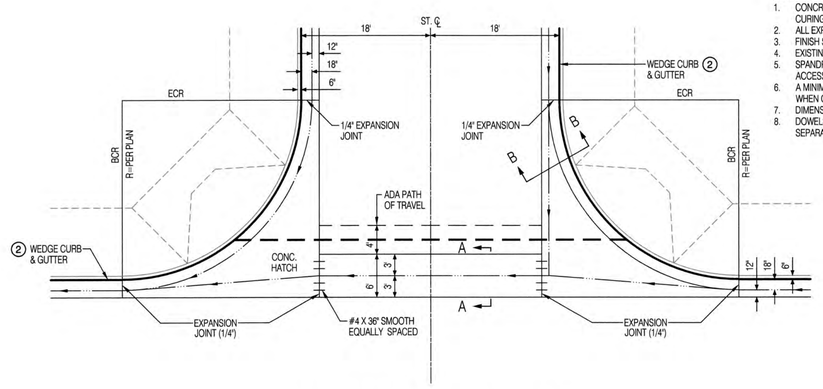
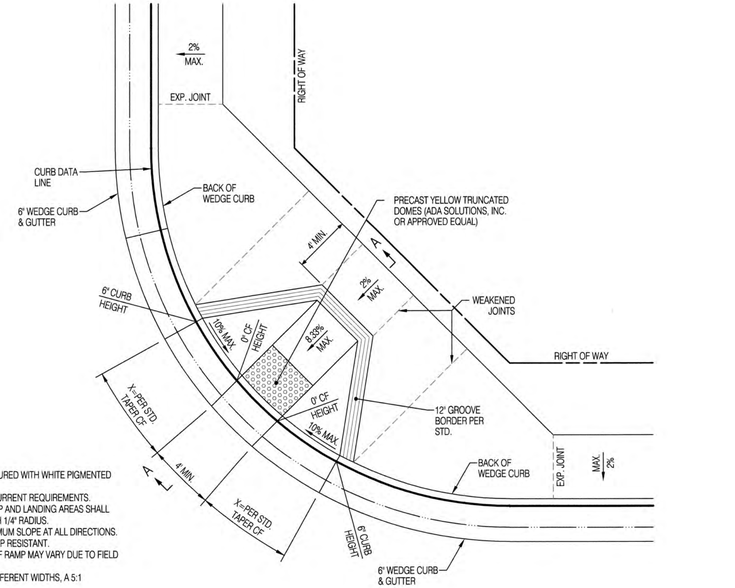


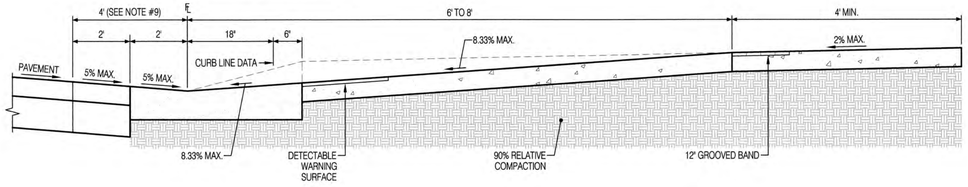
NOTES:
1. CONCRETE SHALL BE CLASS 560-C-3250 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. SPANDREL WEAKENED PLANE JOINT LOCATIONS WILL BE DETERMINED BY ACCESS RAMP LOCATIONS.
6. A MINIMUM OF 1' WIDE AC PAVEMENT (FULL DEPTH) REPAIR PATCH IS REQUIRED WHEN CROSS-GUTTER IS PLACED ADJACENT TO EXISTING A.C. PAVEMENT.
7. DIMENSIONS MAY BE INCREASED DEPENDING ON DRAINAGE CONSIDERATIONS.
8. DOWELS REQUIRED WHEN CROSS-GUTTER AND SPANDREL POURED SEPARATELY.

6 MODIFIED CROSS GUTTER

CITY STD. DWG. NO. C-211
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL ACCESS RAMPS SHALL CONFORM TO ADA CURRENT REQUIREMENTS.
3. P.C.C. THICKNESS OF 4" FROM BCR TO ECR, RAMP AND LANDING AREAS SHALL BE MONOLITHIC.JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
4. LANDING AT TOP OF RAMP SHALL HAVE 2% MAXIMUM SLOPE AT ALL DIRECTIONS.
5. RAMP SURFACE AND FLARED SIDES SHALL BE SLIP RESISTANT.
6. DIMENSIONS SHOWN FOR SLOPING PORTIONS OF RAMP MAY VARY DUE TO FIELD CONDITIONS.
7. WHERE NEW SIDEWALK JOINS EXISTING WITH DIFFERENT WIDTHS, A 5:1 TRANSITION IS REQUIRED.
8. DETECTABLE WARNING MATERIAL TO BE APPROVED BY CITY ENGINEER.
9. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4 FEET OF THE BOTTOM OF THE CURB RAMP.



SECTION A-A

5 MODIFIED ACCESS RAMP, TYPE I

CITY STD. DWG. NO. C-214
NTS

Call before you Dig
Avoid cutting underground utility lines, it's costly.
Call 811 OR 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/4/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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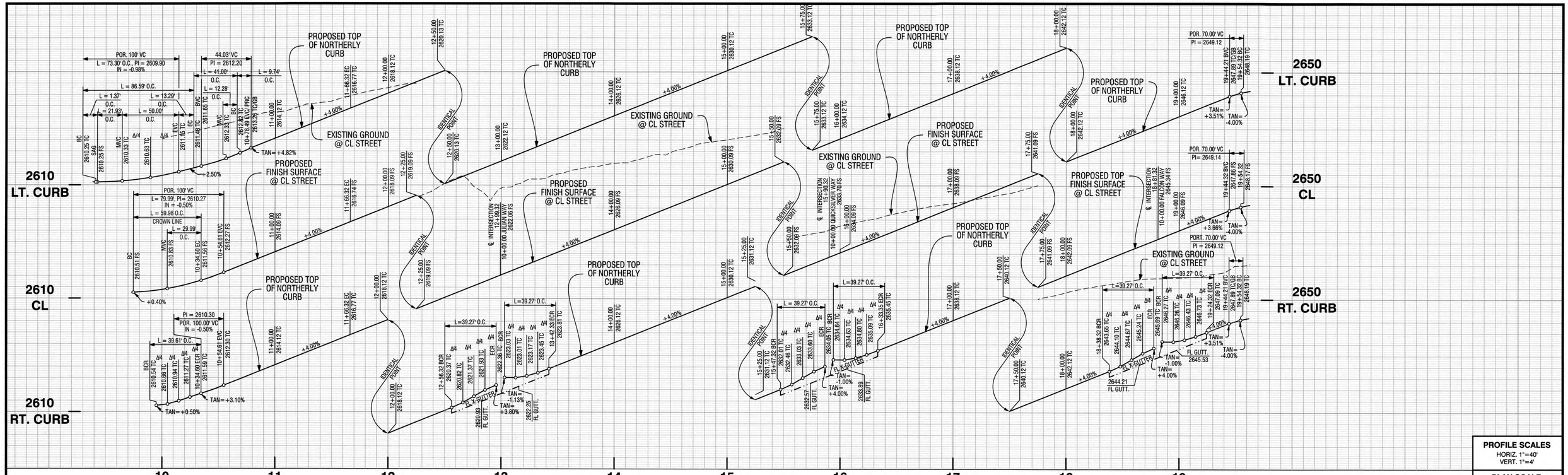

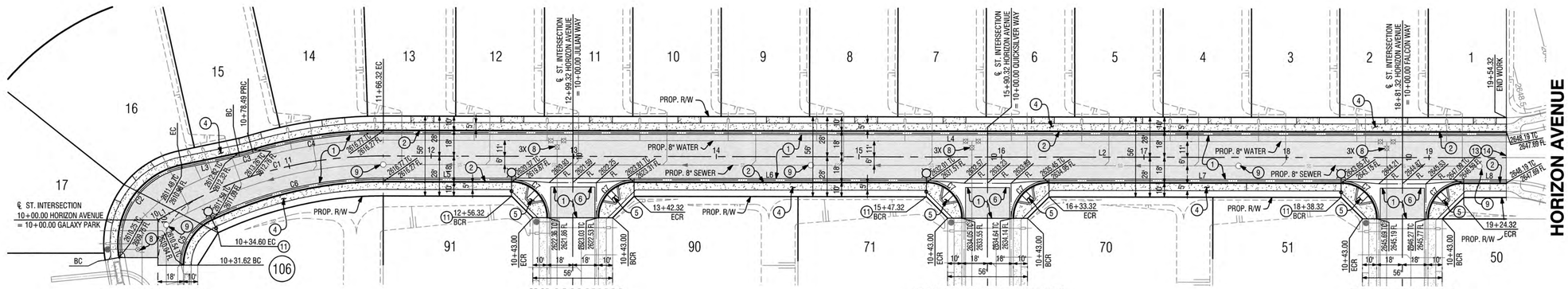

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
13. REMOVE 2x4 REDWOOD HEADER.
14. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°00'00"	300.00'	157.08'	80.38'
C2	88°35'40"	56.00'	86.59'	54.64'
C3	5°04'20"	110.00'	9.74'	4.87'
C4	16°46'28"	318.00'	93.10'	46.89'
C5	64°50'35"	35.00'	39.61'	22.23'
C6	25°09'25"	282.00'	123.82'	62.92'
C7	90°00'00"	25.00'	39.27'	25.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 18°36'07" W	9.24'
L2	N 11°23'53" E	1009.00'
L3	N 0°18'15" W	41.00'
L4	N 11°23'53" E	788.00'
L5	N 11°23'53" E	90.00'
L6	N 11°23'53" E	205.00'
L7	N 11°23'53" E	205.00'
L8	N 11°23'53" E	30.00'

HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 5/6/2020
RCE# 052496 EXP. 12-31-20 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21 — DATE 5/4/20
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 — DATE 5/26/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
HORIZON AVENUE
STA.10+00.00 TO 19+54.32

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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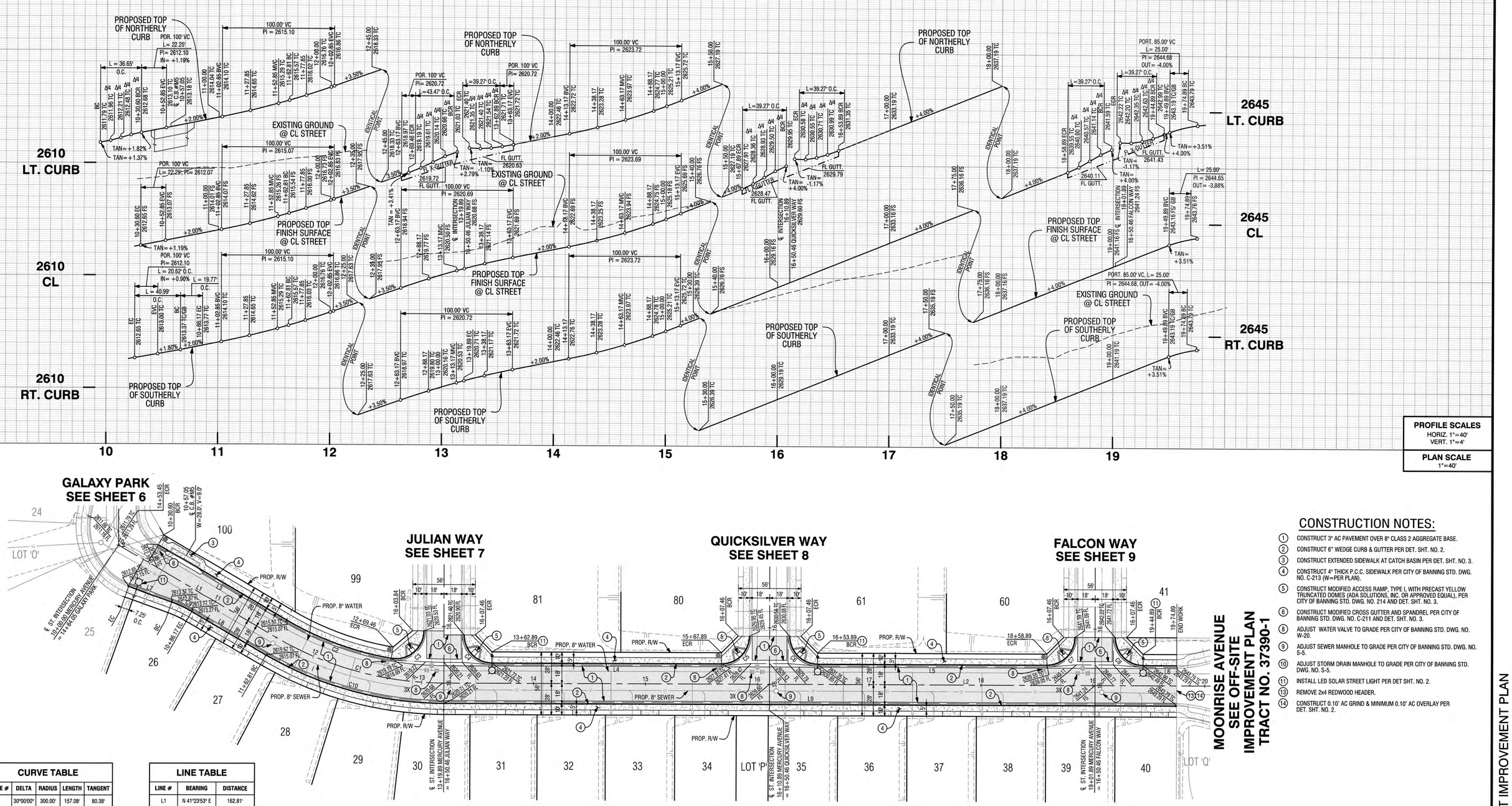

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
3. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
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8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
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CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°00'00"	300.00'	157.08'	80.38'
C2	20°22'06"	282.00'	100.25'	50.66'
C3	99°37'54"	25.00'	43.47'	29.60'
C4	90°00'00"	25.00'	39.27'	25.00'
C5	90°00'00"	25.00'	39.27'	25.00'
C6	90°00'00"	25.00'	39.27'	25.00'
C7	90°00'00"	25.00'	39.27'	25.00'
C8	90°00'00"	25.00'	39.27'	25.00'
C9	10°17'49"	110.00'	19.77'	9.91'
C10	30°00'00"	318.00'	166.50'	85.21'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 41°23'53" E	162.81'
L2	N 11°23'53" E	945.00'
L3	N 41°23'53" E	132.21'
L4	N 11°23'53" E	205.00'
L5	N 11°23'53" E	205.00'
L6	N 11°23'53" E	30.00'
L7	N 31°06'04" E	40.99'
L8	N 41°23'53" E	76.65'
L9	N 11°23'53" E	655.00'

MERCURY AVENUE

0 20 40 80 160
1" = 40' GRAPHIC SCALE

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REVISIONS

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ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
STA.10+00.00 TO 19+74.89

W.O. No.
CIP No.
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SHEET 5 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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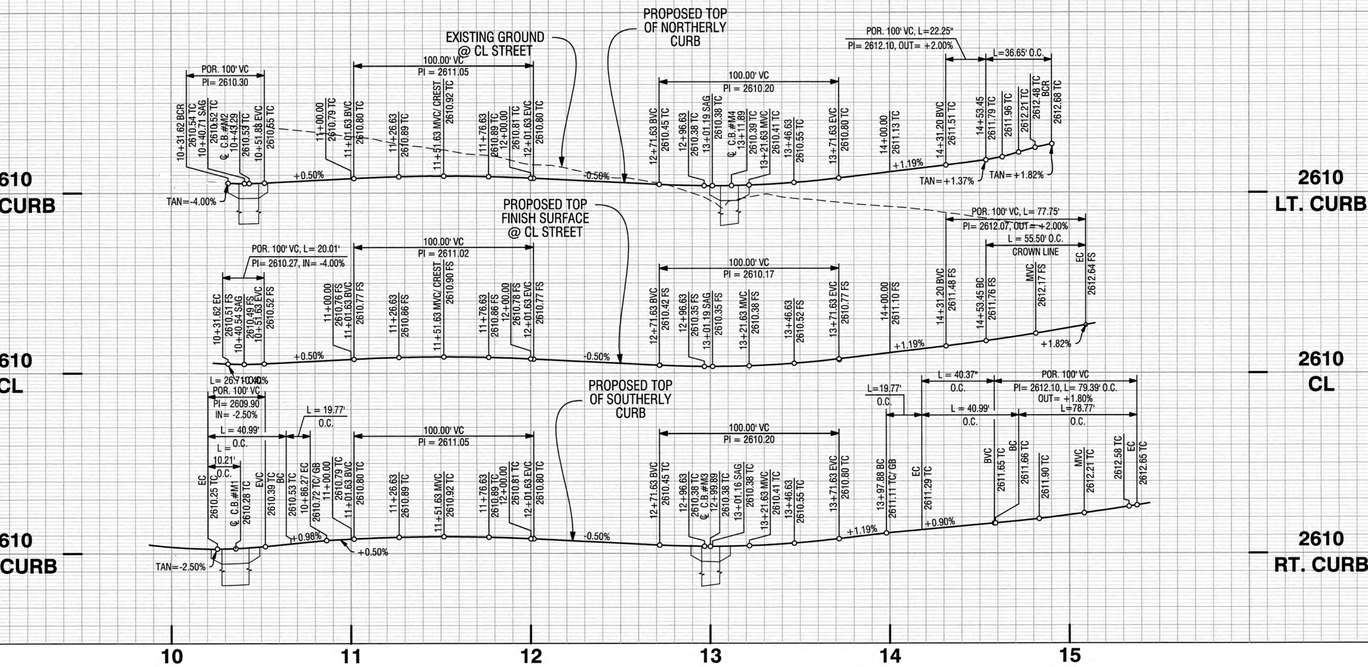

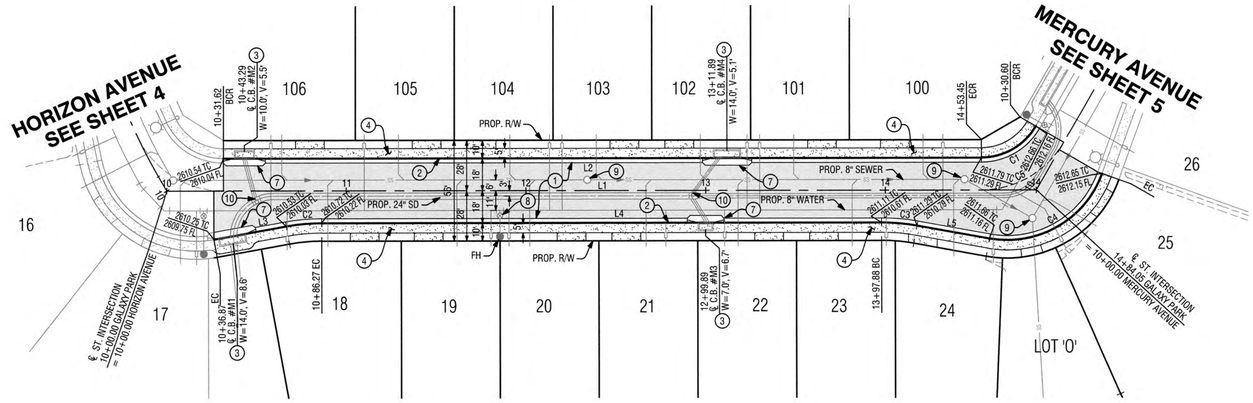

GALAXY PARK

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
3. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
7. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	60°00'00"	35.00'	36.65'	20.21'
C2	10°17'49"	110.00'	19.77'	9.91'
C3	10°17'49"	110.00'	19.77'	9.91'
C4	80°35'38"	56.00'	78.77'	47.49'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	484.05'
L2	N 78°36'07" W	421.83'
L3	N 88°53'56" W	40.99'
L4	N 78°36'07" W	311.62'
L5	N 68°18'18" W	40.99'

0 20 40 80 160
1" = 40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 5/14/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/26/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
GALAXY PARK
STA.10+00.00 TO 14+84.05

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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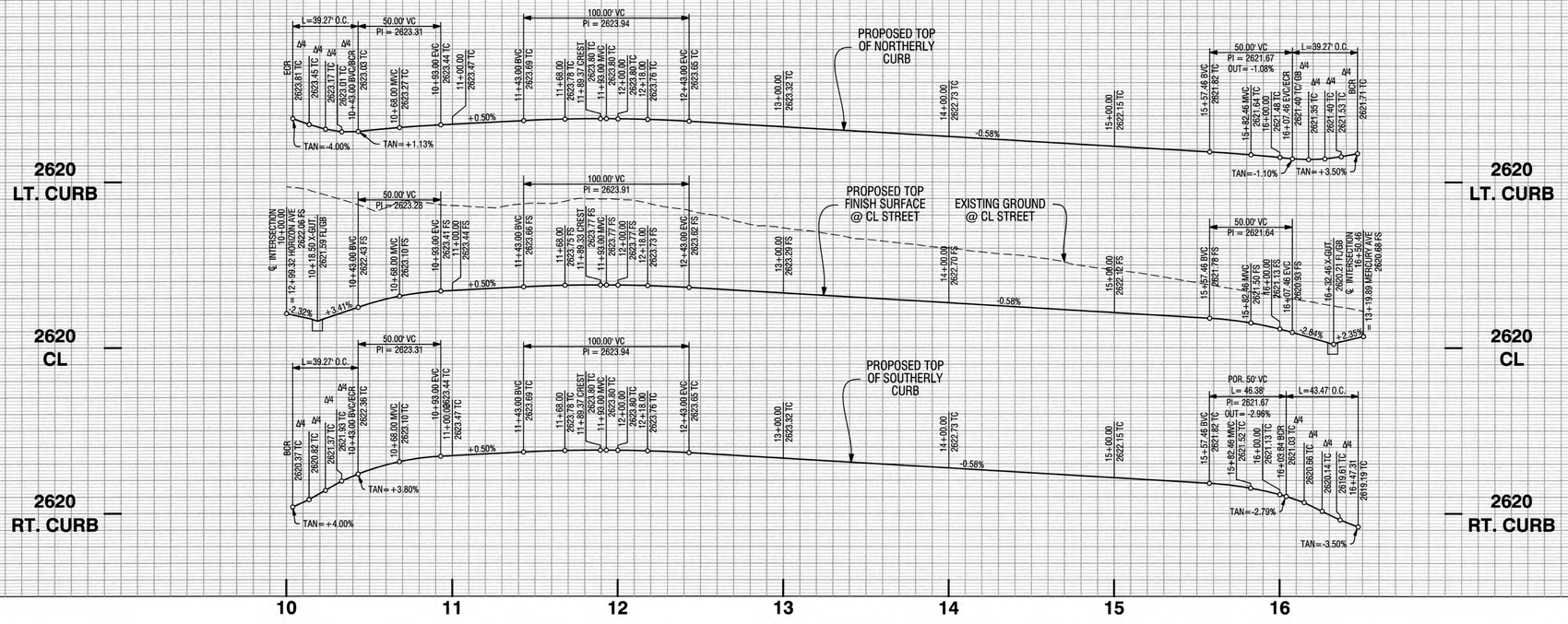

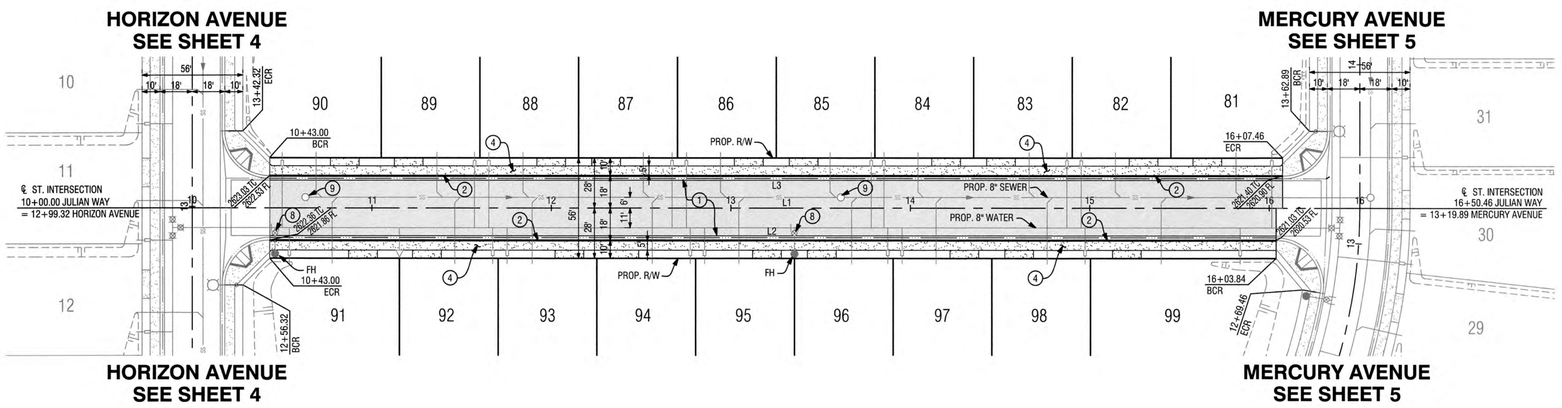

JULIAN WAY

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'
L2	N 78°36'07" W	560.84'
L3	N 78°36'07" W	564.46'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 5/8/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 5/14/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/19/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JULIAN WAY
STA.10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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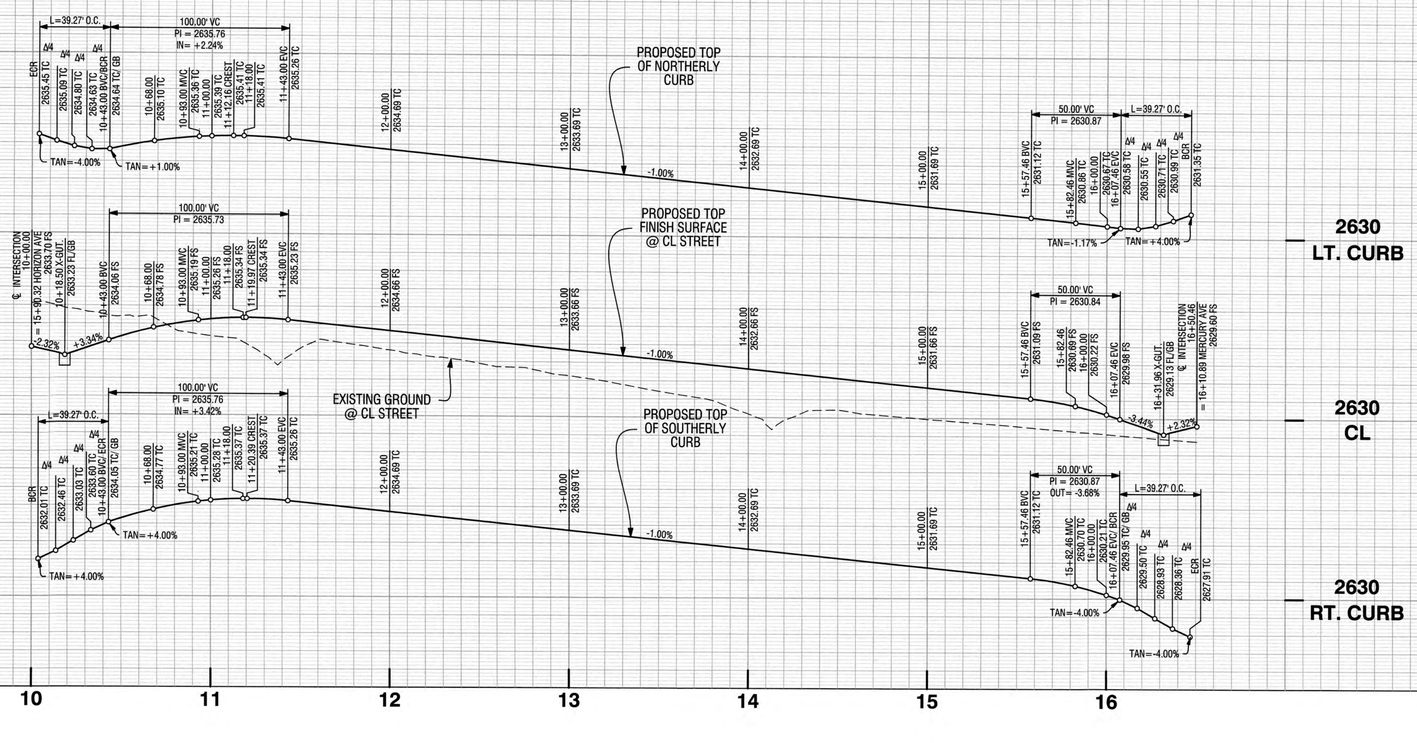

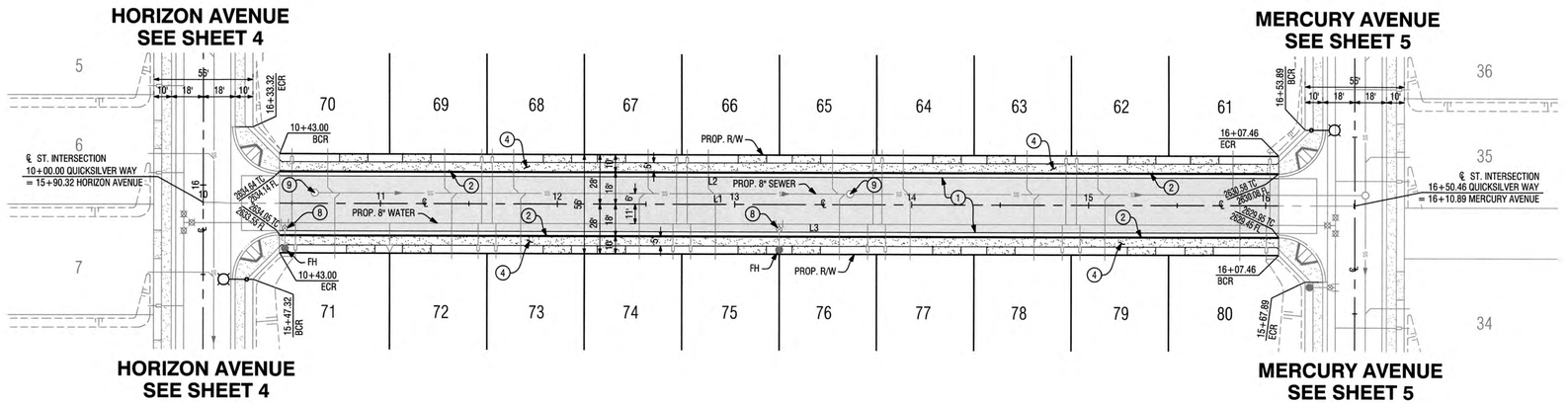

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9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'
L2	N 78°36'07" W	564.46'
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0 20 40 80 160
1"=40' GRAPHIC SCALE

QUICKSILVER WAY

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REVISIONS

MARK		APPR	DATE

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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

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STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
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SENIOR CIVIL ENGINEER
DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
QUICKSILVER WAY
STA.10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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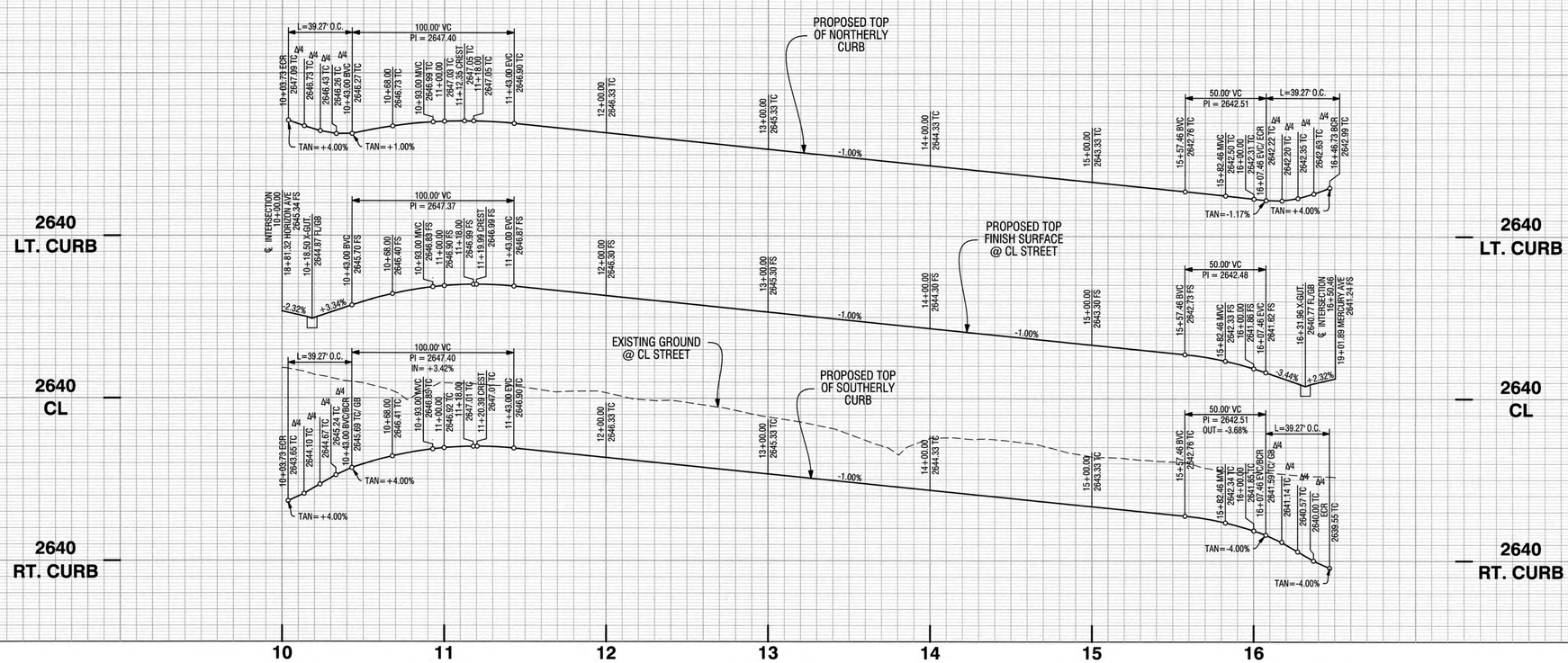

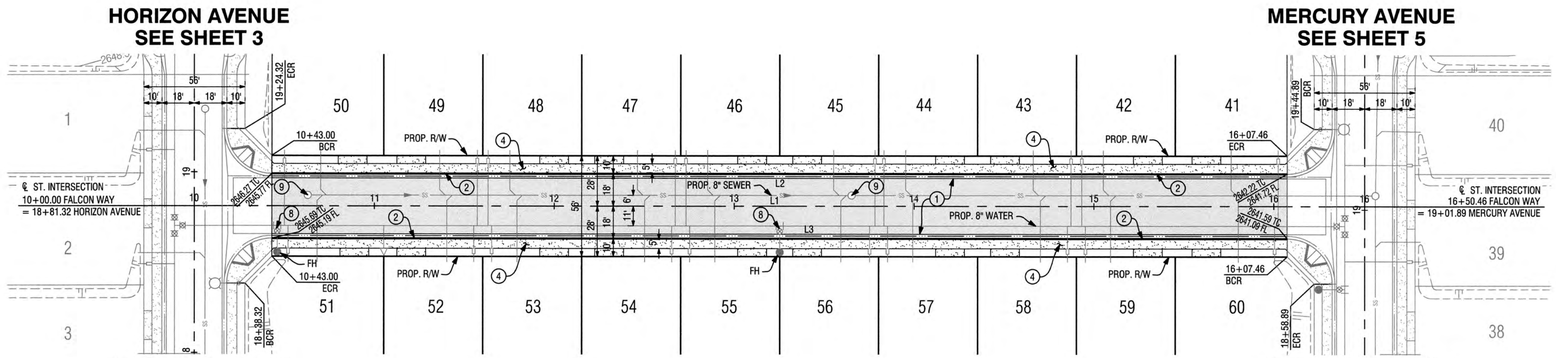

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L3	N 78°36'07" W	564.46'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

FALCON WAY

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/4/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
FALCON WAY
STA.10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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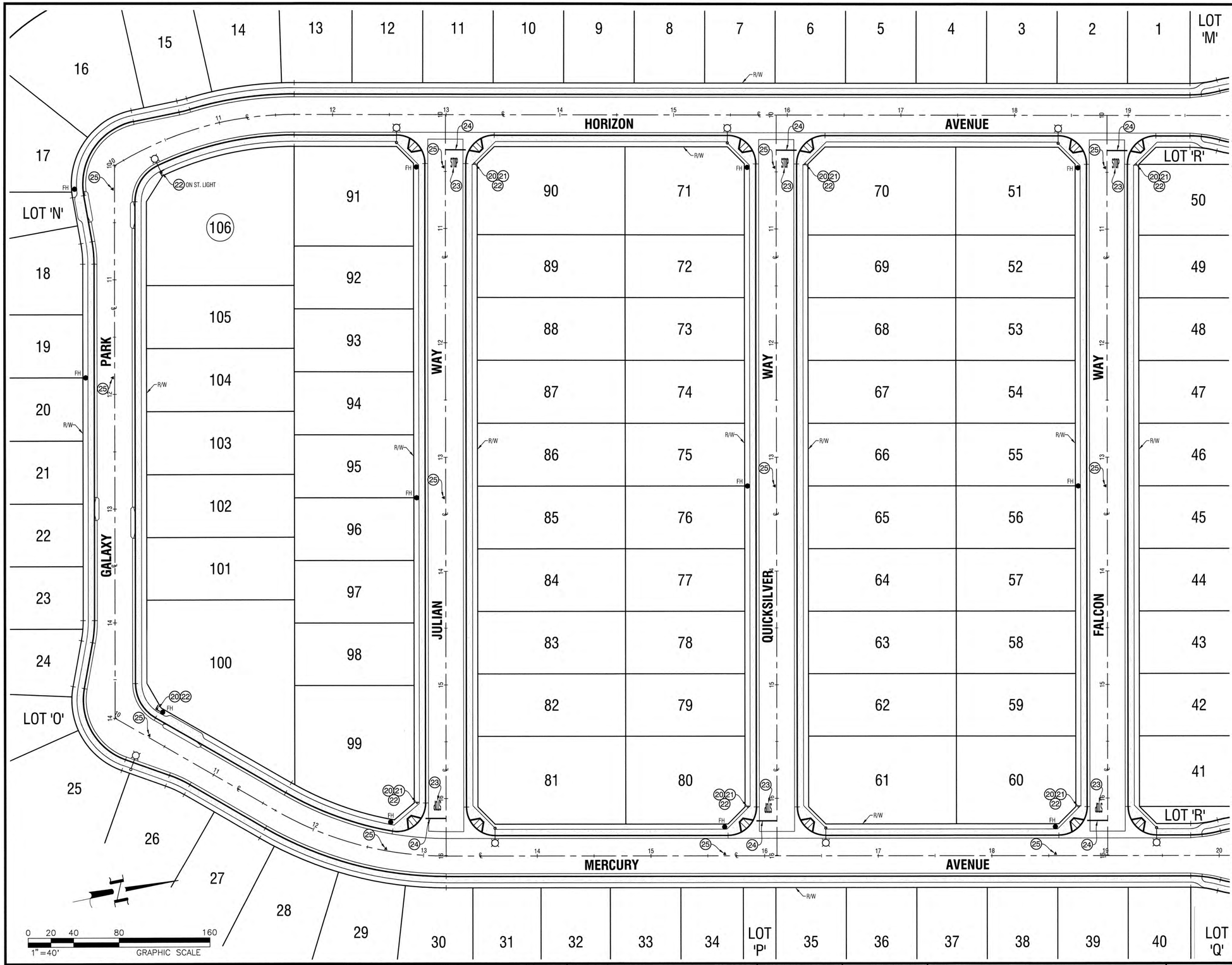


HORIZON AVENUE
SEE TRACT NO. 37390-1 OFF-SITE
SIGNING & STRIPING IMPROVEMENT PLANS

MERCURY AVENUE
SEE TRACT NO. 37390-1 OFF-SITE
SIGNING & STRIPING IMPROVEMENT PLANS

SIGNING AND STRIPING GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF BANNING STANDARD PLANS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL. ALL OTHER TRAFFIC STRIPES SHALL BE PAINTED IN TWO COATS.
8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC SIGNAL TIMING SHEET TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY NEW OR MODIFIED TRAFFIC SIGNAL. THE TIMING SHEET WILL MEET ALL REQUIREMENTS PER THE LATEST CALIFORNIA MUTCD, PART 4 "HIGHWAY TRAFFIC SIGNALS".
12. THE CONTRACTOR SHALL REPLACE ALL SIGNING AND STRIPING WITHIN PROJECT LIMITS DAMAGED OR ALTERED BY THE PROJECT, AS DETERMINED BY THE CITY ENGINEER.

CONSTRUCTION NOTES:

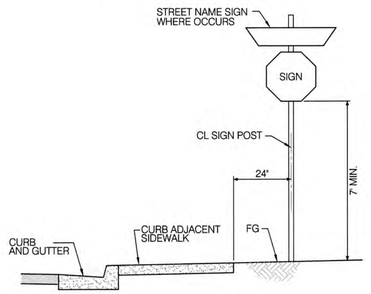
(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DET. HERON.
(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. HEREON.
(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. HERON.
(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.
(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND

PROPOSED STREET LIGHT
FH PROPOSED FIRE HYDRANT
PROPOSED FIRE HYDRANT PAVEMENT MARKER
PROPOSED SIGN



(21) R1-1
30"x30"



AT CURB-ADJACENT SIDEWALK

(20)(22) SIGN AND POST
R.C.T.D. STD. DWG. NO. 816
NTS

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH, RCE# 052496 EXP. 12-31-20 — DATE 5/4/2020

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 — EXP. 12/31/21 — SENIOR CIVIL ENGINEER — DATE 5/4/20

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/20 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 5/26/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 10

MDS Proj. Data: I:\89400\ENGINEERING\Plans\Street\37390-1 (PA 6)
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Plot Date: 06.21.2017 7:32:43 AM By: Station125

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1
WATER IMPROVEMENT PLAN

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND OWNED AND OPERATED BY THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE BRONZE, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHERE REQUIRED, AS NOTED ON THESE PLANS.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS. WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5). AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

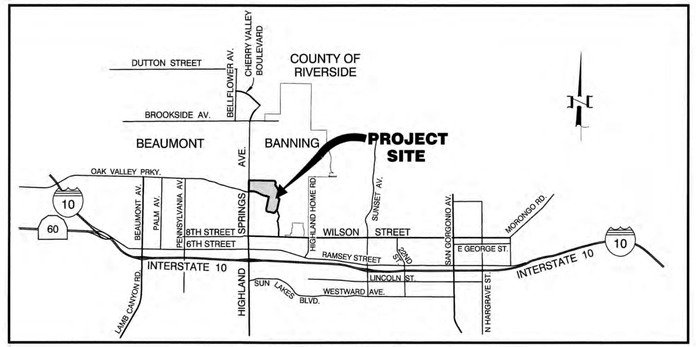
PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020

250 0 125 250 500 1000
(1"=250')



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

WATER LEGEND

- 8" W x — EXISTING WATERLINE OR PROPOSED BY OTHERS
- 8" W — WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

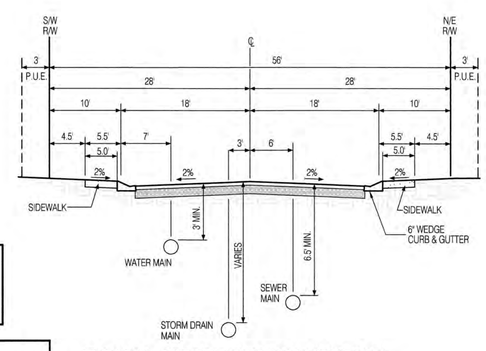
SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-7	WATER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
(1)	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	4,365
(2)	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	18
(3)	INSTALL 8" D.I.P. TEE	EA	6
(5)	INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	3
(6)	INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	106
(7)	INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")	EA	12
(8)	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	30
(9)	REMOVE 8" BLIND FLANGE AND JOIN WATERLINE	EA	2
(11)	INSTALL 11.25° D.I.P. ELBOW	EA	2
(12)	INSTALL 45° D.I.P. ELBOW	EA	2

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
5/4/2020

RECOMMENDED FOR ACCEPTANCE BY:
RIVERSIDE COUNTY FIRE DEPARTMENT - OFFICE OF THE FIRE MARSHALL
5/12/2020



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/29/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75606 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/11/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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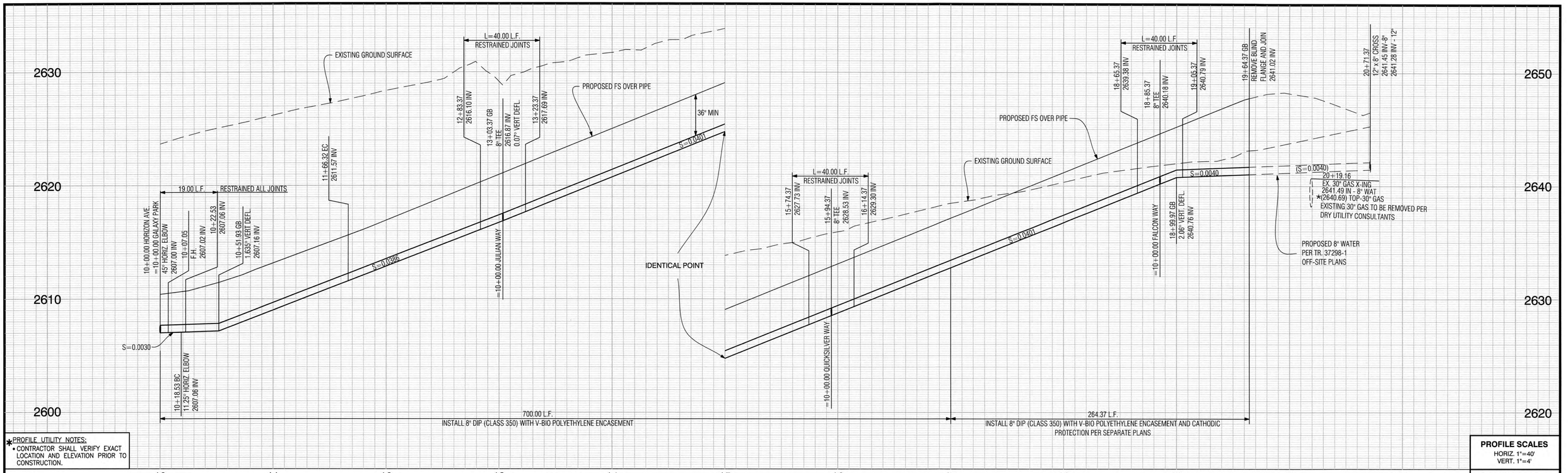
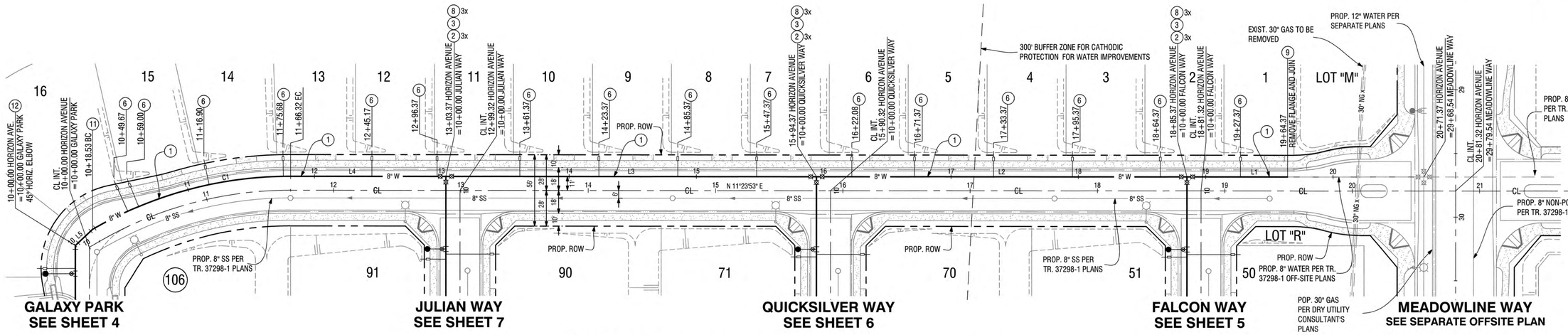


*PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



GALAXY PARK
SEE SHEET 4

JULIAN WAY
SEE SHEET 7

QUICKSILVER WAY
SEE SHEET 6

FALCON WAY
SEE SHEET 5

MEADOWLINE WAY
SEE SEPARATE OFFSITE PLAN

HORIZON AVENUE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	79.00'
L2	N 11°23'53" E	291.00'
L3	N 11°23'53" E	291.00'
L4	N 11°23'53" E	122.00'
L5	N 31°51'07" W	18.53'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°00'00"	311.00'	162.84'	83.33'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
2. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
11. INSTALL 11.25° D.I.P. ELBOW
12. INSTALL 45° D.I.P. ELBOW

Call before you Dig
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
HORIZON AVENUE
STA 10+00.00 TO STA 19+64.37

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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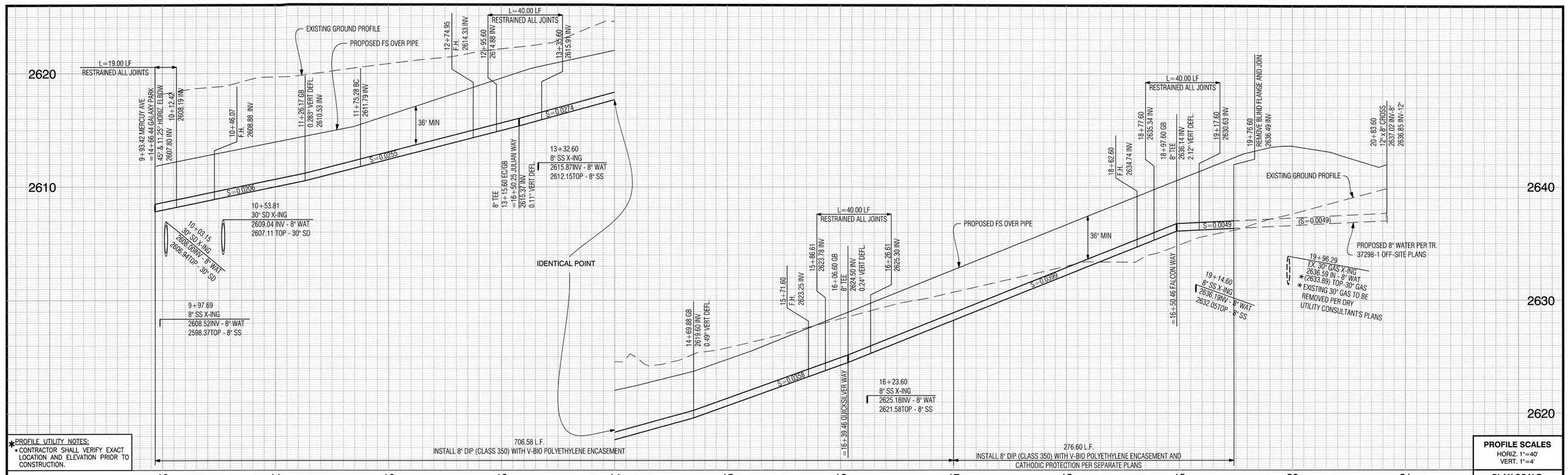
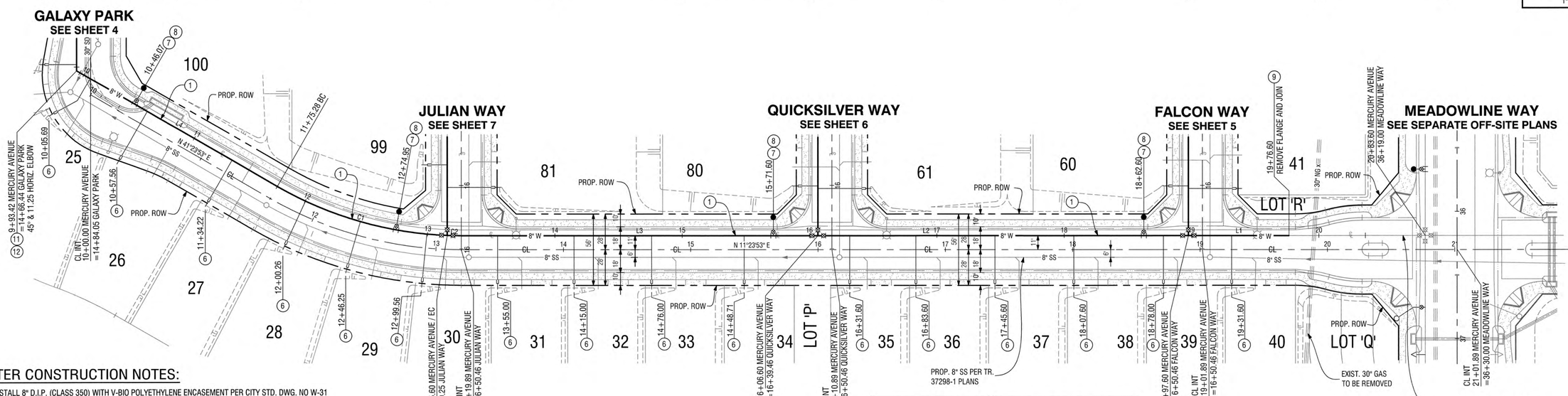


*PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



WATER CONSTRUCTION NOTES:

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6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
11. INSTALL 11.25° D.I.P. ELBOW
12. INSTALL 45° D.I.P. ELBOW

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	79.00'
L2	N 11°23'53" E	291.00'
L3	N 11°23'53" E	280.00'
L4	N 41°23'53" E	181.87'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	27°49'07"	289.00'	140.32'	71.57'
C2	2°10'53"	289.00'	11.00'	5.50'

Call before you Dig
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Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
9+93.42 TO 20+36.60

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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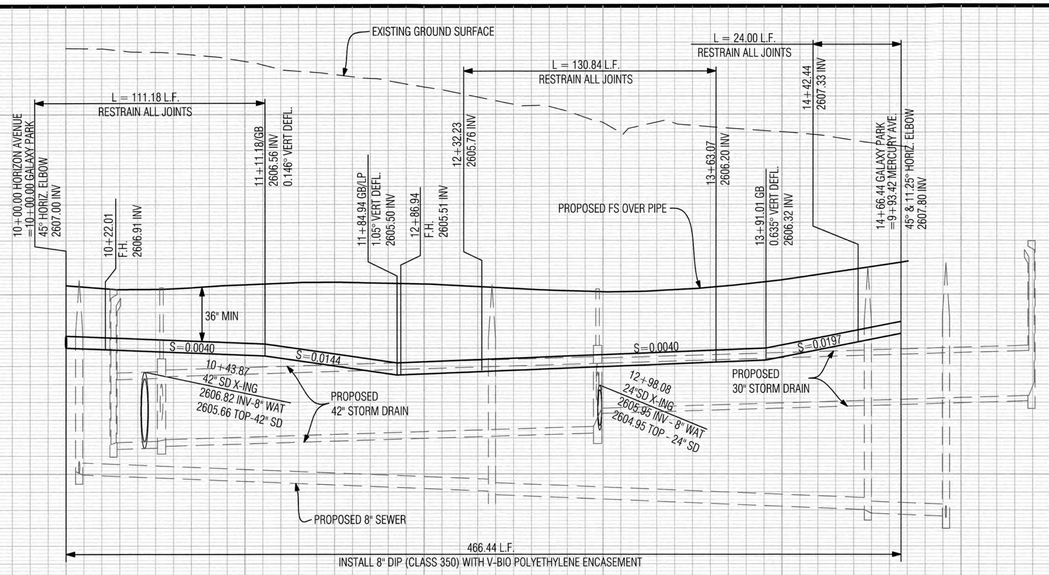

PROFILE UTILITY NOTES:

- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

WATER CONSTRUCTION NOTES:

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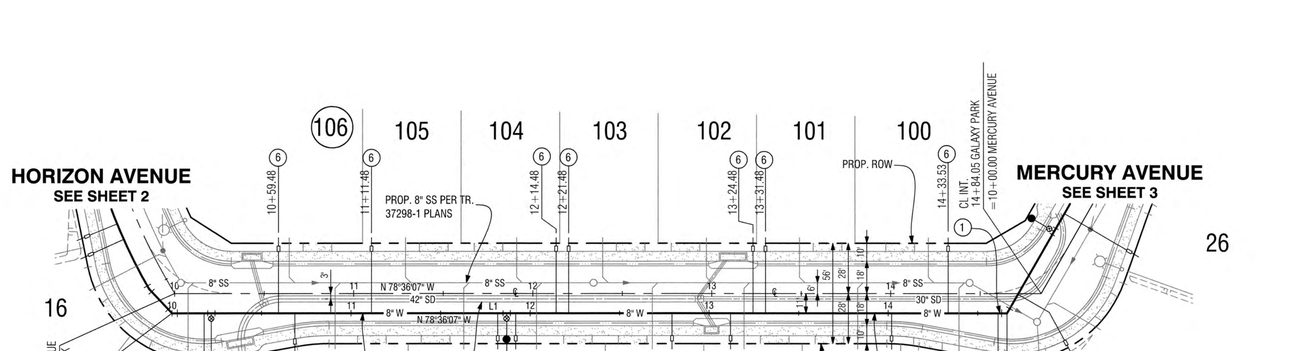
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20



GALAXY PARK

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	466.44'

0 20 40 80 160

1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
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No. 052496
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STATE OF CALIFORNIA

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RECOMMENDED FOR APPROVAL BY:
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SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
GALAXY PARK
STA10+00.00 TO STA14+66.44

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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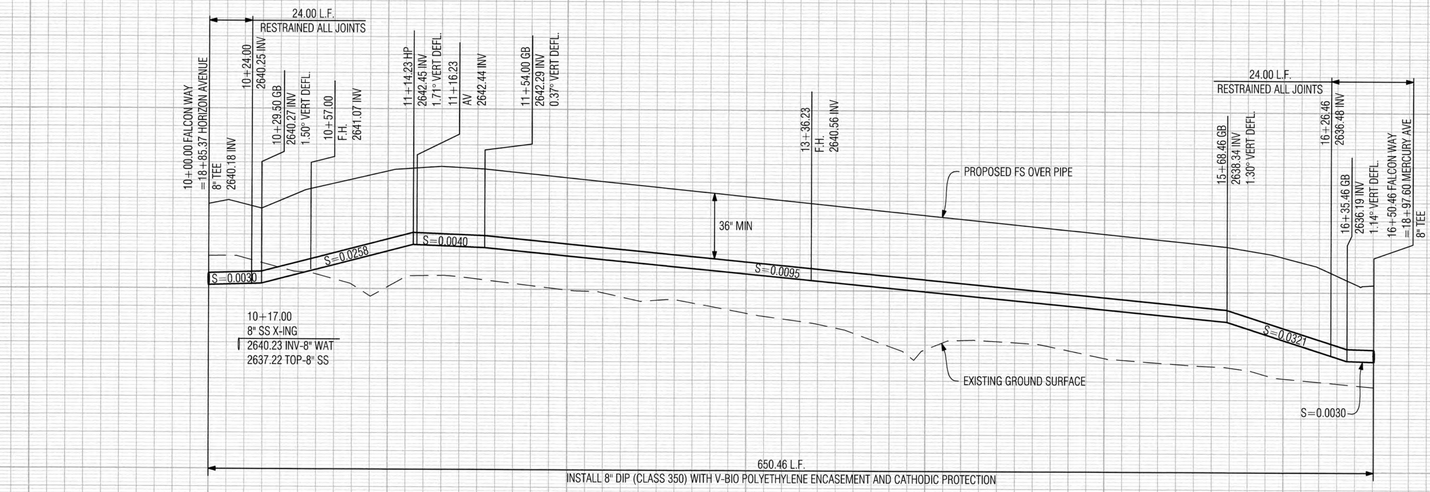

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PROFILE SCALES
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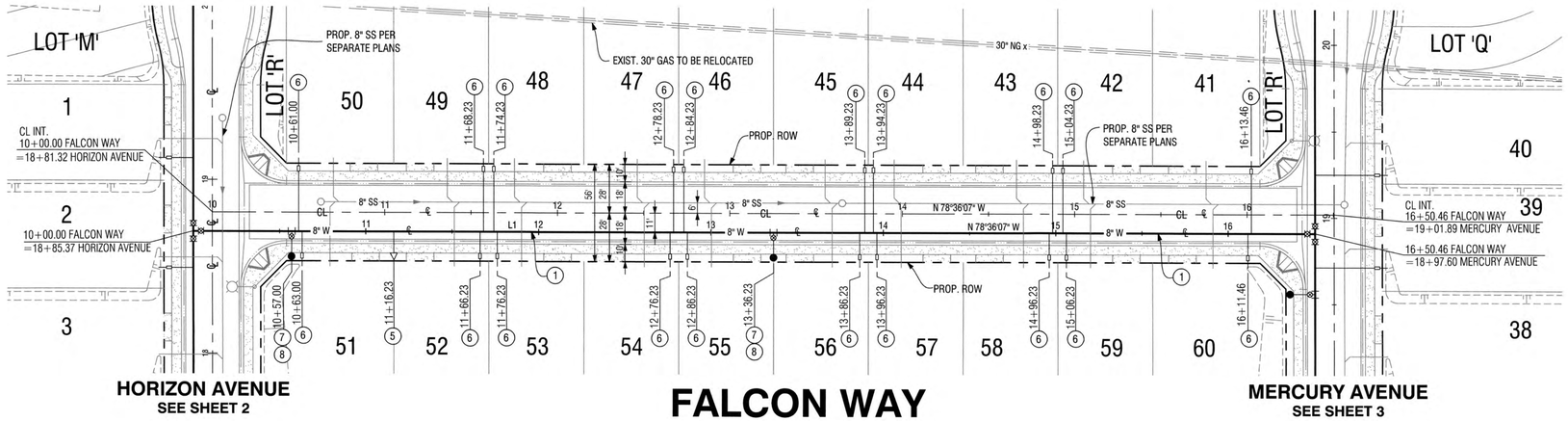
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

FALCON WAY

MERCURY AVENUE
SEE SHEET 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JUPITER WAY
10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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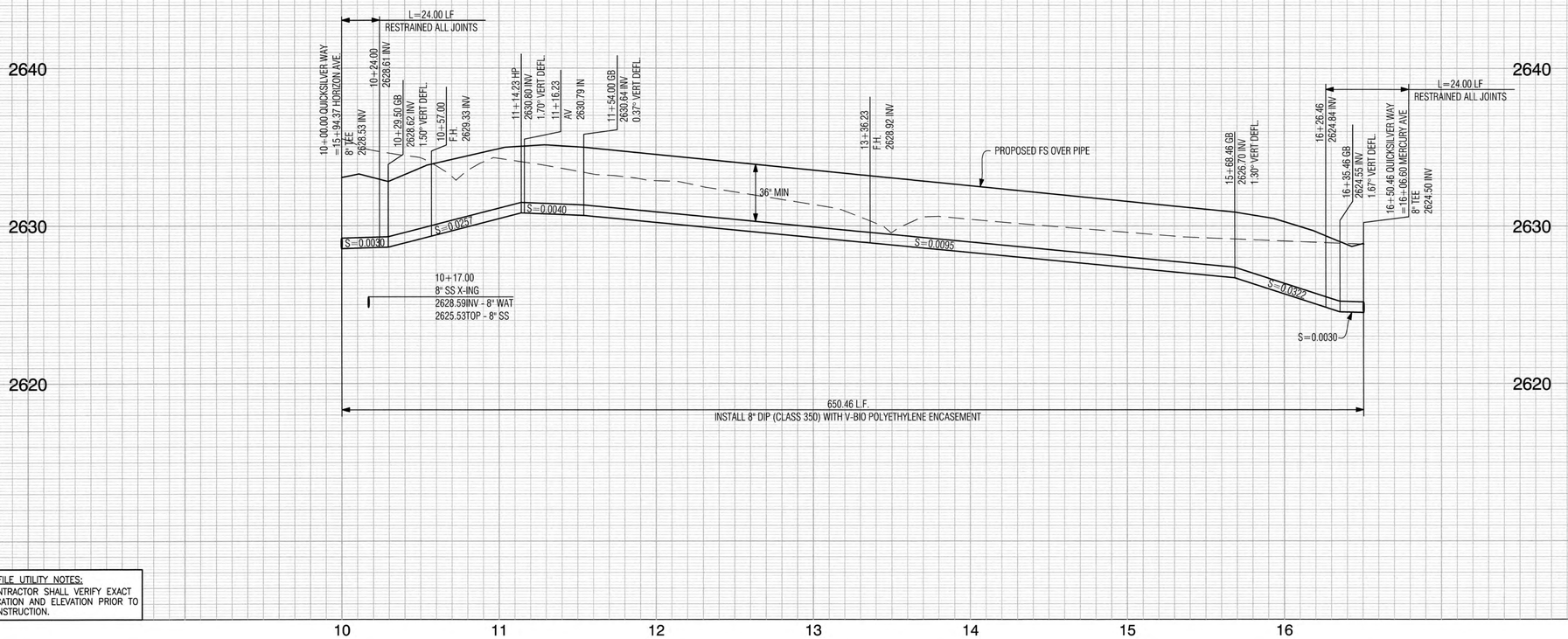

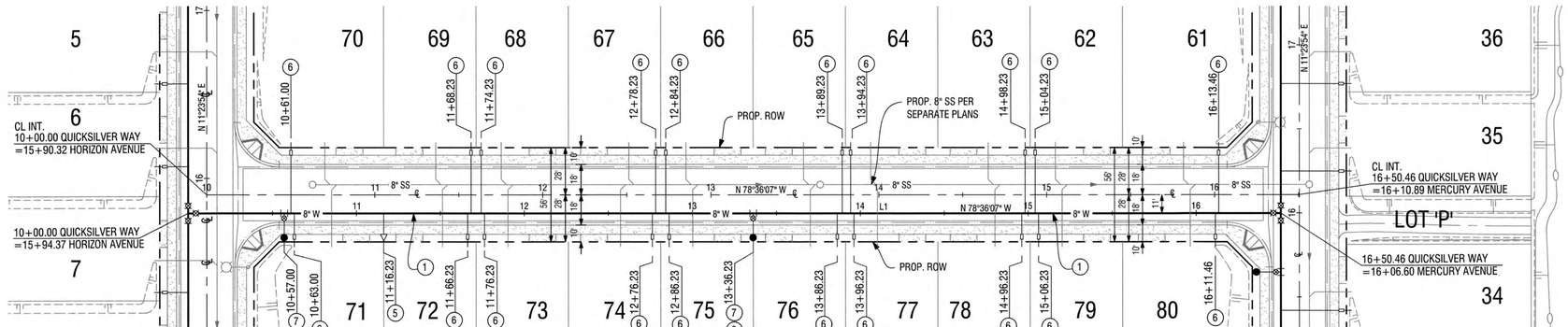

HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 4

QUICKSILVER WAY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

*PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
QUICKSILVER WAY
10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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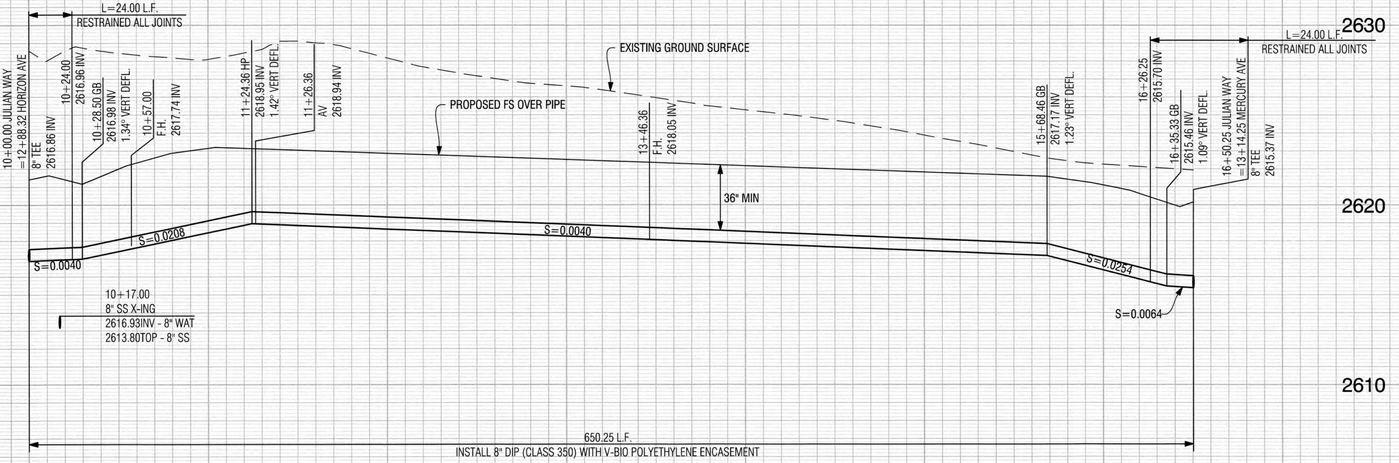
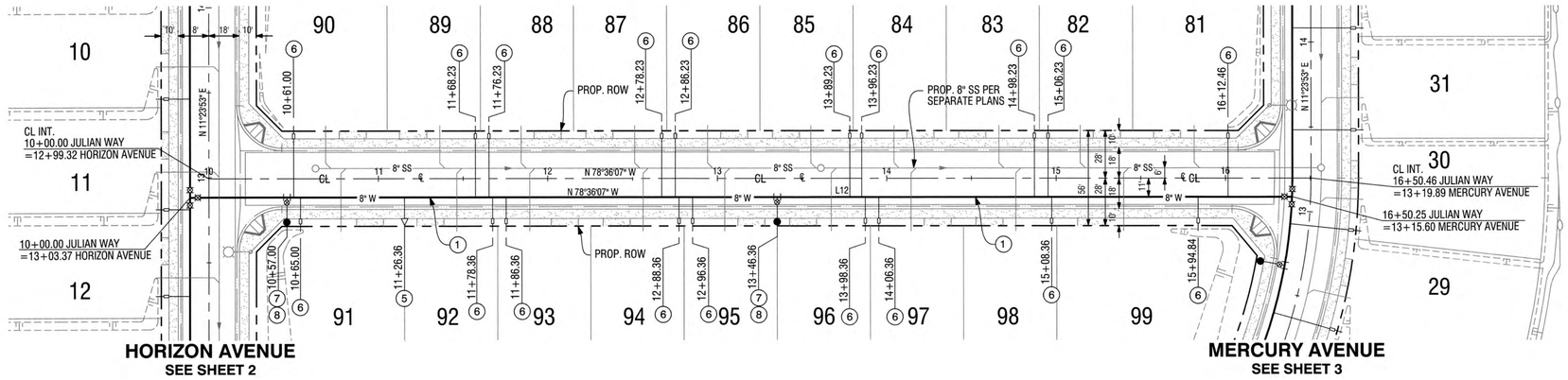


PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L12	N 78°36'07" W	650.25'

JULIAN WAY

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
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7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

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ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JULIAN WAY
10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-2
SEWER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

	MATH (LAKE MATHEWS)	TRAK (BOMMER CANYON)
	N 2257398.558	N 2171990.406
	E 6201355.292	E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

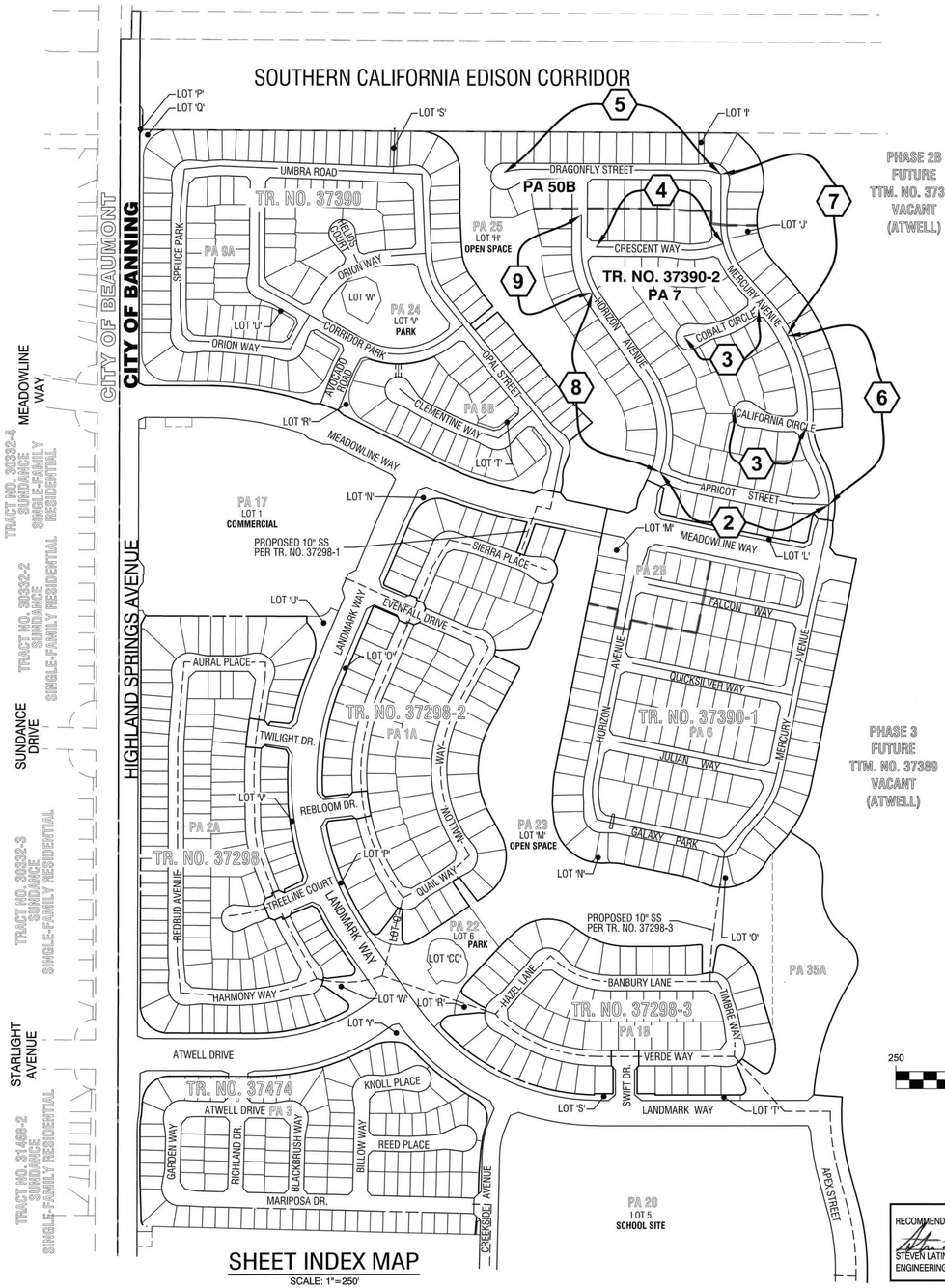
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

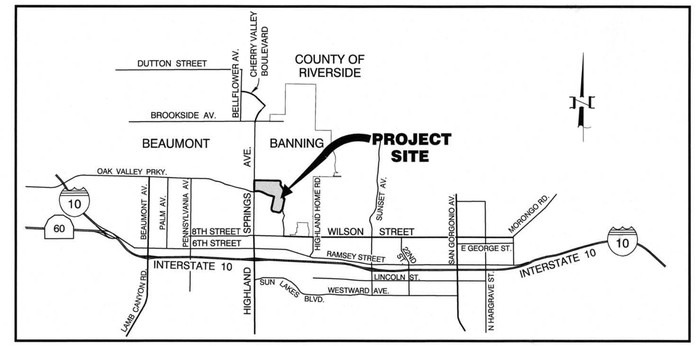
ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

SEWER LEGEND

EX. 8" SS	EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
8" SS	SEWER MAIN LINE
	SEWER MANHOLE
	SEWER LINE WITH LATERALS
B.W	BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

OWNER/APPLICANT/DEVELOPER

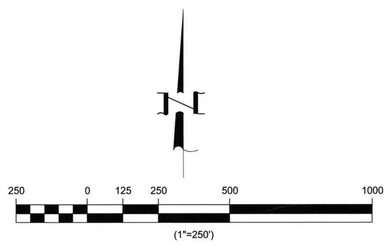
PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 426-4400
CONTACT: MICHAEL HEISHMAN

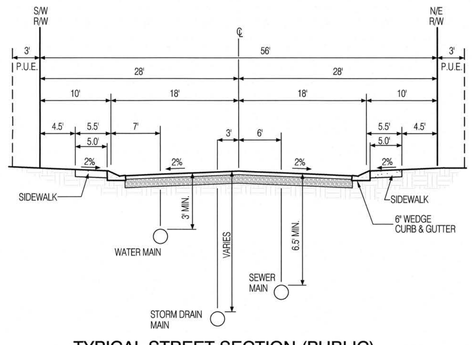
SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-9	SEWER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18	LF	2,533
2	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18	LF	2,163
3	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3	EA	31
4	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9	LF	2,350
5	ADJUST MANHOLE COVER TO GRADE	EA	31
6	REMOVE PLUG AND SEWER CLEAN-OUT AND JOIN 8" PVC SEWER PER TR. NO. 37390-1	EA	1
7	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9	LF	1,444
8	CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13	EA	5





TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"= 10'
VERT - 1"=5'

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
6/4/2020

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/10/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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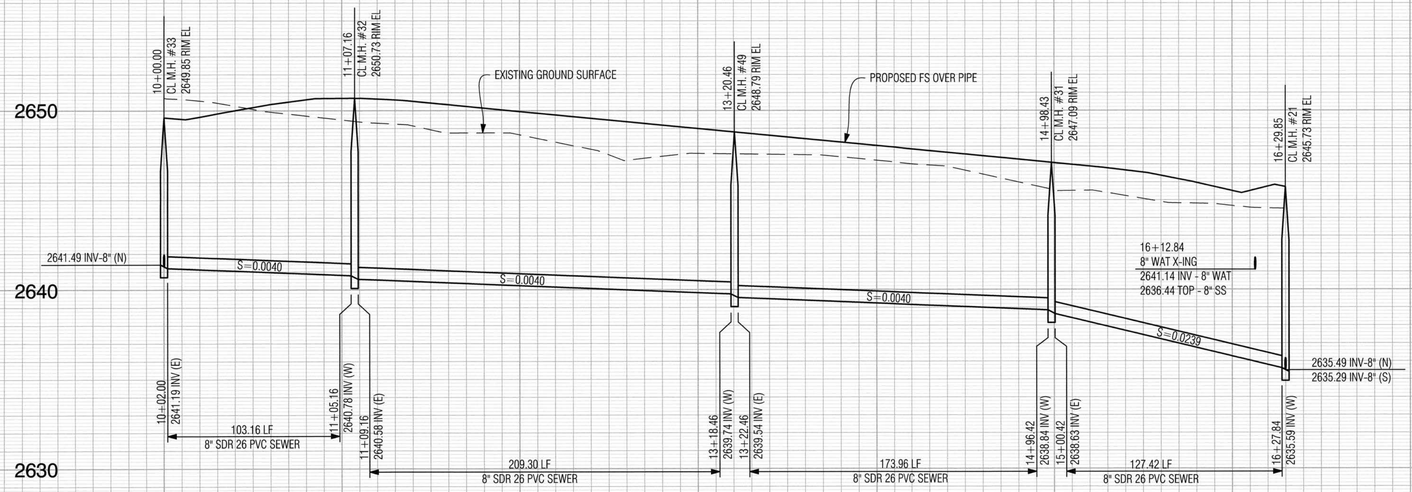
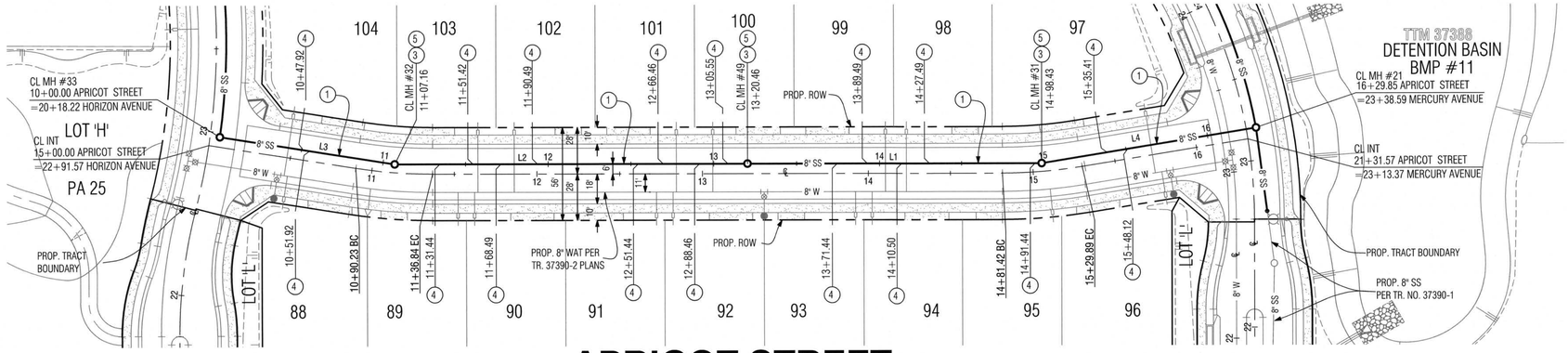


APRICOT STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

HORIZON AVENUE
SEE SHEET 8

MERCURY AVENUE
SEE SHEET 6



APRICOT STREET

MERCURY AVENUE
PER TR. NO. 37390-1

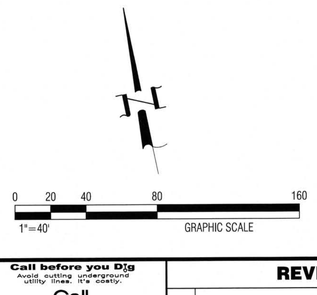
SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

LINE TABLE		
LINE #	**BEARING**	**DISTANCE**
L1	N 78°36'07" W	177.96'
L2	N 78°36'07" W	213.30'
L3	N 69°41'55" W	107.16'
L4	N 87°51'37" W	131.42'

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
88	2652.7	2649.85	33	
89	2652.7	2650.73	32	
90	2652.4	2650.73	32	
91	2651.8	2650.73	32	
92	2651.2	2650.73	32	
93	2650.6	2648.79	49	
94	2650.1	2648.79	49	
95	2649.5	2648.79	49	
96	2649.0	2647.09	31	

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
97	2649.3	2647.09	31	
98	2649.9	2648.79	49	
99	2650.5	2648.79	49	
100	2651.0	2650.73	32	
101	2651.6	2650.73	32	
102	2652.2	2650.73	32	
103	2652.7	2650.73	32	
104	2652.7	2649.85	33	



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PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
APRICOT STREET
10+00.00 TO 16+29.85

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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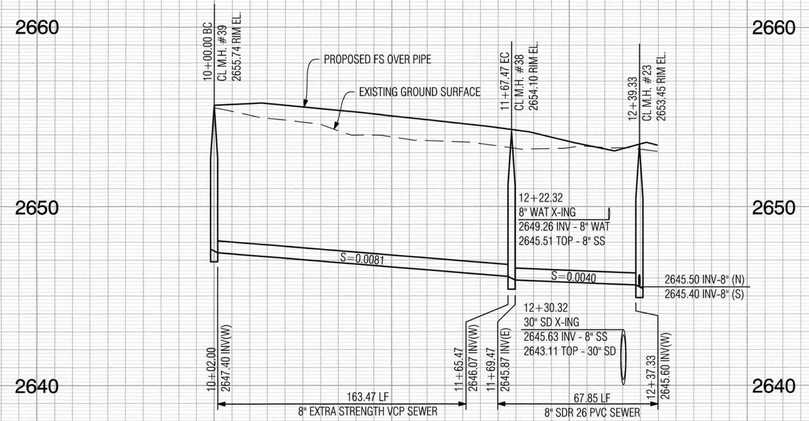
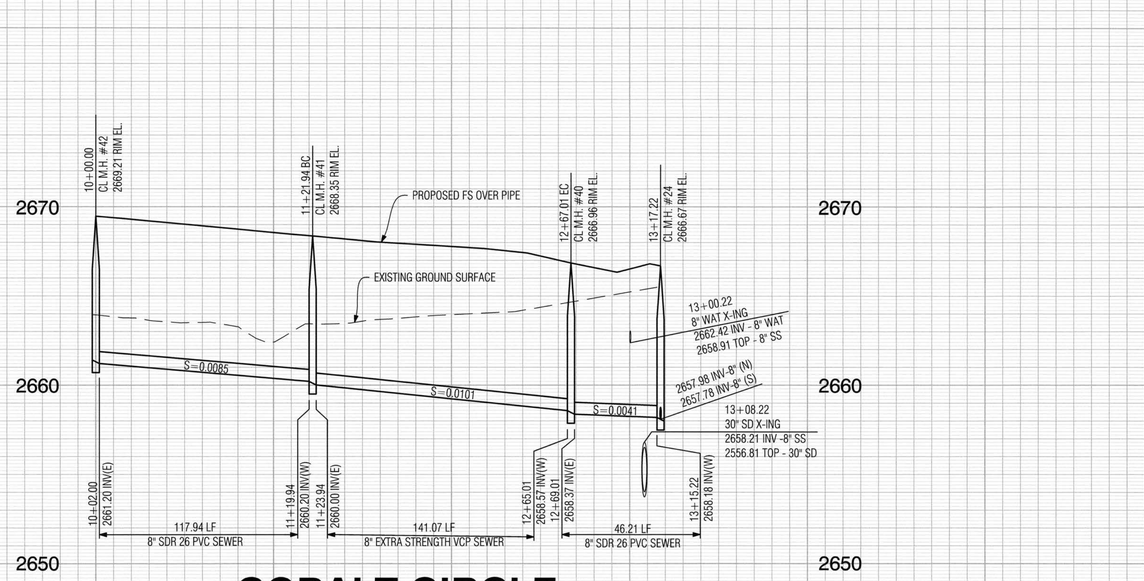


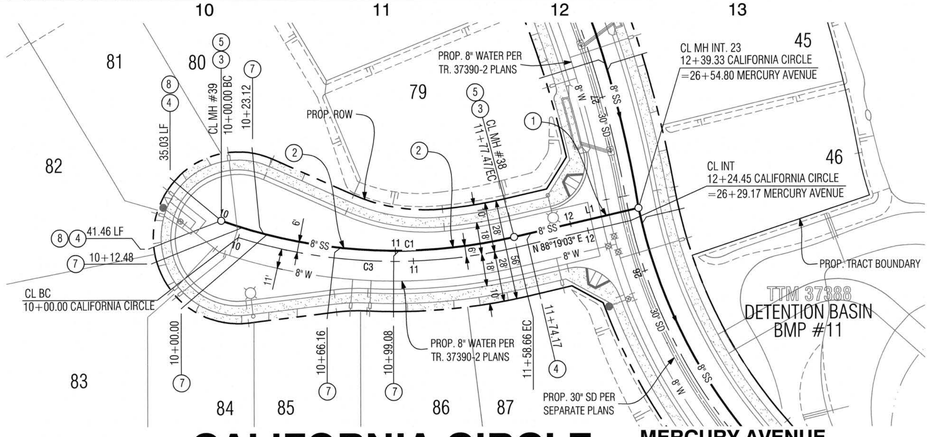
CALIFORNIA CIRCLE



COBALT CIRCLE

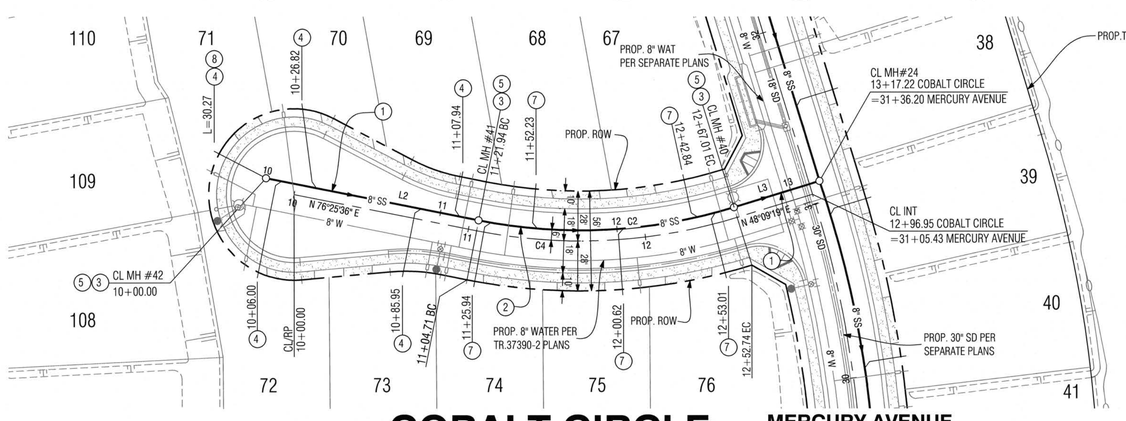
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CALIFORNIA CIRCLE

MERCURY AVENUE
SEE SHEET 6



COBALT CIRCLE

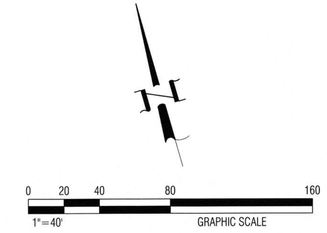
MERCURY AVENUE
SEE SHEET 7

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 88°19'03" E	71.85'
L2	N 76°25'36" E	121.94'
L3	N 48°09'19" E	50.21'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	32°38'17"	294.00'	167.47'	86.08'
C2	28°16'16"	294.00'	145.07'	74.04'
C3	30°18'08"	300.00'	158.66'	81.23'
C4	28°16'17"	300.00'	148.03'	75.55'



TRACT NO. 37390-2 SEWER BACKWATER VALVES

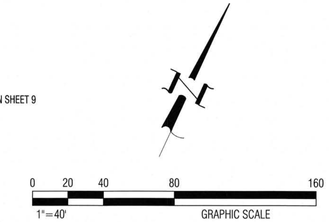
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
67	2669.8	2668.35	41	
68	2670.2	2668.35	41	
69	2670.7	2669.21	42	
70	2671.2	2669.21	42	
71	2671.7	2669.21	42	
72	2671.3	2669.21	42	
73	2670.8	2669.21	42	
74	2670.5	2668.35	41	
75	2670.0	2668.35	41	
76	2669.6	2668.35	41	

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
80	2657.5	2655.74	39	
81	2657.8	2655.74	39	
82	2658.5	2655.74	39	
83	2658.7	2655.74	39	
84	2657.7	2655.74	39	
85	2657.3	2655.74	39	
86	2656.8	2655.74	39	
87	2656.5	2654.10	38	

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON
8. CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13



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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20[illegible]
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CALIFORNIA CIRCLE & COBALT CIRCLE
10+00.00 TO 12+39.33 10+00.00 TO 13+17.22

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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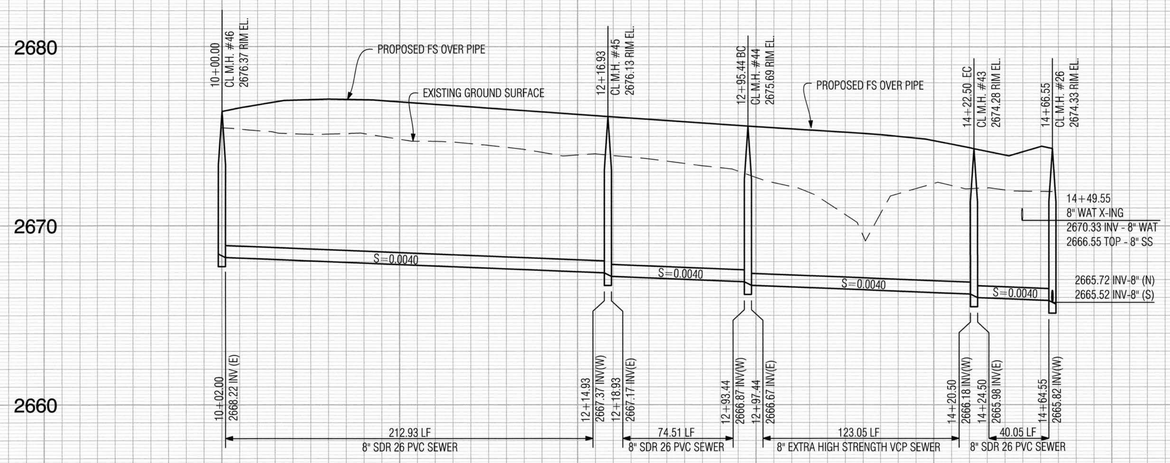
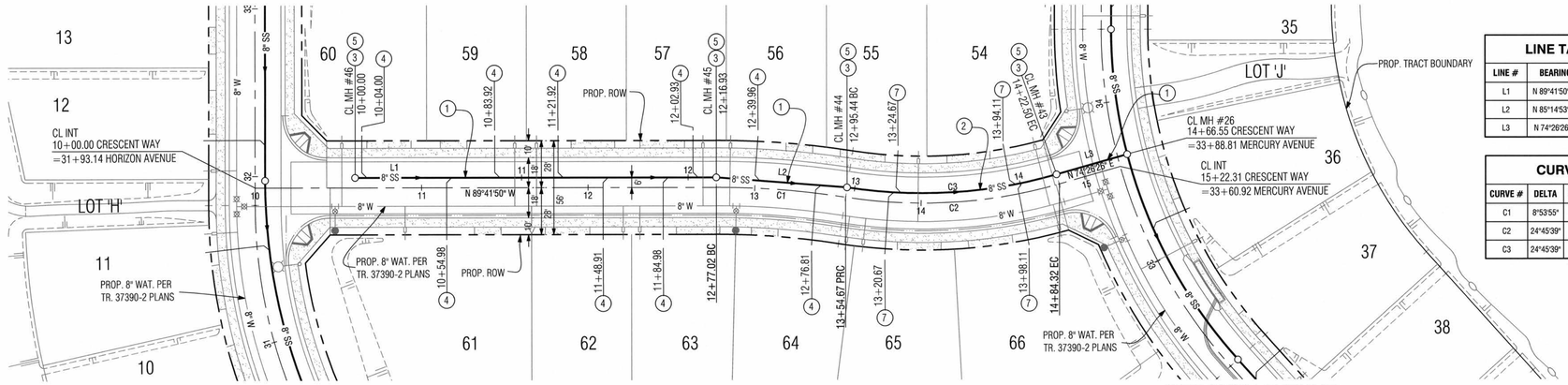


CRESCENT WAY



HORIZON AVENUE
SEE SHEET 9

MERCURY AVENUE
SEE SHEET 7

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89°41'50" W	216.93'
L2	N 85°14'53" W	78.51'
L3	N 74°26'26" E	44.05'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°53'55"	500.00'	77.66'	38.91'
C2	24°45'39"	300.00'	129.65'	65.85'
C3	24°45'39"	294.00'	127.05'	64.53'

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
54	2677.4	2675.69	44	
55	2677.7	2675.69	44	
56	2678.0	2676.13	45	
57	2678.5	2676.37	46	
58	2678.9	2676.37	46	
59	2679.1	2676.37	46	
60	2679.1	2676.37	46	
61	2679.0	2676.37	46	
62	2678.8	2676.37	46	
63	2678.4	2676.37	46	
64	2678.0	2676.13	45	
65	2677.6	2675.69	44	
66	2677.3	2675.69	44	

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6.1.2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CRESCENT WAY
10+00.00 TO 14+66.55

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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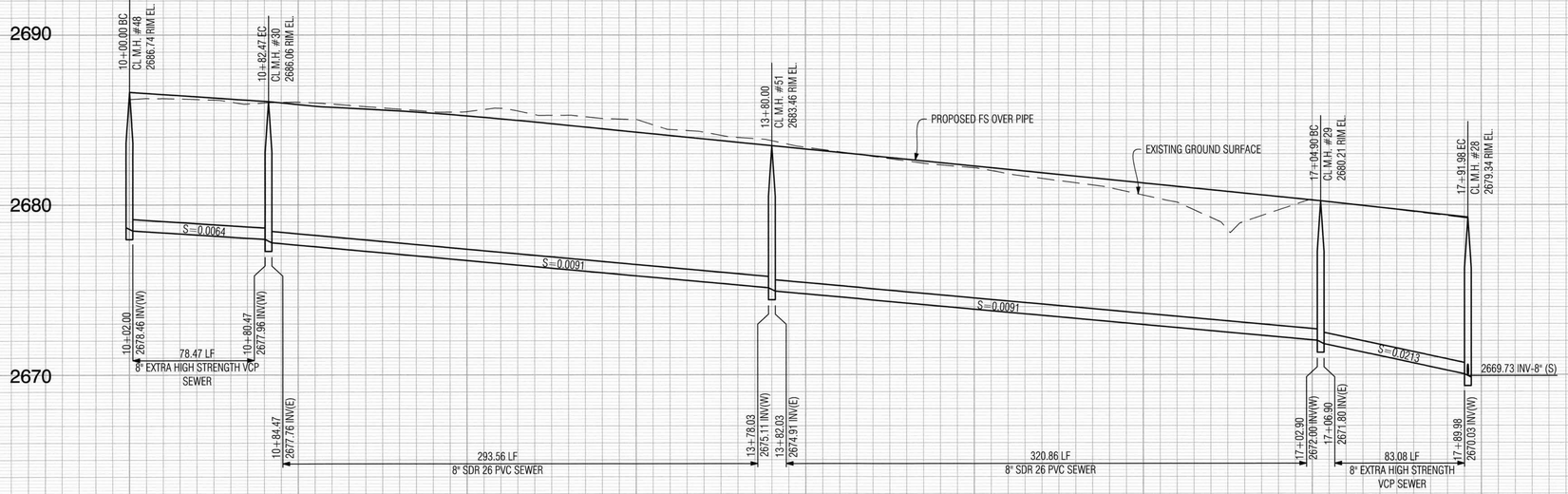
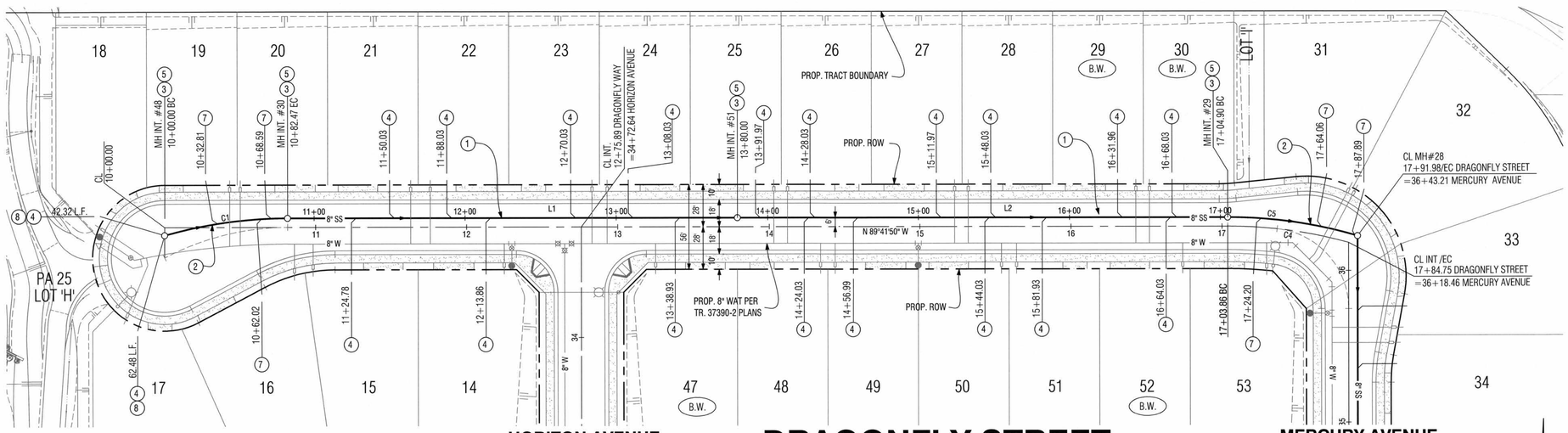


DRAGONFLY STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 9

MERCURY AVENUE
SEE SHEET 7

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
47	2686.0	2686.06	30	X
48	2685.4	2683.46	51	
49	2684.8	2683.46	51	
50	2684.2	2683.46	51	
51	2683.6	2683.46	51	
52	2683.0	2683.46	51	X
53	2682.4	2680.21	29	

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
14	2687.4	2686.06	30	
15	2687.9	2686.06	30	
16	2688.5	2686.74	48	
17	2688.7	2686.74	48	
18	2689.1	2686.74	48	
19	2688.5	2686.74	48	
20	2688.2	2686.74	48	
21	2687.8	2686.06	30	
22	2687.4	2686.06	30	
23	2686.9	2686.06	30	
24	2686.3	2686.06	30	
25	2685.7	2683.46	51	
26	2685.1	2683.46	51	
27	2684.5	2683.46	51	
28	2683.9	2683.46	51	
29	2683.3	2683.46	51	X
30	2682.7	2683.46	51	X
31	2681.9	2680.21	29	
32	2681.8	2680.21	29	

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
8. CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89°41'50" W	297.56'
L2	N 89°41'50" W	324.86'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	15°45'03"	300.00'	82.47'	41.50'
C4	15°26'56"	300.00'	80.89'	40.69'
C5	16°18'21"	306.00'	87.08'	43.84'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DRAGONFLY STREET
10+00.00 TO 17+91.98

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

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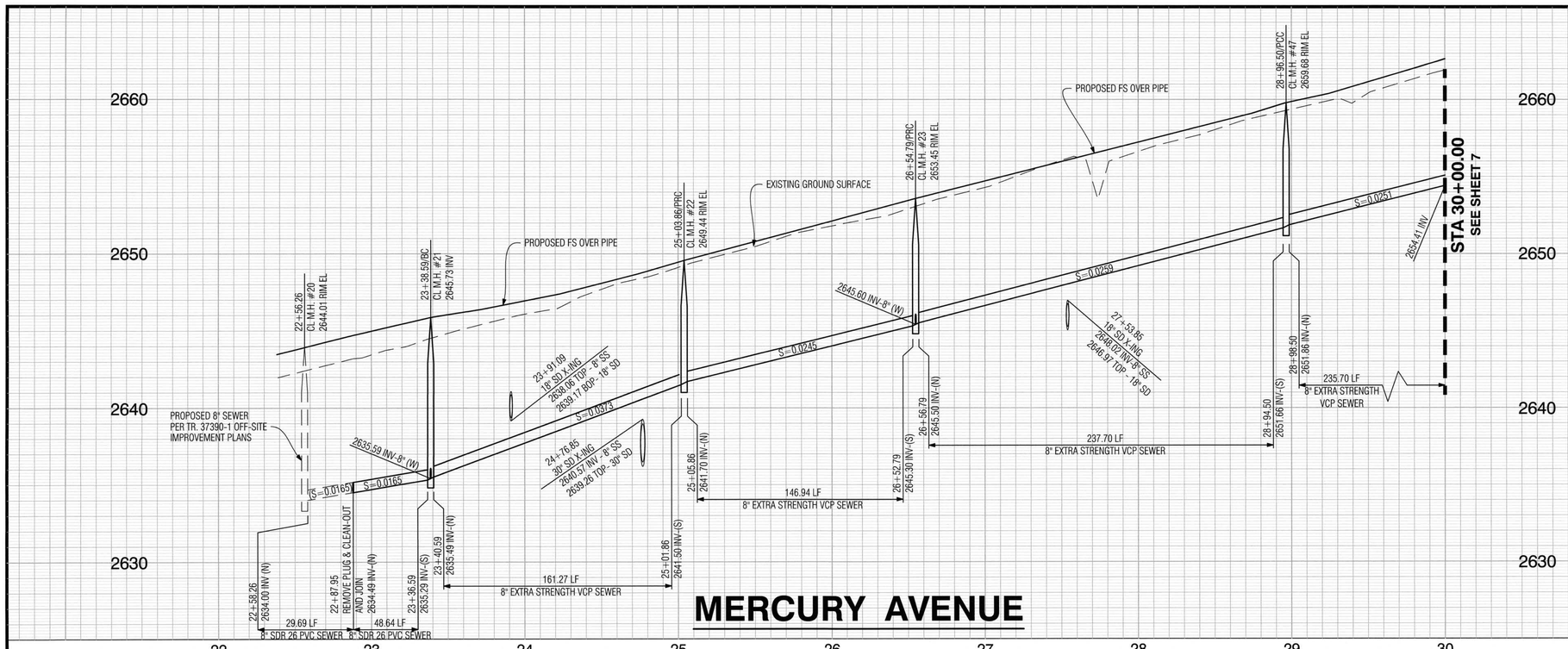
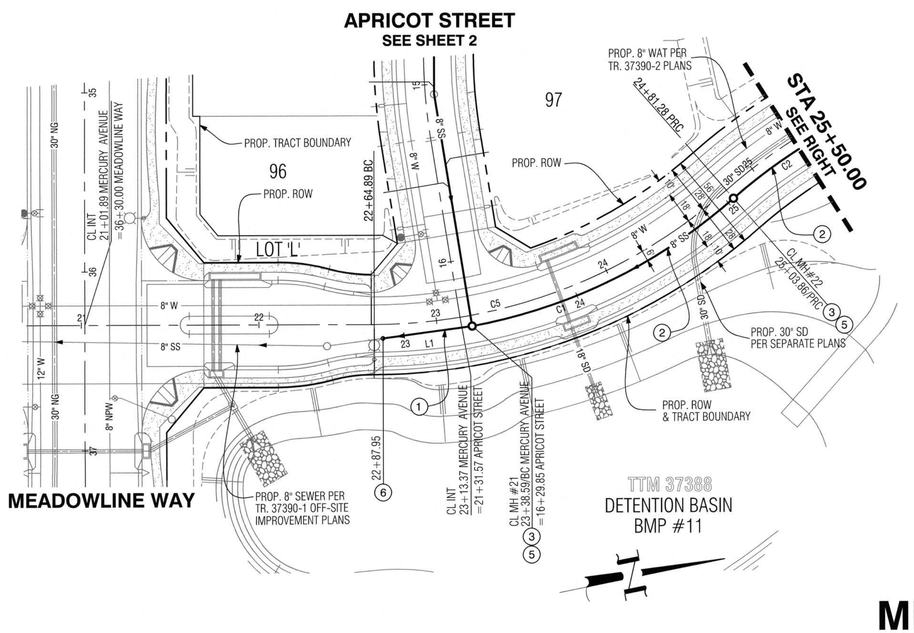
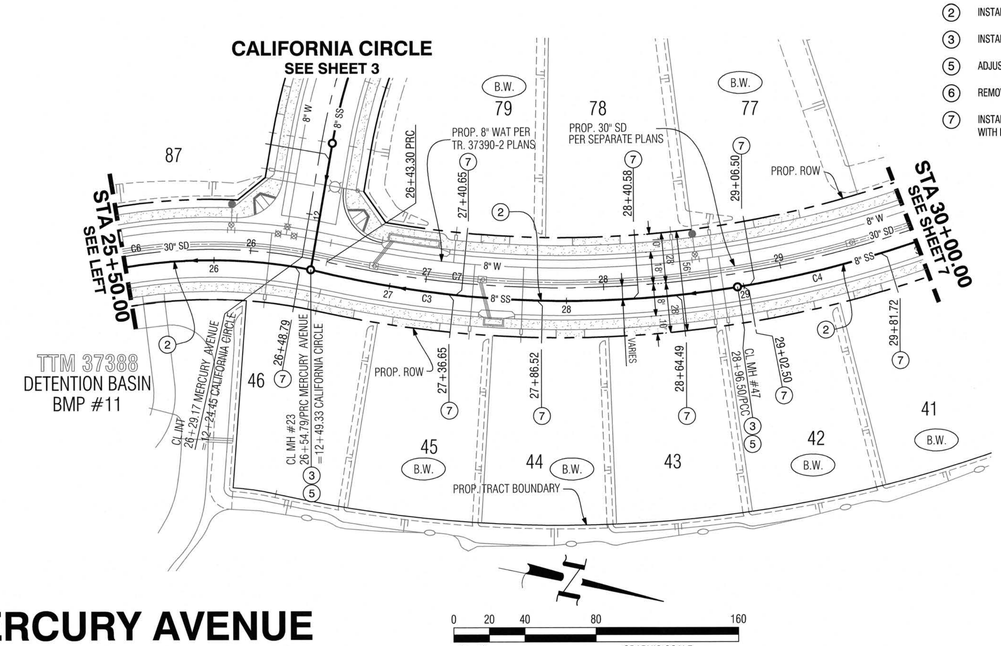
TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'





0 20 40 80 160
1"=40'
GRAPHIC SCALE

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
6. REMOVE PLUG AND SEWER CLEAN-OUT AND JOIN 8" PVC SEWER PER TR. NO. 37390-1
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 3°42'56" E	50.64'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°56'40"	306.00'	165.27'	84.70'
C2	29°24'54"	294.00'	150.94'	77.17'
C3	23°04'51"	600.00'	241.70'	122.51'
C4	22°53'24"	600.00'	239.70'	121.47'
C5	41°19'35"	300.00'	216.38'	113.14'
C6	30°56'37"	300.00'	162.02'	83.04'
C7	42°51'37"	610.00'	456.31'	239.43'

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
41	2664.9	2666.67	24	X
42	2663.1	2666.67	24	X
43	2661.4	2659.68	47	
44	2659.7	2659.68	47	X
45	2658.1	2659.68	47	X
46	2656.5	2653.45	23	
77	2663.5	2666.67	24	X
78	2661.1	2659.68	47	
79	2658.8	2659.68	47	X

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20[illegible]
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
22+87.95 TO 30+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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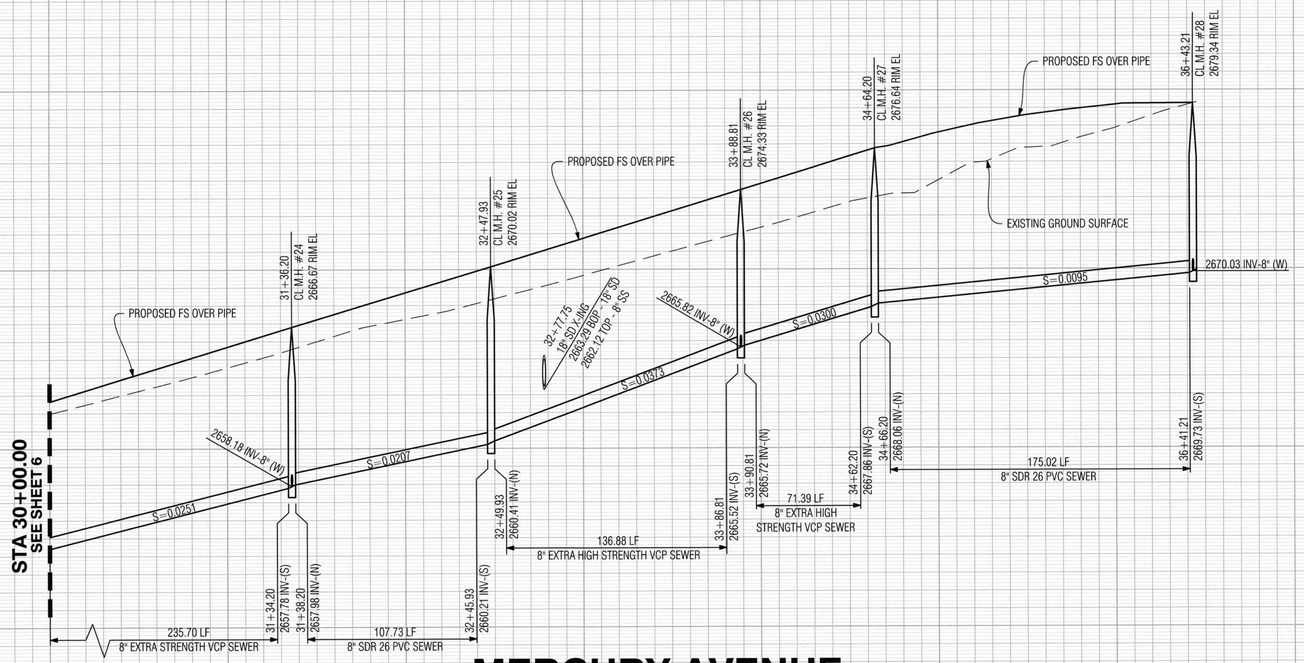
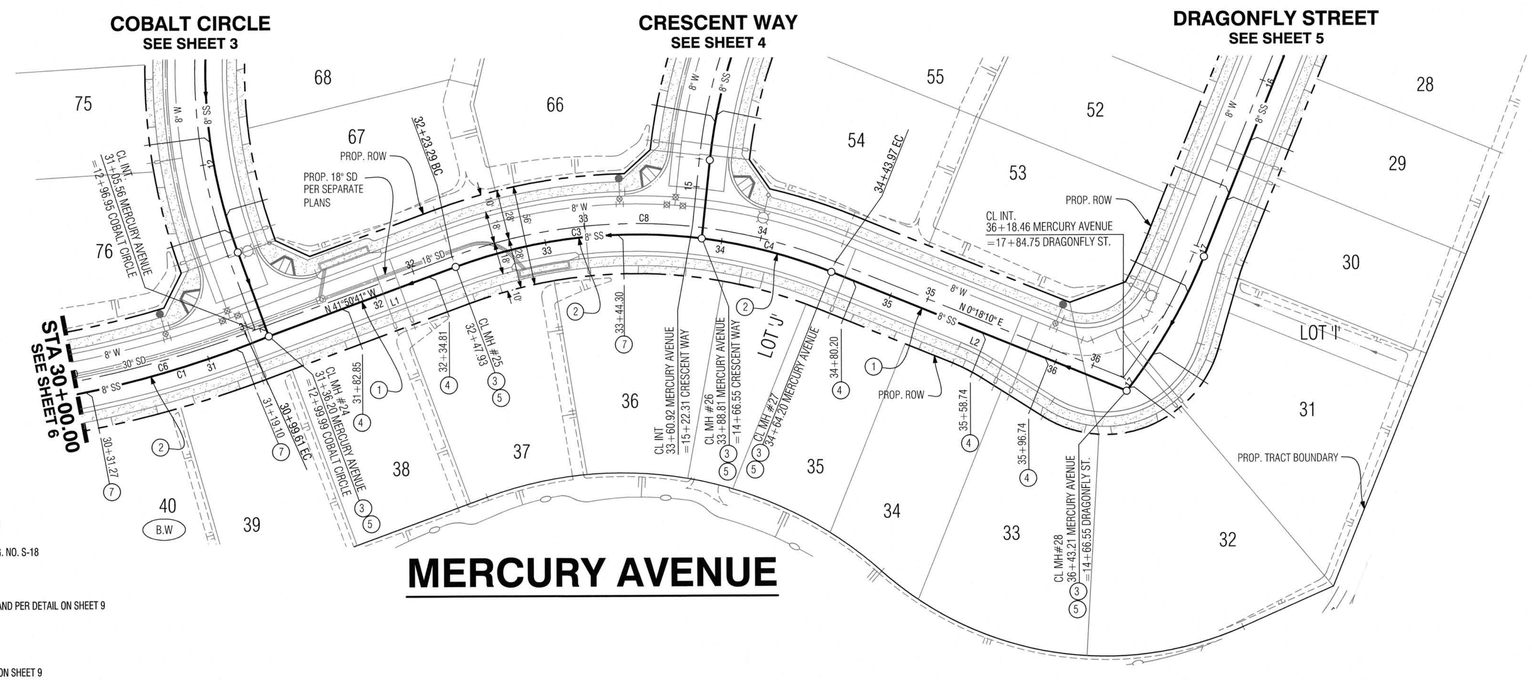


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 41°50'41" W	111.73'
L2	N 0°18'10" E	179.02'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°59'08"	600.00'	240.70'	121.99'
C3	27°27'16"	294.00'	140.88'	71.82'
C4	14°41'34"	294.00'	75.39'	37.90'
C6	42°51'37"	610.00'	456.31'	239.43'
C8	42°08'50"	300.00'	220.68'	115.60'

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
33	2681.5	2679.34	28	
34	2680.8	2679.34	28	
35	2680.0	2679.34	28	
36	2676.8	2674.33	26	
37	2673.6	2670.02	25	
38	2670.8	2670.02	25	
39	2668.8	2666.67	24	
40	2666.8	2666.67	24	X

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/11/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 7-2.
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
30+00.00 TO 36+43.21

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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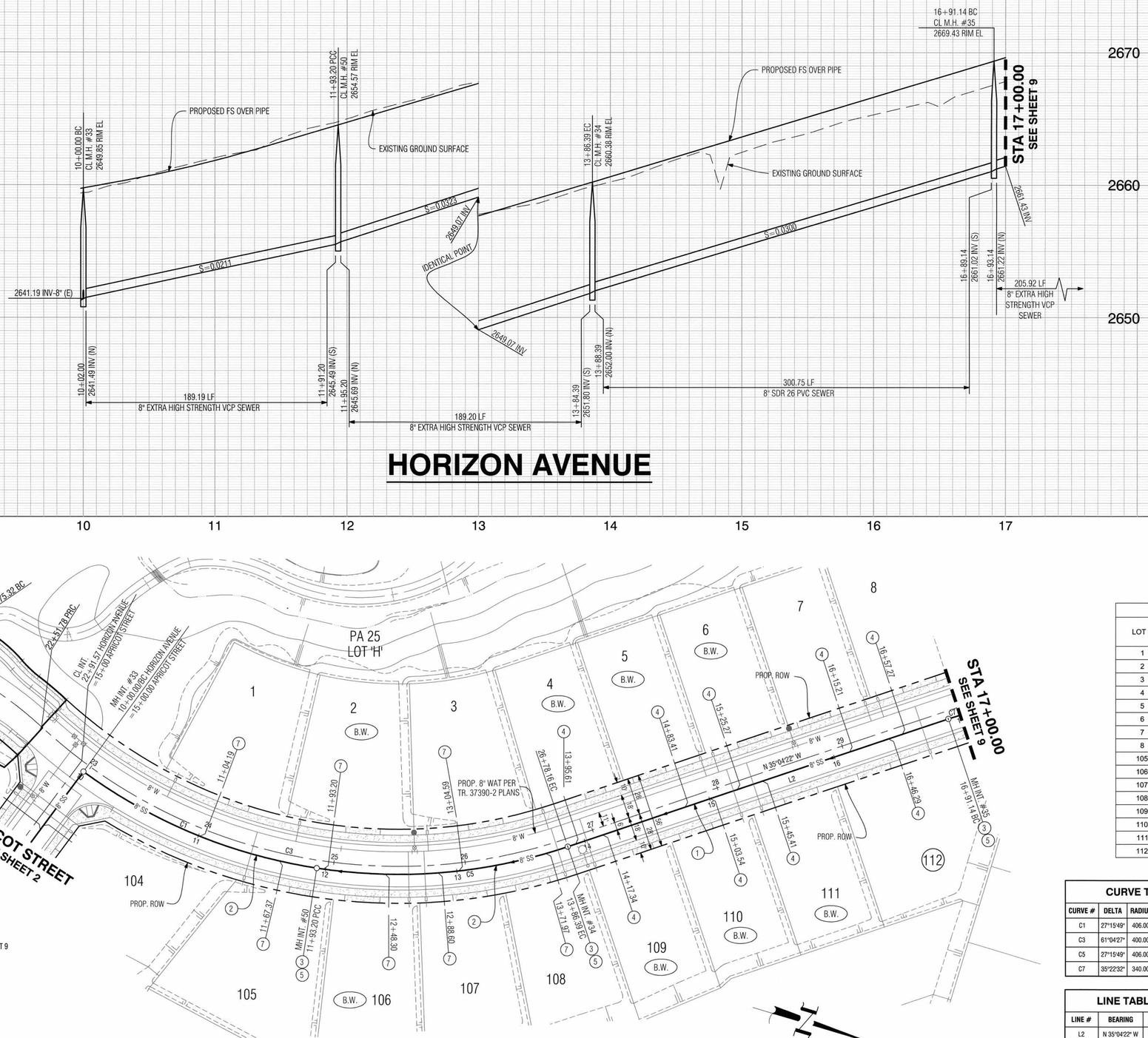

HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

HORIZON AVENUE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
1	2655.4	2654.57	50	
2	2658.6	2660.28	34	X
3	2661.7	2660.28	34	
4	2664.0	2669.43	35	X
5	2665.9	2669.43	35	X
6	2667.8	2669.43	35	X
7	2669.8	2669.43	35	
8	2671.8	2669.43	35	
105	2657.0	2654.57	50	
106	2658.8	2660.28	34	X
107	2660.7	2660.28	34	
108	2662.6	2660.28	34	
109	2664.6	2669.43	35	X
110	2666.7	2669.43	35	X
111	2668.5	2669.43	35	X
112	2670.3	2669.43	35	

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	27°15'49"	406.00'	193.19'	98.46'
C3	61°04'27"	400.00'	426.38'	235.97'
C5	27°15'49"	406.00'	193.19'	98.46'
C7	35°22'32"	340.00'	209.92'	108.43'

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 35°04'22" W	304.75'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
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No. 052496
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LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
10+00.00 TO 17+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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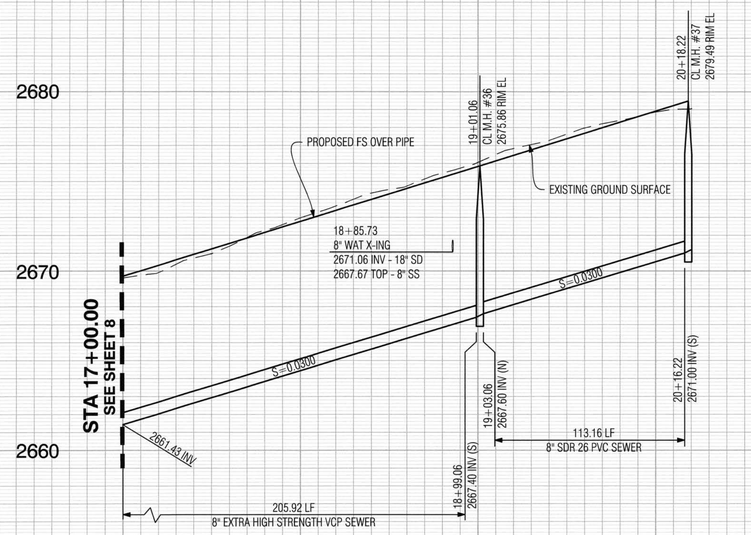
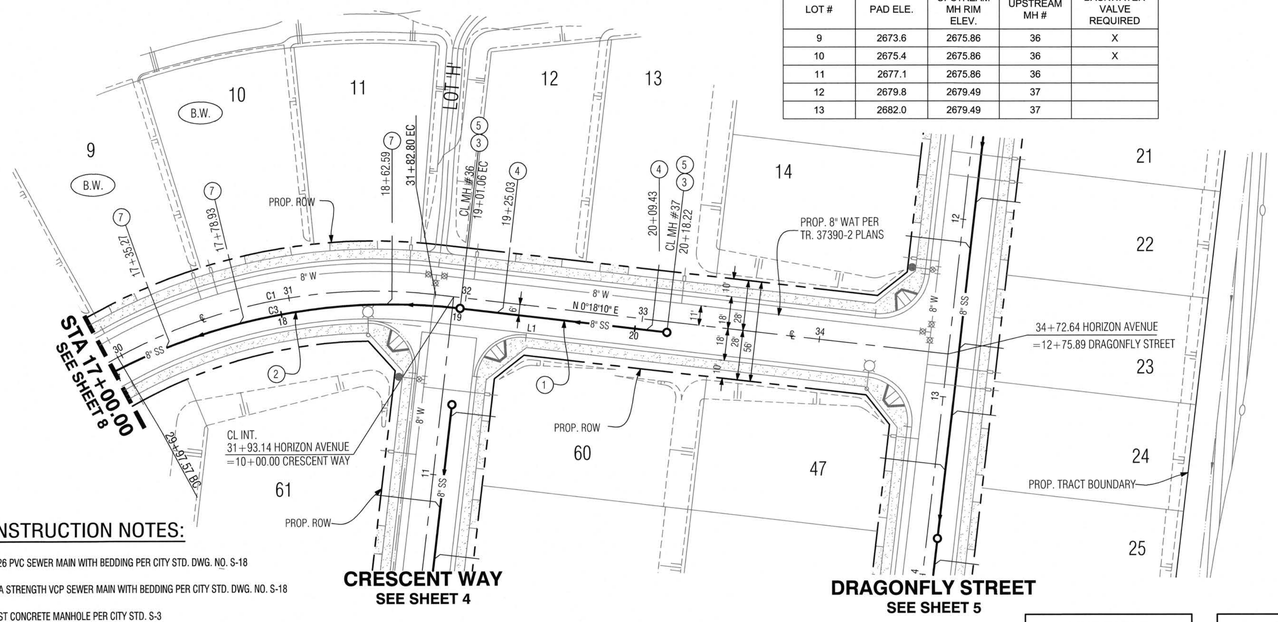


2680
2670
2660

HORIZON AVENUE

17 18 19 20

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
9	2673.6	2675.86	36	X
10	2675.4	2675.86	36	X
11	2677.1	2675.86	36	
12	2679.8	2679.49	37	
13	2682.0	2679.49	37	



CRESCENT WAY
SEE SHEET 4

DRAGONFLY STREET
SEE SHEET 5

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
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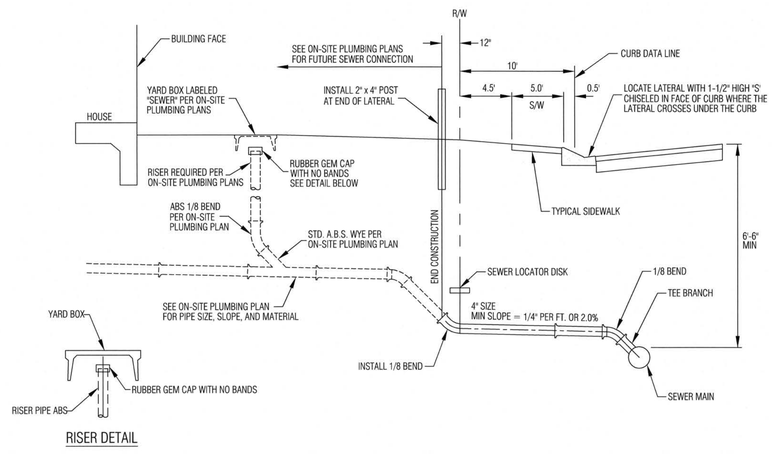
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°18'10" E	117.16'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	35°22'32"	300.00'	185.23'	95.67'
C3	35°22'32"	340.00'	209.92'	108.43'



RISER DETAIL

4 7 HOUSE LATERAL
MODIFIED CITY STD. DWG. NO. S-22
N.T.S.

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
17+00.00 TO 20+18.22

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-2 ATWELL

ON-SITE STREET IMPROVEMENT PLAN

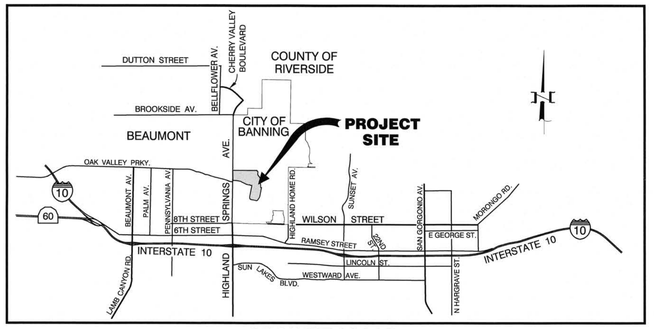
GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK: THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS.CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON- METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-277-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCT/ON CONTROL STAKING.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/ OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/ OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.



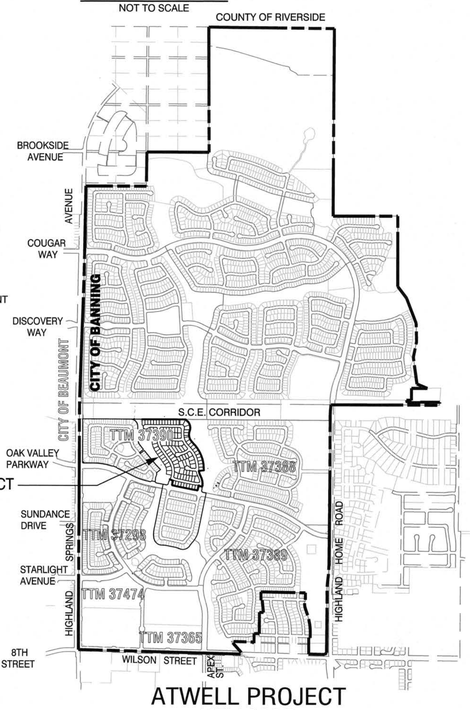
SHEET INDEX MAP

SCALE: 1"=300'



VICINITY MAP

NOT TO SCALE



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

LEGEND

	TRACT BOUNDARY
	STREET CENTERLINE
	SIDEWALK
	PROPOSED CURB & GUTTER
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
55	LOT NUMBER
87	HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER
SD	PROPOSED STORM DRAIN
SS	PROPOSED SANITARY SEWER
DW	PROPOSED POTABLE WATER
RCW	PROPOSED NON-POTABLE WATER
	PROPOSED RETAINING WALL
3	STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER
10	SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER

ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
CVC	CENTER VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING
F.H.	FIRE HYDRANT
BCR	BEGIN CURB RETURN
ECR	END CURB RETURN
R/W	RIGHT OF WAY

LEGAL DESCRIPTION

LOTS 1-7, 10; AND PORTIONS OF LOTS 8, 9, 10, 18, & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

408-120-001 THROUGH -005, -007 THROUGH -009
PORTIONS OF 408-120-006, -010, -012, -019, -020

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10

NPDES GENERAL NOTES:

SEE NPDES GENERAL NOTES SHEET 2.

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
6/4/2020

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. CITY OF BEAUMONT MUNICIPAL CODE AND STANDARD SPECIFICATIONS.
3. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007, FOR CITY OF BEAUMONT.
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS", 2018 EDITION.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS", 2015.
6. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, REVISION 4.
7. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

SHEET INDEX

SHEET	1	TITLE SHEET, GENERAL NOTES, SHEET INDEX MAP, AND VICINITY MAP
SHEET	2	TYPICAL STREET SECTIONS, DETAILS, CONSTRUCTION NOTES AND QTYS
SHEET	3	DETAILS
SHEET	4-5	HORIZON AVENUE - STREET PLAN AND PROFILE
SHEET	6-7	MERCURY AVENUE - STREET PLAN AND PROFILE
SHEET	8	APRICOT STREET - STREET PLAN AND PROFILE
SHEET	9	COBALT CIRCLE & CALIFORNIA CIRCLE - STREET PLAN AND PROFILE
SHEET	10	CRESCENT WAY - STREET PLAN AND PROFILE
SHEET	11	DRAGONFLY STREET - STREET PLAN AND PROFILE
SHEET	12-13	SIGNING AND STRIPING PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/10/20
DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TITLE SHEET & SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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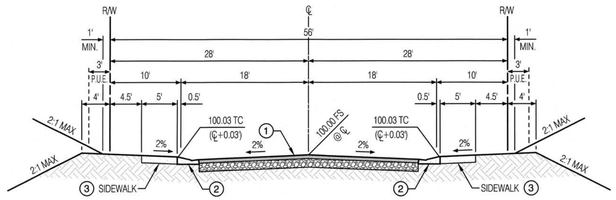
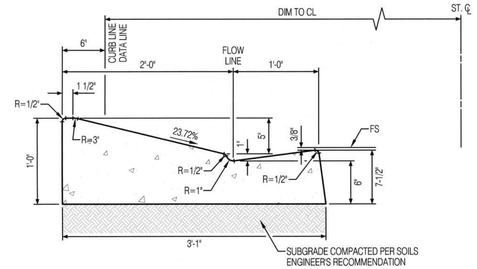


HORIZON AVENUE, MERCURY AVENUE, APRICOT STREET, CALIFORNIA CIRCLE, COBALT CIRCLE, CRESCENT WAY, DRAGONFLY STREET (PUBLIC)

(MODIFIED LOCAL RESIDENTIAL STREET) TI=5.5

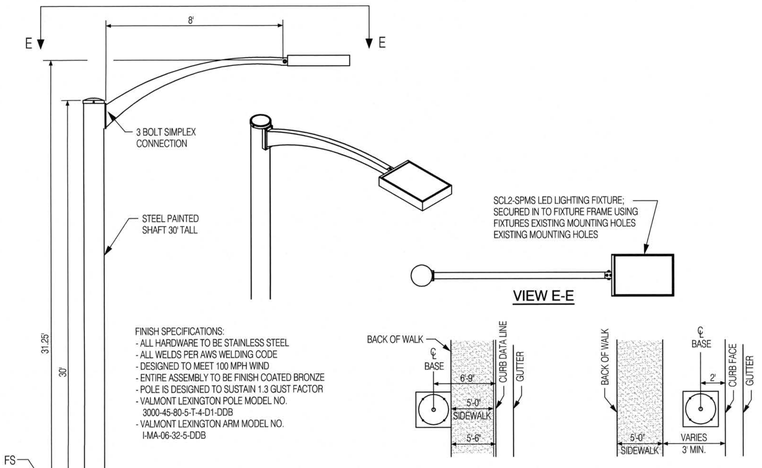
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEERS RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISH WORK SHALL PROVIDENT AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF A ACCESS RAMP.

(2) 6" WEDGE CURB & GUTTER CURB

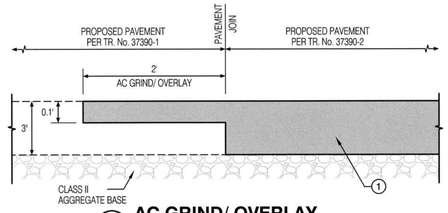
NTS



NOTES:
1. THE BOLT PATTERN TEMPLATE SHOWN IS TYPICAL FOR MANY POLES. CONTRACTOR TO OBTAIN PROPER TEMPLATE FOR THE SPECIFIC POLE USED.
2. CONTACT THE C.O.B. ELECTRIC INSPECTOR 24 HOURS PRIOR TO POURING THE CONCRETE BASE. THE CONCRETE BASE MUST SIT FOR A MINIMUM OF 3 DAYS BEFORE INSTALLING STREETLIGHT POLE.
3. THE STREETLIGHT FOUNDATION SHALL BE CONSTRUCTED IN ONE POUR OF CONCRETE CLASS 560-C-3250 WITH A MAXIMUM 4-INCH SLUMP PER REQUIREMENTS LISTED IN SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE BOTTOM OF THE FOUNDATION SHALL REST SECURELY ON FIRM, UNDISTURBED SOIL AND SURROUNDING SOIL MUST BE COMPACTED TO AT LEAST 90%.
4. IN EXTREME SOIL CONDITIONS AND WITH WRITTEN APPROVAL BY THE C.O.B. ELECTRIC INSPECTOR, 30' OF #6 BARE COPPER SOFT-DRAWN WIRE MAY BE INSTALLED IN LIEU OF THE PREFERRED GROUND ROD. 24' OF THIS GROUND MUST BE SPOOLED ABOVE THE CONCRETE BASE INSIDE OF THE STREETLIGHT POLE AND THE EXCESS WIRE BELOW THE CONCRETE BASE MUST BE COILED NEATLY IN THE FIRMLY TAMPED SOIL.

(11) LED SOLAR STREET LIGHT INSTALLATION BEHIND SIDEWALK

NTS



(13) AC GRIND/ OVERLAY

NTS

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	STREET IMPROVEMENTS	UNIT	QUANTITY
1	CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.	SF	164,140
2	CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.	LF	9,790
3	CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.	SF	265
4	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').	SF	49,405
5	CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.	EA	14
6	CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.	SF	4,305
7	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	6
8	ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	39
9	ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	31
10	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	4
11	INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.	EA	12
12	REMOVE 2x4 REDWOOD HEADER.	LF	75
13	CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. HEREON.	SF	130
	SIGNING AND STRIPING	**UNIT**	**QUANTITY**
20	INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 13.	EA	6
21	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL ON SHT. NO. 12.	EA	7
22	INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DETAIL ON SHT. NO. 12.	EA	8
23	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	7
24	INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.	LF	126
25	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.	EA	18

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

Call before you Dig
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Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
4/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
4/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TYPICAL STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 13

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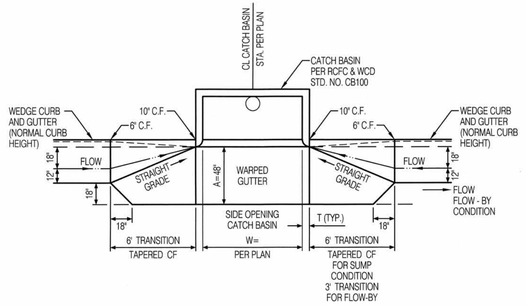
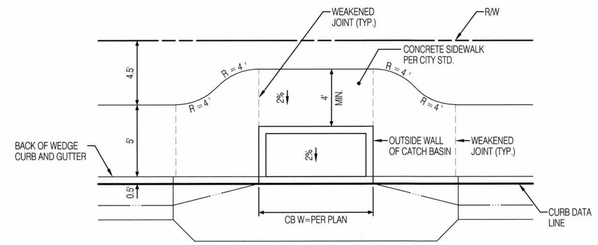


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED.
   T=SEE STANDARD DRAWING 300(A) DIMENSIONS.
   W=4 FEET MIN., UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

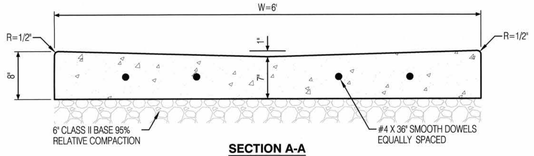
7 MODIFIED LOCAL DEPRESSION

R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS

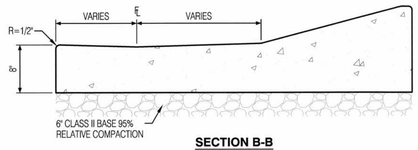


3 EXTENDED SIDEWALK AT CATCH BASIN

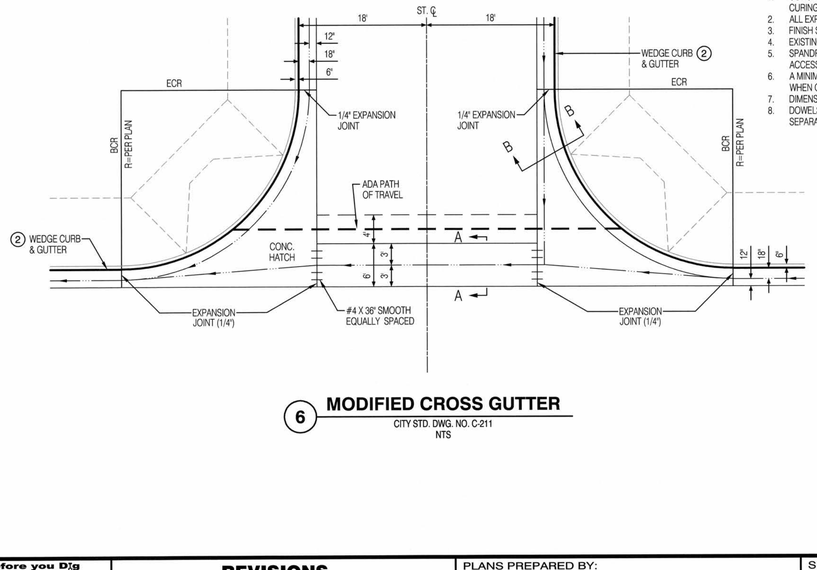
CB #1-4 & CB #T-1
NTS



SECTION A-A



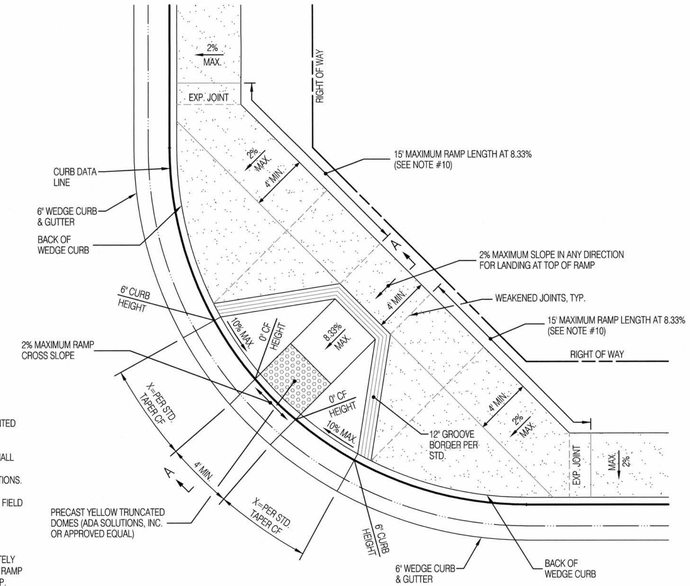
SECTION B-B



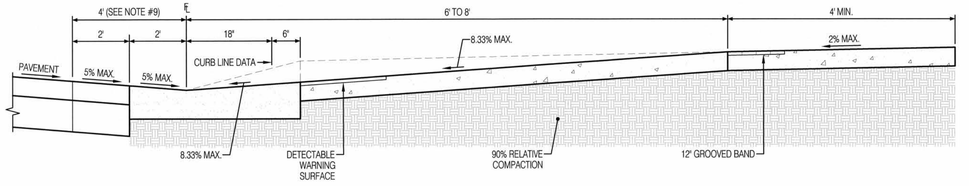
NOTES:
1. CONCRETE SHALL BE CLASS 560-C-3250 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. SPANDREL WEAKENED PLANE JOINT LOCATIONS WILL BE DETERMINED BY ACCESS RAMP LOCATIONS.
6. A MINIMUM OF 1' WIDE AC PAVEMENT (FULL DEPTH) REPAIR PATCH IS REQUIRED WHEN CROSS-GUTTER IS PLACED ADJACENT TO EXISTING A.C. PAVEMENT.
7. DIMENSIONS MAY BE INCREASED DEPENDING ON DRAINAGE CONSIDERATIONS.
8. DOWELS REQUIRED WHEN CROSS-GUTTER AND SPANDREL POURED SEPARATELY.

6 MODIFIED CROSS GUTTER

CITY STD. DWG. NO. C-211
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL ACCESS RAMPS SHALL CONFORM TO ADA CURRENT REQUIREMENTS.
3. P.C.C. THICKNESS OF 4" FROM BCR TO ECR, RAMP AND LANDING AREAS SHALL BE MONOLITHIC.JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
4. LANDING AT TOP OF RAMP SHALL HAVE 2% MAXIMUM SLOPE AT ALL DIRECTIONS.
5. RAMP SURFACE AND FLARED SIDES SHALL BE SLIP RESISTANT.
6. DIMENSIONS SHOWN FOR SLOPING PORTIONS OF RAMP MAY VARY DUE TO FIELD CONDITIONS.
7. WHERE NEW SIDEWALK JOINS EXISTING WITH DIFFERENT WIDTHS, A 5:1 TRANSITION IS REQUIRED.
8. DETECTABLE WARNING MATERIAL TO BE APPROVED BY CITY ENGINEER.
9. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4 FEET OF THE BOTTOM OF THE CURB RAMP.
10. RAMP MAY BE STEEPER IF THE LENGTH IS AT MAXIMUM 15'.



SECTION A-A

5 MODIFIED ACCESS RAMP, TYPE I

CITY STD. DWG. NO. C-214
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
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Voice: 949-251-8821
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ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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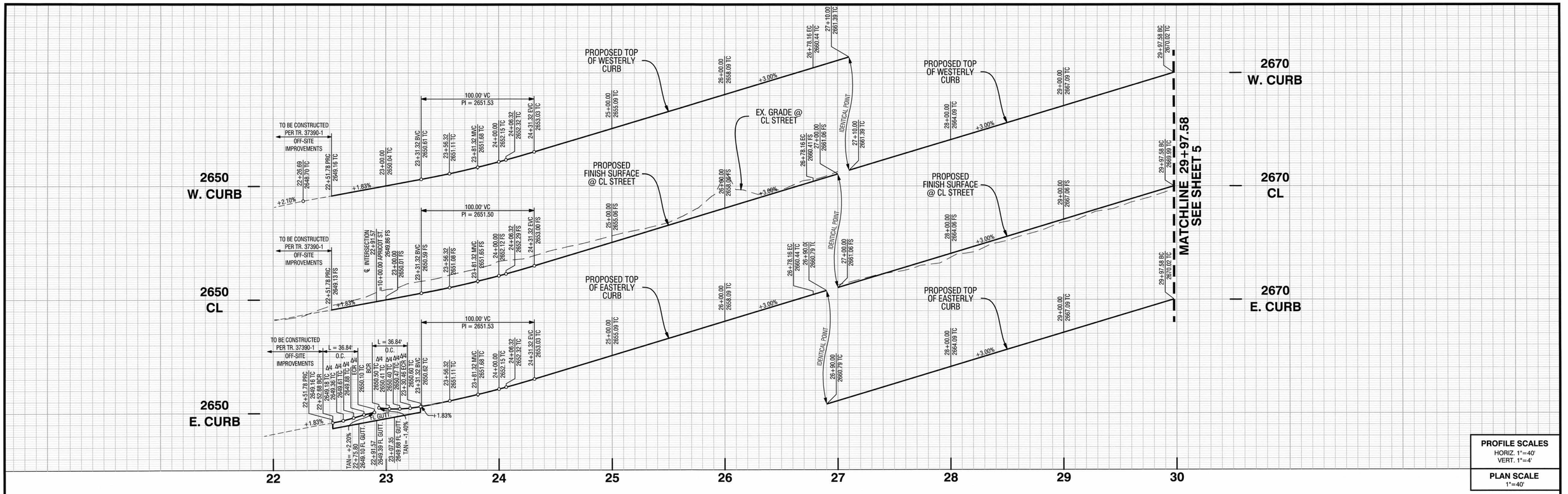
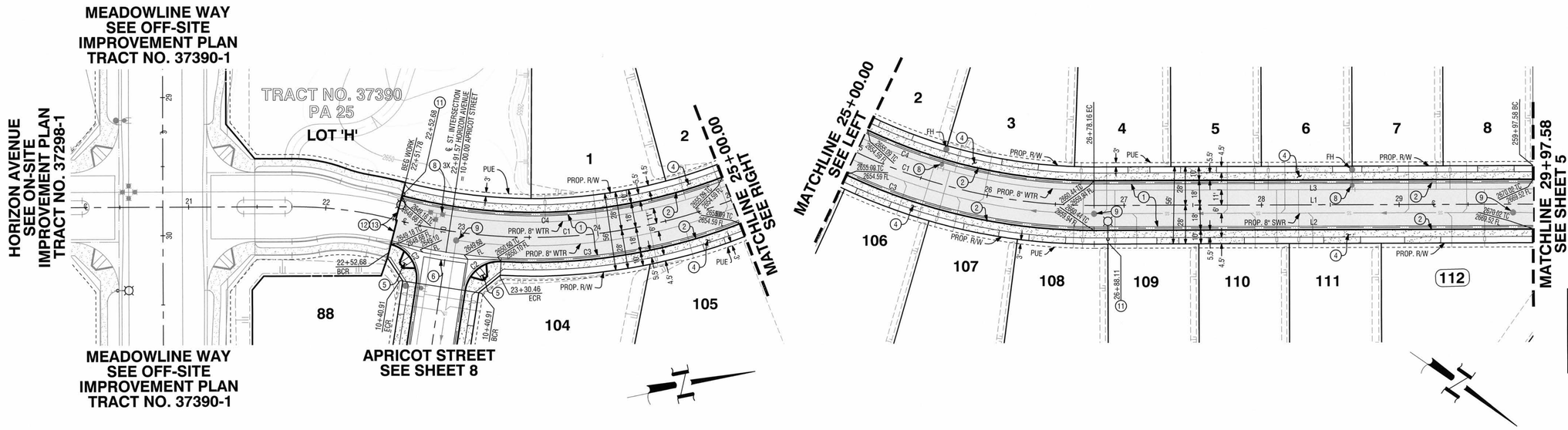


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.
12. REMOVE 2x4 REDWOOD HEADER.
13. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 35°04'22" W	319.42'
L2	N 35°04'22" W	319.42'
L3	N 35°04'22" W	319.42'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	61°04'27"	400.00'	426.38'	235.97'
C2	84°25'47"	25.00'	36.84'	22.68'
C3	49°48'14"	418.00'	363.34'	194.05'
C4	61°04'27"	382.00'	407.19'	225.35'

HORIZON AVENUE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/4/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
STA. 22+51.78 TO 29+97.58

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 13

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-2 (PA 7)
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Last Edit: 05.29.2020 02:07:07 PM By: Station178

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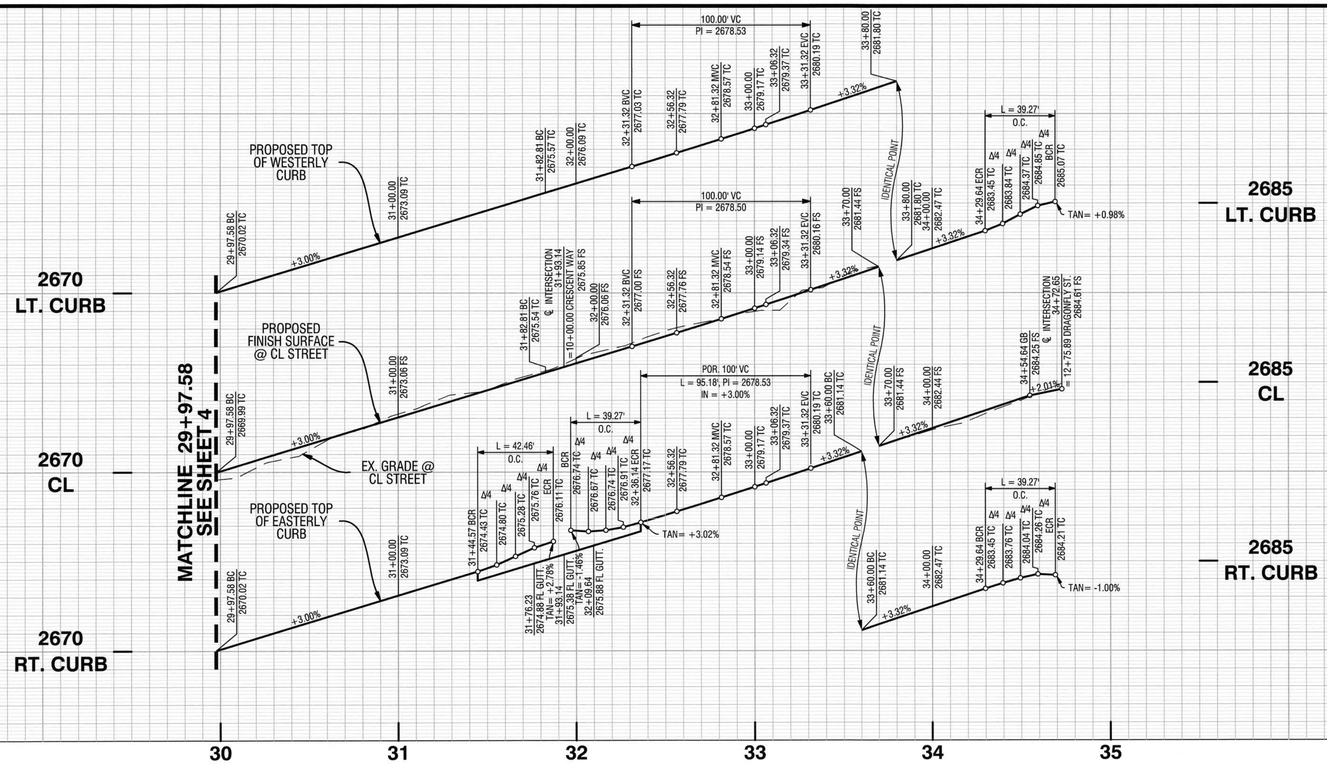
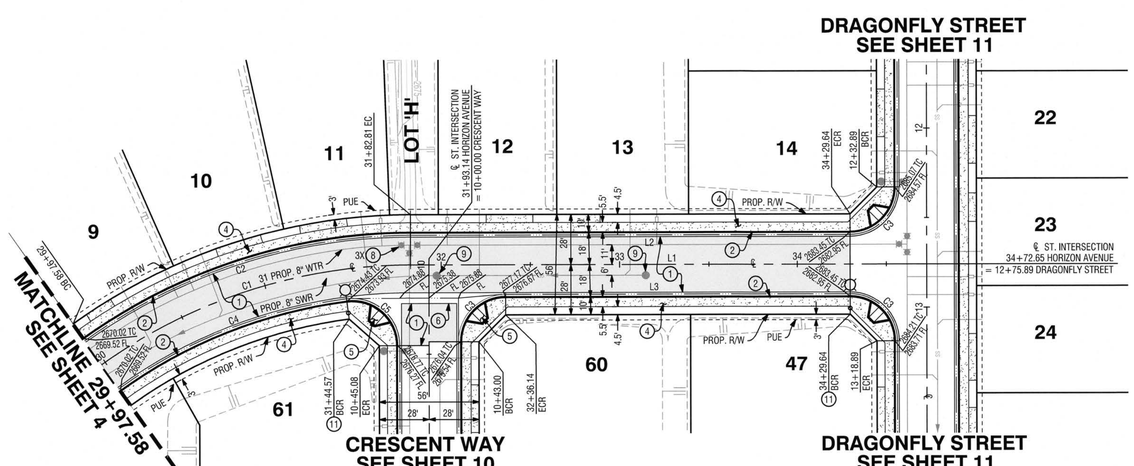
TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN





HORIZON AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°18'10" E	289.84'
L2	N 0°18'10" E	246.84'
L3	N 0°18'10" E	193.50'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	35°22'32"	300.00'	185.23'	95.67'
C2	35°22'32"	318.00'	196.34'	101.41'
C3	90°00'00"	25.00'	39.27'	25.00'
C4	28°04'28"	282.00'	138.18'	70.51'
C5	97°18'04"	25.00'	42.46'	28.41'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
STA. 29+97.58 TO 34+72.65

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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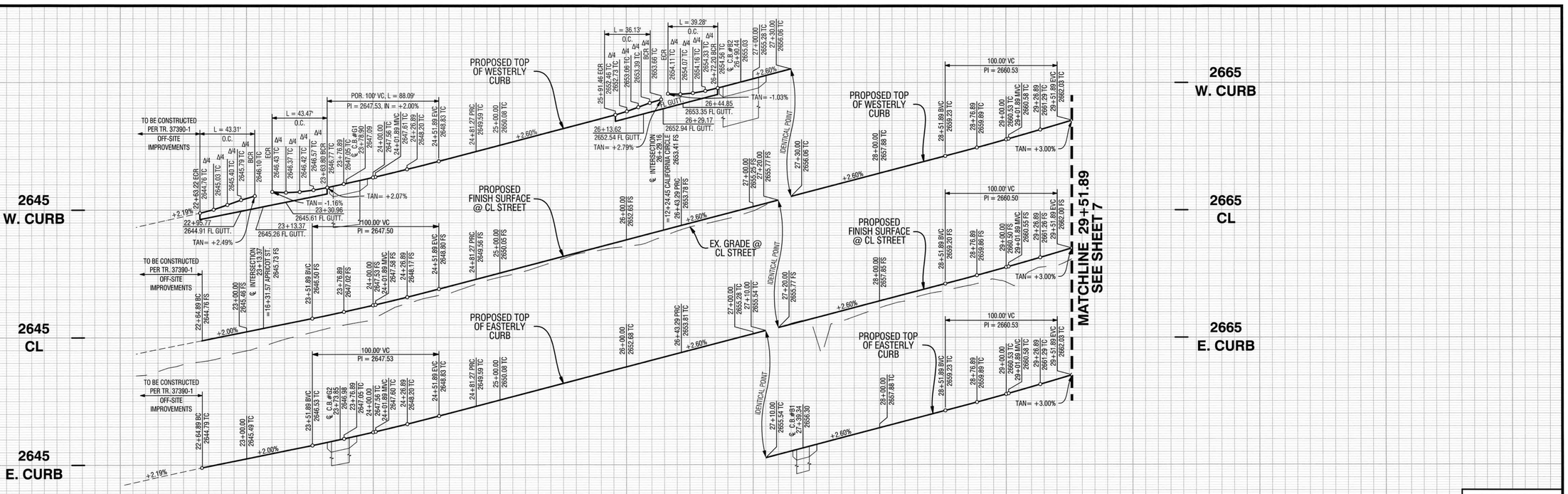

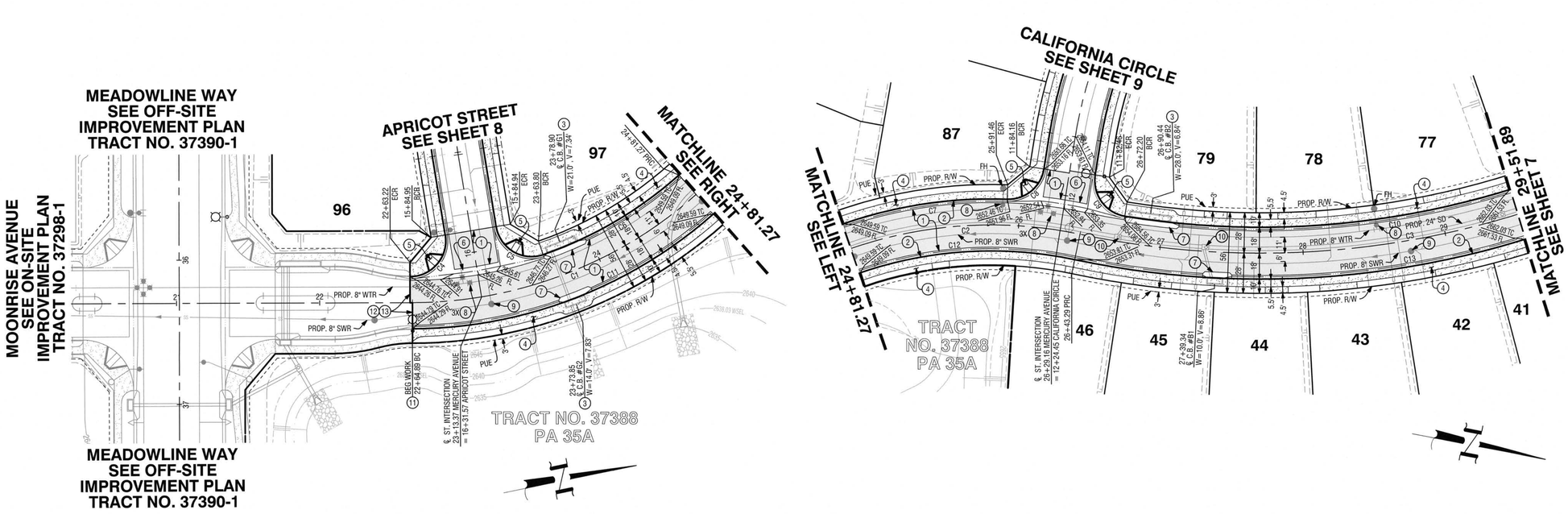

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
3. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
7. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.
12. REMOVE 2x4 REDWOOD HEADER.
13. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	41°19'35"	300.00'	216.38'	113.14'
C2	30°56'37"	300.00'	162.02'	83.04'
C3	42°51'37"	610.00'	456.31'	239.43'
C4	99°15'30"	25.00'	43.31'	29.41'
C5	99°37'54"	25.00'	43.47'	29.60'
C6	22°26'10"	282.00'	110.43'	55.93'
C7	21°02'38"	318.00'	116.80'	59.06'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C8	82°47'54"	25.00'	36.13'	22.04'
C9	90°01'00"	25.00'	39.28'	25.01'
C10	36°23'57"	592.00'	376.09'	194.63'
C11	41°19'35"	318.00'	229.37'	119.93'
C12	30°56'37"	282.00'	152.30'	78.06'
C13	42°51'37"	628.00'	469.78'	246.49'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

MERCURY AVENUE

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
STA. 22+63.22 TO 29+51.89

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-2 (PA 7)
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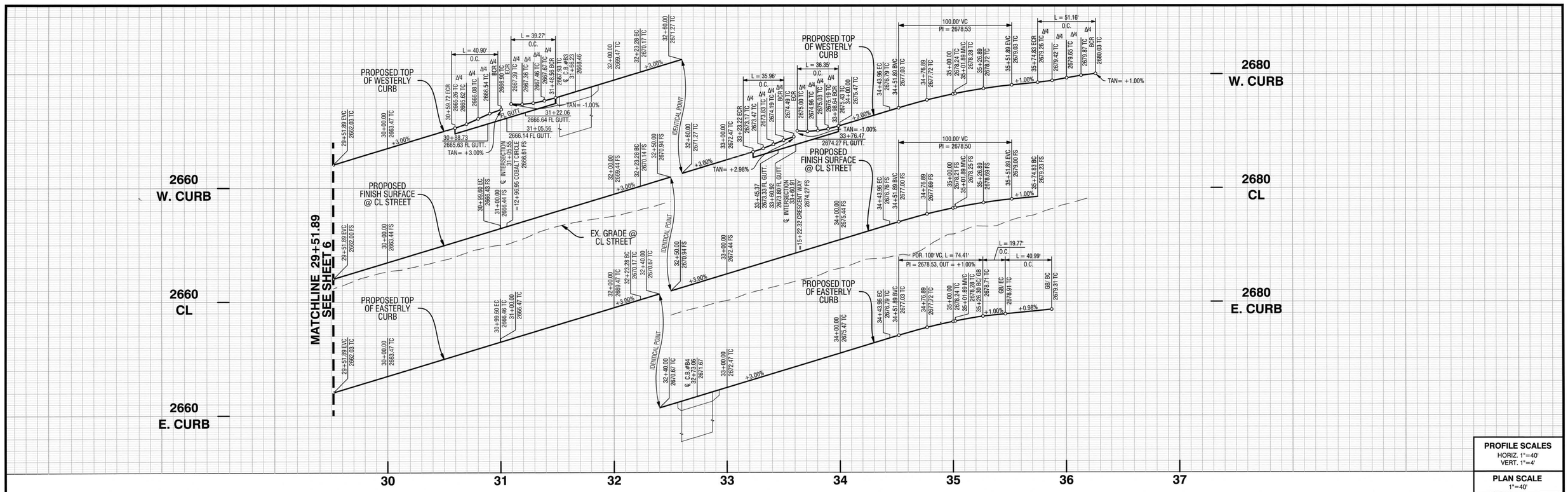

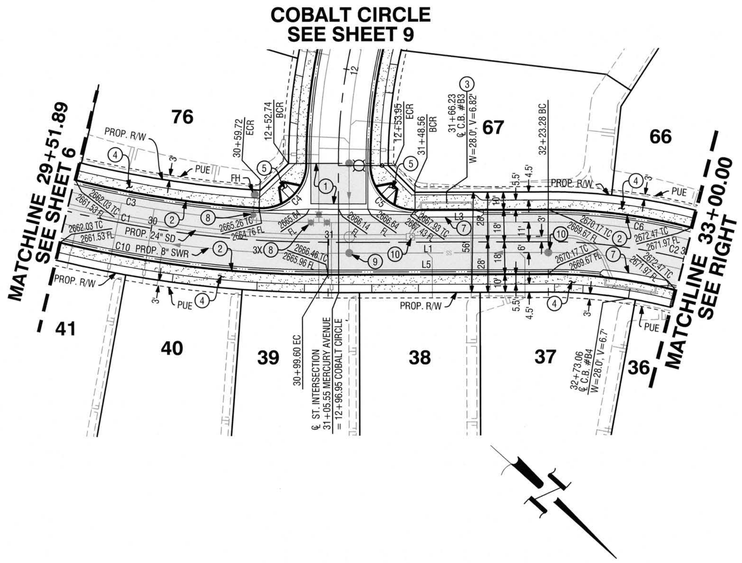

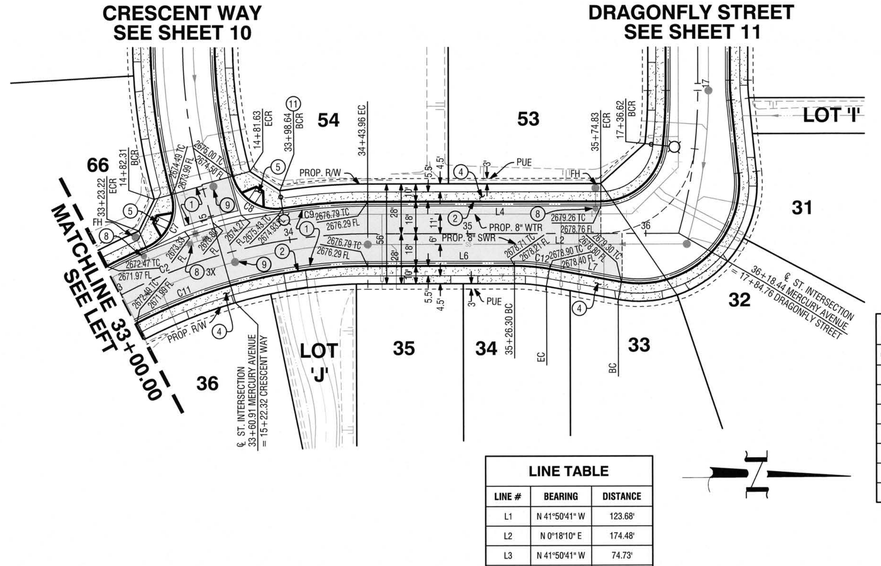

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
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8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	42°51'37"	610.00'	456.31'	239.43'
C2	42°08'50"	300.00'	220.68'	115.60'
C3	36°23'57"	592.00'	376.09'	194.63'
C4	93°44'47"	25.00'	40.90'	26.69'
C5	90°00'00"	25.00'	39.27'	25.00'
C6	19°05'05"	318.00'	105.92'	53.46'
C7	82°24'53"	25.00'	35.96'	21.89'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C8	83°18'35"	25.00'	36.35'	22.24'
C9	8°39'31"	318.00'	48.06'	24.07'
C10	42°51'37"	628.00'	469.78'	246.49'
C11	42°08'50"	282.00'	207.44'	108.67'
C12	10°17'49"	110.00'	19.77'	9.91'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 41°50'41" W	123.68'
L2	N 0°18'10" E	174.48'
L3	N 41°50'41" W	74.73'
L4	N 0°18'10" E	130.85'
L5	N 41°50'41" W	123.68'
L6	N 0°18'10" E	82.32'
L7	N 10°35'58" E	40.99'

MERCURY AVENUE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/4/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
STA. 29+51.89 TO 36+18.44

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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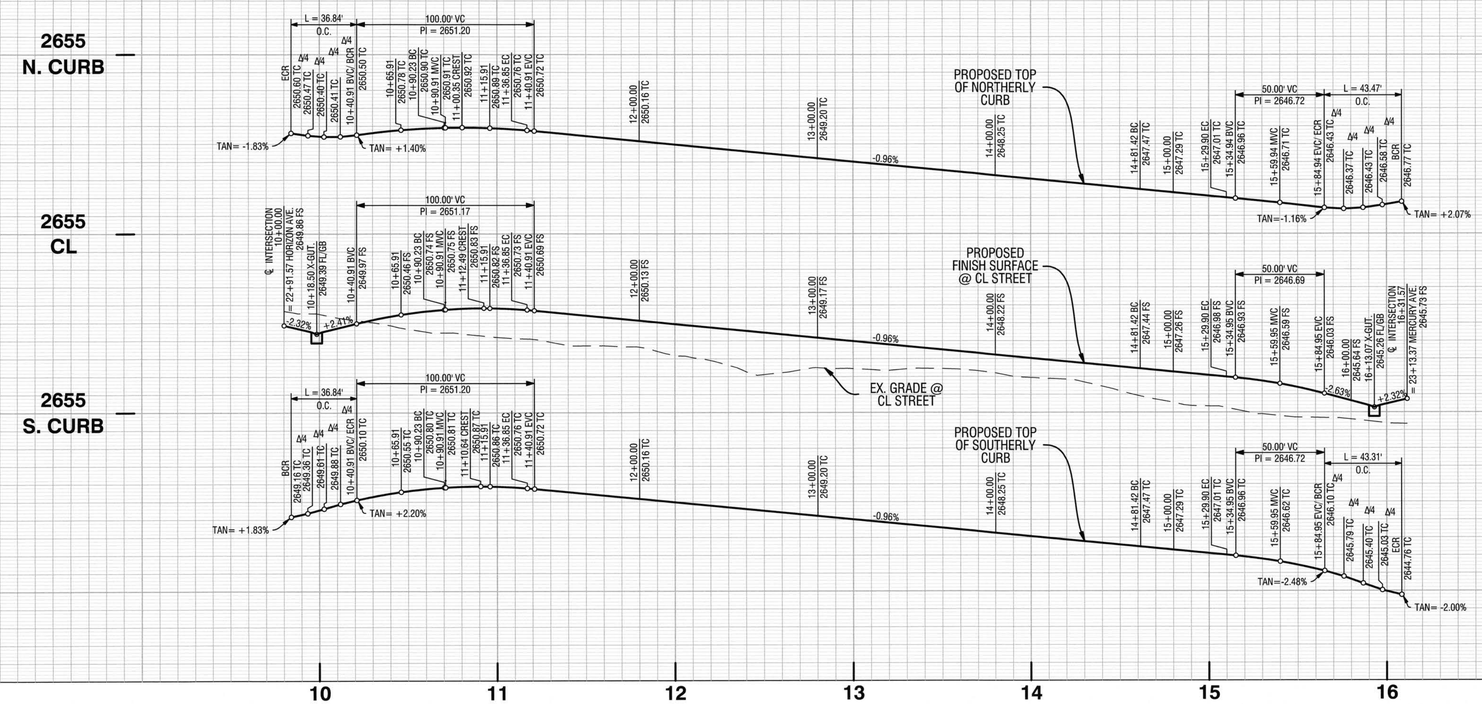

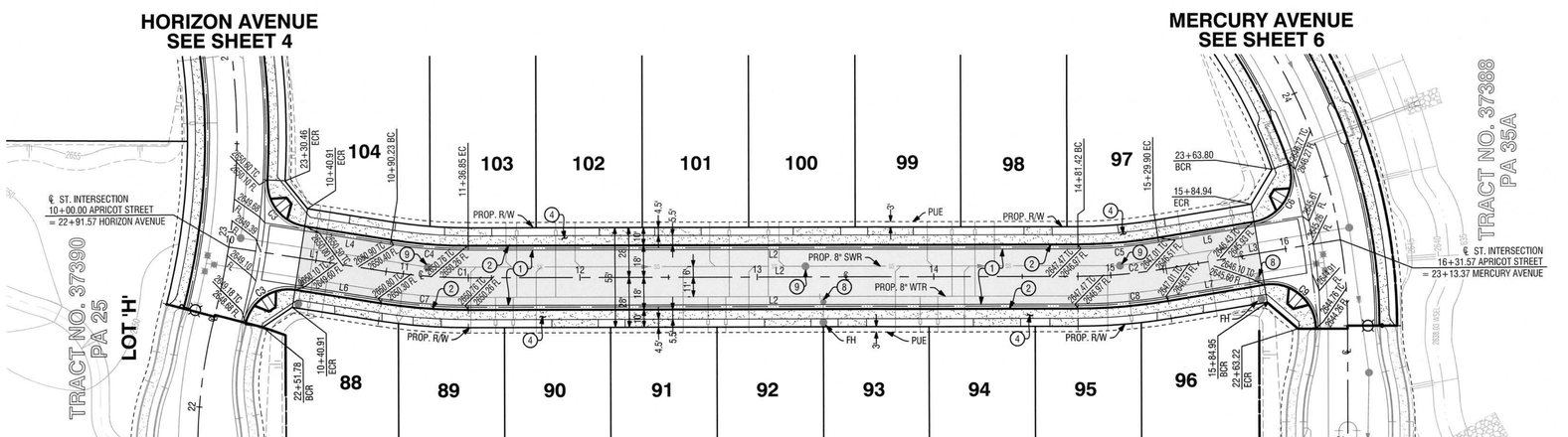

APRICOT STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 69°41'55" E	90.23'
L2	S 78°36'07" E	344.57'
L3	S 87°51'37" E	101.67'
L4	N 69°41'55" W	49.32'
L5	N 87°51'37" W	55.05'
L6	S 69°41'55" E	49.32'
L7	S 87°51'37" E	55.06'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°54'11"	300.00'	46.62'	23.36'
C2	9°15'30"	300.00'	48.48'	24.29'
C3	84°25'47"	25.00'	36.84'	22.68'
C4	8°54'12"	282.00'	43.82'	21.95'
C5	9°15'30"	282.00'	45.57'	22.83'
C6	99°37'54"	25.00'	43.47'	29.60'
C7	8°54'11"	318.01'	49.41'	24.76'
C8	9°15'30"	318.00'	51.39'	25.75'
C9	99°15'30"	25.00'	43.31'	29.41'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/24/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
APRICOT STREET
STA. 10+00.00 TO 16+31.57

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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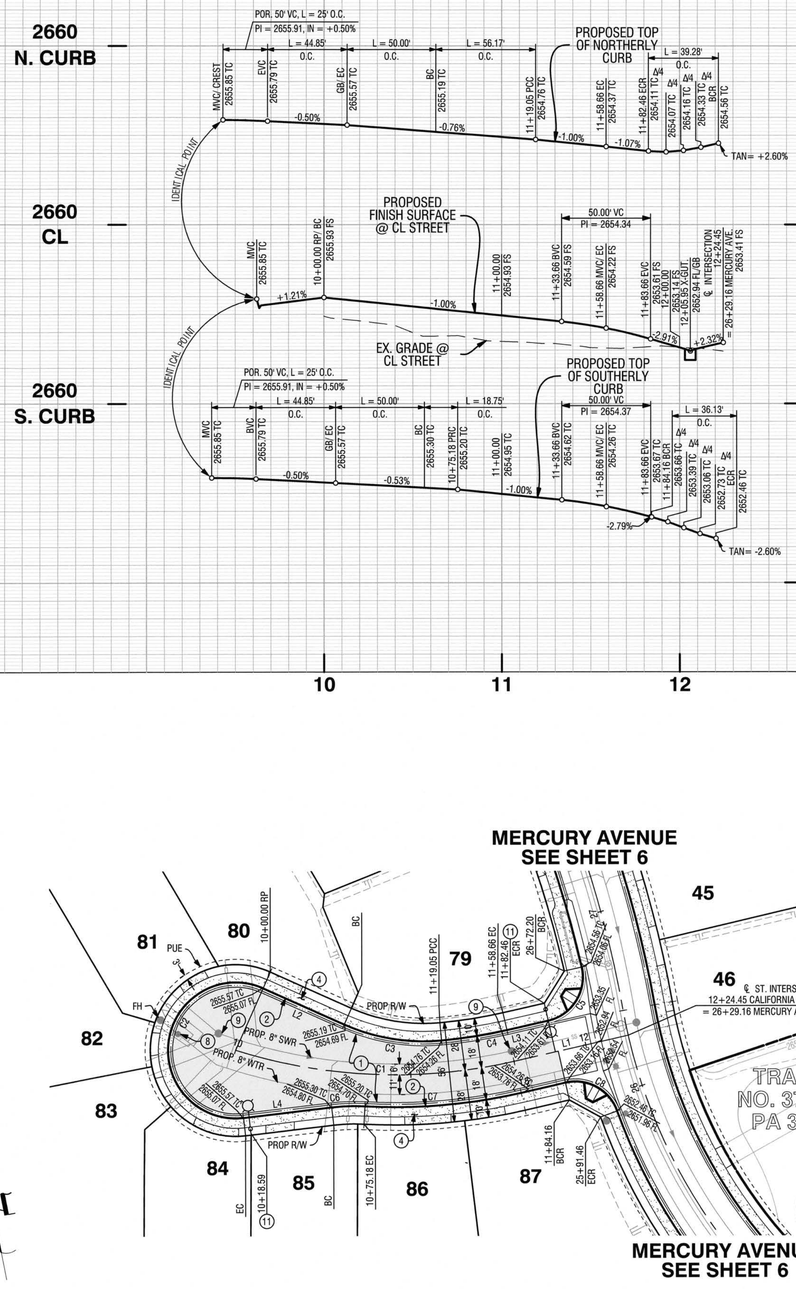

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
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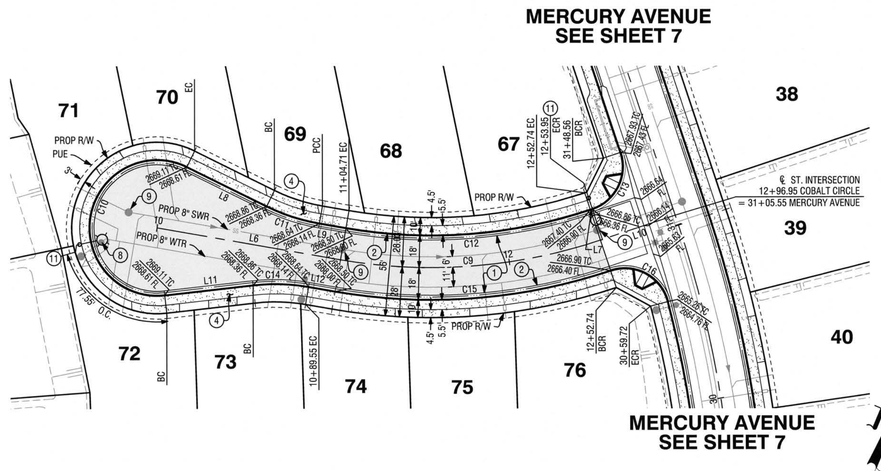
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 88°19'03" E	65.79'
L2	N 54°51'42" W	50.00'
L3	N 88°19'03" E	23.80'
L4	N 85°30'23" W	50.00'
L5	N 88°19'03" E	25.50'
L6	N 76°25'36" E	104.71'

LINE TABLE		
LINE #	BEARING	DISTANCE
L7	N 48°09'19" E	1.21'
L8	N 87°15'44" W	50.00'
L9	N 76°25'36" E	15.15'
L10	N 48°09'19" E	44.21'
L11	N 60°06'55" E	50.00'
L12	N 76°25'36" E	15.15'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°18'08"	300.00'	158.66'	81.23'
C2	210°38'41"	38.00'	139.70'	138.69'
C3	29°15'23"	110.00'	56.17'	28.71'
C4	7°33'53"	282.01'	37.23'	18.64'
C5	90°01'00"	25.00'	39.28'	25.01'
C6	9°46'08"	110.00'	18.75'	9.40'
C7	15°56'42"	318.00'	88.50'	44.54'
C8	82°47'54"	25.00'	36.13'	22.04'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C9	28°16'17"	300.00'	148.03'	75.55'
C10	212°37'21"	38.00'	141.02'	129.86'
C11	16°18'40"	110.00'	31.32'	15.76'
C12	28°16'17"	282.00'	139.15'	71.02'
C13	90°00'00"	25.00'	39.27'	25.00'
C14	16°18'40"	110.00'	31.32'	15.76'
C15	28°16'17"	318.00'	156.91'	80.09'
C16	93°44'47"	25.00'	40.90'	26.69'

CALIFORNIA CIRCLE

COBALT CIRCLE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75896 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CALIFORNIA CIRCLE COBALT CIRCLE
STA. 10+00.00 TO 12+24.45 STA. 10+00.00 TO 12+96.95

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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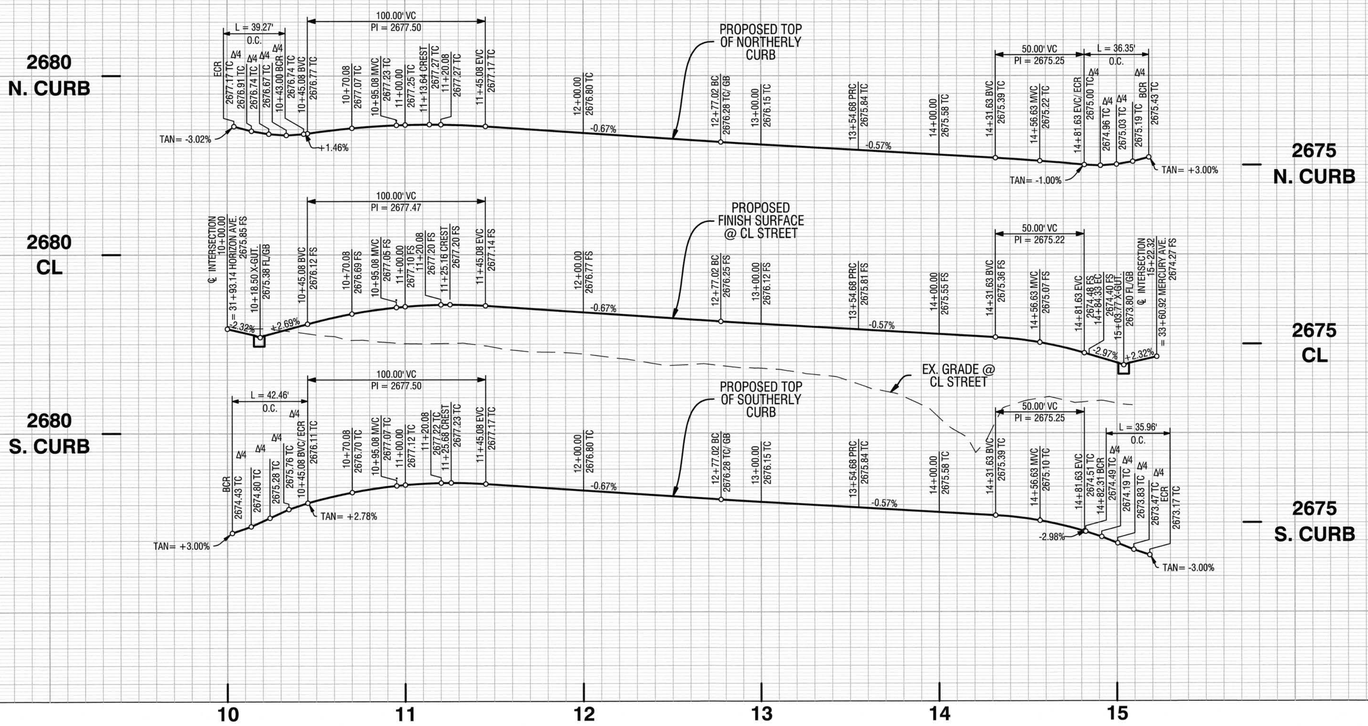

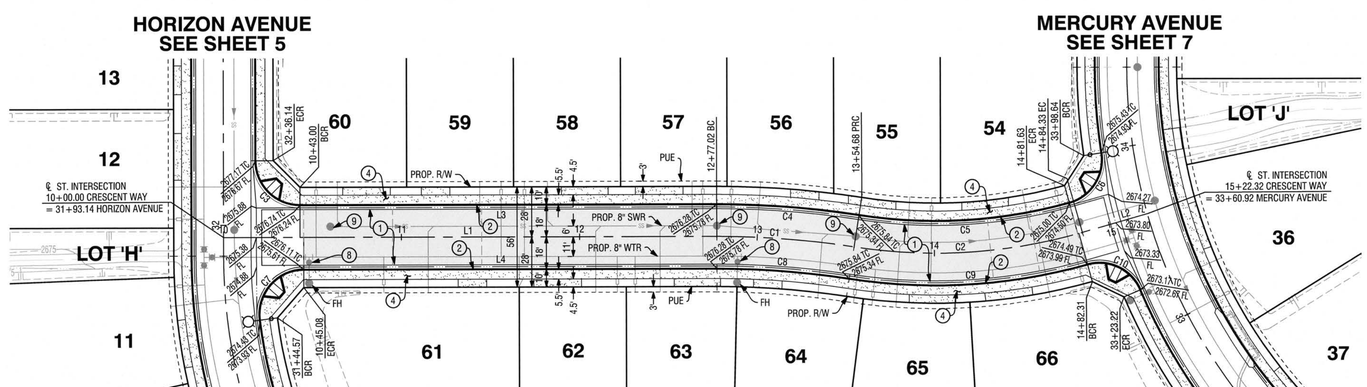

CRESCENT WAY

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 89°41'50" E	277.02'
L2	N 74°26'26" E	37.99'
L3	N 89°41'50" W	234.02'
L4	S 89°41'50" E	231.93'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°53'55"	500.00'	77.66'	38.91'
C2	24°45'39"	300.00'	129.65'	65.85'
C3	90°00'00"	25.00'	39.27'	25.00'
C4	8°53'55"	518.00'	80.45'	40.31'
C5	24°14'52"	282.00'	119.34'	60.58'
C6	83°18'35"	25.00'	36.35'	22.24'
C7	97°18'04"	25.00'	42.46'	28.41'
C8	8°53'55"	482.00'	74.86'	37.51'
C9	24°22'34"	318.00'	135.29'	68.68'
C10	82°24'53"	25.00'	35.96'	21.89'

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CRESCENT WAY
STA. 10+00.00 TO 15+22.32

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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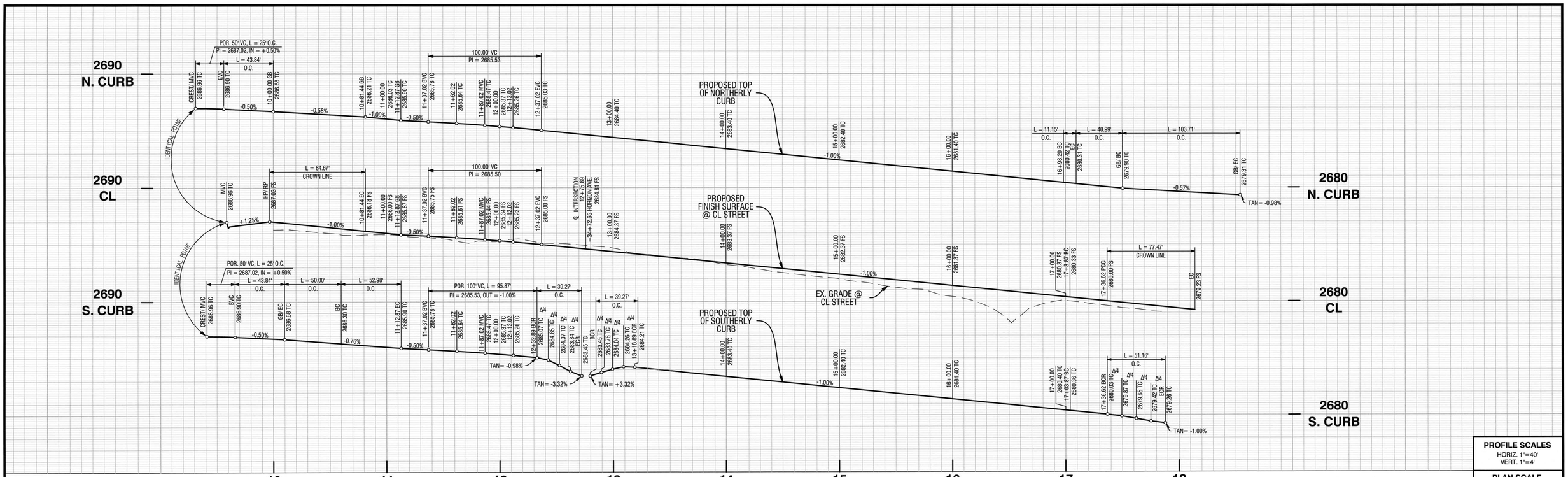
2690 N. CURB
2690 CL
2690 S. CURB
2680 N. CURB
2680 CL
2680 S. CURB
PROPOSED TOP OF NORTHERLY CURB
PROPOSED FINISH SURFACE @ CL STREET
PROPOSED TOP OF SOUTHERLY CURB
EX. GRADE @ CL STREET
IDENT (CAL. POLY)
IDENT (CAL. POLY)
POR. 50' VC, L = 25' O.C.
PI = 2687.02, IN = +0.50%
L = 43.84'
0.C.
100.00' VC
PI = 2685.53
L = 84.67'
CROWN LINE
100.00' VC
PI = 2685.50
POR. 50' VC, L = 25' O.C.
PI = 2687.02, IN = +0.50%
L = 43.84'
0.C.
L = 50.00'
0.C.
L = 52.98'
0.C.
POR. 100' VC, L = 95.87'
PI = 2685.53, OUT = -1.00%
L = 39.27'
0.C.
L = 39.27'
0.C.
L = 11.15'
0.C.
L = 40.99'
0.C.
L = 103.71'
0.C.
L = 77.47'
CROWN LINE
L = 51.16'
0.C.
-0.50%
-0.58%
+1.25%
-1.00%
-0.50%
-0.76%
-0.98%
-3.32%
+3.32%
-1.00%
-0.57%
-0.98%
-1.00%
TAN= -0.98%
TAN= -3.32%
TAN= +3.32%
TAN= -1.00%
CREST/ MVC
BVC
EVC
MVC
HP/ RP
EC
GB/ BC
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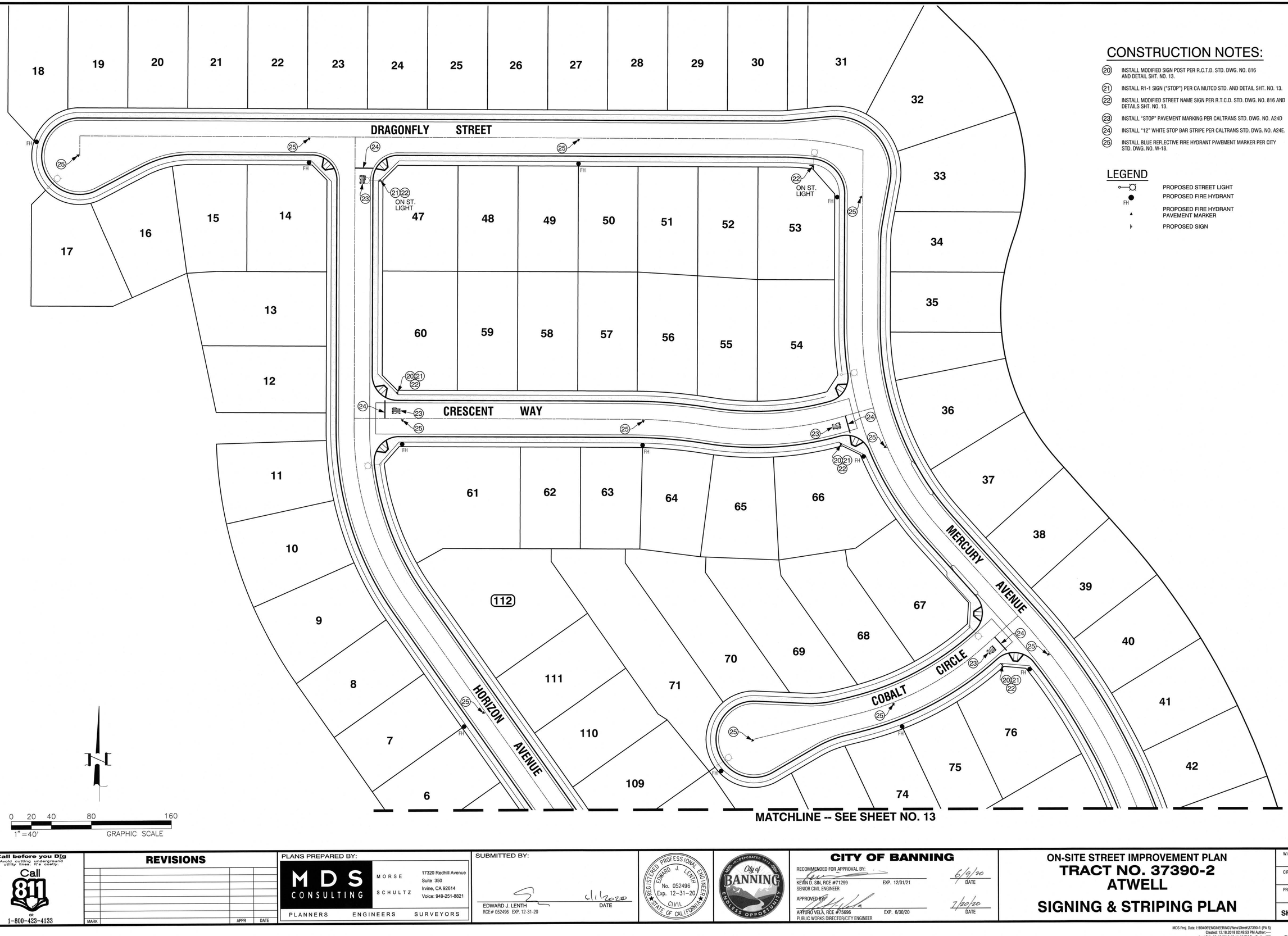
MVC
EVC
BVC
MVC
EV



CONSTRUCTION NOTES:

(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 13.

(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL SHT. NO. 13.

(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DETAILS SHT. NO. 13.

(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D

(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.

(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND

PROPOSED STREET LIGHT

FH PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT PAVEMENT MARKER

PROPOSED SIGN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

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KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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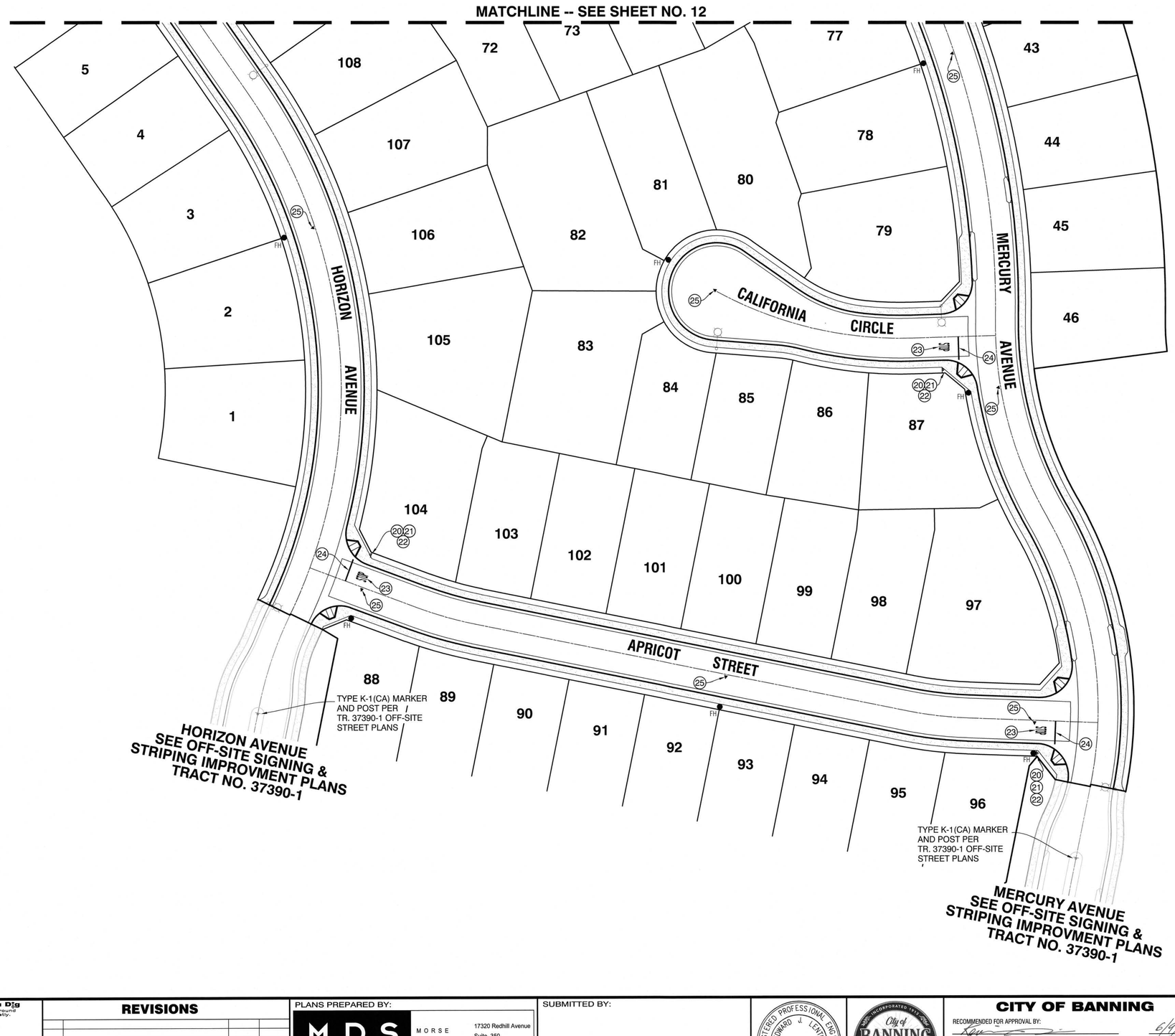


CONSTRUCTION NOTES:

(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL HEREON.

(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL HEREON.

(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DETAIL HEREON.

(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D

(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.

(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND:

PROPOSED STREET LIGHT

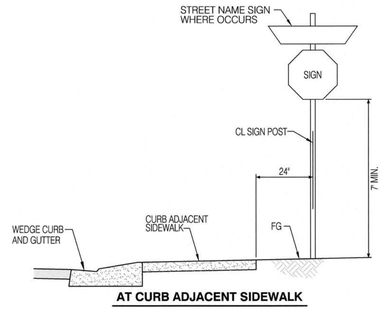
FH PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT PAVEMENT MARKER

PROPOSED SIGN

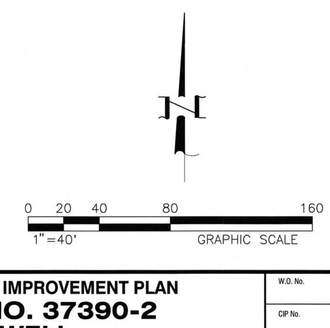
STOP

(21) R1-1
30" X 30"



AT CURB ADJACENT SIDEWALK

(20) (22) SIGN AND POST
R.C.T.D. STD. DWG. NO. 816
NTS



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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/22/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 13 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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Plot Date: 06.21.2017 7:32:43 AM By: Station

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-2
WATER IMPROVEMENT PLAN

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND OWNED AND OPERATED BY THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE DUCTILE IRON, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHERE REQUIRED.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTORS RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

ACKNOWLEDGEMENT OF RESPONSIBILITY FOR WORK

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BANNING IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

EDWARD J. LENTH — R.C.E. #52496 — EXP. DATE DEC 31, 2020

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

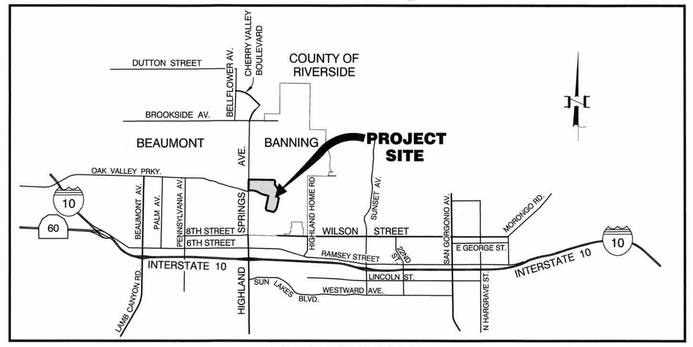
ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

WATER LEGEND

- 8" W x — EXISTING WATERLINE OR PROPOSED BY OTHERS
- 8" W — WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-9	WATER PLAN AND PROFILE

WATER ZONE

FOOTHILL WEST ZONE 2822

LEGAL DESCRIPTION

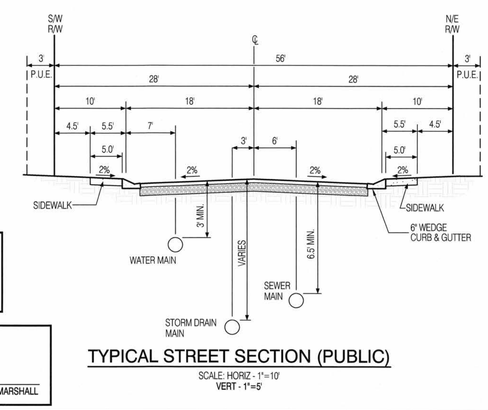
PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
(1)	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	5,061
(2)	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	21
(3)	INSTALL 8" D.I.P. TEE	EA	7
(5)	INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	5
(6)	INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	112
(7)	INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")	EA	18
(8)	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	39
(9)	REMOVE 8" BLIND FLANGE AND JOIN WATERLINE	EA	2
(11)	INSTALL 45° D.I.P. ELBOW	EA	4
(12)	INSTALL 8" x 6" D.I.P. REDUCER	EA	3
(13)	INSTALL 22.5° D.I.P ELBOW	EA	1

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE. — 6/4/2020
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

RECOMMENDED FOR ACCEPTANCE BY:
RIVERSIDE COUNTY FIRE DEPARTMENT - OFFICE OF THE FIRE MARSHALL — 6/10/2020



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — DATE
RCE# 052496 EXP. 12-31-20

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 6-9-2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/2022 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 7/10/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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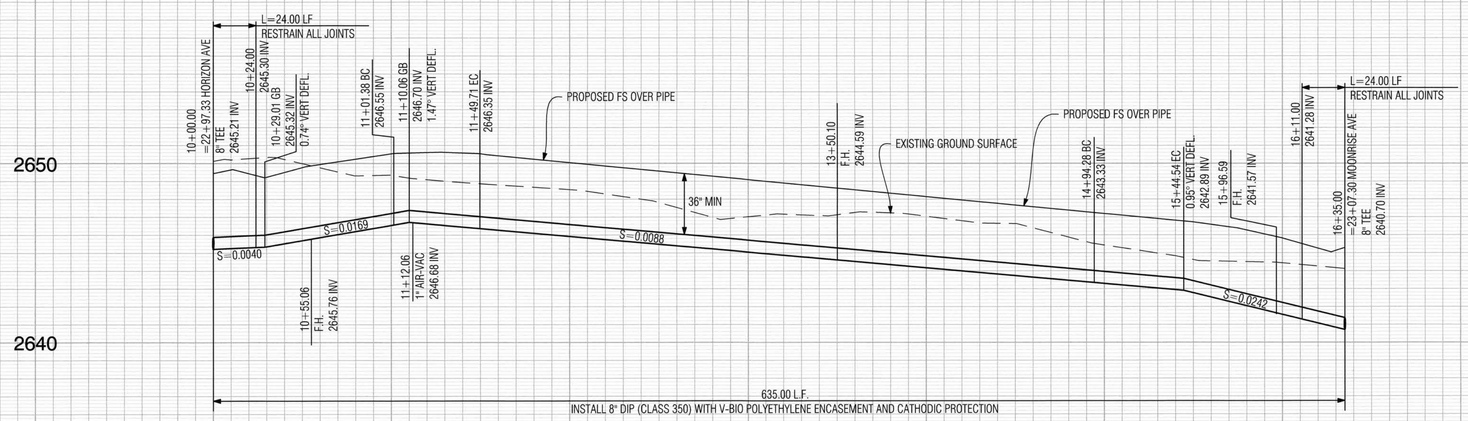
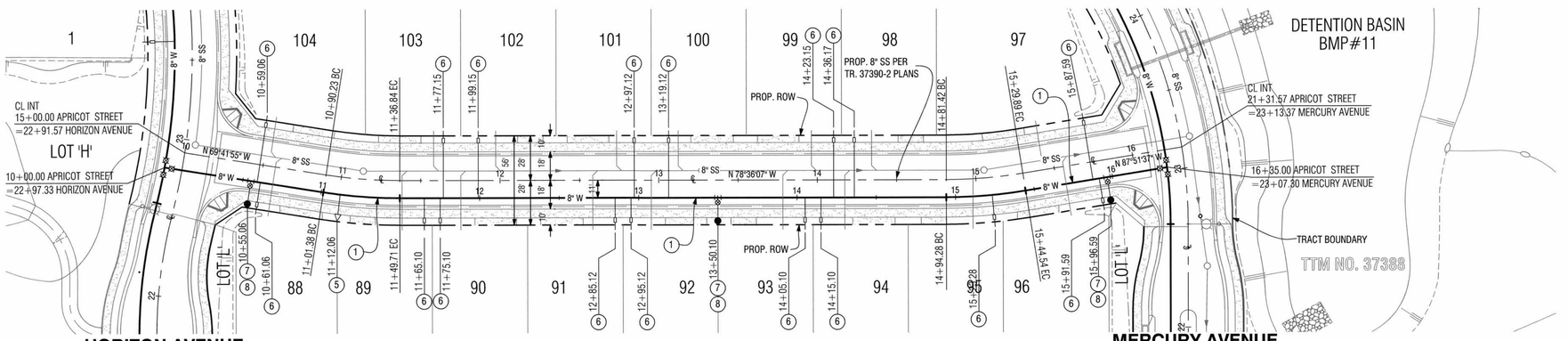


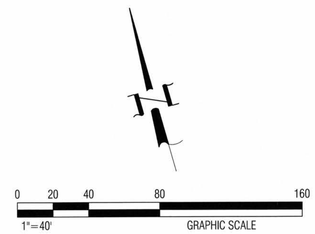
APRICOT STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



APRICOT STREET



WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 87°51'37" W	90.46'
L2	N 78°36'07" W	344.57'
L3	N 69°41'55" W	101.38'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	9°15'30"	311.00'	50.25'	25.18'
C2	8°54'11"	311.00'	48.33'	24.21'
C3	8°54'11"	300.00'	46.62'	23.36'
C4	9°15'30"	300.00'	48.48'	24.29'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/11/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/22/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
APRICOT STREET
10+00.00 TO 16+35.00

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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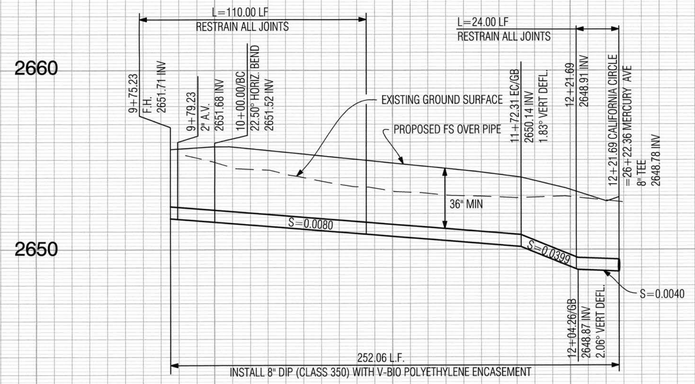
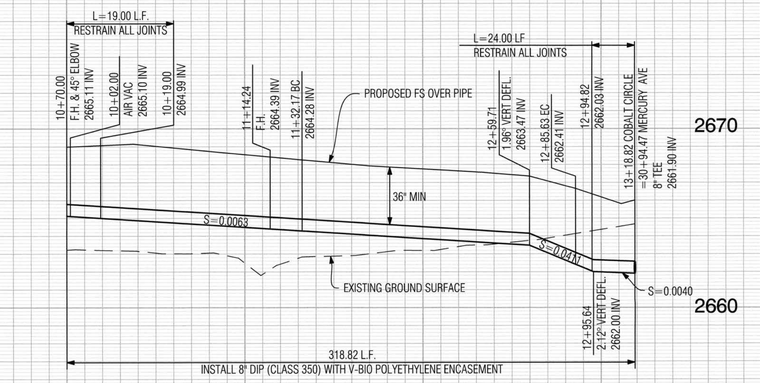


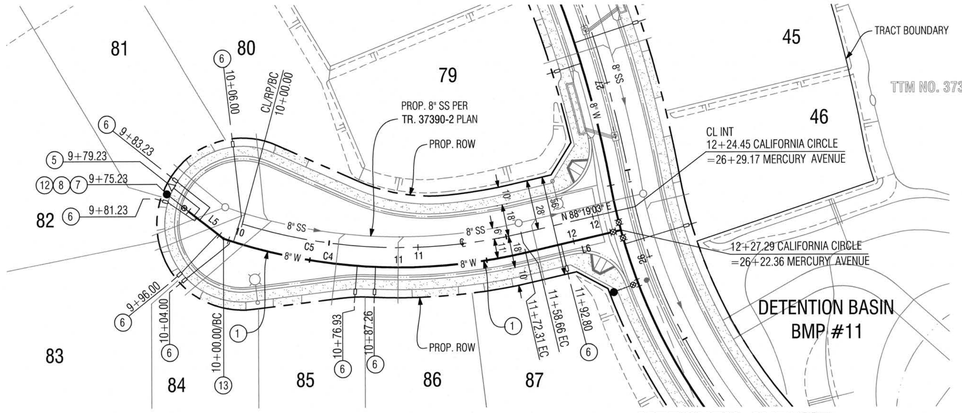
CALIFORNIA CIRCLE



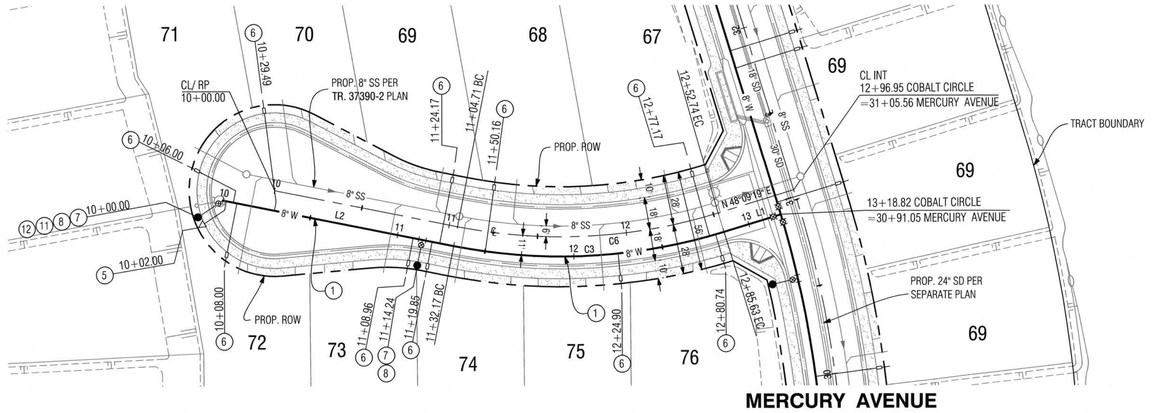
COBALT CIRCLE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



MERCURY AVENUE
SEE SHEET 6



MERCURY AVENUE
SEE SHEET 7

CALIFORNIA CIRCLE

WATER CONSTRUCTION NOTES:

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11. INSTALL 45° D.I.P. ELBOW
12. INSTALL 8" x 6" D.I.P. REDUCER
13. INSTALL 22.50° D.I.P. ELBOW

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 48°09'19" E	33.19'
L2	N 76°25'36" E	132.17'
L5	N 40°16'51" W	24.77'
L6	S 88°19'03" W	54.98'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C3	28°16'17"	311.00'	153.46'	78.32'
C4	31°44'39"	311.00'	172.31'	88.43'
C5	14°54'43"	300.00'	78.08'	39.26'
C6	26°19'41"	300.00'	137.85'	70.17'

COBALT CIRCLE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/11/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

INCORPORATED 1913 City of BANNING ENDLESS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/6/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CALIFORNIA CIRCLE 9+75.23 TO 12+27.29
COBALT CIRCLE 10+00.00 TO 13+18.82

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

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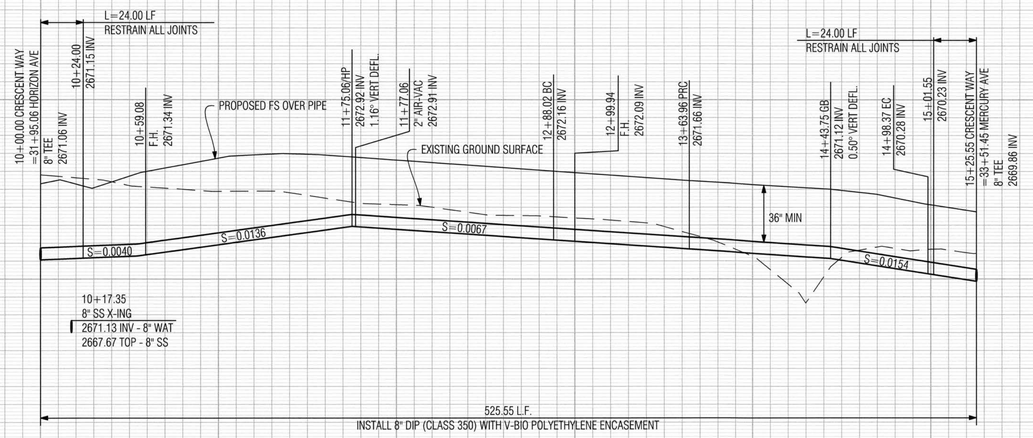
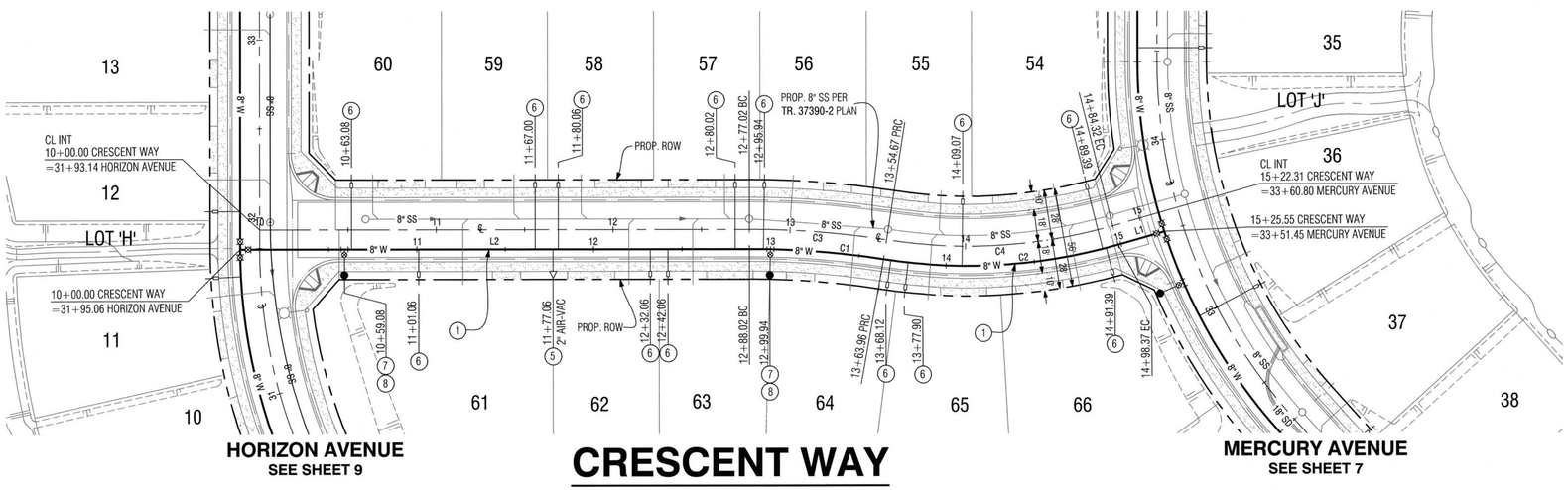
TRACT NO. 37390-2, WATER IMPROVEMENT PLAN



CRESCENT WAY

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 9

CRESCENT WAY

MERCURY AVENUE
SEE SHEET 7

WATER CONSTRUCTION NOTES:

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7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 74°26'26" E	27.19'
L2	S 89°41'50" E	288.02'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°53'55"	489.00'	75.95'	38.05'
C2	24°45'39"	311.00'	134.40'	68.27'
C3	8°53'55"	500.00'	77.66'	38.91'
C4	24°45'39"	300.00'	129.65'	65.85'

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CRESCENT WAY
10+00.00 TO 15+25.55

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

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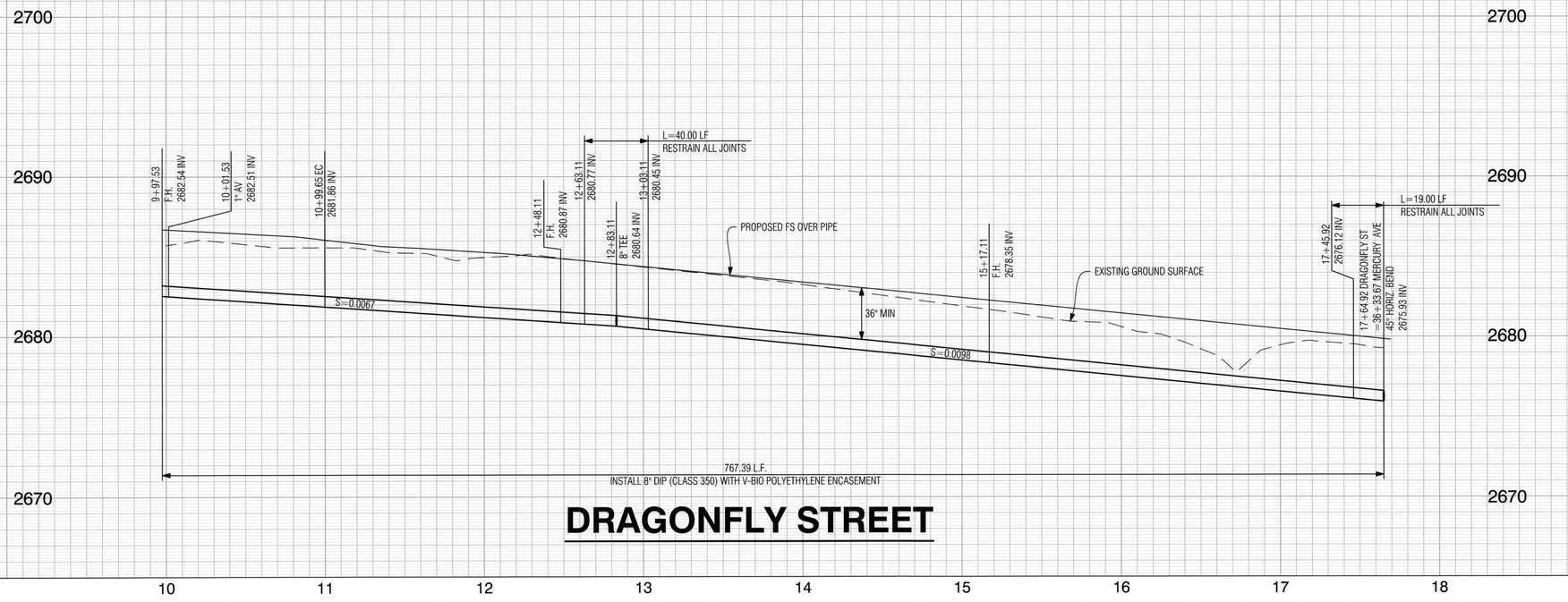
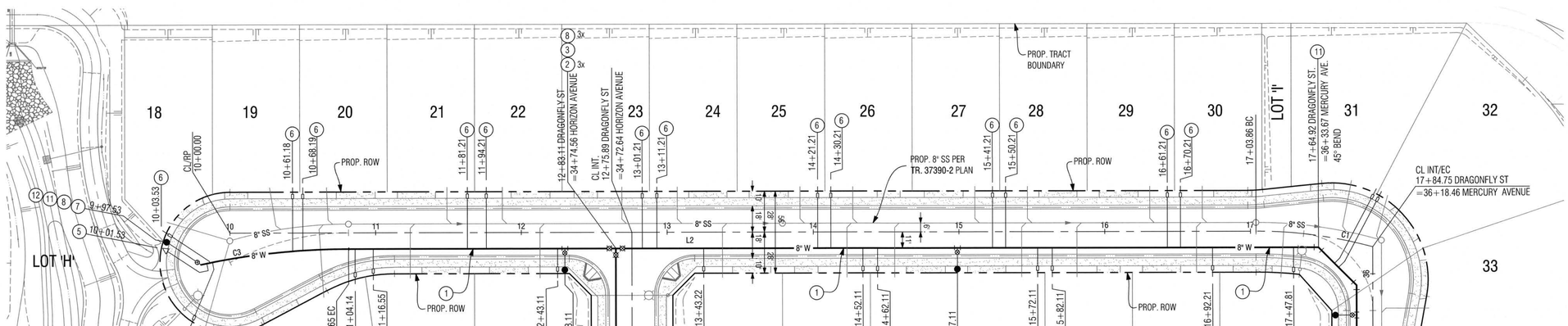


DRAGONFLY STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



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12. INSTALL 8" x 6" D.I.P. REDUCER
13. INSTALL 22.50° D.I.P. ELBOW

HORIZON AVENUE
SEE SHEET 9

MERCURY AVENUE
SEE SHEET 7

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 89°41'50" W	665.27'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	15°26'56"	300.00'	80.89'	40.69'
C3	11°14'37"	500.00'	98.12'	49.22'

0 20 40 80 160
1"= 40' GRAPHIC SCALE

Call before you Dig
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REVISIONS

MARK	APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE 6/1/2020

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DRAGONFLY STREET
9+97.53 to 17+64.92

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

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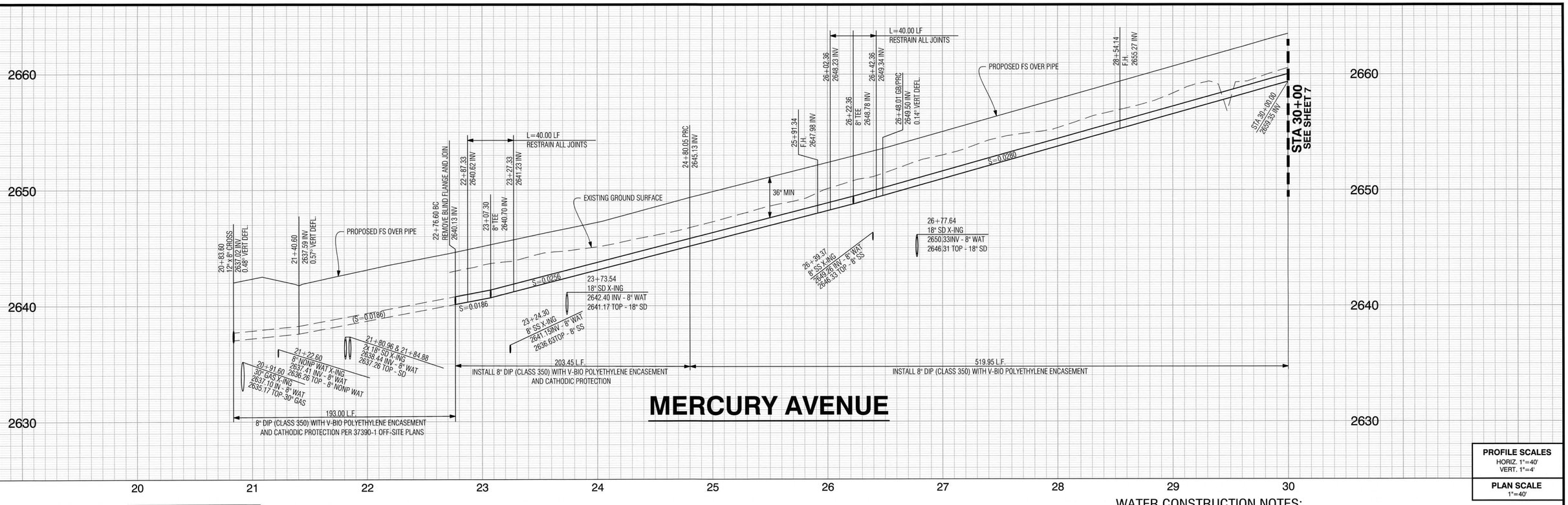
TRACT NO. 37390-2, WATER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°56'37"	311.00'	167.96'	86.08'
C2	42°51'37"	599.00'	448.08'	235.11'
C8	42°51'37"	610.00'	456.31'	239.43'
C9	30°56'37"	300.00'	162.02'	83.04'
C10	41°19'35"	300.00'	216.38'	113.14'

WATER CONSTRUCTION NOTES:

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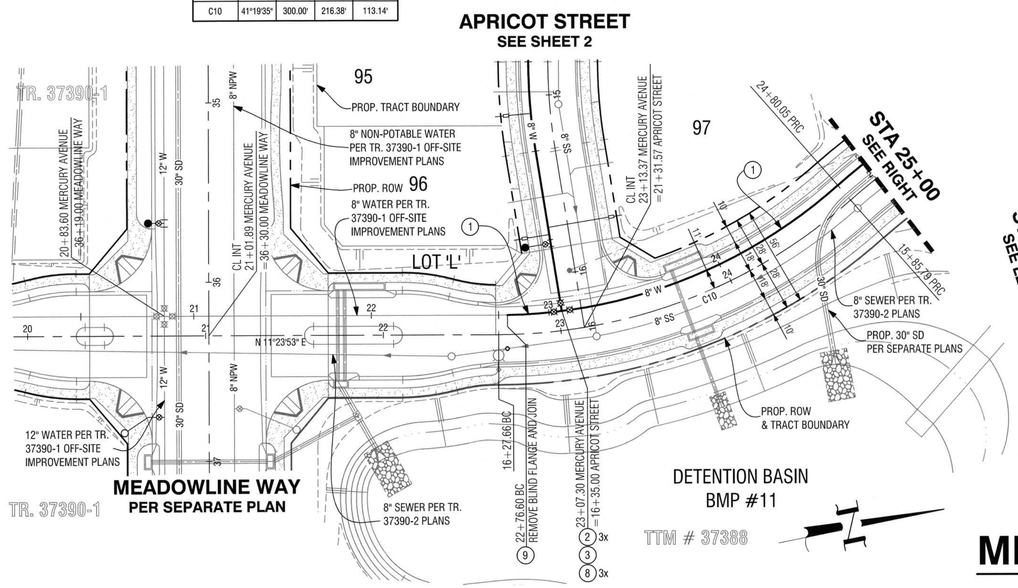
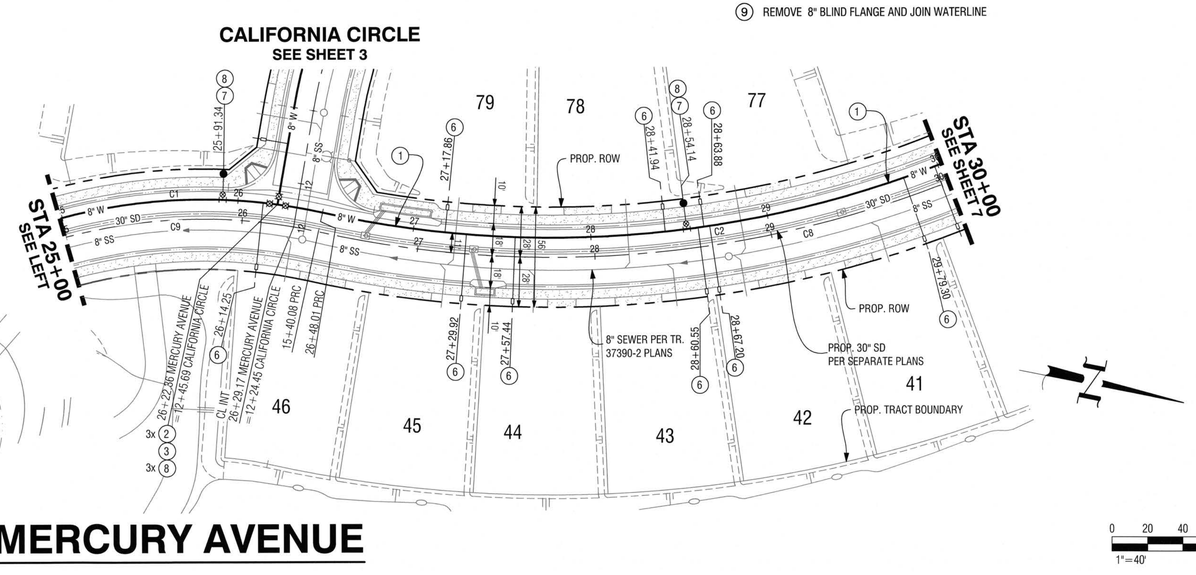
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE





MERCURY AVENUE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

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Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/22/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
STA 22+71.60 TO STA 30+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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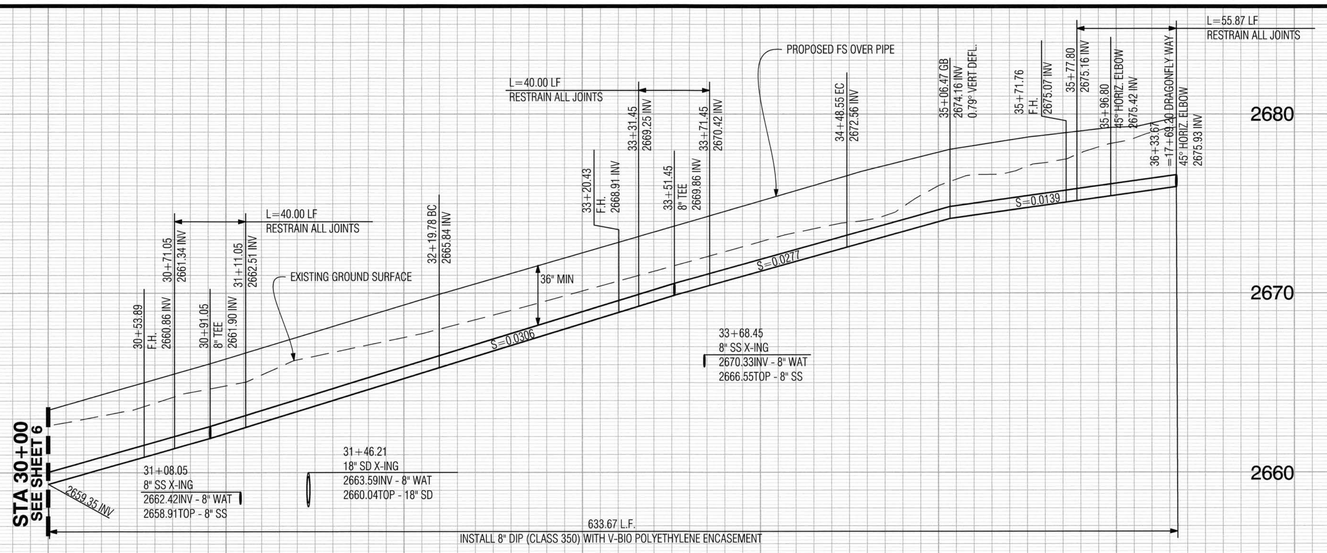
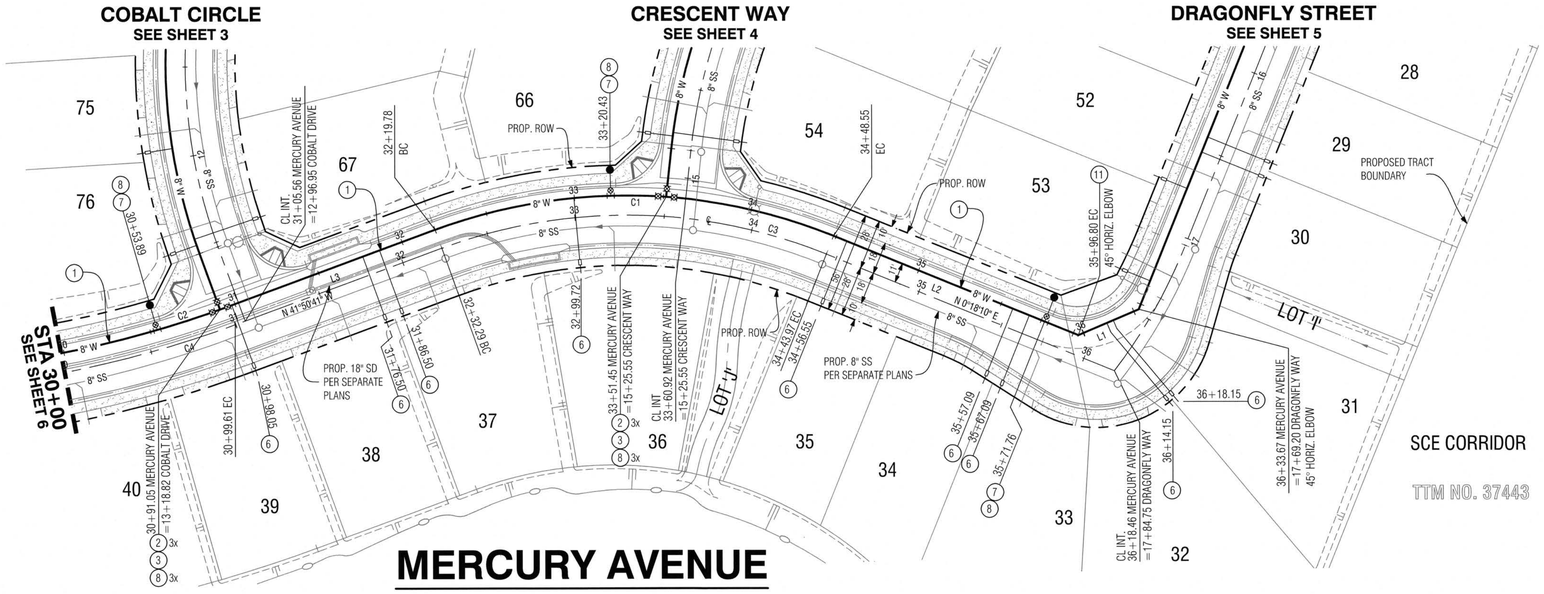


MERCURY AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
2. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
11. INSTALL 45° D.I.P. ELBOW

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 44°41'50" W	36.87'
L2	N 0°18'10" E	148.25'
L3	N 41°50'41" W	123.68'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	42°08'50"	311.00'	228.77'	119.84'
C2	42°51'37"	599.00'	448.08'	235.11'
C3	42°08'50"	300.00'	220.68'	115.60'
C4	5°13'35"	610.00'	55.64'	27.84'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
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RCE# 052496 EXP. 12-31-20
DATE

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CITY OF BANNING

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LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/7/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
30+00.00 TO 36+33.67

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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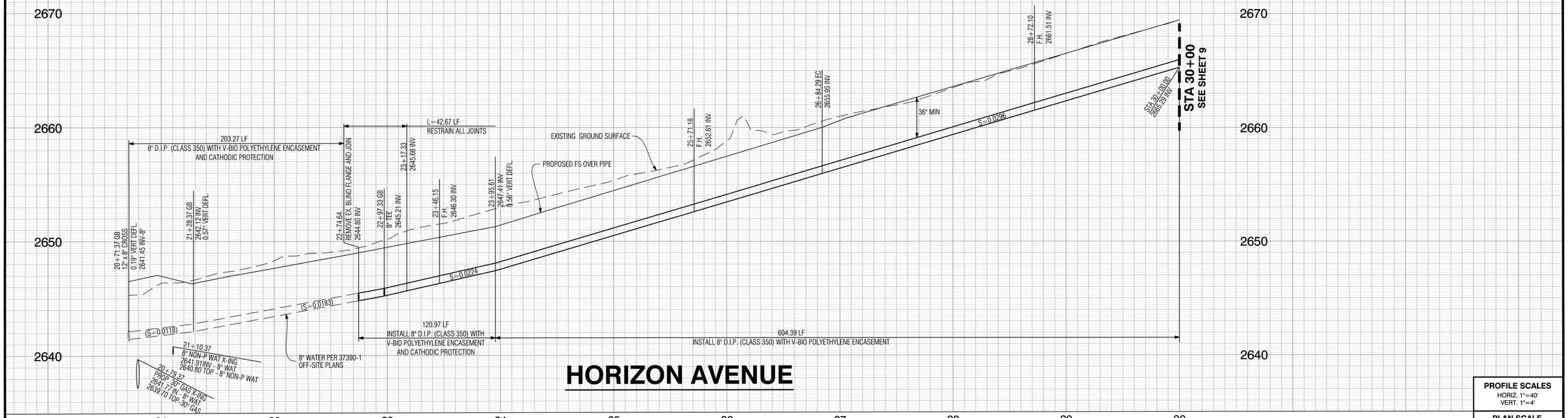
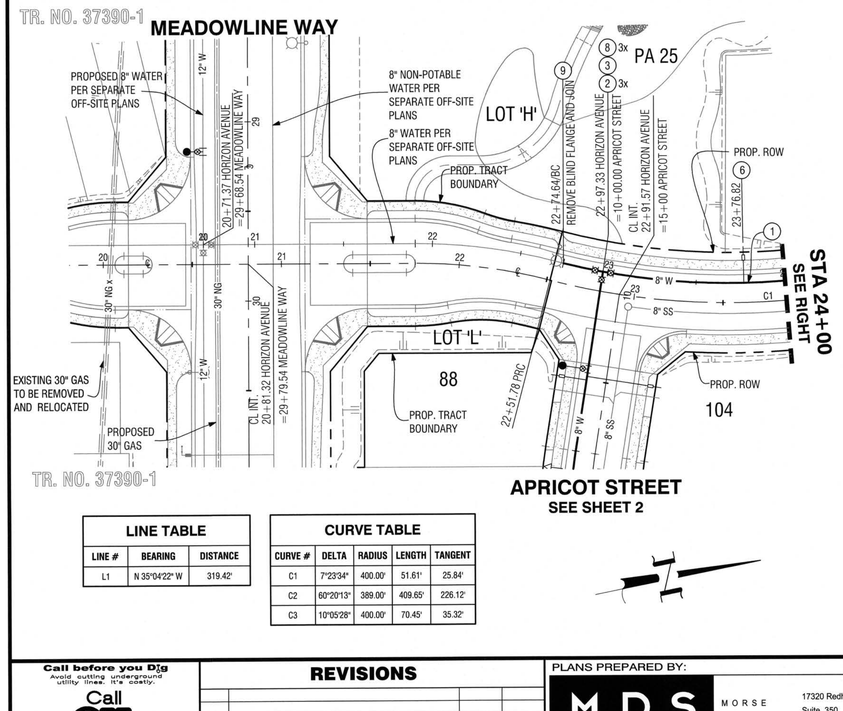
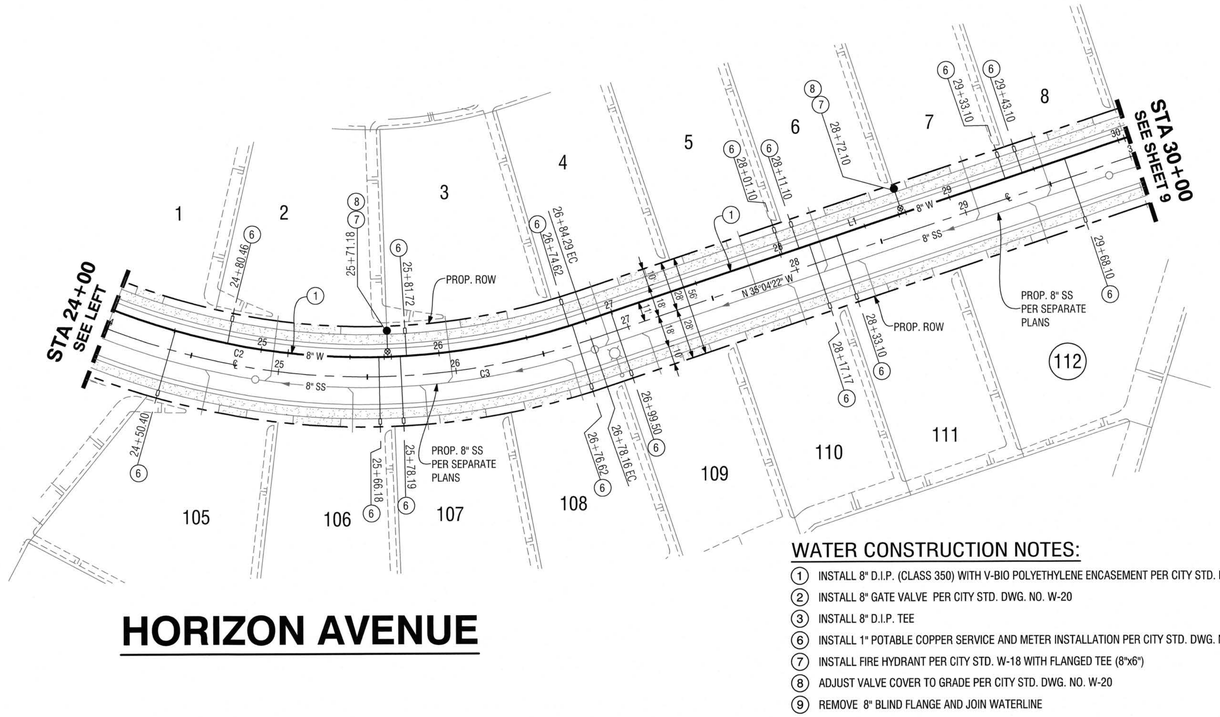


HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'





HORIZON AVENUE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°04'22" W	319.42'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°23'34"	400.00'	51.61'	25.84'
C2	60°20'13"	389.00'	409.65'	226.12'
C3	10°05'28"	400.00'	70.45'	35.32'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
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3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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SENIOR CIVIL ENGINEER
6/9/2020 DATE

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PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/22/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
22+74.64 TO 30+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

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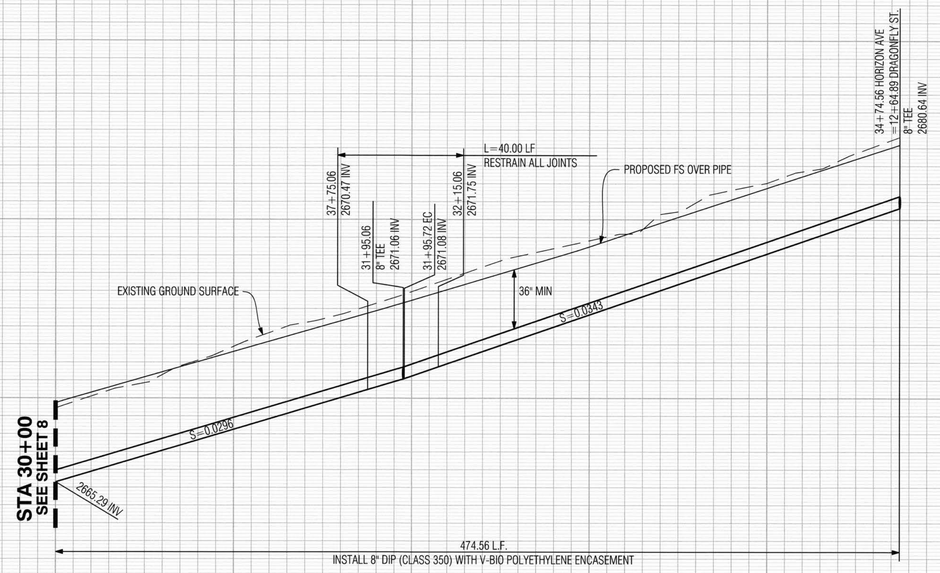
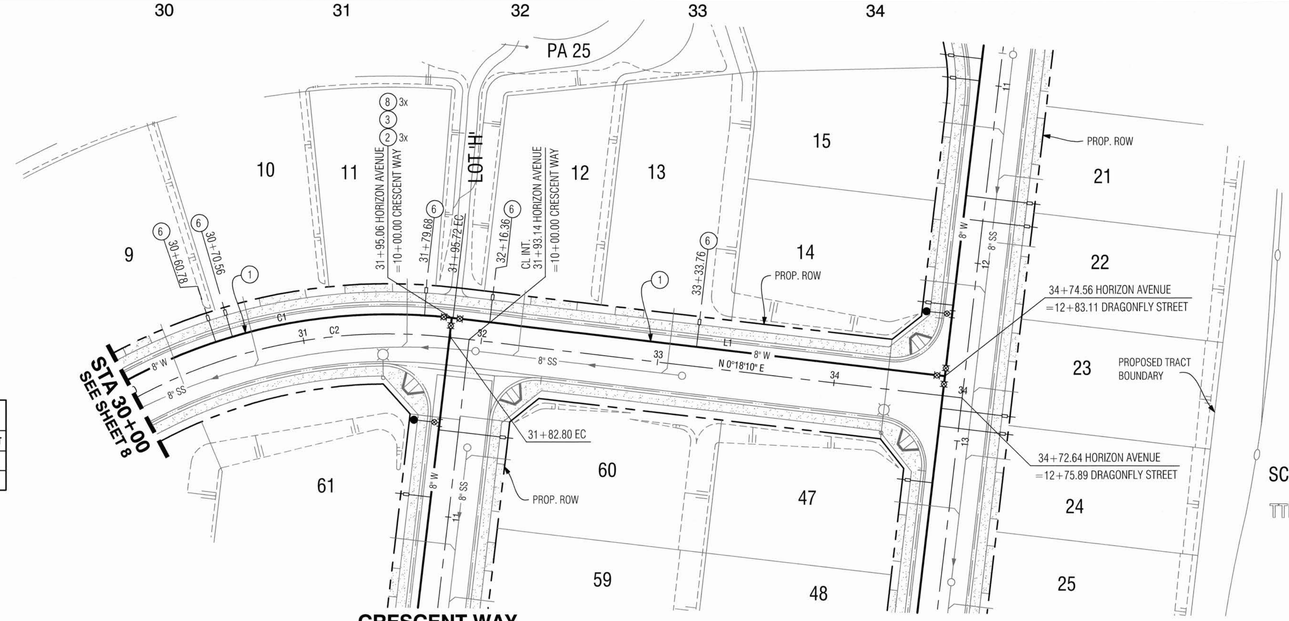
TRACT NO. 37390-2, WATER IMPROVEMENT PLAN



HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



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8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°18'10" E	278.84'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	35°22'32"	311.00'	192.02'	99.18'
C2	16°39'38"	300.00'	87.23'	43.93'

HORIZON AVENUE

0 20 40 80 160
1"=40' GRAPHIC SCALE

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ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
30+00.00 TO 34+74.56

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTORS EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020

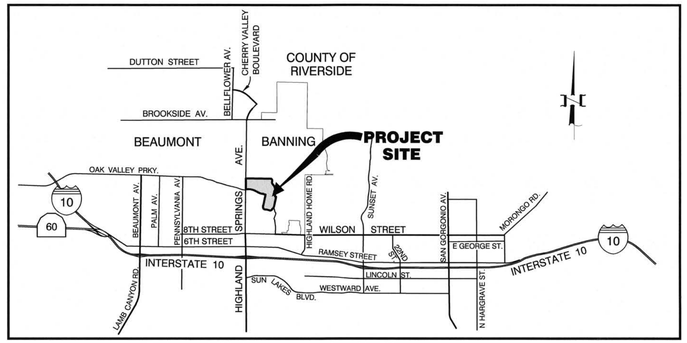
IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390
SEWER IMPROVEMENT PLAN



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- 8" SS — SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS
- B.W — BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

OWNER/APPLICANT/DEVELOPER

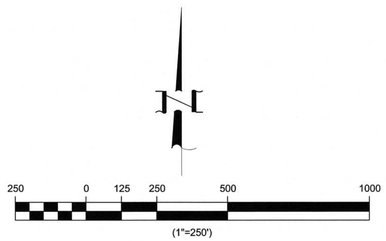
PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

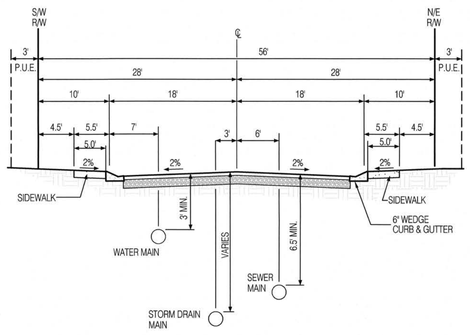
SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-10	SEWER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	3,360
2	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	648
3	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3	EA	32
4	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8	LF	4,023
5	ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5	EA	34
6	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE	LF	346
7	INSTALL TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13	EA	2
8	INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	1,282
9	INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	184
10	INSTALL 8" SEWER PLUG	EA	1
11	CONSTRUCT SEWER LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13	LF	207



RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
7/6/2020



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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RCE# 052496 EXP. 12-31-20
6/24/2020 DATE

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7/14/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390

TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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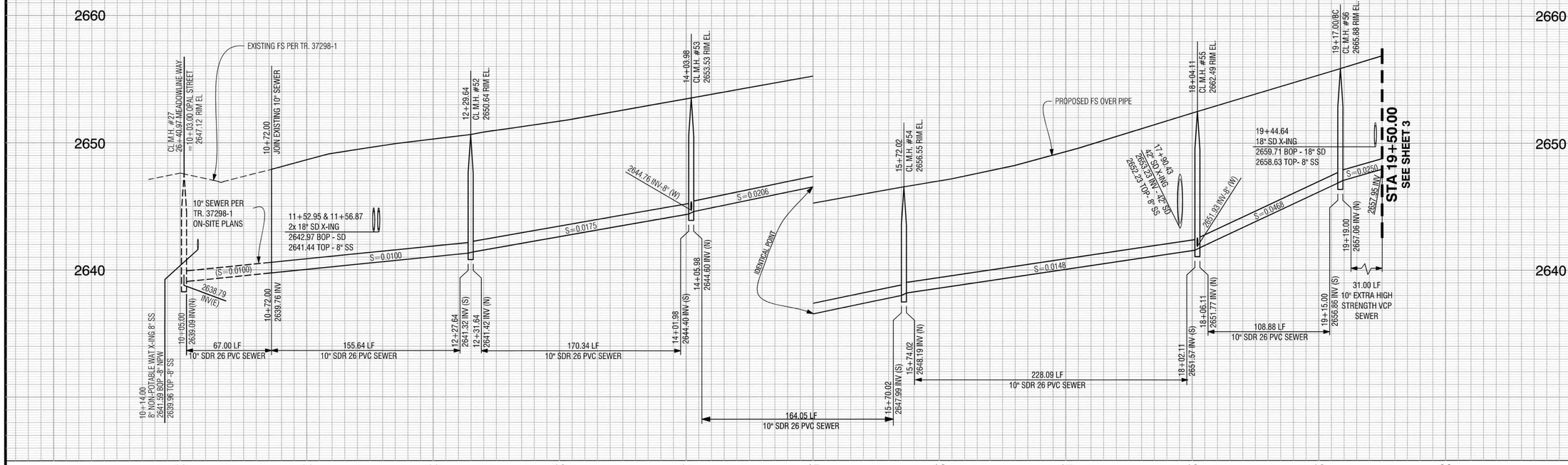

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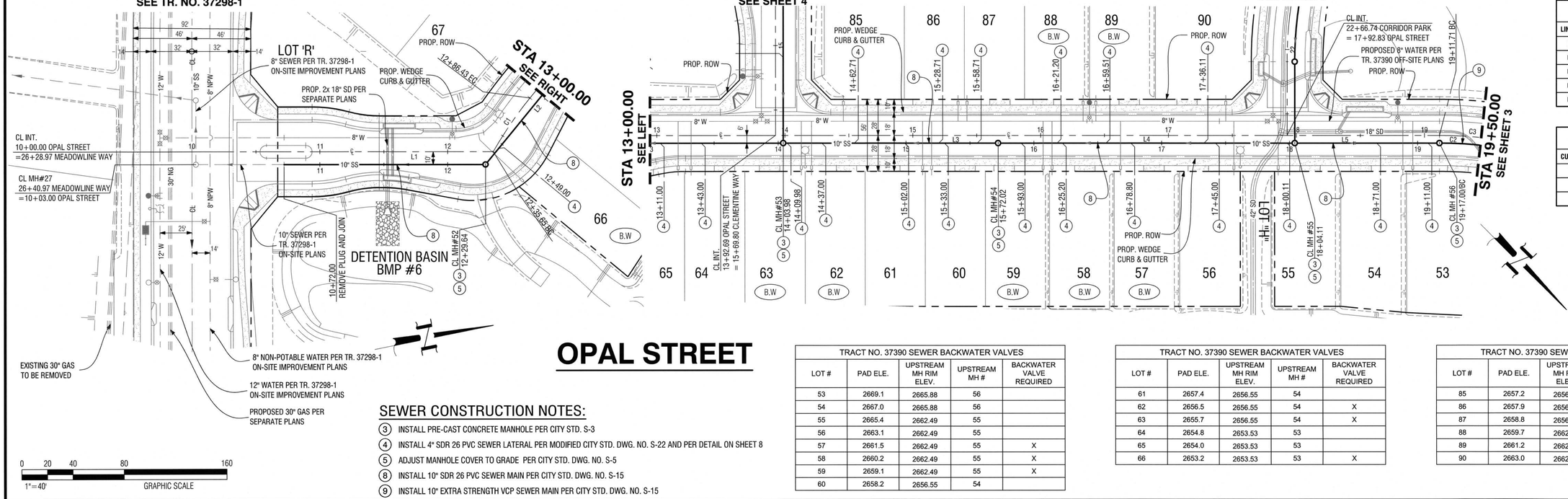
VERT. 1"=4'

PLAN SCALE
1"=40'



CORRIDOR PARK
SEE SHEET 9

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	157.64'
L2	N 39°09'38" W	174.34'
L3	N 39°09'38" W	168.05'
L4	N 39°09'38" W	232.09'
L5	N 39°09'38" W	112.88'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	9°41'53"	300.00'	50.78'	25.45'
C2	36°33'21"	294.00'	187.58'	97.11'
C3	5°35'38"	300.00'	29.29'	14.66'

0 20 40 80 160
1"=40' GRAPHIC SCALE

OPAL STREET

SEWER CONSTRUCTION NOTES:

(3) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
(4) INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
(5) ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
(8) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(9) INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15

TRACT NO. 37390 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
53	2669.1	2665.88	56	
54	2667.0	2665.88	56	
55	2665.4	2662.49	55	
56	2663.1	2662.49	55	
57	2661.5	2662.49	55	X
58	2660.2	2662.49	55	X
59	2659.1	2662.49	55	X
60	2658.2	2656.55	54	

TRACT NO. 37390 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
61	2657.4	2656.55	54	
62	2656.5	2656.55	54	X
63	2655.7	2656.55	54	X
64	2654.8	2653.53	53	
65	2654.0	2653.53	53	
66	2653.2	2653.53	53	X

TRACT NO. 37390 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
85	2657.2	2656.55	54	
86	2657.9	2656.55	54	
87	2658.8	2656.55	54	
88	2659.7	2662.49	55	X
89	2661.2	2662.49	55	X
90	2663.0	2662.49	55	

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/26/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020
DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/17/20
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390
OPAL STREET
10+72.00 TO 19+50.00

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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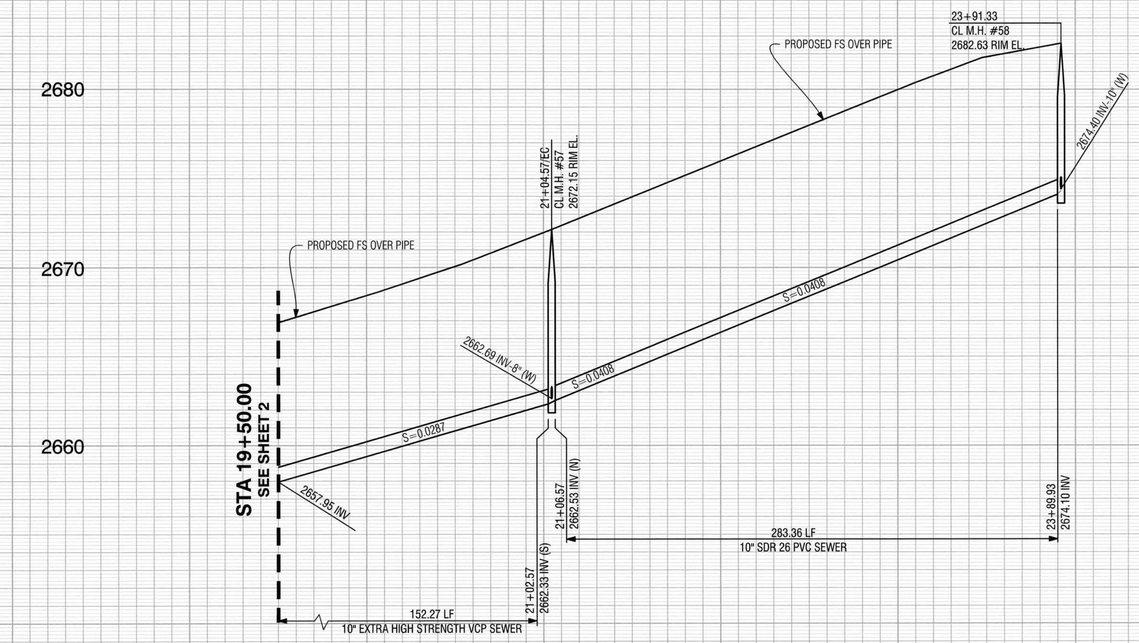
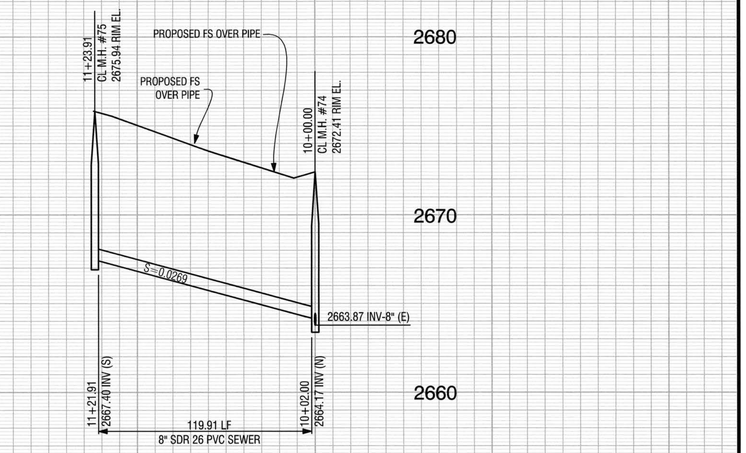
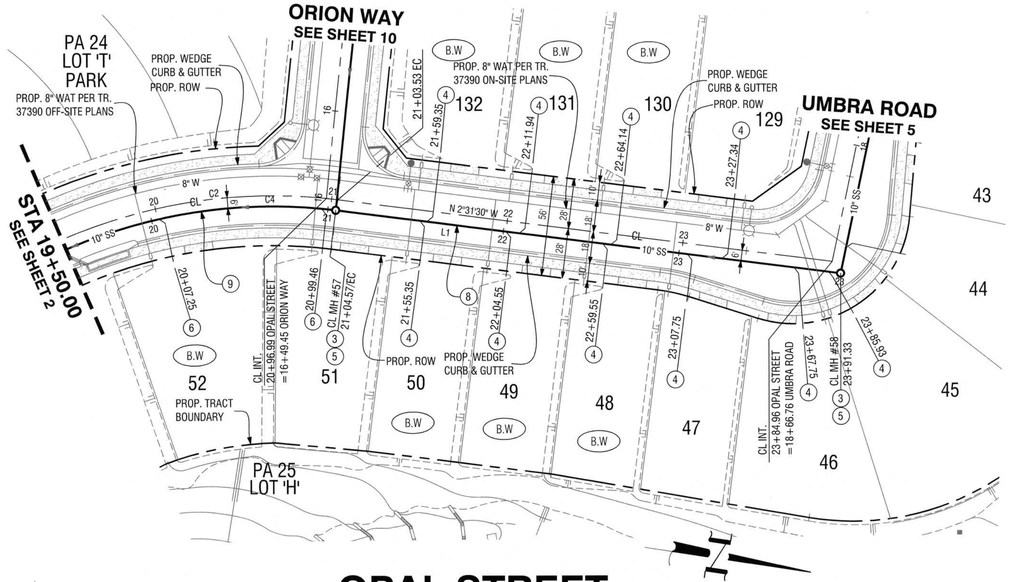


OPAL STREET



HELIOS COURT

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



OPAL STREET

TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
45	2685.3	2682.63	58	
46	2684.4	2682.63	58	
47	2683.2	2682.63	58	
48	2681.6	2682.63	58	X
49	2679.6	2682.63	58	X
50	2677.5	2682.63	58	X
51	2675.1	2672.15	57	
52	2672.4	2672.15	57	X

TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
129	2683.3	2682.63	58	
130	2681.8	2682.63	58	X
131	2679.7	2682.63	58	X
132	2677.4	2682.63	58	X
133	2676.6	2675.94	75	
134	2678.0	2675.94	75	
135	2678.5	2675.94	75	
136	2677.9	2675.94	75	
137	2676.7	2675.94	75	

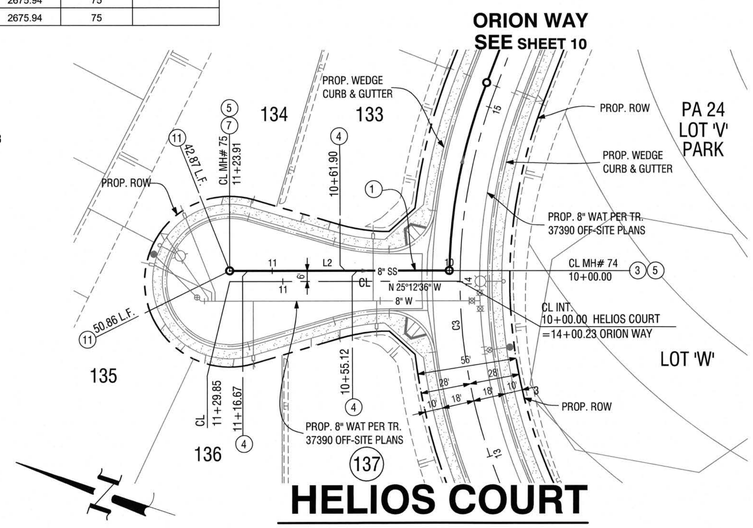
SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
6. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE
7. INSTALL TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13
8. INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
9. INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
11. CONSTRUCT SEWER LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 2°31'30" W	287.36'
L2	N 25°12'36" W	123.91'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C2	36°38'08"	300.00'	191.82'	99.32'
C3	18°16'56"	300.00'	95.73'	48.27'
C4	36°33'21"	294.00'	187.58'	97.11'

0 20 40 80 160
1"=40'
GRAPHIC SCALE



HELIOS COURT

Call before you Dig
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/24/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20[illegible]
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/14/20
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390

OPAL STREET
19+50.00 TO 23+91.33

HELIOS COURT
10+00.00 TO 11+23.91

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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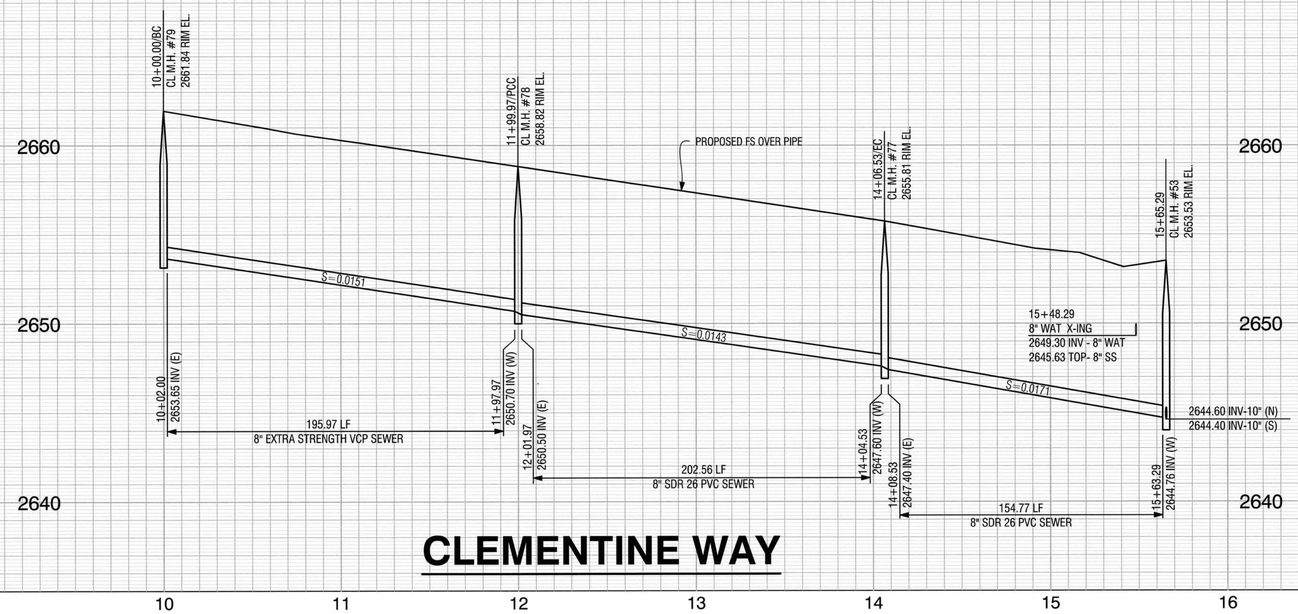
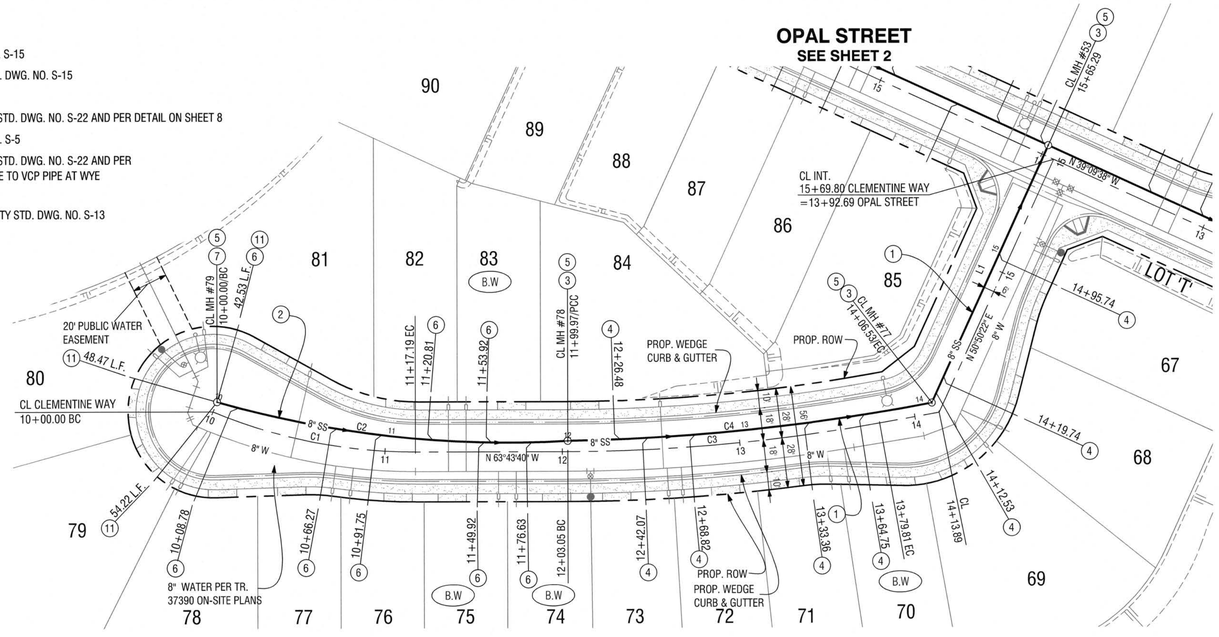


CLEMENTINE WAY

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
6. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE
7. INSTALL TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13
11. CONSTRUCT SEWER LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13



TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
67	2656.8	2655.81	77	
68	2657.6	2655.81	77	
69	2658.0	2655.81	77	
70	2658.4	2658.82	78	X
71	2659.1	2658.82	78	
72	2659.8	2658.82	78	
73	2660.5	2658.82	78	
74	2661.2	2661.84	79	X
75	2661.9	2661.84	79	X
76	2662.5	2661.84	79	
77	2663.0	2661.84	79	
78	2663.6	2661.84	79	
79	2663.8	2661.84	79	
80	2663.8	2661.84	79	
81	2663.3	2661.84	79	
82	2662.4	2661.84	79	
83	2661.6	2661.84	79	X
84	2660.9	2658.82	78	

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 50°50'22" E	158.77'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°22'53"	300.00'	117.19'	59.35'
C2	19°05'44"	600.00'	199.97'	100.92'
C3	10°07'39"	1000.00'	176.76'	88.61'
C4	9°51'45"	1200.00'	206.56'	103.53'

0 20 40 80 160
1"=40' GRAPHIC SCALE

CLEMENTINE WAY

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20 — DATE 6/24/2020

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 7/14/2020
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022 — DATE 7/14/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

SEWER IMPROVEMENT PLAN
TRACT NO. 37390
CLEMENTINE WAY
10+00.00 TO 15+65.29

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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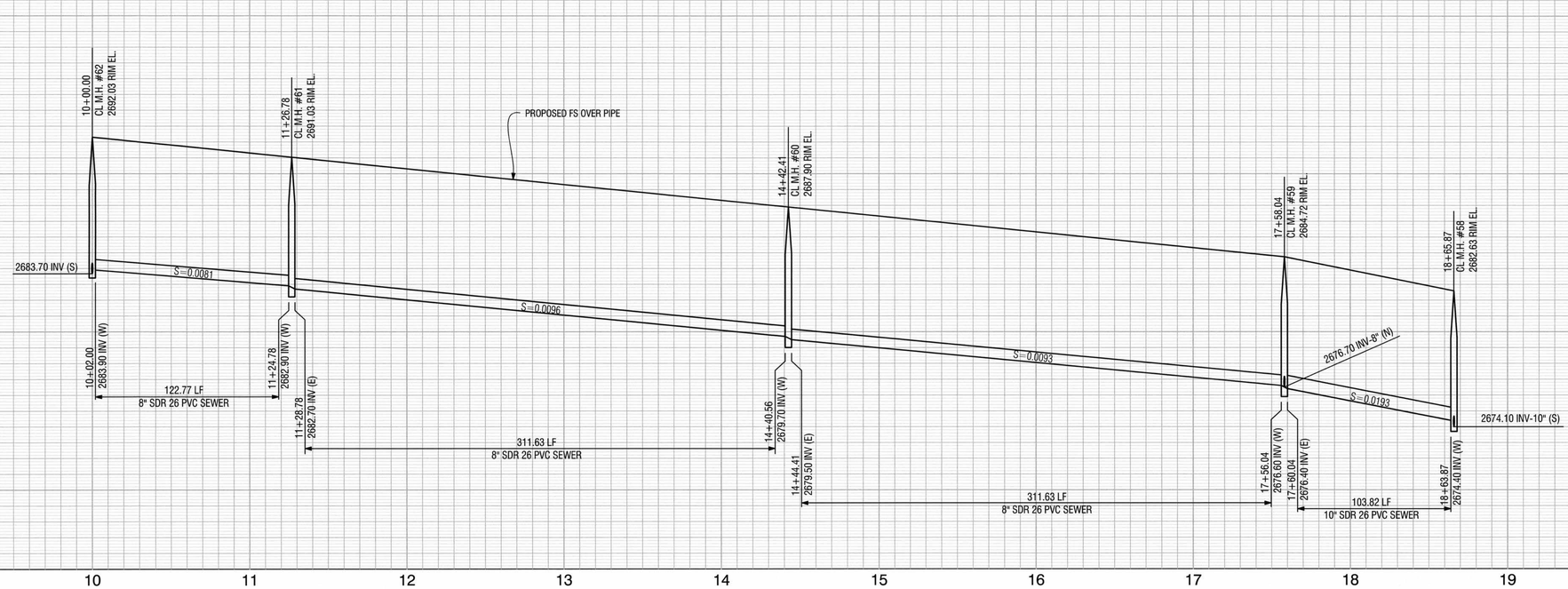
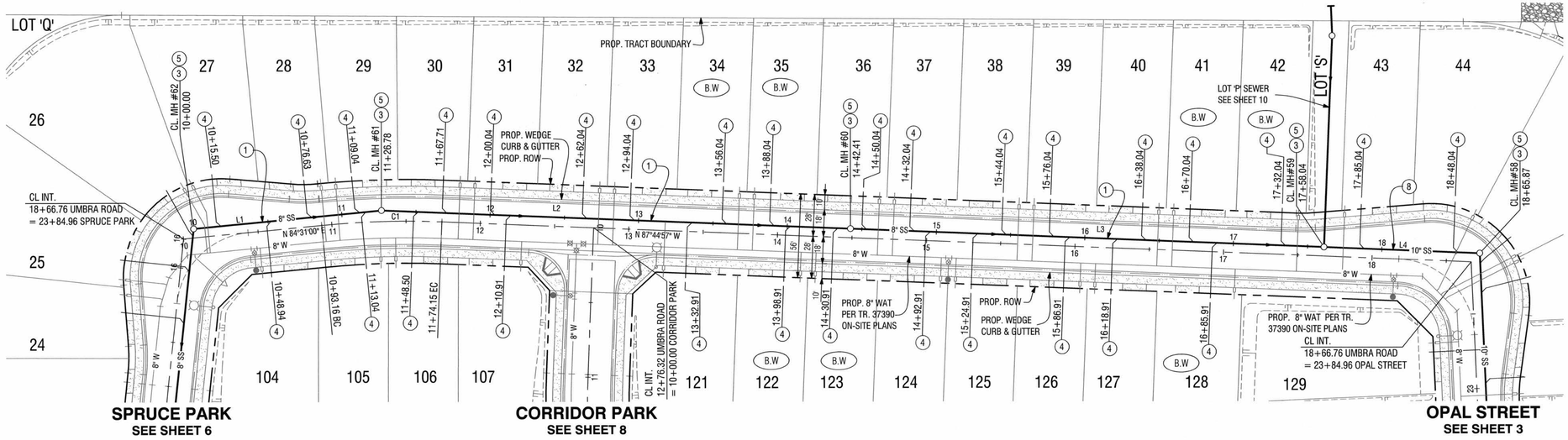


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



SPRUCE PARK
SEE SHEET 6

CORRIDOR PARK
SEE SHEET 8

OPAL STREET
SEE SHEET 3

TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
27	2693.9	2692.03	62	
28	2693.5	2692.03	62	
29	2693.2	2692.03	62	
30	2692.8	2691.03	61	
31	2692.3	2691.03	61	
32	2691.9	2691.03	61	
33	2691.4	2691.03	61	
34	2690.9	2691.03	61	X
35	2690.5	2691.03	61	X
36	2690.0	2687.90	60	
37	2689.5	2687.90	60	
38	2689.1	2687.90	60	
39	2688.6	2687.90	60	
40	2688.1	2687.90	60	
41	2687.6	2687.90	60	X
42	2687.2	2687.90	60	X
43	2686.4	2684.72	59	
44	2685.8	2684.72	59	
104	2693.8	2692.03	62	
105	2693.4	2692.03	62	
106	2692.9	2691.03	61	
107	2692.4	2691.03	61	
121	2691.2	2691.03	61	
122	2690.5	2691.03	61	X
123	2690.0	2691.03	61	X
124	2689.6	2687.90	60	
125	2689.1	2687.90	60	
126	2688.6	2687.90	60	
127	2688.2	2687.90	60	
128	2687.8	2687.90	60	X

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
8. INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15

UMBRA ROAD

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 84°31'00" E	126.77'
L2	N 87°44'57" W	315.63'
L3	N 87°44'57" W	315.63'
L4	N 87°44'57" W	107.82'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°44'03"	600.00'	80.99'	40.56'

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
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EDWARD J. LENTH
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CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/14/20
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390
UMBRA ROAD
10+00.00 TO 18+65.87

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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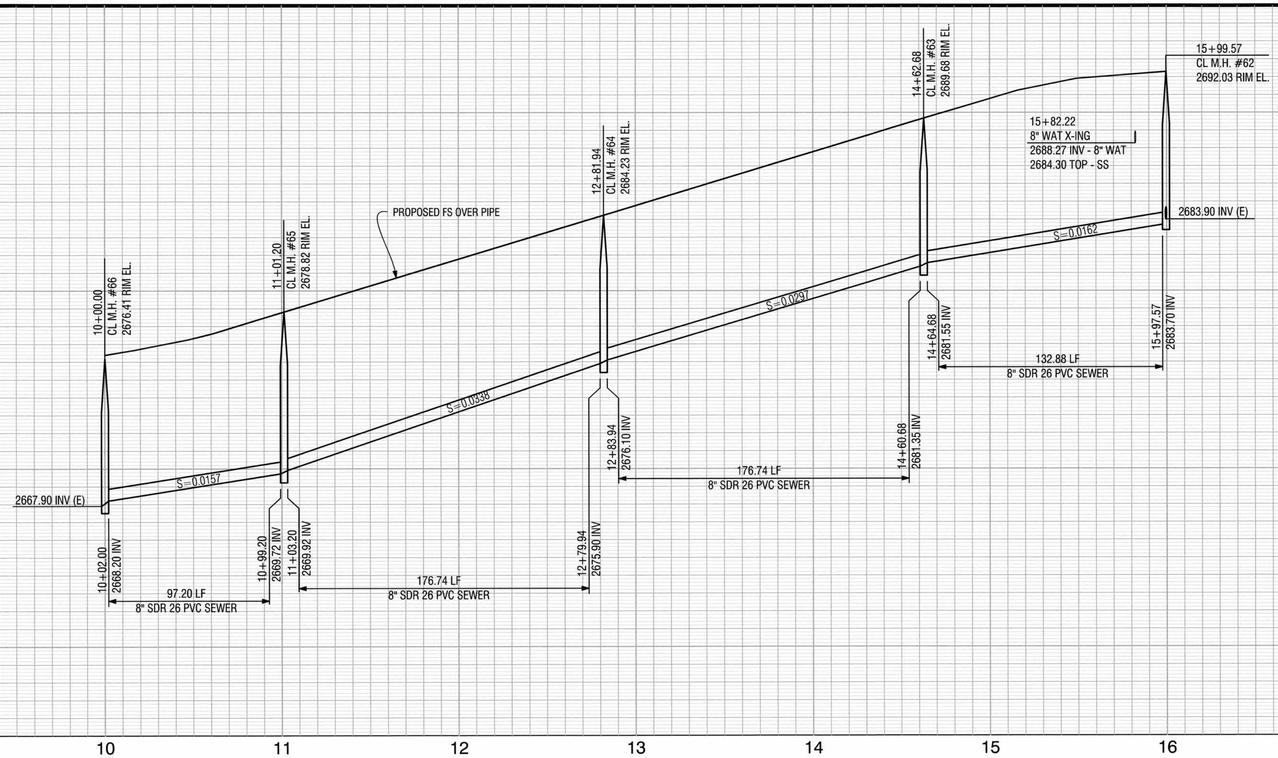
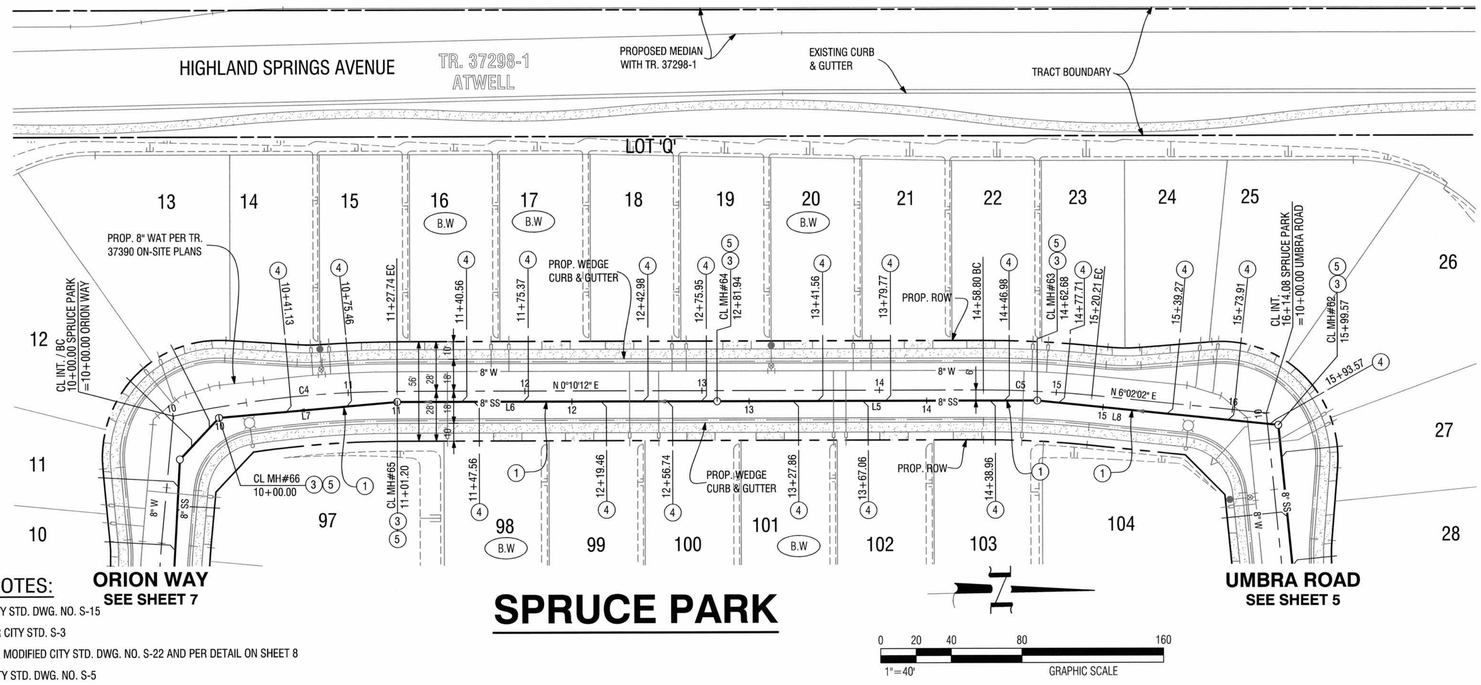


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
14	2679.6	2678.82	65	
15	2680.9	2678.82	65	
16	2682.4	2684.23	64	X
17	2683.9	2684.23	64	X
18	2685.5	2684.23	64	
19	2687.0	2684.23	64	
20	2688.5	2689.68	63	X
21	2690.1	2689.68	63	
22	2691.5	2689.68	63	
23	2692.9	2692.03	62	
24	2693.7	2692.03	62	
25	2693.8	2692.03	62	
26	2694.3	2692.03	62	
98	2683.3	2684.23	64	X
99	2685.0	2684.23	64	
100	2686.6	2684.23	64	
101	2688.2	2689.68	63	X
102	2689.8	2689.68	63	
103	2691.5	2689.68	63	

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

LINE TABLE		
LINE #	BEARING	DISTANCE
L5	N 0°10'12" E	180.74'
L6	N 0°10'12" E	180.74'
L7	N 4°43'01" W	101.20'
L8	N 6°02'02" E	136.88'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C4	12°11'55"	600.00'	127.74'	64.11'
C5	5°51'50"	600.00'	61.41'	30.73'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
6/24/2020 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390
SPRUCE PARK
10+00.00 TO 15+99.57

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 10

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Sewer\37390\on-site
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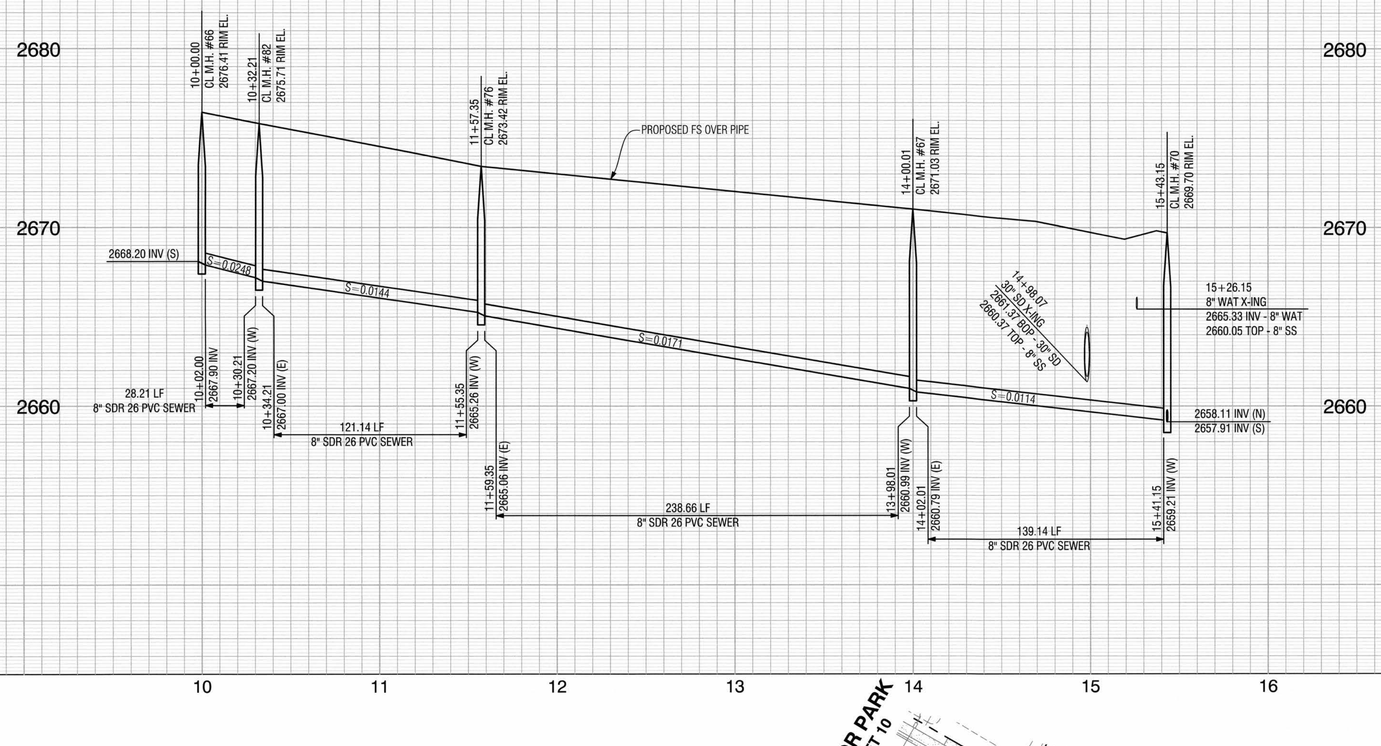
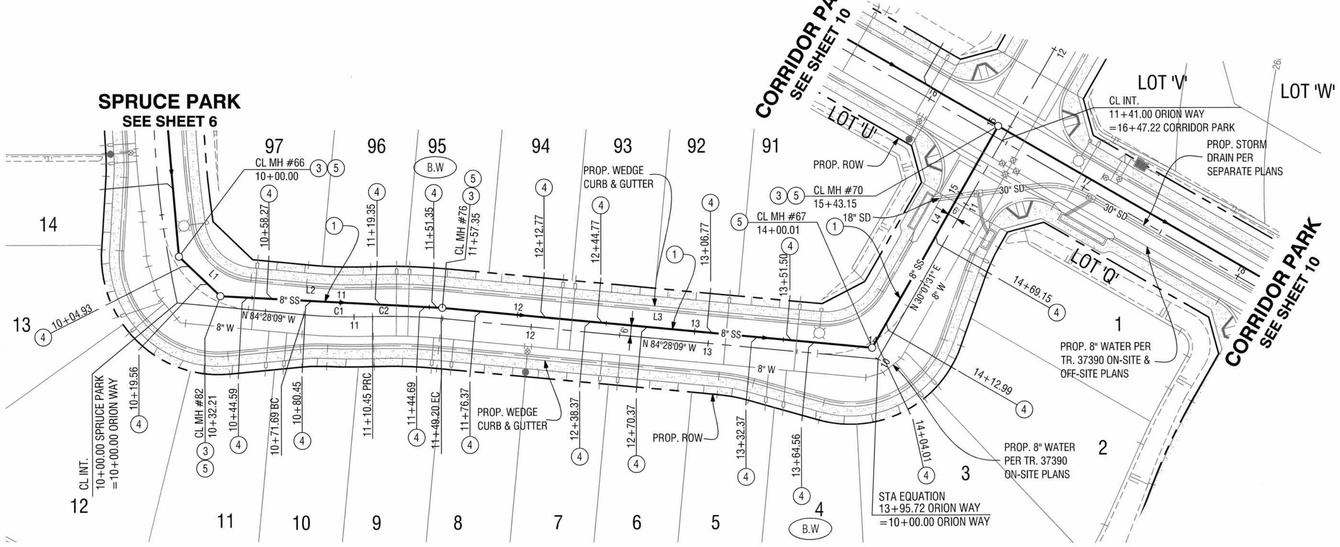
TRACT NO. 37390, SEWER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



ORION WAY

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

TRACT NO. 37390 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
1	2672.5	2671.03	67	
2	2672.9	2671.03	67	
3	2673.1	2671.03	67	
4	2673.4	2673.42	76	X
5	2673.9	2673.42	76	
6	2674.3	2673.42	76	
7	2674.7	2673.42	76	
8	2675.3	2673.42	76	
9	2676.0	2675.71	82	
10	2676.7	2675.71	82	
11	2677.6	2675.71	82	
12	2678.2	2667.41	66	
13	2678.7	2667.41	66	
91	2673.6	2673.42	76	
92	2674.0	2673.42	76	
93	2674.5	2673.42	76	
94	2675.0	2673.42	76	
95	2675.5	2675.71	82	X
96	2676.5	2675.71	82	
97	2677.5	2675.71	82	

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 46°14'11" W	32.21'
L2	N 86°45'32" W	125.14'
L3	N 84°28'09" W	242.66'
L4	N 30°01'31" E	143.14'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°24'07"	300.00'	38.76'	19.41'
C2	7°24'07"	300.00'	38.76'	19.41'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 11/24/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 7/14/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/17/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390

ORION WAY
10+00.00 TO 15+31.89

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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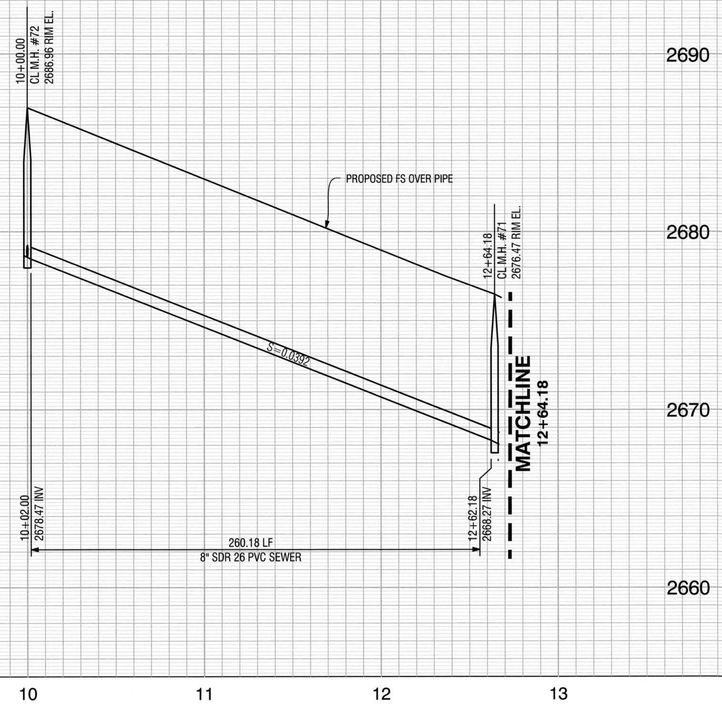
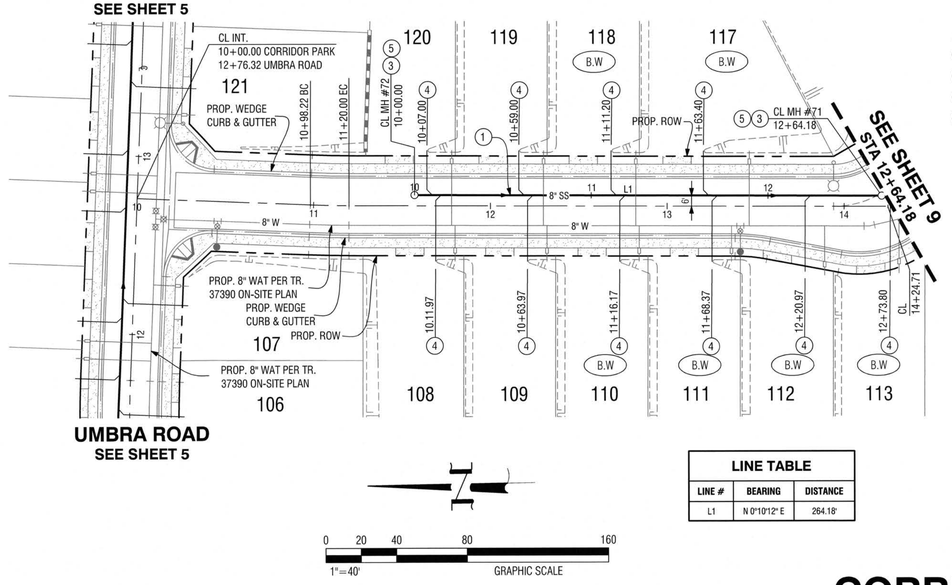


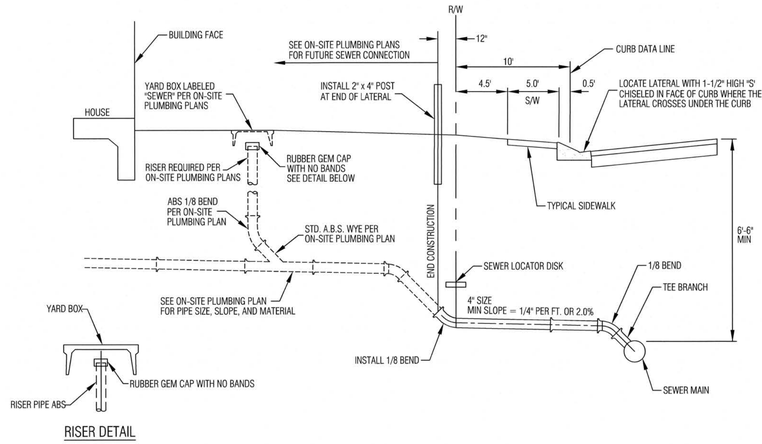


LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°10'12" E	264.18'

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
108	2689.7	2686.96	72	
109	2687.7	2686.96	72	
110	2685.6	2686.96	72	X
111	2682.5	2686.96	72	X
112	2681.2	2686.96	72	X
113	2679.4	2686.96	72	X
117	2683.7	2686.96	72	X
118	2685.8	2686.96	72	X
119	2687.9	2686.96	72	
120	2689.9	2686.96	72	



RISER DETAIL

4 6 HOUSE LATERAL
MODIFIED CITY STD. DWG. NO. S-22
N.T.S.

CORRIDOR PARK

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines! It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390
CORRIDOR PARK
10+00.00 TO 12+64.18

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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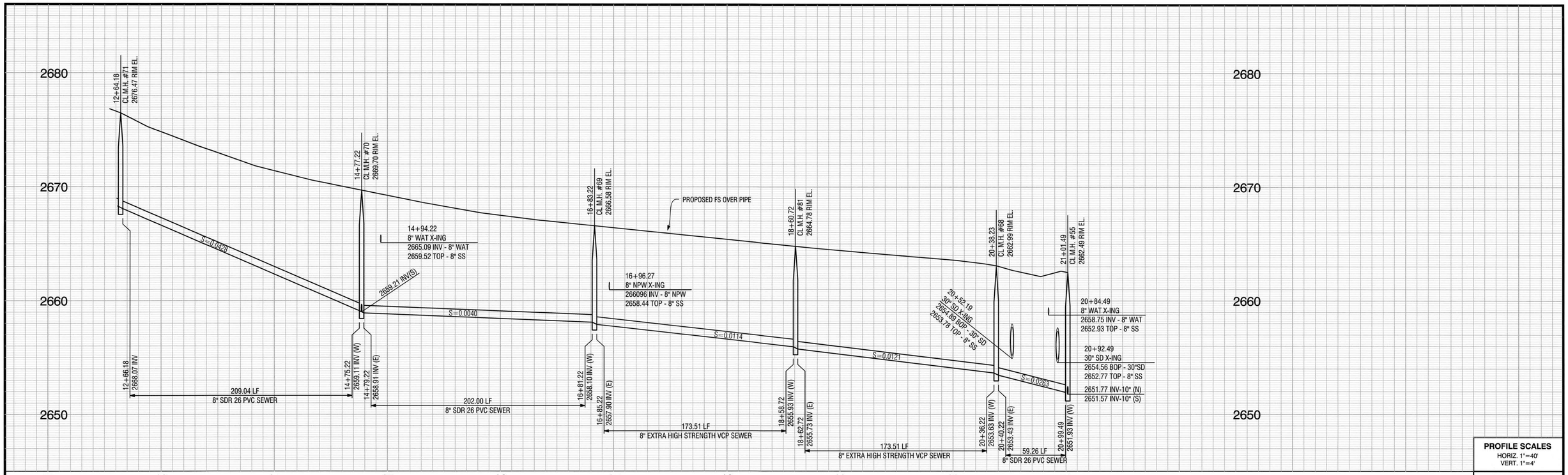
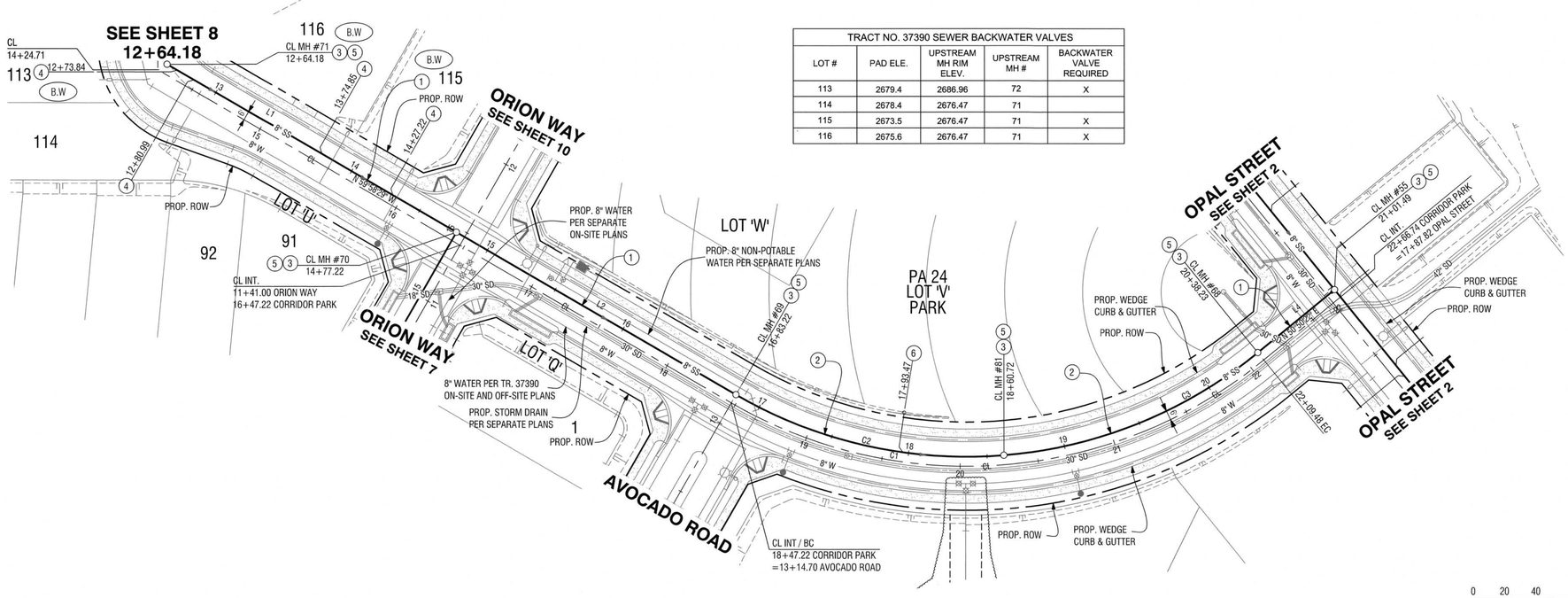


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



TRACT NO. 37390 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
113	2679.4	2686.96	72	X
114	2678.4	2676.47	71	
115	2673.5	2676.47	71	X
116	2675.6	2676.47	71	X

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
6. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 8 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 59°58'29" W	213.04'
L2	N 59°58'29" W	206.00'
L4	N 50°50'22" E	63.26'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	9°10'47"	300.00'	48.06'	24.08'
C2	34°35'35"	294.00'	177.51'	91.55'
C3	34°35'35"	294.00'	177.51'	91.55'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

CORRIDOR PARK

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 7/14/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/19/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390

CORRIDOR PARK
12+64.18 TO 21+01.49

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 10

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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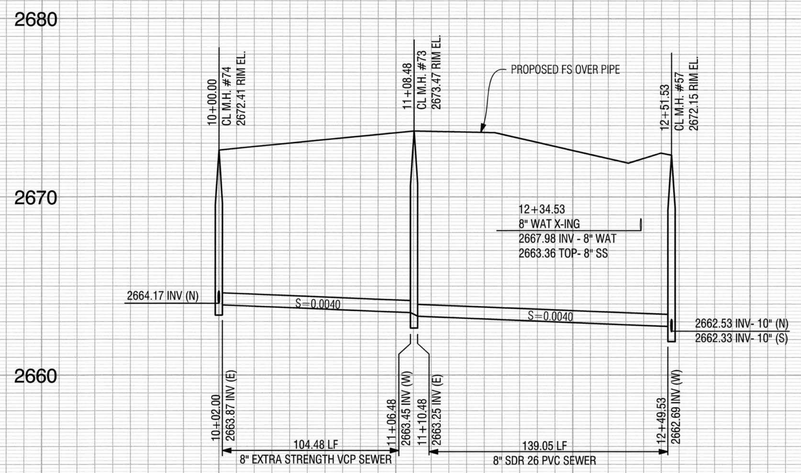
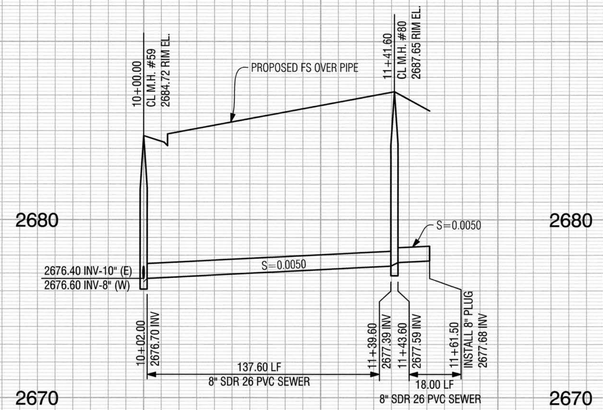
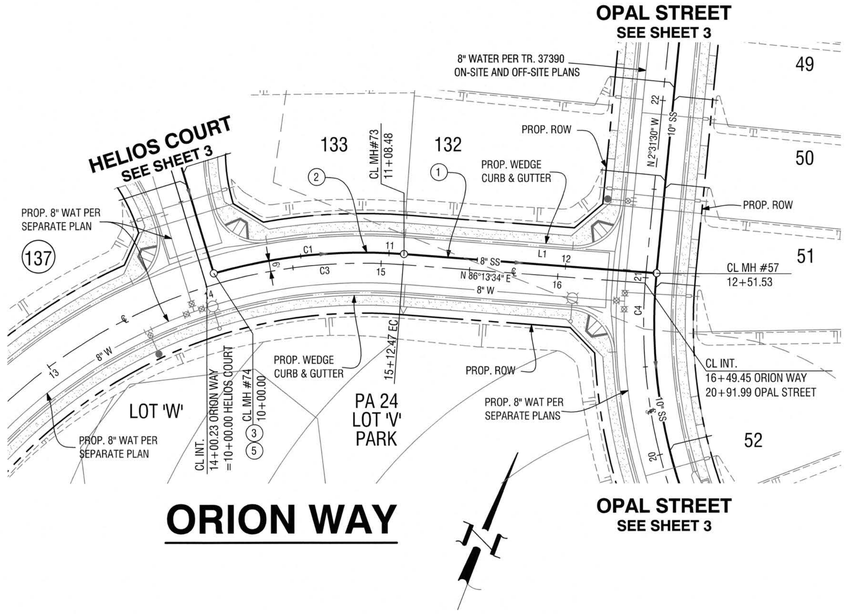
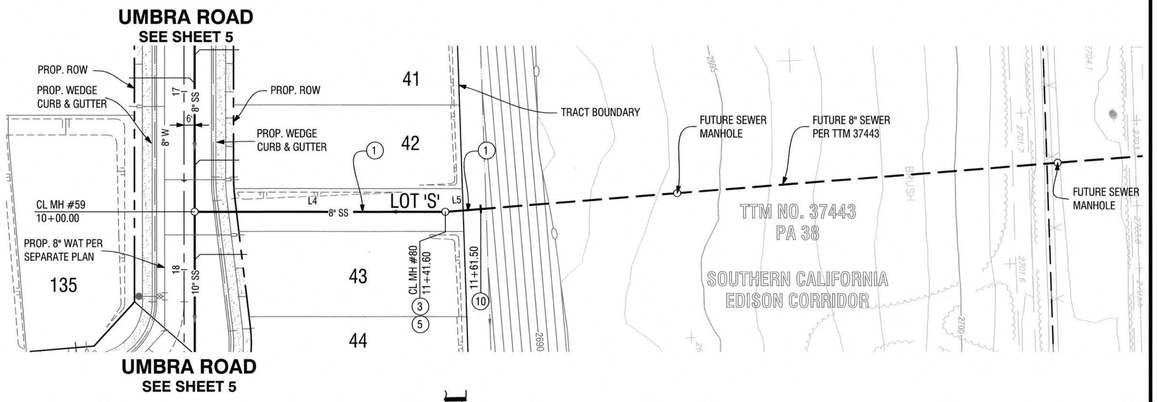




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 86°13'34" E	143.05'
L4	N 2°15'03" E	141.60'
L5	N 2°17'12" W	20.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	20°18'45"	306.00'	108.48'	54.82'
C3	17°04'21"	300.00'	89.39'	45.03'
C4	8°21'47"	300.00'	43.79'	21.93'

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
10. INSTALL 8" SEWER PLUG

0 20 40 80 160
1"=40' GRAPHIC SCALE

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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — DATE
RCE# 052496 EXP. 12-31-20

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 7/14/2020
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022 — DATE 7/9/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

SEWER IMPROVEMENT PLAN
TRACT NO. 37390

GARNET STREET
10+00.00 TO 12+51.53

LOT 'P'
10+00.00 TO 11+61.50

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 10

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TRACT NO. 37390, SEWER IMPROVEMENT PLAN

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390 ATWELL
ON-SITE STREET IMPROVEMENT PLAN

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CANNOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREENBOOK," THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT, PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION, AND THE CURRENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES FIVE (5) FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION; HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-277-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS' NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING, FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCHMARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCHMARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM TWELVE (12) FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT-OF-WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION; FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE REWORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODIBLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED, THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL CA MUTCD AND CITY REQUIREMENTS.

CALIFORNIA COORDINATES

CENTER LINE
HIGHLAND SPRINGS AVE & WILSON STREET
N 2283766.54
E 6350263.54

CENTER LINE INTERSECTION
HIGHLAND SPRINGS AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600 (951) 428-4400
CORONA, CA 92879 CONTACT: MICHAEL HEISHMAN

UTILITIES

WATER	ELECTRIC	TRASH	CABLE
CITY OF BANNING	CITY OF BANNING	CITY OF BANNING	SPECTRUM CABLE
99 EAST RAMSEY ST.	99 EAST RAMSEY ST.	c/o WASTE MANAGEMENT	3317 WEST RAMSEY ST.
BANNING, CA. 92220	BANNING, CA. 92220	99 EAST RAMSEY ST.	BANNING, CA. 92220
(951) 922-3281	(951) 922-3260	BANNING, CA. 92220	(866) 417-1039
		(951) 922-3130	
SEWER	GAS	TELEPHONE	STORM DRAIN
CITY OF BANNING	SOUTHERN CALIFORNIA GAS	FRONTIER COMMUNICATIONS	CITY OF BANNING
99 EAST RAMSEY ST.	COMPANY	280 SOUTH LOCUST ST.	99 EAST RAMSEY ST.
BANNING, CA. 92220	1981 WEST LUGONIA AVE.	POMONA, CA. 92363	BANNING, CA. 92220
(951) 922-3281	REDLANDS, CA. 92374	(909) 397-0042	(951) 922-3130
	(909) 335-3928		

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSOR'S PARCEL NUMBERS

PORTION OF 408-120-010 , 408-120-012, 408-120-013 & 408-120-020

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK.
ELEVATION = 2531.44 ft (NGVD 29).



ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

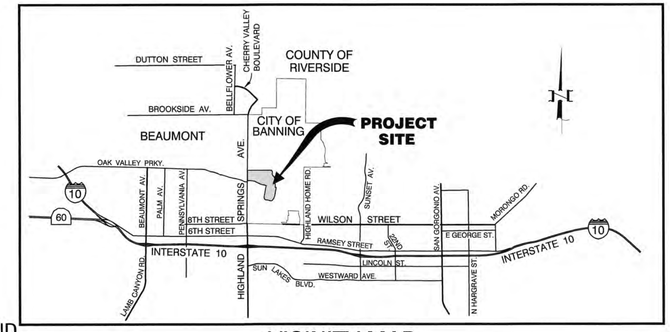
THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

SHEET INDEX MAP

SCALE: 1"=300'

ENGINEER'S NOTE TO CONTRACTORS:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.



LEGEND

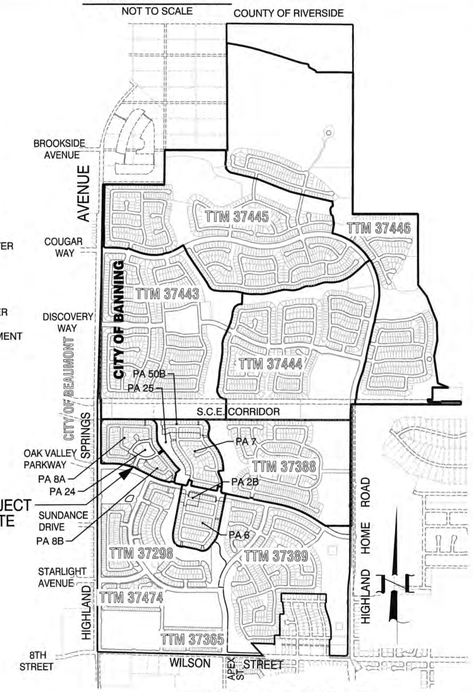
- TRACT BOUNDARY
- RIGHT OF WAY
- STREET CENTERLINE
- SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED STREET LIGHT
- PROPOSED FIRE HYDRANT
- 55 — LOT NUMBER
- (106) — HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER
- SD — PROPOSED STORM DRAIN
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED POTABLE WATER
- NPW — PROPOSED NON-POTABLE WATER
- NG — PROPOSED GAS LINE
- PROPOSED RETAINING WALL
- 4 / 12 — STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER / SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER

ABBREVIATIONS

BC	BEGIN CURVE
EC	END CURVE
HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
CVC	CENTER VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING
RP	RADIUS POINT
MOC	MIDDLE OF CURVE
FH	FIRE HYDRANT
BCR	BEGIN CURVE RETURN
ECR	END CURVE RETURN

VICINITY MAP

NOT TO SCALE



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

NPDES GENERAL NOTES:

SEE NPDES GENERAL NOTES SHEET 2.

GRAPHIC SCALE

300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.

RECOMMENDED FOR ACCEPTANCE BY:
7/1/2020
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007, FOR CITY OF BEAUMONT.
3. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS", 2018 EDITION.
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS", 2015.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, REVISION 4.
6. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

SHEET INDEX

SHEET	1	TITLE SHEET AND SHEET INDEX MAP
SHEET	2	TYPICAL STREET SECTIONS, NPDES GENERAL NOTES, CONSTRUCTION NOTES AND QUANTITIES
SHEET	3	DETAILS
SHEET	4-5	OPAL STREET STREET IMPROVEMENT PLAN AND PROFILE
SHEET	5	HELIOS COURT STREET IMPROVEMENT PLAN AND PROFILE
SHEET	6	SPRUCE PARK STREET IMPROVEMENT PLAN AND PROFILE
SHEET	7	CORRIDOR PARK STREET IMPROVEMENT PLAN AND PROFILE
SHEET	8	UMBRA ROAD STREET IMPROVEMENT PLAN AND PROFILE
SHEET	9	ORION WAY STREET IMPROVEMENT PLAN AND PROFILE
SHEET	10	CLEMENTINE WAY STREET IMPROVEMENT PLAN AND PROFILE
SHEET	11-12	SIGNING & STRIPING IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 6/12/2020
RCE# 052496 EXP. 12-31-20 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN B. SIN, RCE #71299 EXP. 12/31/21 — 7/12/20 DATE
SENIOR CIVIL ENGINEER

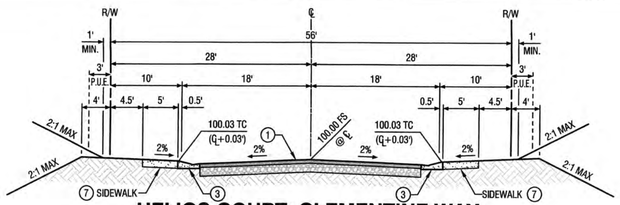
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022 — 7/12/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

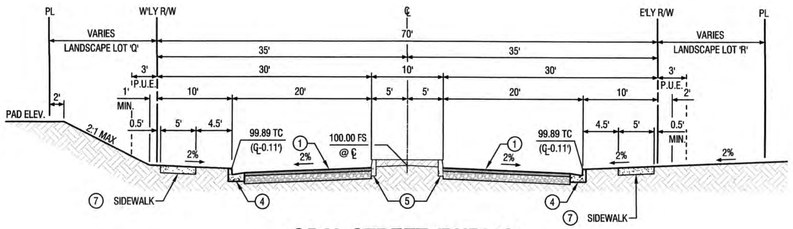
MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390 (PA 8)\On-Site
Created: 06.12.2020 11:03:47 AM Author:----
Last Edit: 06.12.2020 11:03:47 AM By: Station178
MDS File: 89406 37390 ST3N01 TT.(
Plot Scale: 1" = 1'; Dwg Scale: 1:1
Plot Date: 06.12.2020 11:50:22 AM By: station178



HELIOS COURT, CLEMENTINE WAY, CORRIDOR PARK, OPAL STREET, ORION WAY, SPRUCE PARK, UMBRA ROAD (PUBLIC)

(MODIFIED LOCAL RESIDENTIAL STREET) TI=5.5

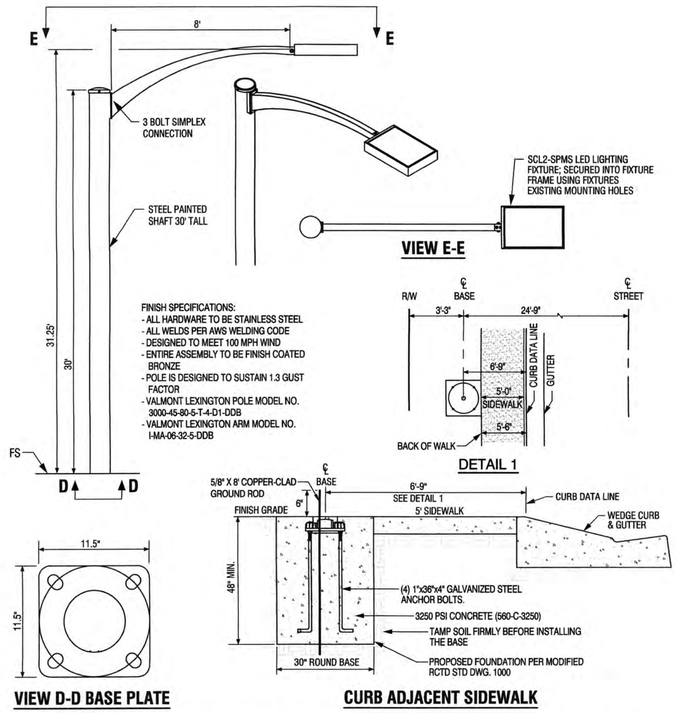
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



OPAL STREET (PUBLIC)

(NEIGHBORHOOD ENTRY) TI=5.5

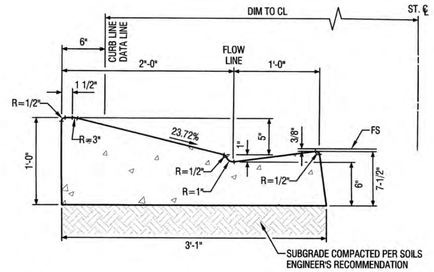
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



NOTES:
1. THE BOLT PATTERN TEMPLATE SHOWN IS TYPICAL FOR MANY POLES. CONTRACTOR TO OBTAIN PROPER TEMPLATE FOR THE SPECIFIC POLE USED.
2. CONTACT THE C.O.B. ELECTRIC INSPECTOR 24 HOURS PRIOR TO POURING THE CONCRETE BASE. THE CONCRETE BASE MUST SIT FOR A MINIMUM OF 3 DAYS BEFORE INSTALLING STREETLIGHT POLE.
3. THE STREETLIGHT FOUNDATION SHALL BE CONSTRUCTED IN ONE POUR OF CONCRETE CLASS 560-C-3250 WITH A MAXIMUM 4-INCH SLUMP PER REQUIREMENTS LISTED IN SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE BOTTOM OF THE FOUNDATION SHALL REST SECURELY ON FIRM, UNDISTURBED SOIL AND SURROUNDING SOIL MUST BE COMPACTED TO AT LEAST 90%.
4. IN EXTREME SOIL CONDITIONS AND WITH WRITTEN APPROVAL BY THE C.O.B. ELECTRIC INSPECTOR, 30' OF #6 BARE COPPER SOFT-DRAWN WIRE MAY BE INSTALLED IN LIEU OF THE PREFERRED GROUND ROD. 24" OF THIS GROUND MUST BE SPOOLED ABOVE THE CONCRETE BASE INSIDE OF THE STREETLIGHT POLE AND THE EXCESS WIRE BELOW THE CONCRETE BASE MUST BE COILED NEATLY IN THE FIRMLY TAMPED SOIL.

15 LED SOLAR STREET LIGHT INSTALLATION BEHIND SIDEWALK

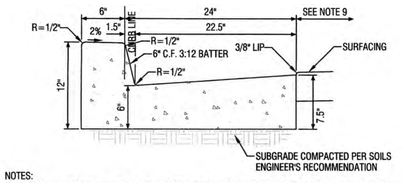
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISH WORK SHALL PROVIDENT AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF A ACCESS RAMP.

3 6" WEDGE CURB & GUTTER CURB

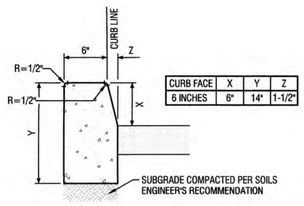
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%.
8. A MIN. 1' WIDE AC PAVEMENT REPAIR SECTION SHALL BE CONSTRUCTED WHEN CURB AND GUTTER IS PLACED ADJACENT TO EXISTING AC PAVEMENT.
9. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF AN ACCESS RAMP.

4 MODIFIED TYPE "A" CURB AND GUTTER (6")

CITY STD. DWG. NO. C-200 (NO CLASS 2 AGGREGATE)
NTS



CURB FACE	X	Y	Z
6 INCHES	6"	14"	1-1/2"

NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2 RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL BE SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. CURBS SHALL HAVE EXPANSION JOINTS AT B.C.R. AND E.C.R. AND WEAKENED PLANE JOINTS AT 10' INTERVALS ONLY; NO SCORELINE ALLOWED.
6. WHEN CURB IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.

5 MODIFIED TYPE "D" CURB ONLY (6")

CITY STD. DWG. NO. C-203 (NO CLASS 2 AGGREGATE BASE)
NTS

ACKNOWLEDGEMENT OF RESPONSIBILITY FOR WORK

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BANNING IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

EDWARD J. LENTH R.C.E. #52496 EXP. DATE DEC 31, 2020

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	STREET IMPROVEMENTS	UNIT	QUANTITY
1	CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.	SF	144,047
3	CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.	LF	8,238
4	CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).	LF	160
5	CONSTRUCT MODIFIED TYPE "D" CURB ONLY (6") PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).	LF	93
7	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).	SF	42,195
8	CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.	SF	87
9	CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.	EA	4
10	CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.	SF	1,434
11	CONSTRUCT MODIFIED LOCAL DEPRESSION #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	2
12	ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	22
13	ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	21
14	CONSTRUCT MODIFIED LOCAL DEPRESSION #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	2
15	INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.	EA	11
16	REMOVE 2x4 REDWOOD HEADER.	LF	236
17	REMOVE BARRICADE.	EA	1
18	CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 3.	SF	382
	SIGNING AND STRIPING	**UNIT**	**QUANTITY**
20	INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 12.	EA	7
21	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. ON SHT. NO. 12.	EA	6
22	INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. ON SHT. NO. 12.	EA	9
23	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	6
24	INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.	LF	90
25	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.	EA	16
26	INSTALL TYPE K-1 (CA) MARKER AND POST PER CALTRANS STD. DWG. NO. A73A.	EA	2

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   - A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   - B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   - C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   - D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   - E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   - F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 6-30-2020
RCE# 052496 EXP. 12-31-20 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/21 DATE 7/12/20
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 DATE 7/13/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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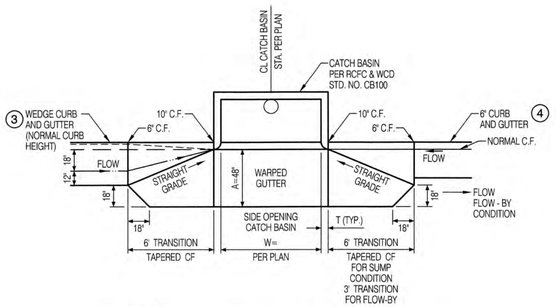
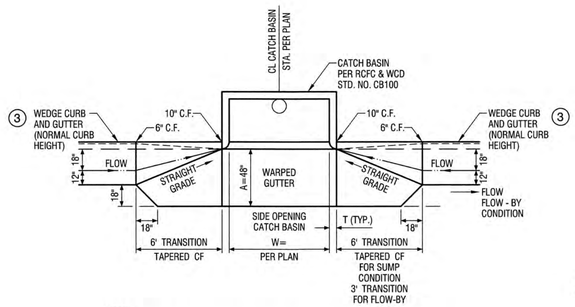


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED.
   T=SEE STANDARD DRAWING 300(A) DIMENSIONS.
   W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

14 MODIFIED LOCAL DEPRESSION #2

R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS



NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED.
   T=SEE STANDARD DRAWING 300(A) DIMENSIONS.
   W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

11 MODIFIED LOCAL DEPRESSION #1

R.C.F.C. & W.C.D. STD. DWG. NO. LD201
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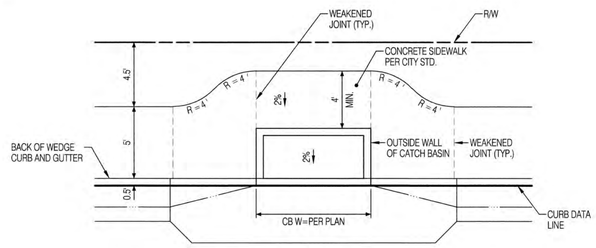
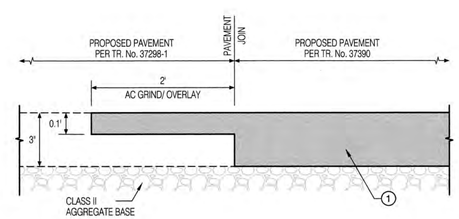


8 EXTENDED SIDEWALK AT CATCH BASIN

CB #C6
NTS

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).

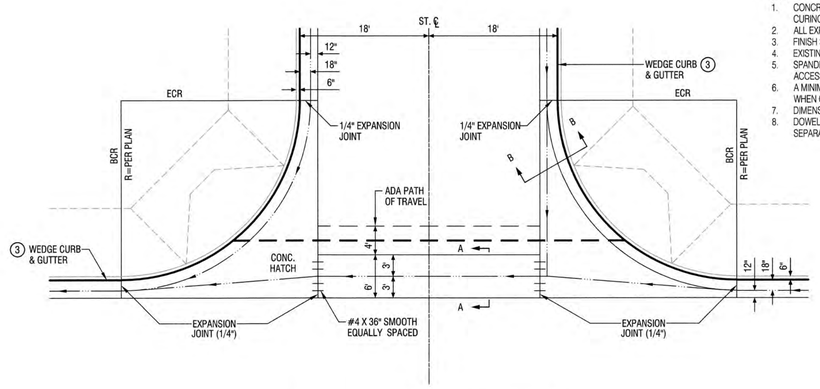


18 AC GRIND/ OVERLAY

NTS

SECTION A-A

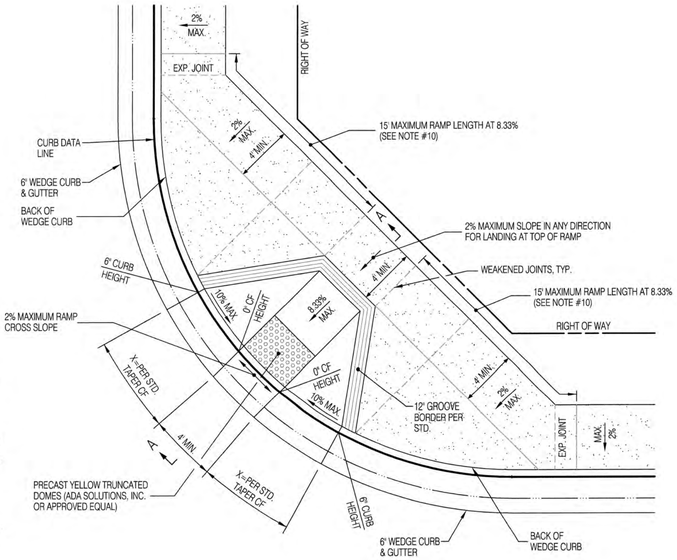
SECTION B-B



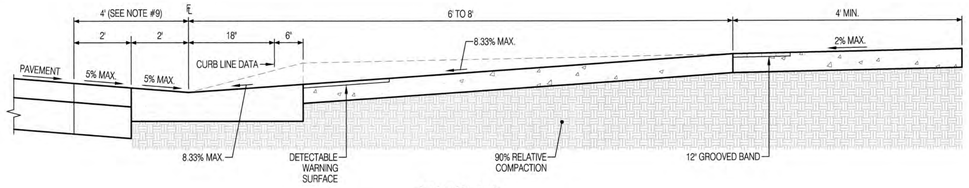
NOTES:
1. CONCRETE SHALL BE CLASS 560-C-3250 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. SPANDREL WEAKENED PLANE JOINT LOCATIONS WILL BE DETERMINED BY ACCESS RAMP LOCATIONS.
6. A MINIMUM OF 1' WIDE AC PAVEMENT (FULL DEPTH) REPAIR PATCH IS REQUIRED WHEN CROSS-GUTTER IS PLACED ADJACENT TO EXISTING A.C. PAVEMENT.
7. DIMENSIONS MAY BE INCREASED DEPENDING ON DRAINAGE CONSIDERATIONS.
8. DOWELS REQUIRED WHEN CROSS-GUTTER AND SPANDREL POURED SEPARATELY.

10 MODIFIED CROSS GUTTER

CITY STD. DWG. NO. C-211
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL ACCESS RAMPS SHALL CONFORM TO ADA CURRENT REQUIREMENTS.
3. P.C.C. THICKNESS OF 4" FROM BCR TO ECR, RAMP AND LANDING AREAS SHALL BE MONOLITHIC JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
4. LANDING AT TOP OF RAMP SHALL HAVE 2% MAXIMUM SLOPE AT ALL DIRECTIONS.
5. RAMP SURFACE AND FLARED SIDES SHALL BE SLIP RESISTANT.
6. DIMENSIONS SHOWN FOR SLOPING PORTIONS OF RAMP MAY VARY DUE TO FIELD CONDITIONS.
7. WHERE NEW SIDEWALK JOINS EXISTING WITH DIFFERENT WIDTHS, A 5:1 TRANSITION IS REQUIRED.
8. DETECTABLE WARNING MATERIAL TO BE APPROVED BY CITY ENGINEER.
9. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4 FEET OF THE BOTTOM OF THE CURB RAMP.
10. RAMP MAY BE STEEPER IF THE LENGTH IS AT MAXIMUM 15'.



SECTION A-A

9 MODIFIED ACCESS RAMP, TYPE I

CITY STD. DWG. NO. C-214
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/12/2020 DATE

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CITY OF BANNING

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SENIOR CIVIL ENGINEER
7/12/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/17/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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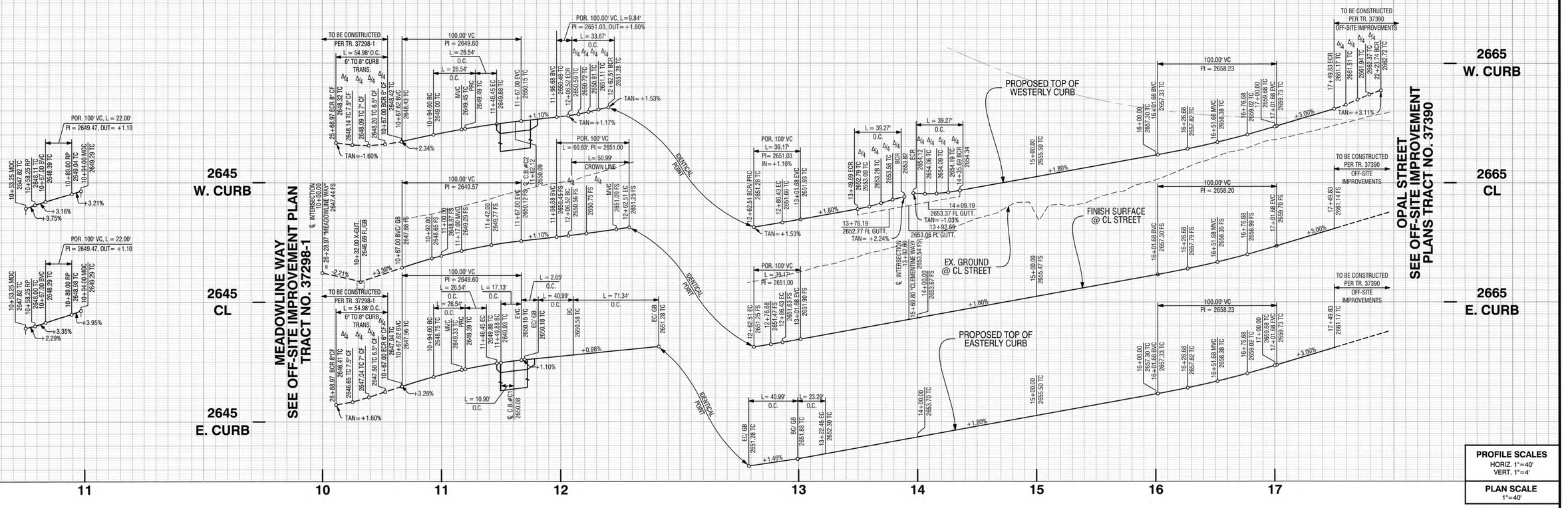

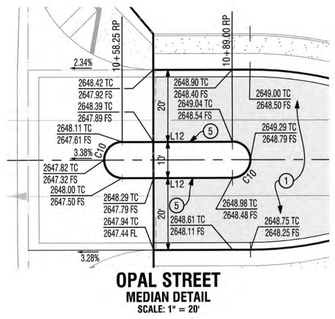

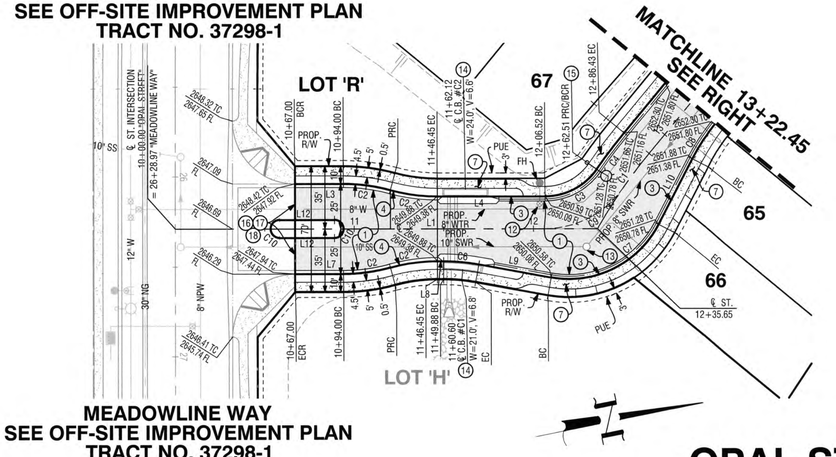

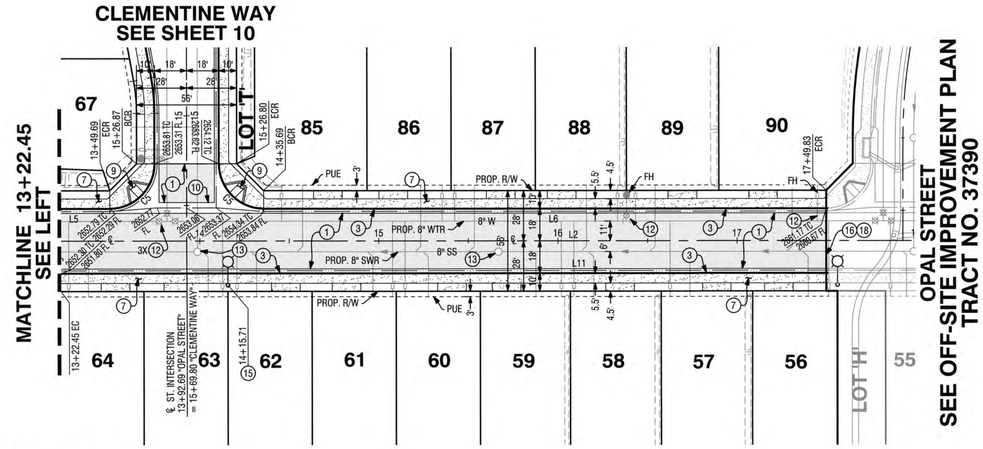

OPAL STREET

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	235.65'
L2	N 39°09'38" W	625.28'
L3	N 11°23'53" E	27.00'
L4	N 11°23'53" E	60.07'
L5	N 39°09'38" W	63.26'
L6	N 39°09'38" W	314.14'

LINE TABLE		
LINE #	BEARING	DISTANCE
L7	N 11°23'53" E	27.00'
L8	N 11°23'53" E	3.43'
L9	N 21°41'42" E	40.99'
L10	N 51°17'27" W	40.99'
L11	N 39°09'38" W	589.26'
L12	N 11°23'53" E	30.75'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	9°41'53"	300.00'	50.78'	25.45'
C2	15°12'13"	100.00'	26.54'	13.35'
C3	55°07'34"	35.00'	33.67'	18.27'
C4	4°34'03"	318.00'	25.35'	12.68'
C5	90°00'00"	25.00'	39.27'	25.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C6	10°17'49"	110.00'	19.77'	9.91'
C7	72°59'09"	56.00'	71.34'	41.43'
C8	12°07'49"	110.00'	23.29'	11.69'
C9	55°07'34"	53.00'	50.99'	27.66'
C10	180°00'00"	5.00'	15.71'	

0 20 40 80 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
5. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (6") PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
9. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
10. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
11. CONSTRUCT MODIFIED LOCAL DEPRESSION #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
12. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
14. CONSTRUCT MODIFIED LOCAL DEPRESSION #2 PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
16. REMOVE 2x4 REDWOOD HEADER.
17. REMOVE BARRICADE.
18. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 3.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

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PLANS PREPARED BY:
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PLANNERS ENGINEERS SURVEYORS

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REGISTERED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
7/14/20
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/17/20
DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
OPAL STREET
STA.10+00.00 TO 17+49.83

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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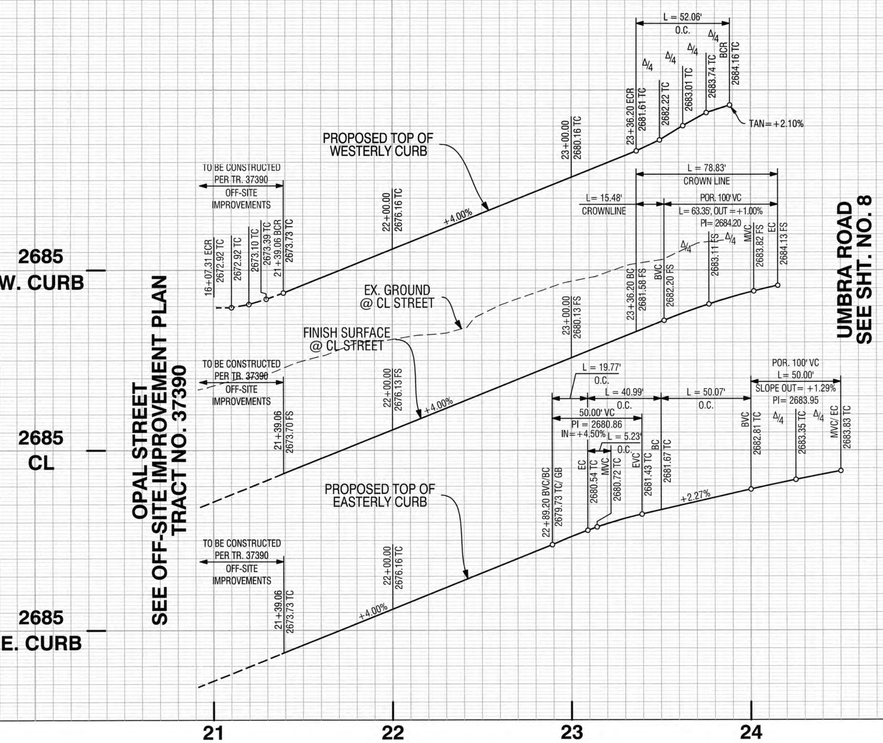
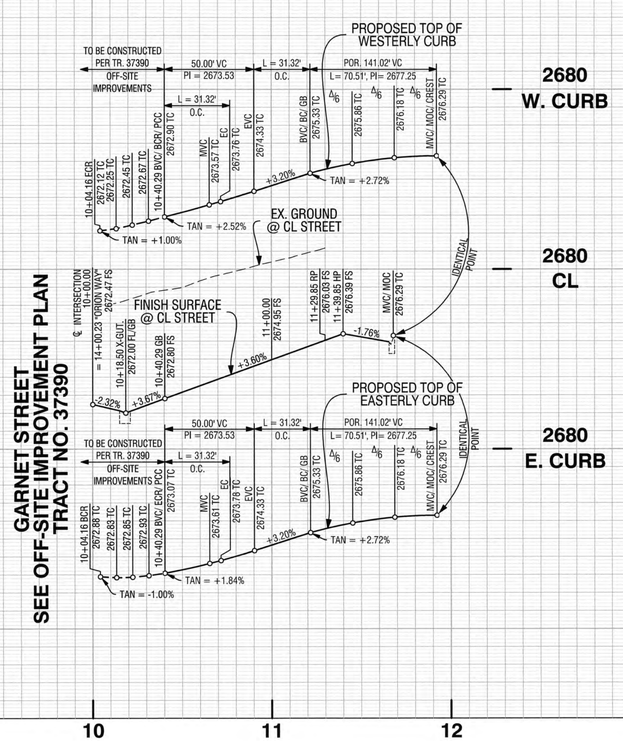
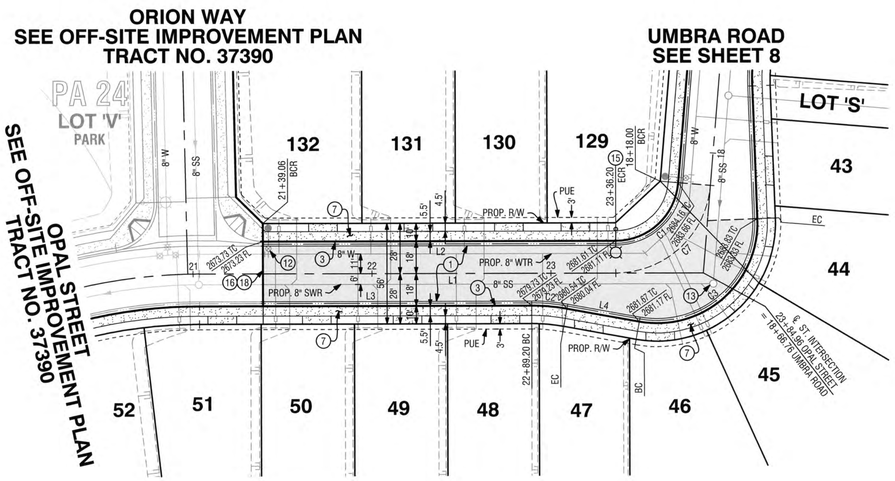
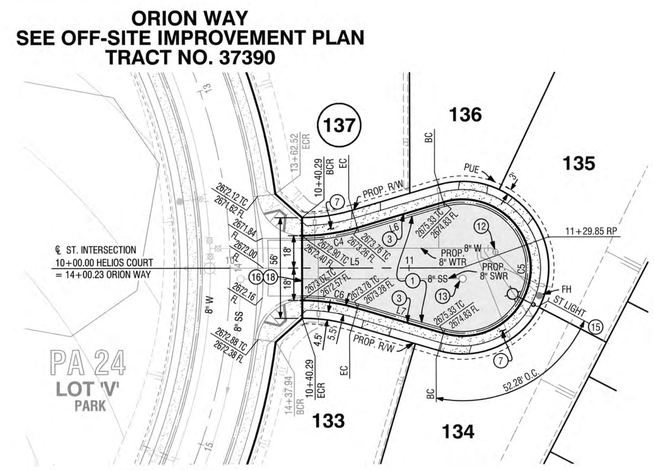




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'





CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
12. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
16. REMOVE 2x4 REDWOOD HEADER.
18. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 3.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 2°31'30" W	281.43'
L2	N 2°31'30" W	197.14'
L3	N 2°31'30" W	185.67'
L4	N 7°46'19" E	40.99'
L5	N 25°12'36" W	129.85'
L6	N 41°31'17" W	50.00'
L7	N 8°53'56" W	50.00'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	85°13'28"	35.00'	52.06'	32.20'
C2	10°17'49"	110.00'	19.77'	9.91'
C3	102°23'17"	56.00'	100.07'	69.64'
C4	16°18'40"	110.00'	31.32'	15.76'
C5	212°37'21"	38.00'	141.02'	129.86'
C6	16°18'40"	110.00'	31.32'	15.76'
C7	85°13'28"	53.00'	78.83'	48.76'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

OPAL STREET

HELIOS COURT

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/12/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
7/12/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
OPAL STREET STA.21+39.06 TO 23+84.96
HELIOS COURT STA.10+00.00 TO 11+29.85

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390 (PA 8)\On-Site
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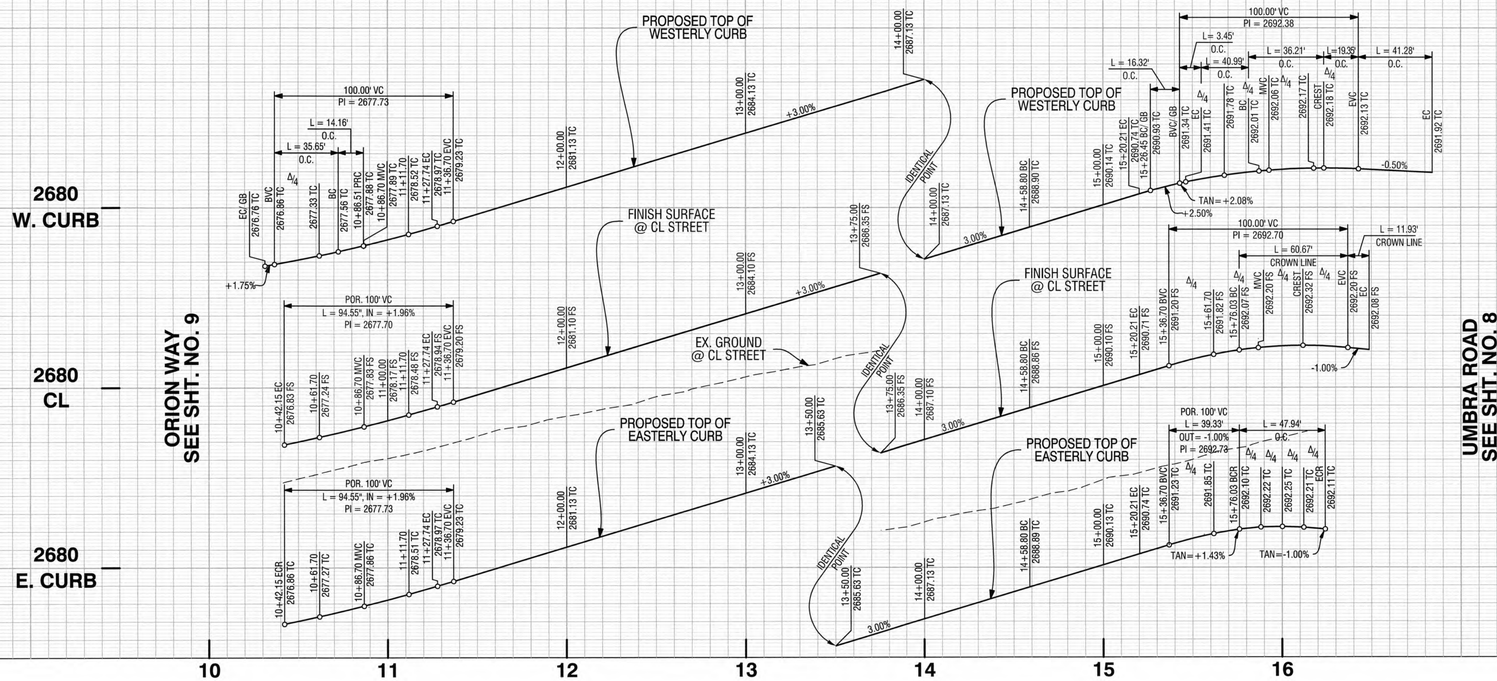

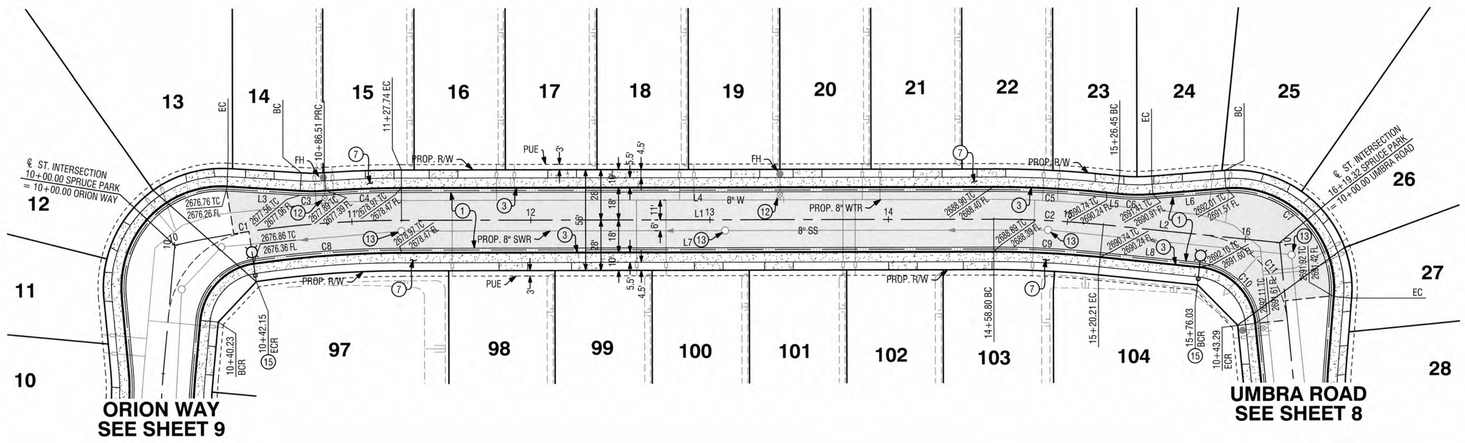

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
12. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°10'12" E	331.06'
L2	N 6°02'02" E	99.11'
L3	N 3°36'30" E	40.99'
L4	N 0°10'12" E	331.06'
L5	N 6°02'02" E	6.24'
L6	N 4°15'46" W	40.99'
L7	N 0°10'12" E	331.06'
L8	N 6°02'02" E	55.82'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	12°11'55"	600.00'	127.74'	64.11'
C2	5°51'50"	600.00'	61.41'	30.73'
C3	7°22'32"	110.00'	14.16'	7.09'
C4	3°56'15"	618.00'	42.47'	21.24'
C5	5°51'50"	618.00'	63.25'	31.65'
C6	10°17'49"	110.00'	19.77'	9.91'
C7	99°04'36"	56.00'	96.84'	65.66'
C8	8°10'26"	582.00'	83.03'	41.59'
C9	5°51'50"	582.00'	59.56'	29.81'
C10	78°28'58"	35.00'	47.94'	28.59'
C11	78°28'58"	53.00'	72.60'	43.29'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

SPRUCE PARK

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/12/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 7/16/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/17/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
SPRUCE PARK
STA.10+00.00 TO 16+19.32

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 12

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390 (PA 8)\On-Site
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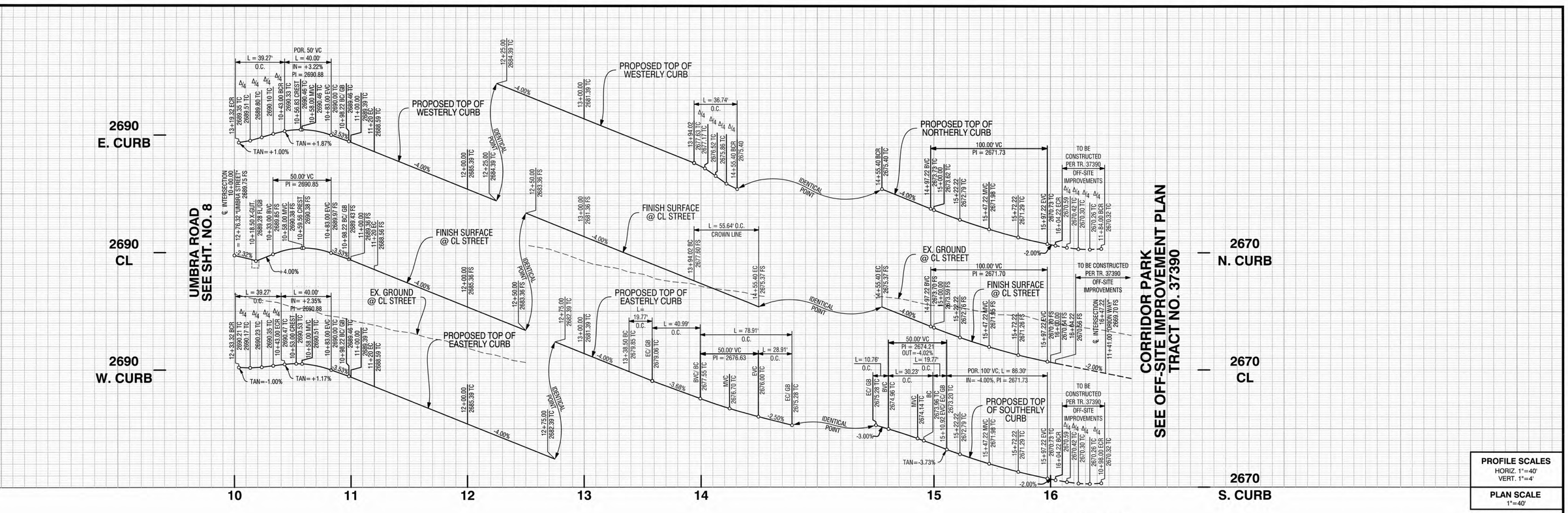
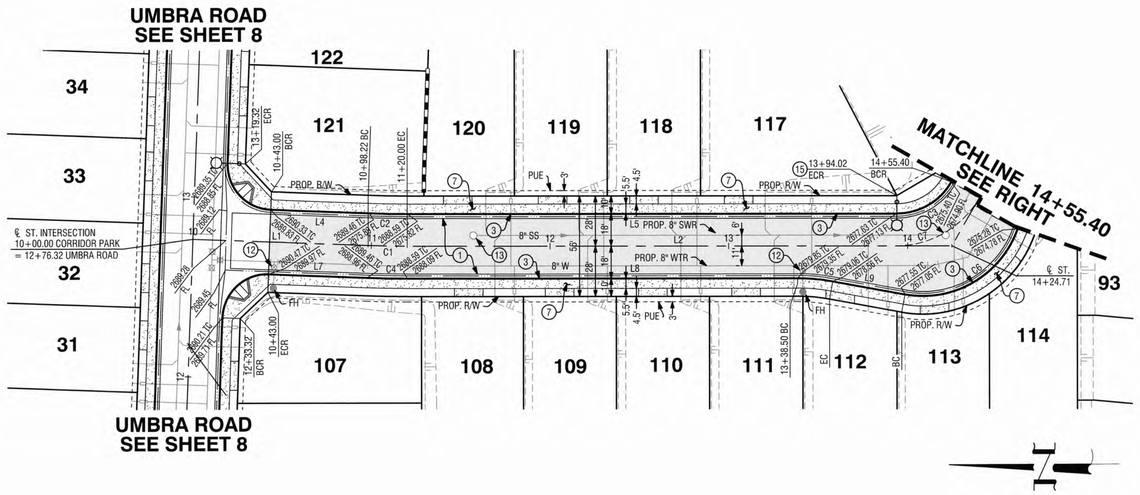
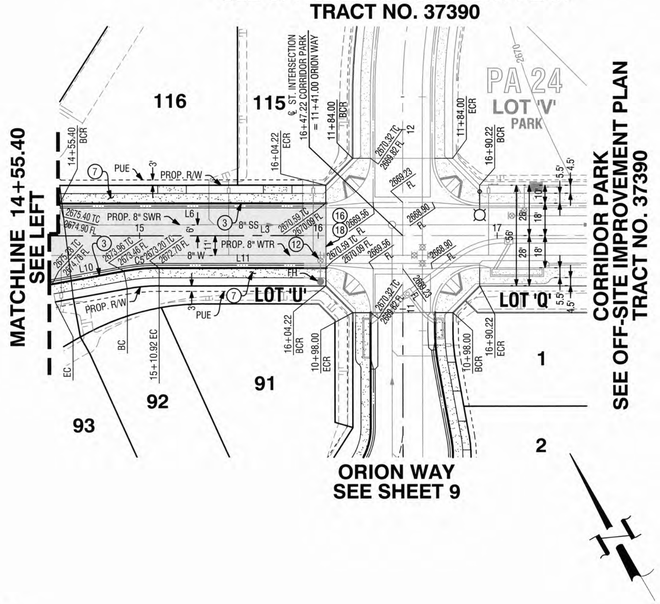
TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN







CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
12. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
16. REMOVE 2x4 REDWOOD HEADER.
18. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 3.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 2°15'03" E	98.22'
L2	N 0°10'12" E	304.70'
L3	N 59°58'29" W	422.51'
L4	N 2°15'03" E	55.22'
L5	N 0°10'12" E	274.02'
L6	N 59°58'29" W	148.82'
L7	N 2°15'03" E	55.22'
L8	N 0°10'12" E	218.49'
L9	N 10°28'01" E	40.99'
L10	N 70°16'18" W	40.99'
L11	N 59°58'29" W	93.30'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	2°04'50"	600.00'	21.79'	10.90'
C2	2°04'50"	582.00'	21.14'	10.57'
C3	60°08'41"	35.00'	36.74'	20.27'
C4	2°04'50"	618.00'	22.44'	11.22'
C5	10°17'49"	110.00'	19.77'	9.91'
C6	80°44'19"	56.00'	78.91'	47.61'
C7	60°08'41"	53.00'	55.64'	30.69'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

CORRIDOR PARK

Call before you Dig
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/12/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
7/16/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
CORRIDOR PARK
STA.10+00.00 TO 16+04.22

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390 (PA 8)\On-Site
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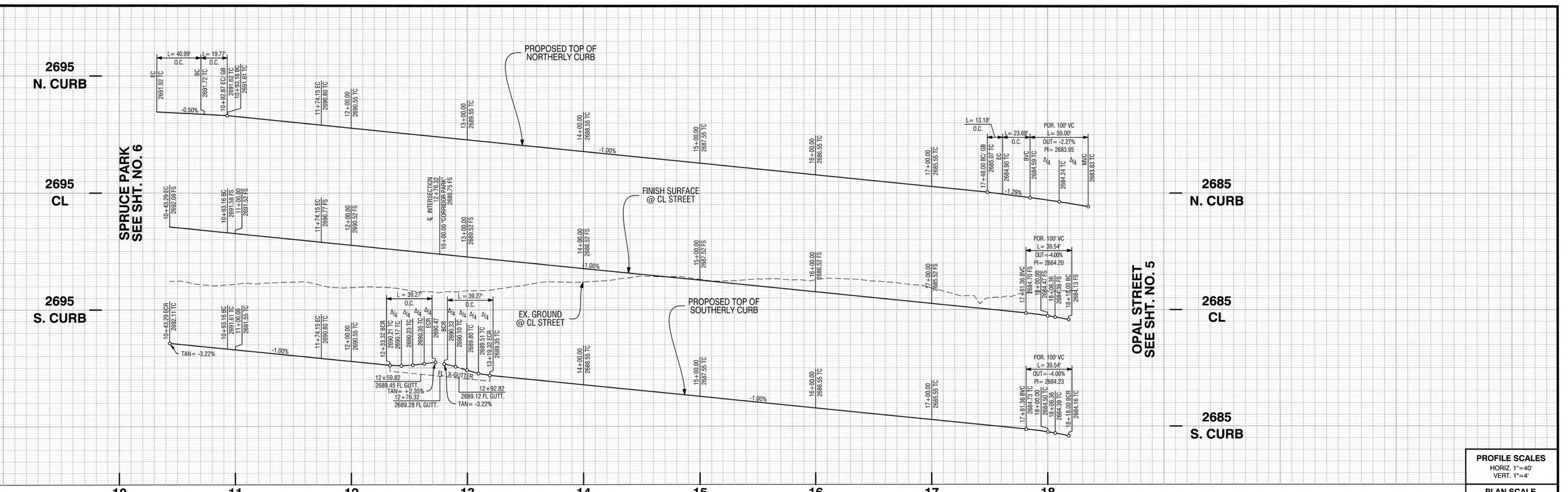

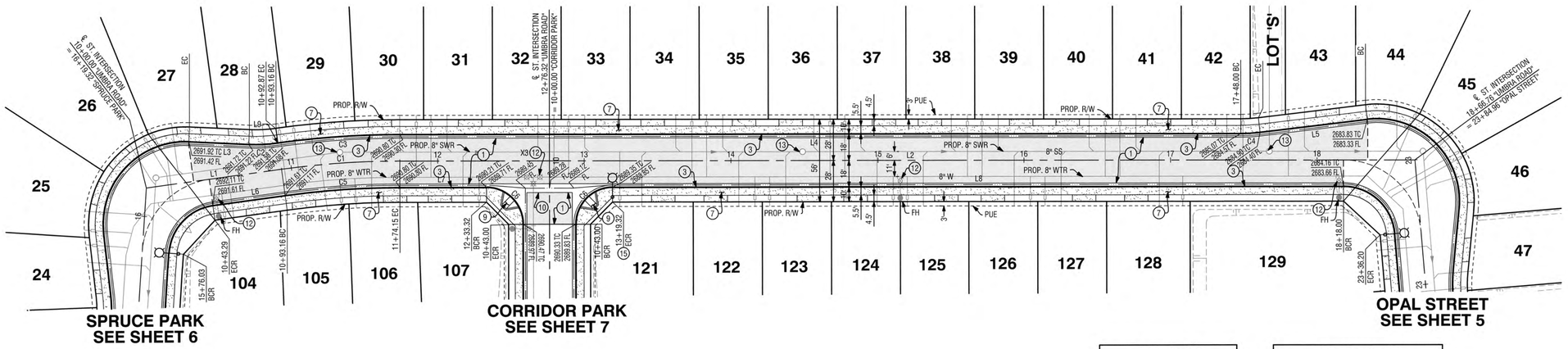

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 84°31'00" E	93.16'
L2	N 87°44'57" W	692.61'
L3	N 85°11'11" W	40.99'
L4	N 87°44'57" W	573.85'
L5	N 85°23'02" E	73.68'
L6	N 84°31'00" E	49.87'
L7	N 87°44'57" W	59.17'
L8	N 87°44'57" W	498.68'
L9	N 84°31'00" E	0.29'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°44'03"	600.00'	80.99'	40.56'
C2	10°17'49"	110.00'	19.77'	9.91'
C3	8°01'45"	595.33'	83.43'	41.78'
C4	6°52'00"	110.00'	13.18'	6.60'
C5	7°44'03"	582.00'	78.56'	39.34'
C6	90°00'00"	25.00'	39.27'	25.00'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
9. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
10. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
12. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

0 20 40 80 160
1" =40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE 6/12/2020

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21 DATE 7/2/20
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022 DATE 7/9/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
UMBRA ROAD
STA.10+00.00 TO 18+66.76

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390 (PA B)\On-Site Created: 05.12.2020 02:20:10 PM Author:---- Last Edit: 06.09.2020 05:03:07 PM By: Station178
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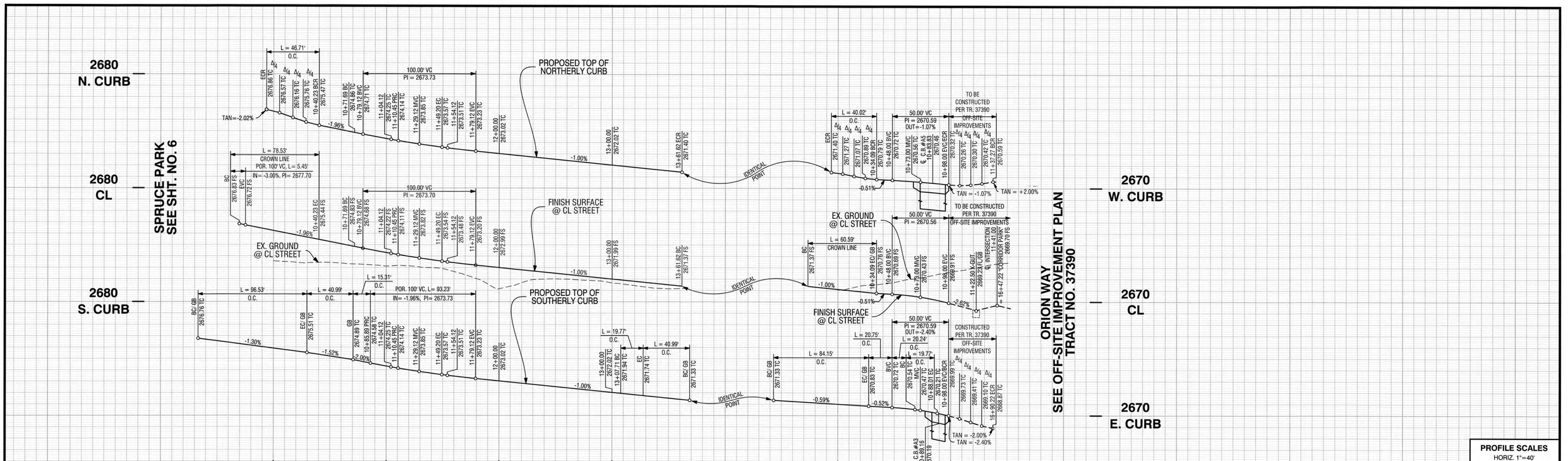
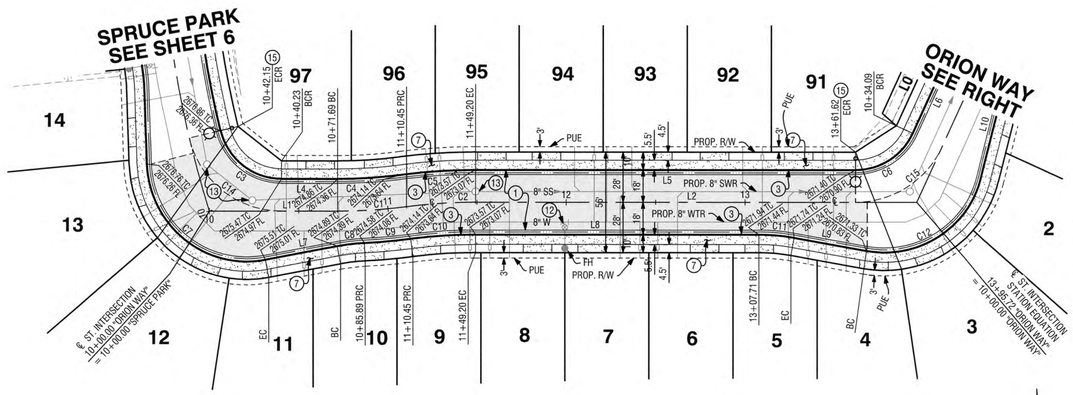
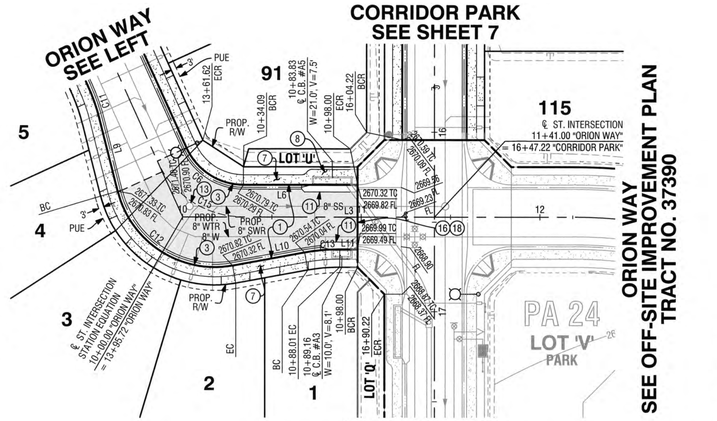


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'





CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
8. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
11. CONSTRUCT MODIFIED LOCAL DEPRESSION #1 PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
12. ADJUST. WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
16. REMOVE 2x4 REDWOOD HEADER.
18. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 3.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 84°28'09" W	71.69'
L2	N 84°28'09" W	246.52'
L3	N 30°01'31" E	218.20'
L4	N 84°28'09" W	31.46'
L5	N 84°28'09" W	212.42'
L6	N 30°01'31" E	63.91'
L7	N 84°50'38" E	40.99'
L8	N 84°28'09" W	158.50'
L9	N 74°10'20" W	40.99'
L10	N 19°43'42" E	40.99'
L11	N 30°01'31" E	9.99'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°24'07"	300.00'	38.76'	19.41'
C2	7°24'07"	300.00'	38.76'	19.41'
C3	76°27'55"	35.00'	46.71'	27.57'
C4	7°24'07"	282.00'	36.43'	18.24'
C5	7°24'07"	318.00'	41.08'	20.57'
C6	65°30'20"	35.00'	40.02'	22.52'
C7	98°45'52"	56.00'	96.53'	65.30'
C8	7°58'27"	110.00'	15.31'	7.67'
C9	4°41'21"	318.00'	26.03'	13.02'
C10	7°24'07"	282.00'	36.43'	18.24'
C11	10°17'49"	110.00'	19.77'	9.91'
C12	86°05'57"	56.00'	84.15'	52.31'
C13	10°17'49"	110.00'	19.77'	9.91'
C14	76°27'55"	53.00'	70.73'	41.76'
C15	65°30'20"	53.00'	60.59'	34.09'

0 20 40 80 160
1" =40' GRAPHIC SCALE

ORION WAY

ORION WAY

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Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 11/12/2020

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 7/2/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/19/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL

ORION WAY STA.10+00.00 TO 13+95.72
ORION WAY STA.10+00.00 TO 10+98.00

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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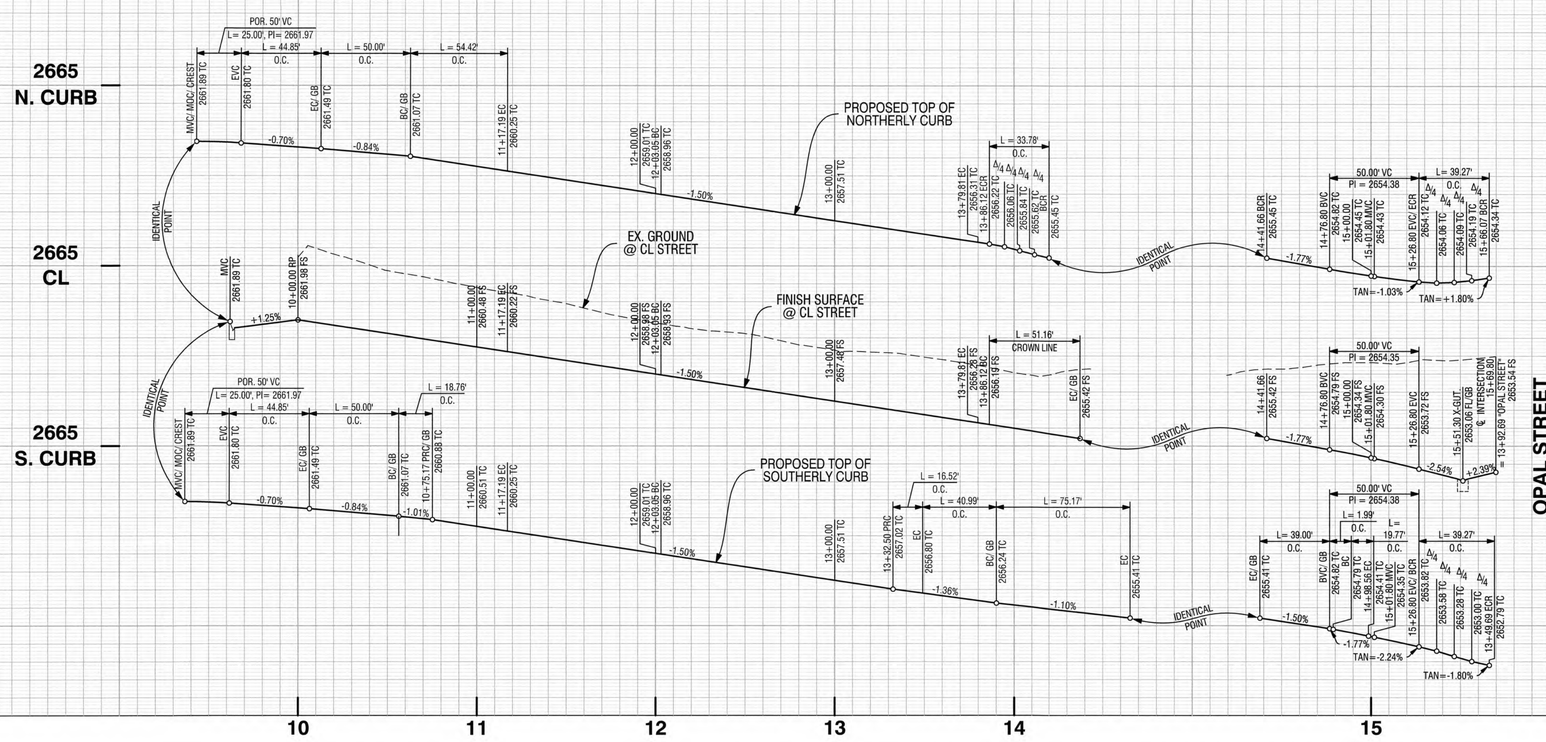
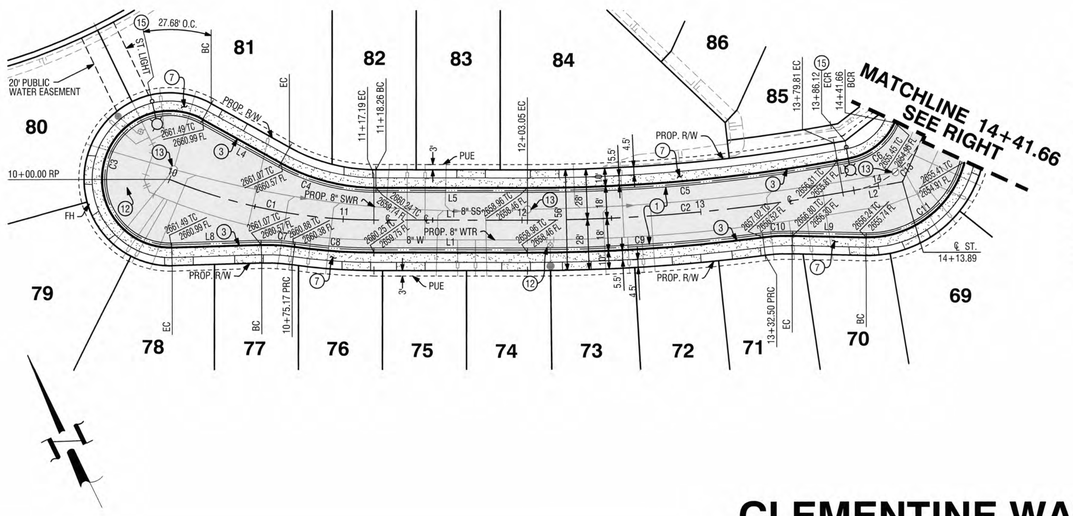


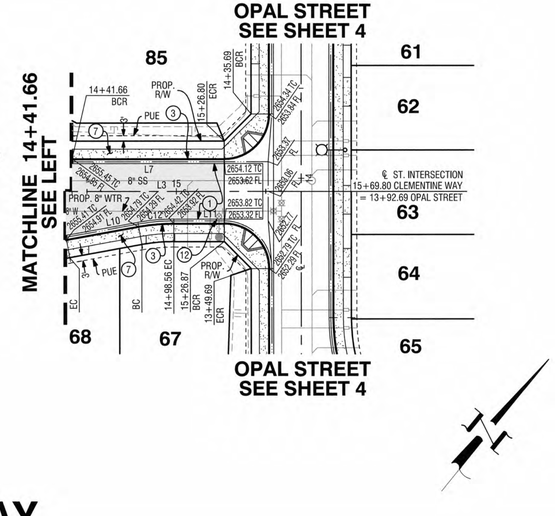
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
3. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
7. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
12. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
13. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
15. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.





LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 63°43'40" W	85.86'
L2	N 73°51'19" W	34.08'
L3	N 50°50'22" E	155.91'
L4	N 34°49'30" W	50.00'
L5	N 63°43'40" W	84.79'
L6	N 73°51'19" W	6.31'
L7	N 50°50'22" E	85.14'
L8	N 65°28'22" W	50.00'
L9	N 62°32'44" W	40.99'
L10	N 40°32'33" E	40.99'
L11	N 50°50'21" E	28.24'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°22'53"	300.00'	117.19'	59.35'
C2	10°07'39"	1000.00'	176.76'	88.61'
C3	210°38'52"	38.00'	139.71'	138.68'
C4	28°54'10"	110.00'	55.49'	28.35'
C5	10°07'39"	982.00'	173.58'	87.02'
C6	55°18'19"	35.00'	33.78'	18.34'
C7	9°46'10"	110.00'	18.76'	9.40'
C8	8°01'27"	318.00'	44.54'	22.30'
C9	7°25'00"	1018.00'	131.78'	65.98'
C10	8°35'38"	110.13'	16.52'	8.27'
C11	76°54'43"	56.00'	75.17'	44.47'
C12	10°17'49"	110.00'	19.77'	9.91'
C13	55°18'19"	53.00'	51.16'	27.77'

CLEMENTINE WAY

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 7/14/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/19/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
CLEMENTINE WAY
STA.10+00.00 TO 15+69.80

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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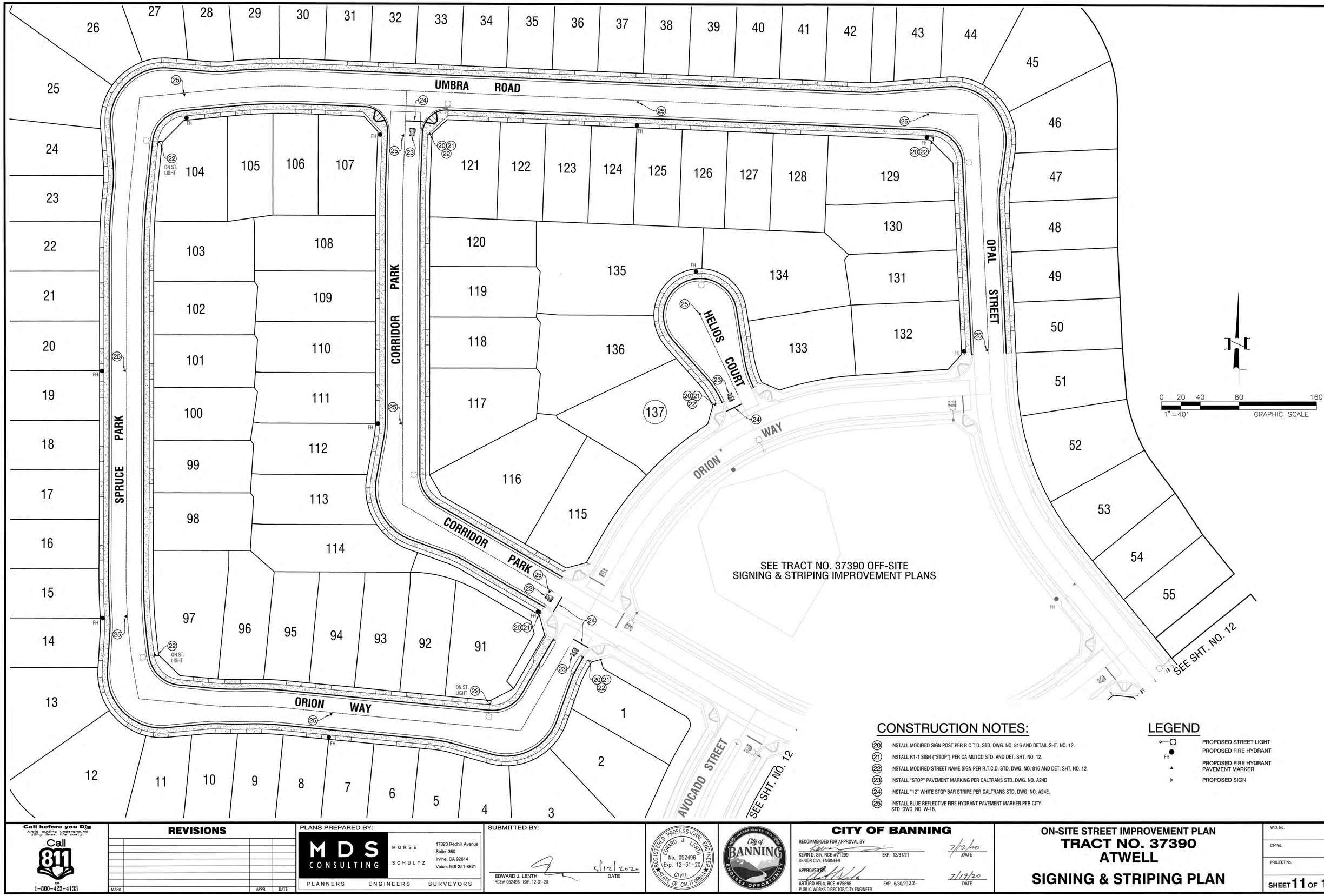

CONSTRUCTION NOTES:

(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 12.
(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. SHT. NO. 12.
(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. SHT. NO. 12.
(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.
(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND

PROPOSED STREET LIGHT
PROPOSED FIRE HYDRANT
PROPOSED FIRE HYDRANT PAVEMENT MARKER
PROPOSED SIGN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/12/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
7/2/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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Last Edit: 02.12.2019 12:11:15 PM By: Station125
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Plot Scale: 1" = 1' Dwg Scale: —
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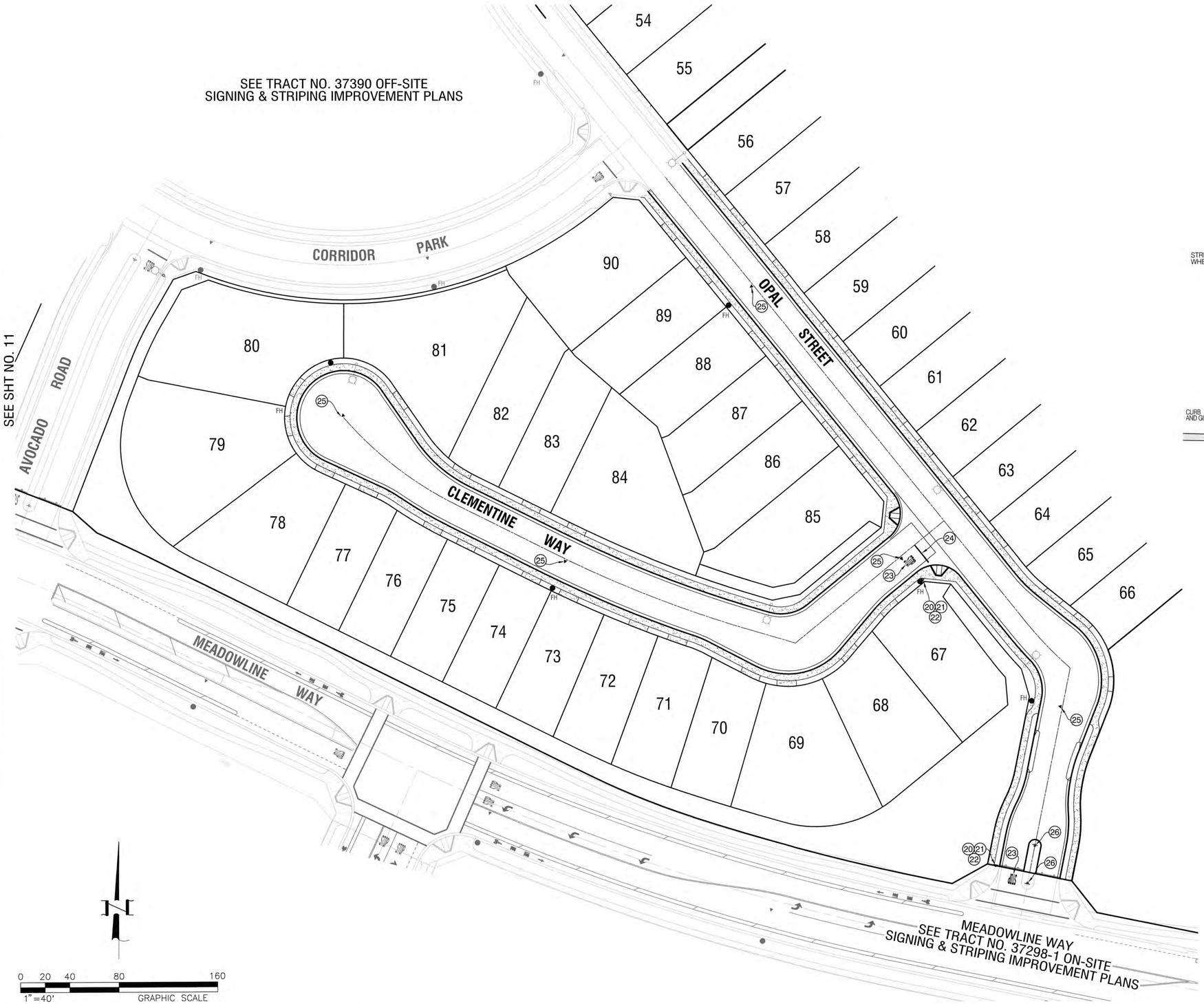
SEE TRACT NO. 37390 OFF-SITE
SIGNING & STRIPING IMPROVEMENT PLANS

SEE SHT NO. 11

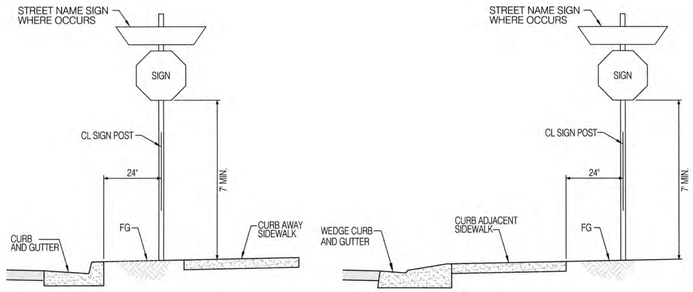


MEADOWLINE WAY
SEE TRACT NO. 37298-1 ON-SITE
SIGNING & STRIPING IMPROVEMENT PLANS

0 20 40 80 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL HEREON.
(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. HEREON.
(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. HERON.
(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.
(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.
(26) INSTALL TYPE K-1 (CA) MARKER AND POST PER CALTRANS STD. DWG. NO. A73A.



(20)(22) SIGN AND POST
R.C.T.D. STD. DWG. NO. 816



(21) R1-1
30" X 30"

LEGEND

PROPOSED STREET LIGHT
FH PROPOSED FIRE HYDRANT
PROPOSED FIRE HYDRANT PAVEMENT MARKER
PROPOSED SIGN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/12/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
7/12/20 DATE

APPROVED BY:
ARTORO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 12

TRACT NO. 37390 ON-SITE STREET IMPROVEMENT PLAN

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Last Edit: 02.12.2019 12:11:15 PM By: Station125
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Plot Date: 06.21.2017 7:32:43 AM By: Station125

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390
ON-SITE WATER IMPROVEMENT PLAN

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND OWNED AND OPERATED BY THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE DUCTILE IRON, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHERE REQUIRED.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRINGS AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(866) 417-1039
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 748- 6649
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7926

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

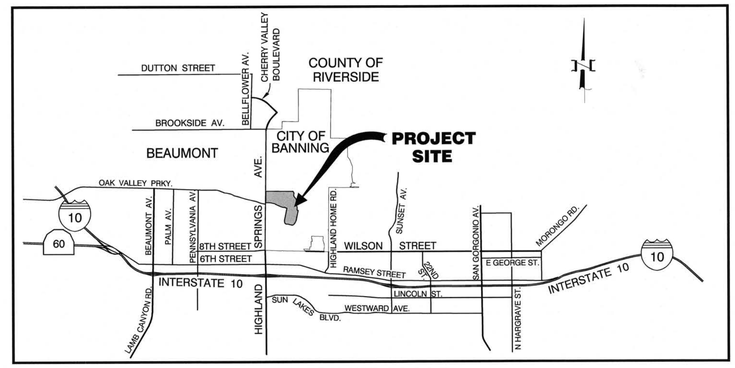
THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP
SCALE: 1"=250'



VICINITY MAP
NOT TO SCALE

WATER LEGEND

- EX. 8" DW — EXISTING WATERLINE OR PROPOSED BY OTHERS
- WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-7	WATER PLAN AND PROFILE

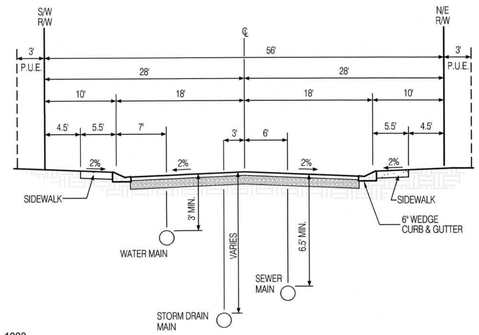
CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	4,254
2	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	6
3	INSTALL 8" D.I.P. TEE	EA	2
5	INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	2
6	INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	130
7	INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")	EA	14
8	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	20
9	REMOVE 8" BLIND FLANGE AND JOIN WATERLINE	EA	6
11	INSTALL 8" - 11.25° D.I.P. ELBOW	EA	6
12	INSTALL 8" - 45° D.I.P. ELBOW	EA	10
15	INSTALL 8" - 22.50° D.I.P. ELBOW	EA	6
16	INSTALL 8" x 6" D.I.P. REDUCER	EA	1

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
7/2/2020

RECOMMENDED FOR ACCEPTANCE BY:
RIVERSIDE COUNTY FIRE DEPARTMENT - OFFICE OF THE FIRE MARSHALL

250 0 125 250 500 1000
(1"=250')



TYPICAL STREET SECTION (PUBLIC)
SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/24/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING — ENDLESS OPPORTUNITY

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/9/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 7

TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN

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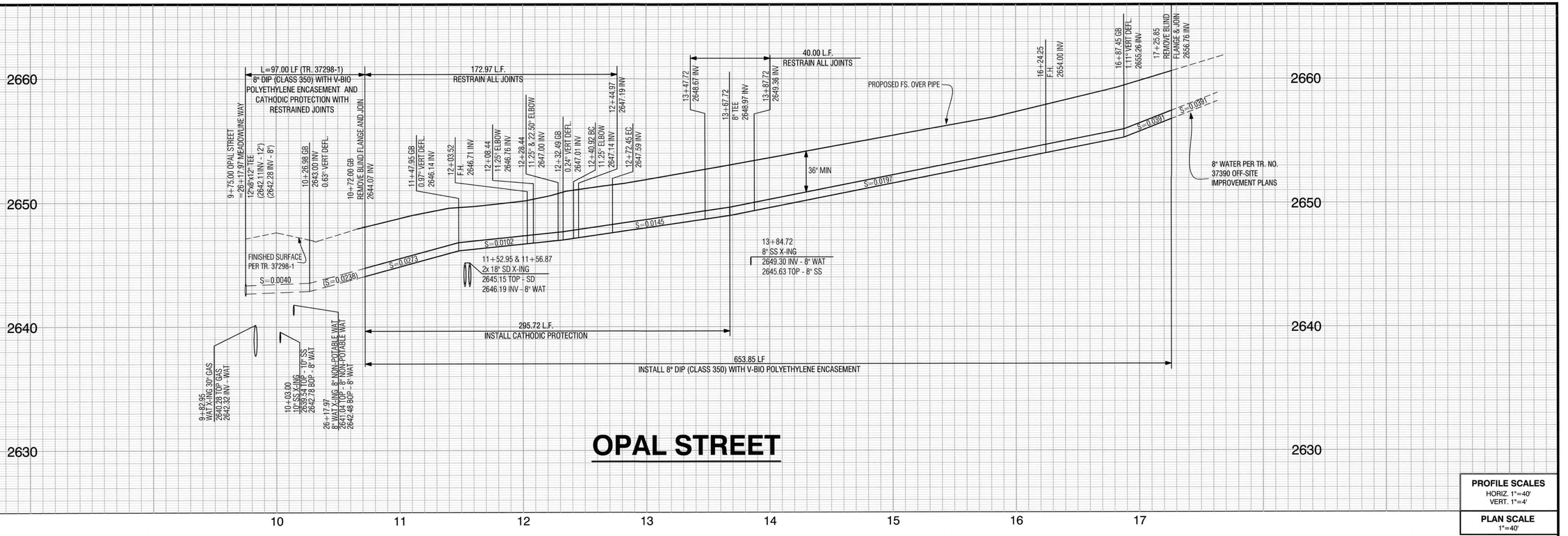

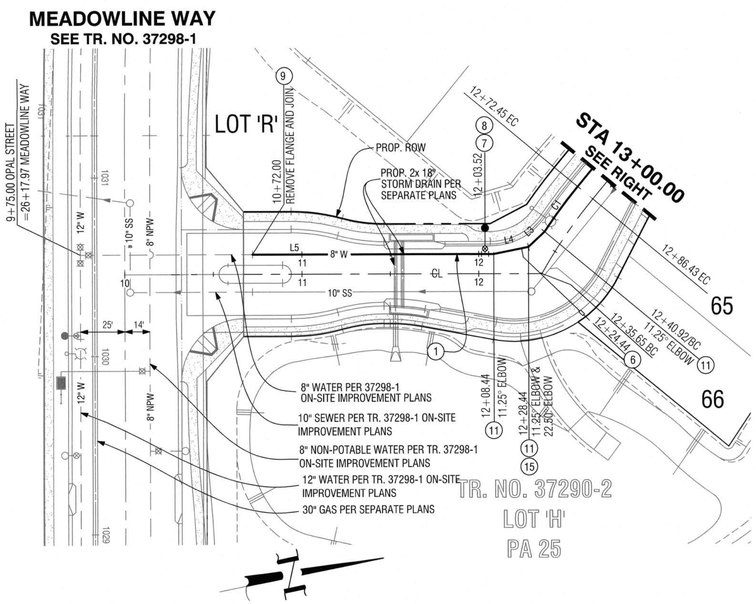

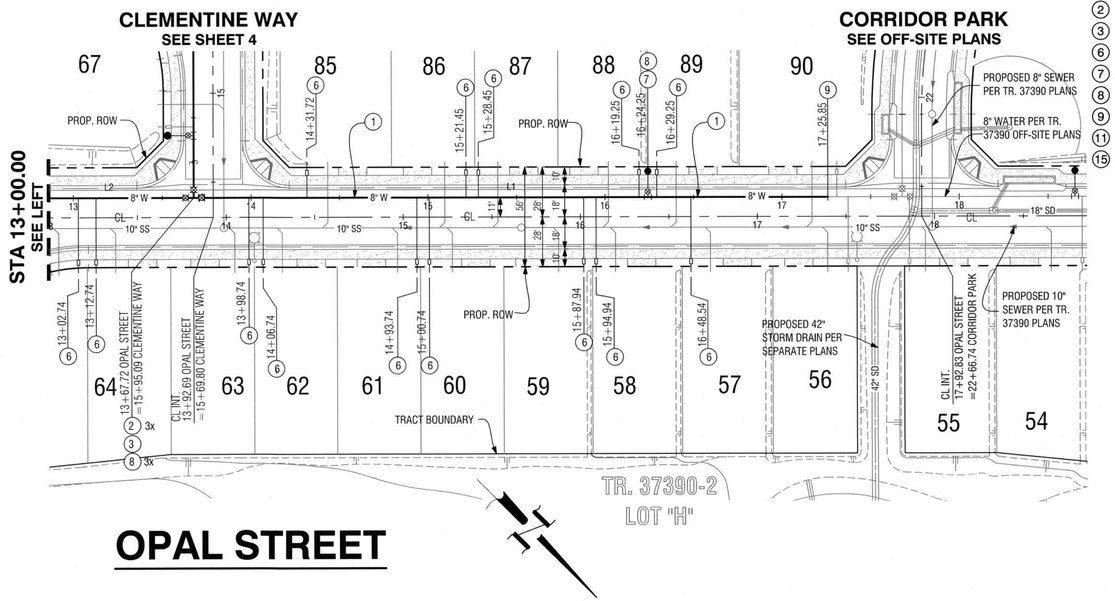

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
2. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
11. INSTALL 8" - 11.25° D.I.P. ELBOW
15. INSTALL 8" - 22.50° D.I.P. ELBOW

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 39°09'38" W	358.14'
L2	N 39°09'38" W	95.26'
L3	N 31°36'07" W	12.48'
L4	N 0°08'53" E	20.00'
L5	N 11°23'53" E	136.44'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	5°48'34"	311.00'	31.53'	15.78'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 12/8/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 7/14/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/9/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
OPAL STREET
10+72.00 TO 17+25.85

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 7

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Water\37390-Fon-site
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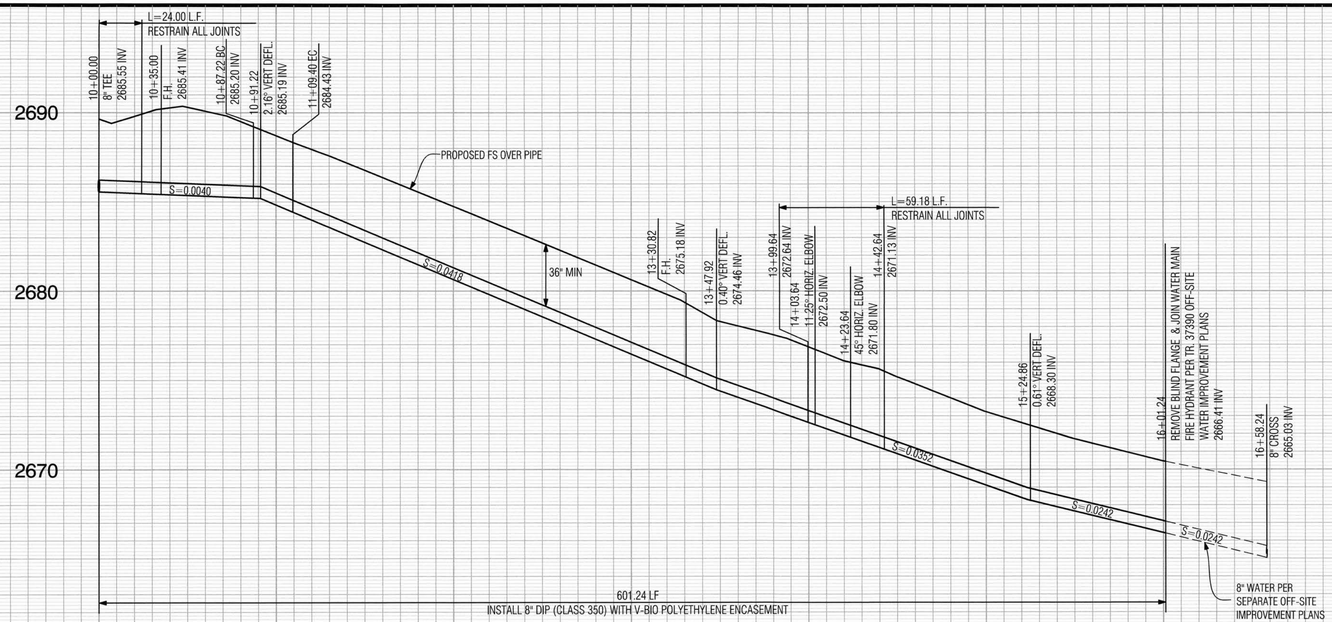
TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN



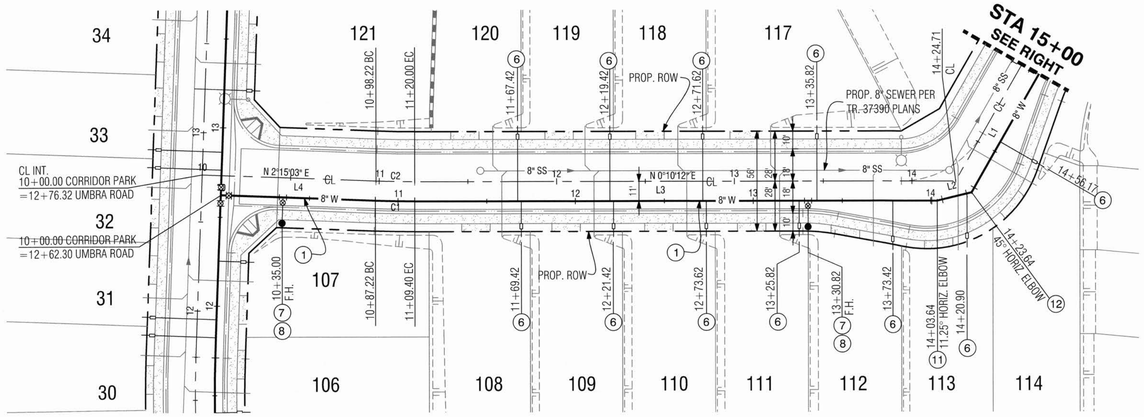
CORRIDOR PARK

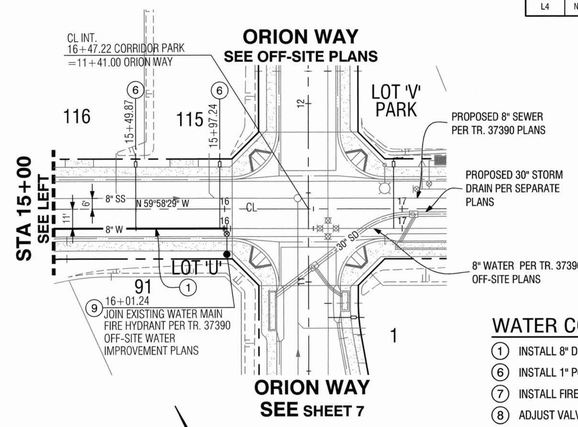
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 59°58'29" W	163.43'
L2	N 13°04'48" W	20.00'
L3	N 0°10'12" E	294.24'
L4	N 2°15'03" E	87.22'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	2°04'50"	611.00'	22.19'	11.10'
C2	2°04'50"	600.00'	21.79'	10.90'





CORRIDOR PARK

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
11. INSTALL 8" - 11.25° D.I.P. ELBOW
12. INSTALL 8" - 45° D.I.P. ELBOW

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/26/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
CORRIDOR PARK
10+00.00 TO 16+01.24

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 7

TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN

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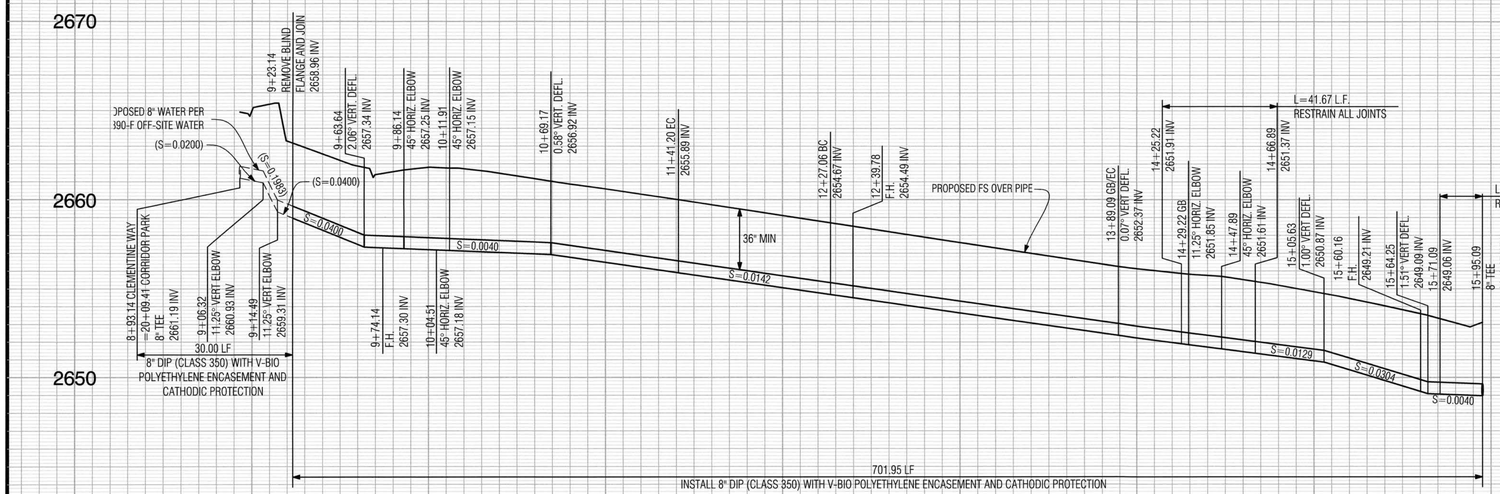
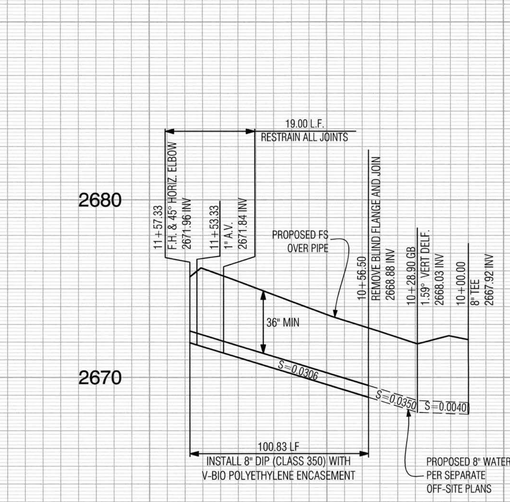


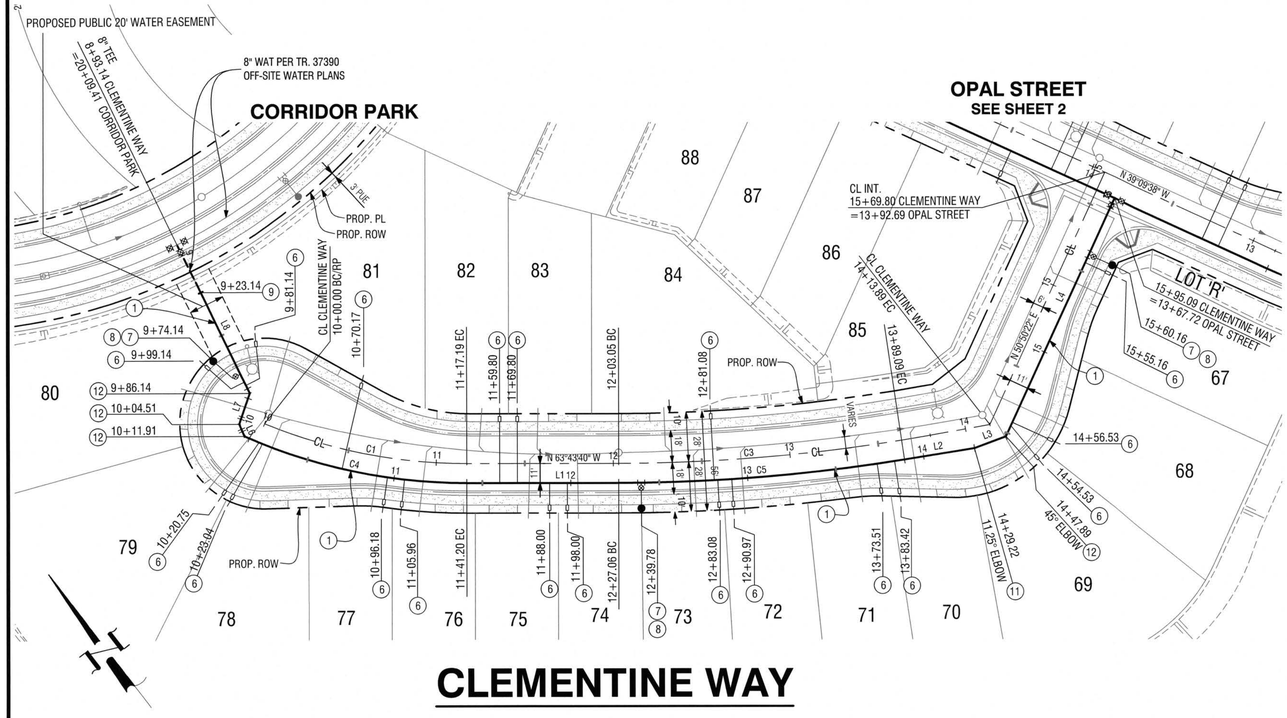
CLEMENTINE WAY



HELIOS COURT

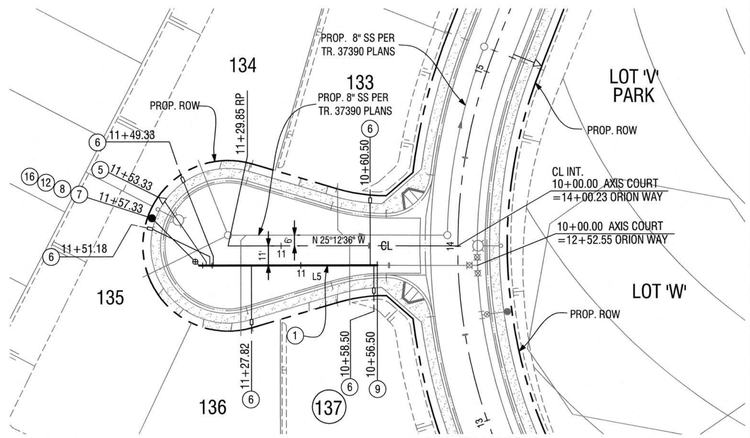
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CLEMENTINE WAY

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°22'53"	300.00'	117.19'	59.35'
C3	10°07'39"	1000.00'	176.76'	88.61'
C4	23°49'10"	311.00'	129.29'	65.59'
C5	9°10'58"	1011.00'	162.03'	81.19'



HELIOS COURT

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
11. INSTALL 8" - 11.25° D.I.P. ELBOW
12. INSTALL 8" - 45° D.I.P. ELBOW
16. INSTALL 8" x 6" D.I.P. REDUCER

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 7/14/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/19/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
CLEMENTINE WAY 10+00.00 TO 15+95.09
HELIOS COURT 10+00.00 TO 11+56.50

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 7

TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN

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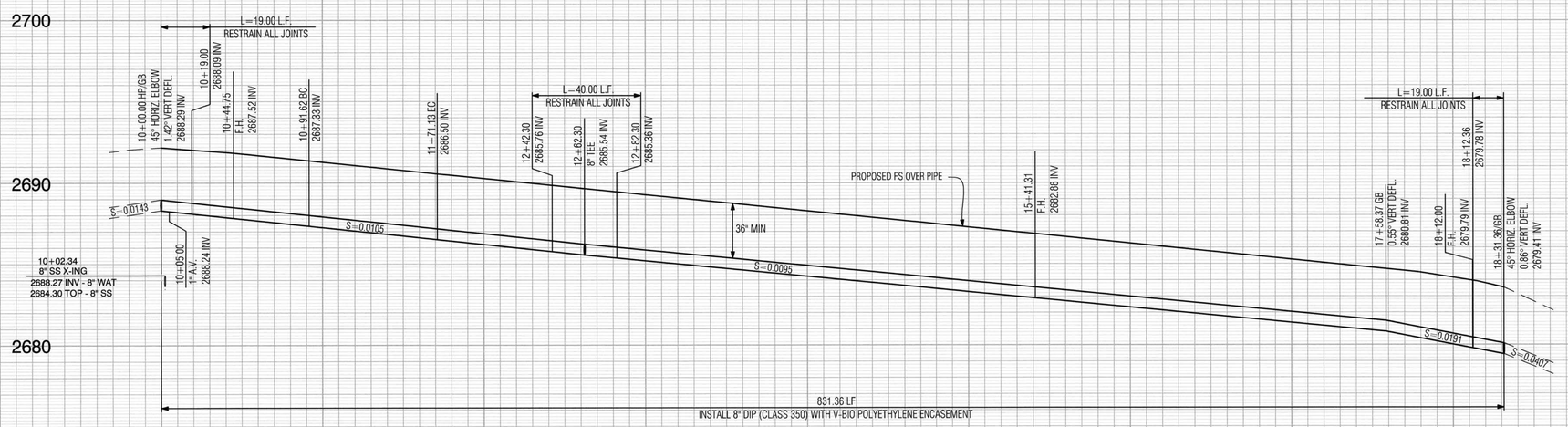


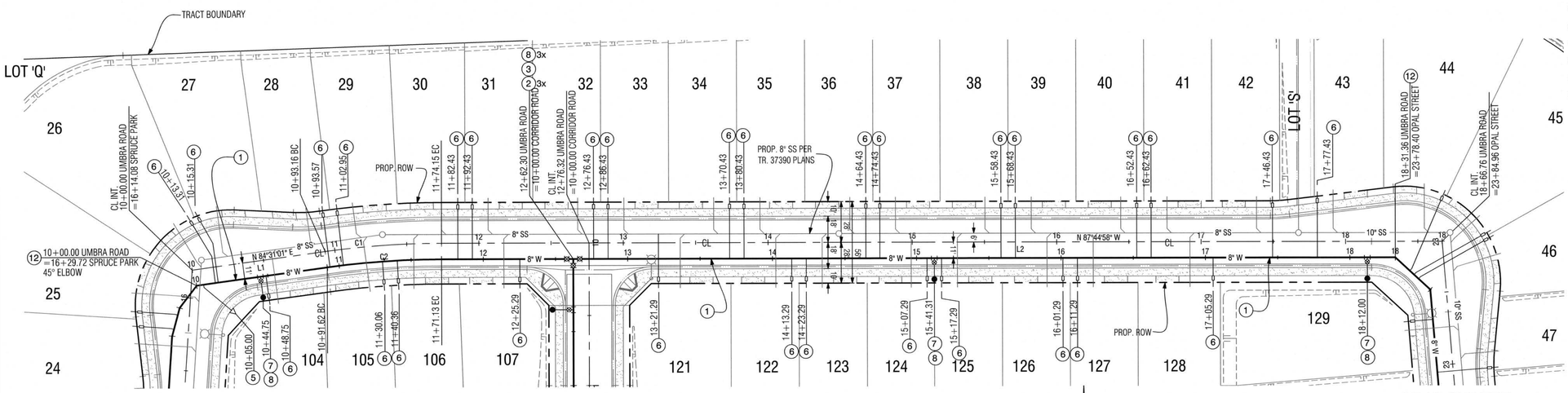
UMBRA ROAD

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
2. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
3. INSTALL 8" D.I.P. TEE
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
12. INSTALL 8" - 45° D.I.P. ELBOW



UMBRA ROAD

0 20 40 80 160
1"=40'
GRAPHIC SCALE

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°44'03"	600.00'	80.99'	40.56'
C2	7°44'03"	589.00'	79.51'	39.81'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 84°31'00" E	91.62'
L2	N 87°44'57" W	660.23'

Call before you Dig
Avoid cutting underground utility lines! It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 7/14/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 ??
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/17/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
UMBRA ROAD
10+00.00 TO 18+31.36

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 7

TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN

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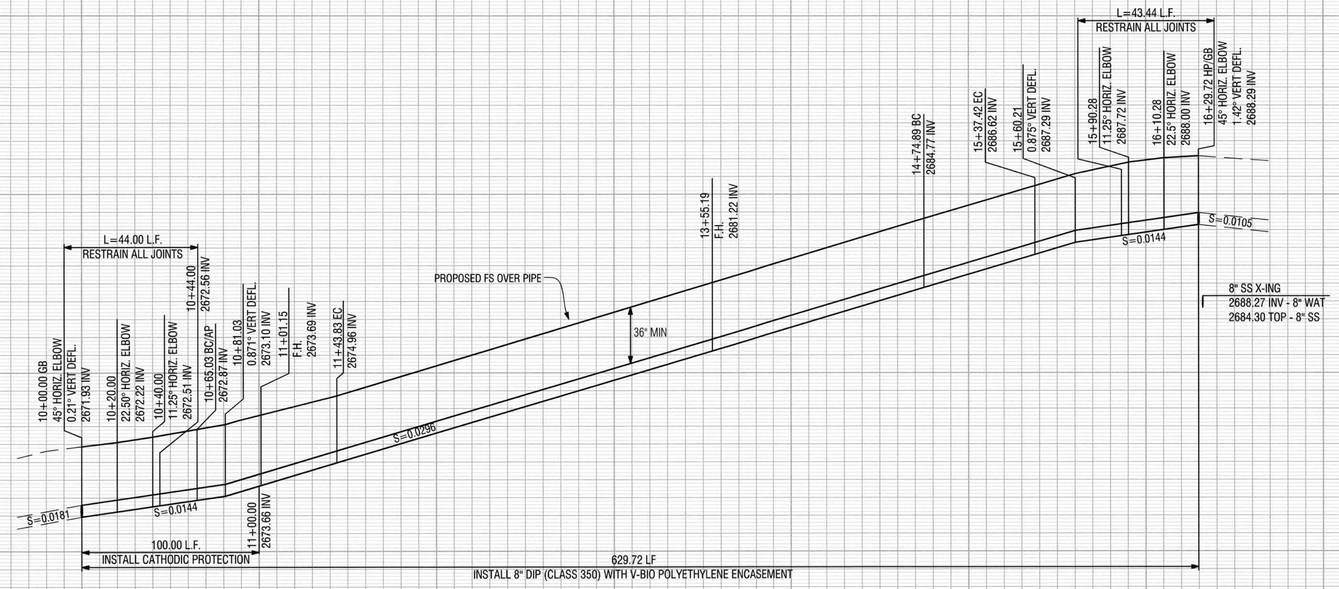
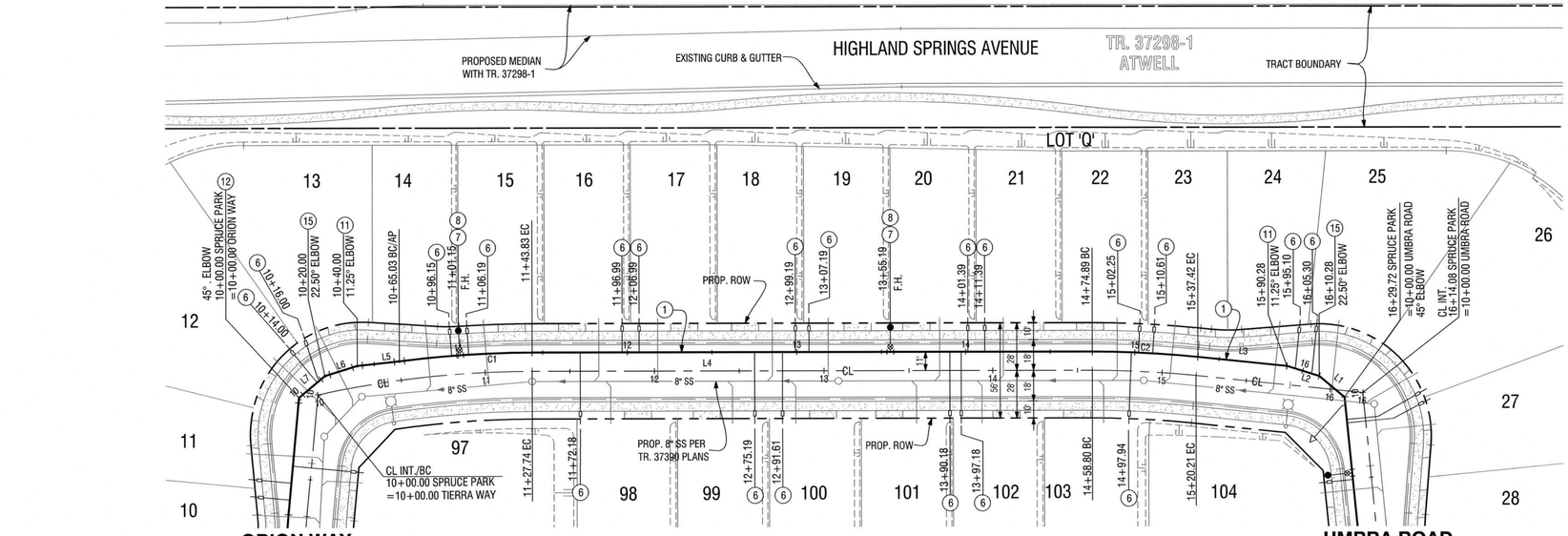


SPRUCE PARK

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



SPRUCE PARK

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
11. INSTALL 8" - 11.25° D.I.P. ELBOW
12. INSTALL 8" - 45° D.I.P. ELBOW
15. INSTALL 8" - 22.50° D.I.P. ELBOW

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 39°47'02" E	19.44'
L2	N 17°17'02" E	20.00'
L3	N 6°02'02" E	52.86'
L4	N 0°10'12" E	331.06'
L5	N 5°43'09" W	25.03'
L6	N 16°58'09" W	20.00'
L7	N 39°28'09" W	20.00'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°23'21"	611.00'	78.80'	39.45'
C2	5°51'50"	611.00'	62.53'	31.29'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
or
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/24/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 7/14/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/14/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
SPRUCE PARK
10+00.00 TO 16+29.72

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 7

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Water\37390-Pwn-site
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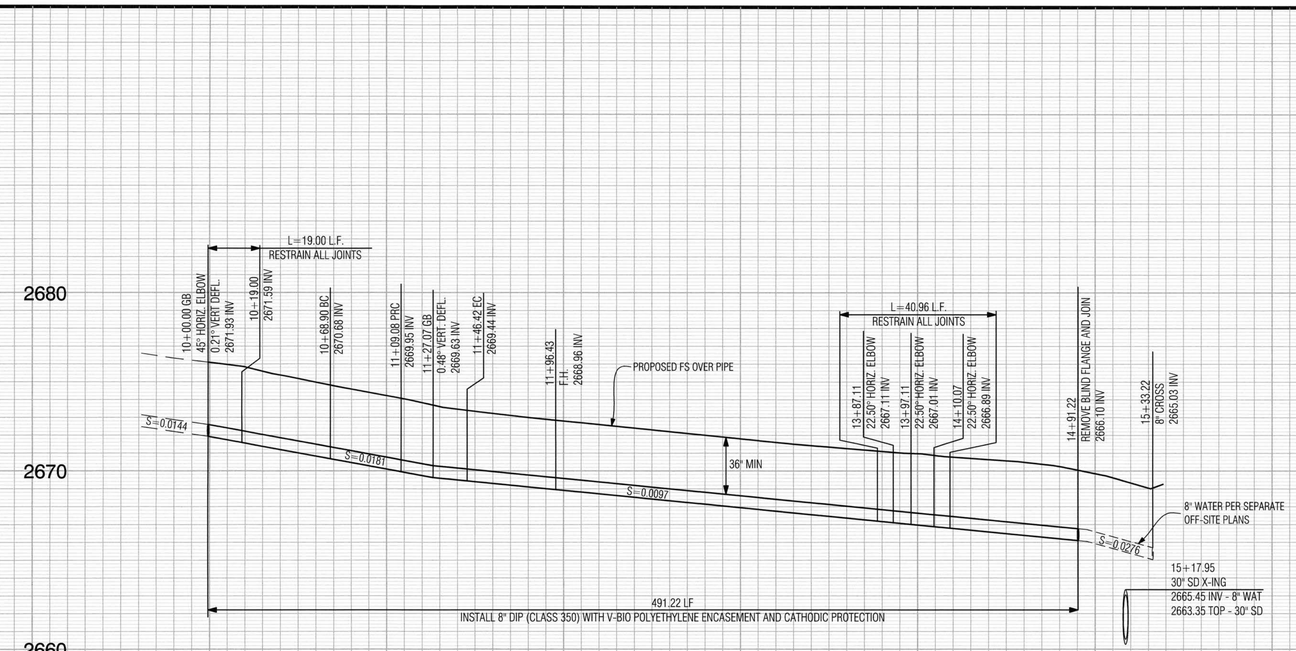
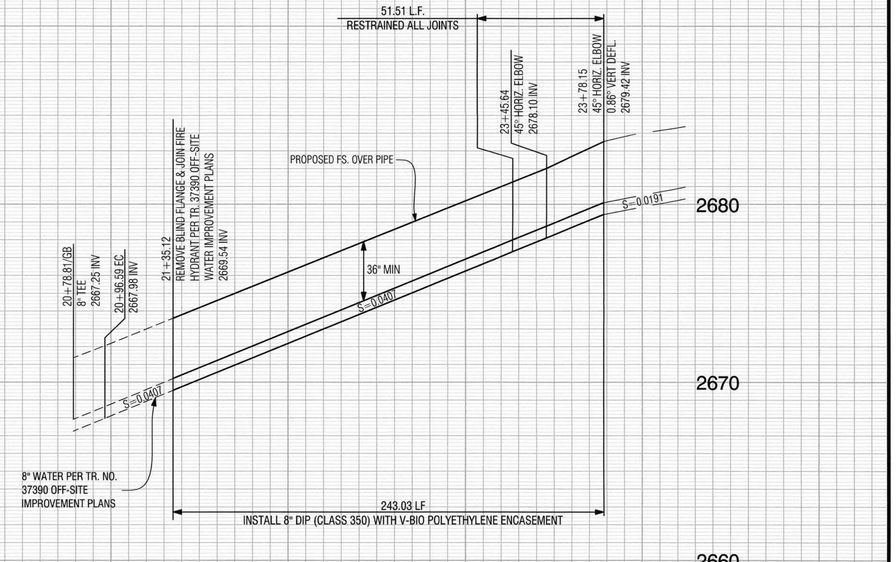
TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN



ORION WAY



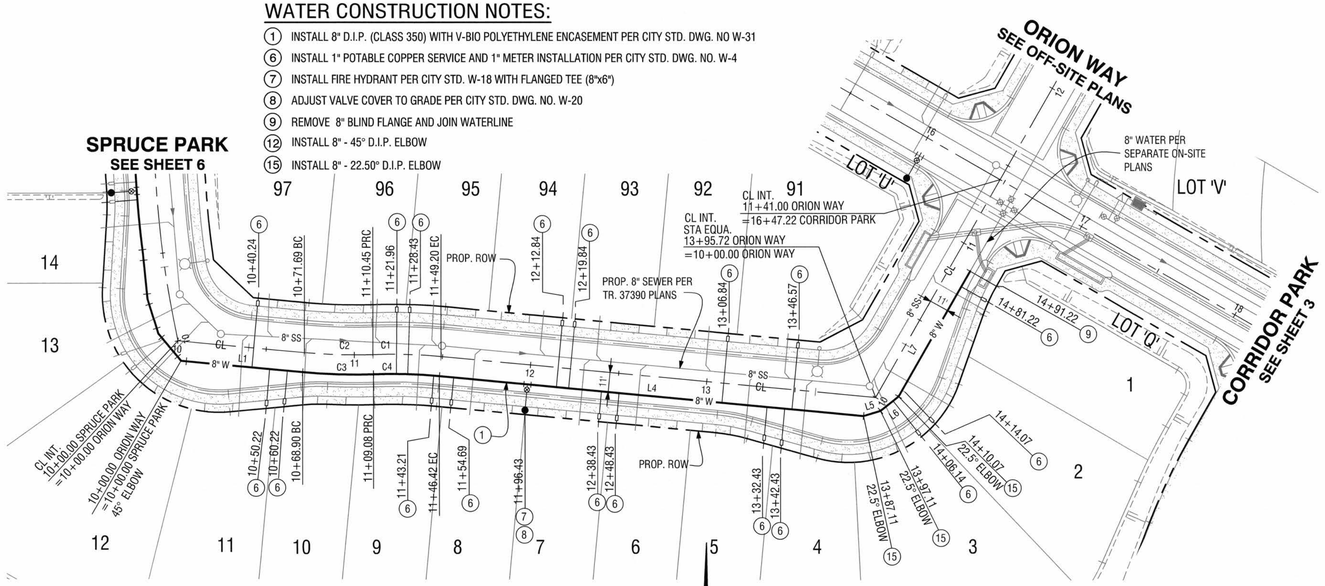
OPAL STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

WATER CONSTRUCTION NOTES:

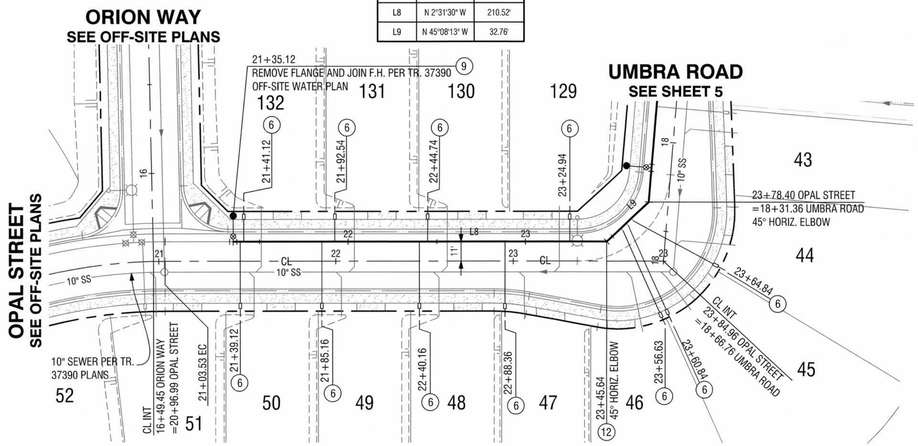
1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
12. INSTALL 8" - 45° D.I.P. ELBOW
15. INSTALL 8" - 22.50° D.I.P. ELBOW



ORION WAY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 84°28'09" W	68.90'
L4	N 84°28'09" W	240.69'
L5	N 73°31'51" E	10.00'
L6	N 52°01'31" E	12.96'
L7	N 30°01'31" E	81.16'
L8	N 2°31'30" W	210.52'
L9	N 45°08'13" W	32.76'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°24'07"	300.00'	38.76'	19.41'
C2	7°24'07"	300.00'	38.76'	19.41'
C3	7°24'07"	311.00'	40.18'	20.12'
C4	7°24'07"	289.00'	37.34'	18.69'



OPAL STREET

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/24/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
7/14/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/19/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390
ATWELL
ORION PARK 10+00.00 TO 14+96.22
OPAL STREET 21+40.95 TO 23+78.15

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 7

TRACT NO. 37390, ON-SITE WATER IMPROVEMENT PLAN

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MDS File: 89406 37390 WTRSht 07 PP.dwg
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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37474

SEWER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTORS RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

LEGAL DESCRIPTION

PORTIONS OF LOTS 2 & 5; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3260
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(866) 417-1039
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 748- 6649
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7926

BENCHMARK

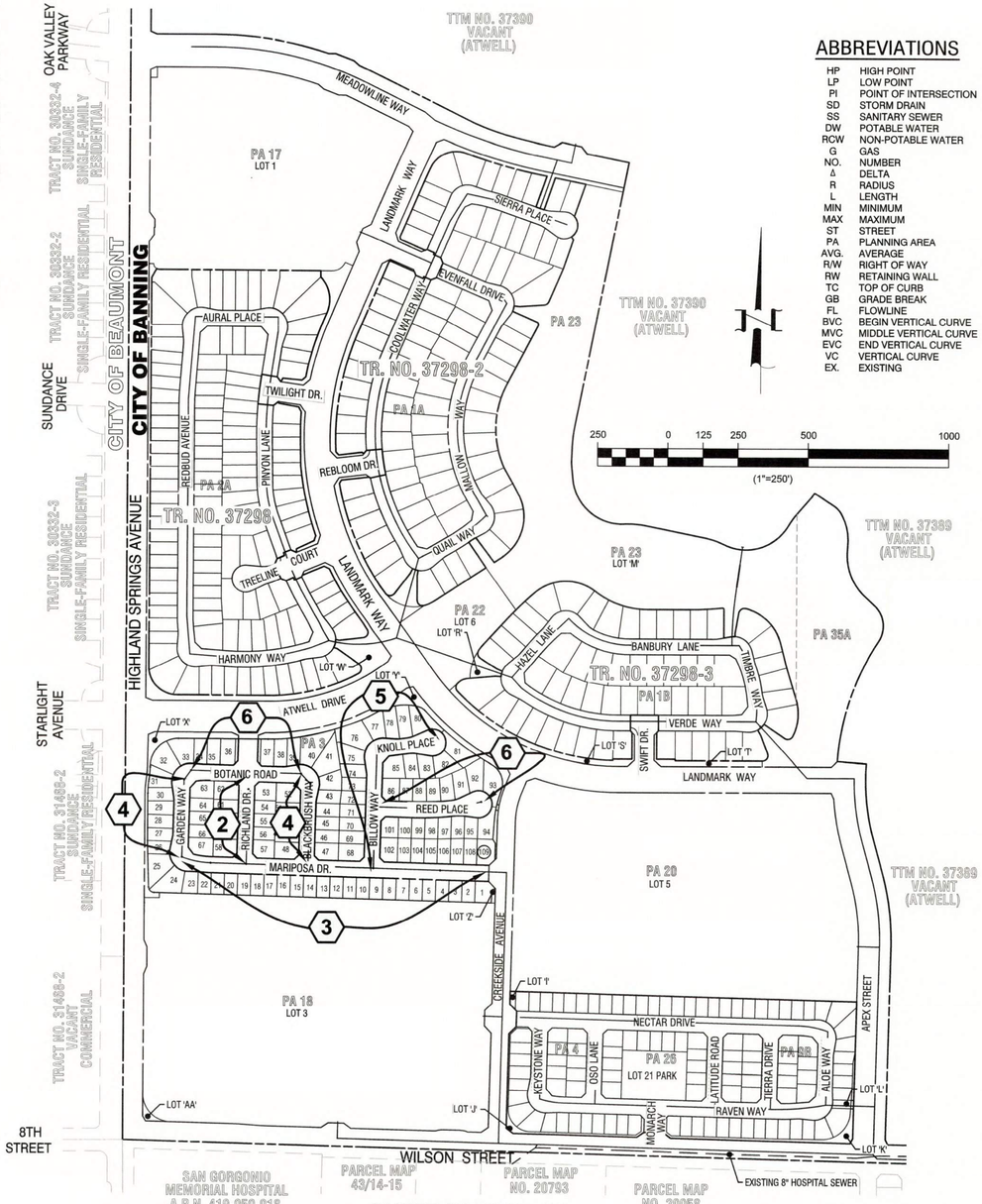
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.
ELEVATION=2534.10

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-002, -005, -007

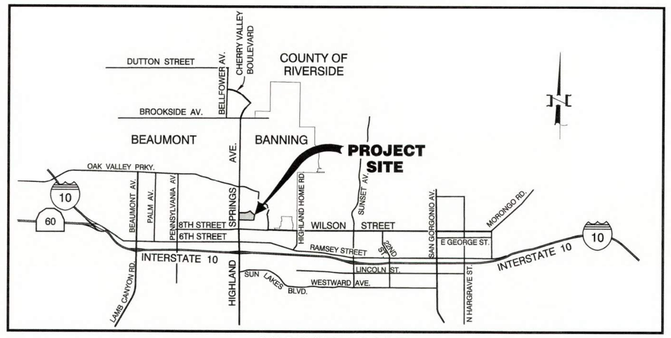


SHEET INDEX MAP

SCALE: 1"=250'

ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
RW	RETAINING WALL
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
MVC	MIDDLE VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING
CL	CENTERLINE
F.F.	FINISHED FLOOR
BCR	BEGIN CURB RETURN
ECR	END CURB RETURN
FG	FINISHED GRADE
TG	TOP OF GRATE
INV	INVERT
LF	LINEAR FEET
EA	EACH
SF	SQUARE FEET
CY	CUBIC YARDS
AC	ASPHALT CONCRETE
AB	AGGREGATE BASE
CONC	CONCRETE
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
NG	NATURAL GROUND
CF	CURB FACE
TYP	TYPICAL
PVC	POLYVINYL CHLORIDE PIPE
VCP	VITREOUS CONCRETE PIPE
FS	FINISH SURFACE
DET.	DETAIL



VICINITY MAP

NOT TO SCALE

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- 8" SS — SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS
- B.W — BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

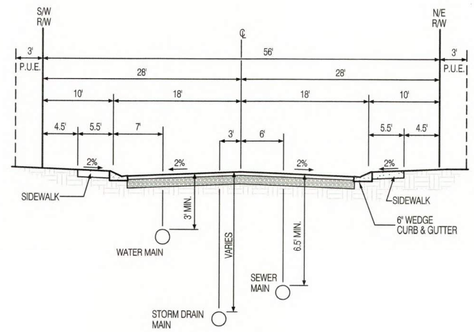
SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2 - 6	SEWER PLANS AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	3,237
2	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3	EA	17
3	INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22	LF	3,739
4	ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5	EA	17
5	REMOVE PLUG AND JOIN 8" SEWER PER TR. NO. 37298-1	EA	1
6	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN	LF	101
7	INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE	LF	174
8	CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13	EA	2
9	INSTALL 6" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 FOR AUTOMATIC FLUSHING SYSTEM (ALSO SEE WATER IMPROVEMENT PLANS)	LF	79

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
4/15/2019



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/17/19 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
7/5/2019 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/8/19 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37474
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 6

TRACT NO. 37474, SEWER IMPROVEMENT PLAN

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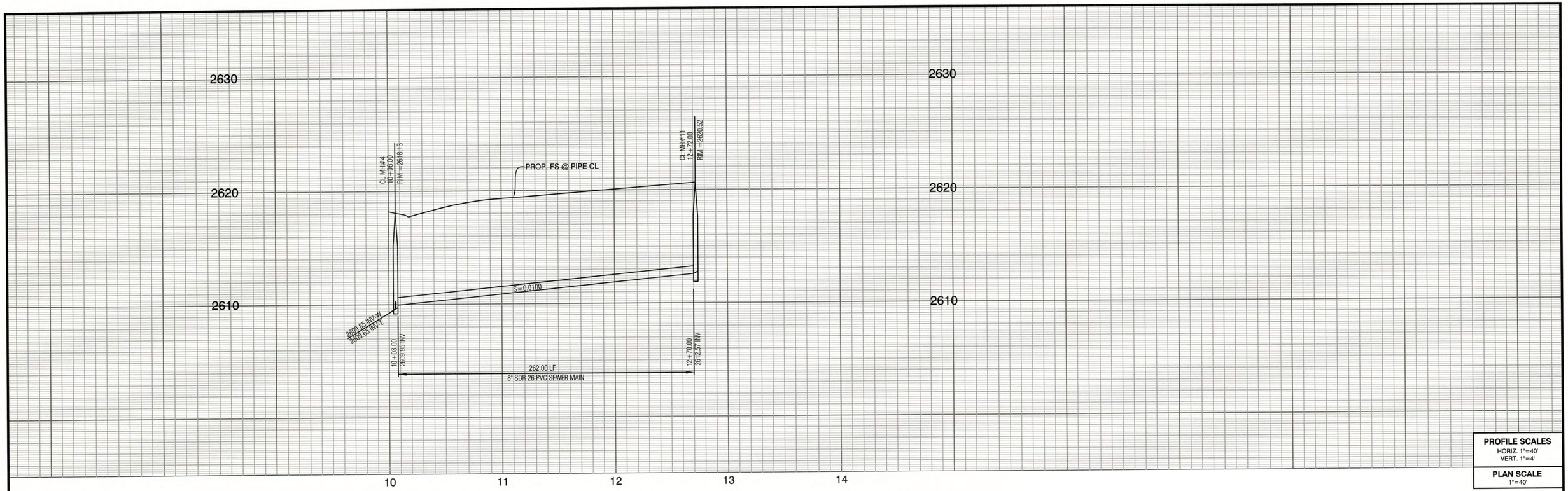


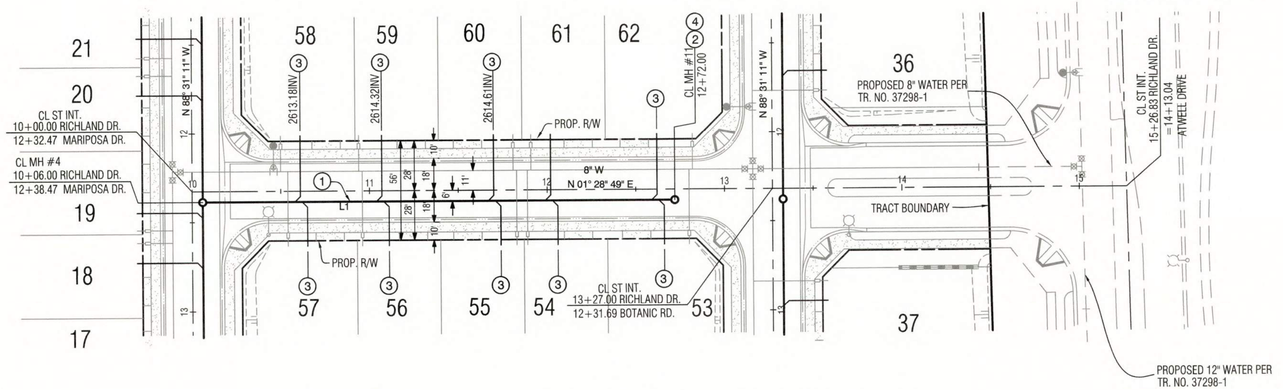
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

SEE SHEET 3
MARIPOSA DRIVE

SEE SHEET 6
BOTANIC ROAD

ATWELL DRIVE
SEE ON-SITE IMPROVEMENTS
TRACT NO. 37298-1



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	266.00'

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
57	2620.9	2620.59	11	
58	2620.9	2620.59	11	
59	2621.3	2620.59	11	
60	2621.6	2620.59	11	
61	2622.0	2620.59	11	
62	2622.4	2620.59	11	

B.W BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24
(FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. S-22
4. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

RICHLAND DRIVE

0 20 40 80 160
1" =40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-227-2600

REVISIONS

MARK	APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/17/19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
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STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
7/5/2019
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/8/19
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
RICHLAND DRIVE

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 6

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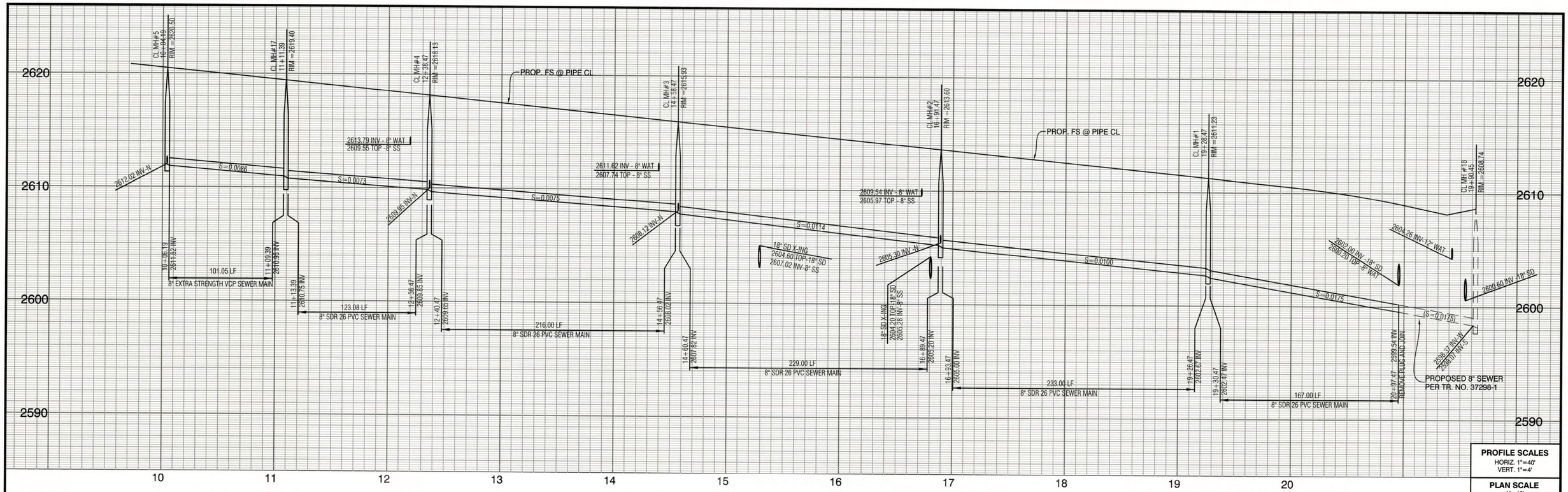
TRACT NO. 37474, SEWER IMPROVEMENT PLAN



MARIPOSA DRIVE

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. S-22
4. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
5. REMOVE PLUG AND JOIN 8" SEWER PER TR. NO. 37298-1
6. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE
8. CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13

B.W. BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

0 20 40 80 160
1"=40' GRAPHIC SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°31'11" W	127.08'
L2	N 88°31'11" W	220.00'
L3	N 88°31'11" W	233.00'
L4	N 88°31'11" W	237.00'
L5	N 88°31'11" W	169.00'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	20°03'49"	300.00'	105.05'	53.07'
C2	21°04'12"	300.00'	110.32'	55.79'

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
1	2611.4	2611.23	1	
2	2612.1	2611.23	1	
3	2612.5	2611.23	1	
4	2613.0	2611.23	1	
5	2613.5	2613.60	2	X
6	2614.0	2613.60	2	
7	2614.4	2613.60	2	
8	2614.9	2613.60	2	
9	2615.4	2613.60	2	
10	2615.8	2615.93	3	X

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
11	2616.3	2615.93	3	
12	2616.8	2615.93	3	
13	2617.3	2615.93	3	
14	2617.7	2615.93	3	
15	2618.2	2618.13	4	
16	2618.7	2618.13	4	
17	2619.1	2618.13	4	
18	2619.6	2618.13	4	
19	2620.1	2618.13	4	
20	2620.5	2619.40	17	

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
21	2621.0	2619.40	17	
22	2621.4	2620.50	5	
23	2621.7	2620.50	5	
24	2622.3	2620.50	5	
25	2622.4	2620.50	5	
48	2618.9	2619.16	10	X

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
102	2614.9	2613.60	2	
103	2614.4	2613.60	2	
104	2613.9	2613.60	2	
105	2613.5	2613.60	2	X
106	2613.0	2611.22	1	
107	2612.5	2611.22	1	
108	2612.0	2611.22	1	
109	2611.3	2611.22	1	

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MARK		APPR	DATE

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MORSE SCHULTZ
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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RCE# 052496 EXP. 12-31-20
6/17/19 DATE

REGISTERED PROFESSIONAL ENGINEER
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No. 052496
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STATE OF CALIFORNIA

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SENIOR CIVIL ENGINEER
7/5/2019 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/8/19 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
MARIPOSA DRIVE

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 6

TRACT NO. 37474, SEWER IMPROVEMENT PLAN

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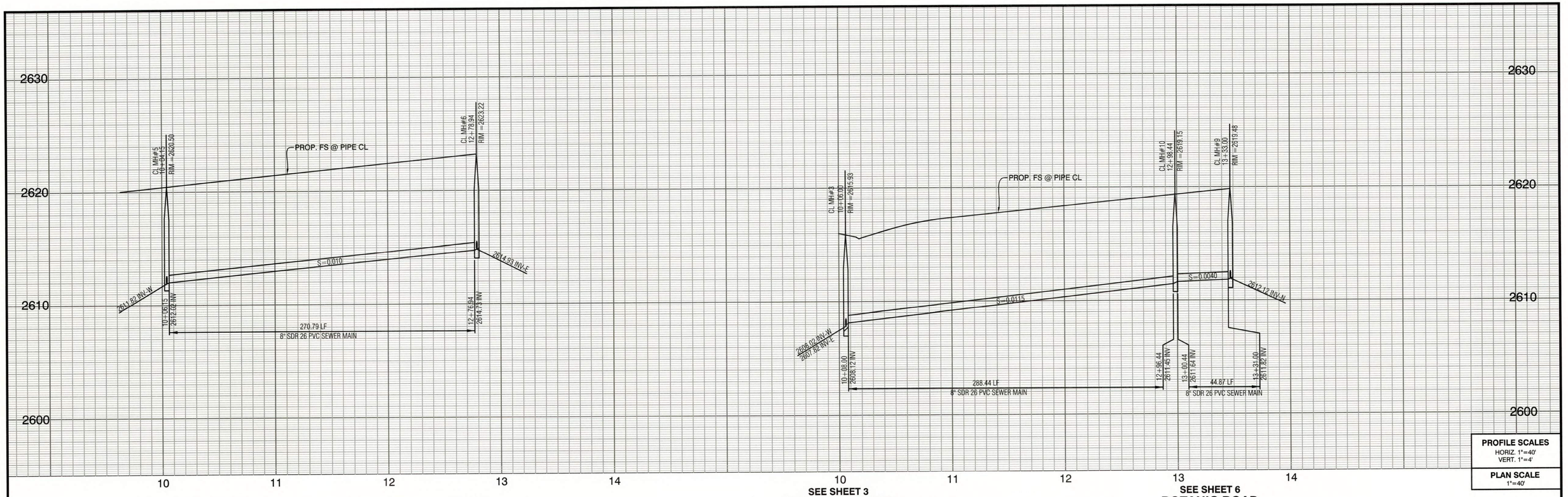
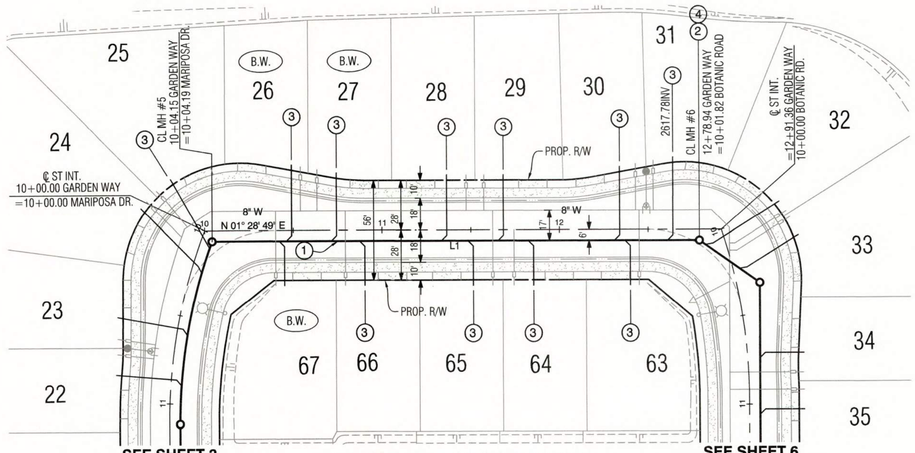
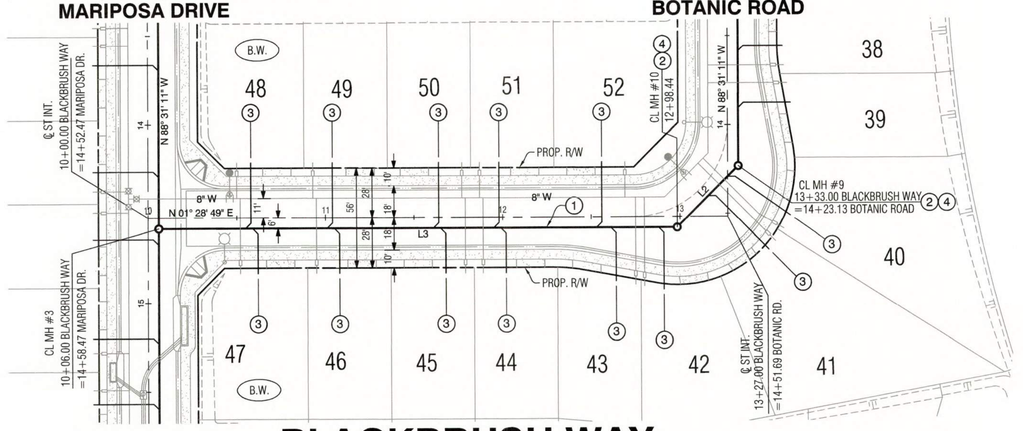


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	274.79'
L2	N 43°31'11" W	48.88'
L3	N 01°28'49" E	292.44'

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. S-22
4. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

B.W. BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

0 20 40 80 160
1"=40' GRAPHIC SCALE

GARDEN WAY

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
25	2622.4	2620.50	5	
26	2622.7	2623.22	6	X
27	2623.2	2623.22	6	X
28	2623.6	2623.22	6	
29	2624.1	2623.22	6	
30	2624.4	2623.22	6	
31	2624.8	2623.22	6	

BLACKBRUSH WAY

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
40	2621.3	2619.48	9	
41	2621.1	2619.48	9	
42	2620.9	2619.15	10	
43	2620.5	2619.15	10	
44	2620.3	2619.15	10	
45	2619.8	2619.15	10	
46	2619.4	2619.15	10	
47	2618.9	2619.15	10	X
48	2618.9	2619.15	10	X
49	2619.4	2619.15	10	

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
50	2619.8	2619.15	10	
51	2620.3	2619.15	10	
52	2620.7	2619.15	10	
63	2624.6	2623.22	6	
64	2624.2	2623.22	6	
65	2623.8	2623.22	6	
66	2623.3	2623.22	6	
67	2622.9	2623.22	6	X

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Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/17/19

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
DATE 7/5/2019

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/8/19

SEWER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
GARDEN WAY & BLACKBRUSH WAY

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 6

TRACT NO. 37474, SEWER IMPROVEMENT PLAN

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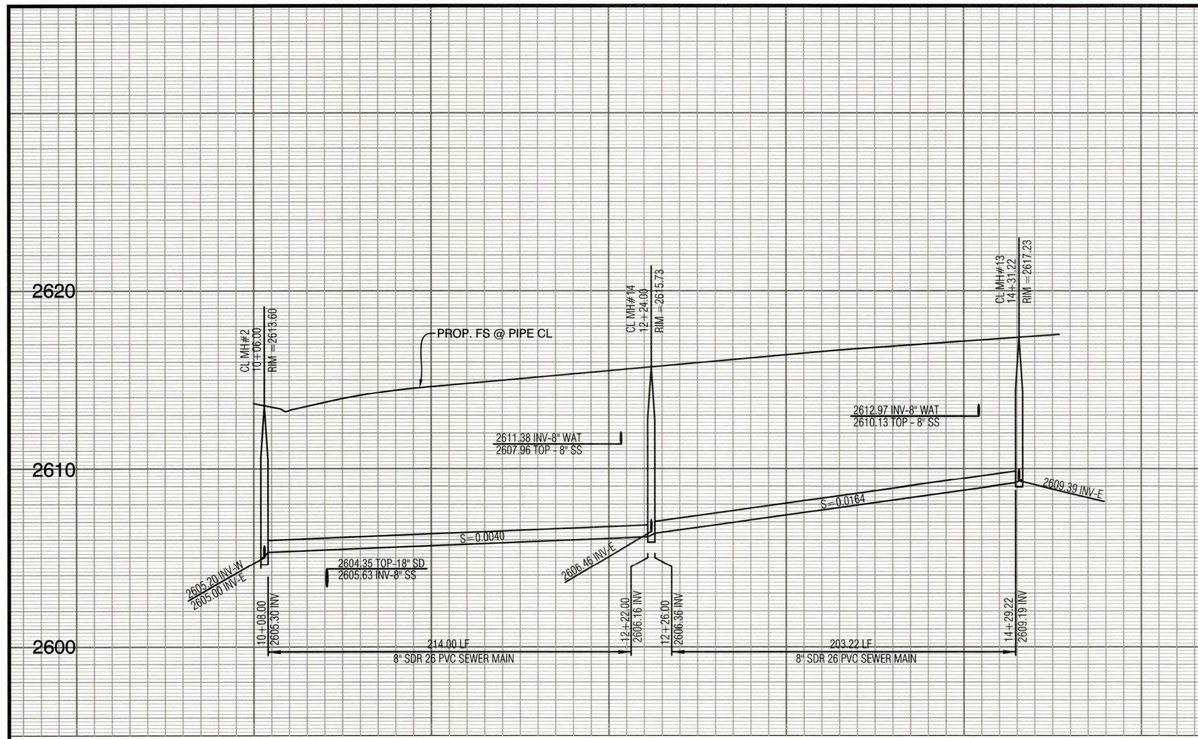
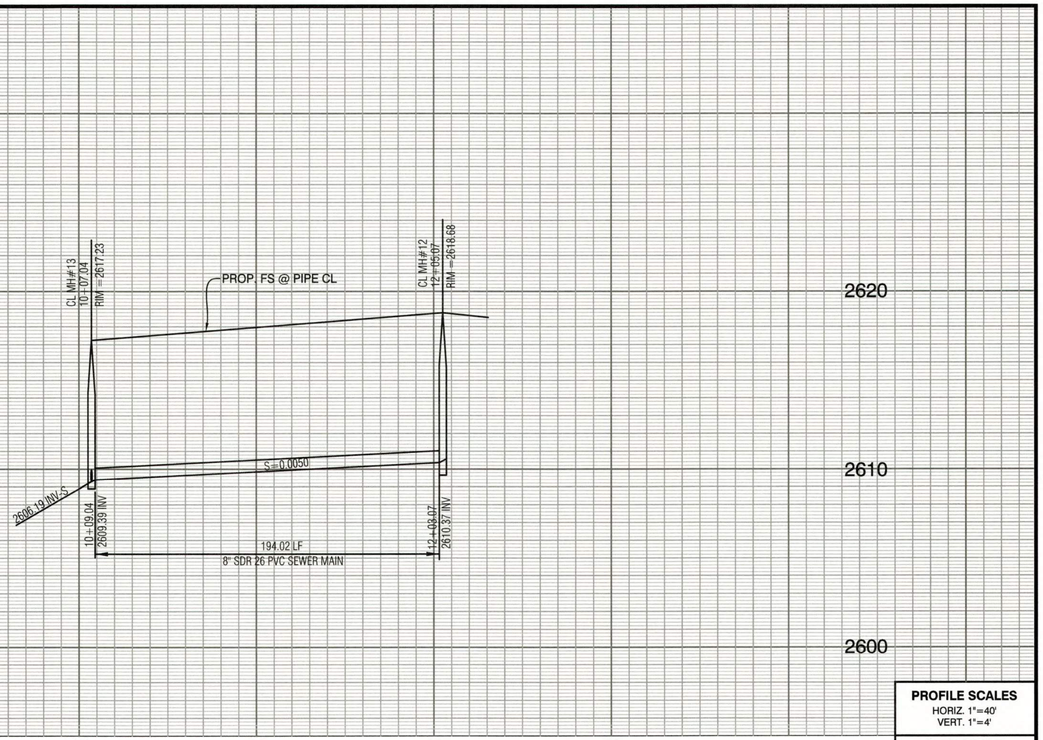
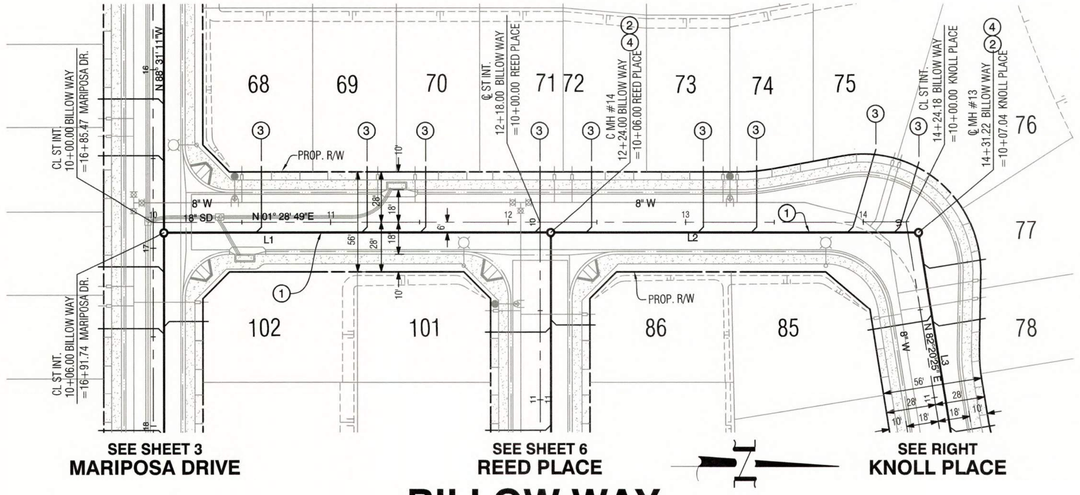
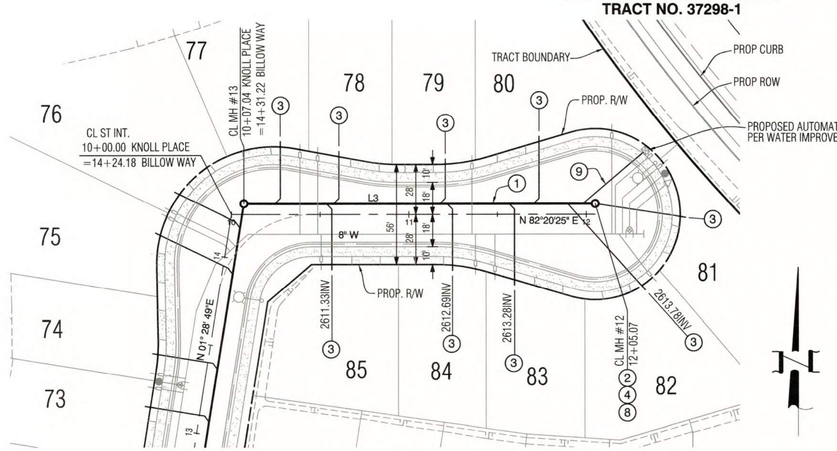




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	218.00'
L2	N 01°28'49" E	207.22'
L3	N 82°20'25" E	198.03'

0 20 40 80 160
1" = 40' GRAPHIC SCALE

SEE SHEET 3
MARIPOSA DRIVE

SEE SHEET 6
REED PLACE

SEE RIGHT
KNOLL PLACE

BILLOW WAY

SEE LEFT
BILLOW WAY

KNOLL PLACE

CREEKSIDE AVENUE
SEE ON-SITE IMPROVEMENTS
TRACT NO. 37298-1

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. S-22
4. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
8. CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13
9. INSTALL 6" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 FOR AUTOMATIC FLUSHING SYSTEM (ALSO SEE WATER IMPROVEMENT PLANS)

B.W BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
68	2616.2	2615.73	14	
69	2616.6	2615.73	14	
70	2617.0	2615.73	14	
71	2617.5	2615.73	14	
72	2617.9	2617.23	13	
73	2618.3	2617.23	13	
74	2618.6	2617.23	13	
75	2619.0	2617.23	13	

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
76	2619.2	2617.23	13	
77	2619.2	2618.50	12	
78	2619.5	2618.50	12	
79	2619.8	2618.50	12	
80	2620.2	2618.50	12	
81	2620.8	2618.50	12	
82	2620.5	2618.50	12	
83	2620.1	2618.50	12	

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
84	2619.8	2618.50	12	
85	2619.5	2618.50	12	
86	2618.1	2616.66	16	
87	2618.3	2616.66	16	

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REVISIONS

MARK		APPR	DATE

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EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

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SENIOR CIVIL ENGINEER
DATE 7/5/2019

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/8/19

SEWER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
BILLOW WAY & KNOLL PLACE

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 6

TRACT NO. 37474, SEWER IMPROVEMENT PLAN

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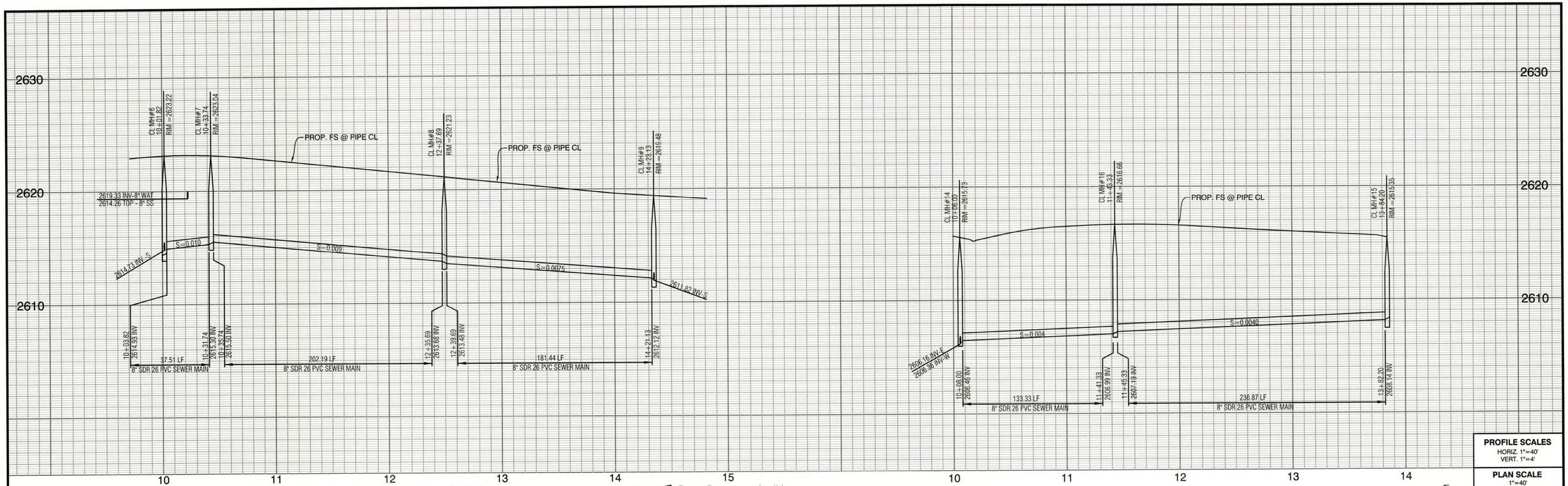
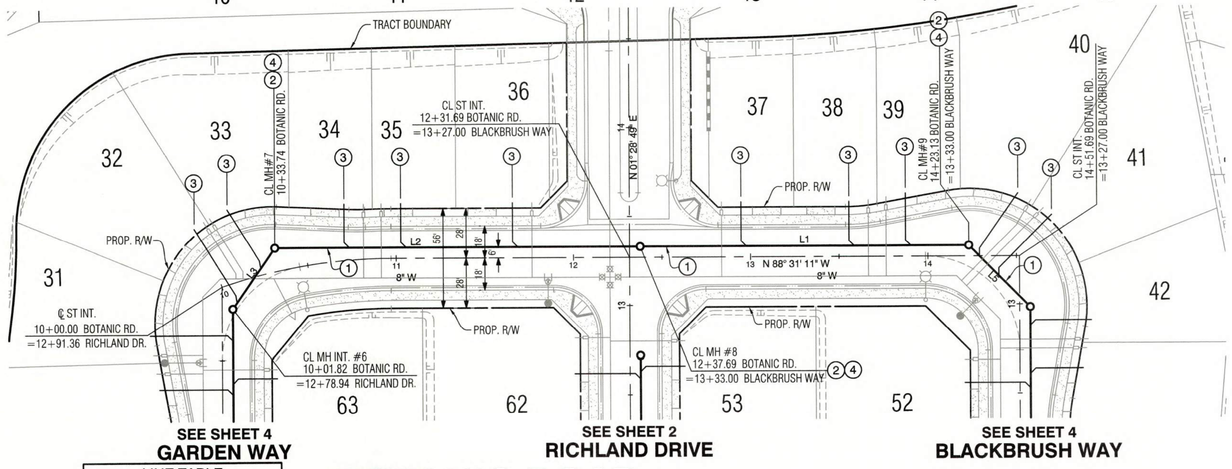


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

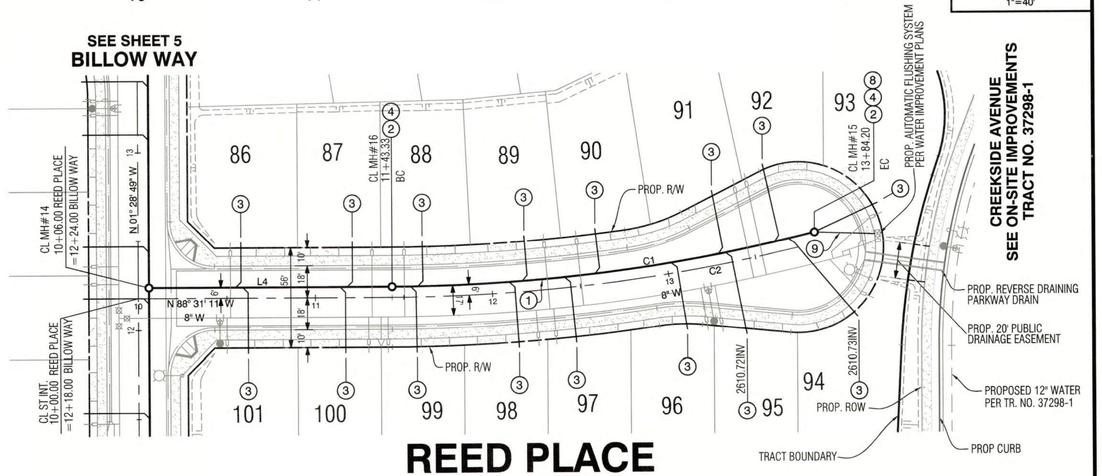


SEE SHEET 4
GARDEN WAY

SEE SHEET 2
RICHLAND DRIVE

SEE SHEET 4
BLACKBRUSH WAY

BOTANIC ROAD



REED PLACE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°31'11" W	185.44'
L2	N 88°31'11" W	206.19'
L3	N 88°31'11" W	41.51'
L4	N 88°31'11" W	137.33'
L5	N 43°31'11" W	48.88'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	13°53'03"	994.00'	240.87'	121.03'
C2	13°16'12"	1000.00'	231.61'	116.32'

0 20 40 80 160
1" = 40' GRAPHIC SCALE

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. S-22
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9. INSTALL 6" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 FOR AUTOMATIC FLUSHING SYSTEM (ALSO SEE WATER IMPROVEMENT PLANS)

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
33	2625.0	2623.04	7	
34	2624.7	2623.04	7	
35	2624.4	2623.04	7	
36	2623.9	2623.04	7	
37	2622.5	2621.23	8	
38	2622.0	2621.23	8	
39	2621.5	2621.23	8	

B.W BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
86	2618.1	2616.66	16	
87	2618.3	2616.66	16	
88	2618.3	2615.35	15	
89	2618.3	2615.35	15	
90	2618.1	2615.35	15	
91	2617.9	2615.35	15	
92	2617.5	2615.35	15	
93	2617.3	2615.35	15	

TRACT NO. 37474, SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
94	2617.3	2615.35	15	
95	2617.5	2615.35	15	
96	2617.9	2615.35	15	
97	2618.1	2615.35	15	
98	2618.3	2615.35	15	
99	2618.3	2615.35	15	
100	2618.3	2616.66	16	
101	2618.1	2616.66	16	

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REVISIONS

MARK		APPR	DATE

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7/5/2019 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/8/19 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
BOTANIC ROAD & REED PLACE

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 6

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TRACT NO. 37474, SEWER IMPROVEMENT PLAN

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37474, ATWELL

STREET IMPROVEMENT PLAN

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CANNOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREENBOOK," THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT, PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION, AND THE CURRENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES FIVE (5) FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION; HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-277-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS' NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING, FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCHMARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCHMARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM TWELVE (12) FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT-OF-WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION; FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE REWORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODIBLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED, THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL CA MUTCD AND CITY REQUIREMENTS.

LEGAL DESCRIPTION

PORTIONS OF LOTS 2 & 5; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-002, -005, -007

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSCTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

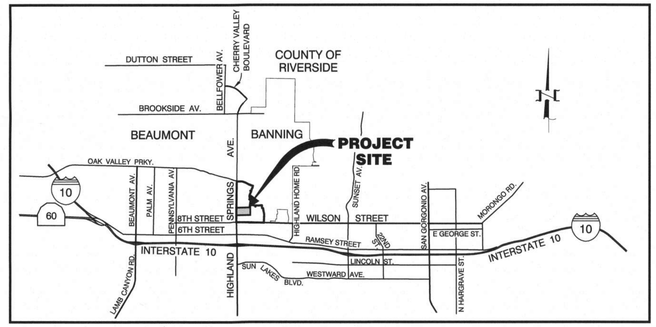
BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10



SHEET INDEX MAP

SCALE: 1"=300'

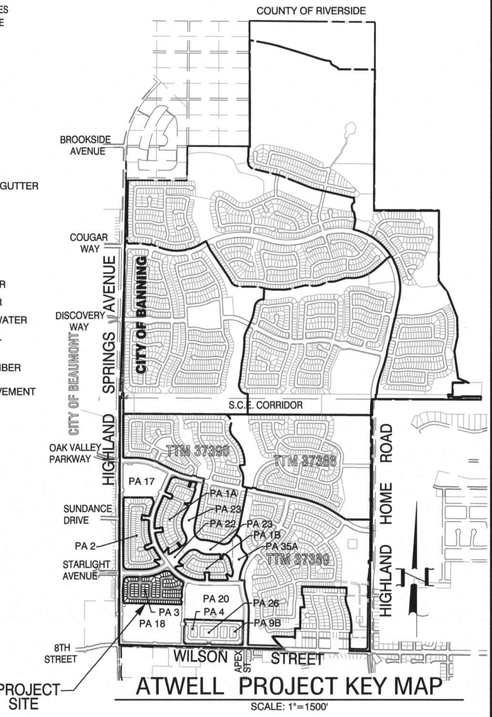


VICINITY MAP

NOT TO SCALE

LEGEND

	TRACT BOUNDARY
℄	STREET CENTERLINE
	SIDEWALK
	PROPOSED CURB & GUTTER
	PROPOSED WEDGE CURB & GUTTER
55	LOT NUMBER
109	HIGHEST SINGLE-FAMILY RESIDENTAIL LOT NUMBER
SD	PROPOSED STORM DRAIN
SS	PROPOSED SANITARY SEWER
DW	PROPOSED POTABLE WATER
RCW	PROPOSED NON-POTABLE WATER
	PROPOSED RETAINING WALL
4 / 8	STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER
	SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
MVC	MIDDLE VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING

SHEET INDEX

SHEET	1	TITLE SHEET AND SHEET INDEX MAP
SHEET	2	STREET TYPICAL SECTIONS, CONSTRUCTION NOTES AND DETAILS
SHEET	3	RICHLAND DRIVE - STREET PLAN AND PROFILE
SHEET	4	MARIPOSA DRIVE - STREET PLAN AND PROFILE
SHEET	5	GARDEN WAY & BLACKBRUSH WAY - STREET PLAN AND PROFILE
SHEET	6	BILLOW WAY & KNOLL PLACE - STREET PLAN AND PROFILE
SHEET	7	BOTANIC ROAD & REED PLACE - STREET PLAN AND PROFILE
SHEET	8	SIGNING & STRIPING PLAN
SHEET	9	DETAILS
SHEET	10	DETAILS

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Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 — 6/25/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 — 6/26/19 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

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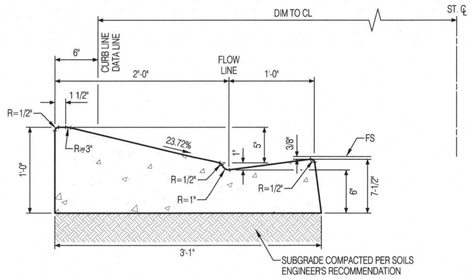
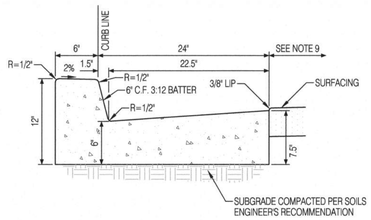


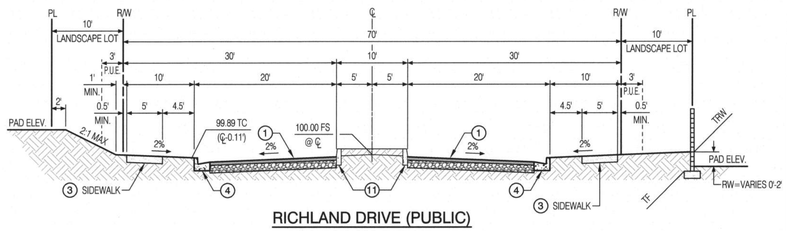
NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISH WORK SHALL PROVIDENT AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF A ACCESS RAMP.

(2) 6" WEDGE CURB & GUTTER CURB
NTS

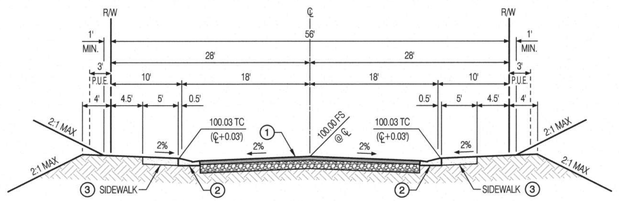


NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE STEEL TROWEL FINISH
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. A MIN. 1' WIDE AC PAVEMENT REPAIR SECTION SHALL BE CONSTRUCTED WHEN CURB AND GUTTER IS PLACED ADJACENT TO EXISTING AC PAVEMENT.
9. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF AN ACCESS RAMP.

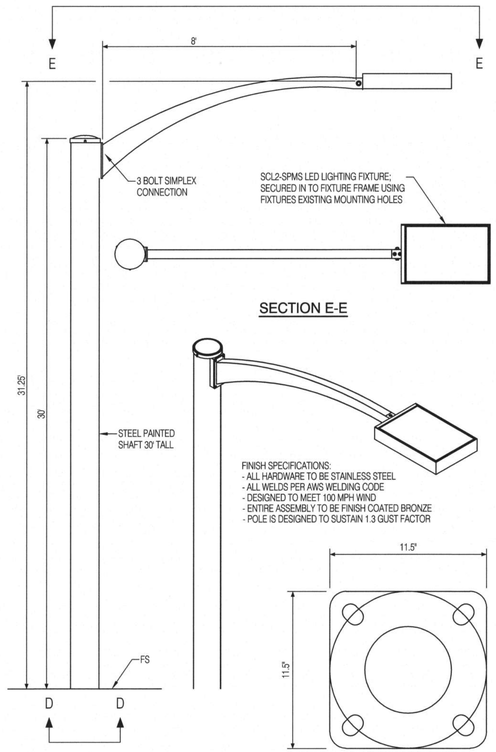
(4) MODIFIED TYPE "A" CURB AND GUTTER (6")
CITY STD. DWG. NO. C-200 (NO CLASS 2 AGGREGATE)
NTS

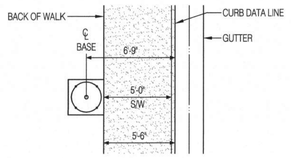


RICHLAND DRIVE (PUBLIC)
(NEIGHBORHOOD ENTRY) TI=5.5
LOOKING NORTH
SCALE: HORIZ - 1"=10'
VERT - 1"=5'

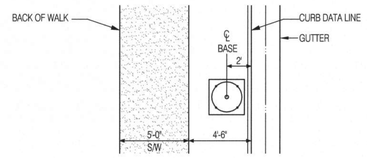


RICHLAND DRIVE, MARIPOSA DRIVE, GARDEN WAY, BLACKBRUSH WAY, BILLOW ROAD, KNOLL PLACE AND REED PLACE (PUBLIC)
(MODIFIED LOCAL RESIDENTIAL STREET) TI=5.5
SCALE: HORIZ - 1"=10'
VERT - 1"=5'

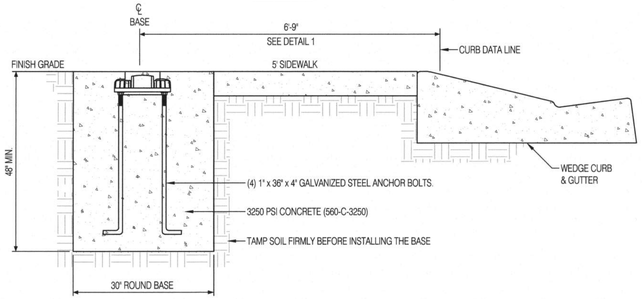




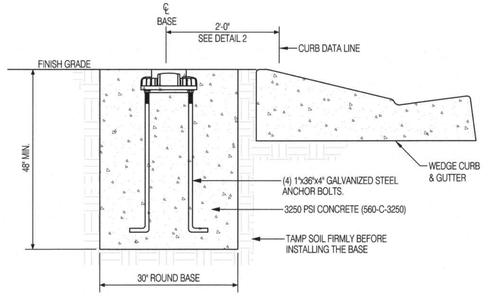
DETAIL 1



DETAIL 2



CURB ADJACENT SIDEWALK



CURB AWAY SIDEWALK
FOR ST. LIGHT AT RICHLAND DRIVE STA. 13+70.00 ONLY.

NOTES:
1. THE BOLT PATTERN TEMPLATE SHOWN IS TYPICAL FOR MANY POLES. CONTRACTOR TO OBTAIN PROPER TEMPLATE FOR THE SPECIFIC POLE USED.
2. CONTACT THE C.O.B. ELECTRIC INSPECTOR 24 HOURS PRIOR TO POURING THE CONCRETE BASE. THE CONCRETE BASE MUST SIT FOR A MINIMUM OF 3 DAYS BEFORE INSTALLING STREETLIGHT POLE.
3. THE STREETLIGHT FOUNDATION SHALL BE CONSTRUCTED IN ONE POUR OF CONCRETE CLASS 560-C-3250 WITH A MAXIMUM 4-INCH SLUMP PER REQUIREMENTS LISTED IN SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE BOTTOM OF THE FOUNDATION SHALL REST SECURELY ON FIRM, UNDISTURBED SOIL AND SURROUNDING SOIL MUST BE COMPACTED TO AT LEAST 90%.
4. 4. IN EXTREME SOIL CONDITIONS AND WITH WRITTEN APPROVAL BY THE C.O.B. ELECTRIC INSPECTOR, 30' OF #6 BARE COPPER SOFT-DRAWN WIRE MAY BE INSTALLED IN LIEU OF THE PREFERRED GROUND ROD. 24" OF THIS GROUND MUST BE SPOOLED ABOVE THE CONCRETE BASE INSIDE OF THE STREETLIGHT POLE AND THE EXCESS WIRE BELOW THE CONCRETE BASE MUST BE COILED NEATLY IN THE FIRMLY TAMPED SOIL.

(8) LED SOLAR STREET LIGHT INSTALLATION BEHIND SIDEWALK
NTS

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	STREET IMPROVEMENTS	UNIT	QUANTITY
(1)	CONSTRUCT 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.	SF	121,231
(2)	CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.	LF	6,739
(3)	CONSTRUCT SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).	SF	34,941
(4)	CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY STD. DWG. NO. C-200 AND DET. SHT. NO. 2 (NO CLASS 2 AGGREGATE BASE).	LF	136
(5)	ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	28
(6)	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	5
(7)	ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	17
(8)	INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.	EA	11
(9)	CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 9.	SF	3,943
(10)	CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, PER CITY OF BANNING STD. DWG. NO. C-214 AND DET. SHT. NO. 9.	EA	12
(11)	CONSTRUCT MODIFIED TYPE "D" 6" CURB ONLY PER CITY OF BANNING STD. DWG. NO. C-203 AND DET. SHT. NO. 9 (NO CLASS II AGGREGATE BASE).	LF	187
(12)	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. NO. 9. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	4
(13)	CONSTRUCT CURB AND GUTTER TRANSITION PER DET. SHT. NO. 9.	EA	2
(14)	CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 9.	SF	93
(15)	REMOVE EXISTING BARRICADE.	EA	3
(16)	CONSTRUC MODIFIED UNDERSIDEWALK DRAIN (REVERSE DRAINING PER CITY OF BANNING STD. DWG. NO. C-218 AND DET. SHT. NO. 3.	EA	1
(17)	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. &W.C.D. STD. DWG. NO LD201 AND DET. SHT. NO. 10.	EA	1
(18)	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. NO. 9. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	2
	SIGNING AND STRIPING	**UNIT**	**QUANTITY**
(20)	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.	EA	12
(21)	INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DET. SHT. NO. 10.	EA	11
(22)	INSTALL MODIFIED STREET NAME SIGN PER R.C.T.D. STD. DWG. NO. 816 AND DET. SHT. NO. 10.	EA	12
(23)	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. SHT. NO. 8.	EA	6
(24)	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D.	EA	8
(25)	INSTALL 12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.	LF	146
(26)	INSTALL W14-2 SIGN PER CA MUTCD AND DET. SHT. NO. 8.	EA	1
(27)	INSTALL OM1-3 MARKER PER CA MUTCD STD. AND DET. SHT. NO. 8.	EA	2
(28)	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. SHT. NO. 8.	EA	2
(29)	INSTALL TELESPAR SQUARE TUBULAR SIGN POST PER DET. SHT. NO. 2.	EA	1

SIGNING AND STRIPING GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF BANNING STANDARD PLANS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE RETROREFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL. ALL OTHER TRAFFIC STRIPES SHALL BE PAINTED IN TWO COATS.
8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC SIGNAL TIMING SHEET TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY NEW OR MODIFIED TRAFFIC SIGNAL. THE TIMING SHEET WILL MEET ALL REQUIREMENTS PER THE LATEST CALIFORNIA MUTCD, PART 4 "HIGHWAY TRAFFIC SIGNALS".
12. THE CONTRACTOR SHALL REPLACE ALL SIGNING AND STRIPING WITHIN PROJECT LIMITS DAMAGED OR ALTERED BY THE PROJECT, AS DETERMINED BY THE CITY ENGINEER.

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/18/19 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

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ARTURO VELA, RCE #75696 — EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/26/19 DATE

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

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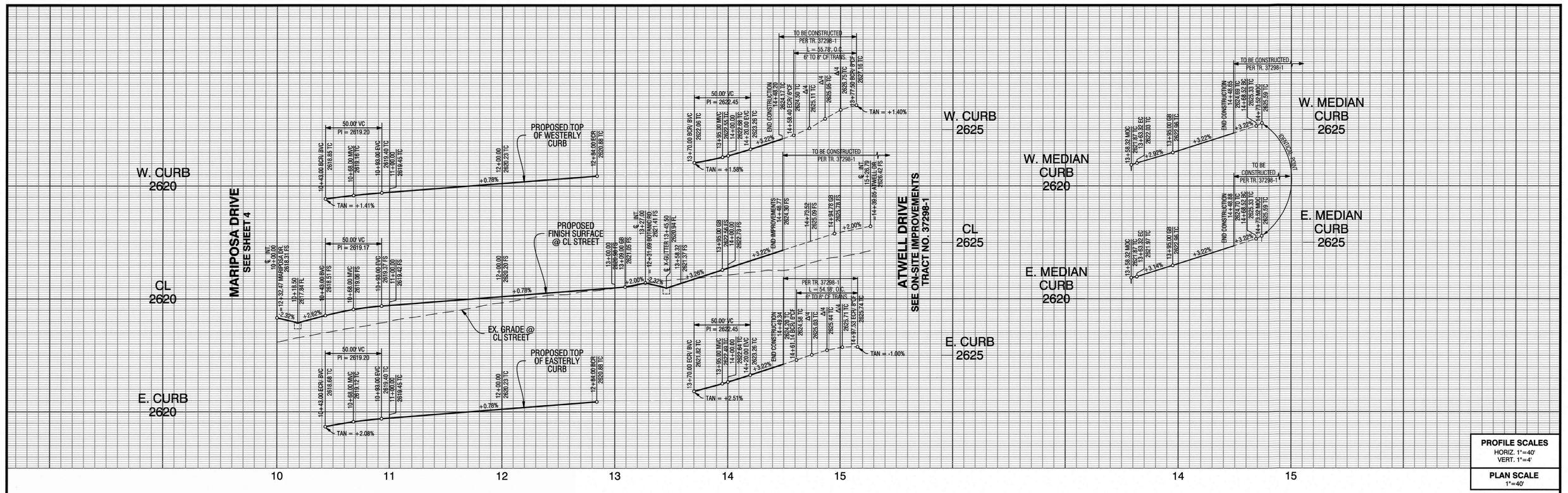
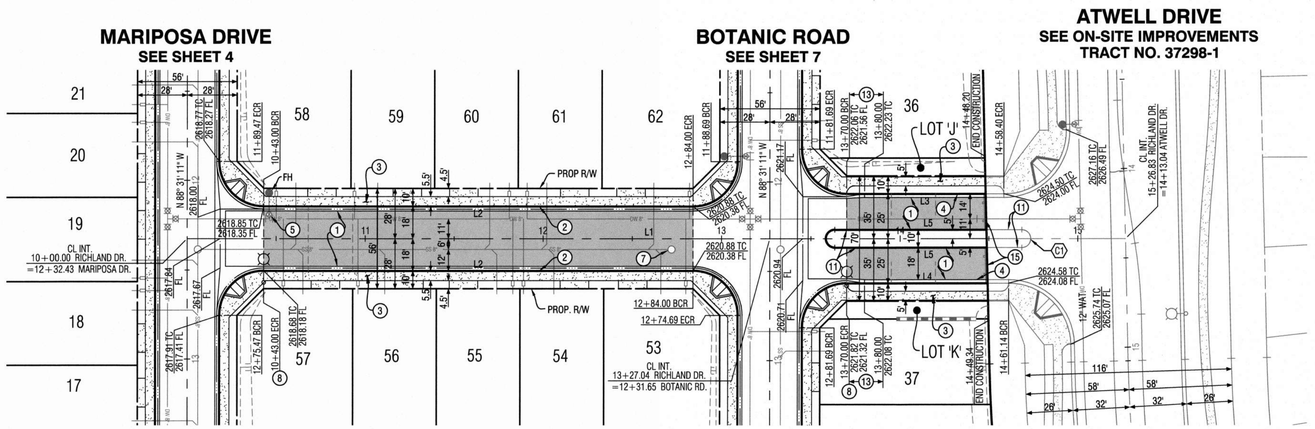
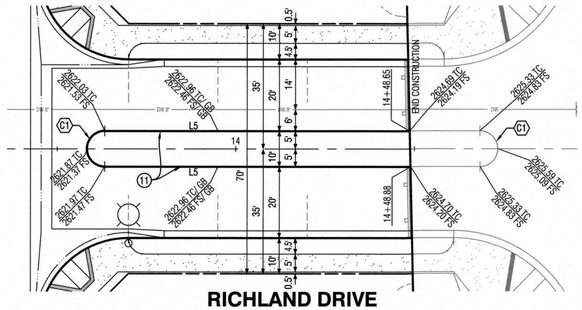


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'





CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	180° 00' 00"	5.00'	15.71'	

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 1° 28' 49" E	526.79'
L2	N 1° 28' 49" E	241.00'
L3	S 1° 28' 49" W	88.40'
L4	N 1° 28' 49" E	91.14'
L5	N 1° 28' 49" E	105.20'

RICHLAND DRIVE

0 20 40 80 160
1"= 40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB AND GUTTER (6") PER DET. SHT. NO. 2
3. CONSTRUCT SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
4. CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY OF BANNING STD. DWG. NO. C-200 AND DET. SHT. NO. 2 (NO CLASS 2 AGGREGATE BASE).
5. ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20.
7. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
8. INSTALL LED SOLAR STREET LIGHT PER DET. SHT. NO. 2.
11. CONSTRUCT MODIFIED TYPE "D" 6" CURB ONLY PER CITY OF BANNING STD. DWG. NO. C-203 AND DET. SHT. NO. 9 (NO CLASS 2 AGGREGATE BASE).
13. CONSTRUCT CURB AND GUTTER TRANSITION PER DET. SHT. NO. 9.
15. REMOVE EXISTING BARRICADE.

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MORSE SCHULTZ
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STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19
SENIOR CIVIL ENGINEER
6/25/19 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/26/19 DATE

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
RICHLAND DRIVE
STA. 10+00.00 TO 12+84.04 13+48.04 TO 15+26.83

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

712

MDS Proj. Data: I:\89424\engineering\plans\street
Created: 03.01.2019 09:15:40 AM Author:----
Last Edit: 06.17.2019 01:16:00 PM By: Station178

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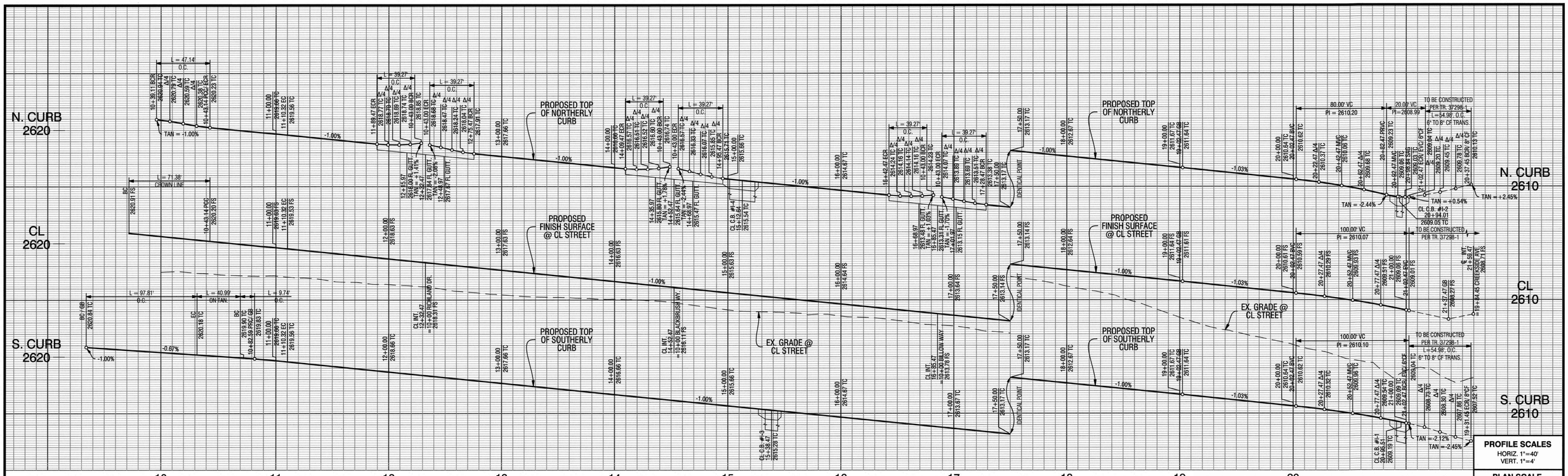
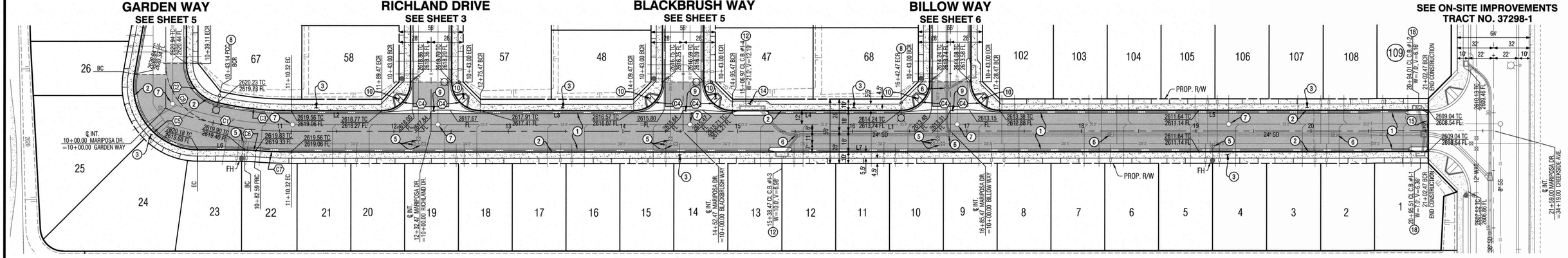
Plot Date: 06.21.2017 7:32:43 AM By: station178





CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	21° 04' 12"	300.00'	110.32'	55.79'
C2	77° 10' 09"	35.00'	47.14'	27.92'
C3	12° 49' 51"	282.00'	63.15'	31.71'
C4	90° 00' 00"	25.00'	39.27'	25.00'
C5	100° 04' 26"	56.00'	97.81'	66.83'
C6	5° 04' 25"	110.00'	9.74'	4.87'
C7	6° 10' 51"	272.52'	29.40'	14.71'
C8	77° 10' 09"	53.00'	71.38'	42.29'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88° 31' 11" E	1049.15'
L2	N 88° 31' 11" W	79.15'
L3	N 88° 31' 11" W	134.00'
L4	N 88° 31' 11" W	147.00'
L5	N 88° 31' 11" W	374.00'
L6	S 88° 17' 50" E	40.99'
L7	S 88° 31' 11" E	992.15'

0 20 40 80 160
1" =40' GRAPHIC SCALE

MARIPOSA DRIVE

CONSTRUCTION NOTES:

1. CONSTRUCT 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB AND GUTTER (6") PER DET. SHT. NO. 2
3. CONSTRUCT SIDEWALK PER CITY STD. DWG. NO. C-213 (W=PER PLAN).
5. ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20.
6. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
7. ADJUST SEWER MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
8. INSTALL LED SOLAR STREET LIGHT PER DET. SHT. NO. 2.
9. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY STD. DWG. NO. C-211 AND DET. SHT. NO. 9.
10. CONSTRUCT MODIFIED ACCESS RAMP, TYPE 1, PER CITY STD. DWG. NO. C-214 AND DET. SHT. NO. 9.
12. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. NO. 9. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
14. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 9.
15. REMOVE EXISTING BARRICADE.
18. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. NO. 9. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/19/19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
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Proud History • Progressive Tomorrow

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PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/26/19
DATE

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
MARIPOSA DRIVE
STA. 10+00.00 TO 21+59.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

713

MDS Proj. Data: I:\89424\engineering\plans\street
Created: 03.01.2019 09:15:40 AM Author: ---
Last Edit: 06.17.2019 01:16:00 PM By: Station178

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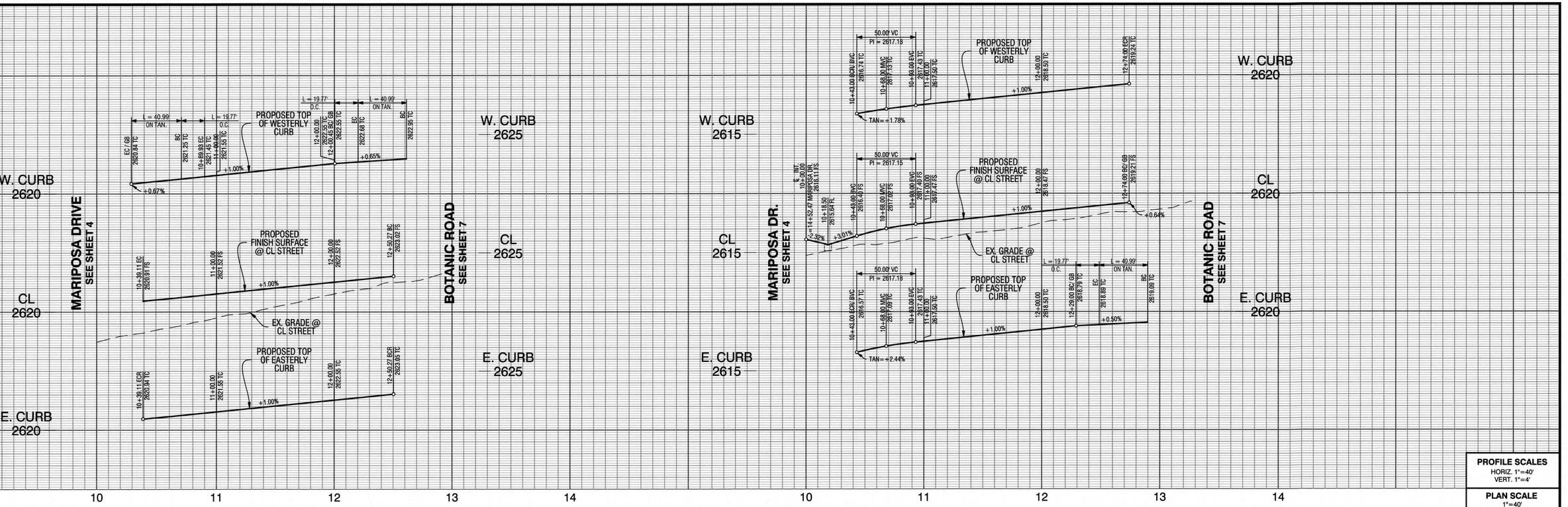
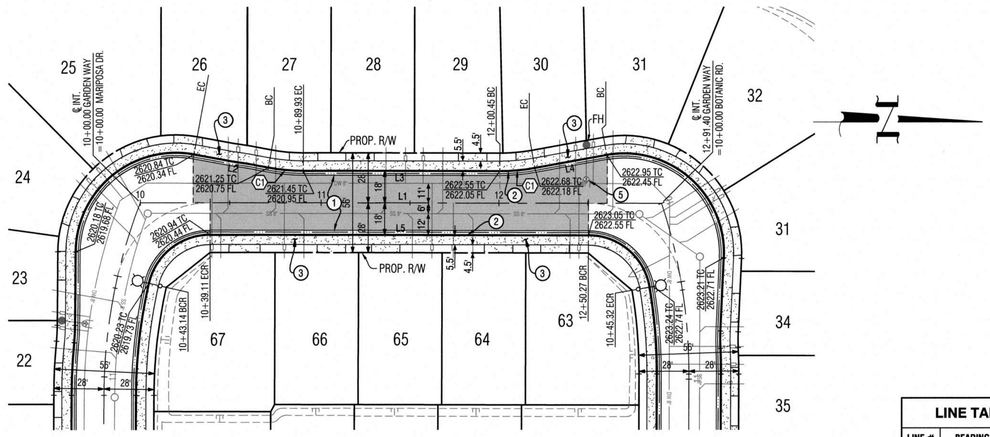
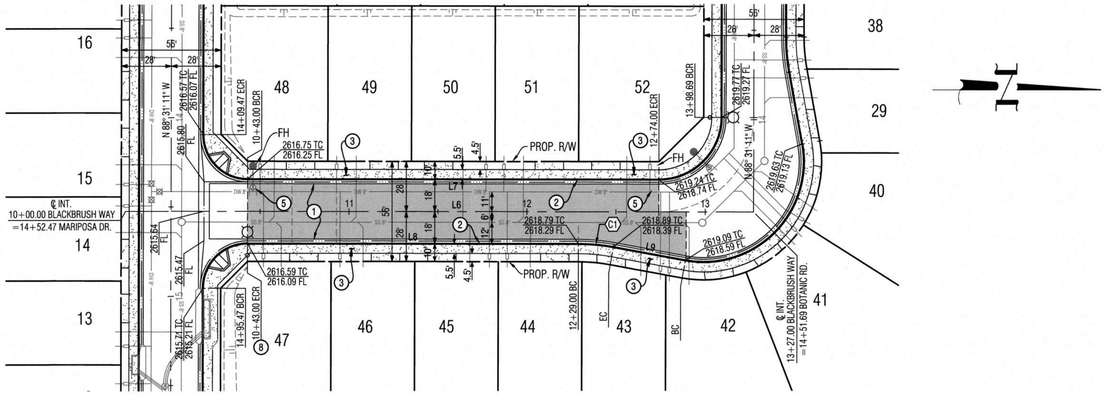




GARDEN WAY



BLACKBRUSH WAY

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	10° 17' 48"	110.00'	19.77'	9.91'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 1° 28' 49" E	291.36'
L2	S 11° 46' 36" W	40.99'
L3	S 1° 28' 49" W	110.52'
L4	S 8° 48' 59" E	40.99'
L5	N 1° 28' 49" E	211.16'
L6	N 1° 28' 49" E	327.00'
L7	S 1° 28' 49" W	231.00'
L8	N 1° 28' 49" E	186.00'
L9	N 11° 46' 36" E	40.99'

CONSTRUCTION NOTES:

1. CONSTRUCT 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB AND GUTTER (6") PER DET. SHT. NO. 2
3. CONSTRUCT SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
5. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
8. INSTALL LED SOLAR STREET LIGHT PER DET. SHT. NO. 2.

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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OR
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REVISIONS

MARK		APPR	DATE

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6/18/19
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STAGECOACH TOWN USA
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CITY OF BANNING

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6/25/19
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/26/19
DATE

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
GARDEN WAY STA. 10+00.00 TO 12+91.40
BLACKBRUSH WAY STA. 10+00.00 TO 13+27.00

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

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Created: 03.01.2019 09:15:40 AM Author:---
Last Edit: 06.17.2019 01:16:00 PM By: Station178
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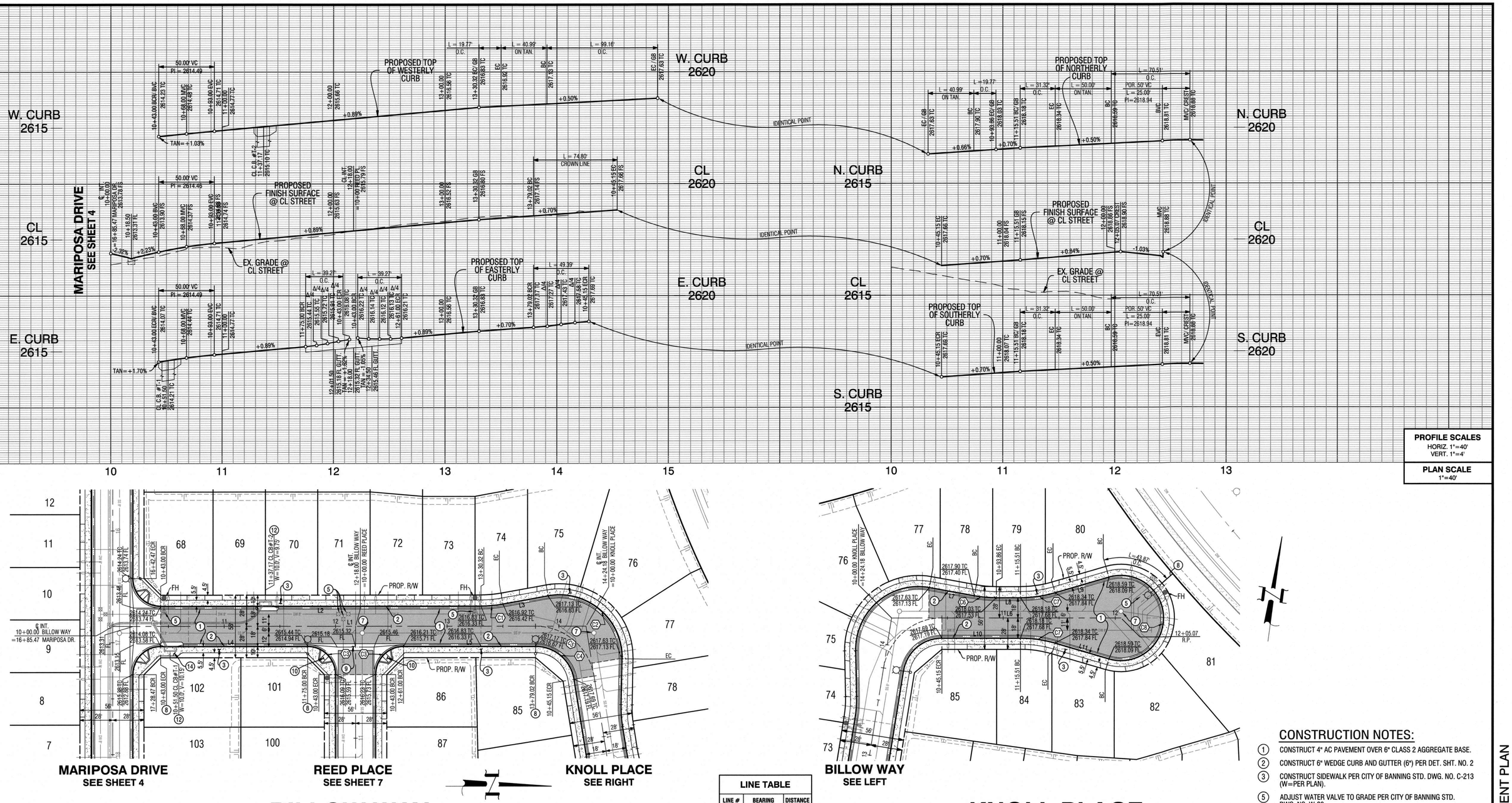

BILLOW WAY

KNOLL PLACE

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	10° 17' 50"	110.00'	19.77'	9.91'
C2	101° 27' 12"	56.00'	99.16'	68.48'
C3	90° 00' 00"	25.00'	39.27'	25.00'
C4	80° 51' 36"	35.00'	49.39'	29.82'
C5	80° 51' 36"	53.00'	74.80'	45.15'
C6	10° 17' 47"	110.00'	19.77'	9.91'
C7	16° 18' 41"	110.00'	31.32'	15.76'
C8	212° 37' 24"	38.00'	141.02'	129.85'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 1° 28' 49" E	424.18'
L2	S 1° 28' 49" W	287.32'
L3	S 8° 49' 01" E	40.99'
L4	N 1° 28' 49" E	132.00'
L5	N 1° 28' 49" E	118.02'
L6	N 82° 20' 25" E	205.07'
L7	N 87° 21' 48" W	40.99'
L8	S 82° 20' 25" W	21.66'
L9	S 66° 01' 44" W	50.00'
L10	N 82° 20' 25" E	70.36'
L11	S 81° 20' 54" E	50.00'

CONSTRUCTION NOTES:

1. CONSTRUCT 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB AND GUTTER (6") PER DET. SHT. NO. 2
3. CONSTRUCT SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
5. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
7. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
8. INSTALL LED SOLAR STREET LIGHT PER DET. SHT. NO. 2.
9. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 9.
10. CONSTRUCT MODIFIED ACCESS RAMP, TYPE 1, PER CITY OF BANNING STD. DWG. NO. C-214 AND DET. SHT. NO. 9.
12. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. NO. 9. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
14. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 9.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

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6/25/19 DATE
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ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/26/19 DATE

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
BILLOW WAY STA. 10+00.00 TO 14+24.18
KNOLL PLACE STA. 10+00.00 TO 12+05.07

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89424\engineering\plans\street
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Last Edit: 06.17.2019 01:16:00 PM By: Station178
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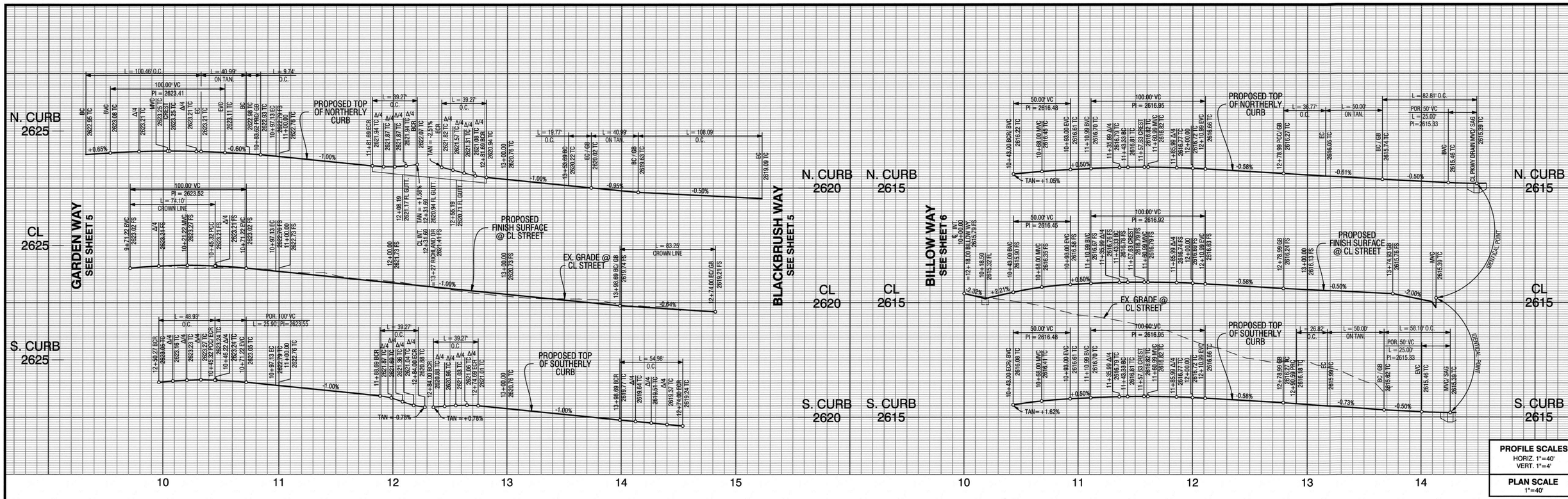
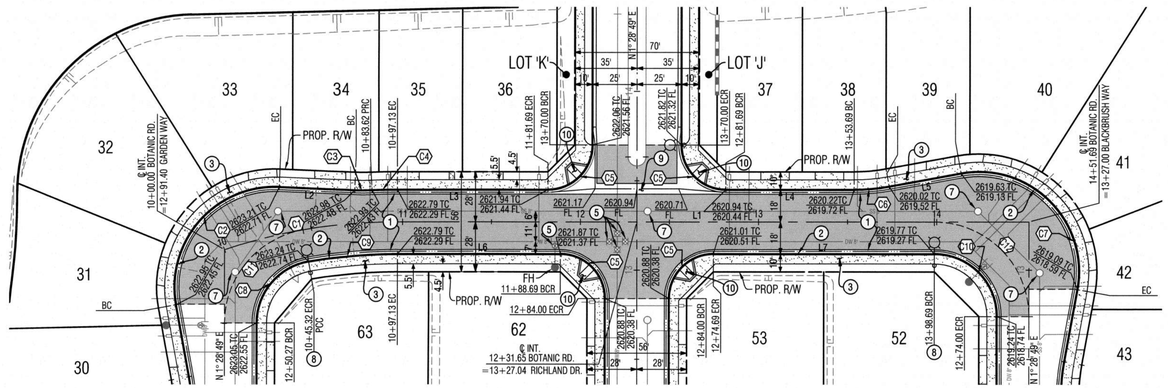
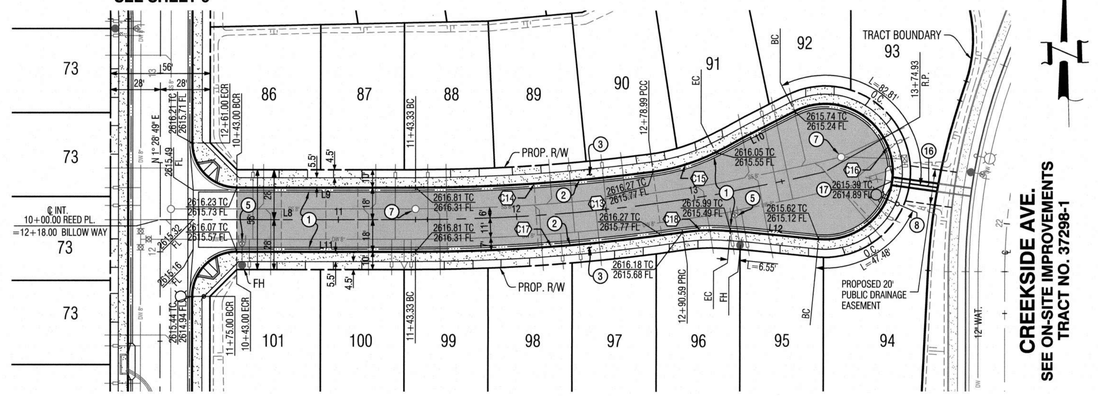


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



BOTANIC ROAD



REED PLACE

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	18° 33' 02"	300.00'	97.13'	48.99'
C2	102° 47' 23"	56.00'	100.47'	70.14'
C3	5° 04' 25"	110.00'	9.74'	4.87'
C4	2° 34' 50"	318.00'	14.32'	7.16'
C5	90° 00' 00"	25.00'	39.27'	25.00'
C6	10° 17' 48"	110.00'	19.77'	9.91'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C7	110° 35' 35"	56.00'	108.09'	80.86'
C8	80° 06' 20"	35.00'	48.93'	29.42'
C9	9° 53' 40"	282.00'	48.70'	24.41'
C10	90° 00' 00"	35.00'	54.98'	35.00'
C11	80° 06' 20"	53.00'	74.10'	44.56'
C12	90° 00' 00"	53.00'	83.25'	53.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C13	13° 16' 12"	1000.00'	231.61'	116.32'
C14	7° 46' 24"	981.97'	133.22'	66.71'
C15	19° 09' 12"	110.00'	36.77'	18.56'
C16	212° 27' 26"	38.00'	140.91'	130.55'
C17	8° 26' 15"	1018.00'	149.91'	75.09'
C18	13° 58' 06"	110.00'	26.82'	13.48'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 88° 31' 11" E	354.56'
L2	N 86° 01' 36" W	40.99'
L3	N 88° 31' 11" W	84.56'
L4	N 88° 31' 11" W	72.00'
L5	S 81° 11' 01" W	40.99'
L6	S 88° 31' 11" E	91.56'

LINE TABLE		
LINE #	BEARING	DISTANCE
L7	S 88° 31' 11" E	124.00'
L8	S 88° 31' 11" E	143.33'
L9	N 88° 31' 11" W	100.33'
L10	S 64° 33' 13" W	50.00'
L11	S 88° 31' 11" E	100.33'
L12	S 82° 59' 21" E	50.00'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB AND GUTTER (6") PER DET. SHT. NO. 2
3. CONSTRUCT SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
5. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
7. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
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9. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 9.
10. CONSTRUCT MODIFIED ACCESS RAMP, TYPE 1, PER CITY OF BANNING STD. DWG. NO. C-214 AND DET. SHT. NO. 9.
16. CONSTRUCT MODIFIED UNDER SIDEWALK DRAIN (REVERSE DRAINING) PER CITY OF BANNING STD. DWG. NO. C-218 AND DET. SHT. NO. 10.
17. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. NO. 10

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

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STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL
BOTANIC ROAD STA. 10+00.00 TO 14+51.69
REED PLACE STA. 10+00.00 TO 13+74.93

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

716

MDS Proj. Data: I:\8942\Engineering\plans\strwet
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MDS File: 8942A XRB STBDR (37474).dwg
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ATWELL DRIVE

SEE TR NO. 37298-1 OFF-SITE SIGNING & STRIPING IMPROVEMENT PLANS

LADDER CROSSWALK PER TR NO. 37298-1 ONSITE STREET PLAN

SEE TR NO. 37298-1 OFF-SITE SIGNING & STRIPING IMPROVEMENT PLANS

LANDMARK WAY

HIGHLAND SPRINGS AVENUE

SEE TR NO. 37298-1 OFF-SITE SIGNING & STRIPING IMPROVEMENT PLANS

CREEKSIDE AVENUE

SEE TR NO. 37298-1 OFF-SITE SIGNING & STRIPING IMPROVEMENT PLANS

TRACT BOUNDARY

LOT J

LOT K

PROP. R/W

ON ST. LIGHT

FH

STOP

BOTANIC ROAD

KNOLL PLACE

REED PLACE

MARIPOSA DRIVE

GARDEN WAY

RICHLAND DRIVE

BLACKBRUSH WAY

BILLOW WAY

LADDER CROSSWALK PER TR NO. 37298-1 ONSITE STREET PLAN

REQUIRED SCHOOL ZONE SIGNING AND STRIPING FOR FUTURE SCHOOL SITE (PA 20) BY OTHERS WITH DEVELOPMENT OF SCHOOL.

0 20 40 80 160

1"=40' GRAPHIC SCALE

			
(23) R1-1 30"X30"	(26) W14-2 30"X30"	(27) OM1-3 18"X18"	(28) R1-1 36"X36"

CONSTRUCTION NOTES:

(20) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

(21) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DET. SHT. NO. 10.

(22) INSTALL MODIFIED STREET NAME SIGN PER R.C.T.D. STD. DWG. NO. 816 AND DET. SHT. NO. 10.

(23) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. SHT. NO. 8.

(24) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D.

(25) INSTALL 12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.

(26) INSTALL W14-2 SIGN PER CA MUTCD AND DET. SHT. NO. 8.

(27) INSTALL OM1-3 MARKER PER CA MUTCD STD. AND DET. SHT. NO. 8.

(28) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. SHT. NO. 8.

(29) INSTALL TELESPAR SQUARE TUBULAR SIGN POST PER DET. SHT. NO. 2.

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20

6/19/19
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 Exp. 12-31-18 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

KEVIN D. SIN, RCE #71299 EXP. 12/31/19
SENIOR CIVIL ENGINEER

6/25/19
DATE

APPROVED BY:

ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

6/26/19
DATE

STREET SIGNING AND STRIPING IMPROVEMENT PLAN

TRACT NO. 37474
ATWELL

W.O. No.

CIP No.

PROJECT No.

SHEET 8 OF 10

TRACT NO. 37474 STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89424\ENGINEERING\Plans\Street Created: 09.27.2018 02:41:06 PM Author:---- Last Edit: 06.18.2019 08:30:49 AM By: Station178

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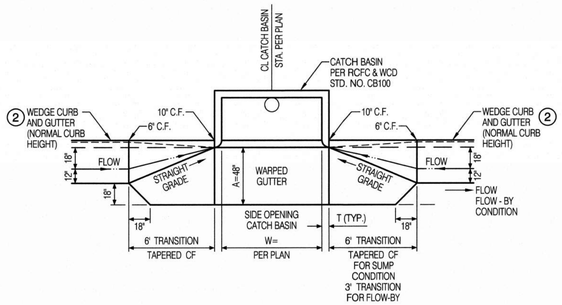
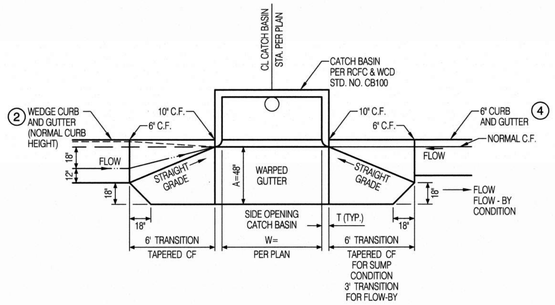


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED. T=SEE STANDARD DRAWING 300(A) DIMENSIONS. W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

12 MODIFIED LOCAL DEPRESSION
R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS



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2. A=4 FEET UNLESS OTHERWISE SPECIFIED. T=SEE STANDARD DRAWING 300(A) DIMENSIONS. W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
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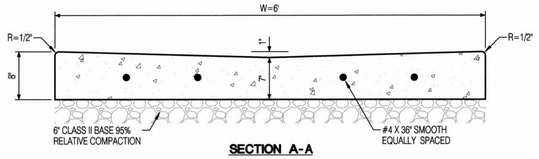
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

18 MODIFIED LOCAL DEPRESSION
R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS



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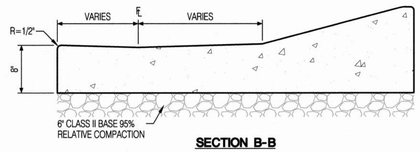

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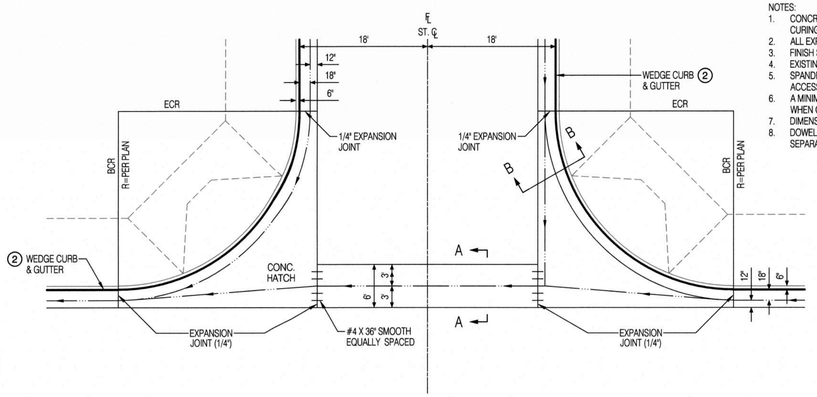
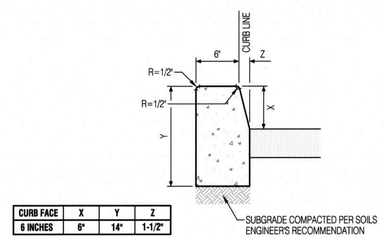


9 MODIFIED CROSS GUTTER
CITY STD. DWG. NO. C-211
NTS

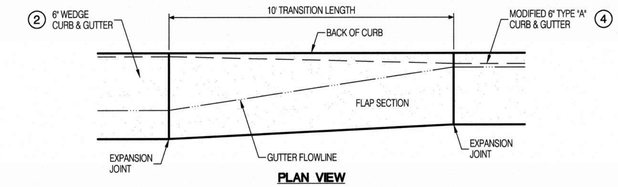
NOTES:
1. CONCRETE SHALL BE CLASS 560-C-3250 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. SPANDREL WEAKENED PLANE JOINT LOCATIONS WILL BE DETERMINED BY ACCESS RAMP LOCATIONS.
6. A MINIMUM OF 1' WIDE AC PAVEMENT (FULL DEPTH) REPAIR PATCH IS REQUIRED WHEN CROSS-GUTTER IS PLACED ADJACENT TO EXISTING A.C. PAVEMENT.
7. DIMENSIONS MAY BE INCREASED DEPENDING ON DRAINAGE CONSIDERATIONS.
8. DOWELS REQUIRED WHEN CROSS-GUTTER AND SPANDREL POURED SEPARATELY.



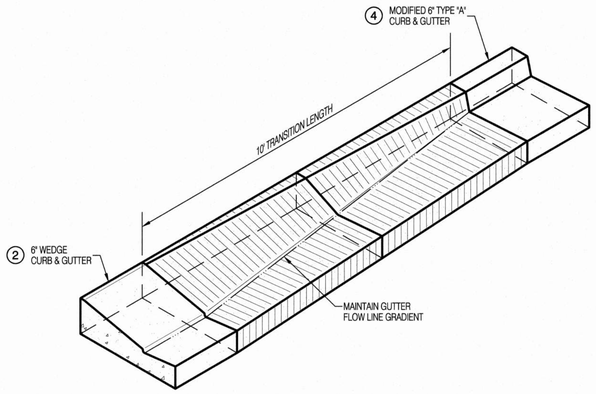
CURB FACE	X	Y	Z
6 INCHES	6"	14"	1-1/2"

NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2 RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL BE SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. CURBS SHALL HAVE EXPANSION JOINTS AT B.C.R. AND E.C.R. AND WEAKENED PLANE JOINTS AT 10' INTERVALS ONLY; NO SCORELINE ALLOWED.
6. WHEN CURB IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.

11 MODIFIED TYPE "D" CURB ONLY (6")
CITY STD. DWG. NO. C-203 (NO CLASS 2 AGGREGATE BASE)
NTS



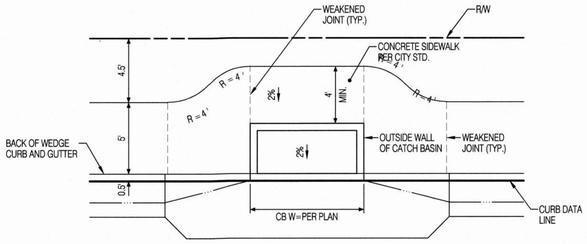
PLAN VIEW



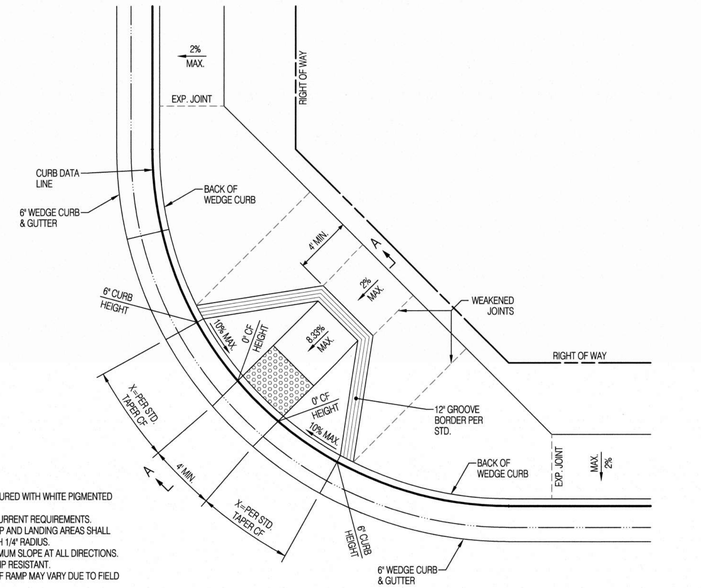
ISOMETRIC VIEW

13 CURB AND GUTTER TRANSITION
NTS

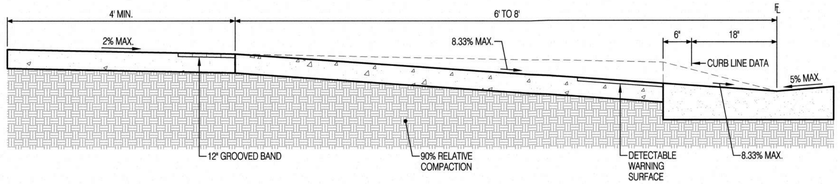
CONSTRUCTION NOTES:
2 CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4 CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY OF BANNING STD. DWG. NO. C-200 AND DET. SHT. NO. 2. (NO CLASS 2 AGGREGATE BASE).



14 EXTENDED SIDEWALK AT CATCH BASIN
CB #I-4 & CB #T-1
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL ACCESS RAMPS SHALL CONFORM TO ADA CURRENT REQUIREMENTS.
3. P.C.C. THICKNESS OF 4" FROM BCR TO ECR, RAMP AND LANDING AREAS SHALL BE MONOLITHIC JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
4. LANDING AT TOP OF RAMP SHALL HAVE 2% MAXIMUM SLOPE AT ALL DIRECTIONS.
5. RAMP SURFACE AND FLARED SIDES SHALL BE SLIP RESISTANT.
6. DIMENSIONS SHOWN FOR SLOPING PORTIONS OF RAMP MAY VARY DUE TO FIELD CONDITIONS.
7. WHERE NEW SIDEWALK JOINS EXISTING WITH DIFFERENT WIDTHS, A 5:1 TRANSITION IS REQUIRED.
8. DETECTABLE WARNING MATERIAL TO BE APPROVED BY CITY ENGINEER.



SECTION A-A

10 MODIFIED ACCESS RAMP, TYPE I
CITY STD. DWG. NO. C-214
NTS

TRACT NO. 37474, STREET IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/19/19

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19
SENIOR CIVIL ENGINEER
DATE 6/25/19

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 6/26/19

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL

DETAILS

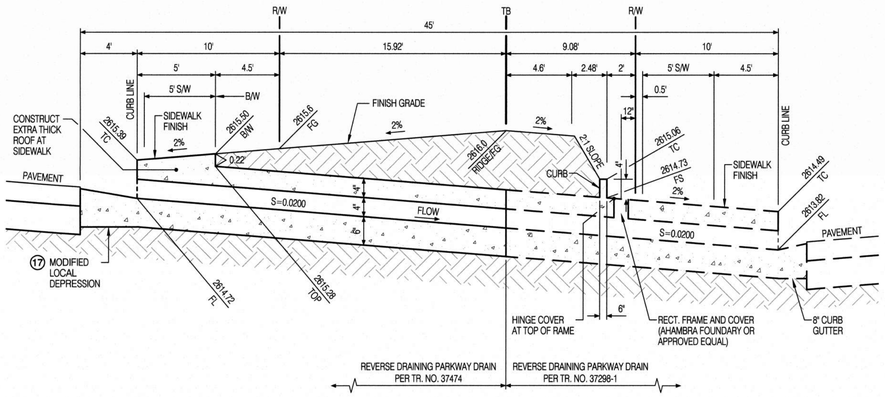
W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 10

MDS File: 89424 37474 STSht09 SE.dwg
Created: 06.17.2019 05:05:09 PM Author: ----
Last Edit: 06.17.2019 05:05:09 PM By: Station178
Plot Scale: 0.386863 Dwg Scale: ----
Plot Date: 06.18.2019 9:40:01 AM By: station178

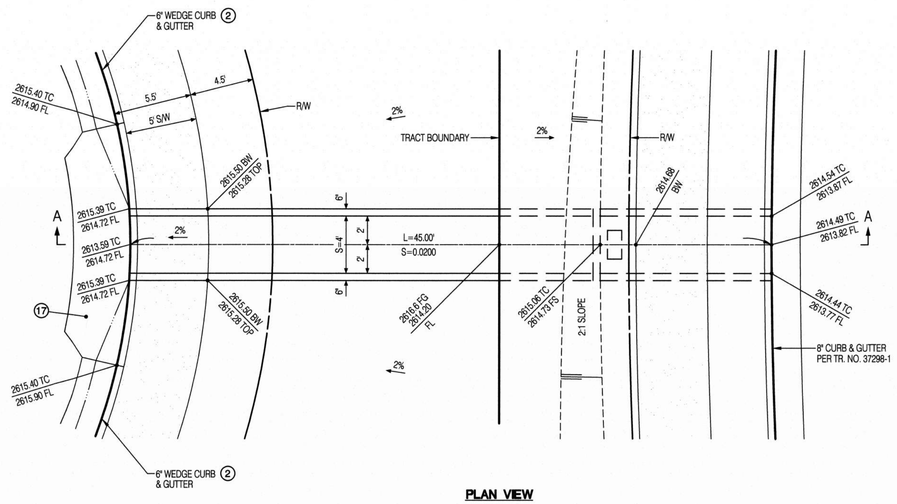
CONSTRUCTION NOTES:

(2) CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.

(17) CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. THIS SHT.



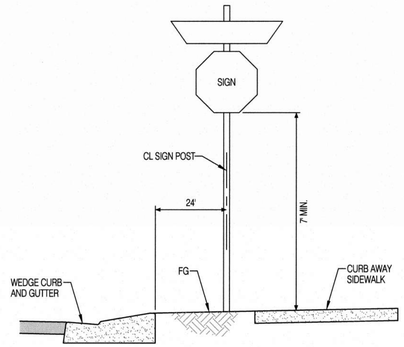
SECTION A-A



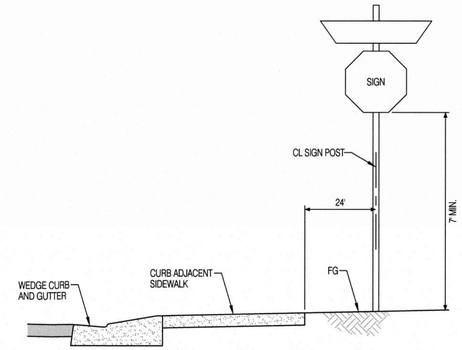
PLAN VIEW

MODIFIED UNDER SIDEWALK DRAIN (REVERSE DRIANING)

(16) CITY STD. DWG. NO. C-218
NTS



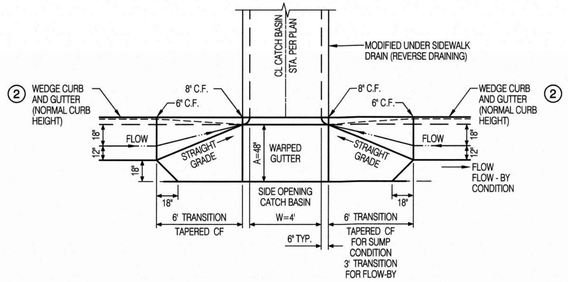
AT CURB-AWAY SIDEWALK
NTS



AT CURB ADJACENT SIDEWALK
NTS

(21)(22) SIGN AND POST

R.C.T.D. STD. DWG. NO. 816



NOTES:
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4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

(17) MODIFIED LOCAL DEPRESSION

R.C.F.C. & W.C.D. STD. DWG. NO. LD201, SUMP CONDITION, CASE C
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
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PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/26/19 DATE

STREET IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL

DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 10

TRACT NO. 37474, STREET IMPROVEMENT PLAN

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37474

WATER IMPROVEMENT PLAN

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 3/4" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND DEEDED TO THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE BRONZE, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

LEGAL DESCRIPTION

PORTIONS OF LOTS 2 & 5; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3260
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(866) 417-1039
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 748- 6649
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7926

BENCHMARK

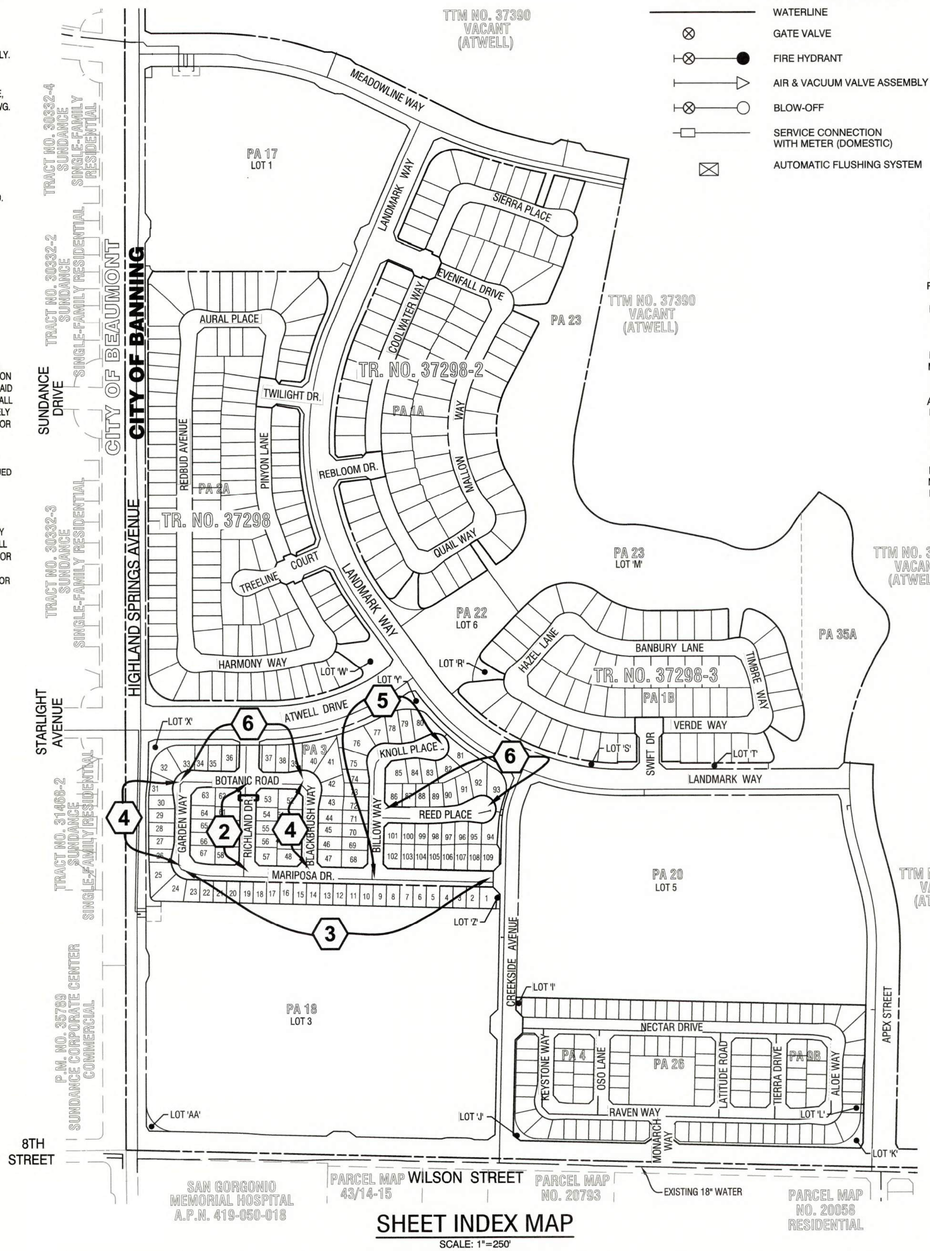
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.
ELEVATION=2534.10

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-002, -005, -007



SHEET INDEX MAP

SCALE: 1"=250'

WATER LEGEND

- EX. 8" DW — EXISTING WATERLINE OR PROPOSED BY OTHERS
- WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- AUTOMATIC FLUSHING SYSTEM

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET 1 TITLE SHEET AND SHEET INDEX MAP
SHEETS 2 - 6 WATER PLANS AND PROFILE

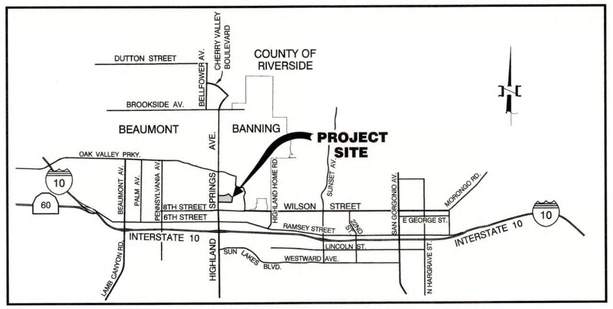
WATER ZONE

FOOTHILL WEST ZONE (2822)

ABBREVIATIONS

HP	HIGH POINT	CL	CENTERLINE
LP	LOW POINT	F.F.	FINISHED FLOOR
PI	POINT OF INTERSECTION	BCR	BEGIN CURB RETURN
SD	STORM DRAIN	ECR	END CURB RETURN
SS	SANITARY SEWER	FG	FINISHED GRADE
DW	POTABLE WATER	TG	TOP OF GRATE
RCW	NON-POTABLE WATER	INV	INVERT
G	GAS	LF	LINEAR FEET
NO.	NUMBER	EA	EACH
Δ	DELTA	SF	SQUARE FEET
R	RADIUS	CY	CUBIC YARDS
L	LENGTH	AC	ASPHALT CONCRETE
MIN	MINIMUM	AB	AGGREGATE BASE
MAX	MAXIMUM	CONC	CONCRETE
ST	STREET	RCP	REINFORCED CONCRETE PIPE
PA	PLANNING AREA	CMP	CORRUGATED METAL PIPE
AVG.	AVERAGE	NG	NATUIRAL GROUND
R/W	RIGHT OF WAY	CF	CURB FACE
RW	RETAINING WALL	TYP	TYPICAL
TC	TOP OF CURB	PVC	POLYVINYL CHLORIDE PIPE
GB	GRADE BREAK	VCP	VITREOUS CONCRETE PIPE
FL	FLOWLINE	FS	FINISH SURFACE
BVC	BEGIN VERTICAL CURVE	DET.	DETAIL
MVC	MIDDLE VERTICAL CURVE		
EVC	END VERTICAL CURVE		
VC	VERTICAL CURVE		
EX.	EXISTING		

250 0 125 250 500 1000
(1"=250')

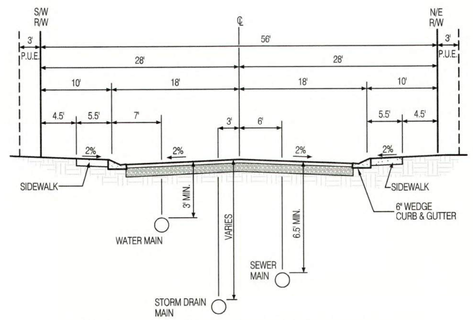


VICINITY MAP

NOT TO SCALE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" D.I.P. PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG NO. W-31	LF	3,702
2	INSTALL 8" GATE VALVE PER CITY STD. W-20	EA	16
3	INSTALL 8" D.I.P. TEE	EA	4
5	INSTALL 8" - 45° D.I.P. ELBOW	EA	5
6	INSTALL 8" - 22.5° D.I.P. ELBOW	EA	3
7	INSTALL 8" - 11.25° D.I.P. ELBOW	EA	3
8	INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")	EA	12
9	INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. W-15	EA	2
11	ADJUST VALVE COVER TO GRADE PER CITY STD. STD. DWG. NO. W-20	EA	28
12	REMOVE 8" BLIND FLANGE AND JOIN WATER MAIN PER TR. NO. 37298-1	EA	2
13	INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. W-4	EA	109
14	INSTALL 8" D.I.P. CROSS	EA	1
15	INSTALL DEAD END AUTOMATIC FLUSHING SYSTEM PER DETAIL ON SHEET 2	EA	2
16	INSTALL 2" POTABLE COPPER SERVICE INSTALLATION PER CITY STD. W-7 FOR AUTOMATIC FLUSHING SYSTEM PER DETAIL ON SHEET 2	EA	2
17	INSTALL 8" D.I.P. BLIND FLANGE	EA	2



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
7/5/2019

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7/17/19 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
7/5/2019 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/5/19 DATE

WATER IMPROVEMENT PLAN
TRACT NO. 37474
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 6

MDS Proj. Data: I:\89424-ENGINEERING\Plans\Water
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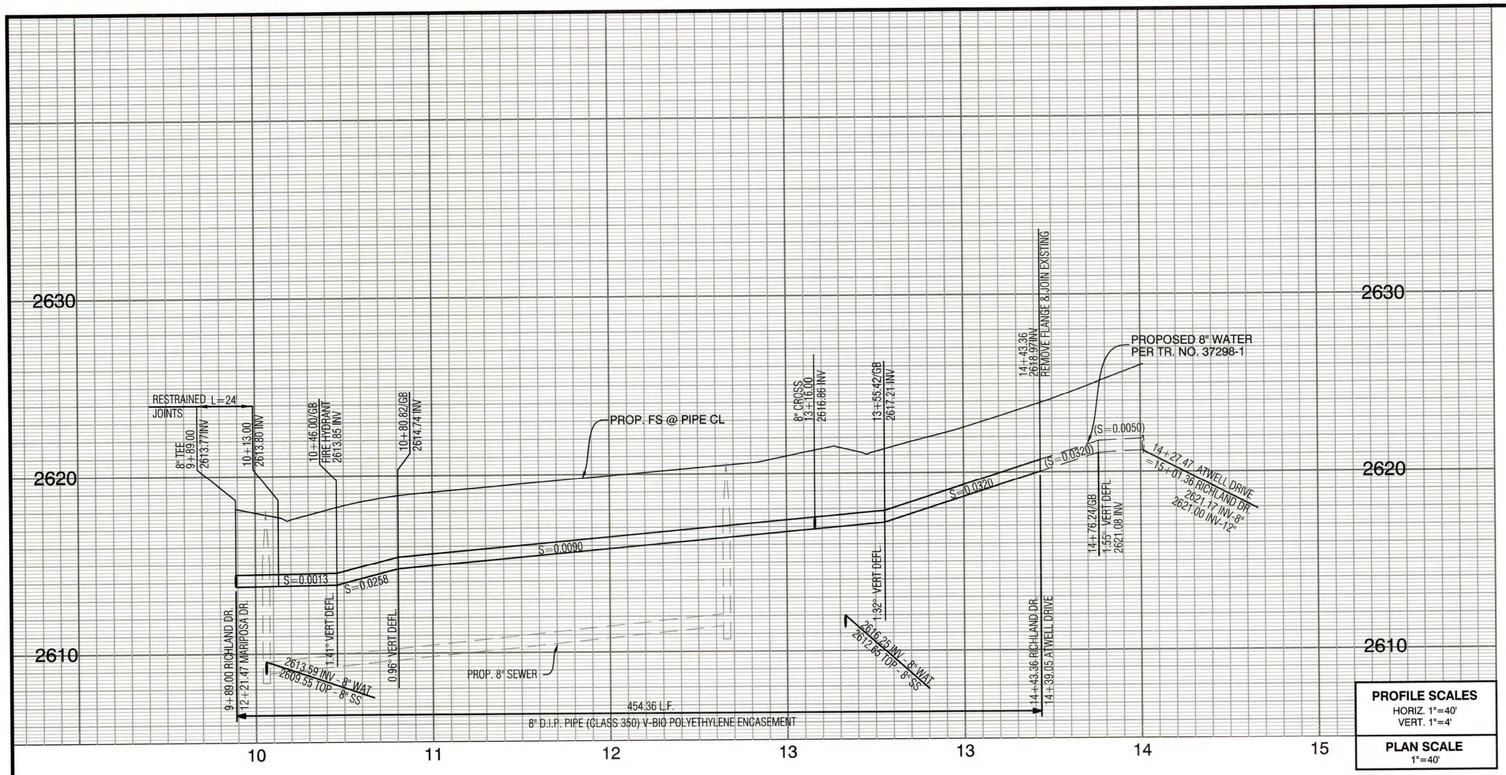
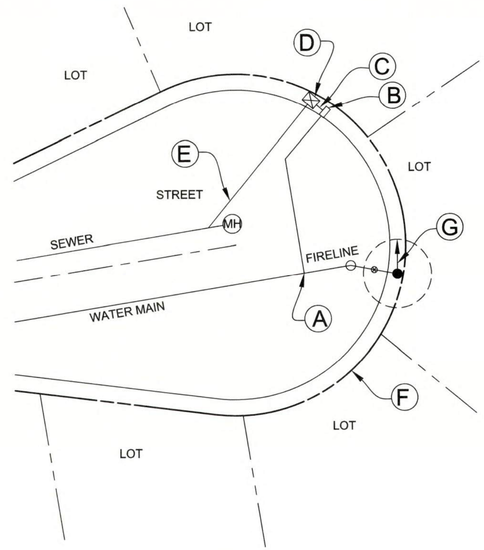
TRACT NO. 37474, WATER IMPROVEMENT PLAN

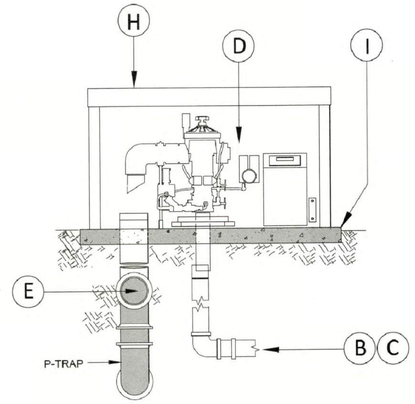


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



PLAN VIEW
NOT TO SCALE

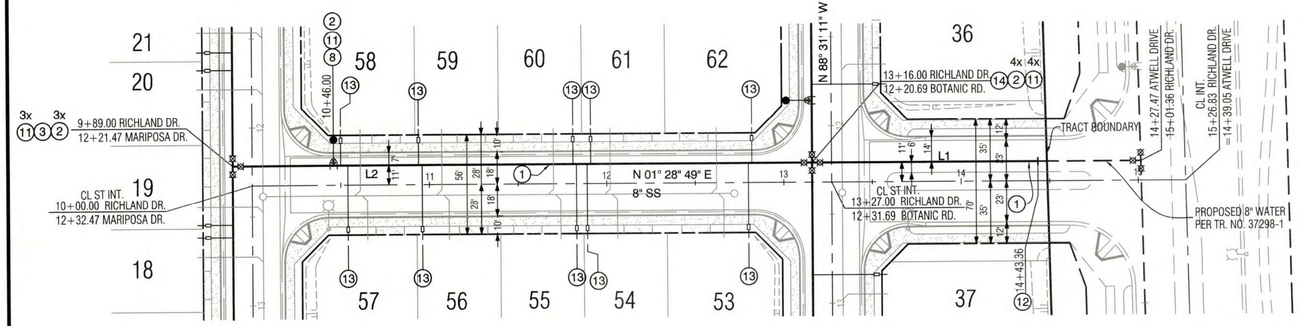


SECTION ELEVATION
NOT TO SCALE

	DESCRIPTION
(A)	2" SERVICE LINE POINT OF CONNECTION. REFER TO CITY STD. PLAN W-7
(B)	2" WATER METER. SEE STANDARD PLAN W-7 (FROM 2" WATER METER)
(C)	WATER CONNECTION 2" COPPER PIPE & BRASS. FITTINGS AS NECESSARY TO MAKE CONNECTION COMPLETE.
(D)	FLUSHING SYSTEM (ECLIPSE i-SERIES, #9800WC-i, OR APPROVED EQUAL)
(E)	PROVIDE & INSTALL 6" PVC PIPE & FITTINGS. SLOPE @ 2% MIN. TO SEWER SYSTEM AND CONNECT TO SYSTEM PER UTILITY REQUIREMENTS. PROVIDE AND INSTALL P-TRAP & CLEANOUTS FOR ANY CHANGE IN DIRECTIONS EQUAL TO OR GREATER THAN 45°. ALSO SEE SEWER IMPROVEMENT PLANS
(F)	PROPERTY RIGHT OF WAY
(G)	3' CLEARANCE (ALL AROUND) FIRE HYDRANT
(H)	LOCKABLE POWDER-COATED ALUMINUM THERMAL INSULATED ENCLOSURE (R-9 RATED)
(I)	5" THICK X 4'L x 3'W CONCRETE PAD (CLASS 560-C-3250 CONCRETE)

NOTES:
1. LOCATION SHALL BE PROPOSED BY THE DESIGN ENGINEER AND APPROVED BY CITY

(15)(16) DEAD END AUTOMATIC FLUSHING SYSTEM
N.T.S.



SEE SHEET 3
MARIPOSA DRIVE

SEE SHEET 6
BOTANIC ROAD

ATWELL DRIVE
SEE ON-SITE IMPROVEMENTS
TRACT NO. 37298-1

RICHLAND DRIVE

0 20 40 80 160
1" = 40' GRAPHIC SCALE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	127.36'
L2	N 01°28'49" E	327.00'

WATER CONSTRUCTION NOTES:

(1) INSTALL 8" D.I.P. PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG NO. W-31
(2) INSTALL 8" GATE VALVE PER CITY STD. W-20
(3) INSTALL 8" D.I.P. TEE
(8) INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
(11) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(12) REMOVE 8" BLIND FLANGE AND JOIN WATER MAIN PER TR. NO. 37298-1
(13) INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. W-4
(14) INSTALL 8" D.I.P. CROSS

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OR
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/19/19

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
DATE 7/5/2019

APPROVED BY:
ARTURO VELA, RCE #75996 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/5/19

WATER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
RICHLAND DRIVE
STA. 9+98.00 TO 14+43.36

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 6

MDS Proj. Data: I:\09424\ENGINEERING\Plans\Water
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Last Edit: 06.17.2019 09:51:04 AM By: Jchu

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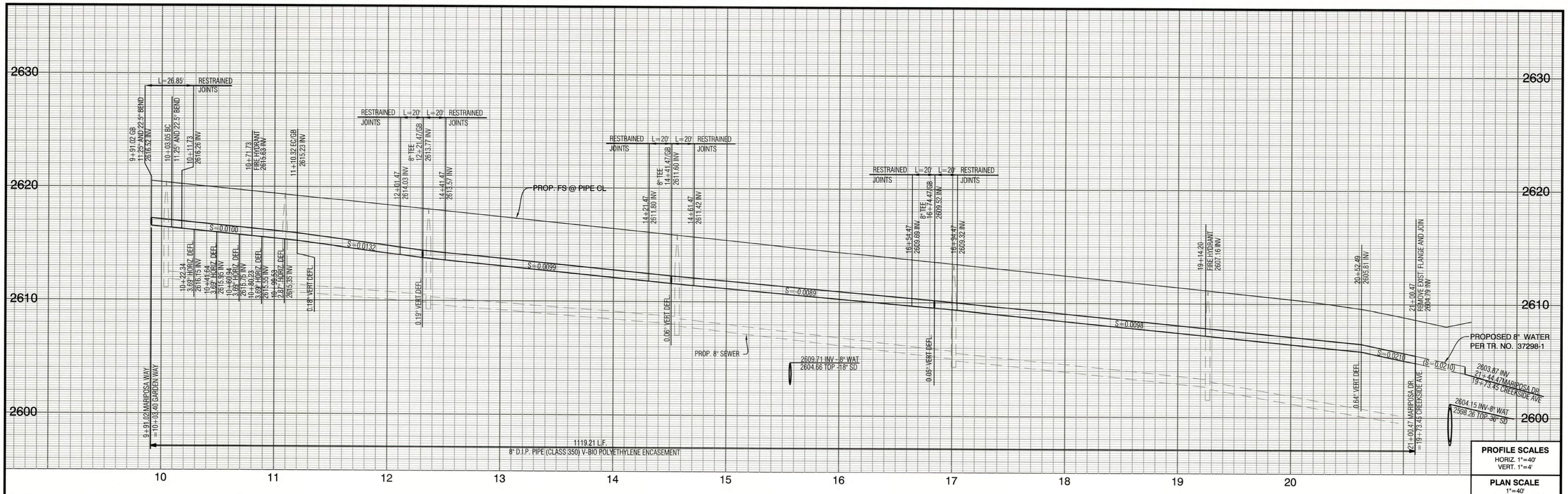
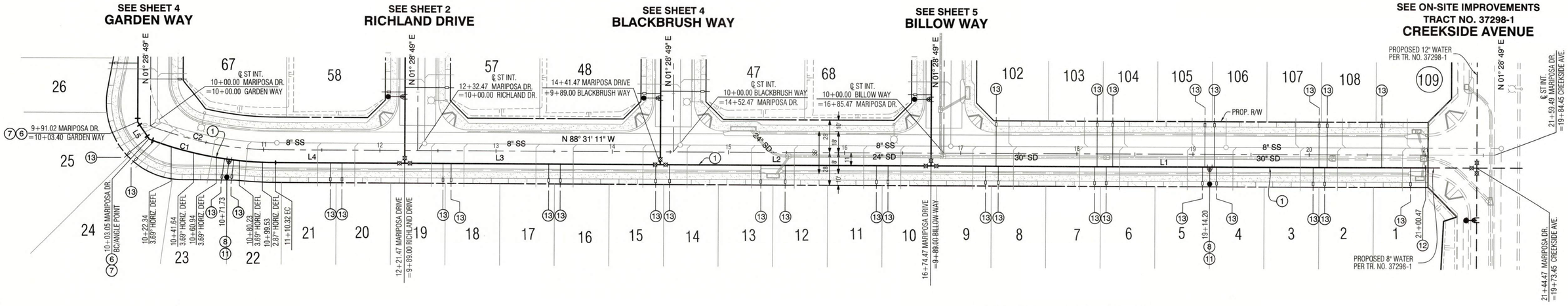
TRACT NO. 37474, WATER IMPROVEMENT PLAN





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°31'11"W	426.00'
L2	N 88°31'11"W	233.00'
L3	N 88°31'11"W	220.00'
L4	N 88°31'11"W	111.15'
L5	N 88°31'11"W	17.85'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	20°29'16"	311.00'	111.21'	56.20'
C2	21°04'12"	300.00'	110.32'	55.79'

0 20 40 80 160
1"=40' GRAPHIC SCALE

MARIPOSA DRIVE

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG NO. W-31
6. INSTALL 8" - 22.5° D.I.P. ELBOW
7. INSTALL 8" - 11.25° D.I.P. ELBOW
8. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
11. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
12. REMOVE 8" BLIND FLANGE AND JOIN WATER MAIN PER TR. NO. 37298-1
13. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. W-4

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE 4/17/19

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
DATE 7/5/2019

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/5/19

WATER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
MARIPOSA DRIVE
STA. 9+91.02 TO 21+00.47

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 6

TRACT NO. 37474, WATER IMPROVEMENT PLAN

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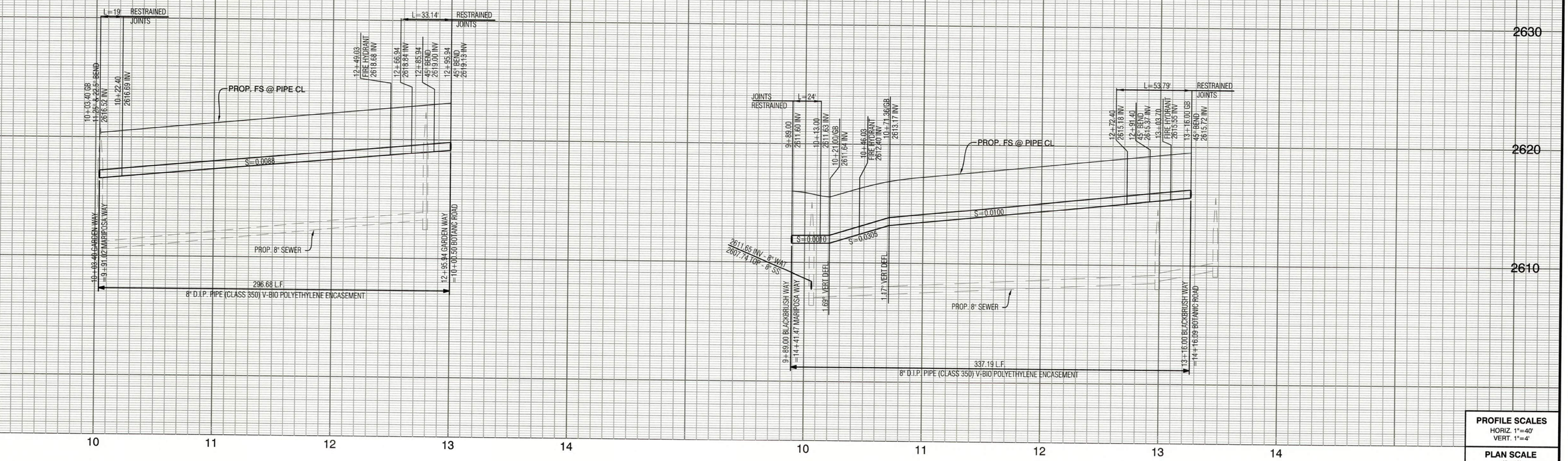
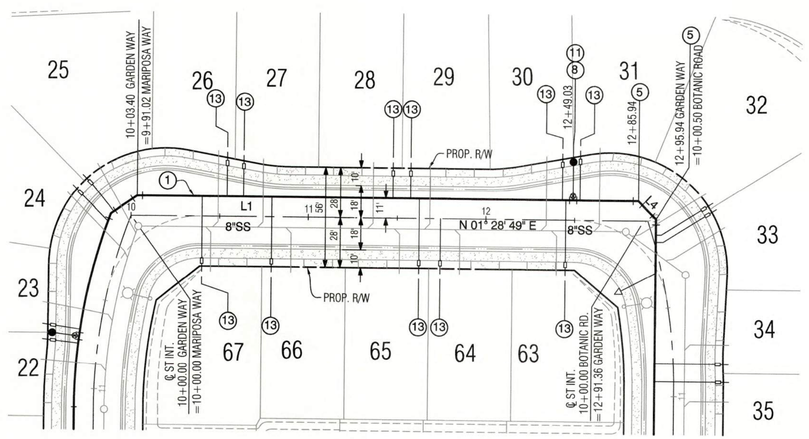
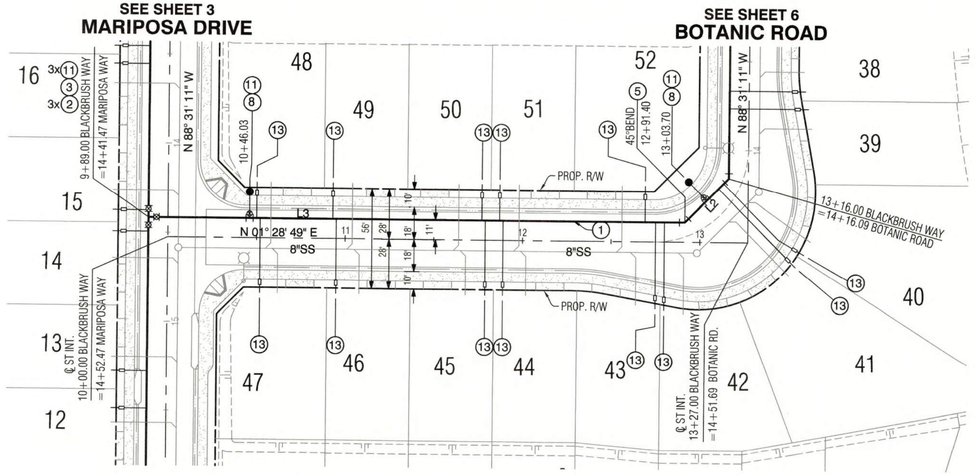


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



GARDEN WAY



BLACKBRUSH WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	292.54'
L2	N 43°31'11" W	34.79'
L3	N 01°28'49" E	302.40'
L4	N 46°28'49" E	14.14'

0 20 40 80 160
1"=40' GRAPHIC SCALE

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG NO. W-31
2. INSTALL 8" GATE VALVE PER CITY STD. W-20
3. INSTALL 8" D.I.P. TEE
5. INSTALL 8" - 45° D.I.P. ELBOW
8. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
11. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
13. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. W-4

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REVISIONS

MARK	APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7/17/19 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
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CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
7/5/2019 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/8/19 DATE

WATER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
GARDEN WAY STA. 10+03.40 TO 12+95.94
BLACKBRUSH WAY STA. 9+89.00 TO 13+16.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 6

TRACT NO. 37474, WATER IMPROVEMENT PLAN

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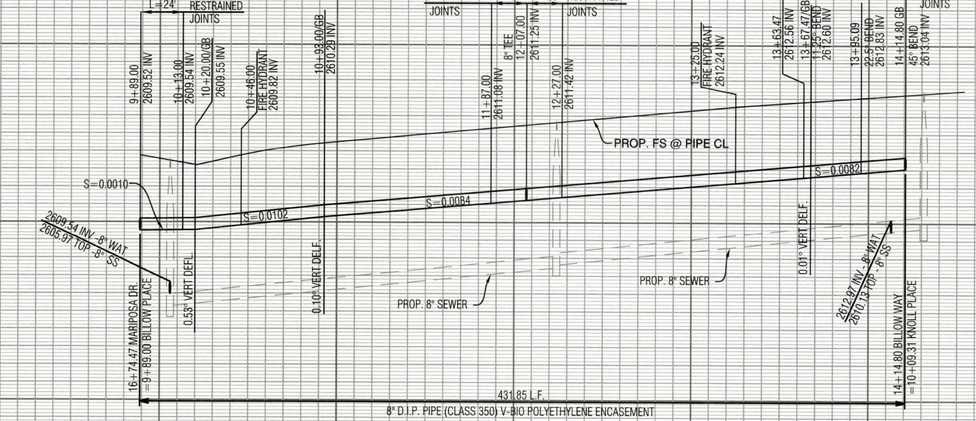
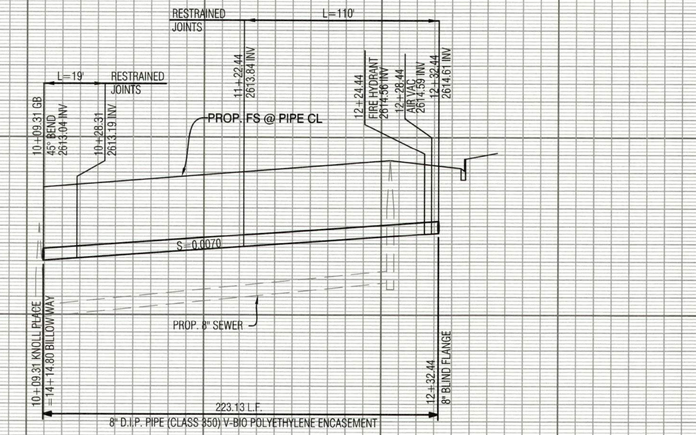
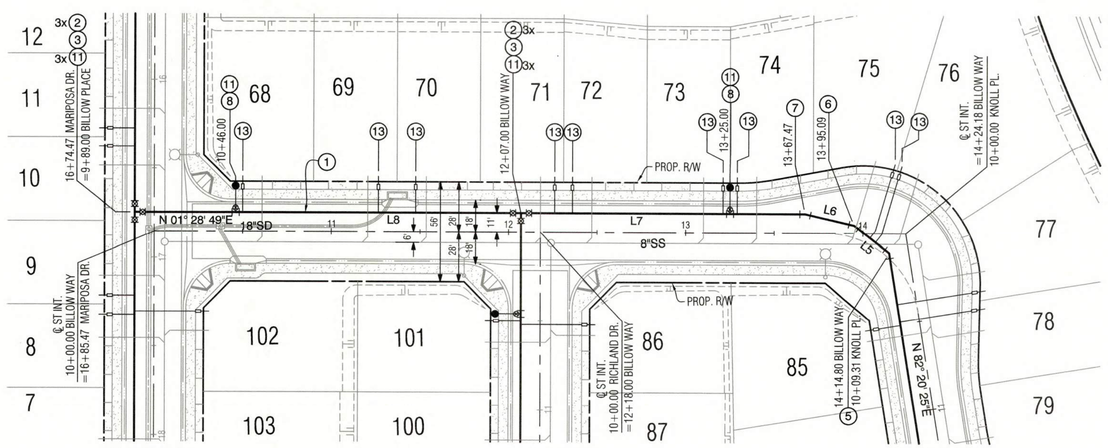




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



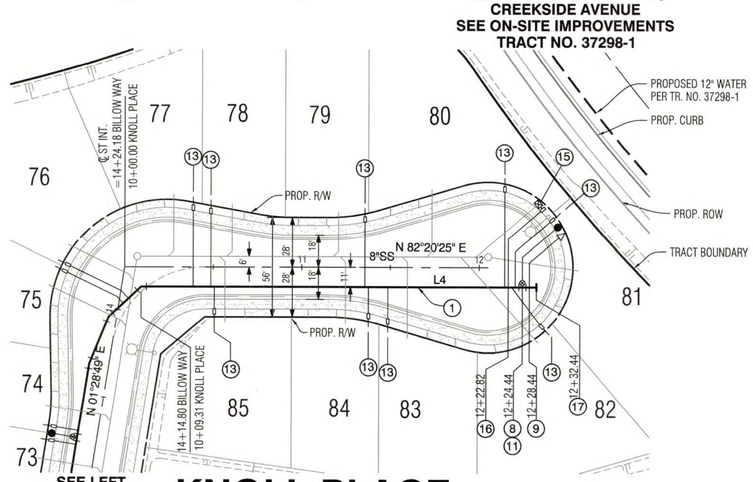
SEE SHEET 3
MARIPOSA DRIVE

SEE SHEET 6
REED PLACE

SEE RIGHT
KNOLL PLACE

BILLOW WAY

LINE TABLE		
LINE	BEARING	DISTANCE
L4	N 82°20'25" E	223.13'
L5	N 39°26'25" E	25.00'
L6	N 14°50'25" E	28.38'
L7	N 1°28'49" E	160.47'
L8	N 1°28'49" E	218.00'



SEE LEFT
BILLOW WAY

KNOLL PLACE

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG NO. W-31
2. INSTALL 8" GATE VALVE PER CITY STD. W-20
3. INSTALL 8" D.I.P. TEE
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15. INSTALL DEAD END AUTOMATIC FLUSHING SYSTEM PER DETAIL ON SHEET 2
16. INSTALL 2" POTABLE COPPER SERVICE INSTALLATION PER CITY STD. W-7
17. INSTALL 8" D.I.P. BLIND FLANGE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/17/19

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
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SENIOR CIVIL ENGINEER
DATE 7/5/2019

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/5/19

WATER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
BILLOW WAY STA. 9+89.00 TO 14+14.80
KNOLL PLACE STA. 10+09.31 TO 12+32.44

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 6

TRACT NO. 37474, WATER IMPROVEMENT PLAN

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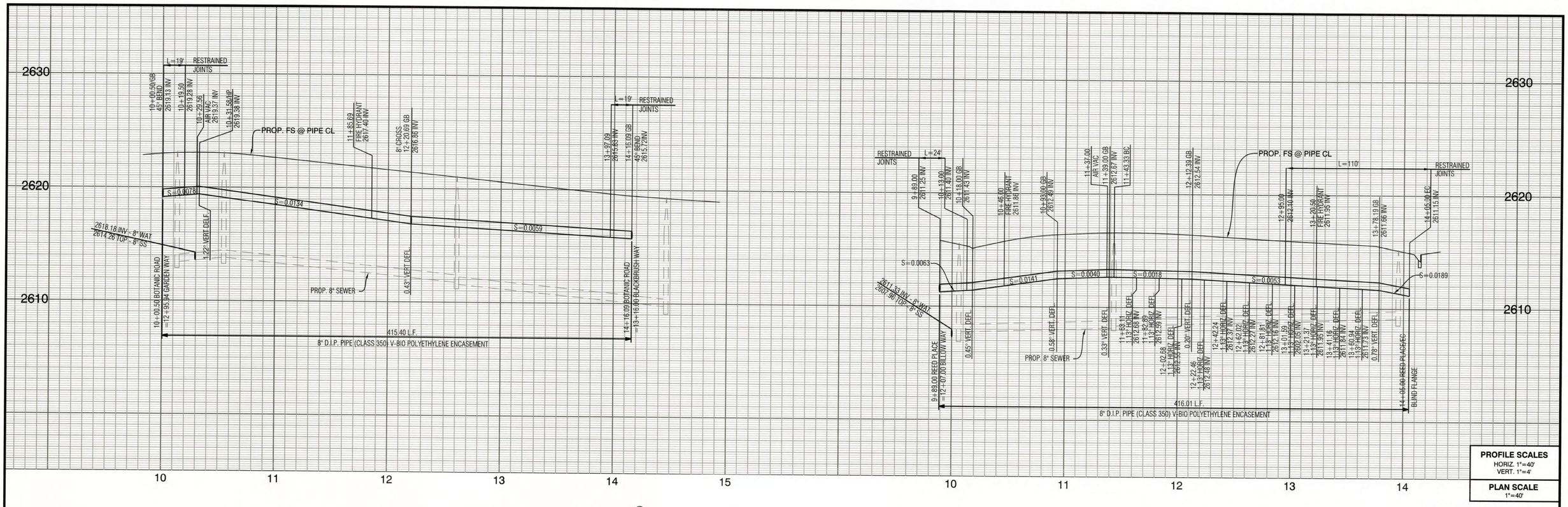
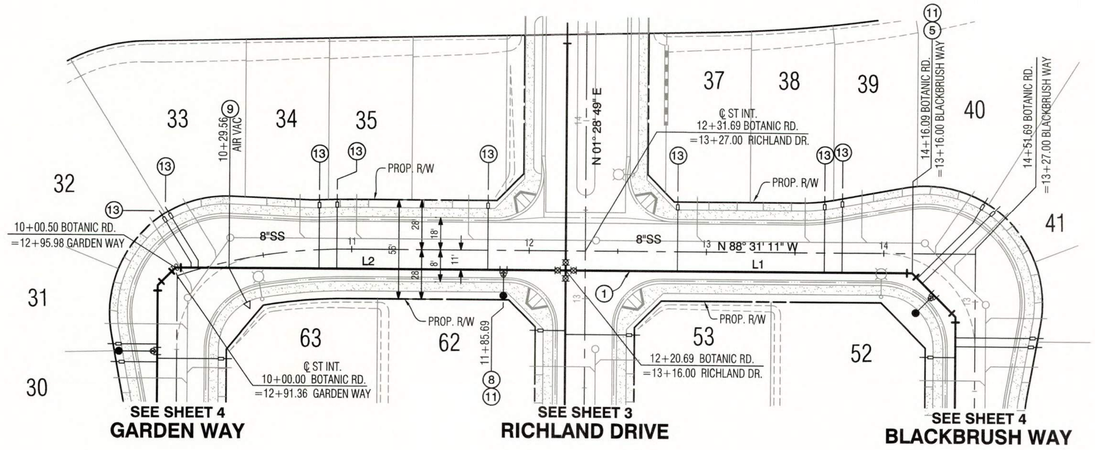
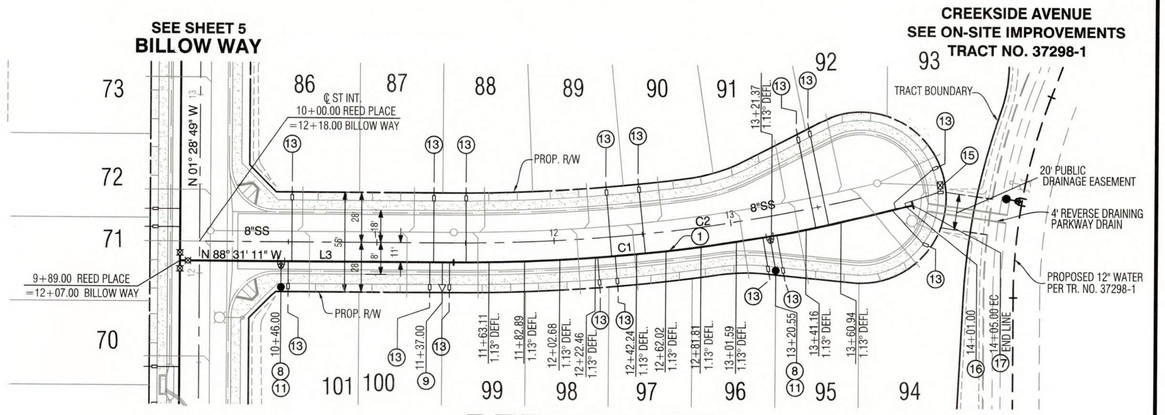




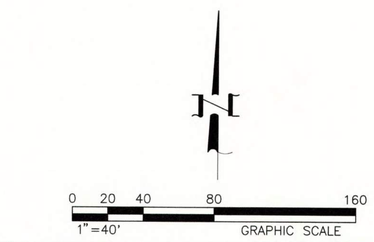


BOTANIC ROAD

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°31'11" W	195.40'
L2	N 88°31'11" W	220.00'
L3	N 88°31'11" W	154.33'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	14°49'48"	1011.00'	261.68	131.57'
C2	13°16'12"	1000.00'	231.61'	116.32'

REED PLACE



WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG NO. W-31
5. INSTALL 8" - 45° D.I.P. ELBOW
8. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
9. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. W-15
11. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
13. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. W-4
15. INSTALL DEAD END AUTOMATIC FLUSHING SYSTEM PER DETAIL ON SHEET 2
16. INSTALL 2" POTABLE COPPER SERVICE INSTALLATION PER CITY STD. W-7
17. INSTALL 8" D.I.P. BLIND FLANGE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 — SENIOR CIVIL ENGINEER — DATE 7/5/2019
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 7/10/19

WATER IMPROVEMENT PLAN
TRACT NO. 37474
ATWELL - ON-SITE
BOTANIC ROAD REED PLACE
STA. 10+00.50 TO 14+16.09 STA. 9+89.00 TO 13+14+32.20

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 6

TRACT NO. 37474, WATER IMPROVEMENT PLAN

MDS Proj. Data: 189424\engineering\plans\water
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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37298-1

ON-SITE SEWER AND WATER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 3/4" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND DEEDED TO THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE BRONZE, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHEN REQUIRED.

NOTE FOR SEWER AND WATER TRENCH BACKFILL:
USE CITY STANDARD NO. S-15, S-16, S-17 FOR SEWER TRENCH BACKFILL
USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

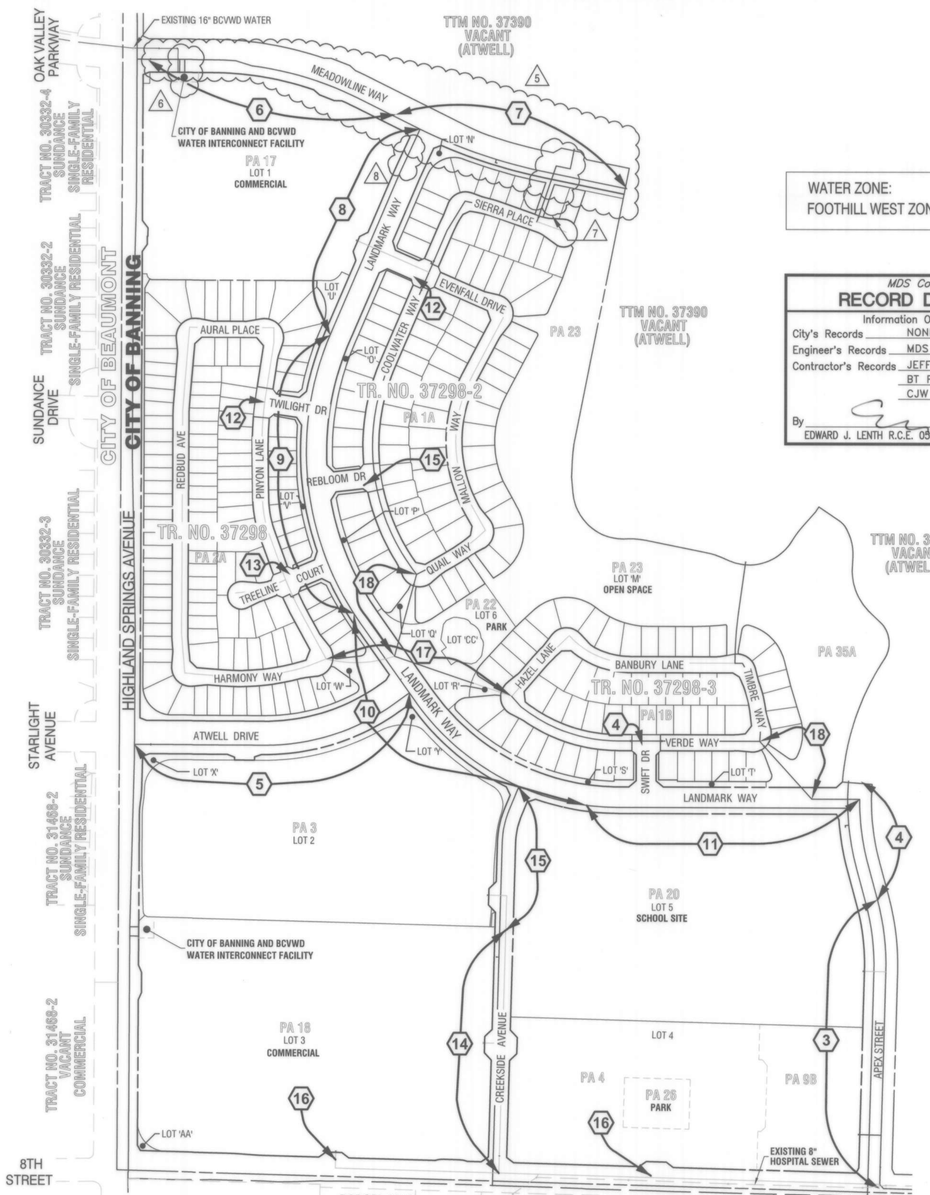
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

408-120-001 THROUGH -005, -007 THROUGH -009
PORTIONS OF 408-120-006, -010, -012, -019, -020



SHEET INDEX MAP

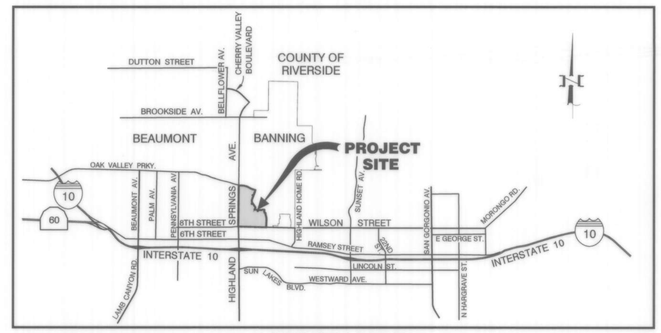
SCALE: 1"=250'

WATER ZONE:
FOOTHILL WEST ZONE 2822

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC., BT PIPELINE INC., & CJW CONSTRUCTION INC.
By _____ Date 12/14/2021
EDWARD J. LENTH R.C.E. 052496

AS-BUILT

250 0 125 250 500 1000
(1"=250')



VICINITY MAP

NOT TO SCALE

LEGAL DESCRIPTION

LOTS 1-7, 10; AND PORTIONS OF LOTS 8, 9, 10, 18, & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTORS RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-422-4133 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3181
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM CABLE	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-9487
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

ABBREVIATIONS

HP	HIGH POINT	CL	CENTERLINE
LP	LOW POINT	F.F.	FINISHED FLOOR
PI	POINT OF INTERSECTION	BCR	BEGIN CURB RETURN
SD	STORM DRAIN	ECR	END CURB RETURN
SS	SANITARY SEWER	FG	FINISHED GRADE
DW	POTABLE WATER	TG	TOP OF GRATE
RCW	NON-POTABLE WATER	INV	INVERT
G	GAS	LF	LINEAR FEET
NO.	NUMBER	EA	EACH
Δ	DELTA	SF	SQUARE FEET
R	RADIUS	CY	CUBIC YARDS
L	LENGTH	AC	ASPHALT CONCRETE
MIN	MINIMUM	AB	AGGREGATE BASE
MAX	MAXIMUM	CONC	CONCRETE
ST	STREET	RCP	REINFORCED CONCRETE PIPE
PA	PLANNING AREA	CMP	CORRUGATED METAL PIPE
AVG.	AVERAGE	NG	NATUIRAL GROUND
R/W	RIGHT OF WAY	CF	CURB FACE
RW	RETAINING WALL	TYP	TYPICAL
TC	TOP OF CURB	PVC	POLYVINYL CHLORIDE PIPE
GB	GRADE BREAK	VCP	VITREOUS CONCRETE PIPE
FL	FLOWLINE	FS	FINISH SURFACE
BVC	BEGIN VERTICAL CURVE		
MVC	MIDDLE VERTICAL CURVE		
EVC	END VERTICAL CURVE		
VC	VERTICAL CURVE		
EX.	EXISTING		

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS

WATER LEGEND

- EX. 8" DW — EXISTING WATERLINE OR PROPOSED BY OTHERS
- WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET 1 TITLE SHEET AND SHEET INDEX MAP
SHEETS 2 CONSTRUCTION NOTES AND DETAILS
SHEET 3-19 SEWER AND WATER PLAN AND PROFILE

⚠ AS-BUILT MEADOWLINE WAY, ADDED LANDSCAPE SLEEVES
⚠ AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES
⚠ REVISED LANDMARK WATER PROFILE, UPDATED GAS CROSSING
⚠ REVISED LINE 'N' PROFILE GAS CROSSINGS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR.	DATE
⚠	DELETE 1-2" WATER LINE		
⚠	REVISED MEADOWLINE WAY SEWER & WATER		
⚠	ADD TWO 6" SEWER LATERALS FOR PA22		
⚠	ADD CONST. NOTE NO. 12		
⚠	REV. SERVICES ON LANDMARK WAY		
⚠	REV. INTERIM INTERCONNECT WITH NON-POTABLE WATER		
	REV. 12" SEWER PIPE GRADIENT ON SHEET NO. 18		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 12/16/2021
RCE# 052496 EXP. 12-31-22 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

City of BANNING "A PASSION FOR PROGRESS"

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23 — 1/7/22 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75695 EXP. 6/30/22 — 1/12/22 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 19

TRACT NO. 37298-1 ON-SITE SEWER & WATER IMPROVEMENT PLAN

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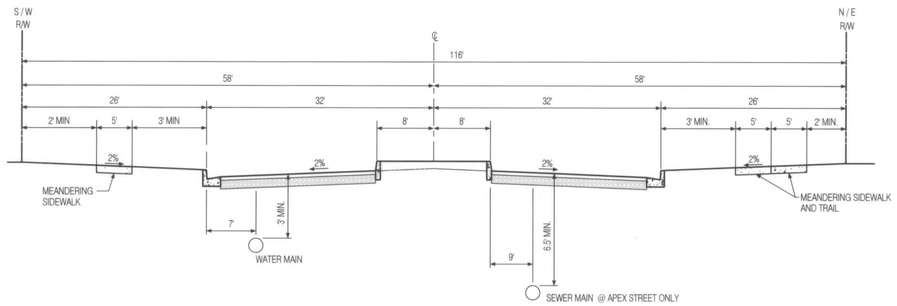
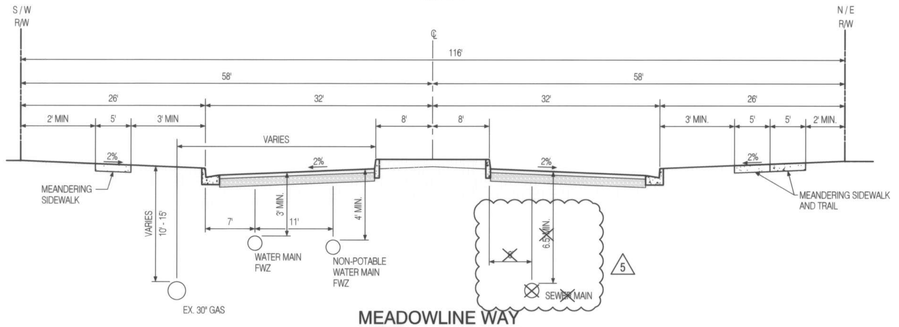


ATWELL DRIVE, APEX STREET

(APEX STREET : FROM WILSON STREET TO LANDMARK WAY)

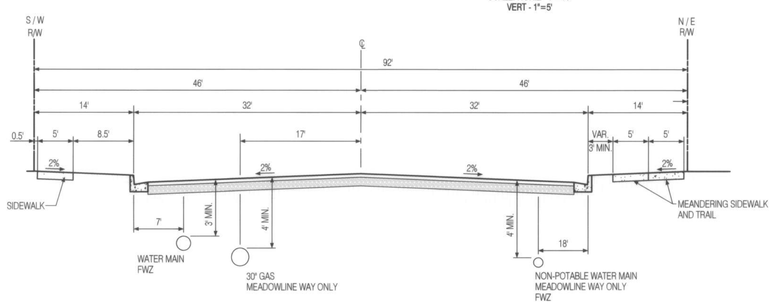
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



MEADOWLINE WAY

(MEADOWLINE WAY : HIGHLAND SPRINGS AVENUE TO LANDMARK WAY)

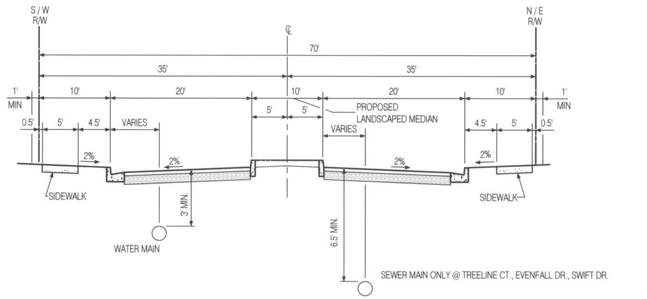
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



LANDMARK WAY AND MEADOWLINE WAY (PUBLIC)

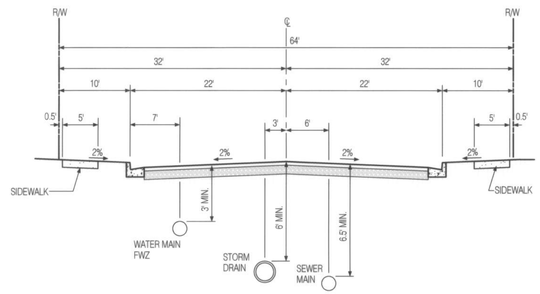
(MEADOWLINE WAY : FROM LANDMARK WAY TO EAST TRACT BOUNDARY)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



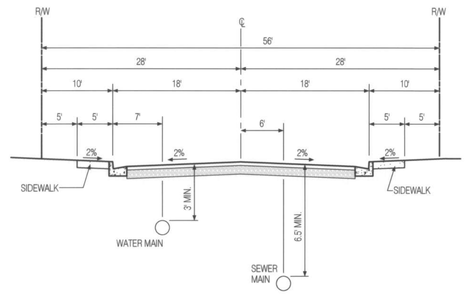
TWILIGHT DR, TREELINE CT, EVENFALL DR, REBLOOM DR, AND SWIFT DR (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



CREEKSIDE AVE (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



ECHO PL, COOLWATER WAY AND VERDE WAY STREET (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

		SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
5	1	INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	2,039
5	1A	INSTALL 12" CLEAN-OUT PER CITY STD. DWG. NO. S-12	EA	1
	2	INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	1,077
	3	INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	1,420
	4	REMOVE CAP AND JOIN SEWER	EA	1
5	5	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3	EA	19
	6	INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE	LF	25
	7	INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22	LF	138
5	8	ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5	LF	19
	9	INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	104
	10	INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	474
	11	INSTALL SEWER MAIN CAP	EA	21
3	12	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	19
4	13	INSTALL 6" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22	LF	23

		WATER IMPROVEMENT PLAN	UNIT	QUANTITY
	12	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	2,208
	13	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	37
	14	INSTALL 8" D.I.P. TEE	EA	3
	15	INSTALL 8"-45° D.I.P. ELBOW	EA	2
	16	INSTALL 8"-22.5° D.I.P. ELBOW	EA	2
	18	INSTALL 8" BLIND FLANGE	EA	23
	19	INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	6 9,384
5	20	INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA	6 42
	21	INSTALL 12" D.I.P. TEE	EA	6 6
	22	INSTALL 12"x8"x12" D.I.P. TEE	EA	10
	23	INSTALL 12"-45° D.I.P. ELBOW	EA	4
	24	INSTALL 12" BLIND FLANGE	EA	6 8
	26	INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18	EA	36
	27	INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	5
5	28	INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19	EA	12
5	29	ADJUST WATER VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	6 134
	30	REMOVE PORTION OF EXISTING WATER MAIN AND JOIN PIPE	EA	3
	31	INSTALL 8" D.I.P. CROSS	EA	2
	32	REMOVE EXISTING FIRE HYDRANT	EA	1
	33	INSTALL 3" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11	EA	2
	34	INSTALL 12"-90° D.I.P. ELBOW	EA	1
	35	INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY DWG. NO. W-4	EA	5
	36	INSTALL 24" STEEL CASING PIPE PER CITY STD. DWG. NO. W-26	LF	22
	37	INSTALL CONCRETE BLANKET PER APWA STD. DWG. NO. 225-2	LF	141
2	38	INSTALL 2" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	1
	40	INSTALL 12" x 8" D.I.P. CROSS	EA	3
	41	INSTALL 18"x8"x18" D.I.P. TEE	EA	2
	42	INSTALL 2" POTABLE COPPER SERVICE AND METER BOX INSTALLATION PER CITY STD. DWG. NO. W-7 (FUTURE 1.5" METER BY OTHERS)	EA	1
	43	INSTALL 3" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-8	EA	2
	44	REMOVE BLIND FLANGE AND JOIN WATER MAIN	EA	3
	45	INSTALL 12" - 11.25° D.I.P. ELBOW	EA	6
2	46	INSTALL 2" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11	EA	1
	47	INSTALL 18"x12"x18" D.I.P. TEE	EA	1
	48	INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA	6
	49	REMOVE AND REPLACE EXISTING AC PAVEMENT OVER BASE IN KIND PER CITY STD. DWG. NO. W-30	SF	599
	50	REMOVE & RELOCATE EXISTING 1" AIR & VACUUM VALVE ASSEMBLY MAINTAIN EXISTING CONNECTION TO WATER MAIN	EA	1
	52	INSTALL 8"-90° D.I.P. ELBOW	EA	2
1	53	CONSTRUCT MODIFIED FIRE HYDRANT INSTALLATION PER CITY STD. DWG. NO. W-18 (OMIT FIRE HYDRANT) FOR INTERIM INTERCONNECT WITH NON-POTABLE WATER. SEE SEPARATE NON-POTABLE WATER IMPROVEMENT PLAN FOR CONTINUATION.	EA	2

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

AS-BUILT

5 AS-BUILT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
6	REV. WAT QUANTITIES		
5	REV. SEWER QUANTITIES; DEL. SEWER IN MEADOWLINE WAY		
4	ADD TWO 6" SEWER LATERALS FOR PA22		
3	ADD CONST. NOTE NO. 12		
2	REV. CONST. NOTES 38 & 46		
1	REV. INTERIM INTERCONNECT WITH NON-POTABLE WATER DELETE CONSTRUCTION NOTE #39		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITY

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 03.03.2021 08:39:06 AM By: Station105
MDS File: 89404.37298-1 SWSht 02 SE.dwg
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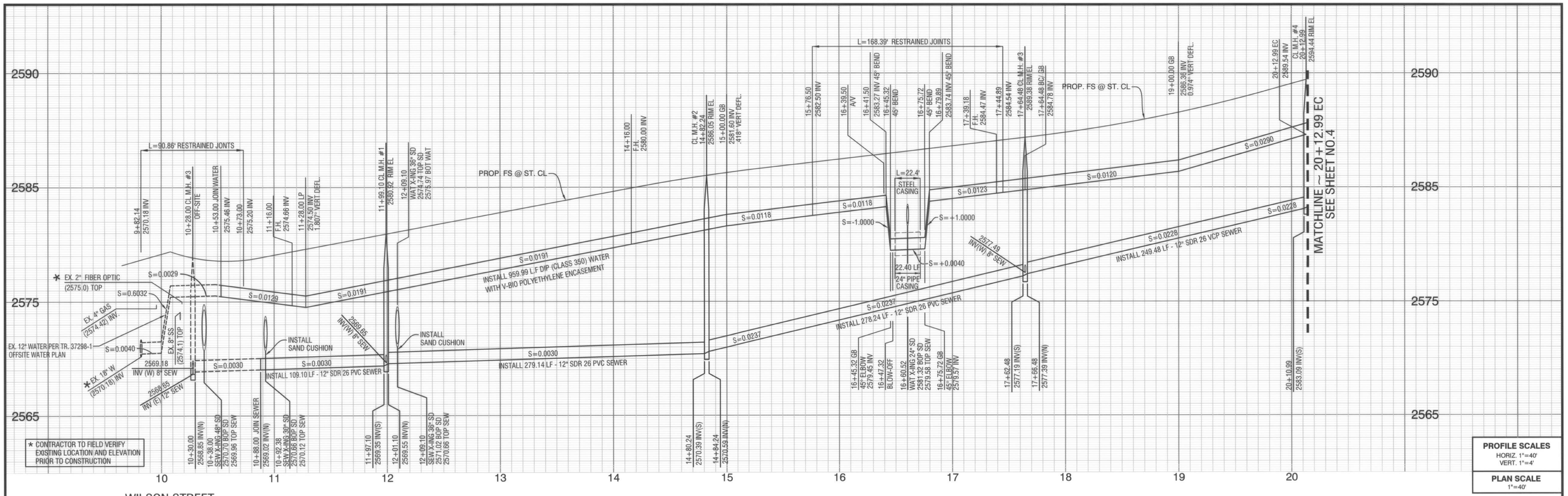

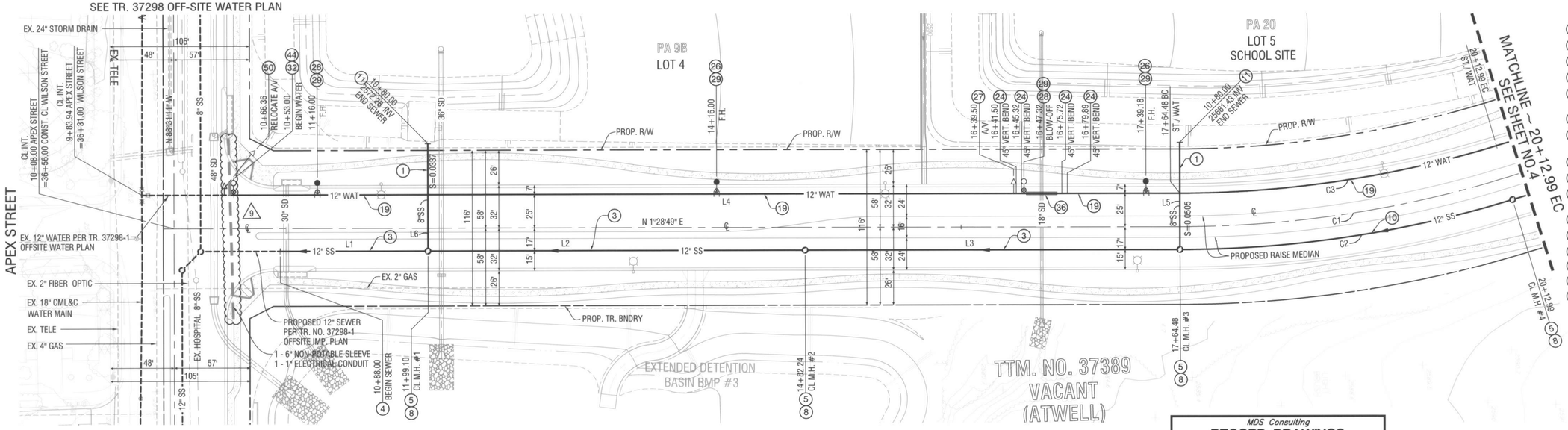

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD DWG. NO. S-15
3. INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD DWG. NO. S-5
10. INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD DWG. NO. S-15
11. INSTALL SEWER SEWER MAIN CAP
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
24. INSTALL 12"-45° D.I.P. ELBOW
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
27. INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD DWG. NO. W-20
32. REMOVE EXISTING FIRE HYDRANT
36. INSTALL 24" STEEL CASING PIPE PER CITY STD. W-26
44. REMOVE BLIND FLANGE AND JOIN WATER MAIN
50. REMOVE & RELOCATE EXISTING 1" AIR & VACUUM VALVE ASSEMBLY. MAINTAIN EXISTING CONNECTION TO WATER MAIN.

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	16°45'05"	850.00'	248.51'	125.15'
C2	16°45'05"	867.00'	253.48'	127.65'
C3	16°45'05"	825.00'	241.20'	121.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	111.10'
L2	N 01°28'49" E	283.14'
L3	N 01°28'49" E	282.24'
L4	N 01°28'49" E	711.48'
L5	N 88°31'11" W	80.00'
L6	N 88°31'11" W	80.00'

APEX STREET

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

0 20 40 80 160
1"=40' GRAPHIC SCALE

AS-BUILT

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
9	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/18/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/23/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
APEX STREET
STA. 10+53.00 TO 20+12.99

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite Created: 03.03.2021 06:20:22 PM Author: ---- Last Edit: 03.03.2021 06:20:22 PM By: Station105
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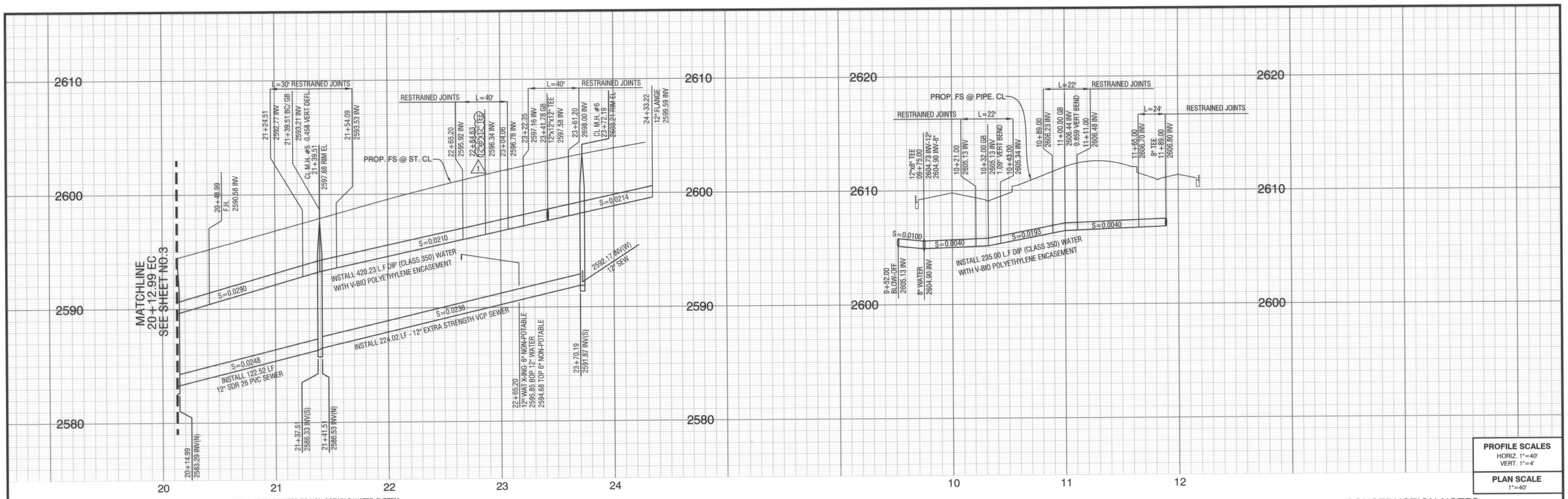
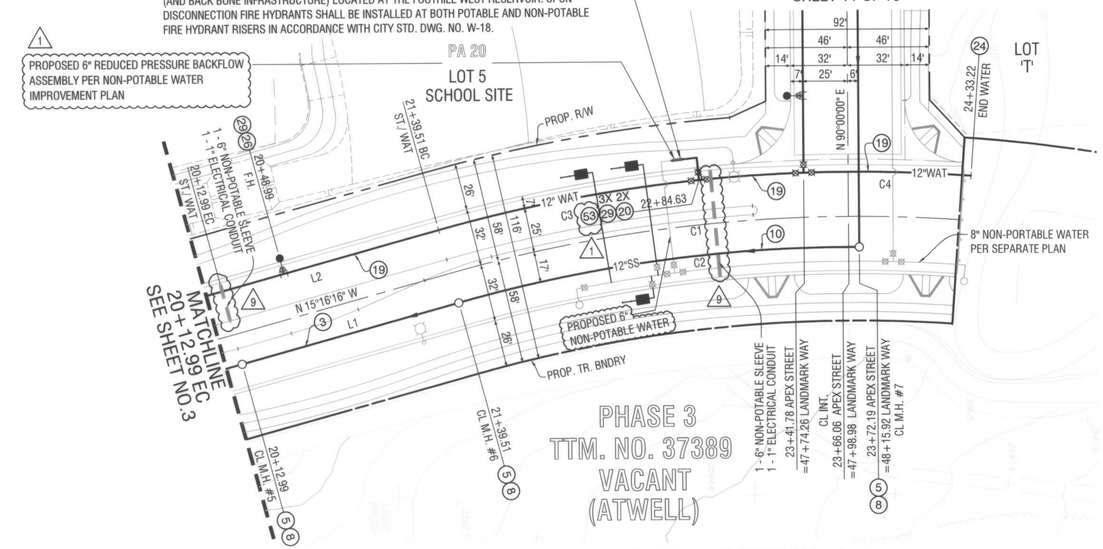


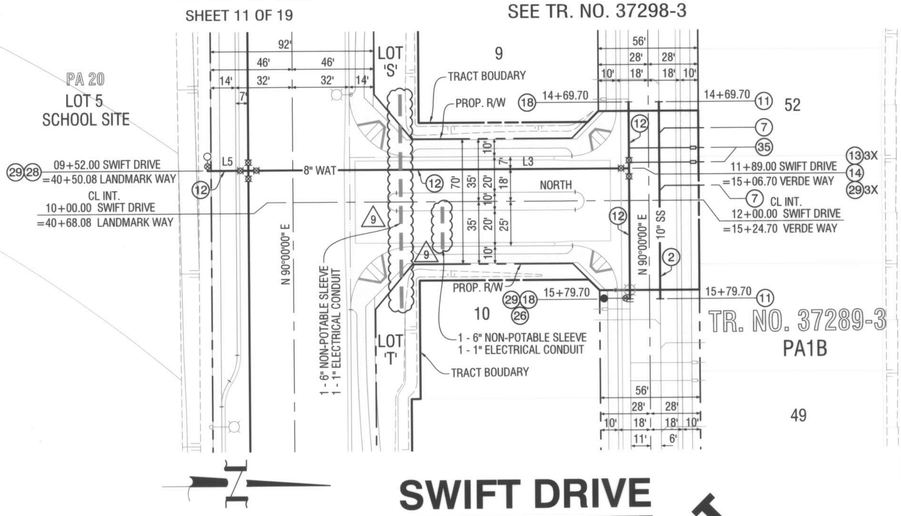
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

INTERIM WATER INTERCONNECT FOR POTABLE WATER TO NON-POTABLE WATER SYSTEM. TO BE DISCONNECTED WITH COMPLETION OF CONSTRUCTION OF PERMANENT INTERCONNECT (AND BACK BONE INFRASTRUCTURE) LOCATED AT THE FOOTHILL WEST RESERVOIR. UPON DISCONNECTION FIRE HYDRANTS SHALL BE INSTALLED AT BOTH POTABLE AND NON-POTABLE FIRE HYDRANT RISERS IN ACCORDANCE WITH CITY STD. DWG. NO. W-18.

(1) PROPOSED 6" REDUCED PRESSURE BACKFLOW ASSEMBLY PER NON-POTABLE WATER IMPROVEMENT PLAN





CONSTRUCTION NOTES:

(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(3) INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(5) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
(7) INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22
(8) ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
(10) INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD DWG. NO. S-15
(11) INSTALL SEWER MAIN CAP
(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(14) INSTALL 8" D.I.P. TEE
(18) INSTALL 8" BLIND FLANGE.
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(24) INSTALL 12" BLIND FLANGE.
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(35) INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. W-4
(53) CONSTRUCT MODIFIED FIRE HYDRANT INSTALLATION PER CITY STD. DWG. NO. W-18 (OMIT FIRE HYDRANT) FOR INTERIM INTERCONNECT WITH NON-POTABLE WATER. SEE SEPARATE NON-POTABLE WATER IMPROVEMENT PLAN FOR CONTINUATION.

SWIFT DRIVE

AS-BUILT

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	19°27'40"	850.00'	288.71'	145.76'
C2	15°41'02"	833.00'	228.02'	114.73'
C3	13°38'02"	875.00'	208.21'	104.60'
C4	6°09'17"	875.00'	93.99'	47.04'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°16'16" W	126.52'
L2	N 15°16'16" W	126.52'
L3	NORTH	214.00'
L4	NORTH	200.00'
L5	NORTH	23.00'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
2	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
1	REV. INTERIM INTERCONNECT WITH NON-POTABLE WATER		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE
APPROVED:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
APEX STREET STA. 20+12.99 TO 24+33.22
SWIFT DRIVE STA. 9+52.00 TO 11+89.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 03.03.2021 11:02:33 AM By: station105
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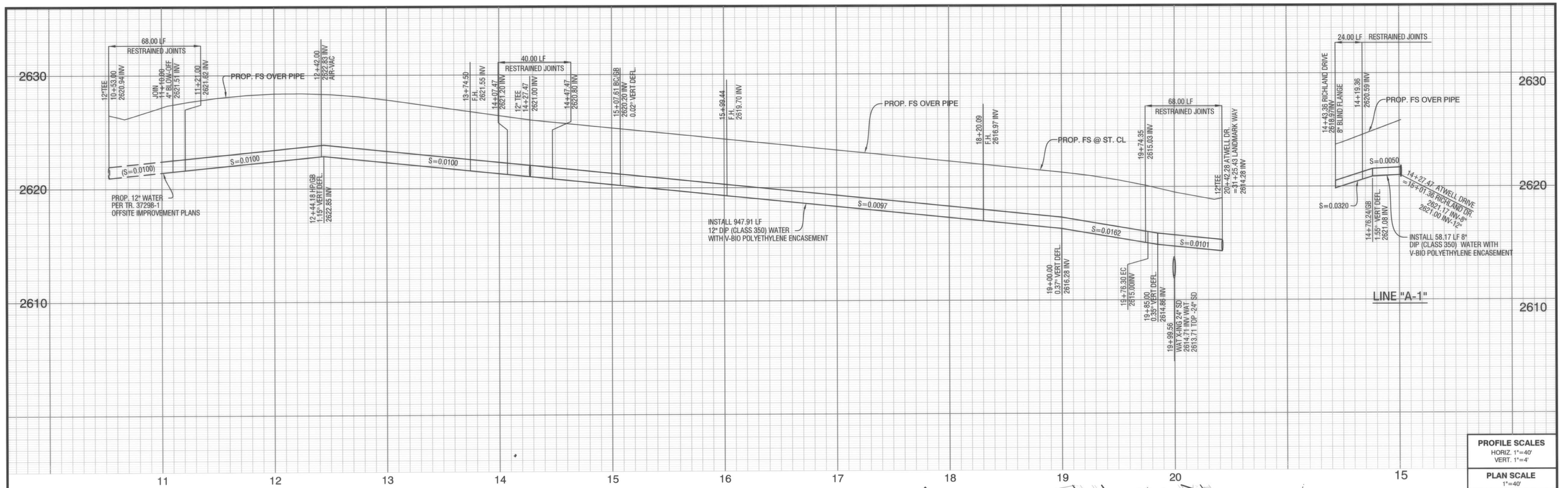

CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CIT STD. DWG. NO. W-20
(18) INSTALL 8" BLIND FLANGE
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
(22) INSTALL 12"x8"x12" D.I.P. TEE
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(27) INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(44) REMOVE BLIND FLANGE AD JOIN WATER MAIN

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°49'30" E	317.47'
L2	N 89°49'30" W	80.14'
L3	N 54°22'12" W	65.99'
L4	N 01°28'49" W	58.17'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	35°48'18"	750.00'	468.69'	242.28'
C2	35°48'18"	775.00'	484.31'	250.36'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
A	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
ATWELL DRIVE
STA. 11+10.00 TO 20+42.28

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 03.10.2021 01:15:07 PM By: Station105
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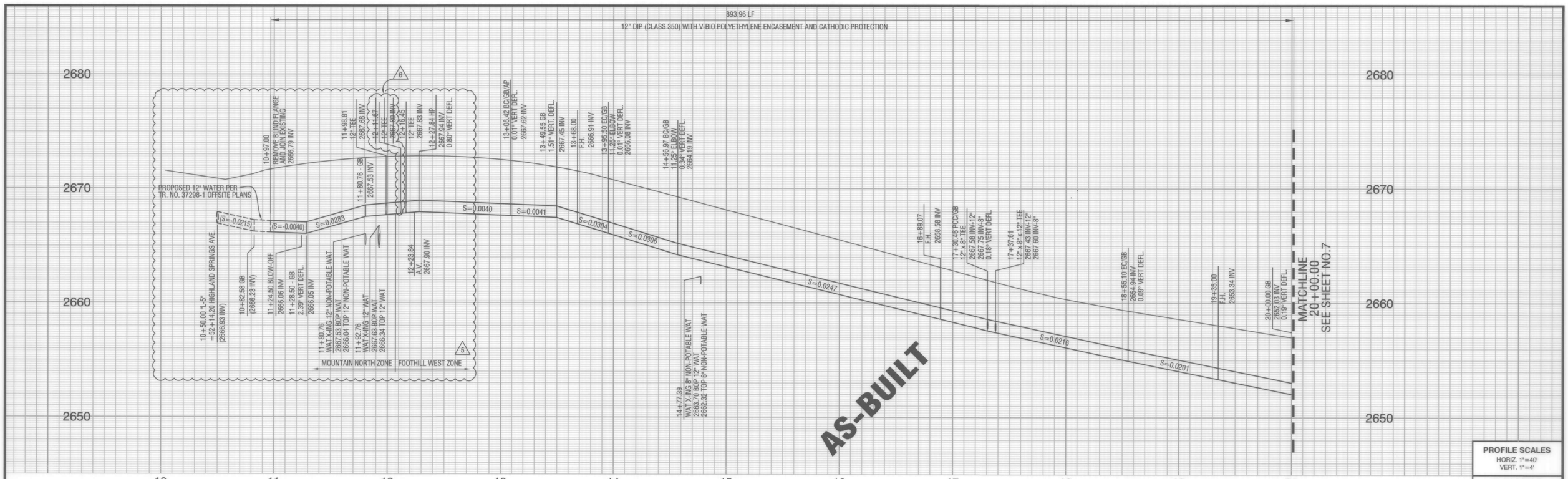
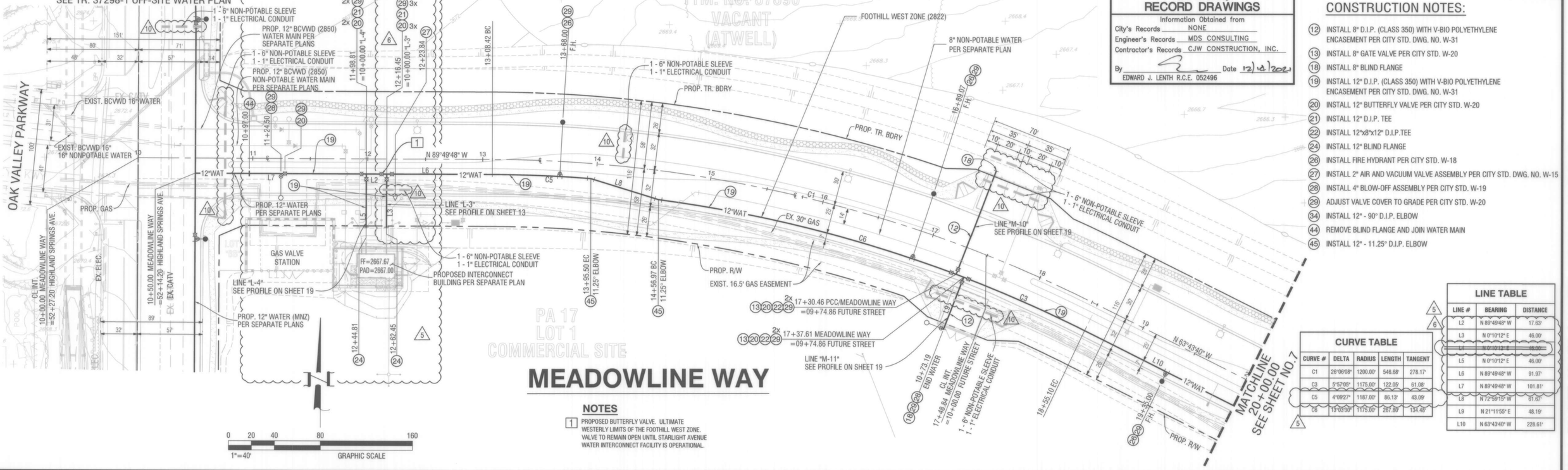
Plot Scale: 0.369863 Dwg Scale: ----
Plot Date: 03.10.2021 1:16:54 PM By: station105

893.96 LF
12" DIP (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT AND CATHODIC PROTECTION



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



MEADOWLINE WAY

NOTES

[1] PROPOSED BUTTERFLY VALVE. ULTIMATE WESTERLY LIMITS OF THE FOOTHILL WEST ZONE. VALVE TO REMAIN OPEN UNTIL STARLIGHT AVENUE WATER INTERCONNECT FACILITY IS OPERATIONAL.

LINE TABLE

LINE #	BEARING	DISTANCE
L2	N 89°49'48" W	17.63'
L3	N 0°10'12" E	46.00'
L4	N 0°10'12" E	46.00'
L5	N 0°10'12" E	46.00'
L6	N 89°49'48" W	91.97'
L7	N 89°49'48" W	101.81'
L8	N 72°59'15" W	61.87'
L9	N 21°11'55" E	48.19'
L10	N 63°43'40" W	228.61'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	26°06'08"	1200.00'	546.68'	278.17'
C3	5°57'05"	1175.00'	122.05'	61.08'
C5	4°09'27"	1187.00'	86.13'	43.09'
C6	13°03'30"	1175.00'	267.80'	134.48'

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records CJW CONSTRUCTION, INC.
By _____ Date 12/13/2021
EDWARD J. LENTH R.C.E. 052496

CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. W-20
(18) INSTALL 8" BLIND FLANGE
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
(21) INSTALL 12" D.I.P. TEE
(22) INSTALL 12"x8"x12" D.I.P.TEE
(24) INSTALL 12" BLIND FLANGE
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(27) INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
(34) INSTALL 12" - 90° D.I.P. ELBOW
(44) REMOVE BLIND FLANGE AND JOIN WATER MAIN
(45) INSTALL 12" - 11.25° D.I.P. ELBOW

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
2	DELETE L-2 WATER LINE		
3	DELETE SEWER IMPROVEMENTS, REVISED WATER INTERCONNECT LATERALS		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 12/14/2021
RCE# 052496 EXP. 12-31-22 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23 — 1/7/22 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 1/12/22 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
MEADOWLINE WAY
STA. 10+97.00 TO 20+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite Created: 11.08.2021 09:03:18 AM Author:---- Last Edit: 11.08.2021 09:03:18 AM By: Station105
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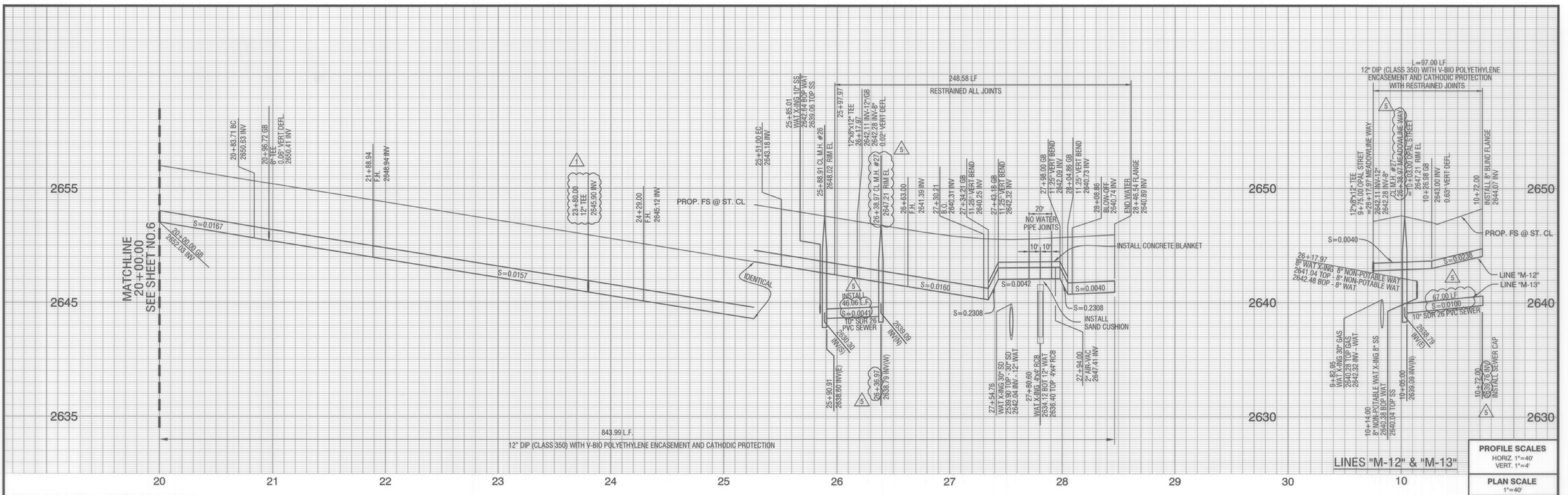

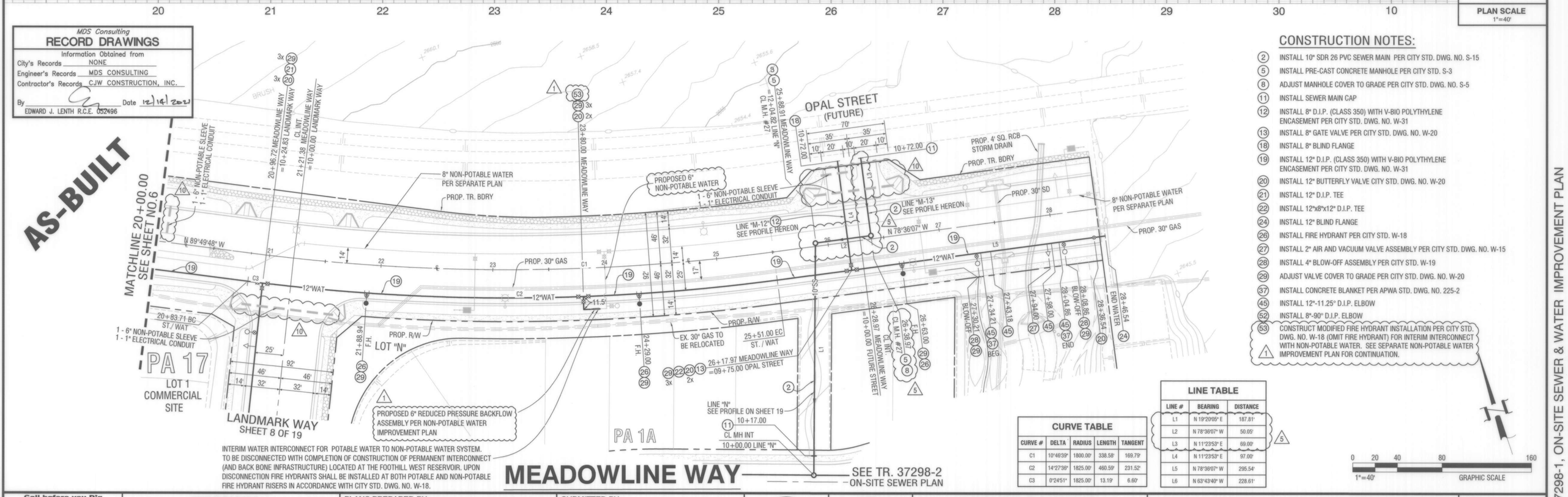

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
2	DEL. SEWER IMPROVEMENTS, STA 20+00.00 TO STA 256+86.91; REV SS MH #27 LOC; REV. SS LINE "M-13"		
1	REV. INTERIM INTERCONNECT WITH NON-POTABLE WATER		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
12/16/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23 — 1/7/22 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 1/12/22 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
MEADOWLINE WAY
STA. 20+00.00 TO 28+46.54

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 11.08.2021 09:03:08 AM By: Station105
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Plot Scale: 0.386853 Dwg Scale: ----
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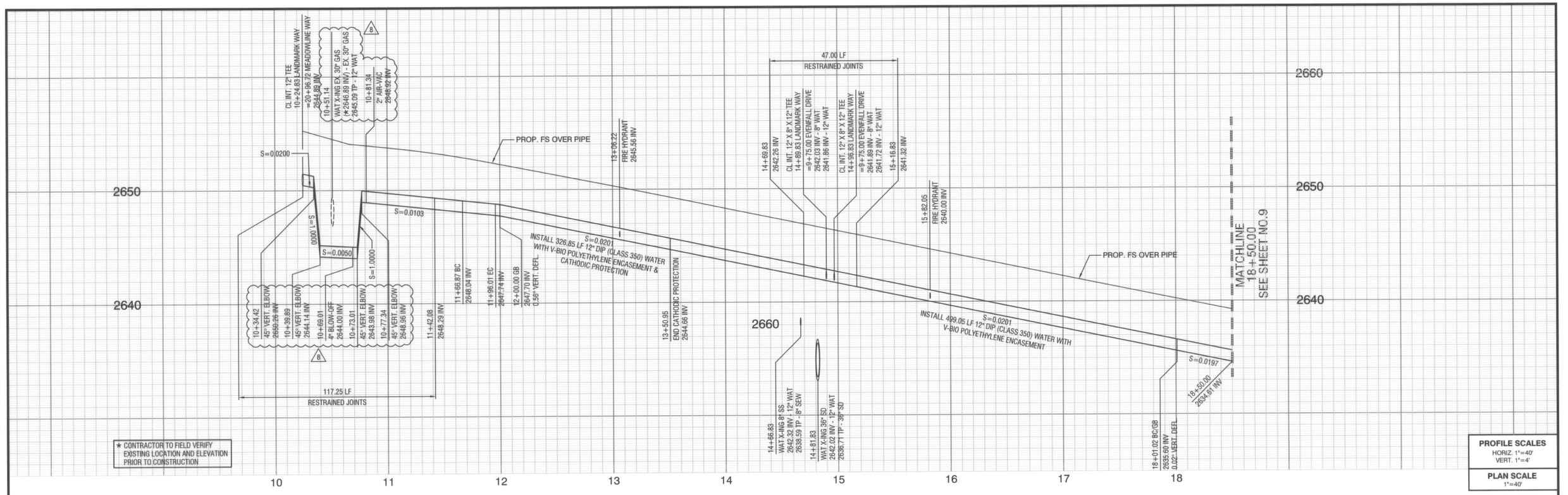
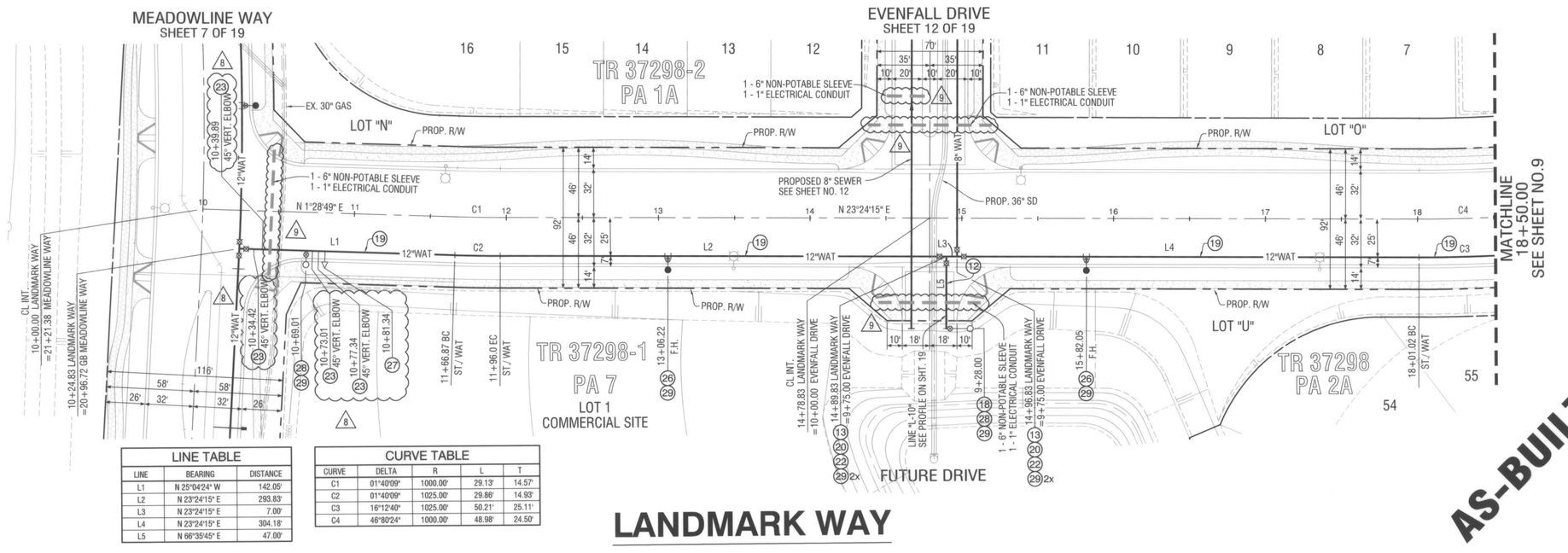




LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°04'24" W	142.05'
L2	N 23°24'15" E	293.83'
L3	N 23°24'15" E	7.00'
L4	N 23°24'15" E	304.18'
L5	N 66°35'45" E	47.00'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	01°40'09"	1000.00'	29.13'	14.57'
C2	01°40'09"	1025.00'	29.86'	14.93'
C3	16°12'40"	1025.00'	50.21'	25.11'
C4	46°80'24"	1000.00'	48.98'	24.50'

CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(18) INSTALL 8" BLIND FLANGE
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(22) INSTALL 12"x8"x12" D.I.P. TEE
(23) INSTALL 12"-45° D.I.P. ELBOW
(26) INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
(27) INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

LANDMARK WAY

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
6	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
5	REVISED LANDMARK WATER PROFILE.		
	UPDATED GAS CROSSING		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

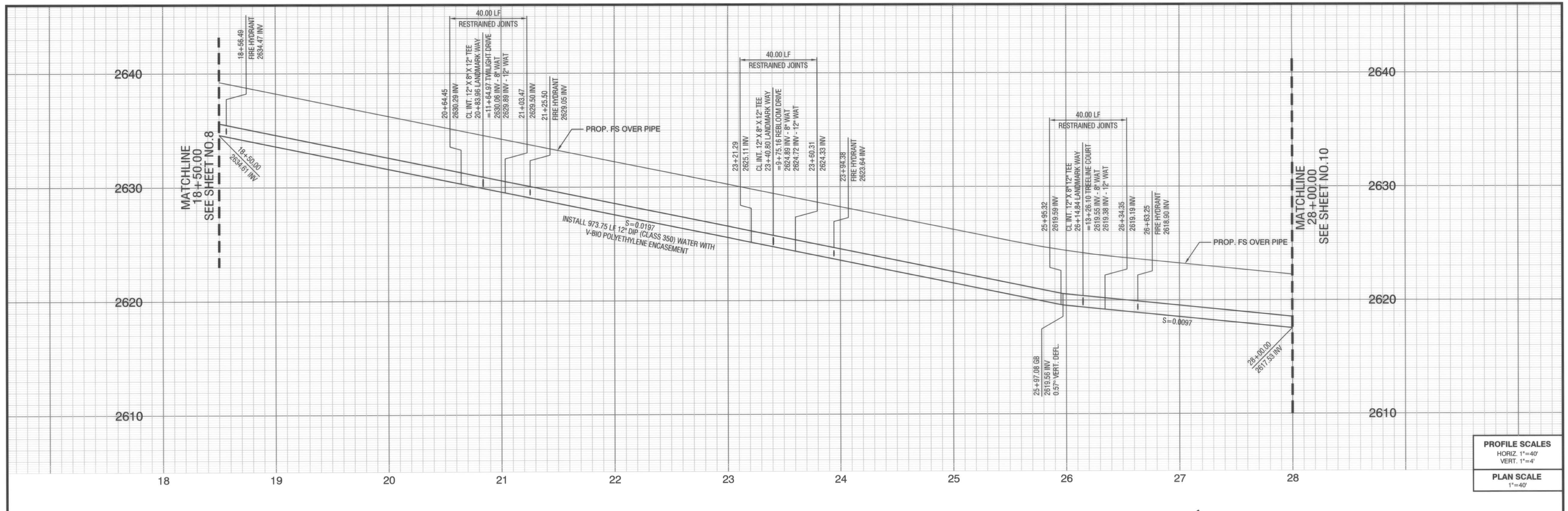
CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21
DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21
DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 10+24.83 TO 18+50.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 19

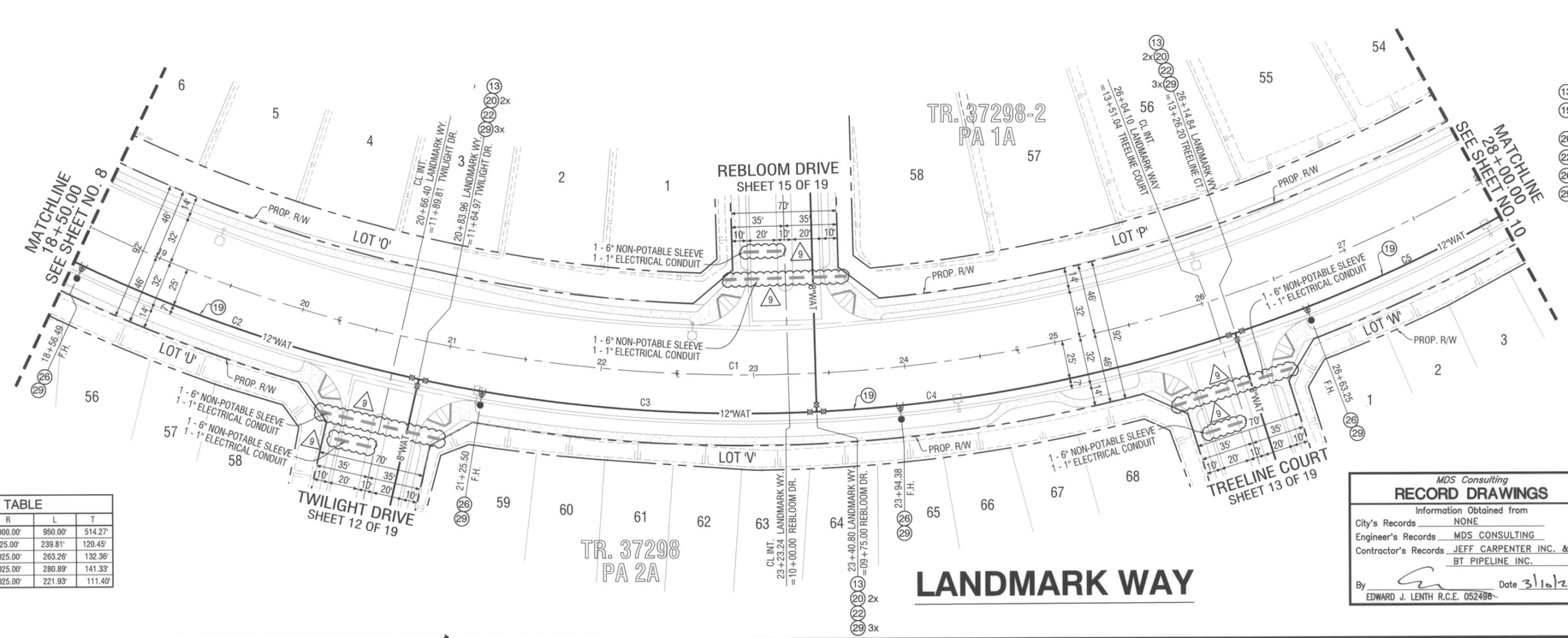
MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
Created: 03.04.2021 09:26:50 AM Author: ----
Last Edit: 03.04.2021 09:26:50 AM By: Station105
MDS File: 89404 37298-1 SW&W 08 PP.dwg
Plot Scale: 0.388863 Dwg Scale: ----
Plot Date: 03.10.2021 1:19:13 PM By: station105

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CURVE TABLE				
CURVE	DELTA	R	L	T
C1	54°25'52"	1000.00'	950.00'	514.27'
C2	16°12'40"	1025.00'	239.81'	120.45'
C3	14°42'57"	1025.00'	263.26'	132.36'
C4	15°42'40"	1025.00'	280.89'	141.33'
C5	12°24'20"	1025.00'	221.93'	111.40'

CONSTRUCTION NOTES:

(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(22) INSTALL 12"x8"x12" D.I.P. TEE
(26) INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

AS-BUILT

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
A	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 18+50.00 TO 28+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 03.04.2021 09:27:44 AM By: Station105
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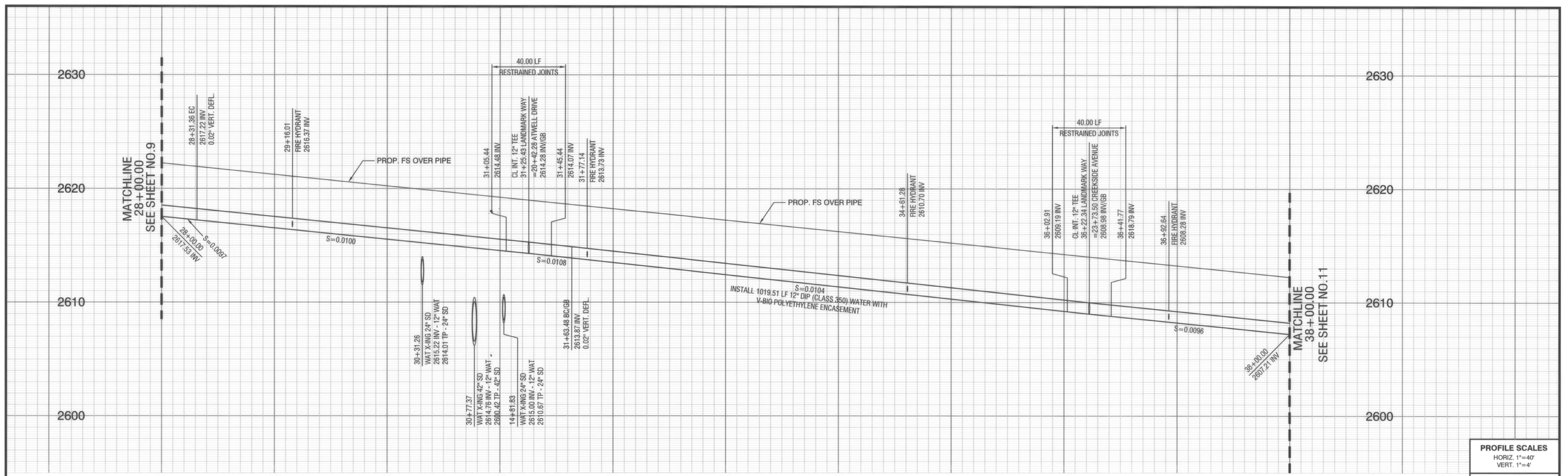
TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN



CONSTRUCTION NOTES:

(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31

(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20

(21) INSTALL 12" D.I.P. TEE

(26) INSTALL FIRE HYDRANT PER CITY STD. W-18

(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

(33) INSTALL 3" REDUCER PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11

(2) (38) INSTALL 2" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-4

(43) INSTALL 3" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-8

(2) (46) INSTALL 2" REDUCER PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	01°47'48"	1000.00'	31.36'	15.68'
C2	42°54'21"	850.00'	636.52'	334.02'
C3	01°47'48"	1025.00'	32.14'	16.07'
C4	30°55'48"	875.00'	472.35'	242.08'
C5	13°23'58"	875.00'	204.63'	102.78'
C6	13°35'49"	994.00'	235.89'	118.50'
C7	27°15'11"	844.00'	401.45'	204.60'
C8	27°07'20"	844.00'	399.45'	203.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°37'48" W	294.07'
L2	N 35°37'48" W	38.05'
L3	N 35°37'48" W	140.85'
L4	N 35°37'48" W	191.28'

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
2	REV. CONST. NOTES 38 & 46, AND SERVICE LOCATION		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

City of BANNING — INCORPORATED 1913 — EXCESS OPPORTUNITY

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 28+00.00 TO 38+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\2msbs
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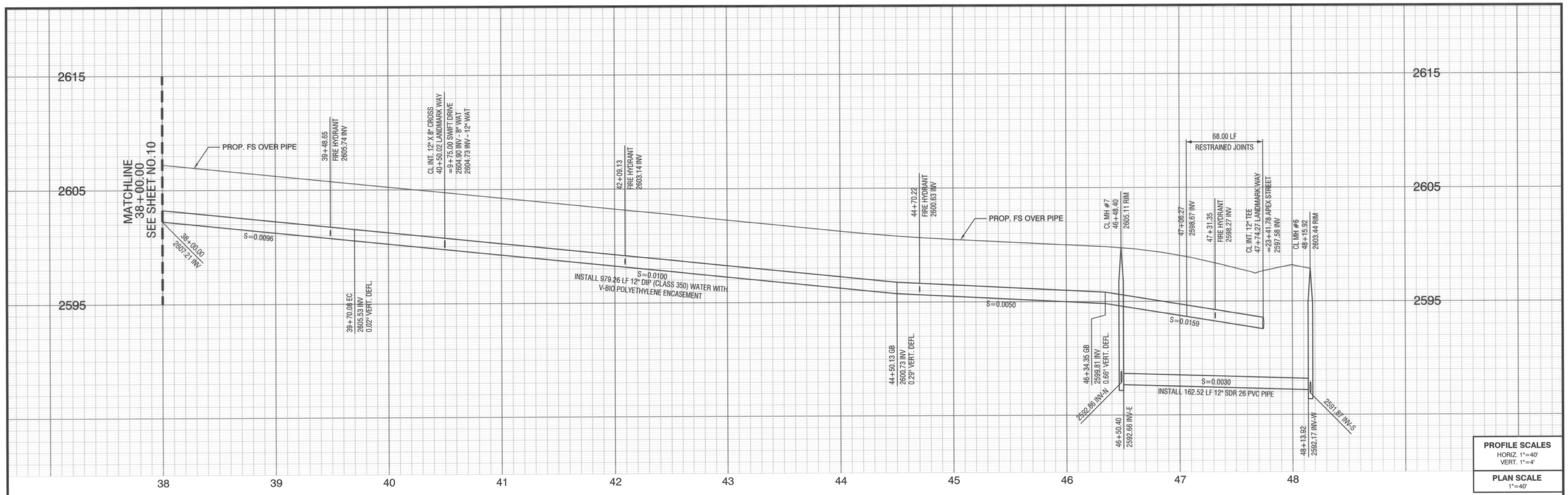
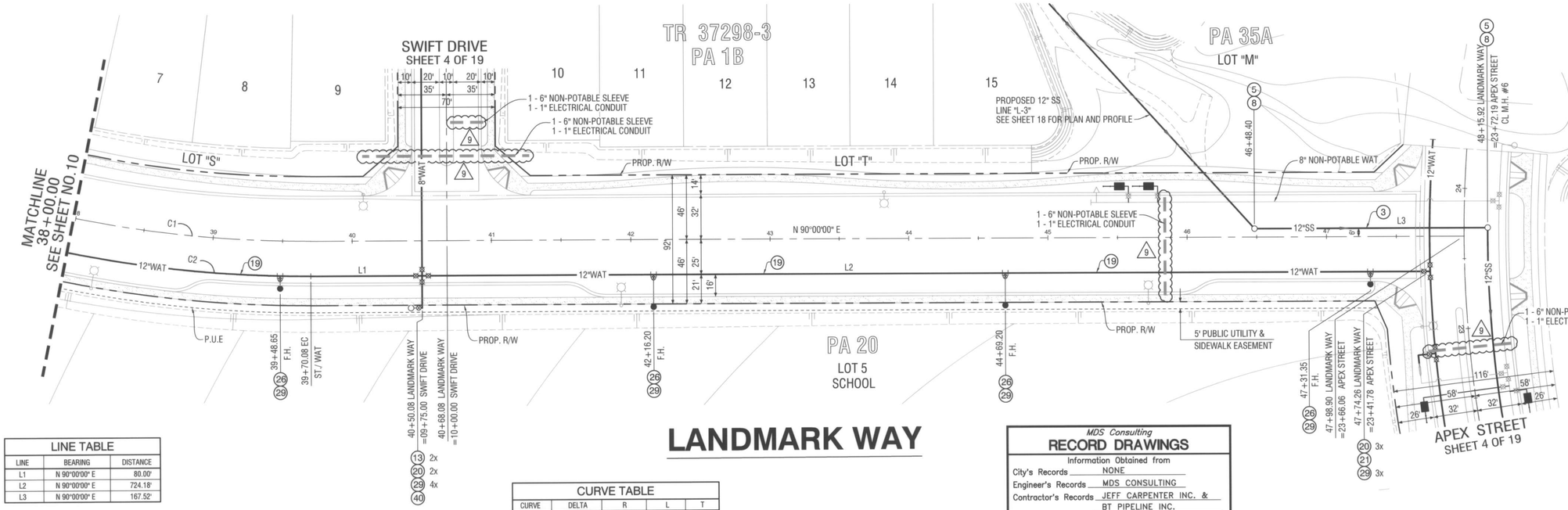


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

3. INSTALL 12" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3
8. ADJUST MANHOLE COVER TO GRADE.
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
20. INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
21. INSTALL 12" D.I.P. TEE
26. INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
29. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
40. INSTALL 12"x8" D.I.P. CROSS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 90°00'00" E	80.00'
L2	N 90°00'00" E	724.18'
L3	N 90°00'00" E	167.52'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	54°22'12"	850.00'	806.60'	436.56'
C2	54°22'12"	875.00'	830.32'	449.40'

13 2x
20 2x
29 4x
40

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

20 3x
21
29 3x

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
A	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

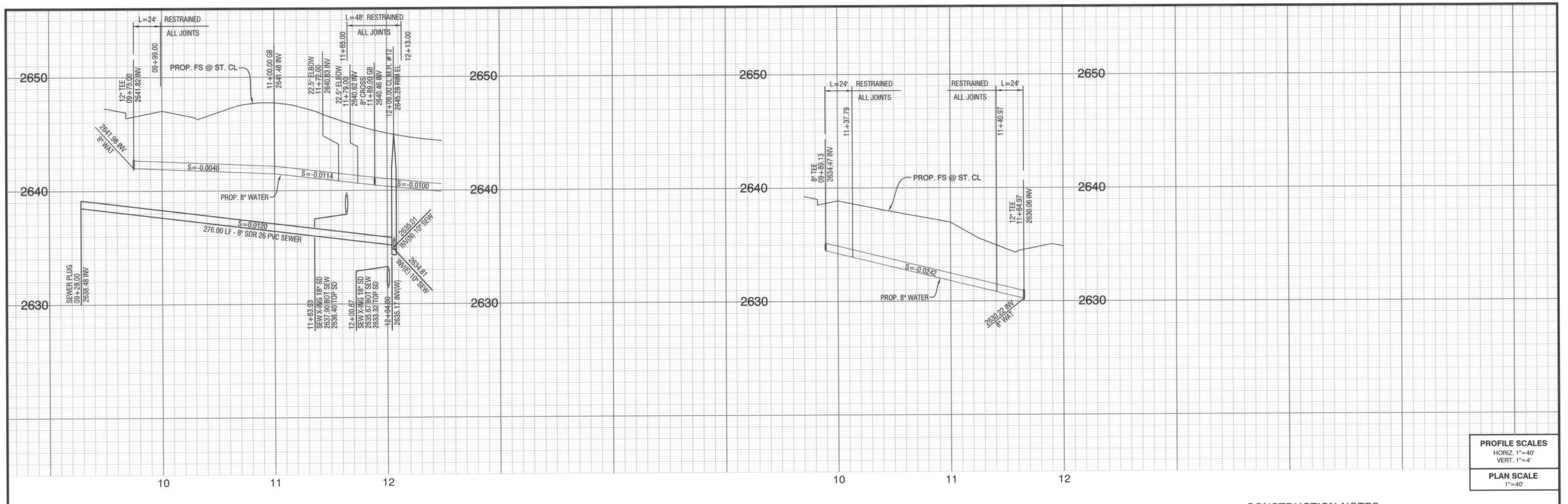
ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 38+00.00 TO 48+15.92

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Xmitts
Created: 03.03.2021 04:35:36 PM Author: ---
Last Edit: 03.04.2021 10:09:05 AM By: Station105

MDS File: 89404 37298-1 SW2st 11 PP.dwg
Plot Scale: 0.3999953 Dwg Scale: ---
Plot Date: 03.10.2021 1:23:41 PM By: station105

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

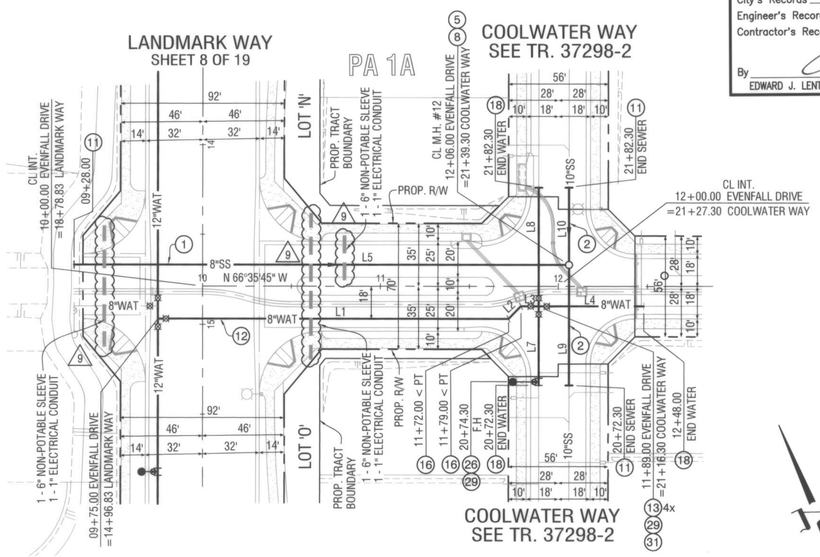


MDS Consulting

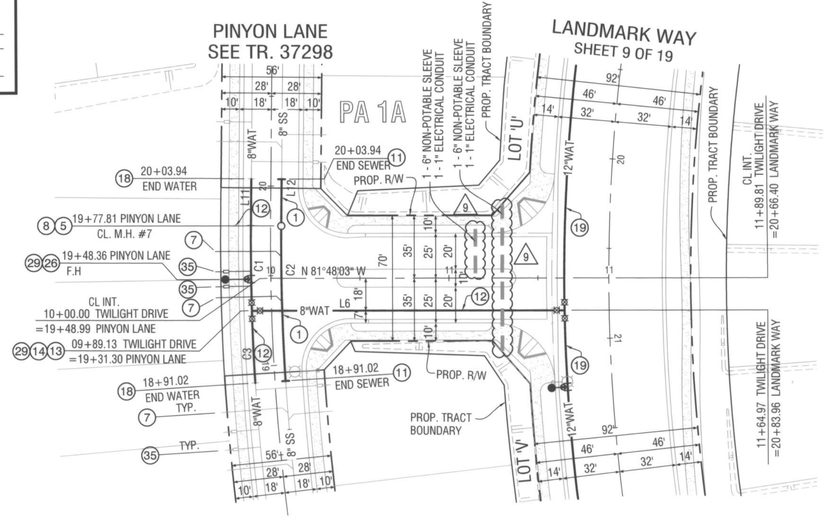
RECORD DRAWINGS

Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.

By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496



EVENFALL DRIVE



TWILIGHT DRIVE

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
7. INSTALL 4" SDR 26 PVC SEWER LATERA PER CITY STD. DWG. NO. S-22
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
14. INSTALL 8" D.I.P. TEE
16. INSTALL 8" - 22.5° D.I.P. ELBOW
18. INSTALL 8" BLIND FLANGE
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
29. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
31. INSTALL 8" D.I.P. CROSS
35. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY DWG. NO. W-4

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66°35'45" W	197.00'
L2	N 68°24'15" E	9.90'
L3	N 66°35'45" W	10.00'
L4	N 66°35'45" W	59.00'
L5	N 66°35'45" W	278.00'
L6	N 81°48'03" W	175.58'
L7	N 23°24'15" E	43.99'
L8	N 23°24'15" E	66.00'
L9	N 23°24'15" W	65.00'
L10	N 23°24'15" W	41.00'
L11	N 8°46'18" E	26.13'
L12	N 8°46'18" E	24.12'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	02°14'36"	1211.00'	47.42'	23.71'
C2	04°02'54"	1194.00'	84.36'	42.20'
C3	01°54'03"	1211.00'	40.18'	20.09'

AS-BUILT

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/18/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/22/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
EVENFALL DRIVE STA. 9+28.00 TO 12+48.00
TWILIGHT DRIVE STA. 9+89.13 TO 11+64.97

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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Last Edit: 03.03.2021 05:30:57 PM By: Station105
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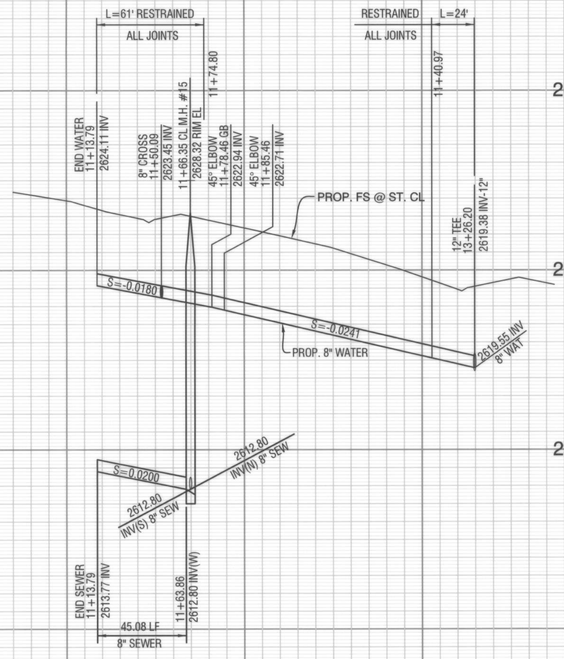
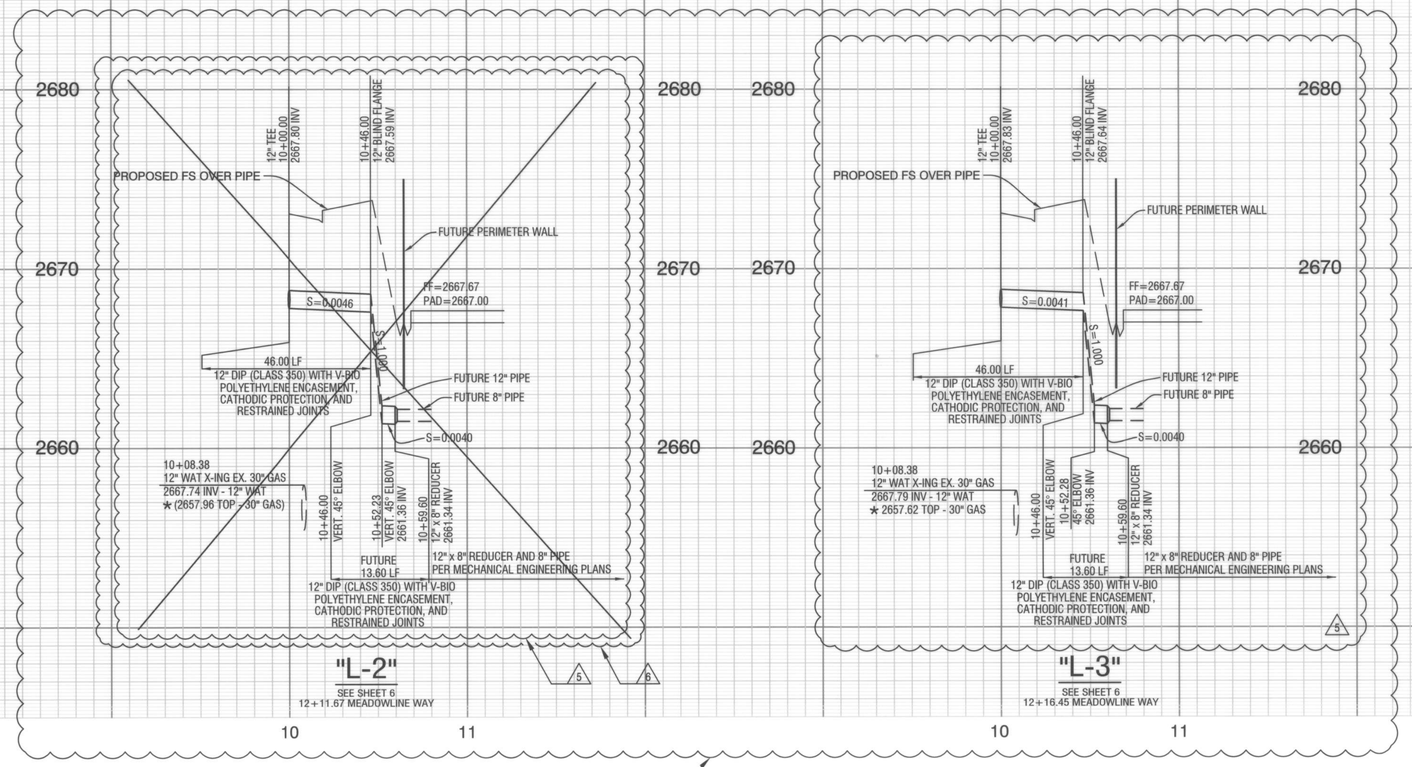
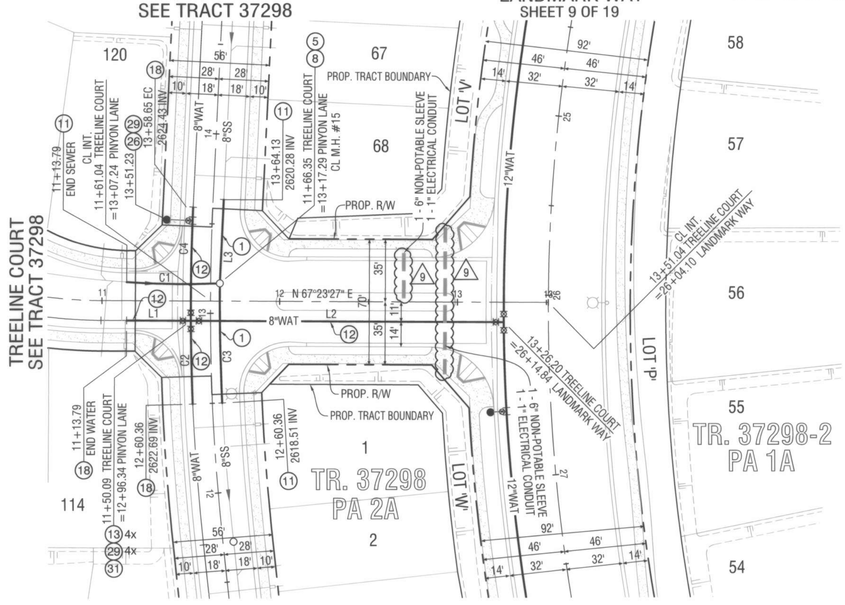




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



N.A.P.

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
18. INSTALL 8" BLIND FLANGE
26. INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
31. INSTALL 8" D.I.P. CROSS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°23'27" E	50.67'
L2	N 67°23'27" E	176.01'
L3	N 20°06'36" W	44.15'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	20°01'33"	500.00'	52.59'	26.32'
C2	02°12'44"	1201.00'	46.37'	23.19'
C3	03°06'54"	1180.00'	64.15'	32.09'
C4	03°01'24"	1201.00'	63.37'	31.69'

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

AS-BUILT

0 20 40 80 160
1"=40' GRAPHIC SCALE

TREELINE COURT

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
6	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
6	DELETE 'L-2' WATER LINE		
5	REVISED "L-2" AND "L-3" PROFILES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
TREELINE COURT
STA. 11+13.79 TO 13+26.20

W.O. No.
CIP No.
PROJECT No.
SHEET 13 OF 19

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Last Edit: 03.03.2021 05:50:52 PM By: Station105

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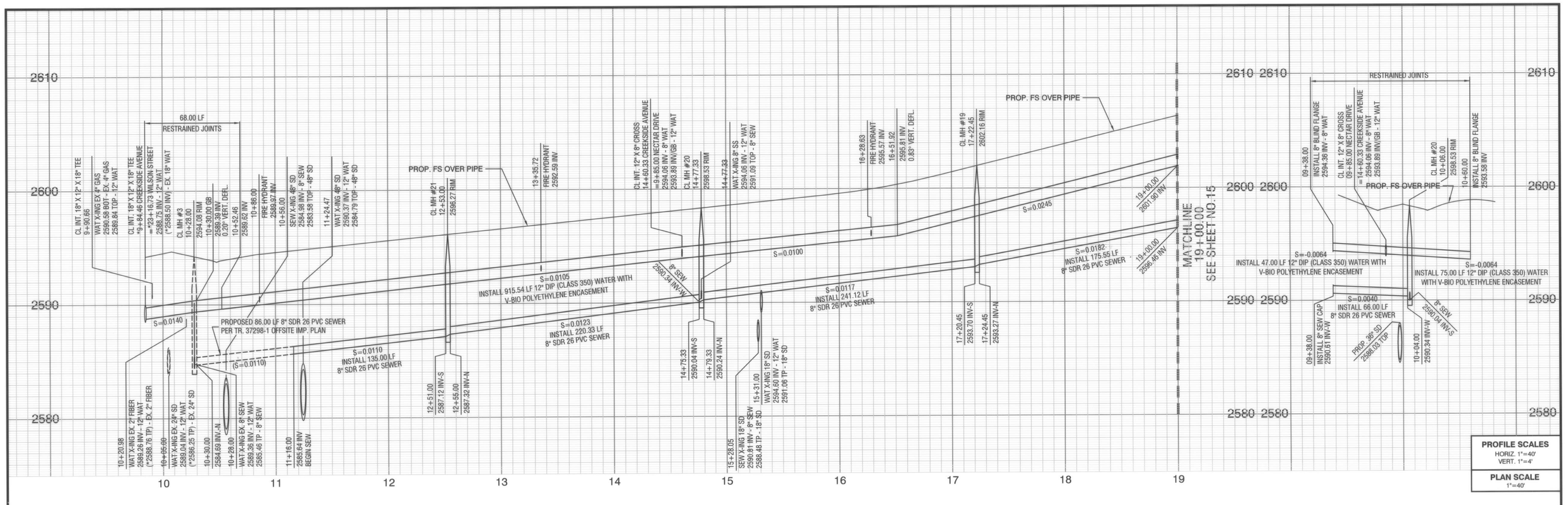
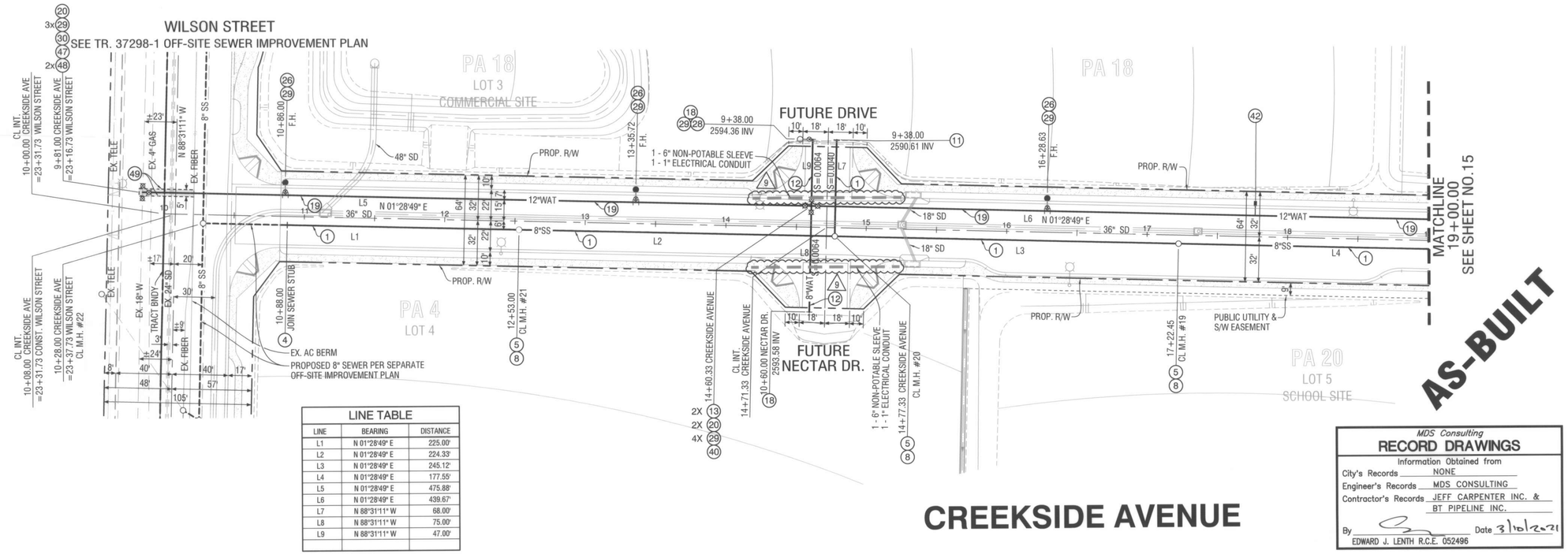
TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	225.00'
L2	N 01°28'49" E	224.33'
L3	N 01°28'49" E	245.12'
L4	N 01°28'49" E	177.55'
L5	N 01°28'49" E	475.88'
L6	N 01°28'49" E	439.67'
L7	N 88°31'11" W	68.00'
L8	N 88°31'11" W	75.00'
L9	N 88°31'11" W	47.00'

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
4. REMOVE CAP AND JOIN TO SEWER
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
18. INSTALL 8" BLIND FLANGE
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
20. INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
30. REMOVE PORTION OF EXISTING WATER MAIN AND JOIN PIPE
40. INSTALL 12" X 8" D.I.P. CROSS
42. INSTALL 2" POTABLE COPPER SERVICE AND METER MOX INSTALLATION PER CITY STD DWG. NO. W-7. (FUTURE 1.5" METER BY OTHERS FOR LANDSCAPE)
47. INSTALL 18" X 12" X 18" D.I.P. TEE
48. INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
49. REMOVE AND REPLACE EXISTING AC PAVEMENT OVER BASE IN KIND PER CITY STD. DWG. NO. W-30

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 3/10/2021
RCE# 052496 EXP. 12-31-22 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 3/18/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 3/23/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
CREEKSIDE AVENUE
STA. 10+88.00 TO 19+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 14 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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Last Edit: 03.03.2021 06:18:53 PM By: Station105

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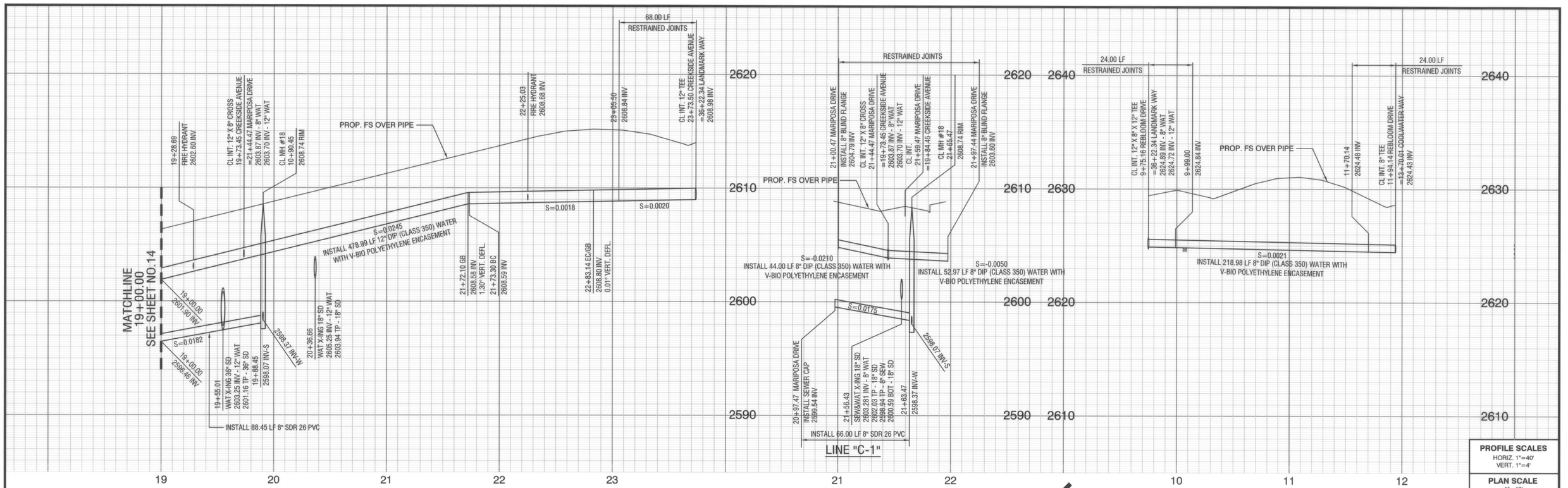
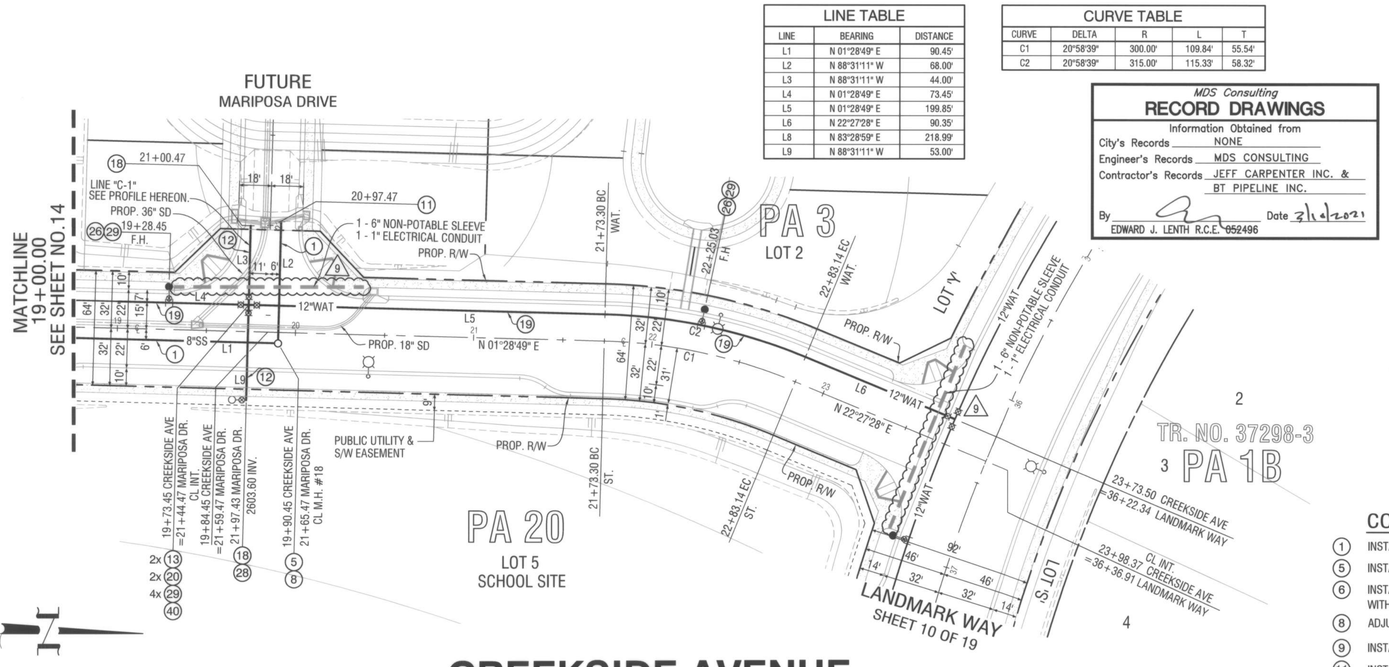


LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	90.45'
L2	N 88°31'11" W	68.00'
L3	N 88°31'11" W	44.00'
L4	N 01°28'49" E	73.45'
L5	N 01°28'49" E	199.85'
L6	N 22°27'28" E	90.35'
L8	N 83°28'59" E	218.99'
L9	N 88°31'11" W	53.00'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	20°58'39"	300.00'	109.84'	55.54'
C2	20°58'39"	315.00'	115.33'	58.32'

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496



0 20 40 80 160
1"=40' GRAPHIC SCALE

CREEKSIDE AVENUE

AS-BUILT



REBLOOM DRIVE

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
6. INSTALL 4" SDR 26 PVC. SEWER LATERAL PER CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE.
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
9. INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 8" GATE VALVE PER CITY STD. W-20
14. INSTALL 8" D.I.P. TEE
18. INSTALL 8" BLIND FLANGE
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
20. INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
35. INSTALL 1" POTABLE COPPER SEVICE AND 1" METER INSTALLATION PER CITY STD. W-4
40. INSTALL 12" X 8" D.I.P. CROSS

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
9	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 2/10/2021
RCE# 052496 EXP. 12-31-22 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/18/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/23/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
CREEKSIDE AVE. STA. 19+00.00 TO 23+73.50
REBLOOM DR. STA. 09+75.00 TO 11+94.14

W.O. No.
CIP No.
PROJECT No.
SHEET 15 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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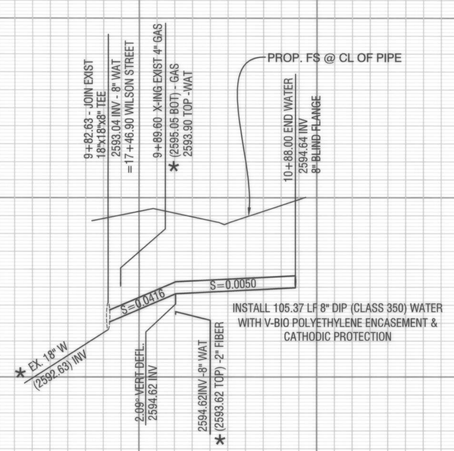
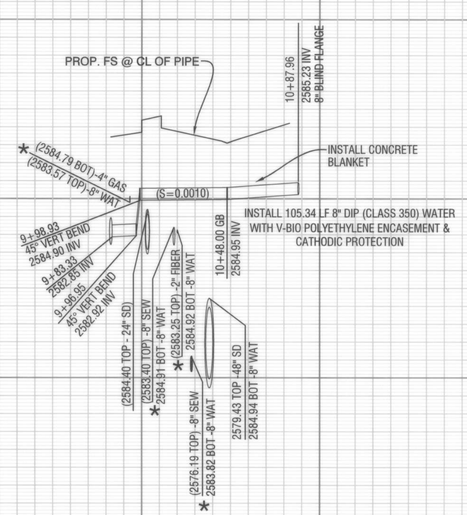


STA 17+46.90
WILSON STREET



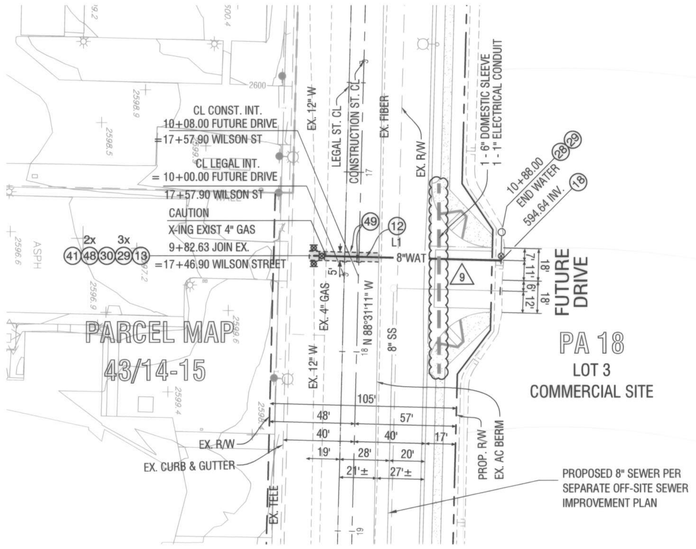
STA 28+71.58
WILSON STREET

* CONTRACTOR TO FIELD VERIFY EXISTING LOCATION AND ELEVATION PRIOR TO CONSTRUCTION

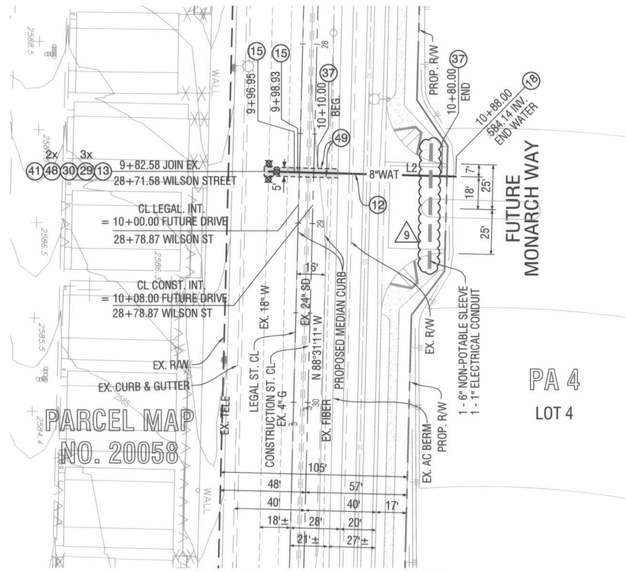
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. W-20
(15) INSTALL 8" - 45° D.I.P ELBOW
(18) INSTALL 8" BLIND FLANGE
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(30) SAW CUT AND REMOVE PORTION OF EXISTING WATER MAIN AND JOIN
(37) INSTALL CONCRETE BLANKET PER APWA STD. DWG. NO. 225-2
(41) INSTALL 18"x8"x8" D.I.P. TEE
(48) INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(49) REMOVE AND REPLACE EXISTING AC PAVEMENT OVER BASE IN KIND PER CITY STD. DWG. NO. W-30



STA 17+46.90
WILSON STREET



STA 28+71.58
WILSON STREET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	105.37'
L2	N 01°28'49" E	105.34'

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

AS-BUILT

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
A	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
WILSON STREET

W.O. No.
CIP No.
PROJECT No.
SHEET 16 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

MDS Proj. Data: I:\8940-E\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 03.04.2021 07:32:22 AM By: Station105
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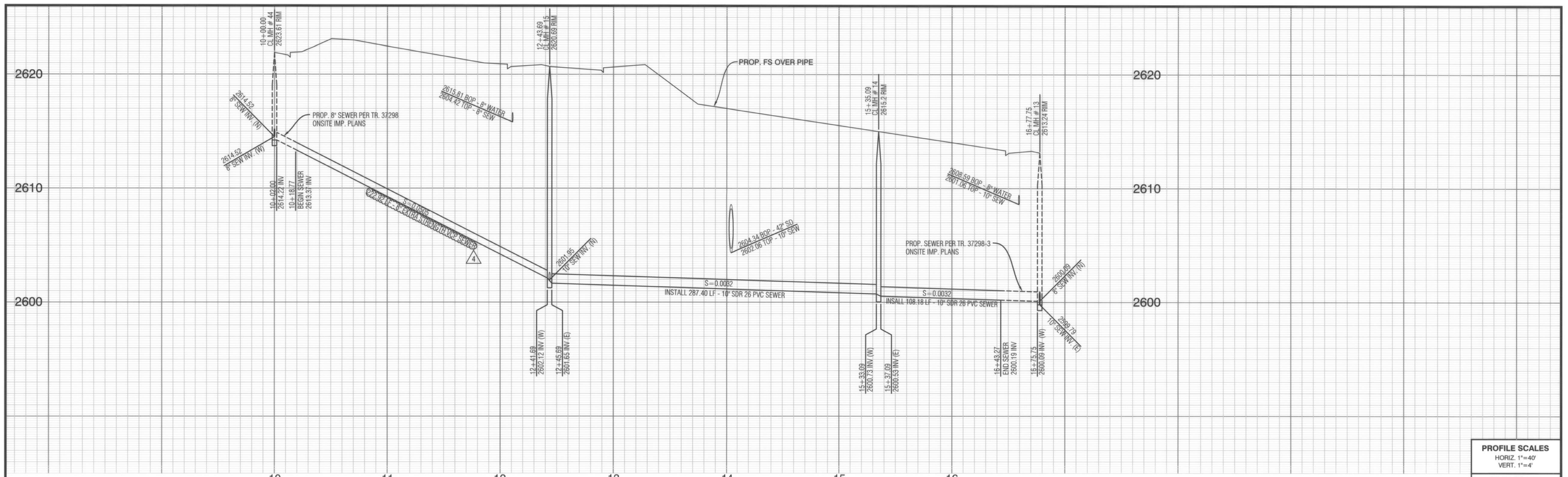
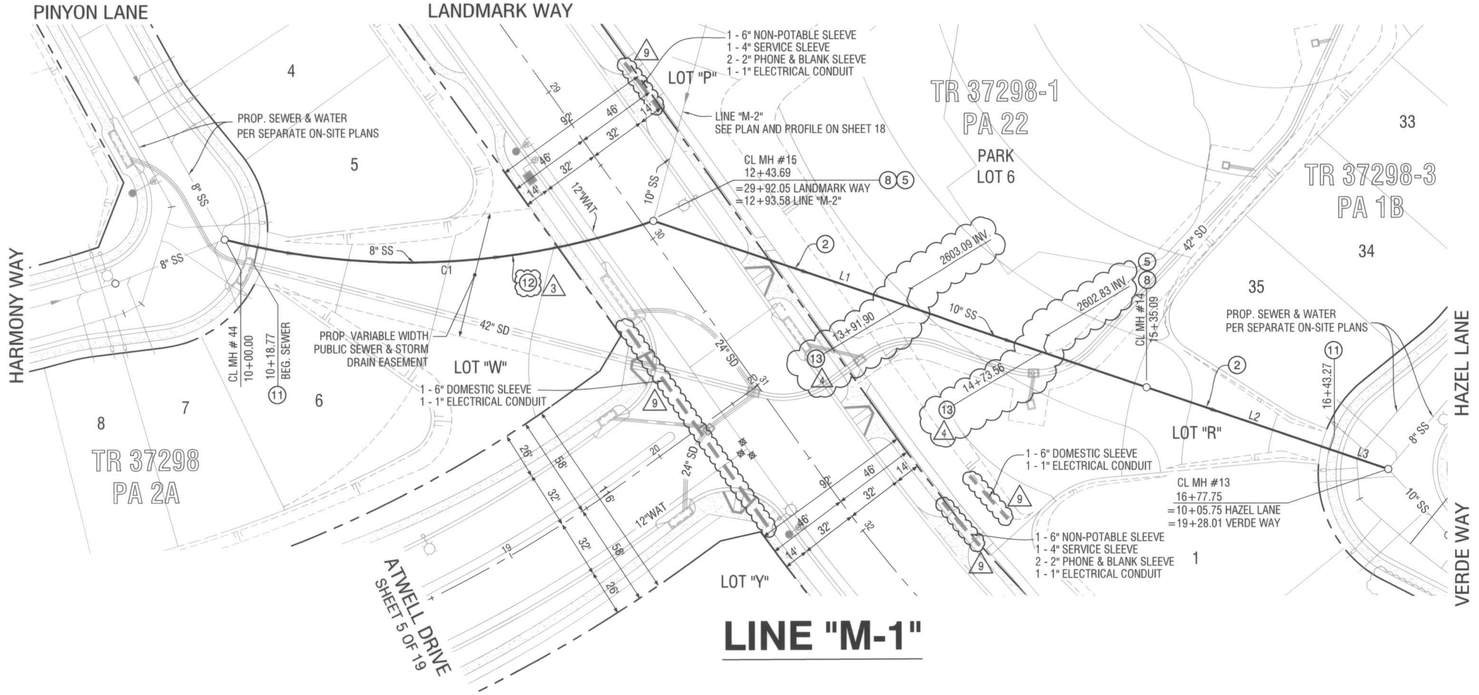


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE "M-1"

CONSTRUCTION NOTES:

2. INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP.
3 / 12. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
4 / 13. INSTALL 6" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 71°29'55" W	291.40'
L2	N 71°29'55" W	108.18'
L3	N 71°29'55" W	34.48'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	2°33'39"	420.00'	18.77'	9.39'
C1	30°41'01"	420.00'	224.92'	115.23'

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

AS-BUILT

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
2	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
4	ADD TWO 6" SEWER LATERALS FOR PA22		
5	ADD CONST. NOTE NO. 12		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LINE "M-1"
STA. 10+18.77 TO 16+43.27

W.O. No.
CIP No.
PROJECT No.
SHEET 17 OF 19

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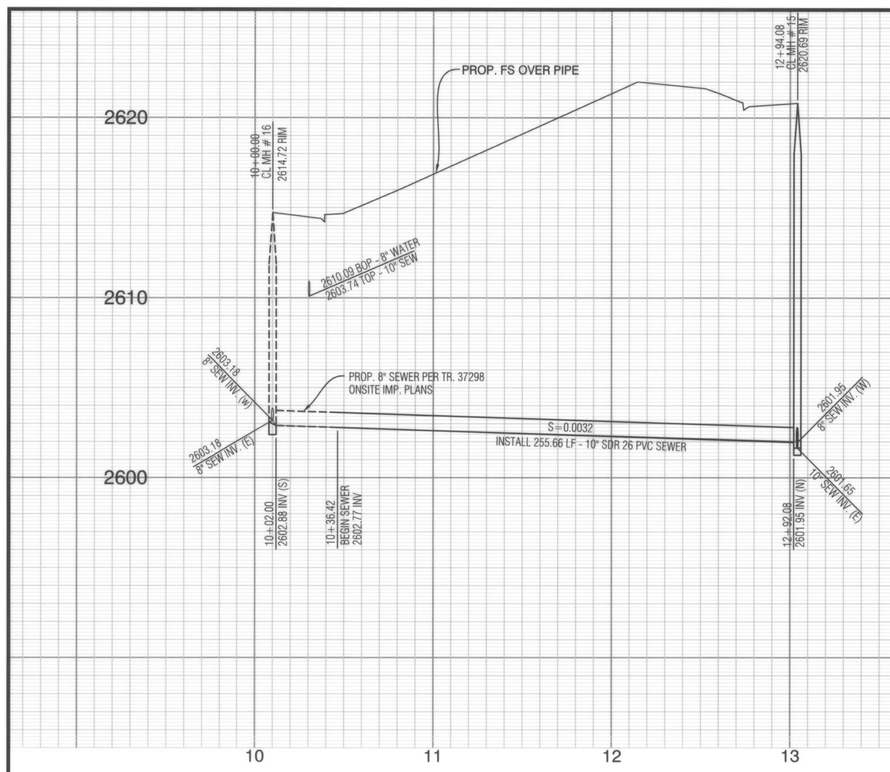
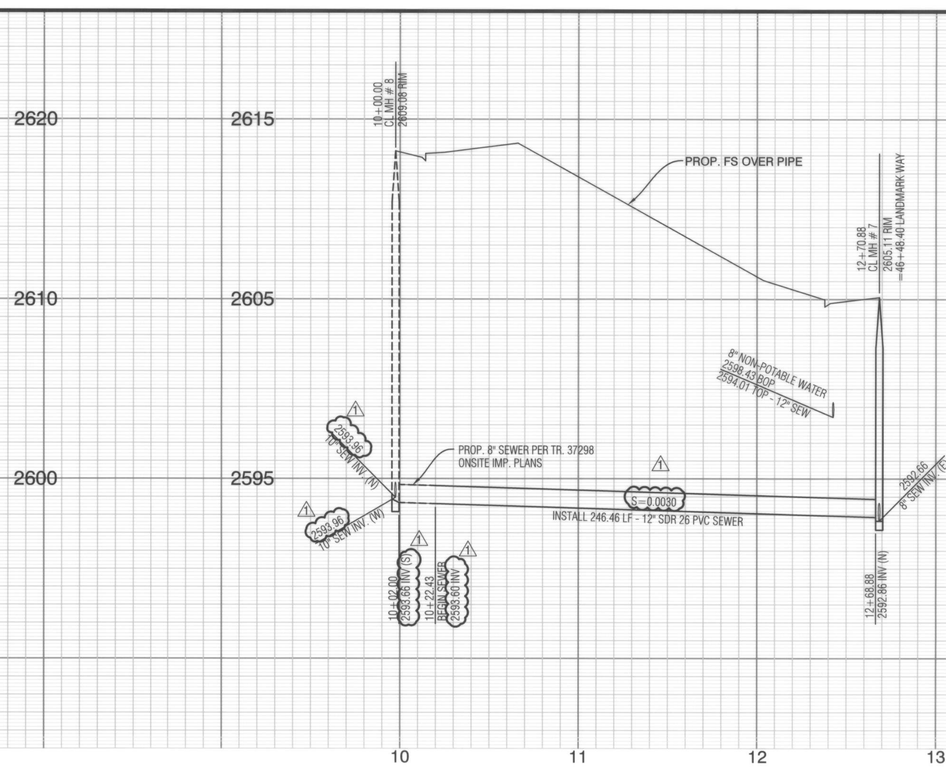
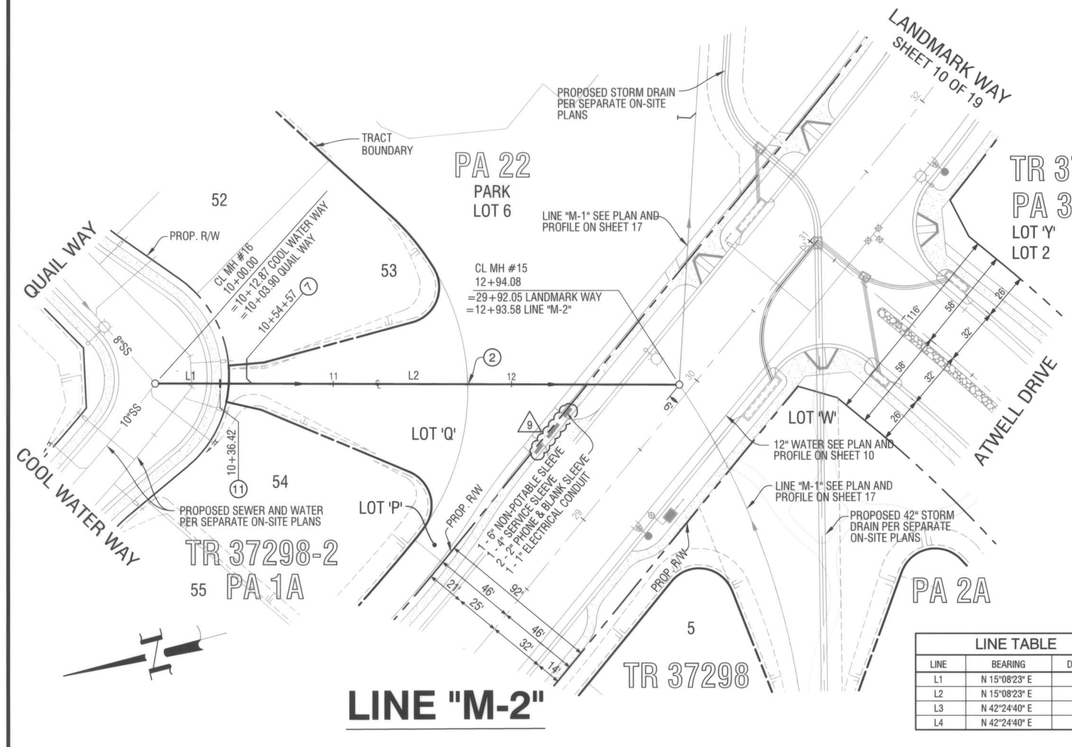


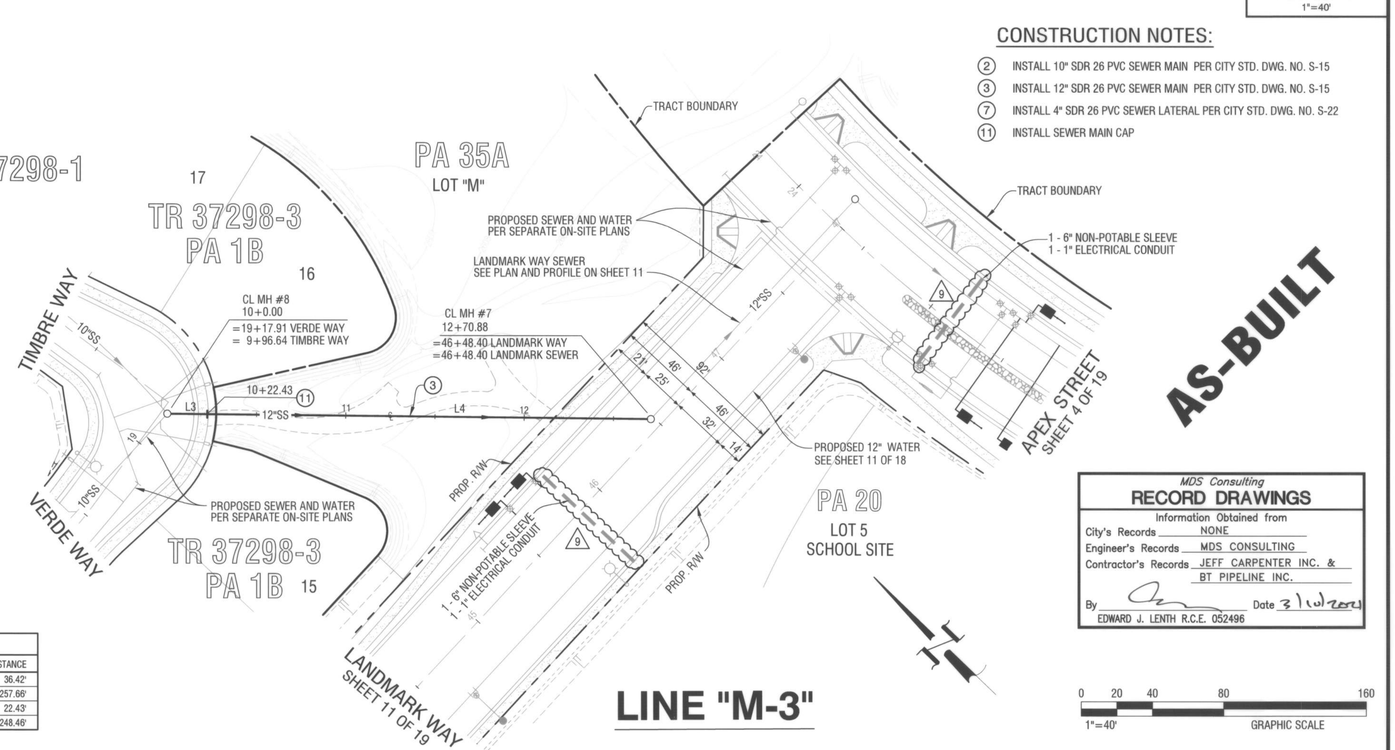


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°08'23" E	36.42'
L2	N 15°08'23" E	257.66'
L3	N 42°24'40" E	22.43'
L4	N 42°24'40" E	248.46'



CONSTRUCTION NOTES:

(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(3) INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(7) INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22
(11) INSTALL SEWER MAIN CAP

AS-BUILT

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
2	AS-BUILT PLAN, ADDED LANDSCAPE SLEEVES		
1	REV. 12" SEWER PIPE GRADIENT		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LINE "M-2" & LINE "M-3"

W.O. No.
CIP No.
PROJECT No.
SHEET 18 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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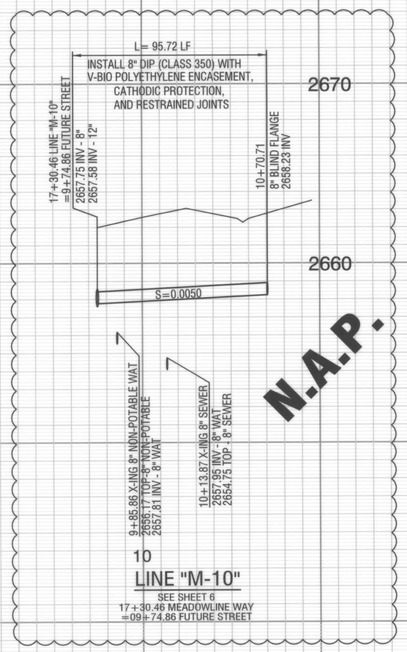

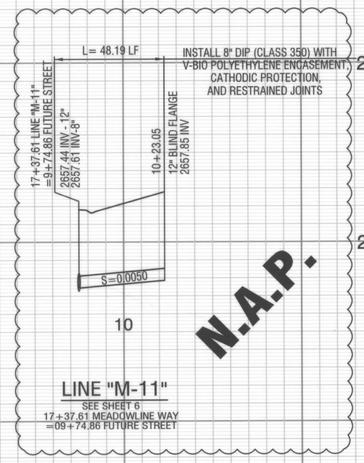

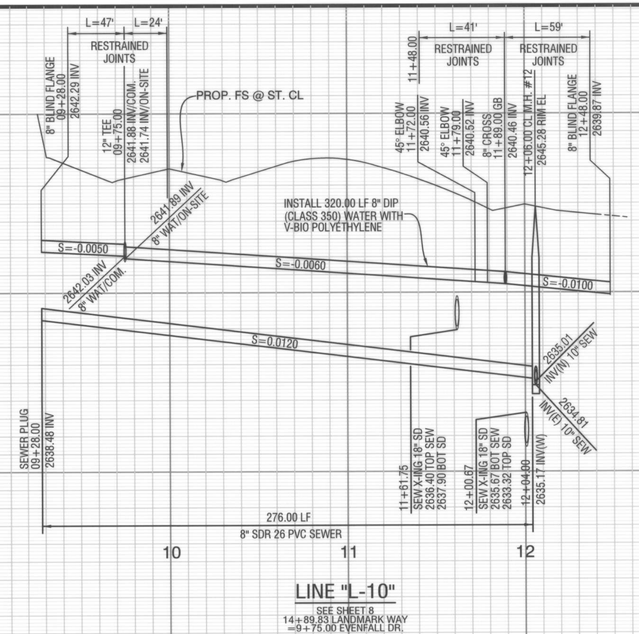

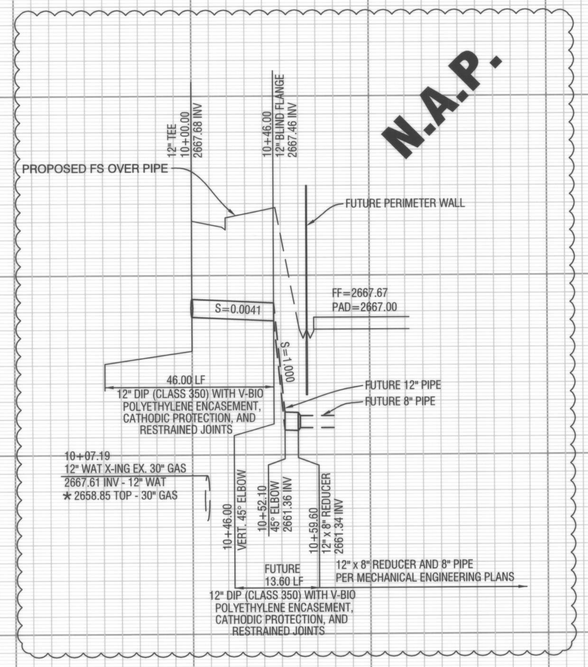

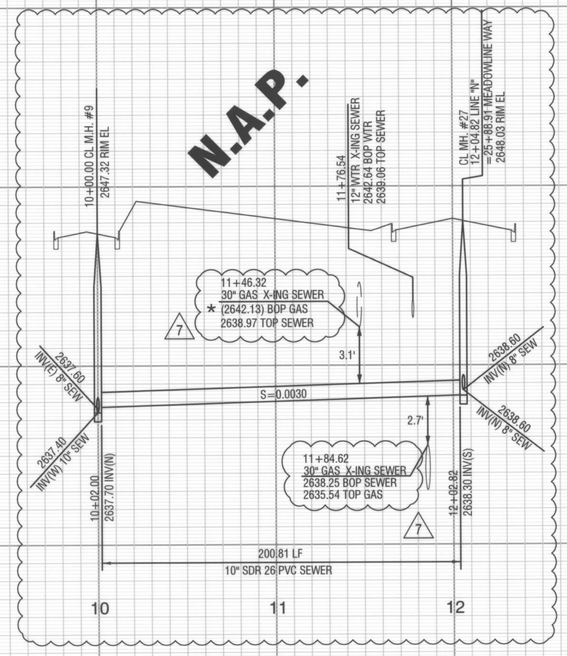

AS-BUILT

MDS Consulting
RECORD DRAWINGS
Information Obtained from
City's Records NONE
Engineer's Records MDS CONSULTING
Contractor's Records JEFF CARPENTER INC. & BT PIPELINE INC.
By _____ Date 3/10/2021
EDWARD J. LENTH R.C.E. 052496

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	AS-BUILT PLAN		
2	REVISED LINE "N" PROFILE GAS CROSSINGS		
3	REVISED LINE "L-4" PROFILE		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-21
3/10/2021 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/18/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/23/21 DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
PROFILE SHEET

W.O. No.
CIP No.
PROJECT No.
SHEET 19 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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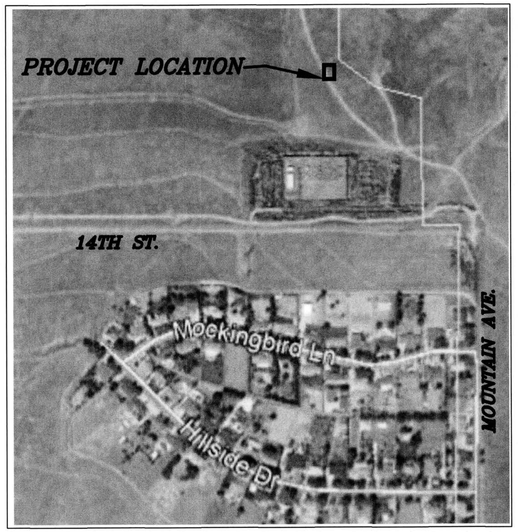
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

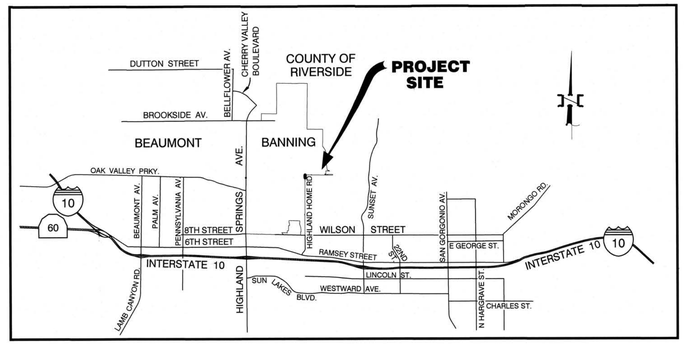
(IMP PROJECT ID - PWS-2)

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREEN BOOK) AND AWWA. ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK" AND AWWA, THE CONTRACTOR SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT OF WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS, AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTOR SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXIST FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 811 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAY NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVE WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
15. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
16. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
17. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12-FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENT AND EMERGENCY VEHICLES.
18. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
19. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
20. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
21. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
22. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
23. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
24. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
25. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
26. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPPING, BARRICADES AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
27. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
28. AS-BUILT DRAWING SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWING TO THE CITY ENGINEER.
29. ALL PIPING AND FITTINGS SHALL BE DUCTILE IRON PRESSURE CLASS 350 UNLESS OTHERWISE NOTED ON THE PLANS.
30. ALL UNDERGROUND DUCTILE IRON PIPE AND FITTINGS SHALL BE EPOXY LINED AND COATED WITH A FACTORY APPLIED ASPHALTIC MATERIAL UNLESS OTHERWISE NOTED ON THE PLANS AND BE WRAPPED WITH A PURPLE V-BIO ENHANCED POLYETHYLENE ENCASEMENT.
31. O&M MANUALS FOR ALL EQUIPMENT SHALL BE PROVIDED IN A SEARCHABLE ELECTRONIC FORMAT.
32. MINIMUM TANK FREEBOARD REQUIRED IS 10.5-FEET, 6-FEET HAVE BEEN INCLUDED IN THE TANK DESIGN. TANK MANUFACTURER SHALL DESIGN THE TANK ROOF TO WITHSTAND THE ADDITIONAL FORCES OF 4.5 FEET OF FREEBOARD.



LOCATION MAP
N.T.S.



VICINITY MAP
NOT TO SCALE

SHEET INDEX

SHEET 1 TITLE SHEET
SHEET 2 ABBREVIATIONS, LEGEND AND CONSTRUCTION NOTES AND ESTIMATED QUANTITIES
SHEET 3 SITE PLAN AND COORDINATE DATA
SHEET 4 PLAN VIEW AND ELEVATION VIEW
SHEET 5 RESERVOIR ORIENTATION PLAN AND DETAILS
SHEET 6 RESERVOIR INLET DETAILS
SHEET 7 RESERVOIR OUTLET DETAILS
SHEET 8 RINGWALL FOOTING, ANCHOR, GROUND ROD, AND ALTITUDE VALVE DETAILS
SHEET 9 OVERFLOW, COLUMN FOOTING, INSULATING FLANGE KIT AND MOUNTING BRACKET DETAIL
SHEET 10 DRAIN OUTLET, LEVEL TRANSDUCER, MANWAY, ROOF PORT AND ROOF VENT DETAILS
SHEET 11 ROOF HATCH AND FLUSH CLEANOUT DETAIL
SHEET 12 SPIRAL STAIRCASE
SHEET 13 INSIDE LADDER, HALF-SCALE LEVEL GAUGE AND CONCRETE PIPE SUPPORT DETAILS
SHEET 14 SCADA ANTENNA, LIGHT POLE AND MISCELLANEOUS DETAILS
SHEET 15 RINGWALL ANCHOR, CENTER SUPPORT COLUMN AND INTERMEDIATE COLUMN DETAILS
SHEET 16 STRUCTURAL NOTES
SHEET 17 ELECTRICAL SYMBOLS LIST, ABBREVIATIONS
SHEET 18 ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES
SHEET 19 SITE POWER AND LIGHTING PLAN
SHEET 20 ELECTRICAL DETAILS
SHEET 21 ELECTRICAL DETAILS
SHEET 22 TITLE 24 LIGHTING COMPLIANCE FORMS
SHEET 23 ELECTRICAL SCHEMATIC DIAGRAMS AND CONTROL PANEL LAYOUT
SHEET 24 PIPING AND INSTRUMENTATION DIAGRAM (P&ID)

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52°49'02.84" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.
ELEVATION = 2534.10

ASSESSORS PARCEL NUMBER

PORTION OF 531-080-014

PROJECT ADDRESS

2680 HIGHLAND HOME ROAD
BANNING, CA 92220

LEGAL DESCRIPTION

PORTION OF LOTS 20,21 AND 47 OF TRACT MAP NO. 3967, FILED IN BOOK 474 OR MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ENGINEER'S NOTICE TO CONTRACTOR

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TOW (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE OWNER PRIOR TO THE COMMENCEMENT OF WORK.

UTILITIES

WATER
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
(951) 922-3281

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA 92374
(909) 335-3928

CABLE
SPECTRUM CABLE
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951) 329-9487

SEWER
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
(951) 922-3281

TRASH
CITY OF BANNING
c/o WASTE MANAGEMENT
99 E RAMSEY STREET
BANNING, CA 92220
(951) 922-3130

STORM DRAIN
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
(951) 922-3130

ELECTRIC
CITY OF BANNING
176 EAST LINCOLN STREET
BANNING, CA 92220
(951) 922-3185

TELEPHONE
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST STREET
POMONA, CA 92363
(909) 397-0042

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
3/11/2021

OWNER
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
PH: (951)922-3130

APPLICANT/DEVELOPER
TRIPOINTE HOMES
1250 CORONA POINT COURT SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

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REVISIONS

MARK		APPR	DATE

SEAL - ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SAE ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:
City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/24/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

TITLE SHEET

W.O. NO.
SHEET 1 OF 24
MAP FILE NO.

Proj. Data: M:\Pardee\264-06 - Foothill West Reservoir\CADD\Sheets
Created: 02.01.2021 05:00:09 PM Author:----
Last Edit: 02.01.2021 05:00:09 PM By: Cramirez
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Plot Date: 02.26.2021 9:11:28 AM By: cramirez

DWG Name: M:\Pardee\264-06 - Foothill West Reservoir\CADD\Sheets\Sheet 01.dwg Plotted by: cramirez on Feb 26, 2021 - 9:11:28

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AHD	AHEAD
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APPD.	APPROVED
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
ASSY.	ASSEMBLY
AVE	AVENUE
A/V	AIR AND VACUUM
AWWA	AMERICAN WATER WORKS ASSOCIATION
BOT	BOTTOM
BV	BUTTERFLY VALVE
CATV	CABLE TELEVISION
C/C	CENTER TO CENTER
CF	CURB FACE
CL	CLASS
℄ / C/L	CENTER LINE
CMC	CEMENT MORTAR COATED
CML	CEMENT MORTAR LINED
CML&C	CEMENT MORTAR LINED AND COATED
CO	CLEAN OUT
CONC.	CONCRETE
CONT.	CONTINUOUS
CPLG.	COUPLING
DET.	DETAIL
DIA	DIAMETER
DIP/DI	DUCTILE IRON PIPE
DR.	DRIVE
DWG	DRAWING
E	EAST/EXISTING
EA	EACH
EL./ELEV.	ELEVATION
ELEC.	ELECTRIC
EP	EDGE OF PAVEMENT
EQ	EQUAL
ETC.	ETCETERA
EXP	EXPIRES
EXIST.	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FLG'D	FLANGE x FLANGE
FS	FINISHED SURFACE
G	GAS
GA	GAUGE
GB	GRADE GREAK
GEN	GENERAL
(H)/HORIZ.	HORIZONTAL
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
INT.	INTERSECTION
INV.	INVERT
I/O	INLET/OUTLET
IW	IRRIGATION WATER
JT	JOINT
LF/L.F.	LINEAL FEET
LT.	LEFT
MAX.	MAXIMUM
MG	MILLION GALLONS
MH	MANHOLE
MIN.	MINIMUM
N	NORTH/NEW
NE	NORTHEAST
NO.	NUMBER
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
OC/O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OG	ORIGINAL GROUND
P.O.C.	POINT OF CONNECTION
PR/PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
REQ'D	REQUIRED
REQMTS	REQUIREMENTS
RGS	RIGID GALVANIZED STEEL
RT.	RIGHT
R/W	RIGHT-OF-WAY
S	SLOPE/SOUTH
SCH	SCHEDULE
SEW / SS	SEWER
SFTD	SLOPE FLOOR TO DRAIN
SHT	SHEET
S.S. / S/S	STAINLESS STEEL
S.P.	STEEL PIPE
SPECS	SPECIFICATIONS
ST.	STREET
STA	STATION
STD.	STANDARD
STL.	STEEL
T	TELEPHONE
t	THICKNESS
T&B	TOP AND BOTTOM
THK	THICK
TYP.	TYPICAL
UBC	UNIFORM BUILDING CODE
U.N.O.	UNLESS NOTED OTHERWISE
(V)/VERT.	VERTICAL
VCP	VITRIFIED CLAY PIPE
W	WATER/WEST
WL	WATER LEVEL
WM	WATER METER
W.S.P.	WELDED STEEL PIPE
WV	WATER VALVE
W.W.F.	WELDED WIRE FABRIC
W/O	WEST OF
W/	WITH

LEGEND

——— W ———	NEW WATER LINE
——— E ———	PROPOSED ABOVE GRADE ELECTRICAL
——— UGE ———	PROPOSED UNDERGROUND ELECTRICAL
——— ⊥ ———	STREET ℄
— — — —	STREET R/W
——— . . ———	CITY BOUNDARY

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CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS	UNIT	QUANTITY
1	FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL PIPE 1/4" THICK WALL COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.	LF	193
2	FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL TEE COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.	EA	1
3	FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL 90° ELBOW WITH BASE ELBOW SUPPORT COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.	EA	1
4	FURNISH AND INSTALL REMOVEABLE BOLLARD PER DETAIL 26/14	EA	7
5	FURNISH AND INSTALL 18" BUTTERFLY VALVE WITH ELECTRONIC ACTUATOR AND SEISMIC ACTUATED ELECTRICAL SWITCH ASSEMBLY (FLG'D).	EA	2
6	FURNISH AND INSTALL 18" EBBA IRON DOUBLE BALL FORCED BALANCED FLEX TEND OR EQUAL.	EA	2
7	FURNISH AND INSTALL INSULATING FLANGE KIT PER DETAIL 9/9	EA	5
8	FURNISH AND INSTALL DOUBLER PLATES (2) INSIDE AND OUTSIDE OF TANK, THICKNESS AS REQUIRED.	LS	1
9	FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 90° ELBOW (FLG'D).	EA	6
10	FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED PIPE (FLG'D)(LENGTH AS REQUIRED).	LF	165
11	FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED TEE (FLG'D).	EA	2
12	FURNISH AND INSTALL 18"x16" CONCENTRIC DUCTILE IRON EPOXY LINED AND COATED REDUCER (FLG'D).	EA	2
13	FURNISH AND INSTALL 16" HANDWHEEL OPERATED BUTTERFLY VALVE WITH NON RISING STEM (FLG'D).	EA	2
14	FURNISH AND INSTALL 16" EPOXY LINED AND COATED DUCTILE IRON SPOOL (FLG'D)(LENGTH AS REQUIRED).	LF	2
15	FURNISH AND INSTALL 16" DISMANTLING JOINT (FLG'D) AS MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.	EA	1
16	FURNISH AND INSTALL 16" APCO SLANTING DISC CHECK VALVE (FLG'D).	EA	1
17	FURNISH AND INSTALL 16" DUCTILE IRON ONE WAY FLOW ALTITUDE AND SOLENOID SHUT-OFF VALVE (FLG'D) CLASS 150, 250 PSI WWP, POSITION INDICATOR, CLA-VAL MODEL 210-17.	EA	1
18	FURNISH AND INSTALL 18" APCO SLANTING DISC CHECK VALVE (FLG'D).	EA	3
19	FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 45° ELBOW (FLG'D).	EA	4
20	FURNISH AND INSTALL PIPE SUPPORT PER DETAIL 21/13	EA	4
21	FURNISH AND INSTALL CONCRETE PIER SUPPORT PER DETAIL 27/14	LS	4
22	FURNISH AND INSTALL 18" DUCTILE IRON (CLASS 350) EPOXY LINED AND COATED PIPE (ENDS PER PLAN) WITH V-BIO ENHANCED POLYWRAP, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31 AND SPECIFICATIONS.	LF	123
23	FURNISH AND INSTALL 2"-3000# HALF COUPLING AND CORP STOP.	EA	4
24	FURNISH AND INSTALL 18" EPOXY LINED AND COATED 45° ELBOW (MJxMJ) WITH ROMAGRIP RESTRAINT.	EA	4
25	FURNISH AND INSTALL 8"x8"x16" TAN SLUMPSTONE BLOCK WALL ENCLOSURE (8'-8" TALL) WITH CAP ON TOP, GRADE N-1, ALL CELLS GROUTED AND REINFORCED (VERTICAL: 2-#4 REBAR AT 24" O.C. STAGGERED ON EACH FACE, HORIZONTAL: 2-#4 REBAR AT 24" O.C.)	LS	1
26	FURNISH AND INSTALL 18" HANDWHEEL OPERATED BUTTERFLY VALVE WITH NON RISING STEM (FLG'D).	EA	4
27	FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED CROSS (FLG'D).	EA	1
28	FURNISH AND INSTALL 10' WIDE BY 8' TALL CHAIN LINK ROLLING GATE ASSEMBLY MANUALLY OPERATED INCLUDING ROLLER SUPPORT RAILS, MASONRY ATTACHMENT, INTRUSION SWITCH, LOCK AND HASP.	LS	1
29	FURNISH AND INSTALL 4' WIDE BY 8' TALL CHAIN LINK WALK GATE ASSEMBLY INCLUDING INTRUSION SWITCH PER APWA STANDARD PLAN 600-3.	EA	2
30	FURNISH AND INSTALL 18" WELDED STEEL 90° LONG RADIUS ELBOW 1/4" THICK EPOXY LINED AND COATED.	EA	1
31	FURNISH AND INSTALL #24 MESH STAINLESS STEEL WIRE INSECT SCREEN	LS	1
32	FURNISH AND INSTALL 12" WELDED STEEL EPOXY LINED AND COATED 90° ELBOW.	EA	2
33	FURNISH AND INSTALL 12" EPOXY LINED AND COATED WELDED STEEL SPOOL (FLGxPE) (LENGTH AS REQUIRED).	LF	1
34	FURNISH AND INSTALL 12" RESILIENT WEDGE GATE VALVE WITH HANDWHEEL OPERATOR, POSITION INDICATOR AND NON-RISING STEM (FLG'D).	EA	1
35	FURNISH AND INSTALL 3"ø SCHEDULE 80 STEEL MAST PER DETAIL 25/14	LS	1
36	FURNISH AND INSTALL 8" THICK REINFORCED CONCRETE PAD W/ #4 REBAR AT 18" O.C.E.W.	LS	1
37	FURNISH AND INSTALL 18" MJ CAP.	EA	2
38	FURNISH AND INSTALL 18" BLIND FLANGE.	EA	2

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES (CONT.)

	FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS	UNIT	QUANTITY
39	FURNISH AND INSTALL SAMPLE TAP ASSEMBLY PER DETAIL 1/5	EA	2
40	FURNISH AND INSTALL SAMPLE TEST STATION ASSEMBLY INCLUDING ALL PIPING AND VALVING AS REQUIRED PER DETAIL ON SHEET 7.	LS	1
41	FURNISH AND INSTALL 4' x 9' x 5-1/2' JENSEN PRE CAST CONCRETE CATCH BASIN AND FRP GRATE ASSEMBLY OVER OPENING PER SPECIFICATIONS AND SHEET 4.	LS	1
42	FURNISH AND INSTALL (3) SECURITY CAMERA ASSEMBLIES AS MANUFACTURED BY INDUSTRIAL VIDEO & CONTROL MODEL NO. PV-3633-9 INCLUDING (1) RELAY SERVER SOFTWARE MODEL RSS-4004 OR EQUAL, PER DETAIL 24/14	EA	3
43	FURNISH AND INSTALL GROUNDING ROD ASSEMBLY PER DETAIL 5/8	EA	4
44	FURNISH AND INSTALL 3.76 MG WELDED STEEL RESERVOIR ASSEMBLY WITH PRESS BROKE ROOF DESIGN INCLUDING RINGWALL FOOTING, TANK ANCHORS, ROOF ACCESS HATCH WITH INTRUSION SWITCH, ROOF VENT, ROOF PORTS, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE AND OPERABLE RESERVOIR PER DETAIL 3/8 26/15	LS	1
45	FURNISH AND INSTALL MIXER ASSEMBLY MODEL PWM400 AS MANUFACTURED BY PAX WATER TECHNOLOGIES OR EQUAL PER SPECIFICATIONS INCLUDING 24"x24" ACCESS HATCH WITH INTRUSION SWITCH ASSEMBLY.	LS	1
46	FURNISH AND INSTALL STIFFENER PLATE 3/8" THICK (4), LENGTH AS REQUIRED.	LS	1
47	FURNISH AND INSTALL SPIRAL STAIRCASE ASSEMBLY INCLUDING SELF CLOSING SECURITY DOOR WITH INTRUSION SWITCH AND CAGE (EXTEND CAGE TO 17'-6" ABOVE TANK FOOTING) PER SHEET 12 INCLUDING ALL APPURTENANCES AND FITTINGS AS REQUIRED.	LS	1
48	FURNISH AND INSTALL 18" RCP D2000 SPOOL(L=2') INCLUDING ALL APPURTENANCES AS REQUIRED TO CONNECT TO 18" RCP PER GRADING AND DRAINAGE PLANS, TRENCHING AND BEDDING PER CITY OF BANNING STANDARD NO. W-30.	LS	1
49	FURNISH AND INSTALL 1" THK. x 4" LG DRIP PLATE AROUND RESERVOIR PERIMETER PER DETAIL 2/5	LS	1
50	FURNISH AND INSTALL STIFFENER PLATE 3/8" THICK (4), LENGTH AS REQUIRED.	LS	1
51	FURNISH AND INSTALL TEMPERATURE SENSORS (3) MODEL 270-WQ101 INCLUDING PLASTIC ZIP TIES AS REQUIRED PER DETAIL 19/13	EA	3
52	FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL CROSS COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.	EA	1
53	FURNISH AND INSTALL FREE CHLORINE ANALYTICAL SYSTEM PER ENDRESS+HAUSSER INCLUDING LIQUILINE CM442 TRANSMITTER ASSEMBLY AND ALL APPRUTENANCES AS REQUIRED TO MOUNT ON TANK WALL.	LS	1
54	FURNISH AND INSTALL FLOOR DRAIN ASSEMBLY INCLUDING 4 INCH ABS PIPE AND FITTINGS (LENGTH AS REQUIRED) PER DETAIL 32/15	LS	1
55	FURNISH AND INSTALL ENCLOSURE DOOR ASSEMBLY PER DETAIL 33/15	EA	2

NOTES:

1. NOT ALL ITEMS RELATED TO TANK CONSTRUCTION ARE SHOWN ABOVE. ALL OTHER ITEMS REQUIRED FOR TANK CONSTRUCTION ARE INCLUDED IN CONSTRUCTION NOTE 44.
2. QUANTITIES SHOWN ABOVE SHALL NOT BE USED FOR BIDDING PURPOSES, CONTRACTOR SHALL ESTABLISH HIS OWN QUANTITIES FOR BIDDING.

REVISIONS

MARK		APPR	DATE

SEAL – ENGINEER: STEVEN R. ANDREWS, PROFESSIONAL ENGINEER, RCE 31259, STATE OF CALIFORNIA, CIVIL, 3-22-21

PLANS PREPARED BY:
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26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SAE ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning, Western Gateway

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
Luis Cardenas — 3/24/21 DATE
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ABBREVIATIONS, LEGEND, CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

W.O. NO.
SHEET 2 OF 24
MAP FILE NO.

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DWG Name: M:\Pardee\264-06 - Foothill West Reservoir\CADD\Sheets\Sheet 02.dwg Plotted by: cramirez on Feb 26, 2021 - 9:16:07

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

GRAPHIC SCALE: 1"=15'

PROPERTY LINE
CURB
PROPERTY LINE
ROAD CENTER LINE
ROAD CURB
ROAD SIDEWALK
FUTURE "F" STREET
ROAD CENTERLINE
PROPERTY LINE
ROAD R/W
ROAD R/W
FUTURE TRANSFORMER PAD PER SEPARATE CONTRACT
FUTURE BOOSTER PUMP BUILDING PER SEPARATE CONTRACT
TRAFFIC RATED PULL BOX PER ELECTRICAL DRAWINGS
FUTURE STANDBY GENERATOR ASSEMBLY PER SEPARATE CONTRACT
PROPERTY LINE (TYP.)
FOR SITE GRADING, PAVING AND CIVIL SITE WORK SEE TENTATIVE TRACT MAP NO. 37446 ATWELL FOOTHILL WEST ZONE RESERVOIR PAVING, GRADING & DRAINAGE PLAN
P.O.C. #2
LIGHT POLE AND SECURITY CAMERA #3
18" OUTLET ASSEMBLY PER SHEET 7
P.O.C. #4
LIGHT POLE AND SECURITY CAMERA #2
TANK ANCHORS (TYP.)
RINGWALL FOOTING
149' DIAMETER WELDED STEEL RESERVOIR PER SHEET 5
18" RETURN LINE PER TENTATIVE TRACT MAP NO. 37446 ATWELL FOOTHILL WEST ZONE RESERVOIR PAVING, GRADING & DRAINAGE PLAN
MIXER
RINGWALL FOOTING ELEV. = 2793.00
LIGHT POLE (7) (TYP.)
STORM DRAIN BY OTHERS
PERIMETER GUARDRAIL
LIGHT POLE
12" DRAIN LINE PER TENTATIVE TRACT MAP NO. 37446 ATWELL FOOTHILL WEST ZONE RESERVOIR PAVING, GRADING & DRAINAGE PLAN
PROPERTY LINE
LIGHT POLE
ELECTRICAL CONTROL PANEL PER ELECTRICAL DRAWINGS
GROUND ROD TYP. (4) EQUALLY SPACED
EDGE OF PAVEMENT
TRACT BOUNDARY (TTM 37446)
P.O.C. #1
LIGHT POLE
18" INLET ASSEMBLY PER SHEET 6
ROAD CENTERLINE
METER PEDESTAL PER ELECTRICAL DRAWINGS
P.O.C. #3
POWER POLE PER DRY UTILITY CONSULTANT PLANS
UNDERGROUND ELECTRICAL TO BE INSTALLED BY OTHERS
OVERHEAD ELECTRICAL TO BE INSTALLED BY OTHERS
PULL BOX PER DRY UTILITY CONSULTANT PLANS
18" STORM DRAIN PER TENTATIVE TRACT MAP NO. 37446 ATWELL FOOTHILL WEST ZONE RESERVOIR PAVING, GRADING & DRAINAGE PLAN
LIGHT POLE AND SECURITY CAMERA #1
UNDERGROUND ELECTRICAL TO BE INSTALLED BY OTHERS

COORDINATE DATA

	NORTHING	EASTING	DESCRIPTION
1	2289866.15	6357167.29	℄ RESERVOIR
2	2289880.04	6357177.83	℄ MIXER
3	2289944.19	6357178.13	18" OUTLET TEE
4	2289783.94	6357167.29	18" INLET ELBOW
5	2289783.94	6357140.31	18" INLET CROSS
6	2289774.93	6357171.50	ENCLOSURE SE COR.
7	2289774.93	6357137.49	ENCLOSURE SW COR.
8	2289781.33	6357131.17	ENCLOSURE NW COR.
9	2289947.54	6357240.27	℄ LIGHT POLE W/CAMERA#2 (LP4)
10	2289866.16	6357264.24	℄ LIGHT POLE (LP3)
11	2289791.75	6357240.47	℄ LIGHT POLE (LP2)
12	2289750.00	6357156.10	℄ LIGHT POLE W/CAMERA#1 (LP1)
13	2289808.42	6357086.97	℄ LIGHT POLE (LP5)
14	2289866.15	6357070.29	℄ LIGHT POLE (LP6)
15	2289973.04	6357105.65	℄ LIGHT POLE W/CAMERA#3 (LP7)
16	2289979.76	6357189.19	PULL BOX CORNER

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REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — LUIS A. CARDENAS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
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SAE ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

SITE PLAN AND COORDINATE DATA

W.O. NO.
SHEET 3 OF 24
MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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Last Edit: 02.02.2021 10:56:39 AM By: Cramirez
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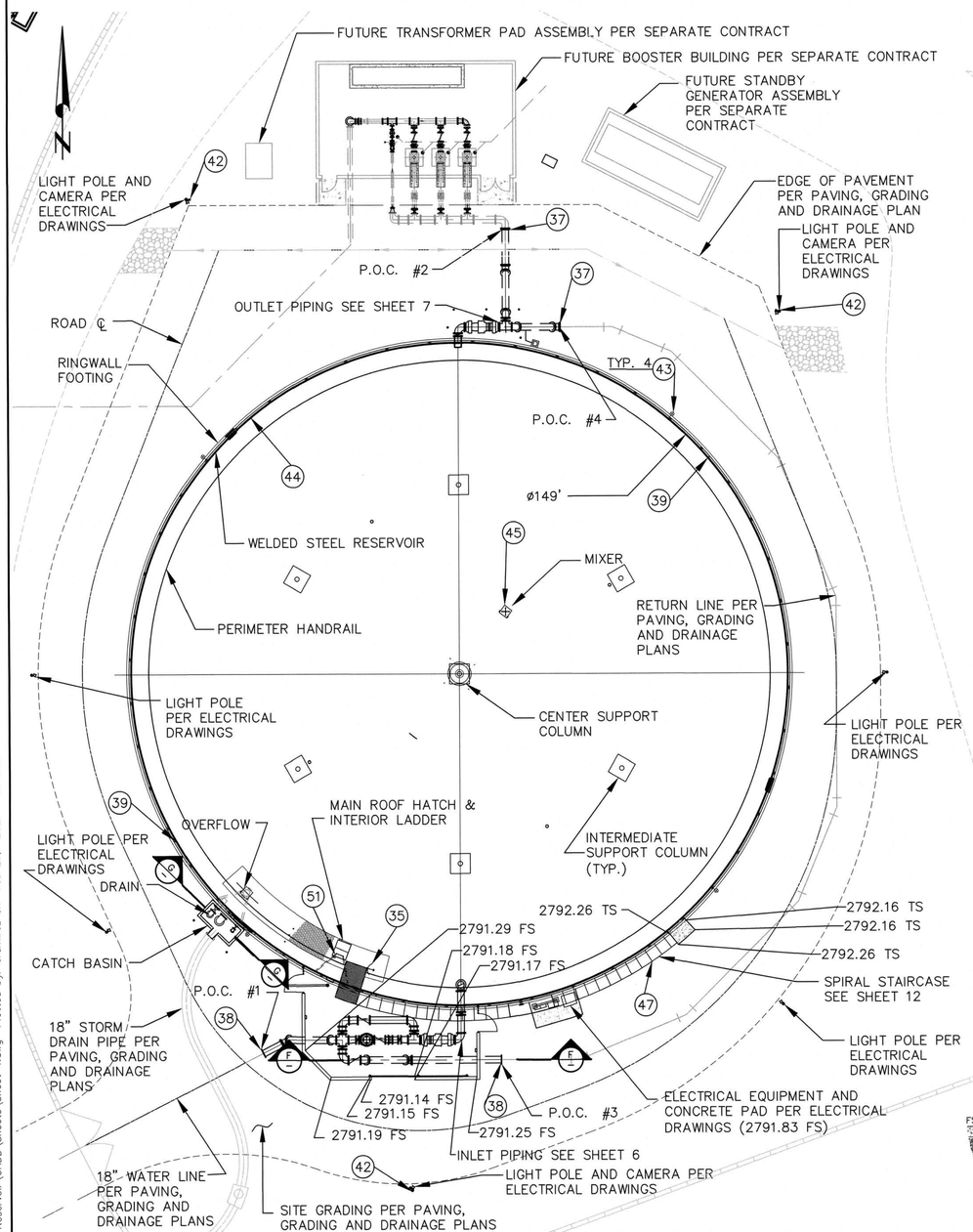
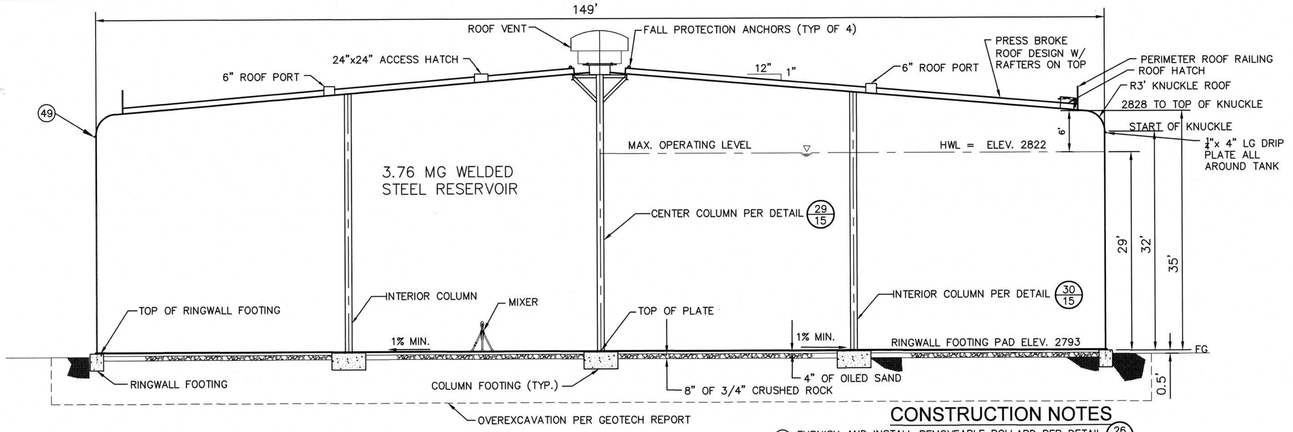
Plot Scale: 0.14531 Dwg Scale: —
Plot Date: 02.26.2021 9:15:42 AM By: cramirez



RESERVOIR PLAN VIEW AND SITE PIPING

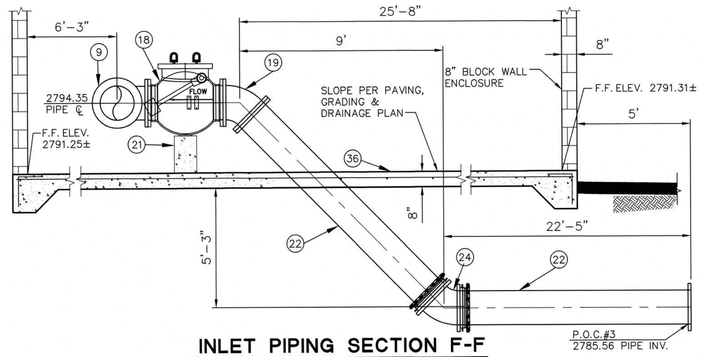
SCALE: 1" = 15'



NOTE: ROOF RAFTERS NOT SHOWN FOR CLARITY.

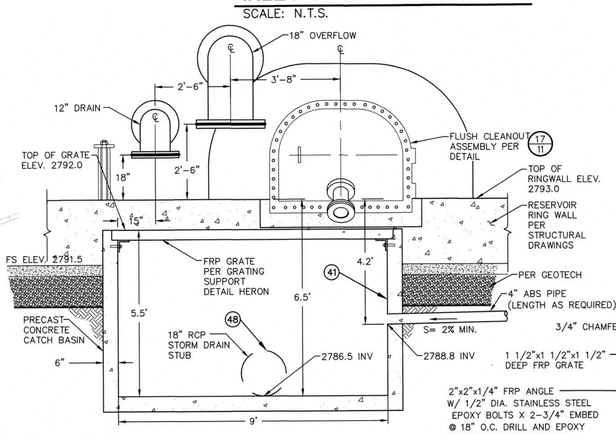
RESERVOIR ELEVATION VIEW

SCALE: N.T.S.



INLET PIPING SECTION F-F

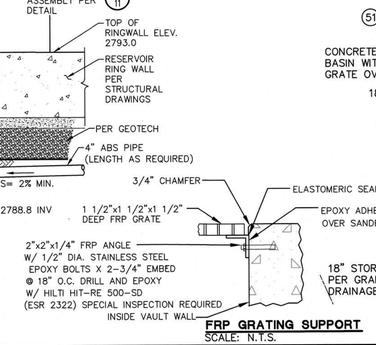
SCALE: N.T.S.



NOTE: GATE VALVE NOT SHOWN FOR CLARITY.

SECTION VIEW G-G

SCALE: N.T.S.

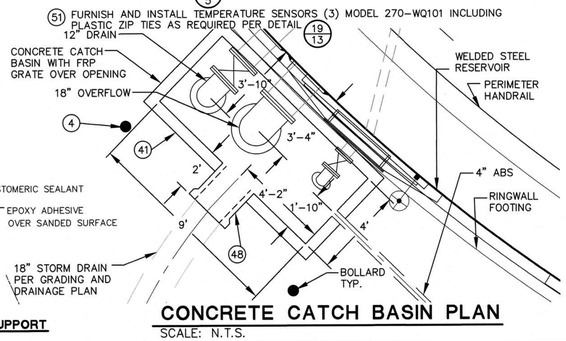


FRP GRATING SUPPORT

SCALE: N.T.S.

CONSTRUCTION NOTES

(4) FURNISH AND INSTALL REMOVEABLE BOLLARD PER DETAIL 26/14
(9) FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 90° ELBOW (FLG'D).
(18) FURNISH AND INSTALL 18" APCO SLANTING DISC CHECK VALVE (FLG'D).
(19) FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 45° ELBOW (FLG'D).
(21) FURNISH AND INSTALL CONCRETE PIER SUPPORT PER DETAIL 27/14
(22) FURNISH AND INSTALL 18" DUCTILE IRON (CLASS 350) EPOXY LINED AND COATED PIPE (ENDS PER PLAN) WITH V-BIO ENHANCED POLYWRAP, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31 AND SPECIFICATIONS.
(23) FURNISH AND INSTALL 2"-3000# HALF COUPLING AND CORP STOP.
(24) FURNISH AND INSTALL 18" EPOXY LINED AND COATED 45° ELBOW (MJxMJ) WITH ROMAGRIP RESTRAINT.
(35) FURNISH AND INSTALL 3"ø SCHEDULE 80 STEEL MAST PER DETAIL 25/14
(36) FURNISH AND INSTALL 8" THICK REINFORCED CONCRETE PAD W/ #4 REBAR AT 18" O.C.E.W.
(37) FURNISH AND INSTALL 18" MJ CAP.
(38) FURNISH AND INSTALL 18" BLIND FLANGE.
(39) FURNISH AND INSTALL SAMPLE TAP ASSEMBLY PER DETAIL 1/5
(41) FURNISH AND INSTALL 4' x 9' x 5-1/2' JENSEN PRE CAST CONCRETE CATCH BASIN AND FRP GRATE ASSEMBLY OVER OPENING PER SPECIFICATIONS AND SHEET 4.
(42) FURNISH AND INSTALL (3) SECURITY CAMERA ASSEMBLIES AS MANUFACTURED BY INDUSTRIAL VIDEO & CONTROL MODEL NO. PV-3633-9 INCLUDING (1) RELAY SERVER SOFTWARE MODEL RSS-4004 OR EQUAL, PER DETAIL 24/14
(43) FURNISH AND INSTALL GROUNDING ROD ASSEMBLY PER DETAIL 5/8
(44) FURNISH AND INSTALL 3.76 MG WELDED STEEL RESERVOIR ASSEMBLY WITH PRESS BROKE ROOF DESIGN INCLUDING RINGWALL FOOTING, TANK ANCHORS, ROOF ACCESS HATCH WITH INTRUSION SWITCH, ROOF VENT, ROOF PORTS, AND ALL OTHER APPURTENANCES REQUIRED FOR A COMPLETE AND OPERABLE RESERVOIR PER DETAIL 3/8 28/15
(45) FURNISH AND INSTALL MIXER ASSEMBLY MODEL PWM400 AS MANUFACTURED BY PAX WATER TECHNOLOGIES OR EQUAL PER SPECIFICATIONS INCLUDING 24"x24" ACCESS HATCH WITH INTRUSION SWITCH ASSEMBLY.
(47) FURNISH AND INSTALL SPIRAL STAIRCASE ASSEMBLY INCLUDING SELF CLOSING SECURITY DOOR WITH INTRUSION SWITCH AND CAGE (EXTEND CAGE TO 17'-6" ABOVE TANK FOOTING) PER SHEET 12 INCLUDING ALL APPURTENANCES AND FITTINGS AS REQUIRED.
(48) FURNISH AND INSTALL 18" RCP D2000 SPOOL(L=2') INCLUDING ALL APPURTENANCES AS REQUIRED TO CONNECT TO 18" RCP PER GRADING AND DRAINAGE PLANS, TRENCHING AND BEDDING PER CITY OF BANNING STANDARD NO. W-30.
(49) FURNISH AND INSTALL 1" THK. x 4" LG DRIP PLATE AROUND RESERVOIR PERIMETER PER DETAIL 2/5
(51) FURNISH AND INSTALL TEMPERATURE SENSORS (3) MODEL 270-WQ101 INCLUDING PLASTIC ZIP TIES AS REQUIRED PER DETAIL 19/13



CONCRETE CATCH BASIN PLAN

SCALE: N.T.S.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER: REGISTERED PROFESSIONAL ENGINEER — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-22-21

PLANS PREPARED BY: STEVEN ANDREWS ENGINEERING, 26501 RANCHO PARKWAY SOUTH, SUITE 204, LAKE FOREST, CA 92630, (949) 215-5050

SCALE:
DATE: 02/26/21
DRAWN BY: CR
DESIGNED BY: PH
CHECKED BY: SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

PLAN AND ELEVATION VIEW

W.O. NO.
SHEET 4 OF 24
MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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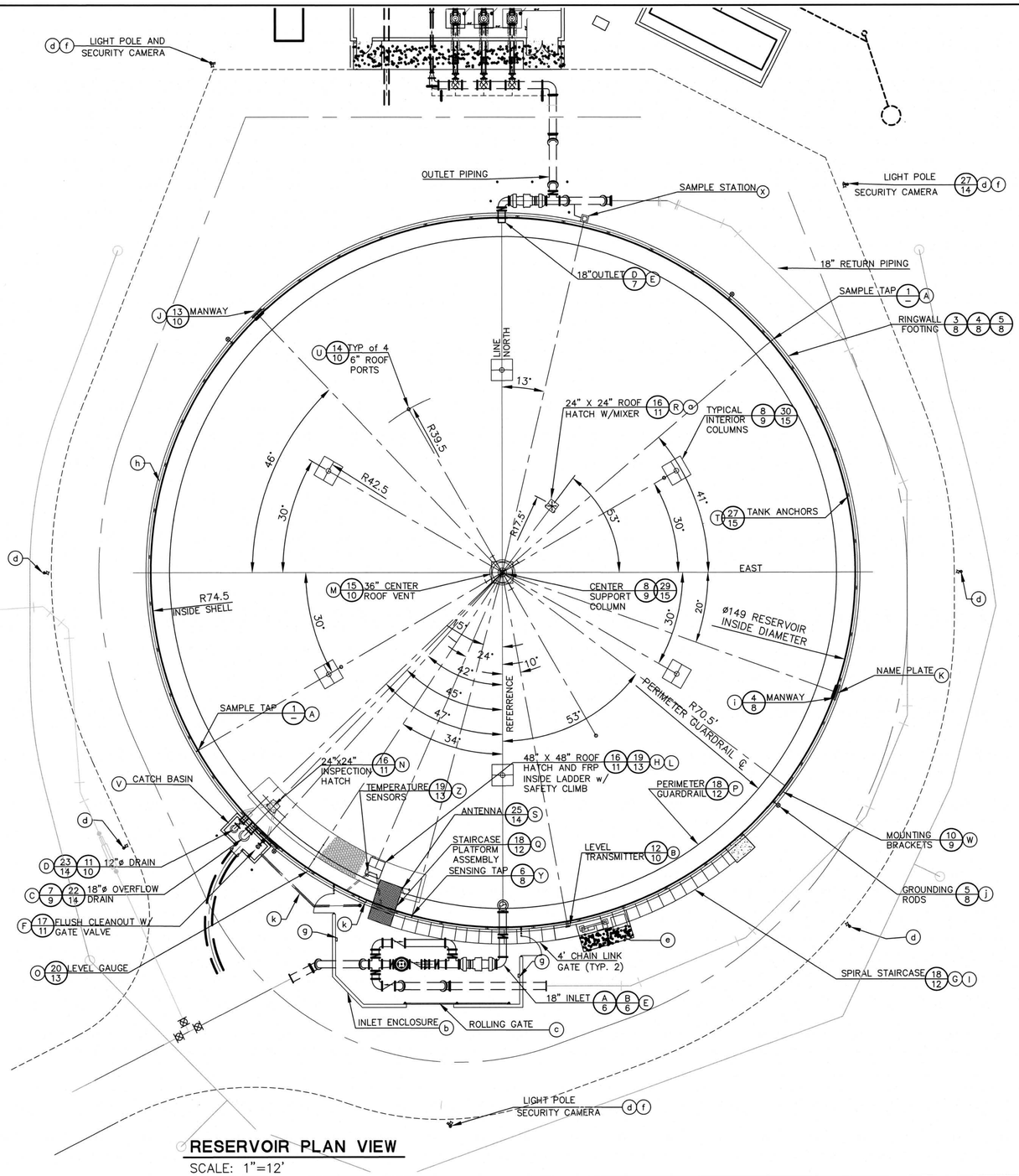


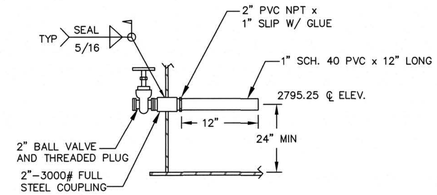
RESERVOIR PLAN VIEW

SCALE: 1"=12'

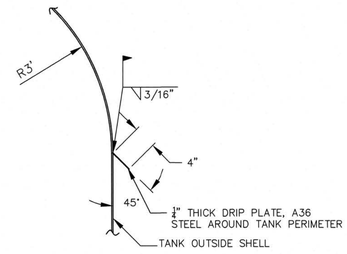
TANK APPURTENANCES		
ITEM	DESCRIPTION	QTY.
A	SAMPLE TAP COUPLING	2
B	TRANSDUCER FLANGED NOZZLE	1
C	18" OVERFLOW	1
D	12" DRAIN	1
E	18" INLET AND 18" OUTLET	2
F	36"x48" FLUSH CLEANOUT W/4" GATE VALVE	1
G	SPIRAL STAIRCASE AND CAGE	1
H	FRP INSIDE LADDER	1
I	SECURITY DOOR WITH LOCK	1
J	24" MONOBOLT MANWAY	1
K	STD. AWWA TANK NAMEPLATE	1
L	48"x48" ROOF HATCH	1
M	36" ROOF VENT	1
N	24"x24" INSPECTION ROOF HATCH	1
O	HALF SCALE LEVEL GAGE	1
P	PERIMETER GUARDRAIL	1
Q	STAIRCASE PLATFORM	1
R	24"X24" ROOF HATCH	1
S	3" DIA. STEEL PIPE (FOR ANTENNA MAST)	1
T	TANK ANCHORS	48
U	6" ROOF PORT	4
V	CATCH BASIN	1
W	MOUNTING BRACKETS FOR CONDUITS	6
X	SAMPLE STATION	1
Y	ALTITUDE VALVE SENSING LINE CONNECTION	1
Z	TEMPERATURE SENSORS	3
a	MIXER	1
b	MASONRY BLOCK INLET PIPING ENCLOSURE	1
c	10' WIDE CHAIN LINK ROLLING GATE ASSEMBLY	1
d	LIGHT POLE ASSEMBLY	7
e	ELECTRICAL AND SCADA PANELS	1
f	POLE MOUNTED SECURITY CAMERAS	3
g	WALL MOUNTED LIGHT ASSEMBLY	2
h	1/4" DRIP PLATE AROUND TANK PERIMETER	1
i	30" MONOBOLT MANWAY	1
j	GROUNDING RODS (EQUALLY SPACED AROUND TANK)	4
k	CHLORINE ANALYZER AND FLOOR DRAIN ASSEMBLY	1

NOTES:

1. ANGULAR LOCATION FROM TANK CENTER FOR FEATURES AN APPURTENANCES CAN BE ADJUSTED TO AVOID INTERFERRENCE WITH FORMED ROOF PANELS, BUT RADIAL DIMENSIONS MUST BE HELD WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. FORMED ROOF PANEL SECTIONS ARE NOT DEPICTED IN THE DRAWING.
3. ALL HATCHES, DOORS, GATE AND ELECTRICAL CABINET DOOR SHALL HAVE INTRUSION SWITCHES.



2" SAMPLE TAP DETAIL (1/–)
N. T. S.



DRIP PLATE DETAIL (2/–)
N. T. S.

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Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER: REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA 3-24-21

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

RESERVOIR ORIENTATION PLAN AND DETAILS

W.O. NO. _____
SHEET 5 OF 24
MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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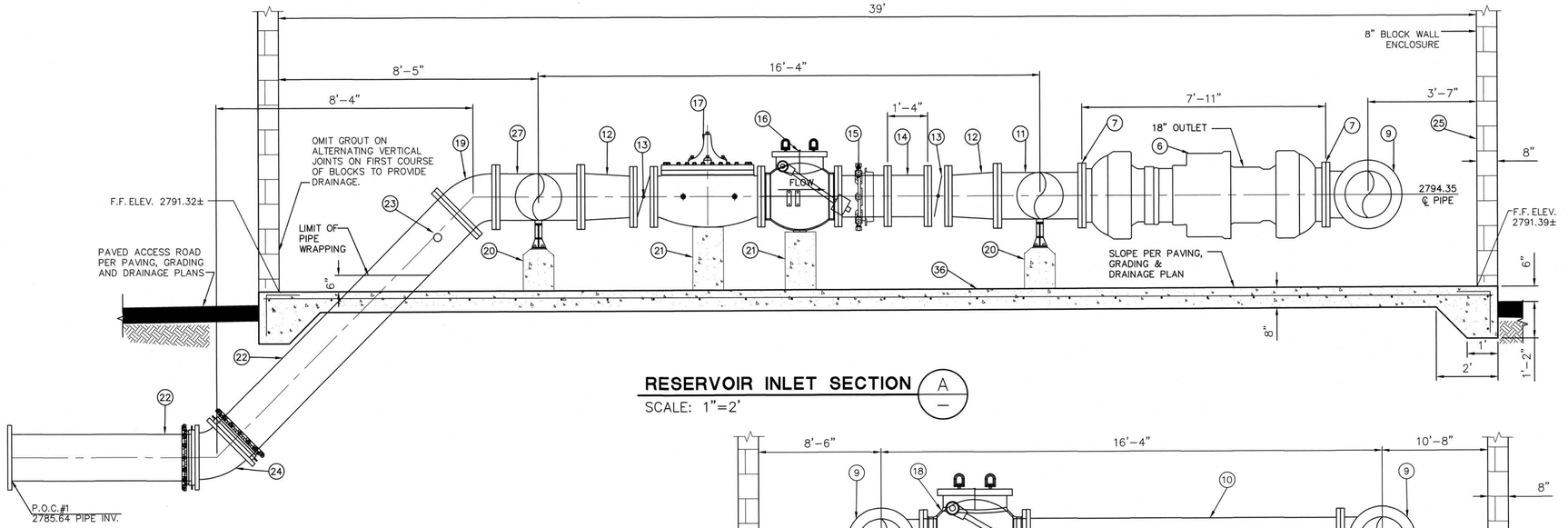
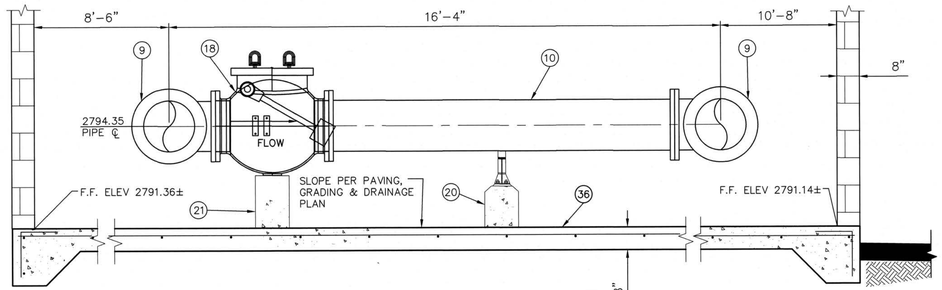


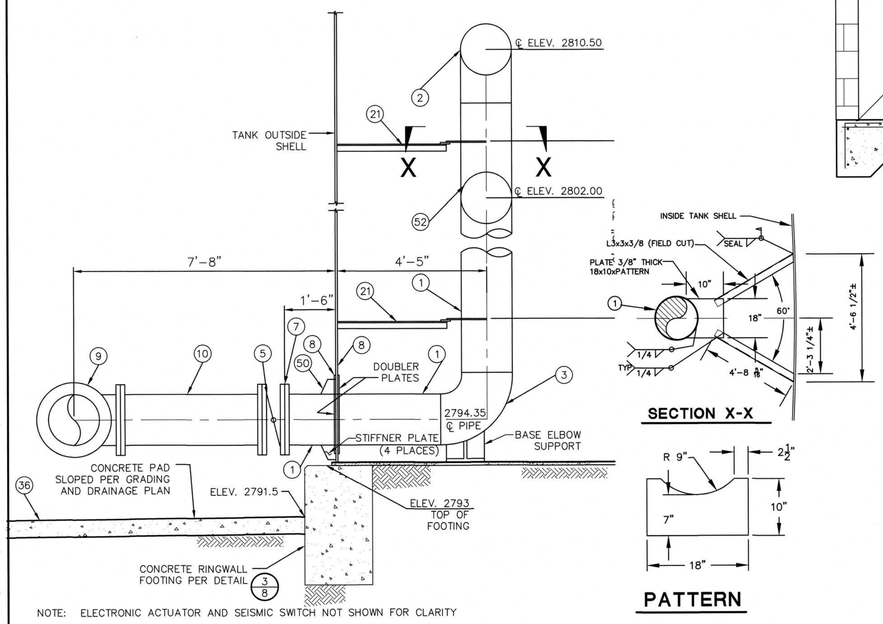
RESERVOIR INLET SECTION (A/—)

SCALE: 1"=2'



RESERVOIR INLET SECTION (G/—)

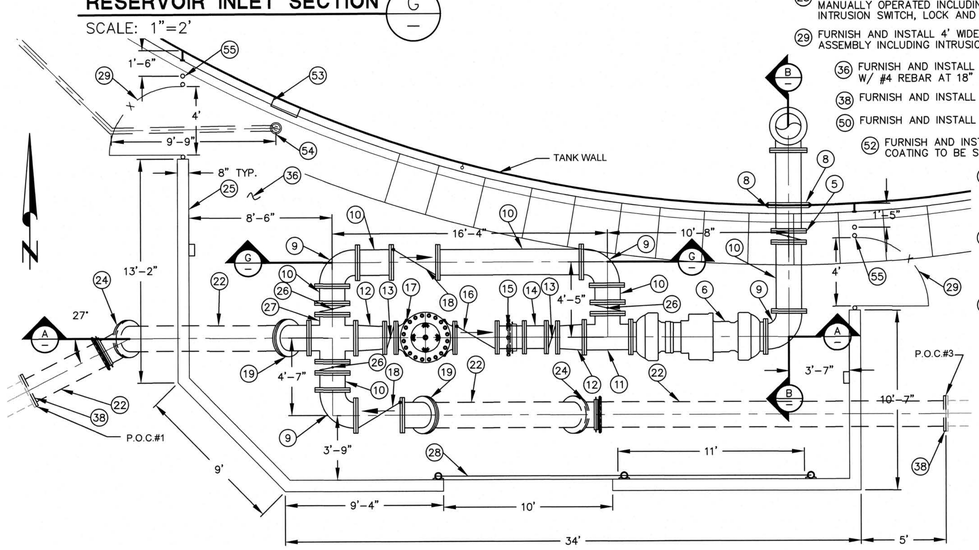
SCALE: 1"=2'



NOTE: ELECTRONIC ACTUATOR AND SEISMIC SWITCH NOT SHOWN FOR CLARITY

RESERVOIR INLET SECTION (B/—)

SCALE: 1"=2'



RESERVOIR INLET PLAN VIEW

SCALE: 1"=4'

CONSTRUCTION NOTES

1. FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL PIPE 1/4" THICK WALL COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.
2. FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL TEE COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.
3. FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL 90° ELBOW WITH BASE ELBOW SUPPORT COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.
5. FURNISH AND INSTALL 18" BUTTERFLY VALVE WITH ELECTRONIC ACTUATOR AND SEISMIC ACTUATED ELECTRICAL SWITCH ASSEMBLY (FLG'D).
6. FURNISH AND INSTALL 18" EBBA IRON DOUBLE BALL FORCED BALANCED FLEX TEND OR EQUAL.
7. FURNISH AND INSTALL INSULATING FLANGE KIT PER DETAIL 9/9
8. FURNISH AND INSTALL DOUBLER PLATES (2) INSIDE AND OUTSIDE OF TANK, THICKNESS AS REQUIRED.
9. FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 90° ELBOW (FLG'D).
10. FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED PIPE (FLG'D)(LENGTH AS REQUIRED).
11. FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED TEE (FLG'D).
12. FURNISH AND INSTALL 18"x16" CONCENTRIC DUCTILE IRON EPOXY LINED AND COATED REDUCER (FLG'D).
13. FURNISH AND INSTALL 16" HANDWHEEL OPERATED BUTTERFLY VALVE WITH NON RISING STEM (FLG'D).
14. FURNISH AND INSTALL 16" EPOXY LINED AND COATED DUCTILE IRON SPOOL (FLG'D)(LENGTH AS REQUIRED).
15. FURNISH AND INSTALL 16" DISMANTLING JOINT (FLG'D) AS MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.
16. FURNISH AND INSTALL 16" APCO SLANTING DISC CHECK VALVE (FLG'D).
17. FURNISH AND INSTALL 16" DUCTILE IRON ONE WAY FLOW ALTITUDE AND SOLENOID SHUT-OFF VALVE (FLG'D) CLASS 150, 250 PSI WWP, POSITION INDICATOR, CLA-VAL MODEL 210-17.
18. FURNISH AND INSTALL 18" APCO SLANTING DISC CHECK VALVE (FLG'D).
19. FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 45° ELBOW (FLG'D).
20. FURNISH AND INSTALL PIPE SUPPORT PER DETAIL 21/13
21. FURNISH AND INSTALL CONCRETE PIER SUPPORT PER DETAIL 27/14
22. FURNISH AND INSTALL 18" DUCTILE IRON (CLASS 350) EPOXY LINED AND COATED PIPE (ENDS PER PLAN) WITH V-BIO ENHANCED POLYWRAP, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31 AND SPECIFICATIONS.
23. FURNISH AND INSTALL 2"-3000# HALF COUPLING AND CORP STOP.
24. FURNISH AND INSTALL 18" EPOXY LINED AND COATED 45° ELBOW (MJxMJ) WITH ROMAGRIP RESTRAINT.
25. FURNISH AND INSTALL 8"x8"x16" TAN SLUMPSTONE BLOCK WALL ENCLOSURE (8'-8" TALL) WITH CAP ON TOP, GRADE N-1, ALL CELLS GROUTED AND REINFORCED (VERTICAL: 2-#4 REBAR AT 24" O.C. STAGGERED ON EACH FACE, HORIZONTAL: 2-#4 REBAR AT 24" O.C.)
26. FURNISH AND INSTALL 18" HANDWHEEL OPERATED BUTTERFLY VALVE WITH NON RISING STEM (FLG'D).
27. FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED CROSS (FLG'D).
28. FURNISH AND INSTALL 10' WIDE BY 8' TALL CHAIN LINK ROLLING GATE ASSEMBLY MANUALLY OPERATED INCLUDING ROLLER SUPPORT RAILS, MASONRY ATTACHMENT, INTRUSION SWITCH, LOCK AND HASP.
29. FURNISH AND INSTALL 4' WIDE BY 8' TALL CHAIN LINK WALK GATE ASSEMBLY INCLUDING INTRUSION SWITCH PER APWA STANDARD PLAN 600-3.
36. FURNISH AND INSTALL 8" THICK REINFORCED CONCRETE PAD W/ #4 REBAR AT 18" O.C.E.W.
38. FURNISH AND INSTALL 18" BLIND FLANGE.
50. FURNISH AND INSTALL STIFFENER PLATE 3/8" THICK (4), LENGTH AS REQUIRED.
52. FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL CROSS COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.
53. FURNISH AND INSTALL FREE CHLORINE ANALYTICAL SYSTEM PER ENDRESS+HAUSSER INCLUDING LIQUILINE CM442 TRANSMITTER ASSEMBLY AND ALL APPRUTENANCES AS REQUIRED TO MOUNT ON TANK WALL.
54. FURNISH AND INSTALL FLOOR DRAIN ASSEMBLY INCLUDING 4 INCH ABS PIPE AND FITTINGS (LENGTH AS REQUIRED) PER DETAIL 32/15
55. FURNISH AND INSTALL ENCLOSURE DOOR ASSEMBLY PER DETAIL 33/15

Call before you Dig
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REVISIONS

MARK	APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA 3-22-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SEA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP: 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP: 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

RESERVOIR INLET DETAILS

W.O. NO.

SHEET 6 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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Plot Date: 02.26.2021 9:24:38 AM By: cramirez

CONSTRUCTION NOTES

(1) FURNISH AND INSTALL 18" EPOXY LINED WELDED STEEL PIPE 1/4" THICK WALL COATING TO BE SAME AS COATING USED ON INTERIOR OF TANK.

(4) FURNISH AND INSTALL REMOVEABLE BOLLARD PER DETAIL (26/14)

(5) FURNISH AND INSTALL 18" BUTTERFLY VALVE WITH ELECTRONIC ACTUATOR AND SEISMIC ACTUATED ELECTRICAL SWITCH ASSEMBLY (FLG'D).

(6) FURNISH AND INSTALL 18" EBBA IRON DOUBLE BALL FORCED BALANCED FLEX TEND OR EQUAL.

(7) FURNISH AND INSTALL INSULATING FLANGE KIT PER DETAIL (9/9)

(8) FURNISH AND INSTALL DOUBLER PLATES (2) INSIDE AND OUTSIDE OF TANK, THICKNESS AS REQUIRED.

(9) FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 90° ELBOW (FLG'D).

(11) FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED TEE (FLG'D).

(19) FURNISH AND INSTALL 18" DUCTILE IRON EPOXY LINED AND COATED 45° ELBOW (FLG'D).

(20) FURNISH AND INSTALL PIPE SUPPORT PER DETAIL (21/13)

(22) FURNISH AND INSTALL 18" DUCTILE IRON (CLASS 350) EPOXY LINED AND COATED PIPE (ENDS PER PLAN) WITH V-BIO ENHANCED POLYWRAP, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31 AND SPECIFICATIONS.

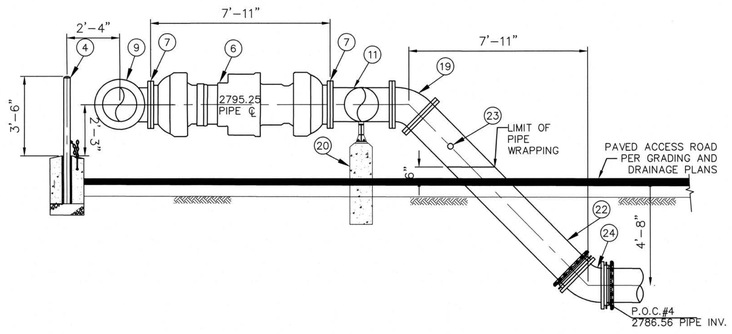
(23) FURNISH AND INSTALL 2"-3000# HALF COUPLING AND CORP STOP.

(24) FURNISH AND INSTALL 18" EPOXY LINED AND COATED 45° ELBOW (MJxMJ) WITH ROMAGRIP RESTRAINT.

(26) FURNISH AND INSTALL 18" HANDWHEEL OPERATED BUTTERFLY VALVE WITH NON RISING STEM (FLG'D).

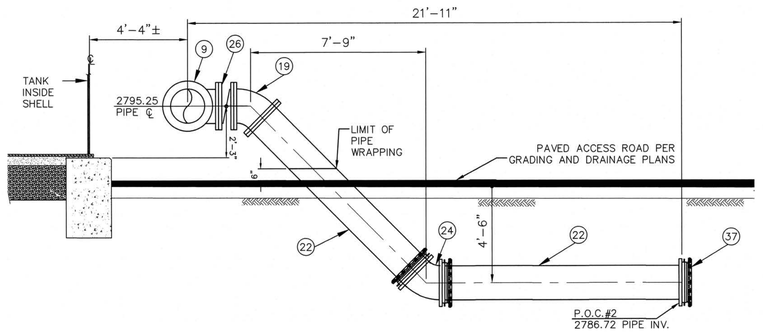
(37) FURNISH AND INSTALL 18" MJ CAP.

(40) FURNISH AND INSTALL SAMPLE TEST STATION ASSEMBLY INCLUDING ALL PIPING AND VALVING AS REQUIRED PER DETAIL ON SHEET 7.



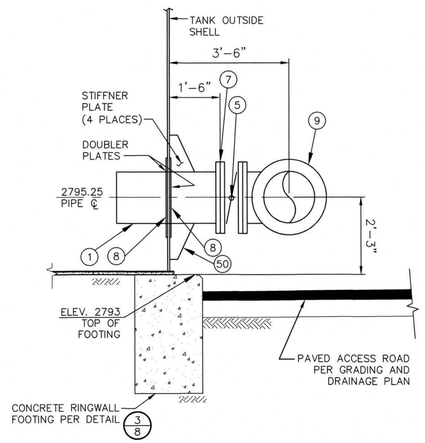
RESERVOIR OUTLET PIPING SECTION (C/—)

SCALE: 1"=3'



RESERVOIR OUTLET PIPING SECTION (E/—)

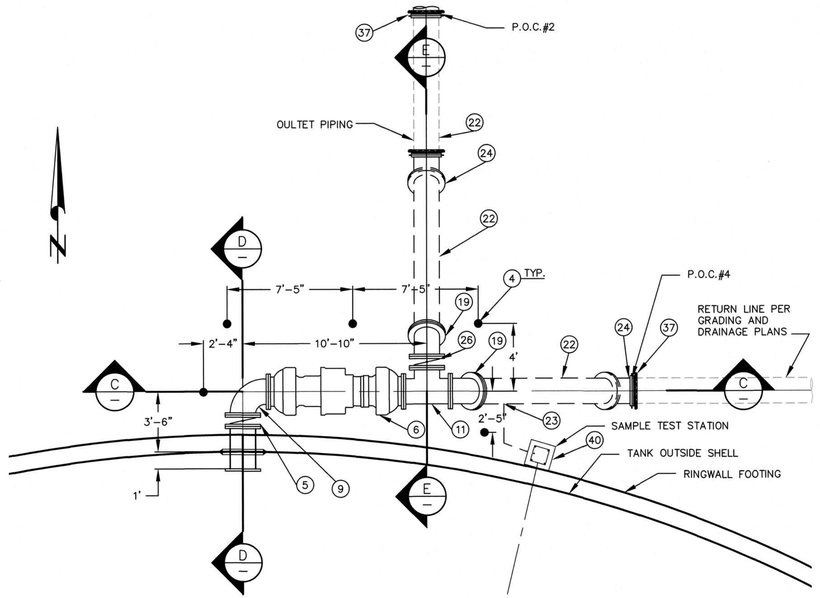
SCALE: 1"=3'



NOTE: ELECTRONIC ACTUATOR AND SEISMIC SWITCH NOT SHOWN FOR CLARITY

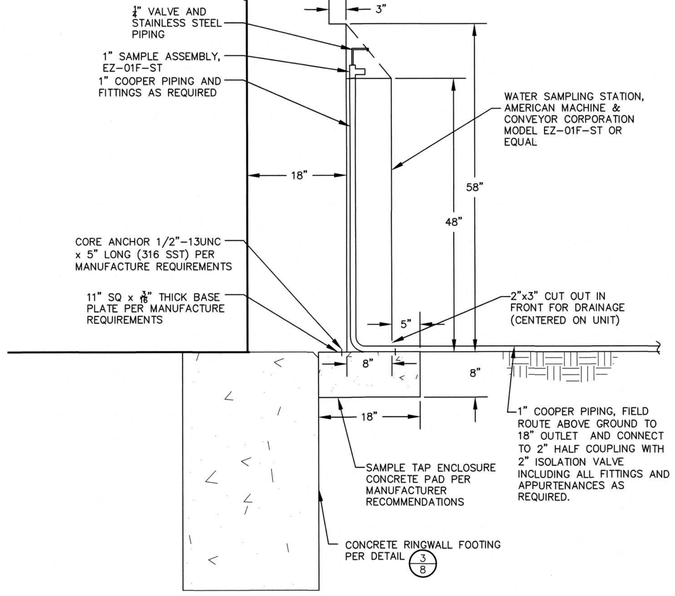
RESERVOIR OUTLET SECTION (D/—)

SCALE: 1"=2'



RESERVOIR OUTLET PLAN VIEW

SCALE: 1"=4'



SAMPLE TEST STATION DETAIL

SCALE: N.T.S.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

STEVEN R. ANDREWS — No. RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SEA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/24/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

RESERVOIR OUTLET DETAILS

W.O. NO.

SHEET 7 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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Last Edit: 02.01.2021 04:56:53 PM By: Cramirez

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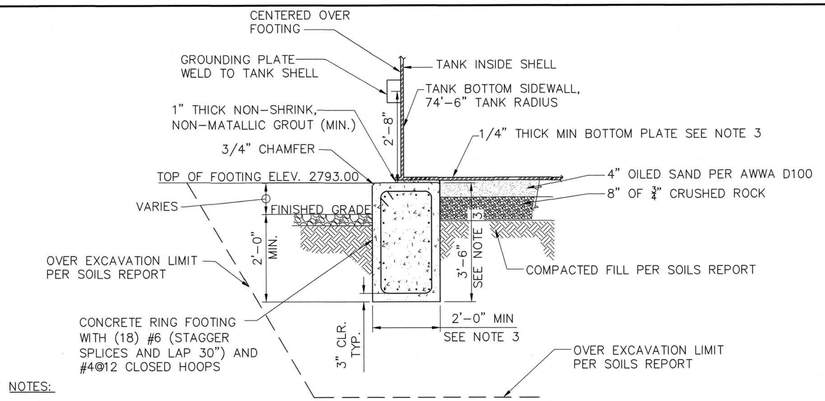
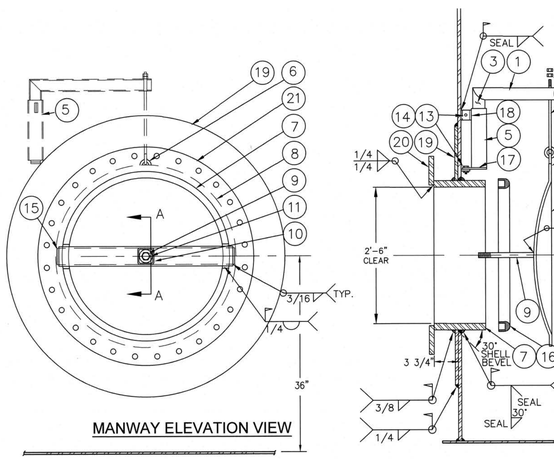


NOTES:

1. TOP OF FOOTING SHALL BE LEVEL WITHIN 1/8" IN ANY 30 FEET DISTANCE ALONG THE CIRCUMFERENCE OF THE TANK AND NOT VARY BY MORE THAN 1/4" FROM AN ESTABLISHED PLANE.
2. FINISH EXPOSED SURFACES TO ORDINARY SURFACE FINISH PER GREENBOOK SECTION 303-1.9.2.
3. CONTRACTOR SHALL ENGINEER AND SUBMIT STAMPED CALCULATIONS AND DRAWINGS FOR ALL STRUCTURAL TANK DETAILS, SECTIONS AND RINGWALL FOOTING INCLUDING MATERIAL SPECIFICATIONS, SIZING, DIMENSIONS AND SPACING.
4. PROVIDE CONCRETE WITH A MINIMUM 28-DAY COMPRESSIVE STRENGTH OF 4,000 PSI PER SPECIFICATIONS, WATER-CEMENT RATIO OF 0.50 MAX., AND 1" MAX AGGREGATE. PROVIDE REINFORCING COMPLYING WITH ASTM A615 GR 60.
5. THE FOOTING DETAILS ARE CONSIDERED MINIMUM AND SHALL BE INCREASED AS NECESSARY TO COMPLY WITH THE CONTRACTOR'S STRUCTURAL DESIGN CALCULATIONS.

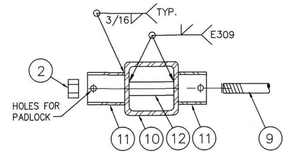
RINGWALL FOOTING DETAIL 3/—

SCALE: 1"=2'



MANWAY ELEVATION VIEW

MANWAY SECTION



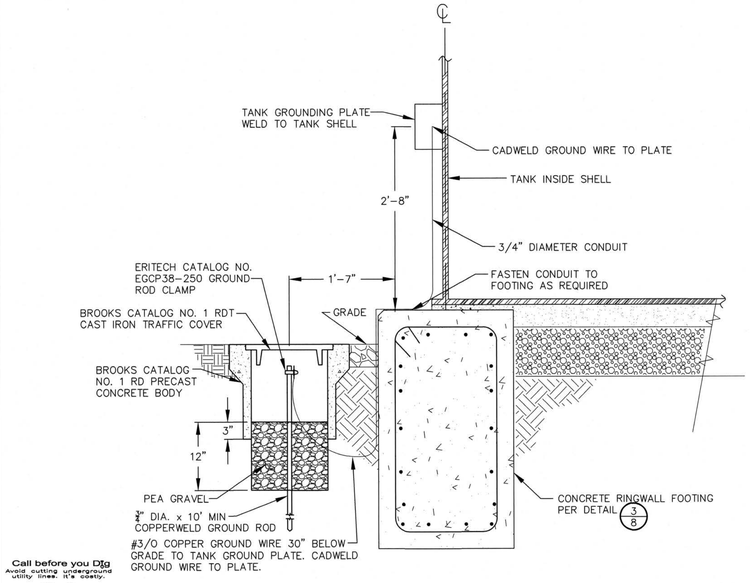
SECTION A-A

BILL OF MATERIALS
ACCESS 30" MANWAY

PIECE	DESCRIPTION
1	PIPE, 1 1/2" x STD. WT. x 2'-3" LG. Miter & weld as shown
2	NUT, 3/4" HEAVY HEX & WASHER
3	PIPE, 1 1/2" x STD. WT. x 13" LG. Miter & weld as shown
4	EYE BOLT, 3/8" x 8" LG w\(2) NUTS
5	PIPE, 2" x SCH 80 (.218 WALL) x 10" LG.
6	HALF RING, 5/16" x 2 1/4"
7	PLATE, 5/8" x 6" x 8'-0 7/32" LG. Rolled to 30" I.D.
8	34x30 FLARED & DISHED HEAD, 3/8"x30" DISH RAD, 2" FLANGE
9	ROUND BAR, 3/4" DIA, Length AS Required. w\3" THRD, TOE
10	TUBE, 3" x 3" x 1/4" x 33" LG.
11	TUBE SQR., 2 1/2" x 2 1/2" x 3/16" x 2 7/8" LG. w\ ø7/16" HOLES
12	PIPE, 3/4" x STD. WT. x 3" LG.
13	BOLT, 1/2"-13 NC x 1 1/2" LG. w\NYLOCK NUT & WASHER
14	NYLON WASHER
15	FLAT BAR, 1/4" x 2 1/2" x 2 1/2" LG.
16	C RING GASKET x 1/4" x 29 1/2" I.D. 50 Durometer
17	FLAT BAR, 1/4" x 2") 1@ 1 13/16") 1@ 4" LG.
18	FLAT BAR, 1/4" x 2" x 4" LG.
19	PLATE, 1/4" x 42" OD. x 32 1/8" ID"
20	PLATE, 1/2" x 39" OD. x 31" ID"

30" DIAMETER MANWAY DETAIL 4/—

SCALE: N.T.S.



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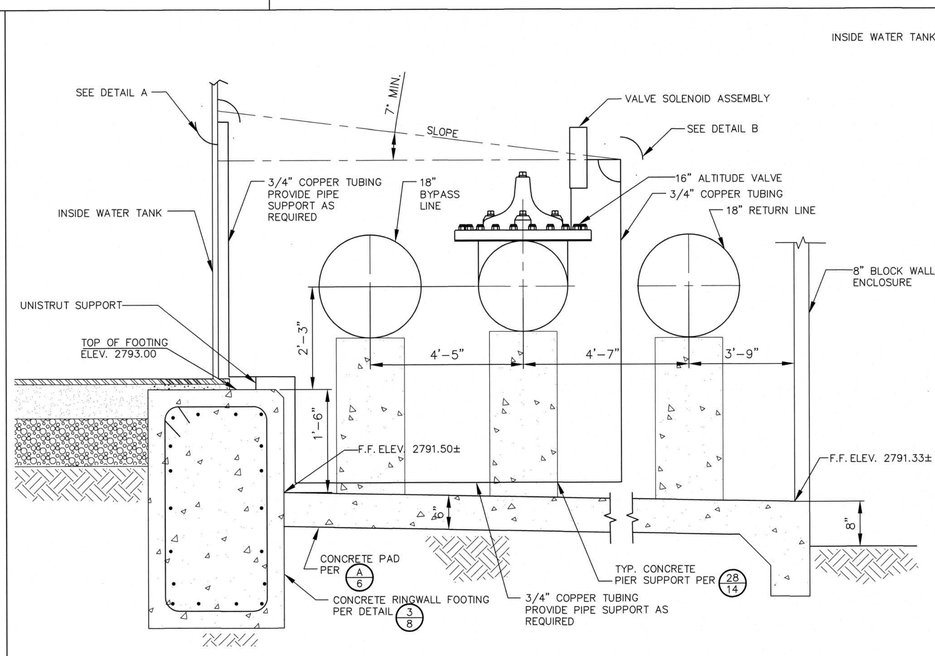
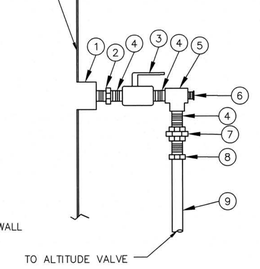
Call 811
OR
1-800-422-4133

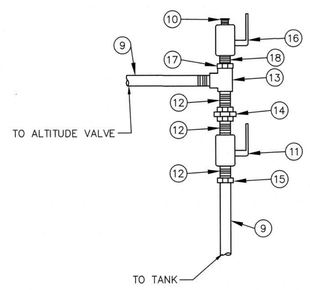
GROUND ROD DETAIL 5/—

SCALE: N.T.S.





DETAIL A
N.T.S.



DETAIL B
N.T.S.

MATERIALS:

1. 1-1/2" 3000-LB HALF COUPLING
2. 1-1/2"x 3/4" NYLON BUSHING
3. 3/4" BRASS BALL VALVE
4. 3/4" BRASS CLOSE NIPPLE
5. 3/4" BRASS TEE
6. 3/4" BRASS PLUG
7. 3/4" BRASS UNION
8. 3/4" COPPER MALE ADAPTER
9. 3/4" COPPER TUBING, TYPE "L"
10. 1/4" BRASS PLUG
11. 1/2" BRASS BALL VALVE
12. 1/2" CLOSE NIPPLE
13. 1/2" TEE
14. 1/2" BRASS UNION
15. 1/2" x 3/4" BUSHING
16. 1/4" BRASS BALL VALVE
17. 1/4" x 1/2" BUSHING
18. 1/4" CLOSE NIPPLE

ALTITUDE VALVE SENSING LINE CONNECTION DETAIL 6/—

SCALE: N.T.S.

REVISIONS

MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER — JASON R. ANDREWS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-22-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

City of BANNING — Excellence Opportunity

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

RINGWALL FOOTING, ANCHOR , GROUND ROD AND ALTITUDE VALVE DETAIL

W.O. NO. _____

SHEET 8 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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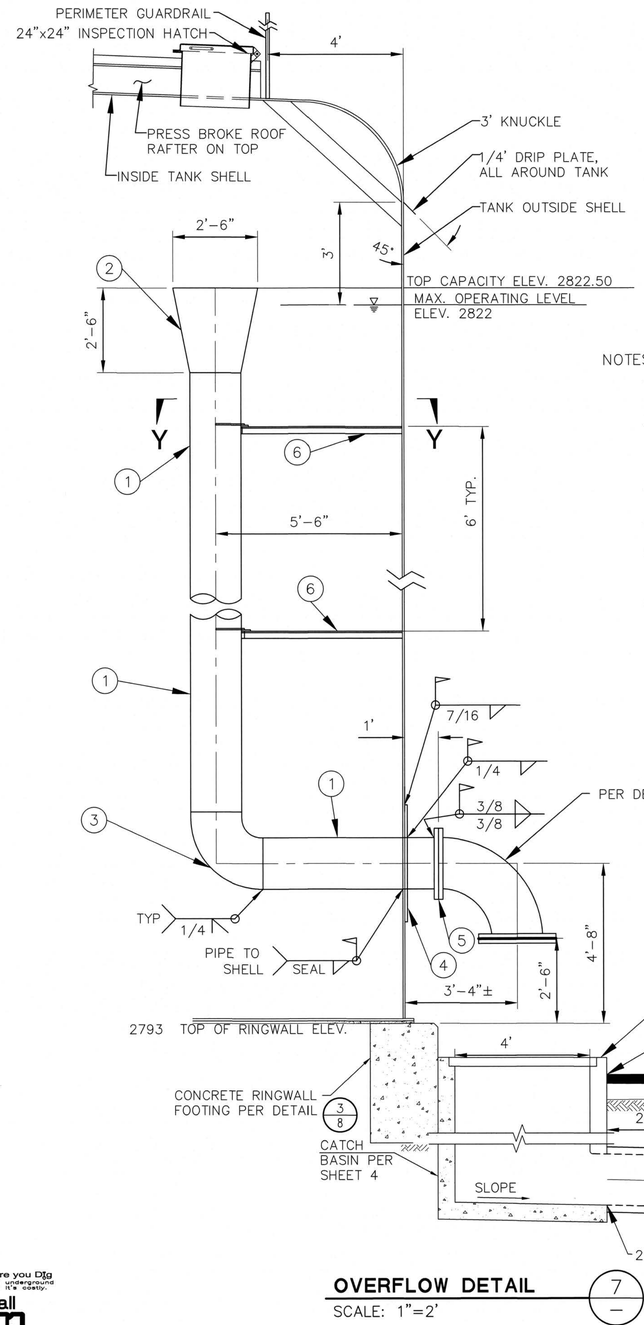


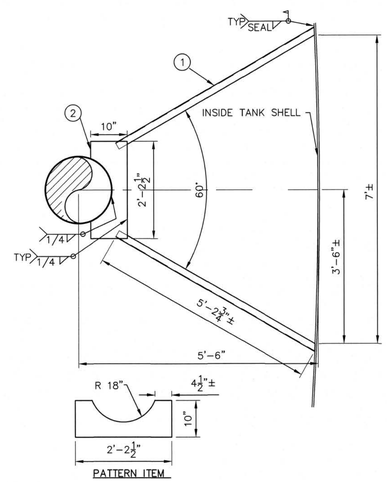
OVERFLOW DETAIL 7/—

SCALE: 1"=2'

BILL OF MATERIALS 18"ø OVERFLOW		
PIECE	DESCRIPTION	MATERIAL
1	PIPE, 18" t=1/4" TYP.	A53-B
2	CONE, 30" ID x 18"x 30" LONG, t=1/4"	A36
3	18" WELDED STEEL 90° BEND	A53-B
4	DOUBLER PLATE, THICKNESS AS REQUIRED	A36
5	FLANGE, 18" x 150# SOFF	A105
6	PIPE SUPPORT PER DETAIL SECTION Y-Y, QTY. AS NEEDED	A36

NOTES:

1. DOUBLER (ITEM 4), ROLL TO MATCH TANK SHELL.
2. FULLY SHOP COAT ALL INTERIOR AND EXTERIOR SURFACES OF OVERFLOW PIPE, COATING SHALL BE THE SAME AS COATING USED ON INTERIOR OF THE TANK FINISHED COAT.
3. ALL PIPE DIMENSION GIVEN ARE OVERALL DIMENSIONS.
4. ROOF HATCH NECK TO BE COATED SAME AS TANK.
5. ROOF HATCH NECK TO BE ADJUSTED AS NEEDED TO CLEAR THE PRESS BROKE RAFTER DURING SHOP DRAWINGS.
6. WELD THICKNESS SHALL BE CONFIRMED DURING SHOP DRAWING REVIEW.



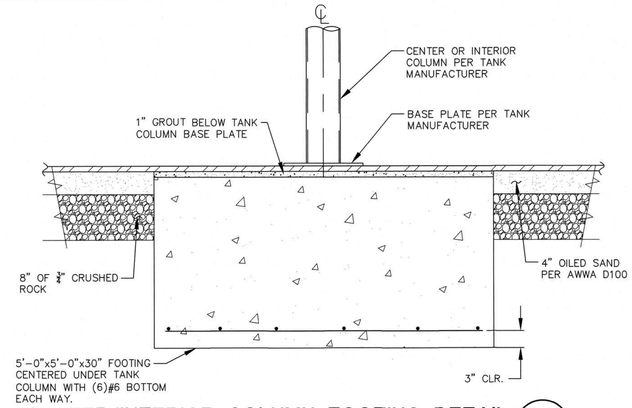
PATTERN ITEM

BILL OF MATERIALS PIPE SUPPORT	
PIECE	DESCRIPTION
1	ANGLE, 3"x3"x3/8" ~5'-6" LG (FIELD CUT)
2	PLATE, 3/8" THK. x 24"x7" PATTERN

ALL PIPE DIMENSIONS GIVEN ARE OVERALL LENGTHS AND SHALL BE CONFIRMED BY TANK MANUFACTURER.

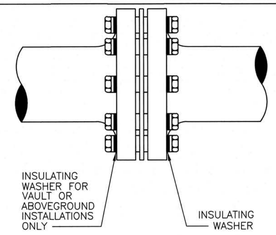
SECTION Y-Y

SCALE: N.T.S.



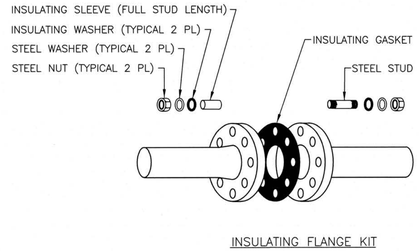
CENTER/INTERIOR COLUMN FOOTING DETAIL 8/—

SCALE: N.T.S.



NOTES:

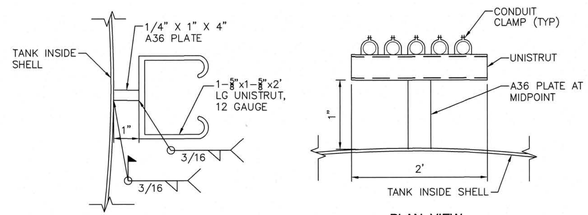
1. HARDWARE QUANTITIES IN INSULATING FLANGE KIT WILL VARY BASED ON GASKET PATTERN AND PIPE SIZE.
2. FOR BELOWGROUND INSTALLATIONS, INSTALL SINGLE-WASHER KITS WITH THE ISOLATING WASHERS ONLY ON THE FOREIGN SIDE OF THE FLANGES.



INSULATING FLANGE KIT

INSULATING FLANGE KIT DETAIL 9/—

SCALE: N.T.S.



ELEVATION PLAN VIEW

NOTES:

1. CONTRACTOR SHALL VERIFY PIPE SUPPORT DESIGN FOR ADEQUATE SIZE. MODIFICATIONS OR REDESIGN OF PIPE SUPPORTS SHALL BE SUBMITTED AND APPROVED BY THE ENGINEER.
2. COAT AS REST OF TANK SHELL, REMOVE ALL SHARP EDGES.
3. SUPPORTS SHALL BE VERTICALLY SPACED AT 4-0" CENTER TO CENTER MAX. FIRST SUPPORT SHALL BE PLACED AT 1'-4" FROM TOP OF RINGWALL FOOTING. LAST SUPPORT SHALL BE PLACED 6" BELOW HIGH WATER LEVEL.

MOUNTING BRACKET DETAIL 10/—

SCALE: N.T.S.

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REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SEA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:

ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

OVERFLOW, COLUMN FOOTING, INSULATING FLANGE KIT AND MOUNTING BRACKET DETAIL

W.O. NO.

SHEET 9 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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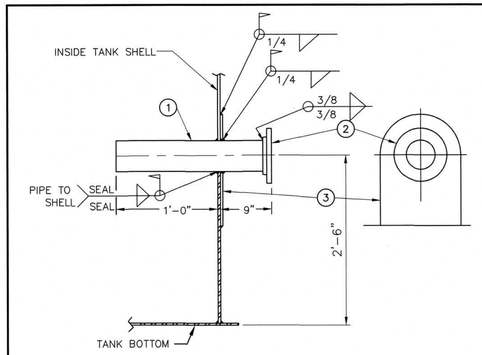


BILL OF MATERIALS DRAIN OUTLET		
PIECE	DESCRIPTION	MATERIAL
1	PIPE, 12" x .500" WALL x 1'-9" LG.	A53-B
2	BLIND FLANGE, 12" x 150# SOFF	A105
3	DOUBLER , THICKNESS AS REQUIRED x 2'-0" O.D.	A36

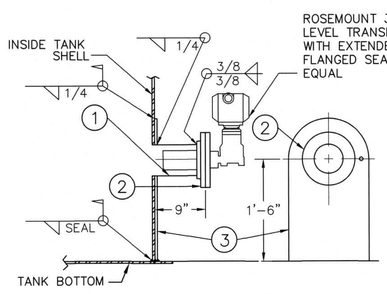
ALL PIPE DIMENSIONS GIVEN ARE OVERALL LENGTHS AND SHALL BE CONFIRMED BY TANK MANUFACTURER.

NOTES:

1. FULLY SHOP COAT ALL INTERIOR SURFACES OF BOTH INLETS, DRAIN & OUTLET COATING SHALL BE THE SAME AS COATING USED ON INTERIOR OF THE TANK.
2. HOLD PIPE BACK 1/2" FROM FACE OF FLANGES

12" DRAIN OUTLET DETAIL (11)

SCALE: N.T.S.



BILL OF MATERIALS TRANSMITTER COUPLING		
PIECE	DESCRIPTION	MATERIAL
1	PIPE, 6" x .500" WALL x 9" LG.	A53-B
2	FLANGE, 6" x 150# SOFF	A105
3	DOUBLER PLATE , THICKNESS AS REQUIRED x 1'-0" O.D.	A36

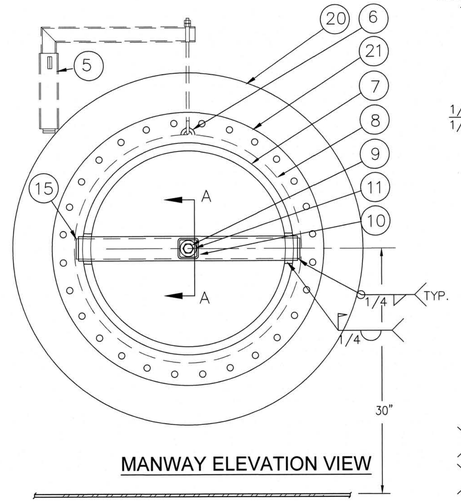
ALL PIPE DIMENSIONS GIVEN ARE OVERALL LENGTHS AND SHALL BE CONFIRMED BY TANK MANUFACTURER.

NOTES:

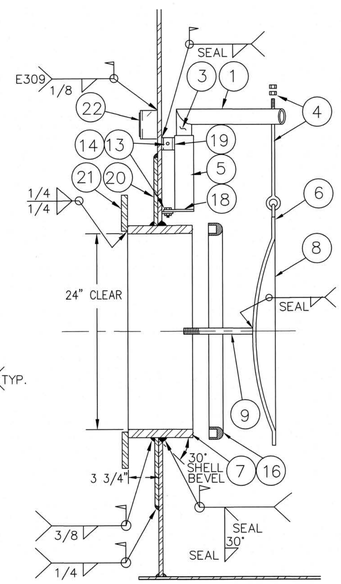
1. FULLY SHOP COAT ALL INTERIOR AND EXTERIOR SURFACES OF BOTH INLETS, DRAIN & OUTLET COATING SHALL BE THE SAME AS COATING USED ON INTERIOR OF THE TANK FINISHED COAT.
2. HOLD PIPE BACK 1/2" FROM FACE OF FLANGES

LEVEL TRANSDUCER DETAIL (12)

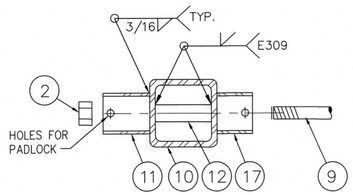
SCALE: N.T.S.



MANWAY ELEVATION VIEW



MANWAY SECTION



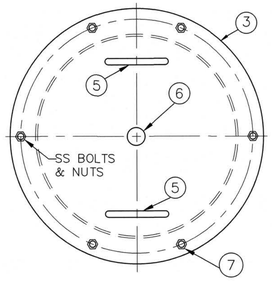
SECTION A-A

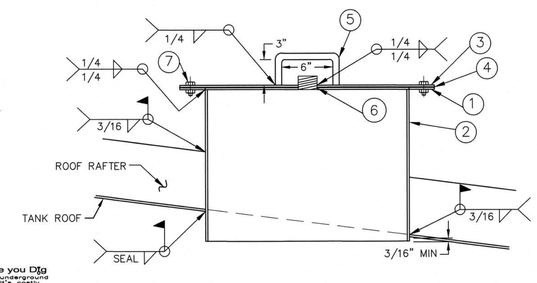
BILL OF MATERIALS ACCESS 24" MANWAY	
PIECE	DESCRIPTION
1	PIPE, 1 1/2" x STD. WT. x 2'-3" LG. Miter & weld as shown
2	NUT, 3/4" HEAVY HEX & WASHER
3	PIPE, 1 1/2" x STD. WT. x 13" LG. Miter & weld as shown
4	EYE BOLT, 3/8" x 8" LG w\(2) NUTS
5	PIPE, 2" x SCH 80 (.218 WALL) x 10" LG.
6	HALF RING, 5/16" x 2 1/4"
7	PLATE, 1" x 8 1/2" x 6'-7 19/32" LG. Rolled to 24" I.D.
8	28x24 FLARED & DISHED HEAD, 3/8"x24" DISH RAD, 2" FLANGE
9	ROUND BAR, 3/4" DIA, Length AS Required. w\3" THRD, TOE
10	TUBE, 1/4" x 3" x 3" x 1/4" x 27" LG.
11	TUBE SQR., 3/16" x 2 1/2" x 2 1/2" x 3" LG. w\ ø7/16" HOLES
12	PIPE, 3/4" x STD. WT. x 3" LG.
13	BOLT, 1/2"-13 NC x 1 1/2" LG. w\NYLOCK NUT & WASHER
14	NYLON WASHER
15	FLAT BAR, 1/4" x 2 1/2" x 2 1/2" LG.
16	C RING GASKET x 1/4" x 23 1/2" I.D. 50 Duro-Hard
17	TUBE SQR.,3/16" x 2 1/2" x 2 1/2" x 2 1/2" LG. w\ ø7/16" HOLES
18	FLAT BAR, 1/4" x 2") 1@ 1 13/16") 1@ 4" LG.
19	FLAT BAR, 1/4" x 2" x 4" LG.
20	PLATE, 3/8" x 36" OD. x 26 1/8" ID"
21	PLATE, 1/2" x 33" OD. x 25" ID"
22	STD. AWWA TANK NAMEPLATE (One per tank)

24" DIA. MANWAY DETAIL (13)

SCALE: N.T.S.

BILL OF MATERIALS 6" ROOF PORT		
PIECE	DESCRIPTION	MATERIALS
1	FLANGE PLATE, 1/4" THK x 11"ø O.D. x 6 3/4" ø I.D. W/(6) HOLE	A36
2	PIPE, 6"ø, 1/4" WALL x HEIGHT AS REQUIRED	A53-B
3	COVER PLATE, 1/4" x 11"ø	A36
4	GASKET 1/8" THK. x 11"ø x FLANGE PATTERN	NEOPRENE
5	ROUND BAR 1/2"ø x 12" LG (BEND AS SHOWN)	A36
6	HALF COUPLING, 1/2"ø 3000# (THREADED)	A105
7	BOLT, 1/2"ø x 1 1/4" HEX WITH NUT	316 SS





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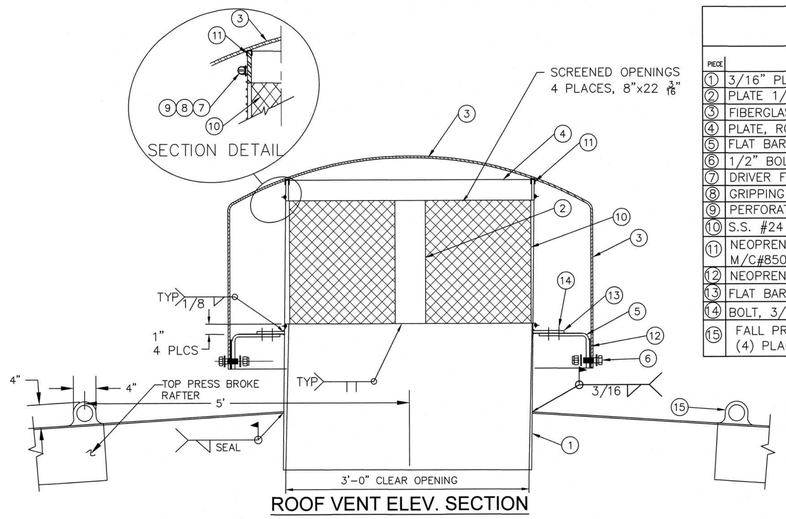
6" ROOF PORT DETAIL (14)

SCALE: N.T.S.



ROOF VENT ELEV. SECTION

BILL OF MATERIALS 36"ø ROOF VENT	
PIECE	DESCRIPTION
1	3/16" PLATE, x 1'-10 1/2" x 9'-8 13/16" x PATTERN
2	PLATE 1/4" x 3" x 12" LG.
3	FIBERGLASS VENT HOOD, 48" DIA. F&D STYLE
4	PLATE, ROLL TO "36" I.D.
5	FLAT BAR,3/16" x 1 1/2"x 5 1/8"x Bend & punch AS SHOWN
6	1/2" BOLT, W\NYLOCK NUT & (2) WASHERS
7	DRIVER FOR AERO SEAL "BREEZE" AJUSTABLE WORM DRIVE CLAMP
8	GRIPPING STRAP FOR AERO SEAL "BREEZE" WORM DRIVE CLAMP
9	PERFORATED BAND 1/2" x 0.25 x 6'-4" LG.
10	S.S. #24 MESH INSECT SCREEN, .014" WIRE x 11"x 10'-6" LG
11	NEOPRENE 1/4" "C-RING" ISOLATION GASKET x 6'-6" LG M/C#8507K22 OR EQUAL.
12	NEOPRENE ISOLATION GASKET 1 1/2" x 2"
13	FLAT BAR, 1 1/2" x 3/16" x 4" LG. Punch as detailed
14	BOLT, 3/8" NC x 1 1/4" LG. w\NYLOCK NUT & WASHER
15	FALL PROTECTION ANCHORS, 5/8" DIA. BAR "U" TYPE (4) PLACES 90° APART

NOTES:

1. HATCH HINGE TABS, BOLTS AND NUTS, AND LOCK HASP TAP SHALL BE STAINLESS STEEL.
2. TANK MANUFACTURER TO PROVIDE STIFFENER PLATES UNDER FALL PROTECTION ANCHORS AS NEEDED.

ROOF VENT DETAIL (15)

SCALE: N.T.S.

REVISIONS

MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5060

SA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — 3/24/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — 3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

DRAIN OUTLET, LEVEL TRANDUCER, MANWAY. ROOF PORT AND ROOF VENT DETAILS

W.O. NO.

SHEET 10 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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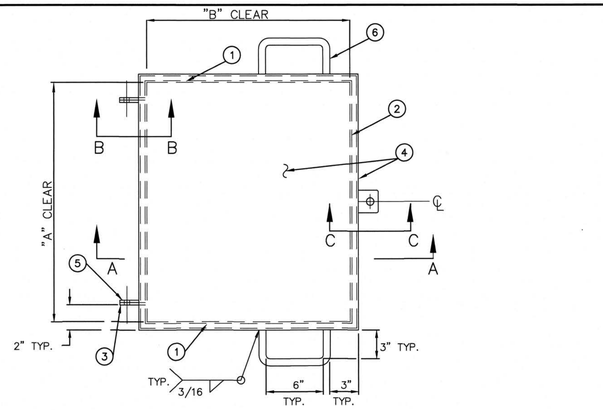
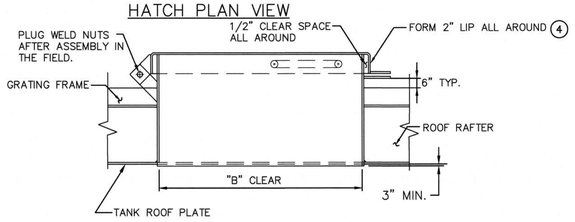
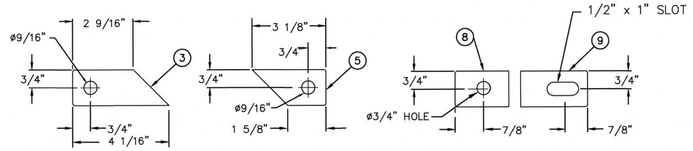


HATCH PLAN VIEW

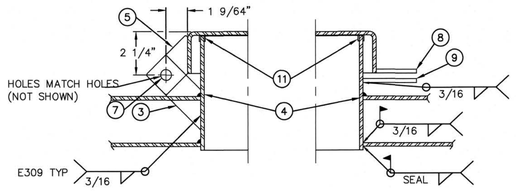




HINGE DETAILS

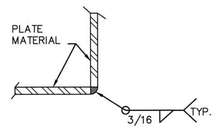
LATCH DETAIL

HASP COVER NOT SHOWN



SECTION B–B SECTION C–C

BILL OF MATERIALS 24" AND 48" ROOF HATCH	
PIECE	DESCRIPTION
①	FLAT BAR 3/16" x 6" x A
②	FLAT BAR 3/16" x 6" x B
③	FLAT BAR, 3/16" x 1 1/2" x 4 3/32" LG. CUT @ 45°
④	PLATE, 3/16" THK x "B" x HEIGHT AS REQUIRED, SEE NOTE 4.
⑤	FLAT BAR, 1/4" x 1 1/2" x 3 1/8" LG. CUT @ 45°
⑥	ROUND BAR, 3/4" DIA. x 13" LG.
⑦	BOLT, 1/2"–13 UNC x 1" LG. w\NUT, TYPE 304 SS.
⑧	FLAT BAR, 1/4" x 1 1/2" x 2" LG.
⑨	FLAT BAR, 3/16" x 1 1/2" x 2" LG.
⑩	FLAT BAR, 3/16" x 3" x 6 3/4" LG. BEND AS SHOWN
⑪	GASKET, GROMET WEAR STRIPS, McMASTER #8507K21



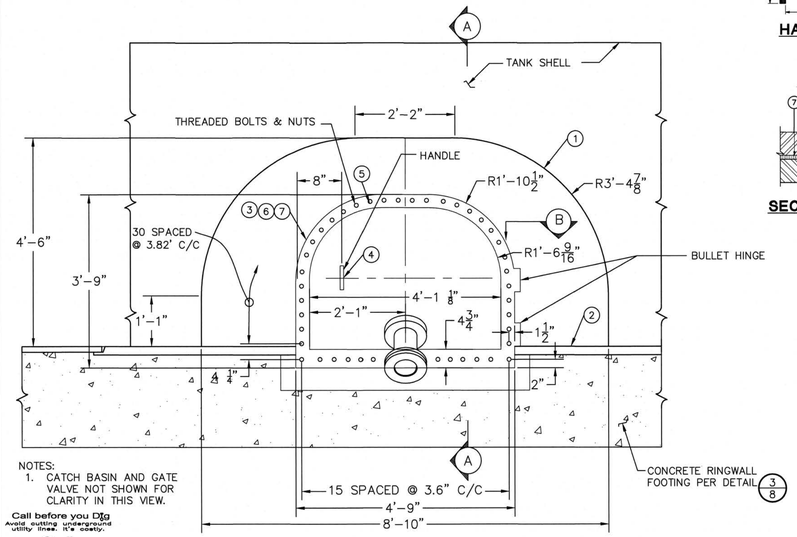
TYPICAL JOINT DETAIL

NOTES:

1. A=24" FOR 24X24 HATCH AND 48" FOR 48X48 HATCH.
2. B=24" FOR 24X24 HATCH AND 48" FOR 48X48 HATCH.
3. ROOF HATCH NECK TO BE COATED SAME AS TANK.
4. ROOF HATCH NECK HEIGHT TO BE ADJUSTED AS NEEDED TO CLEAR THE PRESS BROKE RAFTER AND GRATING FRAME BY TANK MANUFACTURER AS NEEDED.
5. HINGE TABS SHALL BE TYPE 304 SS.

ROOF HATCH DETAIL 16

SCALE: N.T.S.



NOTES:
1. CATCH BASIN AND GATE VALVE NOT SHOWN FOR CLARITY IN THIS VIEW.

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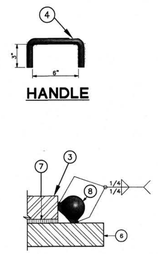
OR
1-800-422-4133

FRONT VIEW



SECTION A-A

FLUSH CLEANOUT W/ GATE VALVE DETAIL 17

SCALE: N.T.S.

BILL OF MATERIALS		
PIECE	DESCRIPTION	MATERIALS
①	REINFORCING PLATE, THICKNESS AS REQUIRED x 4'–6" x 8'–10"	A36
②	BASE PLATE, THICKNESS AS REQUIRED x 3'–5" 15/16" x 11'–10"	A36
③	FLANGE PLATE, THICKNESS AS REQUIRED x 3'–9 1/4" x 4'–9"	A36
④	ROUND BAR, 3/4" DIA. x 1–1" LG BEND AS SHOWN	304 SS
⑤	BOLT, 1" DIA. x 3" HEAVY HEX WITH NUT	A325
⑥	COVER PLATE, THICKNESS AS REQUIRED x 3'–9 1/4" x 4'–9"	A36
⑦	GASKET, 1/8" THK x 3'–9 1/4" x 4'–9" (NEOPRENE)	NEOPRENE
⑧	BULLET HINGE, 5 1/4" LG.	CS
⑨	REINFORCING PLATE, THICKNESS AS REQUIRED	A36

NOTE:

1. CLEANOUT DOOR SHALL BE DESIGNED IN ACCORDANCE WITH API 650–13TH EDITION.
2. SIZES AND THICKNESS SHOWN SHALL BE CONFIRMED BY TANK MANUFACTUERER.
3. NOTCH IN RINGWALL FOOTING SHALL CONFORM TO THE REQUIREMENTS OF API 650–13TH EDITION.

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA 3-24-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SEA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER — 3/24/21 DATE

APPROVED BY:

ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — 3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ROOF VENT AND FLUSH CLEANOUT DETAILS

W.O. NO.

SHEET 11 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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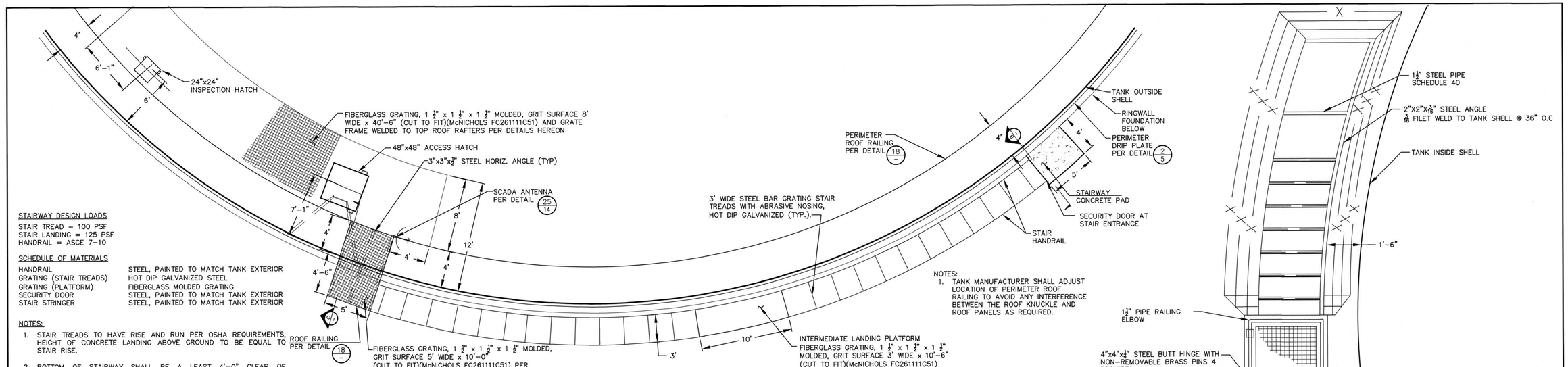


STAIRWAY DESIGN LOADS

STAIR TREAD = 100 PSF
STAIR LANDING = 125 PSF
HANDRAIL = ASCE 7-10

SCHEDULE OF MATERIALS

HANDRAIL	STEEL, PAINTED TO MATCH TANK EXTERIOR
GRATING (STAIR TREADS)	HOT DIP GALVANIZED STEEL
GRATING (PLATFORM)	FIBERGLASS MOLDED GRATING
SECURITY DOOR	STEEL, PAINTED TO MATCH TANK EXTERIOR
STAIR STRINGER	STEEL, PAINTED TO MATCH TANK EXTERIOR

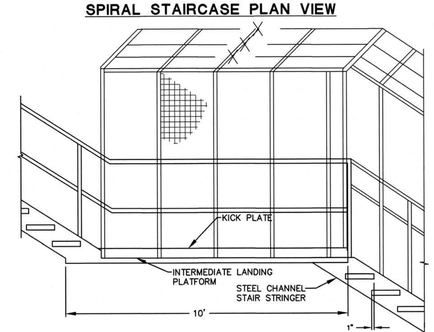
NOTES:

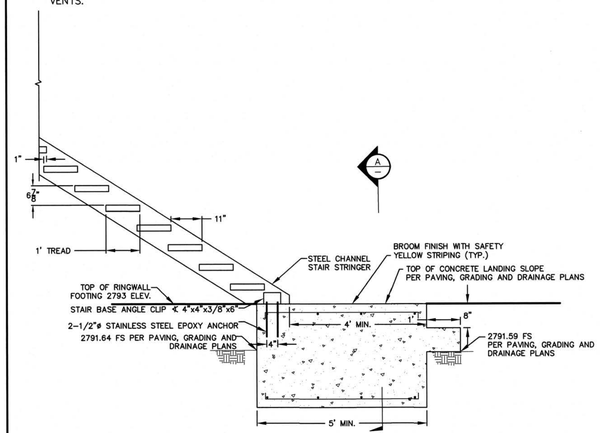
1. STAIR TREADS TO HAVE RISE AND RUN PER OSHA REQUIREMENTS, HEIGHT OF CONCRETE LANDING ABOVE GROUND TO BE EQUAL TO STAIR RISE.
2. BOTTOM OF STAIRWAY SHALL BE A LEAST 4'-0" CLEAR OF OBSTRUCTIONS FOR APPROPRIATE ACCESS.
3. PROVIDE SUFFICIENT CLEARANCE BETWEEN THE HANDRAIL AND ROOF VENTS.

NOTES:

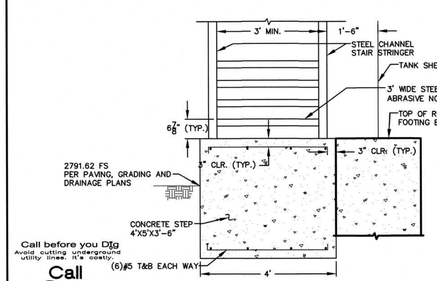
1. TANK MANUFACTURER SHALL ADJUST LOCATION OF PERIMETER ROOF RAILING TO AVOID ANY INTERFERENCE BETWEEN THE ROOF KNUCKLE AND ROOF PANELS AS REQUIRED.

SPIRAL STAIRCASE PLAN VIEW





ELEVATION VIEW



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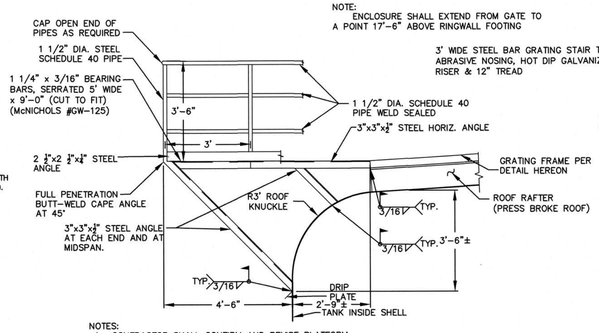
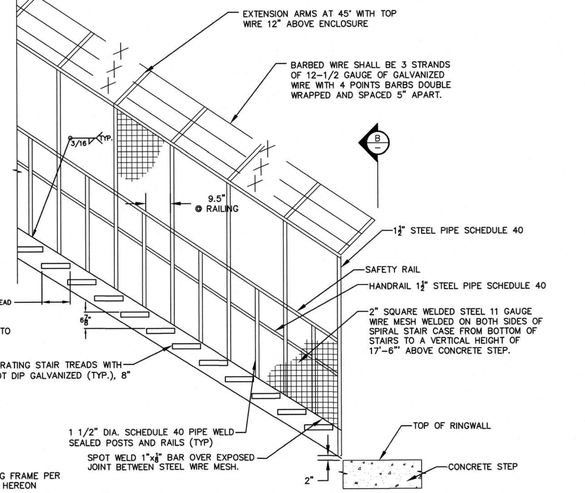
STAIRWAY HANDRAIL AND CONCRETE PAD



NOTES:

1. CONTRACTOR SHALL CONFIRM AND REVISE PLATFORM DIMENSIONS DURING SHOP DRAWING SUBMITTAL.
2. PLATFORM SHALL BE LEVEL WITH GRATING FRAME.

STEEL PLATFORM AND RAILING SECTION C

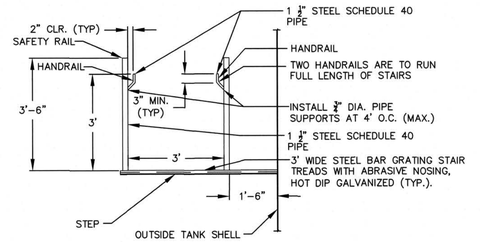


NOTE:
ENCLOSURE SHALL EXTEND FROM GATE TO A POINT 17'-6" ABOVE RINGWALL FOOTING

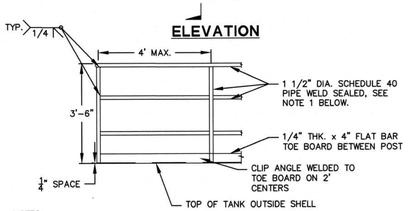
SPIRAL STAIRCASE PLAN AND DETAILS 18/-

SCALE: N.T.S.

SECTION B/-



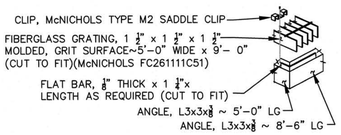
HANDRAIL



NOTES:

1. TANK MANUFACTURER SHALL ADJUST THE RAILING HEIGHT TO MATCH THE PLATFORM ELEVATION IN THE ZONE OF THE GRATED AREA AS REQUIRED.

ROOF RAILING



GRATING FRAME DETAIL

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 51259 STATE OF CALIFORNIA CIVIL 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-6060

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — DATE 3/24/21

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 3/29/21

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

SPIRAL STAIRCASE

W.O. NO.

SHEET 12 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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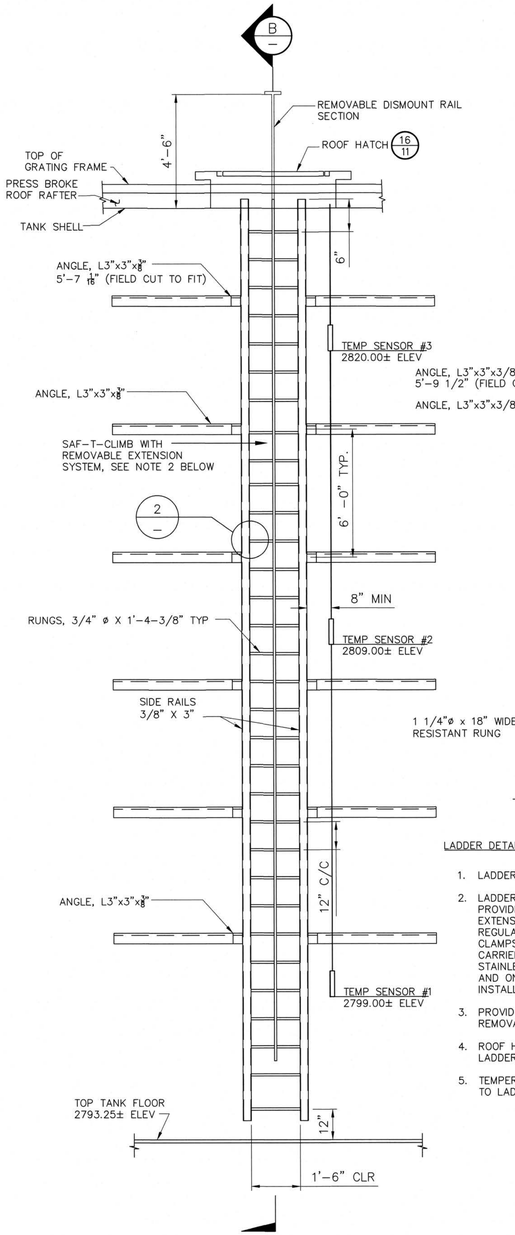
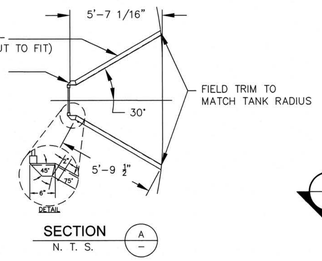
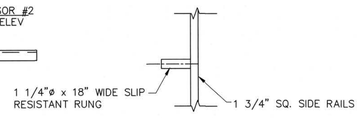




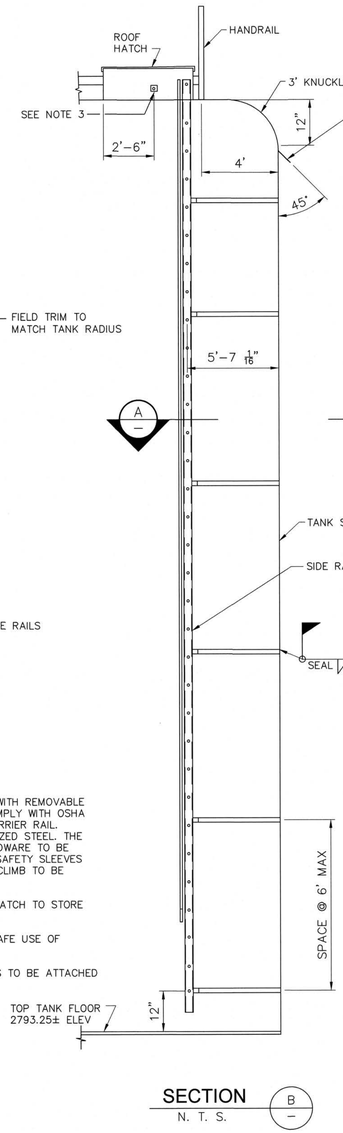
SECTION
N. T. S.
A



DETAIL
N. T. S.
2

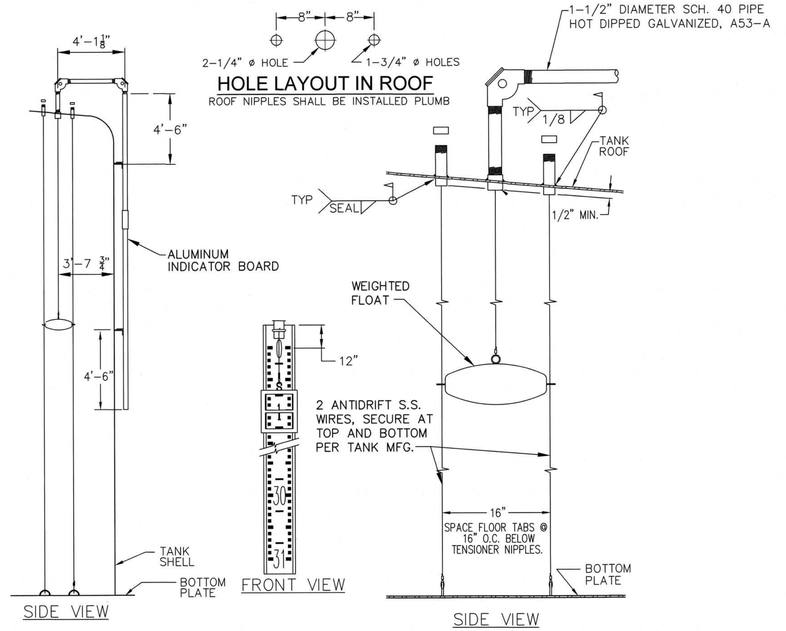
LADDER DETAILS AND SECTIONS NOTES

1. LADDERS TO BE FRP.
2. LADDER SAFETY CLIMB SYSTEM: PROVIDE AND INSTALL STAR SAF-T-CLIMB WITH REMOVABLE EXTENSION SYSTEM. THE SYSTEM SHALL COMPLY WITH OSHA REGULATIONS AND SHALL CONSIST OF A CARRIER RAIL, CLAMPS AND HARDWARE SHALL BE GALVANIZED STEEL. THE CARRIER RAIL, CLAMPS AND MOUNTING HARDWARE TO BE STAINLESS STEEL TYPE 304. PROVIDE ONE SAFETY SLEEVES AND ONE SAFETY BELT HARNESS. SAF-T-CLIMB TO BE INSTALLED IN SHOP PRIOR TO SHIPPING.
3. PROVIDE BRACKET ON ONE SIDE OF ROOF HATCH TO STORE REMOVABLE DISMOUNT RAIL SECTIONS.
4. ROOF HATCH SHALL NOT INTERFERE WITH SAFE USE OF LADDER.
5. TEMPERATURE SENSORS PER SPECIFICATIONS TO BE ATTACHED TO LADDER SUPPORT BRACKET AS NEEDED.

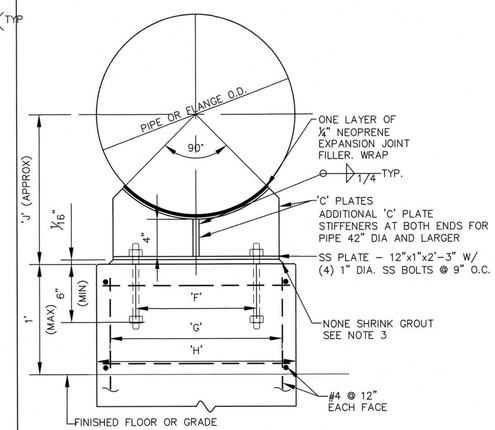


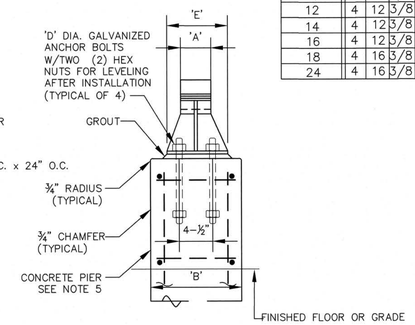
SECTION
N. T. S.
B

INTERIOR LADDER DETAIL 19
SCALE: N.T.S.



HALF SCALE LEVEL GAUGE DETAIL 20
SCALE: N.T.S.





DIMENSIONS IN INCHES															
NOMINAL PIPE SIZE						FLAT BAR	SUPPORTING								
							PIPE				FLANGE				
	A	B	C	D	E		F	G	H	J	F	G	H	J	
6	4	12	3/8	5/8	6	1/4	41/2	8	14	10	6 1/2	11	16	13	
8	4	12	3/8	5/8	6	1/4	5	9 1/2	14	11	7 1/2	13	18	14	
10	4	12	3/8	5/8	6	1/4	6	11	16	12	9	15	20	15	
12	4	12	3/8	5/8	6	1/4	7	13	18	13	10	17	22	16	
14	4	12	3/8	5/8	6	1/4	8	13	18	14	11	18	23	17	
16	4	12	3/8	5/8	6	1/4	9	15	21	15	12	20	26	18	
18	4	16	3/8	5/8	6	1/4	9	16	36	16	12	21	27	18	
24	4	16	3/8	5/8	6	1/4	9	16	36	18	12	21	27	18	

NOTES:

1. WHEN SUPPORTING PIPE AND FLANGE ALTERNATELY ON THE SAME LINE, CONCRETE PIERS FOR PIPE SUPPORTS SHALL ALL HAVE THE SAME DIMENSION 'H' FOR FLANGE CONTROL
2. PIPE SUPPORTS TO BE LOCATED PER PLAN
3. USE RUBBER FABRIC INSULATION BETWEEN PIPE AND SUPPORT FOR FRP PIPING.
4. GALVANIZE AFTER FABRICATION
5. WHERE NO CONCRETE SLAB IS PRESENT, CONCRETE PIER SHALL EXTEND 2 FEET BELOW FINISHED GROUND

CONCRETE PIPE SUPPORT DETAIL 21
SCALE: N.T.S.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

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CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

INSIDE LADDER, HALF-SCALE LEVEL GAUGE AND CONCRETE PIPE SUPPORT DETAILS

W.O. NO.

SHEET 13 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

DWG Name: M:\Pardee\264-06 - Foothill West Reservoir\CADD\Sheets\Sheet 13 details.dwg Plotted by: cramirez on Feb 26, 2021 - 9:27:01

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Last Edit: 02.01.2021 05:11:31 PM By: Cramirez

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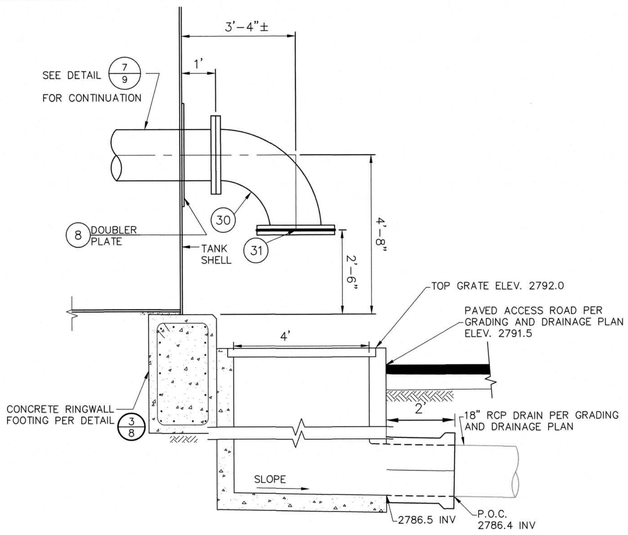
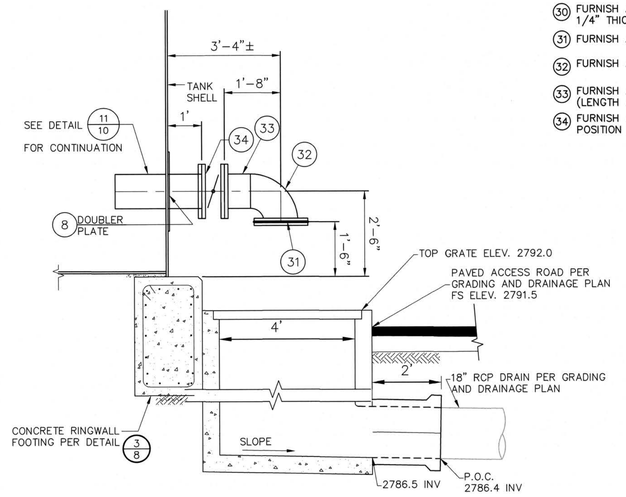


OVERFLOW OUTLET PIPE DETAIL 22

SCALE: N.T.S.



12" DRAIN OUTLET PIPE DETAIL 23

SCALE: N.T.S.

CONSTRUCTION NOTES FOR DETAIL 22 & 23

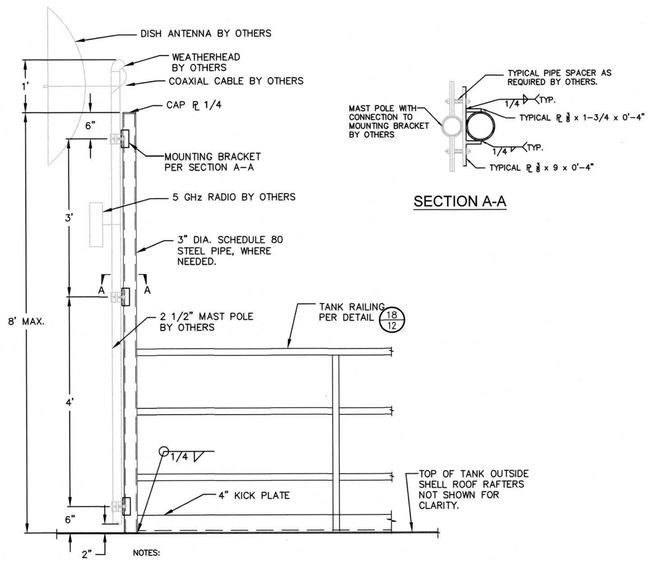
(30) FURNISH AND INSTALL 18" WELDED STEEL 90° LONG RADIUS ELBOW 1/4" THICK EPOXY LINED AND COATED.

(31) FURNISH AND INSTALL #24 MESH STAINLESS STEEL WIRE INSECT SCREEN

(32) FURNISH AND INSTALL 12" WELDED STEEL EPOXY LINED AND COATED 90° ELBOW.

(33) FURNISH AND INSTALL 12" EPOXY LINED AND COATED WELDED STEEL SPOOL (FLGxPE) (LENGTH AS REQUIRED).

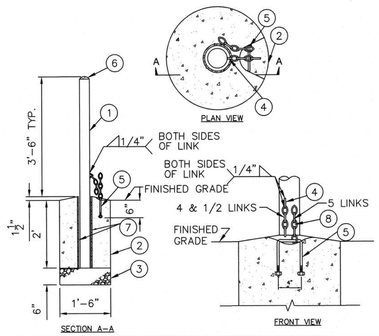
(34) FURNISH AND INSTALL 12" RESILIENT WEDGE GATE VALVE WITH HANDWHEEL OPERATOR, POSITION INDICATOR AND NON-RISING STEM (FLG'D).



NOTES:

1. CONTRACTOR SHALL COORDINATE WITH CITY'S SYSTEM INTEGRATOR AND CONFIRM IF LOCATION OF 3" DIA. SCHEDULE 80 STEEL PIPE AS SHOWN IS ADEQUATE PRIOR TO INSTALLING.
2. COAXIAL CABLE SHALL BE ROUTED DOWN THE 2 1/2" DIAMETER MAST POLE BY OTHERS.

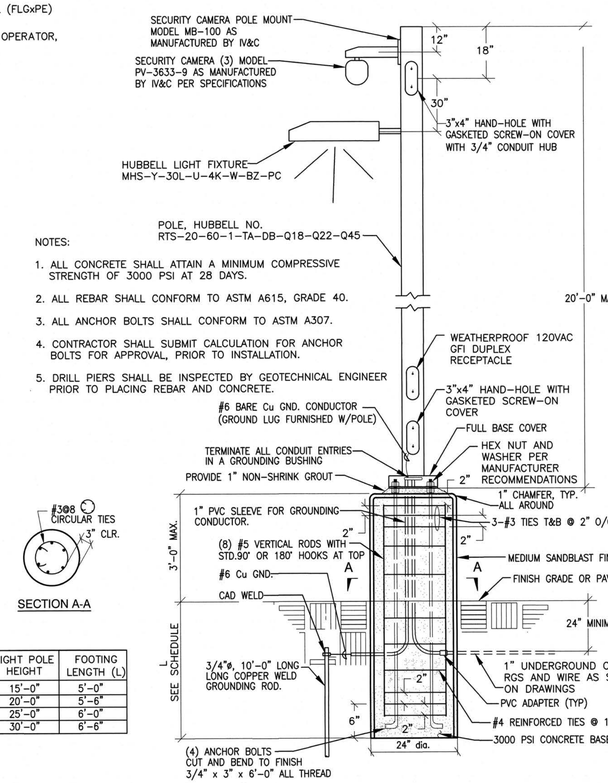
SECTION A-A



ITEM	MATERIALS
1	3-1/2" DIA. SCH. 40 BLACK STEEL PIPE.
2	ANNULAR CONCRETE POST ANCHOR. CAST IN PLACE.
3	3/4" CRUSHED ROCK.
4	LOCKING ASSEMBLY MADE OF 4&1/2 LINKS OF 3/8" GRADE 80 STAINLESS CHAIN. WELD THE 1/2 LINK TO POST.
5	EMBED 3/8" DIA. 4" WIDE STAINLESS STEEL U-BOLT W/NUTS EMBEDDED INTO CONCRETE POST ANCHOR. LOOP 5 LINK STAINLESS CHAIN SEGMENT OF 3/8" GRADE 80 CHAIN ONTO U-BOLT AS SHOWN IN DETAIL. SEE NOTE 2.
6	3-1/2" DIAMETER SCH. 40, WELDED STEEL END CAP.
7	4" DIAMETER SCH. 40, HOT-DIP GALVANIZED STEEL PIPE SLEEVE.
8	LOCK POST IN PLACE WITH SOLID BRASS PAD LOCK.

NOTES

1. PAINT GUARD POST AND CAP OSHA SAFETY YELLOW
2. TROWEL CONCRETE POST ANCHOR SURFACE TO DRAIN AWAY FROM STEEL SLEEVE. SHAPE THE U-BOLT SWALE TO MINIMIZE THE PROTRUSION ABOVE THE ADJACENT CONCRETE SURFACE TO ELIMINATE THE TRIPPING HAZARD.

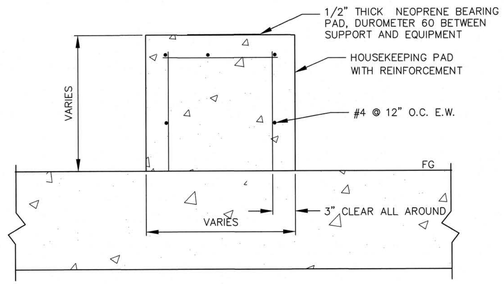


SECTION A-A

LIGHT POLE HEIGHT	FOOTING LENGTH (L)
15'-0"	5'-0"
20'-0"	5'-6"
25'-0"	6'-0"
30'-0"	6'-6"

LIGHT POLE DETAIL 24

SCALE: N.T.S.



SCADA SYSTEM ANTENNA DETAIL 25

SCALE: N.T.S.

REMOVEABLE GUARD POST DETAIL 26

SCALE: N.T.S.

CONCRETE PIER SUPPORT 27

SCALE: N.T.S.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — CHRISTOPHER R. KRAMER — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-22-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — 3/24/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — 3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

SCADA ANTENNA, LIGHT POLE AND MISCELLANEOUS DETAILS

W.O. NO.

SHEET 14 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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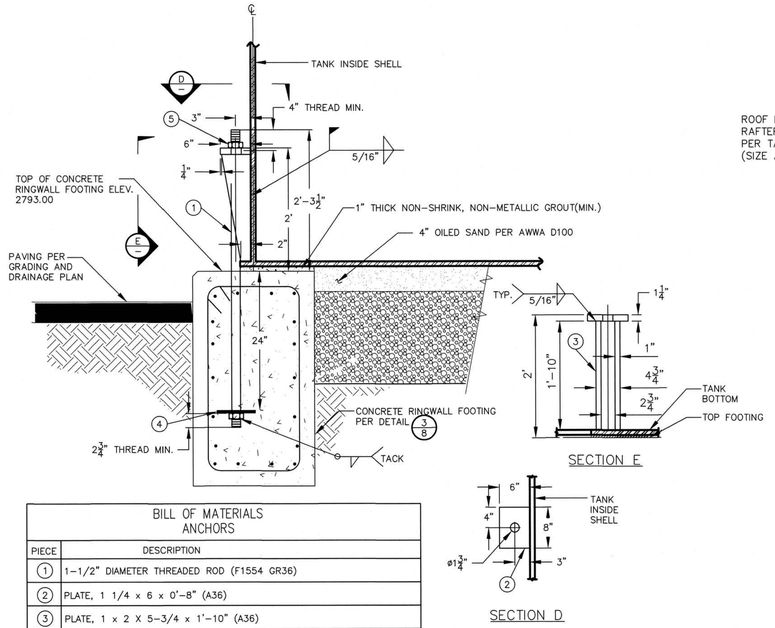
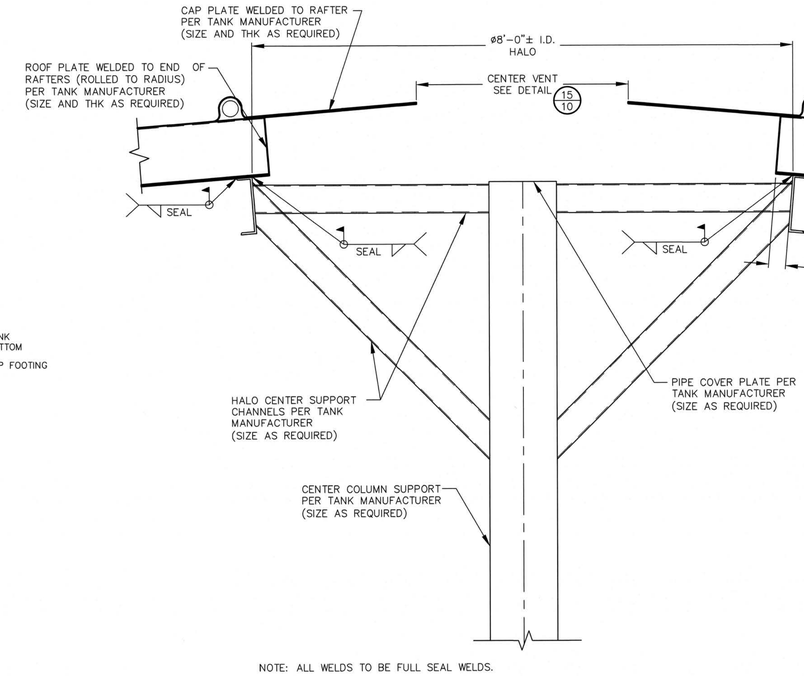


BILL OF MATERIALS ANCHORS	
PIECE	DESCRIPTION
(1)	1-1/2" DIAMETER THREADED ROD (F1554 GR36)
(2)	PLATE, 1 1/4 x 6 x 0'-8" (A36)
(3)	PLATE, 1 x 2 X 5-3/4 x 1'-10" (A36)
(4)	UPLIFT PLATE 3/4 x 5 x 0'-5" (A36) OVER HEAVY HEX NUT
(5)	HEAVY HEX NUT OVER HARDENED WASHER

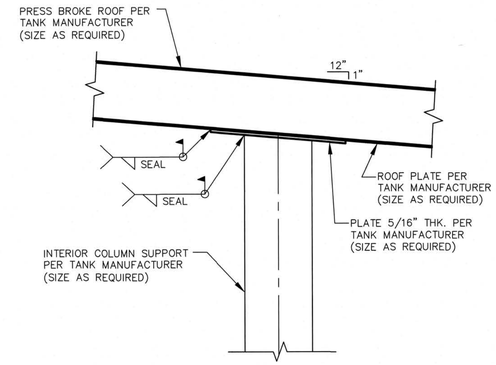
NOTES:
1. PROVIDE (48) ANCHOR BOLTS EQUALLY SPACED AROUND PERIMETER OF TANK.
2. TANK ANCHORS MAY BE OMITTED IF TANK MANUFACTURE'S STRUCTURAL CALCULATIONS SHOW ANCHORAGE IS NOT REQUIRED.

RINGWALL ANCHOR DETAIL (28)
SCALE: N.T.S.



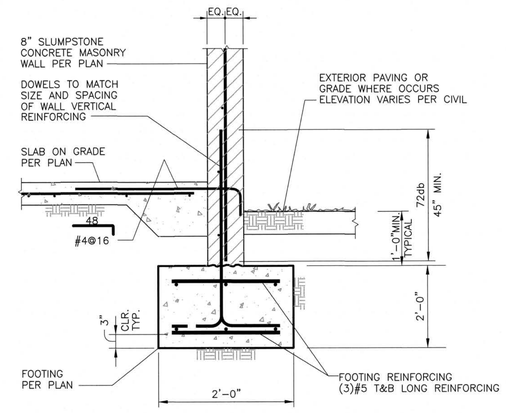
NOTE: ALL WELDS TO BE FULL SEAL WELDS.

CENTER SUPPORT COLUMN DETAIL (29)
SCALE: N.T.S.



NOTE: ALL WELDS TO BE FULL SEAL WELDS.

INTERIOR SUPPORT COLUMN DETAIL (30)
SCALE: N.T.S.



TYPICAL EXTERIOR 8" CONCRETE MASONRY WALL TO FOUNDATION DETAIL (31)
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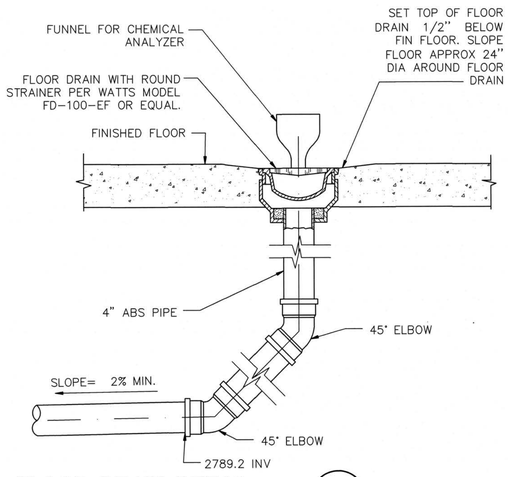

FLOOR DRAIN DETAIL (32)
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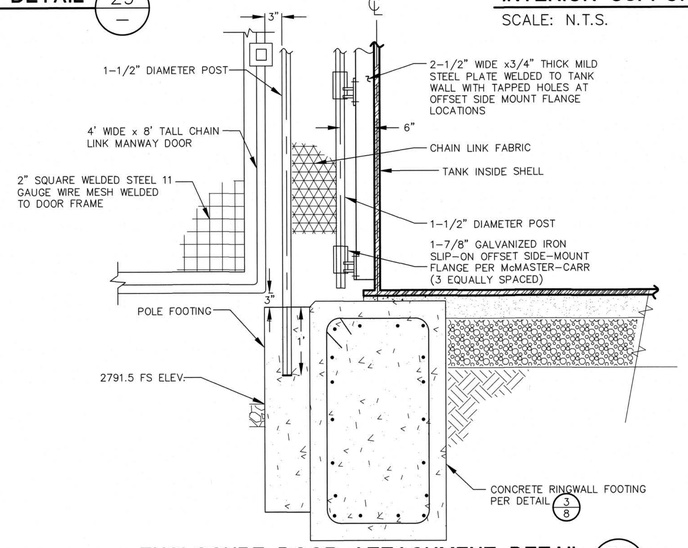

ENCLOSURE DOOR ATTACHMENT DETAIL (33)
SCALE: N.T.S.

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Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

STEVEN R. ANDREWS — REGISTERED PROFESSIONAL ENGINEER — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER — DATE 3/24/21
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 3/29/21

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

RINGWALL ANCHOR, CENTER SUPPORT COLUMN AND INTERMEDIATE COLUMN DETAILS

W.O. NO.
SHEET 15 OF 24
MAP FILE NO.

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FOOTHILL WEST ZONE 3.76 MG RESERVOIR

GENERAL

1. PERFORM CONSTRUCTION AND WORKMANSHIP COMPLYING WITH CONTRACT DOCUMENTS AND 2019 CALIFORNIA BUILDING CODE (CBC).

2. SPECIFICATIONS, CODES, AND STANDARDS REFERENCED IN THE CONTRACT DOCUMENTS SHALL BE OF THE LATEST APPROVED ISSUE, INCLUDING SUPPLEMENTS, UNLESS NOTED OTHERWISE. MATERIAL SPECIFICATIONS SHALL COMPLY WITH THE LATEST EDITION OF ASTM REFERENCED STANDARDS.

3. GOVERNING CODE AUTHORITY:
   CITY OF BANNING DEPARTMENT OF BUILDING AND SAFETY.

4. PERFORM STRUCTURAL RELATED WORK, INCLUDING THE DEVELOPMENT OF SHOP DRAWINGS, WITH THE CONSIDERATION OF ALL CONTRACT DOCUMENTS. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS, ROOF AND FLOOR ELEVATIONS, EDGE OF SLABS, OPENINGS, DEPRESSIONS, SLOPES, CURBS, DRAINS, AND TRENCHES NOT SHOWN IN STRUCTURAL DRAWINGS. ANY DISCREPANCIES BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS SHALL BE RESOLVED WITH THE STRUCTURAL ENGINEER PRIOR TO PROCEEDING WITH WORK.

5. STRUCTURAL DRAWINGS, AS PART OF THE CONTRACT DOCUMENTS, INDICATE INFORMATION SUFFICIENT TO CONVEY DESIGN INTENT. CONTRACTOR SHALL REVIEW CONTRACT DOCUMENTS AND PROMPTLY NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCIES OR QUESTIONS PRIOR TO PROCEEDING WITH WORK.

6. DETAILS AND SCHEDULES INDICATED AS "TYPICAL" ARE APPLICABLE THROUGHOUT THE PROJECT AND MAY NOT BE SPECIFICALLY REFERENCED IN STRUCTURAL DRAWINGS. CONTRACTOR SHALL DETERMINE WHERE TYPICAL DETAILS AND SCHEDULES APPLY PRIOR TO PROCEEDING WITH WORK. SHOULD CONDITIONS EXIST THAT ARE NOT SPECIFICALLY DETAILED AND NO TYPICAL DETAIL APPLIES, PROMPTLY NOTIFY STRUCTURAL ENGINEER.

7. NOTES AND DETAILS SPECIFICALLY REFERENCED IN DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE STRUCTURAL DRAWINGS CONFLICT WITH PROJECT SPECIFICATIONS, THE MORE STRINGENT SHALL APPLY. CONDITIONS NOT SPECIFICALLY REFERENCED SHALL BE CONSTRUCTED AS SHOWN FOR SIMILAR CONDITIONS.

8. CONTRACTOR SHALL VERIFY SITE CONDITIONS INCLUDING DIMENSIONS AND ELEVATIONS. PROMPTLY NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCIES OR CONFLICT WITH CONTRACT DOCUMENTS PRIOR TO PROCEEDING WITH WORK.

9. CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHOD OF CONSTRUCTION. PERFORM CONSTRUCTION MEANS, METHODS, SEQUENCES, TECHNIQUES AND PROCEDURES COMPLYING WITH NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES. CONTRACTOR SHALL PROVIDE SHORING AND BRACING TO ENSURE STABILITY OF STRUCTURE AND GENERAL SAFETY DURING CONSTRUCTION.

10. SITE OBSERVATION VISITS BY FIELD REPRESENTATIVES OF STRUCTURAL ENGINEER DO NOT INCLUDE CONTINUOUS INSPECTION SERVICES AND/OR APPROVAL FOR METHOD OF CONSTRUCTION. OBSERVATIONS BY STRUCTURAL ENGINEER ARE PERFORMED TO DETERMINE IF CONTRACTOR UNDERSTANDS DESIGN INTENT OF CONTRACT DOCUMENTS. OBSERVATIONS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSIDERED SUPERVISION OF CONSTRUCTION.

11. MATERIALS AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE CONSIDERED FOR USE PROVIDED A WRITTEN REQUEST IS SUBMITTED TO OWNER, STRUCTURAL ENGINEER AND GOVERNING CODE AUTHORITY FOR APPROVAL PRIOR TO ITS USE OR INCLUSION IN SHOP DRAWINGS. MODIFICATIONS AND SUBSTITUTIONS WILL NOT BE ACCEPTED DURING SHOP DRAWING REVIEW.

12. SHOP DRAWING SUBMITTALS:
    A. CONTRACTOR SHALL REVIEW FOR COMPLETENESS AND COMPLIANCE WITH CONTRACT DOCUMENTS PRIOR TO SUBMITTING TO STRUCTURAL ENGINEER.
    B. SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
    C. PROVIDE A PROFESSIONAL ENGINEER'S SIGNATURE AND SEAL IN THE STATE WHERE THE PROJECT SITE OCCURS WHEN INDICATED.
    D. REVIEW IS FOR GENERAL CONFORMANCE WITH DESIGN INTENT AND DOES NOT CONSTITUTE AN AUTHORIZATION TO DEVIATE FROM THE CONTRACT DOCUMENTS.
    E. SHOP DRAWINGS WILL BE REJECTED FOR INCOMPLETENESS, LACK OF COORDINATION WITH OTHER PORTIONS OF CONTRACT DOCUMENTS, LACK OF CALCULATIONS (WHEN REQUIRED), OR WHERE MODIFICATIONS OR SUBSTITUTIONS ARE INDICATED WITHOUT PRIOR REVIEW AND APPROVAL.
    F. MAINTAIN A COPY OF REVIEWED AND ACCEPTED SHOP DRAWINGS AT SITE FOR DURATION OF CONSTRUCTION.
    G. STRUCTURAL ENGINEER REQUIRES 10 WORKING DAYS FOLLOWING RECEIPT OF SHOP DRAWINGS AND CALCULATIONS FOR COMPLETION OF REVIEW. SHOP DRAWINGS WILL BE REVIEWED A MAXIMUM OF 2 TIMES.
    H. FOR DESIGN-BUILD ITEMS, SUBMIT SHOP DRAWINGS THAT BEAR THE SIGNATURE AND SEAL OF A REGISTERED CIVIL ENGINEER TO STRUCTURAL ENGINEER AND GOVERNING CODE AUTHORITY FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.

13. INSTALL AND ANCHOR MECHANICAL AND ELECTRICAL EQUIPMENT TO STRUCTURE COMPLYING WITH ASCE 7 SECTION 13.4. ISOLATORS, FASTENERS, AND ANY OTHER ELEMENT THAT ANCHORS EQUIPMENT SHALL BE APPROVED BY ICC OR EQUIVALENT TESTING PROCEDURE. SUSPENDED EQUIPMENT SHALL BE SECURED BY APPROVED LATERAL OR SWAY BRACING.

14. SUBMITTAL DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER TO BE REVIEWED FOR GENERAL CONFORMANCE TO CONTRACT DOCUMENTS. SUBMIT DRAWINGS AND CALCULATIONS BEARING A PROFESSIONAL ENGINEER'S SIGNATURE AND SEAL IN THE STATE WHERE THE PROJECT SITE OCCURS. CONTRACTOR SHALL SUBMIT REVIEWED SUBMITTAL DOCUMENTS TO GOVERNING CODE AUTHORITY FOR APPROVAL. DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. STRUCTURAL DEFERRED SUBMITTAL ITEMS ARE AS FOLLOWS:

    A. STEEL WATER STORAGE TANK.
    B. STEEL STAIRS INCLUDING LANDINGS, RAILING, AND CONNECTIONS.

STRUCTURAL DESIGN CRITERIA

1. LIVE LOADS:
   ROOF = 20 PSF (REDUCIBLE)

2. WIND LOADS:
   BASIC DESIGN WIND SPEED, V = 105 MPH
   RISK CATEGORY = IV
   EXPOSURE CATEGORY = C

3. SEISMIC LOADS:
   RISK CATEGORY = IV
   SEISMIC IMPORTANCE FACTOR, I_E = 1.5
   SPECTRAL RESPONSE ACCELELATIONS
   S_S = 2.312
   S_1 = 0.821
   S_{DS} = 1.541
   S_{D1} = 0.930
   SITE CLASS = D
   SEISMIC DESIGN CATEGORY = F

FOUNDATIONS

1. FOUNDATION DESIGN IS BASED ON THE RECOMMENDATIONS PROVIDED IN GEOTECHNICAL REPORT AND SUBSEQUENT ADDENDUM LETTERS. PERFORM FOUNDATION WORK COMPLYING WITH GEOTECHNICAL REPORT AND ADDENDA. GEOTECHNICAL REPORT AND ADDENDA ARE PART OF THE CONTRACT DOCUMENTS AND SHALL BE KEPT AT THE JOB SITE. GEOTECHNICAL ENGINEER AND REPORT ARE AS FOLLOWS:

   GEOTECHNICAL ENGINEER .....GEOCON WEST, INC.
   REPORT NUMBER T2305-22-10D
   REPORT DATE .....SEPTEMBER 15, 2020

2. FOUNDATION DESIGN IS BASED ON THE FOLLOWING VALUES:

   BEARING PRESSURE .....4500 PSF

   LATERAL BEARING PRESSURE ...375 PSF/FT 1,2
   COEFFICIENT OF FRICTION 0.40

   1. INDICATES VALUE MAY BE INCREASED 33% FOR SEISMIC OR WIND LOADING.
   2. INDICATES VALUE MAY BE INCREASED 100% FOR POLE FOOTINGS.

3. FOUND FOOTINGS A MINIMUM OF 24 INCHES BELOW LOWEST ADJACENT GRADE OR FINISH FLOOR, WHICHEVER IS LOWER.

4. FOUNDATION EXCAVATIONS SHALL BE OBSERVED AND ACCEPTED BY GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL, REINFORCING STEEL, OR CONCRETE.

5. FOOTINGS AND BUILDING SLABS ON GRADE SHALL BEAR ON COMPACTED FILL OR UNDISTURBED NATURAL GRADE COMPLYING WITH REQUIREMENTS OF GEOTECHNICAL REPORT. BACKFILLING AND COMPACTION PROCEDURES SHALL COMPLY WITH GEOTECHNICAL REPORT AND SHALL BE PERFORMED UNDER SUPERVISION OF GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE.

6. PRIOR TO CONTRACTOR REQUESTING A BUILDING DEPARTMENT FOUNDATION INSPECTION, THE GEOTECHNICAL ENGINEER SHALL ADVISE THE BUILDING OFFICIAL THAT:
   A. THE RESERVOIR PAD WAS PREPARED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
   B. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED.
   C. THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE GEOTECHNICAL REPORT.

CAST-IN-PLACE CONCRETE

1. PERFORM CONCRETE WORK COMPLYING WITH ACI 301, ACI 304 AND ACI 350.5.

2. AGGREGATE FOR NORMAL-WEIGHT CONCRETE SHALL BE NATURAL SAND AND ROCK COMPLYING WITH ASTM C33. AGGREGATE FOR LIGHTWEIGHT CONCRETE SHALL BE LIGHTWEIGHT AGGREGATE COMPLYING WITH ASTM C330.

3. PROVIDE PORTLAND CEMENT COMPLYING WITH ASTM C150, TYPE V.

4. CLASS F FLY ASH COMPLYING WITH ASTM C618 IS PERMITTED TO BE USED IN FOUNDATION CONCRETE. WHEN FLY ASH IS USED, QUANTITY SHALL NOT BE LESS THAN 15 PERCENT NOR MORE THAN 25 PERCENT BY WEIGHT OF TOTAL CEMENTITIOUS METRIAL. WATER-CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIAL, INCLUDING FLY ASH AND OTHER POZZOLANS.

5. PROVIDE CONCRETE WITH THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH (f'c) AT 28 DAYS UNLESS NOTED OTHERWISE:

LOCATION	f'c	MAX. W/C RATIO	MAX. AGGREGATE SIZE
ALL CONCRETE	4000 PSI	0.50	1" (NORMAL-WEIGHT)

6. SUBMIT CONCRETE MIX DESIGN FOR EACH TYPE AND COMPRESSIVE STRENGTH OF CONCRETE REQUIRED BEARING THE SEAL AND SIGNATURE OF A REGISTERED CIVIL ENGINEER IN THE STATE WHERE THE PROJECT SITE OCCURS TO STRUCTURAL ENGINEER FOR APPROVAL.

7. CONCRETE SHRINKAGE CHARACTERISTICS SHALL COMPLY WITH ASTM C157 AND SHALL NOT EXCEED 0.05%.

8. CONCRETE SLUMP SHALL NOT EXCEED 4 INCHES.

9. CONCRETE OR GROUT SHALL NOT CONTAIN CHLORIDES.

10. CURE CONCRETE FOR A MINIMUM OF 7 DAYS FOLLOWING PLACEMENT.

11. SECURELY TIE ANCHOR BOLTS, REINFORCING STEEL, INSERTS, AND OTHER EMBEDDED ITEMS IN PLACE PRIOR TO POURING CONCRETE.

12. DO NOT EMBED CONDUITS, PIPES, OR SLEEVES IN STRUCTURAL CONCRETE, INCLUDING CONCRETE ON STEEL DECK, EXCEPT WHERE SPECIFICALLY DETAILED OR APPROVED BY STRUCTURAL ENGINEER.

13. LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE STRUCTURAL ENGINEER PRIOR TO PLACING REINFORCING STEEL. PROVIDE KEYS IN CONSTRUCTION JOINTS UNLESS NOTED OTHERWISE. ROUGHEN CONCRETE SURFACE TO 1/4 INCH AMPLITUDE. THOROUGHLY CLEAN, REMOVE LAITANCE, AND THOROUGHLY WET AND REMOVE STANDING WATER PRIOR TO PLACING NEW CONCRETE.

14. ROUGHEN EXISTING CONCRETE SURFACE TO 1/4 INCH AMPLITUDE WHERE NEW CONCRETE ABUTS EXISTING CONCRETE.

15. FORM EXPOSED CORNERS WITH 3/4 INCH CHAMFER UNLESS NOTED OTHERWISE.

POST-INSTALLED ANCHORS AND DOWELS

1. EPOXY ANCHORS SHALL BE ASTM A36 THREADED ROD, UNLESS NOTED OTHERWISE. DOWELS SHALL BE ASTM A615 OR A706 GRADE 60 REINFORCING, UNLESS NOTED OTHERWISE. PROVIDE EPOXY FROM THE FOLLOWING LISTS OF APPROVED ADHESIVES:

   CONCRETE .....HILTI HIT-RE 500 V3 (ICC ESR-3814)
   SIMPSON SET-XP (ICC ESR-2508)

2. PROVIDE EXPANSION ANCHORS FROM THE FOLLOWING LIST OF APPROVED ANCHORS:
   CONCRETE .....HILTI KWIK BOLT TZ (ICC ESR-1917)
   SIMPSON STRONG-BOLT 2 (ICC ESR-3037)

3. PROVIDE SCREW ANCHORS FROM THE FOLLOWING LIST OF APPROVED ANCHORS:
   CONCRETE .....HILTI KWIK HUS-EZ (ICC ESR-3027)
   SIMPSON TITEN HD (ICC ESR-2713)

4. NON-REBAR-CUTTING DRILL BITS SHALL BE USED TO DRILL HOLES IN CONCRETE OR MASONRY. DO NOT CUT OR DAMAGE EXISTING REINFORCING. LOCATE EXISTING REINFORCING BY NON-DESTRUCTIVE MEANS PRIOR TO DRILLING HOLES.

5. DRILLED HOLES SHALL BE CLEANED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND APPROVED CODE REPORT.

6. ABANDONED HOLES SHALL BE FILLED WITH NON-SHRINK GROUT THAT MATCHES OR EXCEEDS STRENGTH OF SURROUNDING CONCRETE.

7. ANCHORS EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL.

8. POST-INSTALLED ANCHORS SHALL BE USED ONLY WHERE SPECIFICALLY INDICATED IN THE DRAWINGS.

REINFORCING STEEL

1. PROVIDE REINFORCING STEEL COMPLYING WITH THE APPROPRIATE STANDARD AS FOLLOWS:

   ALL REINFORCING UNLESS NOTED OTHERWISE ....ASTM A615 GRADE 60
   WELDED REINFORCING .....ASTM A706 GRADE 60

2. PREPARE REINFORCING STEEL SHOP DRAWINGS COMPLYING WITH ACI 315. SUBMIT REINFORCING STEEL SHOP DRAWINGS INDICATING REINFORCING STEEL PLACEMENT, INCLUDING SPLICE LOCATIONS AND LENGTHS, TO STRUCTURAL ENGINEER FOR APPROVAL. PROMPTLY NOTIFY STRUCTURAL ENGINEER BEFORE DEVELOPING REINFORCING STEEL SHOP DRAWINGS IF INSUFFICIENT CLEAR DISTANCE BETWEEN REINFORCING STEEL OR OTHER CONGESTION IS ENCOUNTERED.

3. REINFORCING STEEL SHALL BE FREE OF MUD, OIL AND OTHER MATERIALS THAT MAY AFFECT CONCRETE BOND AT TIME OF CONCRETE PLACEMENT.

4. SPLICE REINFORCING STEEL WHERE INDICATED IN THE DRAWINGS. IF SPLICE LOCATIONS CANNOT BE DETERMINED, VERIFY WITH STRUCTURAL ENGINEER PRIOR TO DEVELOPING SHOP DRAWINGS.

5. LAP REINFORCING STEEL IN CONCRETE TO LENGTHS INDICATED IN STRUCTURAL DRAWINGS. LAP REINFORCING STEEL IN MASONRY 72 BAR DIAMETERS, UNLESS NOTED OTHERWISE.

6. MINIMUM CLEAR DISTANCE BETWEEN PARALLEL REINFORCING STEEL SHALL BE THE GREATER OF 1 INCH OR 1 BAR DIAMETER. MINIMUM CLEAR DISTANCE BETWEEN PARALLEL REINFORCING STEEL AT COLUMNS SHALL BE THE GREATER OF 1-1/2 INCHES OR 1-1/2 BAR DIAMETERS. MINIMUM CLEAR DISTANCE BETWEEN GROUPS OF BUNDLED BARS SHALL BE THE SAME AS FOR SINGLE BARS EXCEPT BAR DIAMETER IS DERIVED FROM EQUIVALENT TOTAL AREA OF BUNDLE.

7. MAINTAIN THE FOLLOWING MINIMUM CLEAR DISTANCE BETWEEN REINFORCING STEEL AND FACE OF CONCRETE, UNLESS NOTED OTHERWISE:

   SLABS ON GRADE .....CENTER OF SLAB
   CONCRETE BELOW GRADE - FORMED .....2 INCHES
   CONCRETE BELOW GRADE - UNFORMED .....3 INCHES
   WALLS ABOVE GRADE - EXPOSED TO WEATHER .....2 INCHES
   STRUCTURAL SLABS - TOP AND BOTTOM .....2 INCHES

8. SPECIFIED CONCRETE COVER SHALL BE MAINTAINED TO ALL REINFORCING STEEL AT REVEALS AND INSETS. SUBMIT SHOP DRAWINGS SHOWING CONCRETE REVEALS AND INSETS TO STRUCTURAL ENGINEER FOR REVIEW.

9. CHAIRS AND SPACERS FOR REINFORCING STEEL SHALL BE PLASTIC OR PLASTIC COATED WHEN RESTING ON EXPOSED SURFACES.

10. PROVIDE DOWELS FOR WALLS AND COLUMNS TO MATCH SIZE AND SPACING OF VERTICAL REINFORCING STEEL UNLESS NOTED OTHERWISE.

11. WELD REINFORCING STEEL PER REQUIREMENTS OF AWS D1.4 AND APPLICABLE BUILDING CODE. SUBMIT PROPOSED WELDING PROCEDURE TO STRUCTURAL ENGINEER AND TO GOVERNING CODE AUTHORITY FOR APPROVAL PRIOR TO WELDING. WELDERS SHALL BE CERTIFIED AS REQUIRED BY GOVERNING CODE AUTHORITY.

12. BEND REINFORCING STEEL COLD UNLESS OTHERWISE APPROVED BY STRUCTURAL ENGINEER. DO NOT FIELD BEND REINFORCING STEEL IN CONCRETE UNLESS OTHERWISE SHOWN IN CONTRACT DOCUMENTS OR APPROVED BY STRUCTURAL ENGINEER.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA 3-2-21

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

STRUCTURAL NOTES

W.O. NO.

SHEET 16 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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Last Edit: 02.01.2021 05:14:21 PM By: Cramirez

File: Sheet 16 Structual Notes.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 02.26.2021 9:31:04 AM By: cramirez

SYMBOL LIST

SYMBOL	DESCRIPTION
7	POLE MTD LIGHTING FIXTURE, "7" DENOTES CIRCUIT NUMBER.
2a	WALL MTD LIGHTING FIXTURE, "2" DENOTES CIRCUIT NUMBER, "a" DENOTES CONTROLLING SWITCH
S3aKT	SINGLE POLE TOGGLE SWITCH, +48" AFF, UON SUBSCRIPTS INDICATE THE FOLLOWING: a – OUTLETS CONTROLLED 3 – THREE WAY 4 – FOUR WAY K – KEYED P – PILOT LIGHT PH – PHOTO CELL M – MANUAL MOTOR STARTER T – TIME SWITCH
	DUPLEX CONVENIENCE OUTLET 20A, 120VOLT, WALL, +12" AFF UON
	SINGLE OUTLET TWIST–LOC, 20A, 120V
J	JUNCTION BOX
	BELL, +7'–6" AFF, UON
	BUZZER, +7'–6" AFF, UON
3	PUSHBUTTON, CONTROL STATION (ONE, TWO, OR THREE BUTTON AS INDICATED BY NUMBER) +4'–0", AFF UON
"0"	MAGNETIC MOTOR STARTER, NEMA SIZE "0", UON
"1" REV	MAGNETIC MOTOR STARTER, REVERSING TYPE, NEMA SIZE "1", UON
"1" 15A	COMBINATION MAGNETIC MOTOR STARTER, NEMA SIZE "1" UON AND 15A DISCONNECT SWITCH 3P, UON
30A	DISCONNECT SWITCH, 30A NON–FUSED, 3P, UON
50AF 60A	DISCONNECT SWITCH, 60A WITH 50A FUSE, 3P, UON
a	'a' INDICATES AN AUXILIARY CONTACT OF A BREAKER OR STARTER COIL. CONTACT ALWAYS OPEN WHEN MAIN CONTACTS ARE OPEN.
M	MOTOR STARTER COIL, OR CONTROL COIL AS NOTED
AS	AMMETER SWITCH, VS=VOLTMETER SWITCH
2	POTENTIAL TRANSFORMER, 2 REQD OR AS NOTED
100/5 2	CURRENT TRANSFORMER, 2 REQD OR AS NOTED WITH 100/5 RATIO
20	MOTOR, NUMBER IS HP RATING, UON
M	MOTOR (SYMBOL FOR PLAN DWG)
	GROUND ROD IN GROUND WELL, (REFER TO SPECIFICATION FOR SIZE).
A 100	FIXTURE TYPE "A", 100 WATTS EACH, TYPICAL IN ROOM OR AREA, UON
	CONDUIT TURNING UP OR TOWARDS VIEWER
	CONDUIT TURNING DOWN OR AWAY FROM VIEWER
	1"C, 2#12, 1#12 GND UON, EXPOSED
	CONDUIT RUN CONCEALED IN CEILING, WALL OR UNDERGROUND
G	GROUNDING CONDUIT, CONDUCTOR AND GROUND ROD (COPPER–CLAD STAINLESS STEEL 5/8" DIAMETER X 10' LONG), UON
E	CONDUIT STUB WITH CAP AND A SUITABLE PULL WIRE FOR FUTURE USE
T	TELEPHONE CONDUIT, 3/4" CONDUIT ONLY OR AS NOTED
1	CONDUIT AND CONDUCTOR CALLOUT. REFER TO CONDUIT SCHEDULE ON PLANS
(2) 2 1/2" 3#4/0 1#3G	CONDUIT AND CONDUCTOR AS INDICATED, TWO CONDUITS OF SIZE TWO AND ONE HALF INCHES DIAMETER, EACH WITH THREE #4/0 AWG AND ONE #3 AWG GROUNDING CONDUCTORS
A	METER, A=AMMETER, HZ=HERTZ, V=VOLTMETER, W=WATT, WH=WATTHOUR
	PLAN DIAGRAM FOR CONDUIT ENTRANCE TO CABINET OR DEVICE, ROUTE AND INSTALL TO SUIT FIELD CONDITIONS
	CONDUIT SEAL
	THERMAL ELEMENT
200AF 150AT	CIRCUIT BREAKER, MOLDED CASE, 150 AMP TRIP, 200 AMP FRAME, OR AS NOTED. 3 POLE, UON. (120V CB'S ARE 1 POLE, UON)
70AF 100A	FUSED DISCONNECT SWITCH, 100 AMP WITH 3–70 AMP FUSES OR AS NOTED. 3 POLE, UON. (120V SW'S ARE 1 POLE, UON)

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OR
1-800-422-4133

SYMBOL	DESCRIPTION
M	UTILITY METERING WITH CURRENT AND POTENTIAL TRANSFORMERS AS REQUIRED
	OPEN SWITCH WITH TIME DELAY CLOSING (TDOE=TIME DELAY ON ENERGIZATION)
	CLOSED SWITCH WITH TIME DELAY OPENING (TDOD=TIME DELAY ON DE–ENERGIZATION)
30A	COMBINATION STARTER WITH MOTOR CIRCUIT PROTECTOR. 30AMP MCP, NEMA SIZE 1 MOTOR STARTER & OVERLOAD HEATERS.
30 KVA 480–120/208	TRANSFORMER WITH SECONDARY GROUND, 30KVA, OPERATING VOLTAGE (PRIMARY–SECONDARY)
	FLEXIBLE CONDUIT CONNECTION TO EQUIPMENT, UON
1	REFERENCE NOTE
A 18	REFERS TO SECTION "A" ON SHEET "18", UON
2 18	REFERS TO DETAIL "2" ON SHEET "18", UON
	TRANSIENT SUPPRESSION
A	PUSH–TO–TEST PILOT LIGHT, A=AMBER, G=GREEN R=RED, W=WHITE
	TERMINAL & CONNECTION TO PLC
	SECURITY CAMERA

GENERAL INSTRUMENTATION AND CONTROL FUNCTION SYMBOLS

XXX OR XXXXX	EQUIPMENT/FIELD MOUNTED. SHOWN FOR DEVICE XXX OR XXXXX, TYPICAL.		PNEUMATIC SIGNAL
	INSTRUMENTS SHARING A COMMON HOUSING, EQUIPMENT/FIELD MOUNTED.		ELECTRICAL SIGNAL
XXX	PANEL MOUNTED, OPERATOR ACCESSIBLE. MOUNTED IN CP–1, UON. PANEL XXX SHOWN.		COMMUNICATION OR LOGIC SIGNAL
	PANEL MOUNTED, OPERATOR INACCESSIBLE.		MICROPROCESSOR BASED LOCAL OPERATOR INTERFACE (HMI)
XXX XXX	INSTRUMENTS SHARING COMMON HOUSING, PANEL MOUNTED IN LCP, UON, PANEL XXX SHOWN		MICROPROCESSOR BASED REMOTE (SCADA) OPERATOR INTERFACE (HMI)
	PLC SHARED DISPLAY/CONTROL FUNCTIONS		
DI	PLC INPUT/OUTPUT POINT, DISCRETE INPUT SHOWN		

ISA – S5.1 TABLE 1
IDENTIFICATION LETTERS

FIRST LETTER(S)			SUCCEEDING LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	BURNER, COMBUSTION				
C	CONDUCTIVITY		CLOSE	CONTROL	CLOSED
D	DENSITY	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGE		GLASS, VIEWING DEVICE		
H	HAND (MANUAL)				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME, TIME SCHED.	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT		LOW
M	MOISTURE	MOMENTARY			MIDDLE
N	INTRUSION				NORMAL
O	TORQUE		OPEN		OPENED
P	PRESSURE, VACUUM		POINT CONNECTION		
Q	QUANTITY	INTEGRATE, TOTALIZE			
R	RADIATION		RECORD OR PRINT		
S	SPEED, FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION			VALVE, LOUVER	
W	WEIGHT, FORCE		WELL		
X	UNCLASSIFIED	X AXIS	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
Y	EVENT, STATE OR PRESENCE	Y AXIS		RELAY, COMPUTE, CONVERT	
Z	POSITION	Z AXIS		DRIVER, ACTUATOR, FINAL CONTROL ELEMENT	

REFERENCE ISA–S5.1 SECTION 5.1 AND TABLE 2 FOR EXPLANATION AND TYPICAL LETTER COMBINATIONS

ABBREVIATIONS

A	AMPERE, AUTO, AUTOMATIC
AFF	ABOVE FINISHED FLOOR
AFS	ABOVE FINISHED SURFACE
AI	ANALOG INPUT TO PLC
ANN	ANNUNCIATOR
AO	ANALOG OUTPUT FROM PLC
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GUAGE
BLDG	BUILDING
BRKR	BREAKER
C	CONDUIT
CAB	CABINET
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CLG	CEILING
CNTRL	CONTROL
CO	CONDUIT ONLY
CPT	CONTROL POWER TRANSFORMER, 120 V SECONDARY, UON
CPU	CENTRAL PROCESSING UNIT
CM	COMMUNICATION MODULE
DC	DIRECT CURRENT
DI	DISCRETE INPUT TO PLC
DISC	DISCONNECT
DO	DISCRETE OUTPUT FROM PLC
D/P	DIFFERENTIAL PRESSURE
DPDT	DOUBLE–POLE, DOUBLE–THROW
DPM	DIGITAL PANEL METER
DWG	DRAWING
EA	EACH
EF–X	EXHAUST FAN NO.X
ELECT.	ELECTRICAL
EMI	ELECTROMAGNETIC INTERFERENCE
EQUIP	EQUIPMENT
EX	EXISTING
F	FUSE
FA	FLOW ALARM
FIT	FLOW INDICATOR/TRANSMITTER
FM	FACTORY MUTUAL
FS	FLOW SWITCH OR FLOAT SWITCH
GFI	GROUND FAULT INTERRUPT
GND OR G	GROUND
HOA	HAND–OFF–AUTOMATIC
HP	HORSEPOWER
HT	HEIGHT
HS	HAND SWITCH
I/O	INPUT/OUTPUT
IC	RMS SYM. INTERRUPTING CAPACITY RATING
JB	JUNCTION BOX
JS	POWER SWITCH
KCMIL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT–AMPERE
KW	KILOWATT
K	THOUSAND
LAH	LEVEL ALARM, HIGH
LAL	LEVEL ALARM, LOW
LCL	LONG CONTINUOUS LOAD
LCP	LOCAL CONTROL PANEL
LM	LARGEST MOTOR
LOS	LOCKOUT STOP
LSH	LEVEL SWITCH, HIGH
LSL	LEVEL SWITCH, LOW
LT	LEVEL TRANSMITTER
LTG	LIGHTING
LV	LOW VOLTAGE
LVL	LEVEL
MA	MANUAL OR MILLIAMPERE
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE, MOUNTING HEIGHT
MIN	MINIMUM
MOV	MOTOR OPERATED VALVE
MTD	MOUNTED
MTG	MOUNTING
NA	INTRUSION ALARM
N/C OR NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
N/O OR NO	NORMALLY OPEN
NO. OR #	NUMBER
NS	INTRUSION SWITCH
NTS	NOT TO SCALE
OC	ON CENTER
P	POLE
PAH	PRESSURE ALARM, HIGH
PAL	PRESSURE ALARM, LOW
P&ID	PROCESS AND INSTRUMENTATION DIAGRAM
PB	PULL BOX
PC	PHOTO CELL
PFA	POWER FAILURE ALARM
PH	PHASE
PID	PROPORTIONAL, INTEGRAL, AND DERIVATIVE (TUNING)
PLC	PROGRAMMABLE LOGIC CONTROLLER
P/L	PROPERTY LINE
PNL	PANEL
PSH	PRESSURE SWITCH, HIGH
PSL	PRESSURE SWITCH, LOW
PT	PRESSURE TRANSMITTER
PTT	PUSH–TO–TEST
PVC	POLYVINYL CHLORIDE
ø	PHASE
REQD	REQUIRED
REQMT	REQUIREMENT
RTU	REMOTE TERMINAL UNIT
SHT	SHEET
SPDT	SINGLE–POLE, DOUBLE–THROW
SPEC	SPECIFICATION
SPST	SINGLE–POLE, SINGLE–THROW
S/N	SOLID NEUTRAL
S/S	START–STOP
SW	SWITCH
TB	TERMINAL BLOCK, OR TERMINAL BOX
TD	TIME DELAY
TERM	TERMINAL
TYP	TYPICAL
TSP	TWISTED SHIELDED PAIR, #16 AWG
TST	TWISTED SHIELDED TRIAD, #16 AWG
UL	UNDERWRITER'S LABORATORY
UON	UNLESS OTHERWISE NOTED
UPS	UNINTERRUPTABLE POWER SUPPLY
UG	UNDERGROUND
V	VOLTAGE
VA	VOLT–AMPERES
VFD	VARIABLE FREQUENCY DRIVE
XFMR	TRANSFORMER
XTMR	TRANSMITTER
W	WATT
WH	WATTHOUR
WP	WEATHERPROOF
WT	WATER TIGHT
Z	IMPEDANCE
ZS	LIMIT SWITCH
3W	THREE–WIRE
4W	FOUR–WIRE

NOTES

NOT ALL SYMBOLS AND ABBREVIATIONS MAY APPEAR ON THE ACCOMPANYING CONTRACT PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENT FOR THIS PROJECT.

REVISIONS

MARK		APPR	DATE

SEAL – ENGINEER

STEVEN R. ANDREWS — No. RCE 31259 — REGISTERED PROFESSIONAL ENGINEER — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215–5050

SAE ENGINEERING

SCALE:	
DATE:	02/26/2021
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — DATE 3/24/21
APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 3/29/21

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ELECTRICAL SYMBOLS LIST, ABBREVIATIONS

W.O. NO. _____

SHEET 17 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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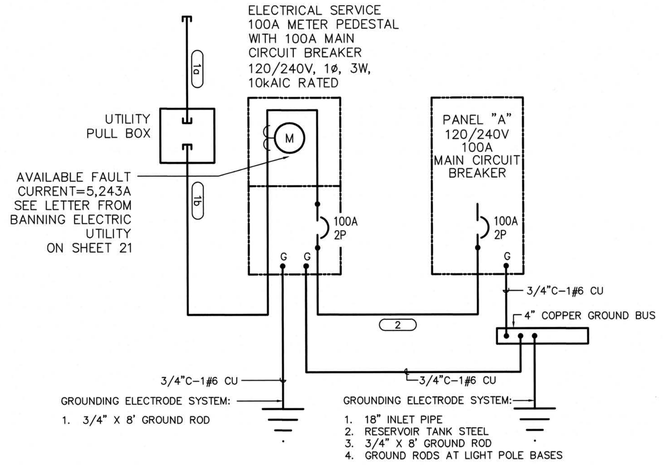


SINGLE LINE DIAGRAM
NO SCALE

PANEL NAME:	PANEL "A"		VOLTAGE:				120/240V 1P 3W					FED FROM:	UTILITY	
LOCATION:	ELEC PAD		MAIN BUS/BKR:				100A MCB					MOUNTING:	SURFACE	
AREA SERVED:	RESERVOIR		BRACING:				10KAIC							
		WATTAGE											WATTAGE	
ITEM	A	B	L	R	M	C	BRKR	BRKR	C	M	R	L	A	B	ITEM
SITE LIGHTING	490		7			1	20/1	20/1	2		7		1260		RECEPS IN LT POLES
GFCI RECEPTACLE		360		2		3	20/1	20/1	4			2		102	ENCLOSURE LIGHTING
RTU	180				1	5	20/1	20/1	6	1			575		MIXER
INLET VALVE ACT.		180			1	7	20/1	20/1	8	3				250	SECURITY CAMERAS
OUTLET VALVE ACT.	180				1	9	20/1	50/2	10	1			3200		IRRIGATION BOOSTER
IRRIGATION CONTR.		200			1	11	20/1		12					3200	PUMP
SPARE						13	20/1	20/1	14						SPARE
CL2 RES ANALYZER		73			1	15	20/1	20/1	16						SPARE
SPARE						17	20/1	20/1	18						SPARE
SPARE						19	20/1	20/1	20						SPARE
SPARE						21	20/1	20/1	22						SPARE
SPARE						23	20/1	20/1	24						SPARE
SPARE						25	20/1	20/1	26						SPARE
SPARE						27	20/1	20/1	28						SPARE
SPARE						29	20/1	20/1	30						SPARE
PHASE A:	5885 WATTS		LCL =	592	WATTS							TOTAL LOAD =	10250 WATTS		
PHASE B:	4365 WATTS											25% x LCL	148		
												ADJUSTED LOAD =	10398		
												OR	43.3 AMPS		

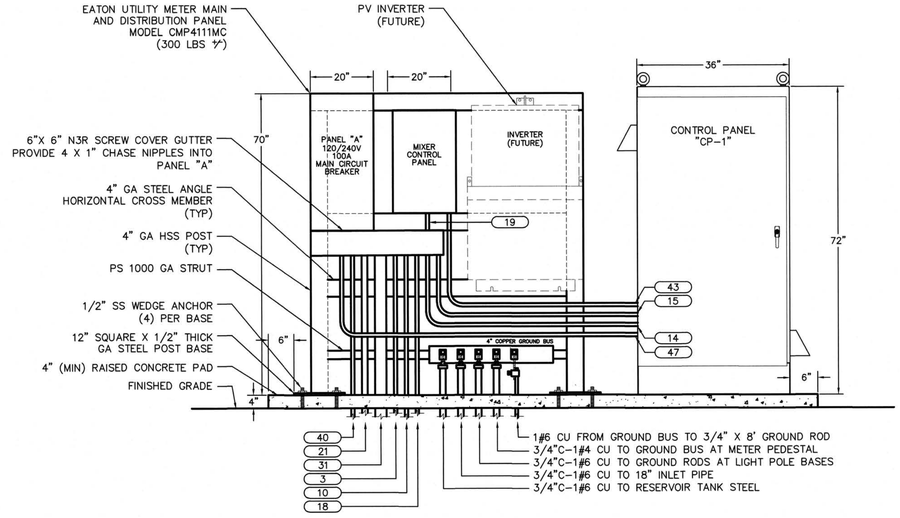
PANEL SCHEDULE

GENERAL NOTES:

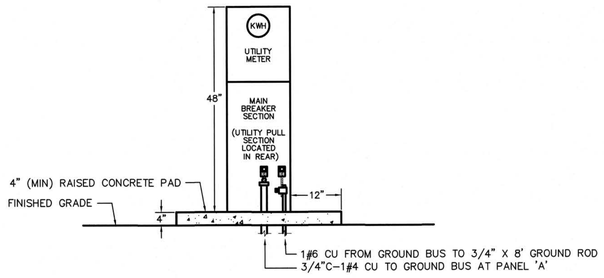
1. ALL CIRCUIT BREAKERS SHALL BE FULLY RATED.
2. OBTAIN APPROVAL FROM CITY OF BANNING ELECTRIC UTILITY DEPARTMENT OF UTILITY METER AND MAIN CIRCUIT BREAKER/PANELBOARD AND SUBMIT A COPY OF APPROVAL TO THE ENGINEER PRIOR TO PURCHASE OF EQUIPMENT.

CONDUIT AND CONDUCTOR SCHEDULE						
CONDUIT NO.	CONDUIT QTY.	CONDUIT SIZE (IN)	CONDUIT FILL	FROM	TO	REMARKS
1a	1	4	PULL CORD	RISER AT UTILITY POLE	UTILITY PULLBOX	PER DRY UTILITY CONSULTANT PLANS
1b	1	4	PULL CORD	UTILITY PULLBOX	100A METER PEDESTAL	PER DRY UTILITY CONSULTANT PLANS
2	1	2	3#1 & 1#6G	100A METER PEDESTAL	PANEL 'A'	
3	1	3/4	4#10 & 1#10G	PANEL 'A'	LIGHT POLE #1 (LP1)	LIGHT AND RECEPTACLE
4	1	3/4	4#10 & 1#10G	LIGHT POLE #1 (LP1)	LIGHT POLE #2 (LP2)	LIGHT AND RECEPTACLE
5	1	3/4	4#10 & 1#10G	LIGHT POLE #2 (LP2)	LIGHT POLE #3 (LP3)	LIGHT AND RECEPTACLE
6	1	3/4	4#10 & 1#10G	LIGHT POLE #3 (LP3)	LIGHT POLE #4 (LP4)	LIGHT AND RECEPTACLE
7	1	3/4	4#10 & 1#10G	LIGHT POLE #1 (LP1)	LIGHT POLE #5 (LP5)	LIGHT AND RECEPTACLE
8	1	3/4	4#10 & 1#10G	LIGHT POLE #5 (LP5)	LIGHT POLE #6 (LP6)	LIGHT AND RECEPTACLE
9	1	3/4	4#10 & 1#10G	LIGHT POLE #6 (LP6)	LIGHT POLE #6 (LP7)	LIGHT AND RECEPTACLE
10	1	3/4	4#12 & 1#12G	PANEL 'A'	3-WAY SWITCH, INLET ASS. AREA	
11	1	3/4	5#12 & 1#12G	3-WAY SWITCH	3-WAY SWITCH	SWITCH TRAVELERS, REC, LTG
12	1	3/4	4#12 & 1#12G	3-WAY SWITCH	GFCI RECEPTACLE	
13	1	1/2	2#12 & 1#12G	GFCI RECEPTACLE	LIGHT FIXTURE	
14	1	3/4	4#12 & 1#12G	PANEL 'A'	CONTROL PANEL "CP-1"	RTU POWER, CAMERA SYSTEM
15	1	3/4	4#12 & 1#12G	PANEL 'A'	CONTROL PANEL "CP-1"	INLET & OUTLET VALVE ACTUATORS
16	1	3/4	2#12 & 1#12G	CONTROL PANEL "CP-1"	INLET VALVE ACTUATOR	VIA SEISMIC SWITCH
17	1	3/4	2#12 & 1#12G	CONTROL PANEL "CP-1"	OUTLET VALVE ACTUATOR	VIA SEISMIC SWITCH
18	1	3/4	2#12 & 1#12G	PANEL 'A'	IRRIGATION TIMER/CONTROLLER	VALVE CONTROLLER/TIMER
19	1	3/4	2#10 & 1#10G	PANEL 'A'	MIXER CONTROLLER	
20	1	3/4	2#10 & 1#10G	MIXER CONTROLLER	TANK MIXER	
21	1	1	2#8 & 1#10G	PANEL 'A'	IRRIGATION PUMP CONTROLLER	PUMP CONTACTORS/STARTERS
22	1	1	2#8 & 1#10G	IRRIGATION PUMP CONTROLLER	IRRIGATION PUMP ON SOUTH SIDE OF RES	
23	1	3/4	(3) CAT 6 CABLES	CONTROL PANEL "CP-1"	LIGHT POLE #1 (LP1)	SECURITY CAMERAS, LP1, LP4, LP7
24	1	3/4	(1) CAT 6 CABLE	LIGHT POLE #1 (LP1)	LIGHT POLE #2 (LP2)	SECURITY CAMERA AT LP4
25	1	3/4	(1) CAT 6 CABLE	LIGHT POLE #2 (LP2)	LIGHT POLE #3 (LP3)	SECURITY CAMERA AT LP4
26	1	3/4	(1) CAT 6 CABLE	LIGHT POLE #3 (LP3)	LIGHT POLE #4 (LP4)	SECURITY CAMERA AT LP4
27	1	3/4	(1) CAT 6 CABLE	LIGHT POLE #1 (LP1)	LIGHT POLE #5 (LP5)	SECURITY CAMERA AT LP7
28	1	3/4	(1) CAT 6 CABLE	LIGHT POLE #5 (LP5)	LIGHT POLE #6 (LP6)	SECURITY CAMERA AT LP7
29	1	3/4	(1) CAT 6 CABLE	LIGHT POLE #6 (LP6)	LIGHT POLE #6 (LP7)	SECURITY CAMERA AT LP7
30	1	1	6#14 & 1#14G	CONTROL PANEL "CP-1"	ALTITUDE VALVE	ALTITUDE VALVE LIMIT SWITCHES AND SOLENOID CONTROL
31	1	2	PULL CORD	PANEL 'A'	PULL BOX FOR FUTURE BOOSTER STATION BLDG	CONDUIT PATHWAY FOR FUTURE POWER
32	1	2	PULL CORD	CONTROL PANEL "CP-1"	ANTENNA	
33	1	3/4	(2) 18 GA STP	CONTROL PANEL "CP-1"	LEVEL TRANSMITTER 4-20mA AND 24VDC	RESERVOIR LEVEL INDICATOR
34	1	3/4	8#14 & 1#14G	CONTROL PANEL "CP-1"	J-BOX AT GATE TO STAIRS	SECURITY SWITCHES
35	1	3/4	4#14 & 1#14G	J-BOX AT GATE TO STAIRS	J-BOX AT MIXER HATCH	SECURITY SWITCHES
36	1	3/4	2#14 & 1#14G	J-BOX AT MIXER HATCH	J-BOX AT LADDER HATCH	SECURITY SWITCH
37	1	3/4	2#14 & 1#14G	J-BOX AT LADDER HATCH	J-BOX AT INSPECTION HATCH	SECURITY SWITCH
38	1	3/4	(3) 18 GA STP	CONTROL PANEL "CP-1"	J-BOX AT LADDER HATCH	(3) TEMPERATURE SENSORS
39	2	1-1/2	PULL CORD	CONTROL PANEL "CP-1"	PULL BOX FOR FUTURE BOOSTER STATION BLDG	CONDUIT PATHWAYS FOR FUTURE SCADA
40	1	3/4	2#12 & 1#12G	PANEL 'A'	CHLORINE ANALYZER	ANALYZER POWER
41	1	3/4	(2) 18 GA STP 6#14 &1#14G	CONTROL PANEL "CP-1"	CHLORINE ANALYZER	ANALYZER 4-20mA SIGNALS, ALARM RELAY OUTPUTS
42	1	1	2#6 & 1#8G	IRRIGATION PUMP CONTROLLER	IRRIGATION PUMP ON NORTH SIDE OF RES	
43	1	3/4	6#14 & 1#14G	MIXER CONTROLLER	CONTROL PANEL "CP-1"	MIXER ON/OFF, SECURITY SWITCH
44	1	3/4	6#14 & 1#14G	CONTROL PANEL "CP-1"	J-BOX AT EAST INLET ASSEMBLY MANDOOR	SECURITY SWITCHES
45	1	3/4	4#14 & 1#14G	J-BOX AT EAST INLET ASSEMBLY MANDOOR	J-BOX AT WEST INLET ASSEMBLY MANDOOR	SECURITY SWITCHES
46	1	3/4	2#14 & 1#14G	J-BOX AT WEST INLET ASSEMBLY MANDOOR	J-BOX AT INLET ASSEMBLY SLIDING GATE	SECURITY SWITCH
47	1	3/4	2#14 & 1#14G	CONTROL PANEL "CP-1"	PANEL 'A'	SECURITY SWITCH

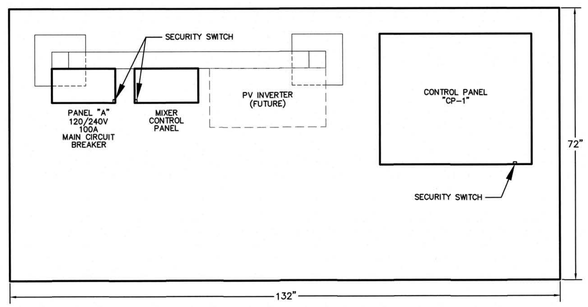
CONDUIT AND CONDUCTOR SCHEDULE



ELEVATION: PANELBOARD "A", CONTROL PANEL "CP-1"
NOT TO SCALE



ELEVATION: ELECTRICAL SERVICE UTILITY METER PEDESTAL
NOT TO SCALE



PLAN VIEW – ELECTRICAL SERVICE PAD
NOT TO SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
or
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA 3-24-21

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

SCALE:	
DATE:	02/26/2021
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:
City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ELECTRICAL SINGLE LINE DIAGRAM AND SCHEDULES

W.O. NO.
SHEET 18 OF 24
MAP FILE NO.

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FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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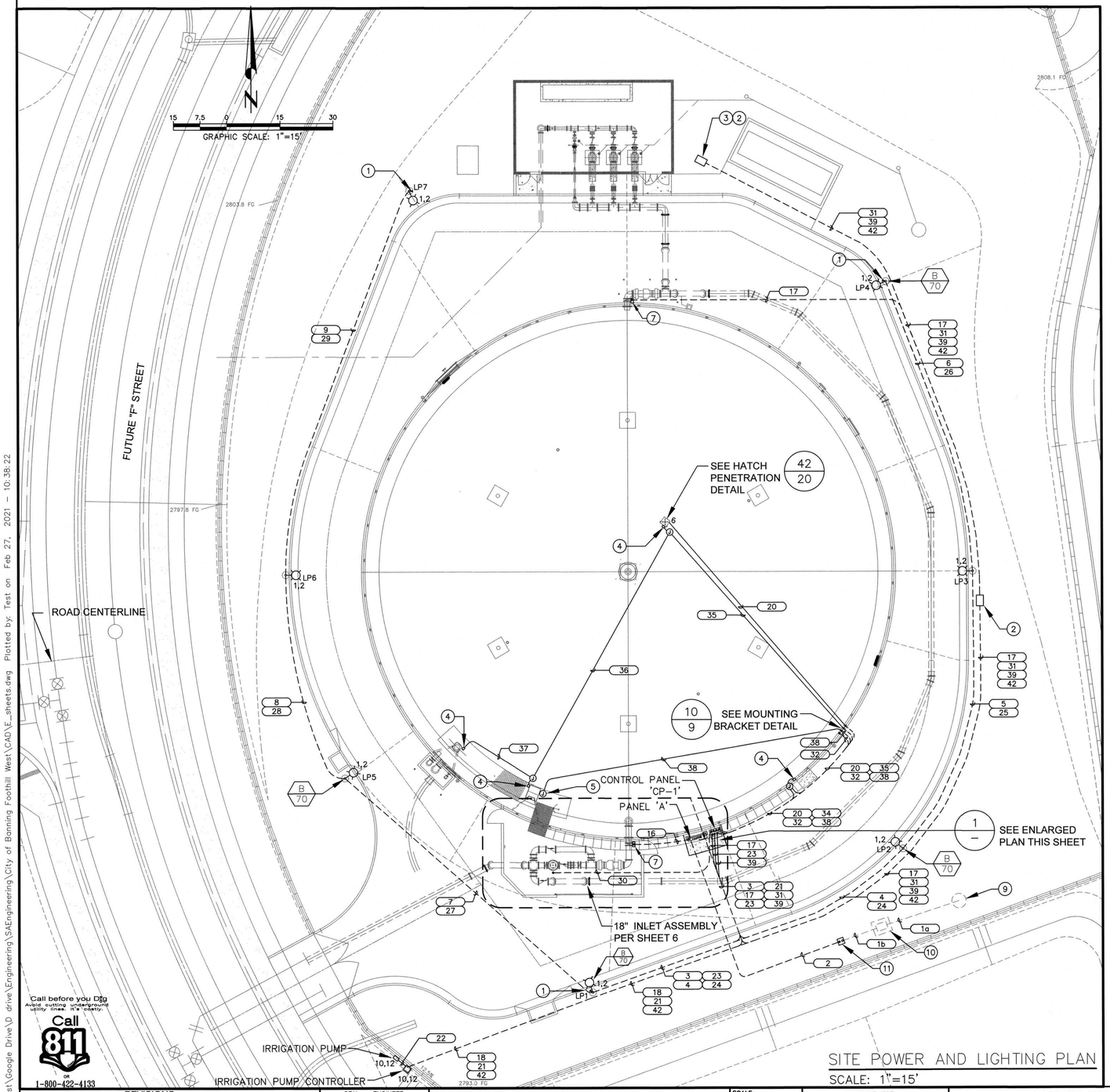


SITE POWER AND LIGHTING PLAN

SCALE: 1"=15'

NOTES:

1. SEE SHEET 18 FOR CONDUIT AND CONDUCTOR SCHEDULE.
2. PROVIDE TITLE 24 COMPLIANT OUTDOOR LIGHTING CONTROLS.

CONSTRUCTION NOTES

(1) PROVIDE POLE MOUNTED SECURITY CAMERA, MODEL PV-3633-9 AS MANUFACTURED BY IV&C. SEE SHEET 14 DETAIL 24.

(2) PROVIDE 2 FT X 3 FT TRAFFIC RATED PULL BOX, FLUSH WITH FINISHED GRADE, PER CITY STANDARD DRAWING SD600-44. SEE SHEET 21.

(3) STUB-UP, CAP, AND LABEL IN PULL BOX THE FOLLOWING CONDUITS (WITH CONDUCTORS OR PULL CORD AS INDICATED IN CONDUIT AND CONDUCTOR SCHEDULE ON SHEET 18)
-CONDUIT 31 FROM PANEL "A" FOR FUTURE CONNECTION TO BOOSTER STATION ELECTRICAL DISTRIBUTION. FUTURE ELECTRICAL DISTRIBUTION IN BOOSTER STATION WILL SERVE AS THE PRIMARY SOURCE OF POWER FOR THE SITE. CONDUIT 31 WILL SERVE TO BACK FEED PANEL "A."
-CONDUIT 42 FROM IRRIGATION PUMP CONTROLLER FOR FUTURE CONNECTION TO IRRIGATION PUMP ON NORTH SIDE OF RESERVOIR.
-CONDUIT 39 FROM CONTROL PANEL "CP-1" FOR CONNECTION TO FUTURE BOOSTER STATION SCADA PANEL.

(4) SECURITY SWITCH.

(5) TEMPERATURE SENSORS. SEE SHEET 13 DETAIL 19.

(6) LEVEL TRANSDUCER. SEE SHEET 10 DETAIL 12.

(7) SEISMIC SWITCH. SEE SHEET 6 CONSTRUCTION NOTE 5.

(8) CHLORINE ANALYZER. SEE SHEET 6 CONSTRUCTION NOTE 53.

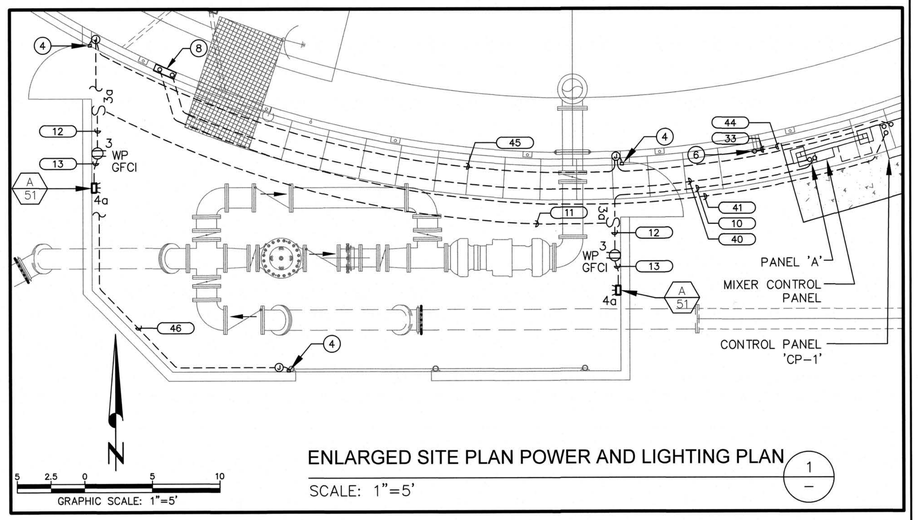
(9) POWER POLE PER DRY UTILITY CONSULTANT PLANS

(10) PULL BOX PER DRY UTILITY CONSULTANT PLANS

(11) 100A METER PEDESTAL. SEE SHEET 18 AND SHEET 21.

FIXTURE SCHEDULE

SYMBOL	TYPE	LAMPS		VOLTS	MOUNTING	DESCRIPTION		
	WATTS	NO	TYPE			MANUFACTURER	CATALOG NO.	DESCRIPTION
▭	A 51	2	LED	120	SURFACE, WALL	HUBBELL	SG2-50-4K-PCU-SCP	WALL MOUNTED AS HIGH ON BLOCK WALL AS PRACTICAL. PROVIDE PHOTOCONTROL AND MOTION SENSOR.
☼	B 70	7	LED	120	POLE	HUBBELL	LIGHT FIXTURE: MHS-Y-30L-U-4K-W-BZ-PC POLE: RTS-14-50-1-TA-DB-Q18-Q45	LIGHT POLES LP1 THRU LP4. SEE POLE BASE DETAIL ON SHEET 14. PROVIDE PHOTOCONTROL AND MOTION SENSOR FOR T24 OUTDOOR LIGHTING MANDATORY CONTROLS.



ENLARGED SITE PLAN POWER AND LIGHTING PLAN 1/—

SCALE: 1"=5'

REVISIONS			
MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — No. RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-24-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	02/26/2021
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 3/24/21 DATE

APPROVED BY:

ARTURO VELA, RCE #75696 — EXP. 6/30/22 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

SITE POWER AND LIGHTING PLAN

W.O. NO.

SHEET 19 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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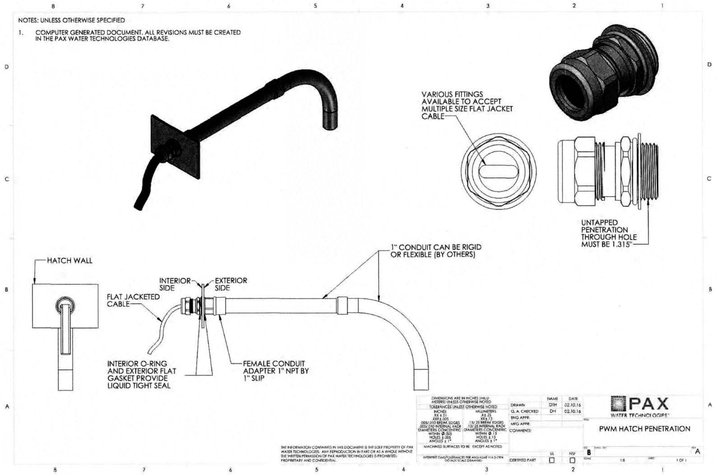

MIXER CONDUIT PENETRATION 42
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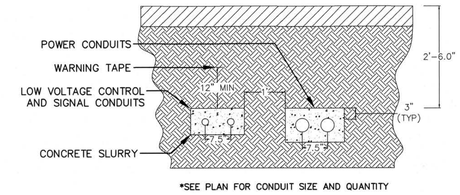

DUCT BANK CROSS SECTION 39
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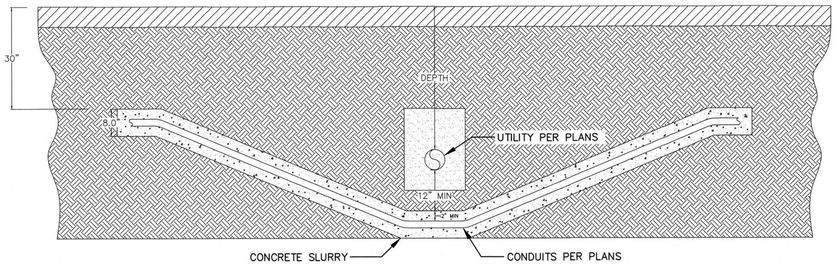
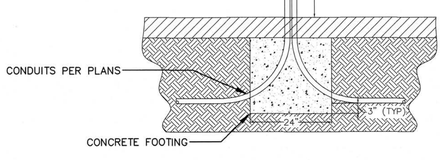
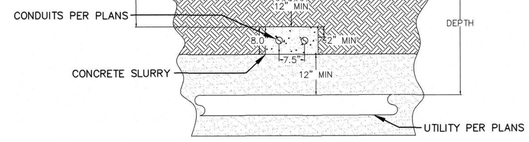


CONDUITS CROSSING UNDER UTILITY 36
NO SCALE

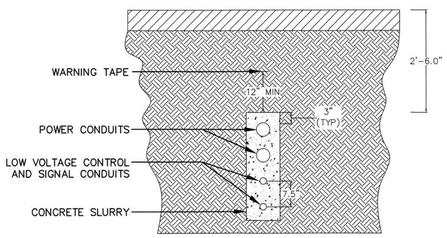
PVC COATED RIGID CONDUIT RISER 41
NO SCALE



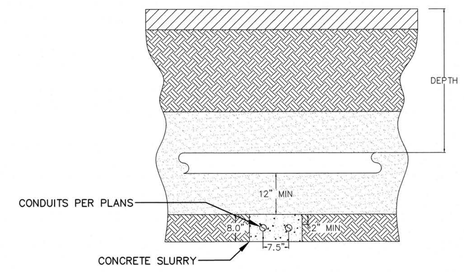
PVC COATED RIGID CONDUIT RISER AT DEVICE BOX 38
NO SCALE



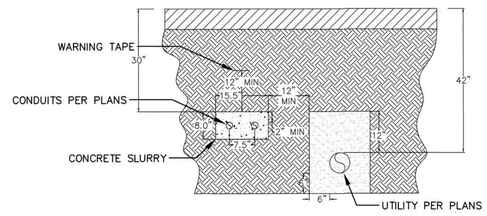
CONDUITS CROSSING OVER UTILITY 35
NO SCALE



CONDUITS IN VERTICAL ALIGNMENT 40
NO SCALE



CONDUITS CROSSING UNDER UTILITY 37
NO SCALE



CONDUITS PARALLEL TO UTILITY 34
NO SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER: STEVEN R. ELDRED, PROFESSIONAL ENGINEER, RCE 31259, CIVIL, STATE OF CALIFORNIA, 3-2-21

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:
DATE: 02/26/2021
DRAWN BY: MC
DESIGNED BY: PH
CHECKED BY: SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/24/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ELECTRICAL DETAILS

W.O. NO.
SHEET 20 OF 24
MAP FILE NO.

Proj. Data: C:\Users\Test\Google Drive\D drive\Engineering\SAEngineering\City of Banning Foothill West\CAD\
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FOOTHILL WEST ZONE 3.76 MG RESERVOIR

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CITY OF BANNING

Electric Utility

December 15, 2020

Barrett Bruchhauser
MDS Consulting
17320 Redhill Ave., Ste. 350
Irvine, CA 92614

Subject: Fault Current Information

Dear Mr. Bruchhauser,

In response to your request for the available fault current from Banning Electric Utility at the delivery point to the single-phase electric meter at the Foothill West Reservoir. The system symmetrical fault current, line-to-line, was calculated to be 4,478 amps. The system symmetrical fault current, line-to-neutral, was calculated to be 5,243 amps.

These calculations are based on the proposed installation of about 190ft of 350 AL secondary cable three (3) per phase and a 25 KVA 12470/7200 to 240/120 volt transformer.

These maximum fault values are only valid for the transformer stated above and may change at any time due in the event that any of these facilities are replaced due to a change in load at this site or if any other facilities need to be served by this transformer.

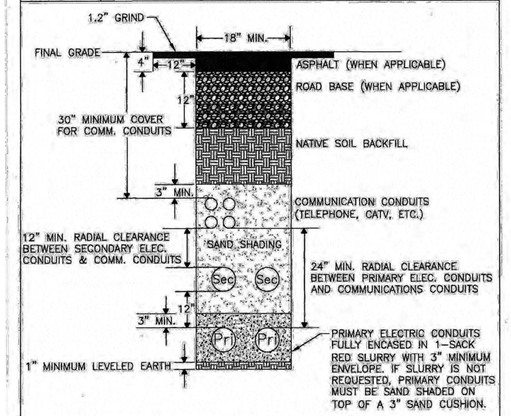
Please feel free to contact me anytime at (951)922-3263.

Thank You,

Brandon Robinson
Banning Electric Utility

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsive, fair treatment to all and is the pride of its citizens.

CITY OF BANNING ELECTRIC UTILITY	THIS STANDARD SHOWS THE REQUIREMENTS FOR A TYPICAL JOINT TRENCH INSTALLATION.



NOTES:
1. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING THE EXACT LOCATION OF THE TRENCH WITH CONSIDERATION OF EXISTING UTILITIES AND SUBSTRUCTURES. C.O.B. ELECTRIC INSPECTOR MUST BE NOTIFIED AHEAD OF TIME IF ANY TRENCH DEVIATIONS ARE REQUIRED DUE TO EXISTING SITE CONDITIONS.
2. ALL TRENCH CONSTRUCTION MUST ADHERE TO C.O.B. ELECTRIC UTILITY PLANS AND SPECIFICATIONS.
3. PAVING SPECIFICATIONS ARE FOR ROADWAY APPLICATIONS ONLY. CONTRACTOR MUST CONFIRM ROADWAY RESTORATION REQUIREMENTS WITH C.O.B. PUBLIC WORKS DEPARTMENT BEFORE TRENCHING. ASPHALT SECTION SHOULD MATCH THE EXISTING SECTION +1". ROAD BASE SECTION SHOULD MATCH EXISTING. ROAD BASE AND NATIVE SOIL BACKFILL SHALL BE COMPACTED TO 95% AND 90% RELATIVE COMPACTION, RESPECTIVELY.
4. WHEN ENCASEMENT IS REQUIRED, CONTRACTOR MUST USE PREFORMED CONDUIT SPACERS THAT ALLOW 1" VERTICAL AND 1.5" HORIZONTAL SEPARATION BETWEEN CONDUITS.
5. IN SOLE TRENCH APPLICATIONS, DEPTH BELOW FINAL GRADE MUST BE 24" FOR SECONDARY AND 36" FOR PRIMARY ELECTRIC CONDUITS. 12" RADIAL CLEARANCE MUST BE MAINTAINED BETWEEN ELECTRIC PRIMARY AND SECONDARY CONDUITS.

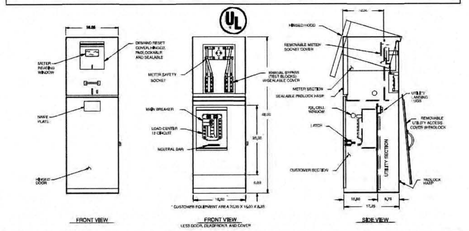
REVISED: 02/04/2014	APPROVED:	STANDARD DRAWINGS	
TYPICAL JOINT TRENCH		**SD**	600-01

Proud History. Prosperous Tomorrow

MYERS Power Products, Inc.

MEUG16
(formerly MEUGL)
Caltrans Type III-BF

Designed to supply metered power to remote locations.
Typical applications include parking lot lighting, pump stations, and street lighting.



STANDARD FEATURES

- Standard voltage 120/240V 1ø 3W.
- Meter Socket: 4 jaw, 100 amps ~~or 200 amps.~~
- Meter socket with test blocks.
- ~~12 circuit copper bussed interior.~~ PROVIDE SUBFEED LUGS
- Main Breaker, 100 amp ~~or 200 amp~~, 10k AIC.
- Utility Landing Lugs: 200 amps, 250 kcmil.
- Utility test section.
- Vandal-resistant hinged door and dead front.
- Light green powder coat finish in accordance with ASTM B-117. Custom colors available.

OPTIONAL FEATURES

- Maximum voltage 480Y/277V 3ø 4W (may effect optional equipment).
- 12 circuit interior may be increased to 30 circuit.
- Higher AIC available upon request.
- P.E. cell, test switch, lighting relay may be added to standard.
- Some equipment modifications available. Consult your factory representative.
- Meter Sockets: 5 jaw or 7 jaw, 100 amps or 200 amps.
- Uni-body construction available in steel, stainless steel, and aluminum.
- Pad Mounting Base available for concrete foundation. Order separately - MEUG16-BASE.
- Anchor Bolts. Order separately - 714548 (quantity 4).

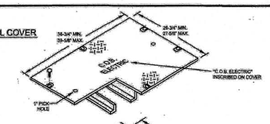
SPECIFICATIONS

- 12-gauge corrosion-resistant zinc-coated steel construction. Hood and covers 14-gauge.
- Rainproof Type 3R enclosure.
- Complies with Caltrans specification ES-2E.
- Meets EUSERC 308 requirements.
- All factory wiring is 600 volt rated copper.
- Acceptable circuit breakers are GE, ITE, Crouse-Hinds/ Murray, Cutler-Hammer.
- Suitable for use without main when no more than six service disconnects are installed and used in accordance with article 384 of the NEC.
- Listed by Underwriters Laboratories, Inc.

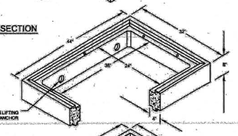
10/19/04

CITY OF BANNING ELECTRIC UTILITY	THIS STANDARD SHOWS THE REQUIREMENTS FOR A 24"x36" CONCRETE HANDHOLE.

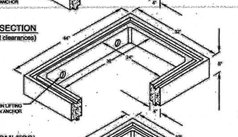
LIGHT TRAFFIC STEEL COVER



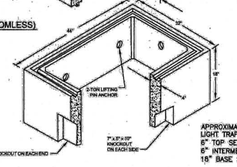
6" TOP SECTION



6" INTERMEDIATE EXTENSION SECTION
(to be included only to meet required conduit clearances)



18" BASE SECTION (BOTTOMLESS)



APPROXIMATE WEIGHTS:
LIGHT TRAFFIC STEEL COVER – 149 LBS.
6" TOP SECTION – 285 LBS.
6" INTERMEDIATE SECTION – 267 LBS.
18" BASE SECTION – 865 LBS.

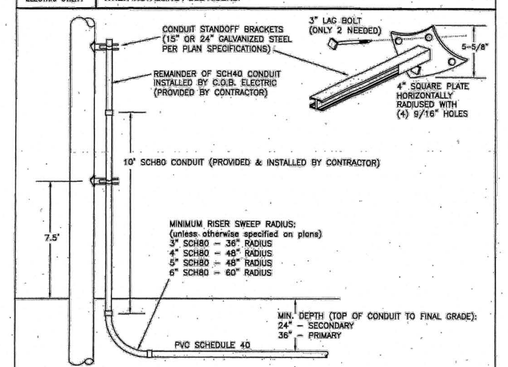
NOTES:
1. LOCATE VAULT AS DIRECTED BY C.O.B. ELECTRIC UTILITY.
2. STEEL COVER IS RATED FOR PARKING LOT TRAFFIC. USE CAST IRON COVER FOR HEAVY TRAFFIC AREAS.
3. INSTALL GROUNDING PER C.O.B. STANDARD DRAWING #600-20.
4. INSTALL A MINIMUM 8" OF 3/4" CRUSHED ROCK UNDER VAULT.

REF: 3313.1

REVISED: 03/08/2011	APPROVED:	STANDARD DRAWINGS	
CONCRETE HANDHOLE, 24"x36"		**SD**	600-44

Proud History. Prosperous Tomorrow

CITY OF BANNING ELECTRIC UTILITY	THIS STANDARD SHOWS THE REQUIREMENTS FOR CONDUIT STANDOFF BRACKETS NEEDED WHEN INSTALLING POLE RISERS.



NOTES:
1. CONTRACTOR TO CONTACT C.O.B. ELECTRIC INSPECTOR TO DETERMINE THE APPROVED QUADRANT FOR CONDUIT RISER INSTALLATION.
2. C.O.B. ELECTRIC UTILITY TO PROVIDE CONDUIT RISER BRACKETS (AT COST TO CONTRACTOR).
3. CONTRACTOR TO PROVIDE & INSTALL (1) 10' SCH80 CONDUIT AT EACH POLE RISER SCH80 SWEEP.
4. CONTRACTOR TO PROVIDE ADEQUATE AMOUNT OF SCH40 10' CONDUIT SEGMENTS FOR C.O.B. ELECTRIC UTILITY TO EXTEND POLE RISER(S) TO THE APPROPRIATE OVERHEAD ELECTRIC LEVELS.
5. WOOD SPACERS MAY BE USED DURING BACKFILL PROCESS TO ENSURE CONDUITS ARE 5" AWAY AND DIRECTLY ALIGNED WITH POLE. C.O.B. ELECTRIC INSPECTOR CAN PROVIDE A TEMPORARY STANDOFF BRACKET NEAR THE POLE BASE TO ASSIST CONTRACTOR WITH CORRECT INSTALLATION.

REF: W-1010-15HDGAF

REVISED: 10/06/2011	APPROVED:	STANDARD DRAWINGS	
CONDUIT STANDOFF BRACKETS FOR POLE RISER INSTALLATIONS		**SD**	600-03

Proud History. Prosperous Tomorrow

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — LUIS A. CARDENAS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-24-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5060

SA ENGINEERING

SCALE:	
DATE:	02/26/2021
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:

ARTURO VELA, RCE #75696 — EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ELECTRICAL DETAILS

W.O. NO.

SHEET 21 OF 24

MAP FILE NO.

Proj. Data: C:\Users\Test\Google Drive\D drive\Engineering\SAEngineering\City of Banning-Foothill West\CAD
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Last Edit: 02.27.2021 10:37:04 AM By: Test

File: E_sheets.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 02.27.2021 10:38:25 AM By: Test

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
This document is used to demonstrate compliance with requirements in §110.9, §130.0, §130.2, §140.7, and §141.0(b)2L for outdoor lighting scopes using the prescriptive path.	
Project Name: FOOTHILL WEST RESERVOIR	Report Page: Page 1 of 6
Project Address: 2680 HIGHLAND HOME RD, BANNING, CA. 92220	Date Prepared: 12-7-2020

A. GENERAL INFORMATION

01	Project Location (city)	BANNING	04	Total Illuminated Hardscape Area (ft²)	18,110
02	Climate Zone	15			
03	Outdoor Lighting Zone per Title 24, Part 1 §10-114 or as designated by Authority Having Jurisdiction (AHJ):				

☐ LZ-0: Very Low - Undeveloped Parkland ☑ LZ-2: Moderate - Rural Areas ☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval
☐ LZ-1: Low - Developed Parkland ☐ LZ-3: Moderately High - Urban Areas

B. PROJECT SCOPE

Table Instructions: Include any outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)2L for alterations.

My project consists of:

01	02	
☑ New Lighting System	Must Comply with Allowances from §140.7.	
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)?	◯ Yes ◯ No
03	04	05
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method

[1] FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Calculation of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)2L										Compliance Results		
01		02		03		04		05	OR 06	= 07		08	09
General Hardscape Allowance §140.7(d)1	+	Per Application §140.7(d)2	+	Sales Frontage §140.7(d)2	+	Ornamental §140.7(d)2	+	Per Specific Area §140.7(d)2	OR Existing Power §141.0(b)2L	= Total Allowed (Watts)	≥	Total Actual (Watts)	07 Must be ≥ 08
(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)	(See Table N)			(See Table F)	
840.536	+		+		+		+		OR	= 840.536	≥	592	COMPLIES
Cutoff Compliance (See Table G for Details)												DOES NOT COMPLY	
Controls Compliance (See Table H for Details)												COMPLIES	

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: FOOTHILL WEST RESERVOIR	Report Page: Page 4 of 6
Project Address: 2680 HIGHLAND HOME RD, BANNING, CA. 92220	Date Prepared: 12-7-2020

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector	
				Pass	Fail
ROADWAY	Photocontrol	Yes	Yes	☐	☐
INLET ASSEMBLY AREA	Photocontrol	Yes	Yes	☐	☐

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX: Not permitted by health & safety to be turned off; EXCEPTION 1 to §130.2(c).*

L. LIGHTING POWER ALLOWANCE (per §140.7)

Table Instructions: Please complete this table for areas using the allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7-A while "Use it or lost it" Allowances are per Table 140.7-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.

	01				
	"Use it or lose it" Allowances (select all that apply)				
	☑ General Hardscape Allowance	☐ Per Application	☐ Sales Frontage	☐ Ornamental	☐ Per Specific Area
	Table I (below)	Table J	Table K	Table L	Table M

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (LZ 2 & 3)

02	03	04	05	06	07	08	09	10
Area Description	Surface Type	Area Wattage Allowance (AWA)			Linear Wattage Allowance (LWA)			Total General AWA + LWA (Watts)
		Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	
ROADWAY	Asphalt	17,432	0.023	400.936	745	0.17	126.65	527.586
INLET ASSEMBLY AREA	Concrete	678	0.025	16.95	115	0.4	46	62.95
						Initial Wattage Allowance for Entire Site (Watts):		250
						Total General Hardscape Allowance (Watts):		840.536

J. LIGHTING ALLOWANCE: PER APPLICATION

This Section Does Not Apply

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: FOOTHILL WEST RESERVOIR	Report Page: Page 2 of 6
Project Address: 2680 HIGHLAND HOME RD, BANNING, CA. 92220	Date Prepared: 12-7-2020

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

No exceptional conditions apply to this project.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: For new or altered lighting systems demonstrating compliance with §140.7 (ie Table I has expanded for input), include all luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application in the Table below. For altered lighting systems using the Existing Power method per §141.0(b)2L (ie Table N has expanded for input), include only new luminaires being installed and replacement luminaires being installed as part of the project scope (ie, do not include existing luminaires remaining or existing luminaires being moved).

Designed Wattage:

01	02		03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1,2]	How Wattage is determined	Total number luminaires[2]	Luminaire Status[3]	Excluded per §140.7(a)	Design Watts	Cutoff Req. ≥ 6,200 initial lumen output §130.2(b)[4]	Field Inspector	
										Pass	Fail
A	WALL PACK	☐ Linear	51	Mfr. Spec[1]	2	New	☐	102	Yes	☐	☐
B	POLE MTD LIGHT	☐ Linear	70	Mfr. Spec[1]	7	New	☐	490	Yes	☐	☐
						Total Designed Watts:		592			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.2(b).

[1] FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c)
[2] For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 05 instead of number of luminaires.
[3] Select "New" for new luminaires in a new outdoor lighting project or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope
[4] Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output ≥ 6,200 unless exempted by §130.2(b).

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: FOOTHILL WEST RESERVOIR	Report Page: Page 5 of 6
Project Address: 2680 HIGHLAND HOME RD, BANNING, CA. 92220	Date Prepared: 12-7-2020

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This Section Does Not Apply

L. LIGHTING ALLOWANCE: ORNAMENTAL

This Section Does Not Apply

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This Section Does Not Apply

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This Section Does Not Apply

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
◉	◯	NRCI-LTO-01-E - Must be submitted for all buildings.	☐	☐
◉	◯	NRCI-LTO-02-E - Must be submitted for a lighting control system; or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

YES	NO	Form/Title	Field Inspector	
			Pass	Fail
◉	◯	NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls area added to ≤ 20 luminaires.	☐	☐

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: FOOTHILL WEST RESERVOIR	Report Page: Page 3 of 6
Project Address: 2680 HIGHLAND HOME RD, BANNING, CA. 92220	Date Prepared: 12-7-2020

G. CUTOFF REQUIREMENTS (BUG)

Table Instructions: Complete this table for fixtures of ≥ 6,200 initial luminaire lumens indicated on Table F as needing to comply with Cutoff Requirements. Maximum lumens can be found in Title 24, Part 11, Section 5.106.8.

01	02	03			04	05	06	07	08	09	10	11	12	
Name or Item Tag	Complete Luminaire Description	Backlight Rating[2]			Uplight Rating[2]					Glare Rating[2]			Field Inspector	
		Mounting Height from Property Line[1]	Max Allowable Backlight Rating[2]	Backlight Rating Per Design	Lighting Type	Max Allowable Backlight Rating[2]	Uplight Rating Per Design			Mounting Height from Property Line[1]	Max Allowable Glare Rating[2]	Glare Rating Per Design	Pass	Fail
A	WALL PACK	> 2 MH from property line	No Limit		Area Lighting	U0				> 2 MH from property line	G2		☐	☐
B	POLE MTD LIG	> 2 MH from property line	No Limit		Area Lighting	U0				> 2 MH from property line	G2		☐	☐

[1] FOOTNOTES: Mounting Height is labeled MH in this table
[2] Authority having jurisdiction may ask for luminaire cut sheets or other documentation to confirm luminaire type, uplight ratings and glare ratings used for compliance per §130.2(b).
[3] BUG ratings with a lower number than the 'Max Allowable' are compliant. Ex. If Max Allowable is Bug Rating is B4, then B0, B1, B2, B3 and B4 are all compliant.

H. OUTDOOR LIGHTING CONTROLS

Table Instructions: Complete this table demonstrating compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
*When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank. For each requirement in columns 02 through 04, do not leave the field blank, instead select NA or Exempt* from the dropdown list to indicate not applicable or an exemption.*

Mandatory Controls

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector	
				Pass	Fail

Table Continued

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) — CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE	NRCC-LTO-E
Project Name: FOOTHILL WEST RESERVOIR	Report Page: Page 6 of 6
Project Address: 2680 HIGHLAND HOME RD, BANNING, CA. 92220	Date Prepared: 12-7-2020

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete

Documentation Author Name:	CARLOS RAMIREZ	Documentation Author Signature:	Carlos Ramirez
Company:	STEVEN ANDREWS ENGINEERING	Signature Date:	12-7-2020
Address:	26501 RANCHO PARKWAY SOUTH, STE 204	CEA/ HERS Certification Identification (if applicable):	
City/State/Zip:	LAKE FOREST/CA/92630	Phone:	(949) 215-5050

RESPONSIBLE PERSON'S DECLARATION STATEMENT
I certify the following under penalty of perjury, under the laws of the State of California:
1. **The information provided on this Certificate of Compliance is true and correct.**
2. **I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)**
3. **The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.**
4. **The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.**
5. **I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.**

Responsible Designer Name:	STEVEN ANDREWS	Responsible Designer Signature:	
Company :	STEVEN ANDREWS ENGINEERING	Date Signed:	12-7-2020
Address:	26501 RANCHO PARKWAY SOUTH, STE 204	License:	31259
City/State/Zip:	LAKE FOREST/CA/92630	Phone:	(949) 215-5050

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER: REGISTERED PROFESSIONAL ENGINEER — CARLOS R. ANDREWS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 5-6-21

PLANS PREPARED BY: STEVEN ANDREWS ENGINEERING, 26501 RANCHO PARKWAY SOUTH, SUITE 204, LAKE FOREST, CA 92630, (949) 215-5050 — SAE ENGINEERING

SCALE:	
DATE:	02/26/2021
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 3/24/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 3/29/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

TITLE 24 LIGHTING COMPLIANCE FORMS

W.O. NO. _____
SHEET 22 OF 24
MAP FILE NO.

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Last Edit: 02.27.2021 10:37:04 AM By: Test
File: E_sheets.dwg
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Plot Date: 02.27.2021 10:38:31 AM By: Test

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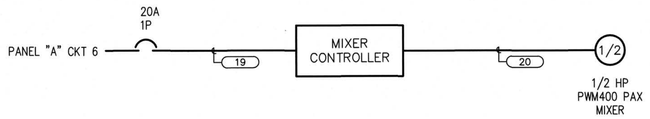
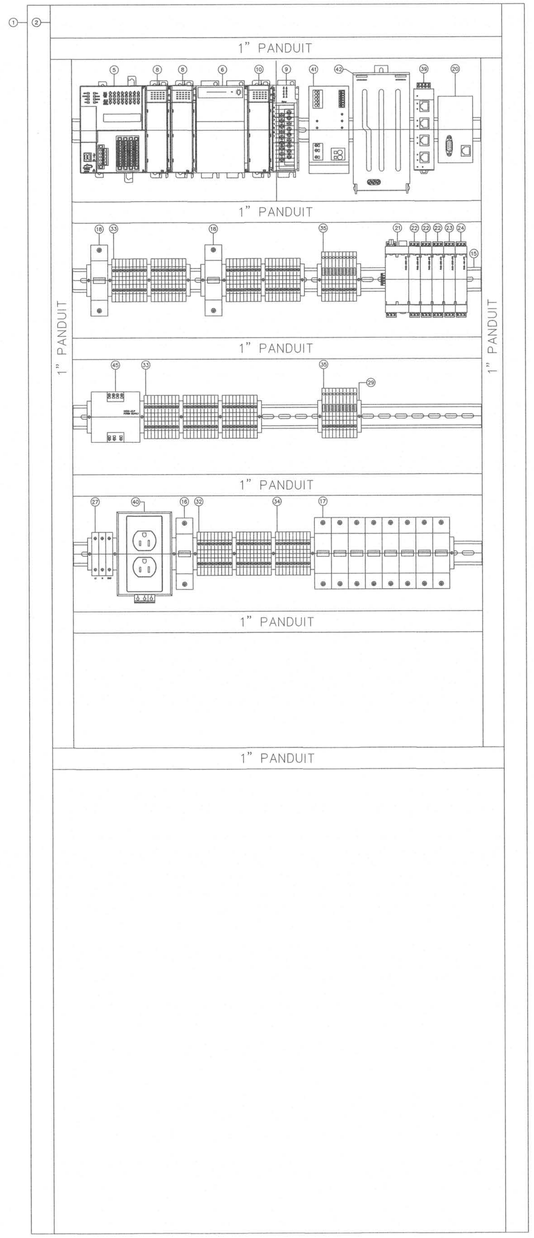
FOOTHILL WEST ZONE 3.76 MG RESERVOIR



MIXER SCHEMATIC DIAGRAM

BY ELECTRICAL CONTRACTOR ← → BY SYSTEMS INTEGRATED

1	ALTITUDE VALVE SOLENOID CONTROL
2	
3	ALTITUDE VALVE OPEN STATUS
4	
5	ALTITUDE VALVE CLOSED STATUS
6	
7	INLET VALVE OPEN COMMAND
8	
9	INLET VALVE CLOSE COMMAND
10	
11	INLET VALVE OPEN STATUS
12	
13	INLET VALVE CLOSED STATUS
14	
15	OUTLET VALVE OPEN COMMAND
16	
17	OUTLET VALVE CLOSED COMMAND
18	
19	OUTLET VALVE OPEN STATUS
20	
21	OUTLET VALVE CLOSED STATUS
22	
23	MIXER ON
24	
25	MIXER OFF
26	
27	TEMPERATURE SENSOR 1
28	
29	TEMPERATURE SENSOR 2
30	
31	TEMPERATURE SENSOR 3
32	
33	SECURITY SWITCH: GATE TO STAIRS
34	
35	SECURITY SWITCH: MIXER HATCH
36	
37	SECURITY SWITCH: LADDER HATCH
38	
39	SECURITY SWITCH: INSPECTION HATCH
40	
41	SECURITY SWITCH: EAST INLET ASSEMBLY MANDOOR
42	
43	SECURITY SWITCH: WEST INLET ASSEMBLY MANDOOR
44	
45	SECURITY SWITCH: INLET ASSEMBLY SLIDING GATE
46	
47	SECURITY SWITCH: PANEL 'A'
48	
49	SECURITY SWITCH: MIXER CONTROL PANEL
50	
51	SECURITY SWITCH: CONTROL PANEL 'CP-1'
52	



MATERIAL LIST				
ITEM #	QTY	DESCRIPTION	MANUFACTURER	MODEL #
1	1	"CP-1" NEMA 12 ENCLOSURE, SEE SINGLE LINE DIAGRAM	GE/EATON/SQ D	-
2	1	BACK PANEL, 33" x 70", 12 ga., painted steel	GE/EATON/SQ D	-
3				
4				
5	1	LOGIC PROCESSOR WITH 2 COMM PORTS	OPTO 22	
6	1	I/O BUS POWER SUPPLY	OPTO 22	
7	1	END CAP	OPTO 22	
8	2	24V 16 CHANNEL DISCRETE INPUT CARD	OPTO 22	
9	1	24V 8 CHANNEL DISCRETE OUTPUT CARD	OPTO 22	
10	1	4 CHANNEL ANALOG INPUT CARD	OPTO 22	
11				
12				
13	A/R	WIREWAY W/COVER, 1" x 3" LIGHT GRAY	PANDUIT	F1X3LG6
14	1	GROUND BAR	SQUARE D	PK9GTA
15	A/R	DIN RAIL	PHOENIX CONTACT	0804278
16	1	120VAC, 15 AMP CIRCUIT BREAKER, DIN RAIL MOUNT	ALLEN-BRADLEY	1489-M1C150
17	10	120VAC, 30AMP FUSE HOLDER, DIN RAIL MOUNT	ALLEN-BRADLEY	1492-FB1M30-L
18	2	24VDC, 4 AMP CIRCUIT BREAKER, DIN RAIL MOUNT	ALLEN-BRADLEY	1492-D1C040
19				
20	1	900MHZ RADIO WIRELESS TRANSCEIVER, ETHERNET	OPTO 22	
21	1	900MHZ RADIO, WIRELESS TRANSCEIVER, I/O MODULE EXPANSION	OPTO 22	
22	3	DIGITAL INPUT I/O EXTENSION MODULE, 8 INPUTS	OPTO 22	
23	1	DIGITAL OUTPUT I/O EXTENSION MODULE, 8 OUTPUTS	OPTO 22	
24	1	ANALOG INPUT I/O EXTENSION MODULE, 4 INPUTS	OPTO 22	
25				
26				
27	3	120V, 30A TERMINAL BLOCK, DIN RAIL MOUNTED	AUTOMATION DIRECT	DN-T10-A
28	8	BLACK BODY (HOT) FOR 120VAC FUSE HOLDER	SCHNEIDER ELECTRIC	NSYTRV42SF6LA
29	4	END STOP FOR TERMINAL RAILS	SCHNEIDER ELECTRIC	NSYTRAABV35
30				
31				
32	4	BLUE BODY (NEUTRAL) FOR 120VAC TERMINAL BLOCK	SCHNEIDER ELECTRIC	NSYTRV42BL
33	11	YELLOW BODY (DO) COMM-24VDC TERMINAL BLOCK	SCHNEIDER ELECTRIC	NSYTRV42YE
34	10	GREEN/YELLOW BODY (GND) TERMINAL BLOCK	SCHNEIDER ELECTRIC	NSYTRV42PE
35	20	GRAY BODY (HOT) FOR 24VDC FUSE HOLDER	SCHNEIDER ELECTRIC	NSYTRV42SF6LD
36	A/R	FUSES	LITTLEFUSE	
37	A/R	INTERPOSING RELAY (120VAC)	IDEC	RH2B-UL-AC120
38	A/R	RELAY BASE	IDEC	SH2B-05
39	1	ETHERNET DEVICE SWITCH	PHOENIX CONTACT	2891152
40	1	120VAC, 15 A DUAL UTILITY RECEPTACLE	PHOENIX CONTACT	5600461
41	1	24VDC 5AMP BATTERY CHARGER/POWER SUPPLY	PHOENIX CONTACT	2907160
42	1	RECHARGEABLE SEALED LEAD-ACID BATTERY, 12VDC, 3.4AH	PHOENIX CONTACT	2320306
43				
44				
45	1	120VAC TO 24VDC SWITCHED MODE POWER SUPPLY, 100W		

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

I/O CONTROL WIRING TERMINAL STRIP

CONTROL PANEL LAYOUT AND BILL OF MATERIAL

(SHOWN FOR REFERENCE ONLY. SCADA COMPONENTS IN CONTROL PANEL CP-1 SHALL BE FURNISHED AND INSTALLED BY SYSTEMS INTEGRATED)

REVISIONS

MARK		APPR	DATE

SEAL – ENGINEER

LICENSED PROFESSIONAL ENGINEER — LUIS A. CARDENAS — RCE 31259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	02/26/2021
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 3/24/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 3/09/21 DATE

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

ELECTRICAL SCHEMATIC DIAGRAMS AND CONTROL PANEL LAYOUT

W.O. NO.

SHEET 23 OF 24

MAP FILE NO.

FOOTHILL WEST ZONE 3.76 MG RESERVOIR

DWG Name: C:\Users\Test\Google Drive\D drive\Engineering\SAEngineering\City of Banning Foothill West\CAD\E_sheets.dwg Plotted by: Test on Feb 27, 2021 – 10:38:39

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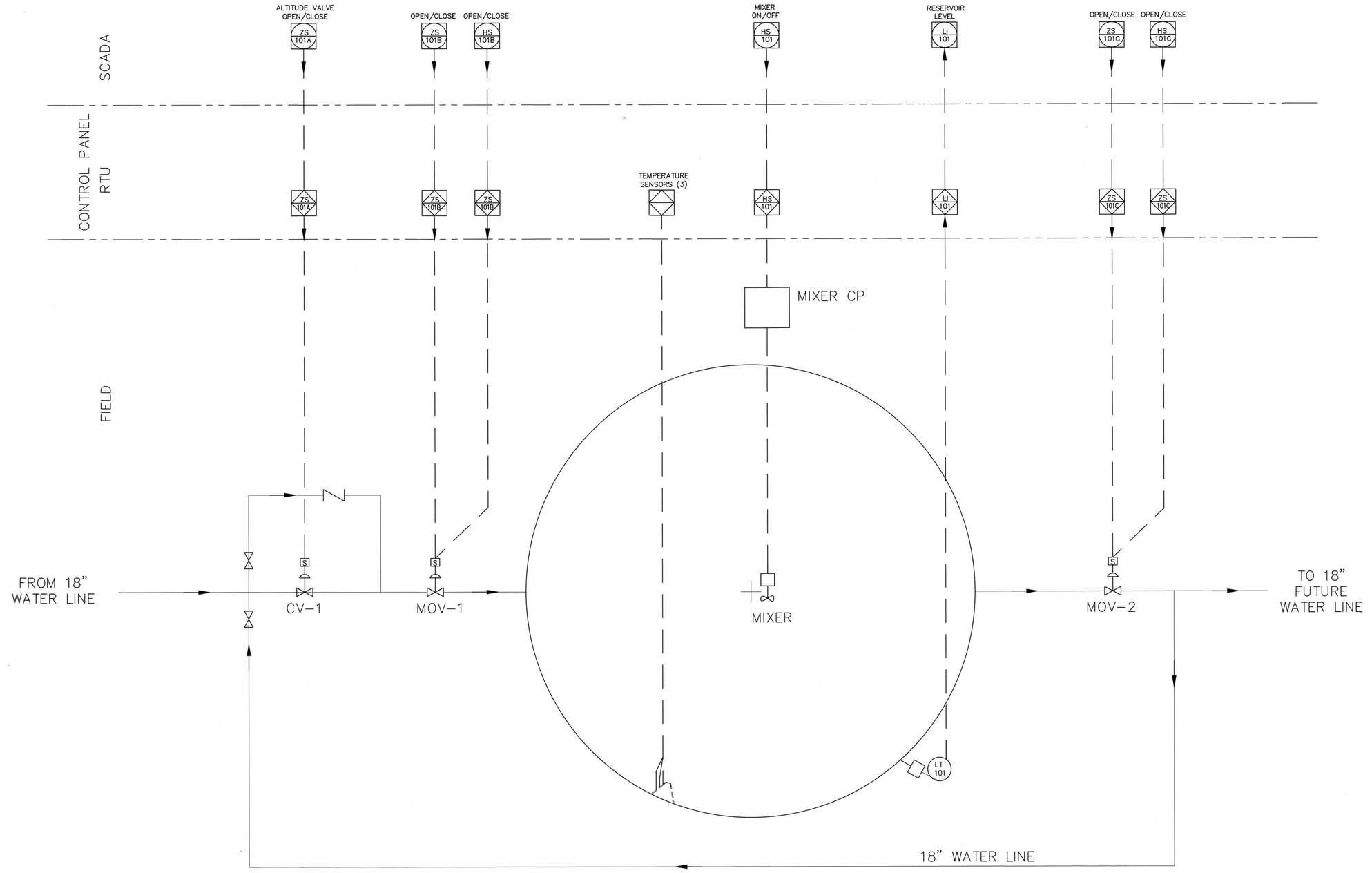

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN P. ANDREWS — RCE 59259 — CIVIL — STATE OF CALIFORNIA — 3-2-21

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

sa ENGINEERING

SCALE:	
DATE:	02/26/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

City of BANNING — WESTERN OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 3/24/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:

ARTURO VELA, RCE #75696 — EXP. 6/30/22 — 3/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
FOOTHILL WEST ZONE 3.76 MG RESERVOIR IMPROVEMENT PLANS

PIPING AND INSTRUMENTATION DIAGRAM (P&ID)

W.O. NO.

SHEET 24 OF 24

MAP FILE NO.

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Last Edit: 02.01.2021 05:14:51 PM By: Cramirez

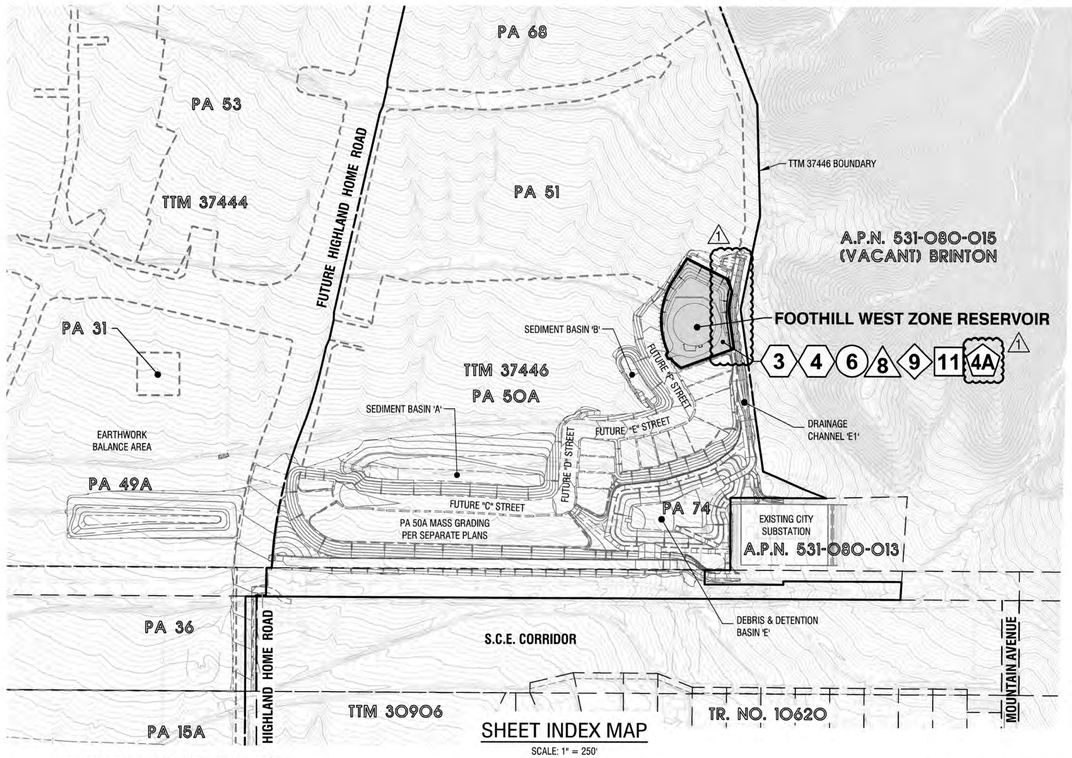
File: Sheet 24 P& ID.dwg
Plot Scale: 1:1 Dwg Scale: ----
Plot Date: 2/26/2021 9:32 AM By: cramirez

GENERAL GRADING NOTES:

1. ALL GRADING AND RELATED ACTIVITIES SHALL CONFORM TO THE GRADING, EROSION & SEDIMENT CONTROL ORDINANCE NO. 1388, AND IF APPLICABLE, TO THE STATE WATER RESOURCES CONTROL BOARD NPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES.
2. BUILDING PAD AND DRAINAGE SWALE SLOPES SHALL BE A MINIMUM OF 1%. DRAINAGE SWALES SHALL BE A MINIMUM OF 0.2' DEEP AND BE CONSTRUCTED A MINIMUM OF 2' AWAY FROM THE TOP OF GRADED SLOPES. FINISH GRADE SHALL SLOPE AWAY FROM ALL EXTERIOR WALLS AT NOT LESS THAN ¼" PER FOOT FOR A MINIMUM OF 3 FEET.
3. MAXIMUM CUT AND FILL SLOPES SHALL BE 2:1.
4. PROVIDE, AS APPLICABLE, CONCRETE BROW DITCHES DESIGNED TO CONVEY 100-YEAR STORM FLOWS, OR PROVIDE GRADED BERMS, ALONG THE TOP OF ALL GRADED SLOPES OVER 3' IN VERTICAL HEIGHT OR THAT ARE ADJACENT TO GRADED AREAS TO DIRECT SURFACE RUNOFF AWAY FROM THE TOP OF SLOPES.
5. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST WHO SHALL CERTIFY THAT ALL FILLS HAVE BEEN PROPERLY PLACED AND WHO SHALL SUBMIT A FINAL COMPACTION REPORT FOR ALL FILLS OVER 1' DEEP.
6. A REGISTERED CIVIL ENGINEER SHALL SUBMIT TO THE CITY OF BANNING'S PUBLIC WORKS DEPARTMENT A WRITTEN CERTIFICATION OF COMPLETION OF ROUGH GRADING IN ACCORDANCE WITH THE APPROVED GRADING PLAN PRIOR TO ISSUANCE OF THE BUILDING PERMIT. CERTIFICATION SHALL BE TO LINE, GRADE, ELEVATION, AND LOCATION OF CUT/FILL SLOPES.
7. FINAL COMPACTION REPORT WILL BE REQUIRED FOR ALL FILLS GREATER THAN ONE FOOT.
8. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH RECOMMENDATIONS OF THE PRELIMINARY SOILS INVESTIGATION BY GEOCON WEST, INC. DATED SEPTEMBER 15, 2020. TWO SETS OF THE FINAL COMPACTION REPORT SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT WHICH SHALL INCLUDE FOUNDATION DESIGN RECOMMENDATIONS AND CERTIFICATION THAT GRADING HAS BEEN DONE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE PRELIMINARY SOILS REPORT.
9. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS IN ADVANCE REQUESTING FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO BUILDING PERMIT CLEARANCE FOR EACH LOT. PUBLIC WORKS DEPARTMENT PHONE: (951) 922-3130.
10. CUT AND FILL SLOPES SHALL BE PROTECTED WITH A COMBINATION OF EROSION AND SEDIMENT CONTROLS TO PROTECT THE SLOPE FROM EROSION AND INSTABILITY DURING THE GRADING PHASE.
11. POST-GRADING ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, INSTALLING, WHERE APPLICABLE, GROUNDCOVER, TREES, SHRUBS, OR A COMBINATION THEREOF IN ACCORDANCE WITH CITY CODES PRIOR TO THE APPROVAL OF FINAL INSPECTION. SLOPES OVER 4' IN VERTICAL HEIGHT SHALL HAVE PERMANENT IRRIGATION SYSTEMS WITH BACKFLOW PREVENTION DEVICES PER THE U.P.C.
12. FILL MATERIAL SHALL NOT BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, AND OTHER DELETERIOUS MATERIAL. IF STEEP SLOPING TERRAIN OCCURS UPON WHICH FILL IS TO BE PLACED, THE TERRAIN MUST BE CLEARED, KEYED, AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST SHALL APPROVE PLACEMENT OF FILL.
13. TEMPORARY DRAINAGE SHALL BE PROVIDED UNTIL PERMANENT DRAINAGE STRUCTURES ARE INSTALLED. PROTECTIVE MEASURES SHALL BE IMPLEMENTED TO PROTECT ADJOINING AND DOWNSTREAM PROPERTIES FROM SILT DEPOSITION AND PONDING WATER DURING GRADING OPERATIONS.
14. DUST SHALL BE CONTROLLED BY METHODS APPROVED BY THE CITY ENGINEER.
15. STABILITY CALCULATIONS WITH A FACTOR-OF-SAFETY OF AT LEAST ONE AND FIVE-TENTHS (1.5) SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT BY A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT.
16. A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR SHALL SUBMIT CERTIFICATION OF BUILDING PAD ELEVATIONS. WHERE SPECIFIC ELEVATIONS ARE REQUIRED, THE ELEVATION (WITH RESPECT TO MEAN SEA LEVEL) SHALL BE GIVEN. IF AN ELEVATION WITH RESPECT TO ADJACENT GROUND SURFACE IS REQUIRED, THE ACTUAL DISTANCE ABOVE THE ADJACENT GROUND SHALL BE GIVEN.
17. EROSION AND SEDIMENT CONTROL: THE PERMITTEE SHALL ABIDE BY THE REQUIREMENTS OUTLINED IN THE CITY OF BANNING GRADING, EROSION & SEDIMENT CONTROL ORDINANCE NO. 1388 THROUGHOUT THE DURATION OF THE PROJECT, INCLUDING ADHERENCE TO THE STATE NPDES PERMIT FOR CONSTRUCTION ACTIVITIES, IF APPLICABLE.
18. EXISTING DRAINAGE COURSES SHALL CONTINUE TO FUNCTION DURING THE RAINY SEASON. NO OBSTRUCTION OF FLOODPLAINS OR NATURAL WATER COURSES SHALL BE PERMITTED.
19. ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
20. THE PERMITTEE MUST OBTAIN AN ENCROACHMENT PERMIT PRIOR TO ANY WORK WITH A PUBLIC RIGHT-OF-WAY.
21. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE APPLICANT AND HIS ENGINEER FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
22. THE ISSUANCE OF THIS PERMIT BY THE CITY OF BANNING DOES NOT IMPLY OR PROVIDE ANY CLEARANCES FROM STATE OR FEDERAL AGENCIES REGULATING THE PROVISIONS OF STATE OR FEDERAL ENDANGERED SPECIES ACTS OR WATER QUALITY REGULATIONS. THE CONTRACTOR/OWNER/DEVELOPER IS RESPONSIBLE FOR OBTAINING THE APPROPRIATE CLEARANCES FROM THESE AGENCIES PRIOR TO ANY SITE DISTURBANCES OR GRADING.
23. CONSTRUCTION CONTRACTOR TO ADHERE TO SOUTH COAST AQMD RULE 403 FOR IMPLEMENTATION OF FUGITIVE DUST CONTROL MEASURES IN COORDINATION WITH LATEST "RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK."
24. PRIOR TO CONSTRUCTION CONTRACTOR TO VERIFY EXISTENCE OF ON-SITE AGRICULTURAL WATER SYSTEM, INCLUDING PIPING, VALVES, RISERS, ETC. CONTRACTOR SHALL REMOVE EXISTING SYSTEM IF FOUND AND DISPOSE OF OFF-SITE.

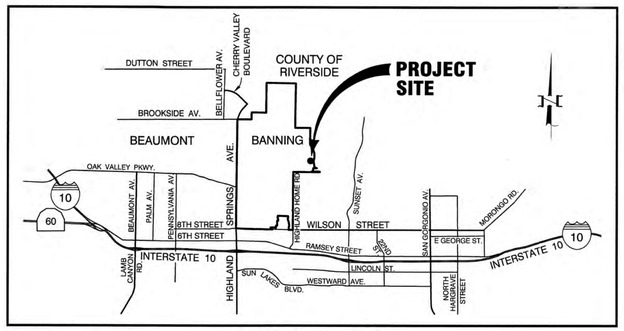
IN THE CITY OF BANNING, STATE OF CALIFORNIA

TENTATIVE TRACT NO. 37446
ATWELL
FOOTHILL WEST ZONE RESERVOIR
PAVING, GRADING & DRAINAGE PLAN



SHEET INDEX MAP

SCALE: 1" = 250'



VICINITY MAP

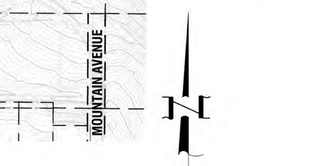
NOT TO SCALE

LEGEND

- TRACT BOUNDARY
- EXISTING PROPERTY LINE
- PROPOSED SPOT ELEVATION (2605.50 FG)
- EXISTING ELEVATION (2605.50)
- PROPOSED GRADE (1.00%)
- FLOWLINE
- EXISTING BARBED WIRE FENCE
- DAYLIGHT LINE
- PROPOSED LONGITUDINAL GUTTER
- PROPOSED BOLLARDS
- CHAIN LINK FENCE
- CUT/FILL DAYLIGHT LINE (F / C)
- PROPOSED RIPRAP
- 18" W — DOMESTIC WATER
- 18" NPW — NON POTABLE WATER
- 18" SD — STORM DRAIN
- ELEC — ELECTRIC
- [2605.50] FUTURE ELEVATION
- (1) CONSTRUCTION NOTE
- [1] NOTE
- 4 PAVING, GRADING & DRAINAGE PLAN
- 6 WATER IMPROVEMENT PLAN
- 8 STORM DRAIN IMPROVEMENT PLAN
- 9 EROSION & SEDIMENT CONTROL PLAN
- 11 HORIZONTAL CONTROL PLAN
- 1 / 4A WALL PLAN
- PROPOSED CONCRETE HARDSCAPE
- PROPOSED AC PAVEMENT
- PROPOSED CLASS II AGGREGATE ACCESS ROAD

ABBREVIATIONS

HP	HIGH POINT	MNZ	MOUNTAIN NORTH ZONE
MIN	MINIMUM	FWZ	FOOTHILL WEST ZONE
MAX	MAXIMUM	NPW	NON-POTABLE WATER
GB	GRADE BREAK	SD	STORM DRAIN
FL	FLOWLINE	ELEC.	ELECTRIC
FS	FINISH SURFACE	EP	EDGE OF PAVEMENT
FG	FINISH GRADE	TG	TOP OF GRATE
LP	LOW POINT	INV.	INVERT
W	WATER	TS	TOP OF SLAB
AD	AREA DRAIN	PL	PROPERTY LINE
AP	ANGLE POINT		



OWNER/APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN
24-HOUR CONTACT: JERRY DOLBEE (951) 534-6734

SITE ADDRESS

2680 HIGHLAND HOME ROAD

ASSESSORS PARCEL NUMBER

PORTION OF 531-080-014

LEGAL DESCRIPTION

PORTIONS OF LOTS 20, 24 AND 47 OF TRACT MAP NO. 35967, FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

SOIL'S ENGINEER CERTIFICATE

THE UNDERSIGNED SOIL'S ENGINEER CERTIFIES THAT HE HAS RECEIVED THIS GRADING PLAN AND FOUND IT TO BE IN SUBSTANTIAL COMPLIANCE WITH THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT BY GEOCON WEST, INC.
PROJECT NUMBER T2305-22-10D DATED SEPTEMBER 15, 2020.

GEOCON WEST INC.
41571 CORNING PLACE, SUITE 101
MURRIETA, CA 92562-7065
(951) 304-2392

LISA A. BATTIATO, C.E.G. 2316 — DATE 11/27/22
REGISTRATION EXPIRES: 6/30/22

PROFESSIONAL GEOLOGIST — LISA A. BATTIATO No. 2316 CERTIFIED ENGINEERING GEOLOGIST — STATE OF CALIFORNIA

GENERAL WATER & STREET NOTES:

SEE SHT. NO. 2.

FLOOD ZONE NOTE

THE SUBJECT PROPERTY IS DESIGNATED AS LYING WITHIN ZONE "X" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, PANEL NUMBER 808 OF 3805, MAP NUMBER 06065C0808G, DATED AUGUST 28, 2008.

ZONE "X" BEING DEFINED AS "AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

GRADING EARTHWORK QUANTITIES:

	CUT	FILL
MASS EXCAVATION	6,428 CY.	5,199 CY.
SHRINKAGE (15%)	(964) CY.	
SUBSIDENCE (0.1)	(142) CY.	
UNSUITABLE REMOVALS (8')	15,002 CY.	17,252 CY.
TANK OVEREXCAVATION (10')	6,610 CY.	7,602 CY.
TOTAL EARTHWORK	26,934 CY.	30,175 CY.
IMPORT: 3,241 CY. (IMPORT FROM ATWELL PHASE 3B BALANCE AREA)		

NOTE:
ABOVE QUANTITIES ARE ENGINEER'S ESTIMATE ONLY. CONTRACTOR TO VERIFY QUANTITIES FOR BID SUBMITTAL.

TOTAL DISTURBED AREA (LOT AREA):

TOTAL SITE DISTURBED AREA IN SQUARE FEET: 1.64 AC

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

UTILITIES:

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3281

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3281

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3130

TRASH
CITY OF BANNING
c/o WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3130

ELECTRIC
CITY OF BANNING
176 EAST LINCOLN STREET
BANNING, CA. 92220
(951) 922-3260

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 792-2187

TELEPHONE
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST STREET
POMONA, CA. 91766
(909) 397-0042

CABLE
SPECTRUM CABLE
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951) 329-9487

SOURCE OF TOPOGRAPHY

DON READ CORPORATION
501 MERCURY LANE
BREA, CA 92821
(714-529-9599
FLOWN DATE: APRIL 14, 2017

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.
ELEVATION= 2534.10

RECOMMENDED FOR ACCEPTANCE BY: — 2/5/22
JOHN M. BRUDIN, R.C.E. 41836
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

SHEET INDEX

SHEET	1	TITLE SHEET/ SHEET INDEX
SHEET	2	DETAILS, CONSTRUCTION NOTES & ESTIMATED QUANTITIES
SHEET	3	PAVING, GRADING & DRAINAGE PLAN
SHEET	4	PAVING, GRADING & DRAINAGE PLAN
SHEET	4A	WALL PLAN
SHEET	4B	WALL DETAILS
SHEET	4C	WALL DETAILS
SHEET	5	SECTIONS
SHEET	6	WATER IMPROVEMENT PLAN & PROFILE
SHEET	7	WATER IMPROVEMENT PROFILES
SHEET	8	STORM DRAIN IMPROVEMENT PLAN & PROFILE
SHEET	9	EROSION & SEDIMENT CONTROL PLAN
SHEET	10	EROSION & SEDIMENT CONTROL DETAILS
SHEET	11	HORIZONTAL CONTROL PLAN
SHEET	12	DETAILS

SEE CONSTRUCTION NOTES & QUANTITIES ON SHEET 2

WDID #: 7 33C383910

Call before you Dig — Avoid cutting underground utility lines. It's costly. Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	REVISED GRADING FOR ADDED DRAINAGE CHANNEL		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ — 17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — 11/26/2022 DATE
RCE# 052496 EXP. 12-31-22

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY: — 2/9/2022 DATE
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER

APPROVED BY: — 2/9/22 DATE
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

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769

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND OWNED AND OPERATED BY THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE DUCTILE IRON, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18.
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHERE REQUIRED.

NON-POTABLE WATER GENERAL NOTES:

1. THE INSTALLATION OF THE NON-POTABLE WATER SYSTEM SHALL BE ACCOMPLISHED UNDER THE APPROVAL, INSPECTION, AND TO THE SATISFACTION OF THE CITY OF BANNING (C.O.B.).
2. CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH C.O.B. AT (951) 922-3130 TWO (2) WORKING DAYS IN ADVANCE OF STARTING WORK. CONSTRUCTION SHALL BEGIN NO LATER THAN FIVE (5) DAYS AFTER THE PRE-CONSTRUCTION MEETING. C.O.B. SHALL BE NOTIFIED OF EACH WORKDAY THEREAFTER UNTIL COMPLETION OF THE PROJECT.
3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR PROVIDING ACCESS TO AND COOPERATION WITH THE CITY INSPECTOR TO PERFORM ALL INSPECTIONS AND TESTING.
4. CONNECTIONS TO THE EXISTING NON-POTABLE WATER FACILITIES SHALL BE DONE BY A LICENSED CONTRACTOR PER THE C.O.B. NON-POTABLE ONSITE DESIGN AND CONSTRUCTION STANDARDS.
5. THERE SHALL NEVER BE ANY DIRECT CONNECTIONS BETWEEN THE POTABLE AND NON-POTABLE WATER SYSTEMS.
6. NON-POTABLE WATER SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN LANDSCAPE IRRIGATION AND APPROVED USES SUCH AS INDUSTRIAL USE OR IMPOUNDMENTS.
7. HOSE BIBS ARE PROHIBITED ON NON-POTABLE WATER SYSTEMS.
8. WATER USED IN HOSE BIBS SHALL BE POTABLE WATER AND ALL HOSE BIBS SHALL BE AFFIXED TO THE BUILDING.
9. THE POTABLE WATER SYSTEM SHALL BE PROTECTED BY AN APPROVED BACKFLOW PREVENTION DEVICE. THE NON-POTABLE WATER SERVICE WILL NORMALLY NOT REQUIRE BACKFLOW PROTECTION (AT C.O.B. DISCRETION).
10. A MINIMUM OF TEN (10) FEET HORIZONTAL SEPARATION MUST BE MAINTAINED AT ALL TIMES BETWEEN THE CONSTANT PRESSURE POTABLE AND NON-POTABLE WATER LINES. A MINIMUM OF ONE (1) FOOT VERTICAL SEPARATION MUST BE MAINTAINED AT ALL TIMES BETWEEN THE POTABLE AND NON-POTABLE WATER LINES WITH THE NON-POTABLE WATERLINE BELOW THE POTABLE.
11. ALL CROSSINGS BETWEEN POTABLE AND NON-POTABLE WATER LINES SHALL BE AS NEAR PERPENDICULAR AS POSSIBLE AND PIPE JOINTS OF NON-POTABLE WATER LINES SHALL BE LOCATED A MINIMUM OF FIVE (5) FEET AWAY FROM EITHER SIDE OF THE POTABLE WATER LINE.
12. SERVICE LINES FOR THE ON-SITE POTABLE SYSTEM AND FILL LINES FOR WATER FEATURES CONNECTED TO THE POTABLE WATER SYSTEM SHALL BE CONSTRUCTED USING COPPER PIPE.
13. CONTINUOUS BLUE WARNING TAPE SHALL BE PLACED OVER THE PIPE IN ALL TRENCHES CARRYING POTABLE WATER. REFER TO T. CHRISTY'S OR APPROVED EQUAL.
14. CONTINUOUS PURPLE WARNING TAPE SHALL BE PLACED OVER THE PIPE IN ALL TRENCHES CARRYING NON-POTABLE WATER. REFER TO T. CHRISTY'S OR APPROVED EQUAL.
15. NON-POTABLE WATER PIPING SHALL BE PURPLE AND IDENTIFIED AS NON-POTABLE WATER BY CONTINUOUS MARKING ON BOTH SIDES. THE MARKINGS SHALL INCLUDE THE FOLLOWING: "WARNING NON-POTABLE WATER - DO NOT DRINK." NOMINAL PIPE SIZE, PRESSURE RATING, AND ASTM DESIGNATIONS.
16. NON-POTABLE WATER ISOLATION AND CONTROL VALVE BOXES SHALL BE WEATHERPROOF PURPLE PLASTIC AND MARKED "NON-POTABLE WATER." *NOTE - ALL CONTROL VALVES SHALL BE BURIED BELOW GRADE AUTOMATIC CONTROL VALVES OPERATED BY A PROGRAMMABLE CONTROLLER. ABOVE GROUND ANTI-SIPHON CONTROL VALVES ARE NOT ALLOWED.
17. ALL NON-POTABLE WATER IRRIGATION SYSTEM CONTROL VALVES, ISOLATION VALVES, QUICK COUPLERS, REGULATORS, AND APPURTENANCES SHALL BE TAGGED. IDENTIFICATION SHALL BE WEATHERPROOF PURPLE PLASTIC, 3-INCHES BY 4-INCHES AND IMPRINTED WITH "WARNING NON-POTABLE WATER - DO NO DRINK." REFER TO T. CHRISTYS'S OR APPROVED EQUAL.
18. ALL AREAS WHERE NON-POTABLE WATER IS USED SHALL BE POSTED WITH APPROVED SIGNAGE. EACH SIGN SHALL STATE "NON-POTABLE WATER - DO NOT DRINK." AND DISPLAY THE INTERNATIONAL "DO NOT DRINK" SYMBOL.
19. BEFORE ACTIVATION OF THE POTABLE WATER SERVICE THE BACKFLOW DEVICE SHALL BE TESTED AND APPROVED BY A LICENSED BACKFLOW TESTER. ARRANGEMENTS WITH C.O.B. MUST BE MADE AT LEAST TWO (2) WORKING DAYS IN ADVANCE TO TURN ON THE POTABLE SERVICE TO ALLOW TESTING OF THE DEVICE. POTABLE WATER SERVICE WILL NOT BE ACTIVATED UNTIL THE BACKFLOW DEVICE PASSES INSPECTION.
20. BEFORE ACTIVATION OF THE NON-POTABLE WATER SERVICE, A CROSS CONNECTION TEST AND FINAL INSPECTION AND APPROVAL OF THE IRRIGATION SYSTEM SHALL BE PERFORMED. THE PROPERTY OWNER OR CONTRACTOR SHALL ARRANGE WITH THE CITY FOR AN IRRIGATION COVERAGE TEST AND MAKE ANY MODIFICATIONS OR ADJUSTMENTS DEEMED REQUIRED BEFORE FINAL APPROVAL.
21. ALL SPRAY HEADS SHALL BE ADJUSTED TO ELIMINATE OVERSPRAY AND RUNOFF ONTO ADJACENT HARDSCAPES, DRINKING FOUNTAINS OR WATER FEATURES, AND OUTDOOR FURNITURE SUCH AS PICNIC TABLES, ETC.
22. NON-POTABLE IRRIGATION SYSTEMS SHALL ONLY BE OPERATED BETWEEN THE HOURS OF 9:00 PM AND 6:00 AM
23. FAILURE TO COMPLY WITH ANY OF THE CITY OF BANNING STANDARDS MAY RESULT IN TERMINATION OF NON-POTABLE WATER AND/OR POTABLE WATER SERVICE.

STREET GENERAL NOTES:

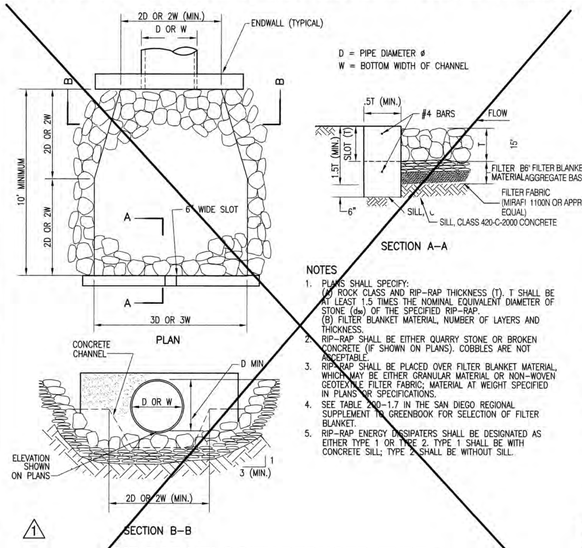
1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK": THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON- METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-422-4133 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCT/ON CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCT/ON SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCT/ON AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF AC PAVEMENT AND/ OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/ OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.

NOTES:

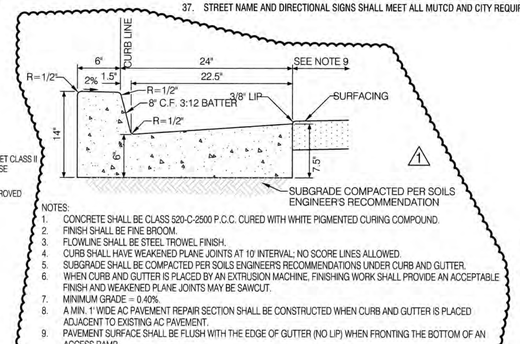
1. PROPOSED 3.76 MG FOOTHILL WEST ZONE RESERVOIR PER MECHANICAL ENGINEER'S PLAN.
2. PROPOSED MOUNTAIN NORTH ZONE BOOSTER STATION. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
3. PROPOSED ELECTRIC TRANSFORMER PER DRY UTILITY CONSULTANT'S PLAN.
4. FUTURE EMERGENCY GENERATOR WITH CONTAINMENT CURB. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
5. FUTURE 4" DRAIN LINE WITH MOUNTAIN NORTH BOOSTER STATION.
6. FUTURE DRAIN SUMP WITH MOUNTAIN NORTH BOOSTER STATION.
7. FUTURE CONCRETE SIDEWALK WITH MOUNTAIN NORTH BOOSTER STATION. ⚠1
8. PROPOSED 100' FUEL MODIFICATION ZONE.
9. FUTURE 8' HIGH PERIMETER MASONRY GARDEN WALL WITH DEVELOPMENT OF PLANNING AREA 50A & 51.
10. PROPOSED ABOVE GROUND RESERVOIR OUTLET PIPING TO BOOSTER STATION PER MECHANICAL ENGINEER'S PLANS.
11. PROPOSED RESERVOIR NAME PLATE PER MECHANICAL ENGINEER'S PLANS.
12. PROPOSED RESERVOIR FLUSH CLEANOUT WITH GATE VALVE PER MECHANICAL ENGINEER'S PLANS. ⚠1
13. PROPOSED RESERVOIR SAMPLE TAP PER MECHANICAL ENGINEER'S PLANS.
14. PROPOSED RESERVOIR LEVEL GAUGE PER MECHANICAL ENGINEER'S PLANS.
15. PROPOSED RESERVOIR ROOF HATCH PER MECHANICAL ENGINEER'S PLANS.
16. PROPOSED RESERVOIR SPARE OUTLET PER MECHANICAL ENGINEER'S PLANS.
17. PROPOSED RESERVOIR MANWAY PER MECHANICAL ENGINEER'S PLANS.
18. PROPOSED RESERVOIR ROOF HATCH WITH SAFETY CLIMB PER MECHANICAL ENGINEER'S PLANS.
19. PROPOSED RESERVOIR NON-SKID SURFACE ROOF PLATFORM PER MECHANICAL ENGINEER'S PLANS.
20. PROPOSED RESERVOIR SPIRAL STAIR CASE W/ ANTI-CLIMB AND 10' PLATFORM PER MECHANICAL ENGINEER'S PLAN.
21. PROPOSED ABOVE GROUND RESERVOIR INLET PIPING PER MECHANICAL ENGINEER'S PLANS.
22. PROPOSED RESERVOIR OVERFLOW PIPING PER MECHANICAL ENGINEER'S PLANS.
23. PROPOSED RESERVOIR DRAIN PIPING PER MECHANICAL ENGINEER'S PLANS.
24. FUTURE AUTOMATIC TUBULAR STEEL VEHICLE ACCESS GATES WITH DEVELOPMENT OF PLANNING AREA 50A. ⚠1
25. FUTURE 1' WIDE PUBLIC WALL EASEMENT WITH DEVELOPMENT OF PLANNING AREA 50A.
26. FUTURE AC PAVEMENT OVER BASE WITH MOUNTAIN NORTH BOOSTER STATION.
27. PROPOSED LEVEL TRANSDUCER PER MECHANICAL ENGINEER'S PLANS.
28. PROPOSED CATCH BASIN WITH GRATE AND AIR GAP FOR RESERVOIR DRAIN AND OVERFLOW PIPING PER MECHANICAL ENGINEER'S PLANS.
29. PROPOSED RESERVOIR VENT PER MECHANICAL ENGINEER'S PLANS.
30. PROPOSED RESERVOIR INTERIOR COLUMN PER MECHANICAL ENGINEER'S PLANS.
31. PROPOSED ENCLOSURE AREA WITH WALL AND CONCRETE HARDSCAPE PER MECHANICAL ENGIONEER'S PLANS.
32. PROPOSED UNDERGROUND ELECTRIC PER DRY UTILITY CONSULTANT'S PLANS.
33. FUTURE 0" CURB WITH MOUNTAIN NORTH BOOSTER STATION.
34. PROPOSED BOLLARDS PER MECHANICAL ENGINEER'S PLANS.
35. PROPOSED DRAINAGE CHANNEL PER SEPARATE FLOOD CONTROL PLAN. ⚠1
36. PROPOSED MASS GRADING PER SEPARATE PLAN.
37. PROPOSED RESERVOIR FOOTING PER MECHANICAL ENGINEER'S PLAN.
38. PROPOSED GRAVEL BAGS (2-HIGH) PER SEPARATE MASS GRADING PLAN.
39. CONSTRUCT 12" HIGH BERM PER DETAIL ON SHEET NO. 2
40. PROPOSED HYDROSEED PER SEPARATE MASS GRADING PLAN.
41. EXISTING BARBED WIRE FENCE, TO BE REMOVED PER MASS GRADING PLAN.
42. PROPOSED CONCRETE STAIRWAY PAD PER MECHANICAL ENGINEER'S PLAN. ⚠1
43. PROPOSED CLASS II AGGREGATE BASE ACCESS ROAD PER SEPARATE FLOOD CONTROL PLAN.

CONSTRUCTION NOTES & ESTIMATED QUANTITIES:

	PAVING & GRADING IMPROVEMENTS	**UNIT**	**QUANTITY**
1	CONSTRUCT 6" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE	S.F.	⚠1 14,164
2	INSTALL 2" X 4" REDWOOD HEADER	L.F.	505
3	CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 & DETAIL THIS SHT.	L.F.	145
4	CONSTRUCT CHAIN LINK FENCE (INTERIM) PER DETAIL SHT. NO. 12.	L.F.	⚠1 694
5	CONSTRUCT CHAINLINK GATES (INTERIM) (W=21') PER DETAIL SHT. NO. 12.	EA.	1
~~6~~	~~INSTALL RIP RAP PER DETAIL THIS SHT.~~	~~S.F.~~	~~295~~
7	ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20	EA.	5
8	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5	EA.	1
9	INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER MIRAFI MSCAPE OR APPROVED EQUAL PER DETAIL THIS SHT.	S.F.	⚠1 16,896
10	INSTALL 11" CLASS II AGGREGATE BASE ACCESS ROAD PER DETAIL THIS SHT.	S.F.	203
11	CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8") PER CITY STD. DWG. NO. C-201 (NO CLASS II AGGEGATE BASE) SEE DETAIL THIS SHEET.	L.F.	78
12	CONSTRUCT CURB TERMINUS PER DETAIL ON THIS SHEET.	EA.	2
	WALL IMPROVEMENTS		
20	CONSTRUCT GARDEN WALL PER STRUCTURAL ENGINEER'S DETAILS ON SHEET 4B & 4C.	L.F.	40
21	CONSTRUCT GARDEN WALL WITH SOLID GROUT ALL CELLS PER STRUCTURAL ENGINEER'S DETAILS ON SHEET 4B & 4C.	L.F.	255
	AREA DRAIN IMPROVEMENTS		
30	INSTALL 12" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.	L.F.	⚠1 330
31	INSTALL 10" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.	L.F.	234
32	INSTALL 6" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.	L.F.	14
33	INSTAL 15" ADS NYLOPLAST DRAIN BASIN AND 15" DOME GRATE INLET	EA.	⚠1 7
34	INSTALL 8" ADS NYLOPLAST DRAIN BASIN AND 8" DOME GRATE INLET	EA.	1
35	INSTALL 15" ADS NYLOPLAST DRAIN BASIN AND 15" SOLID DUCTILE IRON COVER (CLEANOUT)	EA.	⚠1 1
	STORM DRAIN IMPROVEMENTS		
41	INSTALL 18" RCP STORM DRAIN (D-LOAD PER PROFILE) PER CALTRANS STD. DWG. NO. A62D. (METHOD 3, SAND) & DETAIL ON SHT. NO. 8.	L.F.	97
42	CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. DWG. NO. MH251	EA.	1
43	CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD. DWG. NO. M803.	EA.	1
	WATER IMPROVEMENTS		
60	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31	L.F.	37
61	INSTALL 8" D.I.P. (CLASS 350) WITH PURPLE V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31	L.F.	79
62	INSTALL 18" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31	L.F.	422
63	INSTALL 8" - 22.5° D.I.P. ELBOW	EA.	3
64	INSTALL 8" - 45° D.I.P. ELBOW	EA.	2
65	INSTALL 18" - 11.25° D.I.P. ELBOW	EA.	1
66	INSTALL 18" - 22.5° D.I.P. ELBOW	EA.	12
67	INSTALL 18" - 45° D.I.P. ELBOW	EA.	3
68	INSTALL 18" BLIND FLANGE	EA.	5
69	INSTALL 8" BLIND FLANGE	EA.	1
70	INSTALL 18" X 8" X 18" D.I.P. TEE	EA.	1
71	INSTALL 8" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11 AND OMIT REDUCED PRESSURE BACKFLOW ASSEMBLY UNIT AND INSTALL BLIND FLANGES ON PIPE RISERS.	EA.	1
72	INSTALL PIPE BOLLARDS PER DETAIL SHT. NO. 6	EA.	5
73	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA.	1
74	INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA.	2
75	INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19	EA.	1
76	INSTALL 18" x 4" D.I.P. REDUCER	EA.	1
	EROSION & SEDIMENT CONTROL IMPROVEMENTS		
80	APPLY HYDROSEED IMMEDIATELY AFTER ROUGH GRADING IS COMPLETED. SEE HYDROSEED NOTES ON SHT. 10	S.F.	⚠1 18,038
81	INSTALL FIBER ROLL PER DETAIL SHT. NO. 10	L.F.	562
~~82~~	~~INSTALL GRAVELBAGS, 2" HIGH PER DETAIL SHT. NO. 10~~	~~L.F.~~	~~22~~
83	INSTALL GRAVELBAG VELOCITY REDUCER PER DETAIL SHT. NO. 10	L.F.	⚠1 135
84	INSTALL GRAVELBAG DRAIN INLET PROTECTION PER DETAIL SHT. NO. 10	EA.	9



6 RIP RAP VELOCITY REDUCER (TYPE 2)
SAN DIEGO REGIONAL STD. D-40 (TYPE 2)
10" (50 LBS) ROCK RIP RAP (THICKNESS= 15")
OVER 6" THICK FILTER BLANKET
NTS


CURB LINE
6"
2%
1.5"
24"
22.5"
SEE NOTE 9
R=1/2"
8" C.F. 3:12 BATTER
3/8" LIP
SURFACING
14"
6"
7.5"
SUBGRADE COMPACTED PER SOILS ENGINEER'S RECOMMENDATION
NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. A MIN. 1' WIDE AC PAVEMENT REPAIR SECTION SHALL BE CONSTRUCTED WHEN CURB AND GUTTER IS PLACED ADJACENT TO EXISTING

MATCHLINE -- SEE SHEET 4

FUTURE "F" STREET

FOOTHILL WEST ZONE RESERVOIR
RESERVOIR DIA.=149.00'
RESERVOIR FOOTING DIA.=151.00'
TOP OF KNUCKLE=2828.00
HGL ELEV.=2822.00
BASE FOOTING ELEV.= 2793.00
PAD ELEV.= 2792.00
3.76 MG

LOT AREA 1.58 AC

6" ROOF PORTS (TYP.)

TTM 37446 PA 50A

FUTURE STREET R/W

FUTURE CURB & GUTTER

FUTURE OPEN SPACE LOT

FUTURE STREET ℄

CROSSING 2786.16 BOT 8" NPW 2784.97 TOP 10" AD

CROSSING 2786.20 BOT ELEC. 2782.83 TOP 10" AD

CROSSING 2784.48 BOT 18" W 2782.58 TOP 10" AD

ELECTRIC TO FUTURE BACKBONE SYSTEM

CL II AGGREGATE ACCESS ROAD PER SEPARATE MASS GRADING PLAN

STORM DRAIN PER MASS GRADING PLAN

SEE SHEET NO. 7 AND 8 FOR UTILITY CROSSINGS

PROPOSED ANTENNA FOR SCADA SYSTEM PER MECHANICAL ENGINEER'S PLAN

CONCRETE SLAB FOR ELECTRICAL SERVICE PEDESTAL PER MECHANICAL ENGINEER'S PLAN

RESERVOIR FOOTING (TYP.)

PROPOSED INTERIM OVERHEAD ELECTRIC POLE WITH GUY WIRE PER SEPARATE PLAN

PROPOSED INTERIM OVERHEAD ELECTRIC

PROPOSED INTERIM OVERHEAD ELECTRIC POLE PER SEPARATE PLAN

PROPOSED INTERIM ELECTRIC PULLBOX PER SEPARATE PLAN

PROPOSED INTERIM ELECTRIC SERVICE PEDESTAL PER SEPARATE PLAN

TRACT BOUNDARY (TTM 37446)

DAYLIGHT FILL

DAYLIGHT CUT

CABLE FENCE PER SEPARATE FLOOD CONTROL PLAN

TTM 37446 PA 74

SEE WALL PLAN SHT. NO. 4A

5:1 SLOPE

2:1 SLOPE

EXISTING INTERIM OVERHEAD ELECTRIC

SEE DETAIL 'A' SHT. NO. 12

TTM 37446 PA 50A

(IN FEET)
1 inch = 10 ft.

GRADING & PAVING IMPROVEMENTS:

1. CONSTRUCT 6" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE
2. INSTALL 2"X4" READWOOD HEADER.
4. CONSTRUCT CHAIN LINK FENCE (INTERIM) PER DETAIL SHT. NO. 12.
5. CONSTRUCT CHAINLINK GATES (INTERIM) (W=21') PER DETAIL SHT. NO. 12.
7. ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20.
8. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
9. INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER MIRAFI MSCAPE OR APPROVED EQUAL PER DETAIL SHT. NO. 2.
10. INSTALL 11" CLASS II AGGREGATE BASE ACCESS ROAD PER DETAIL SHT. NO. 2.
11. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2. (NO CLASS II AGGREGATE BASE)
12. CONSTRUCT CURB TERMINUS PER DETAIL SHT. NO. 2.

OVEREXCAVATION NOTE:
SITE OVEREXCAVATION PER SOILS ENGINEER'S RECOMMENDATIONS.

SLOPE LANDSCAPE NOTE:
ON-SITE 2:1 SLOPES SHALL BE HYDROSEEDED IN INTERIM CONDITION AND PERMANENT LANDSCAPE INSTALLED IN ULTIMATE CONDITION WITH DEVELOPMENT OF PA 50A AND 51.

AREA DRAIN IMPROVEMENTS:

30. INSTALL 12" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.
31. INSTALL 10" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.
32. INSTALL 6" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.
33. INSTALL 15" ADS NYLOPLAST DRAIN BASIN AND 15" DOME GRATE INLET.
34. INSTALL 8" ADS NYLOPLAST DRAIN BASIN AND 8" DOME GRATE INLET.
35. INSTALL 15" ADS NYLOPLAST DRAIN BASIN AND 15" SOLID DUCTILE IRON COVER (CLEANOUT).

NOTES:

1. PROPOSED 3.76 MG FOOTHILL WEST ZONE RESERVOIR PER MECHANICAL ENGINEER'S PLAN.
8. PROPOSED 100' FUEL MODIFICATION ZONE.
12. PROPOSED RESERVOIR FLUSH CLEANOUT WITH GATE VALVE PER MECHANICAL ENGINEER'S PLANS.
13. PROPOSED RESERVOIR SAMPLE TAP PER MECHANICAL ENGINEER'S PLANS.
15. PROPOSED RESERVOIR ROOF HATCH PER MECHANICAL ENGINEER'S PLANS.
16. PROPOSED RESERVOIR SPARE OUTLET PER MECHANICAL ENGINEER'S PLANS.
18. PROPOSED RESERVOIR ROOF HATCH WITH SAFETY CLIMB PER MECHANICAL ENGINEER'S PLANS.
19. PROPOSED RESERVOIR NON-SKID SURFACE ROOF PLATFORM PER MECHANICAL ENGINEER'S PLANS.
20. PROPOSED RESERVOIR SPIRAL STAIR CASE W/ ANTI-CLIMB AND 10' PLATFORM PER MECHANICAL ENGINEER'S PLAN.
21. PROPOSED ABOVE GROUND RESERVOIR INLET PIPING PER MECHANICAL ENGINEER'S PLANS.
22. PROPOSED RESERVOIR OVERFLOW PIPING PER MECHANICAL ENGINEER'S PLANS.
23. PROPOSED RESERVOIR DRAIN PIPING PER MECHANICAL ENGINEER'S PLANS.
24. FUTURE AUTOMATIC TUBULAR STEEL VEHICLE ACCESS GATES WITH DEVELOPMENT OF PLANNING AREA 50A.
25. FUTURE 1' WIDE PUBLIC WALL EASEMENT WITH DEVELOPMENT OF PLANNING AREA 50A.
28. PROPOSED CATCH BASIN WITH GRATE AND AIR GAP FOR RESERVOIR DRAIN AND OVERFLOW PIPING PER MECHANICAL ENGINEER'S PLANS.
29. PROPOSED RESERVOIR VENT PER MECHANICAL ENGINEER'S PLANS.
30. PROPOSED RESERVOIR INTERIOR COLUMN PER MECHANICAL ENGINEER'S PLANS.
31. PROPOSED ENCLOSURE AREA WITH WALL AND CONCRETE HARDSCAPE PER MECHANICAL ENGINEER'S PLANS.
32. PROPOSED UNDERGROUND ELECTRIC PER DRY UTILITY CONSULTANT'S PLANS.
34. PROPOSED BOLLARDS PER MECHANICAL ENGINEER'S PLANS.
35. PROPOSED DRAINAGE CHANNEL PER SEPARATE FLOOD CONTROL PLAN.
36. PROPOSED MASS GRADING PER SEPARATE PLAN.
37. PROPOSED RESERVOIR FOOTING PER MECHANICAL ENGINEER'S PLAN.
39. CONSTRUCT 12" HIGH BERM PER DETAIL ON SHEET NO. 2
41. EXISTING BARBED WIRE FENCE, TO BE REMOVED PER MASS GRADING PLAN.
42. PROPOSED CONCRETE STAIRWAY PAD PER MECHANICAL ENGINEER'S PLAN.
43. PROPOSED CLASS II AGGREGATE BASE ACCESS ROAD PER SEPARATE FLOOD CONTROL PLAN.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REV. GRADING FOR ADD DRAINAGE CHANNEL.	APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE 12/21/2022

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
DATE 2/9/2022

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 2/9/22

PAVING, GRADING & DRAINAGE PLAN FOOTHILL WEST ZONE RESERVOIR ATWELL

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESERVOIR Created: 10.23.2020 11:04:14 AM Author: MDS Last Edit: 01.06.2022 09:32:10 AM By: Station178
MDS File: 89440-FWZ RESVR PG-BDR (cnb).dw Plot Scale: 1" = 1' Dwg Scale: --- Plot Date: 03.26.2020 7:02:47 AM By: station178

NOTES:

1. PROPOSED 3.76 MG FOOTHILL WEST ZONE RESERVOIR PER MECHANICAL ENGINEER'S PLAN.
2. PROPOSED MOUNTAIN NORTH ZONE BOOSTER STATION. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
3. PROPOSED ELECTRIC TRANSFORMER PER DRY UTILITY CONSULTANT'S PLAN.
4. FUTURE EMERGENCY GENERATOR WITH CONTAINMENT CURB. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
5. FUTURE 4" DRAIN LINE WITH MOUNTAIN NORTH BOOSTER STATION.
6. FUTURE DRAIN SUMP WITH MOUNTAIN NORTH BOOSTER STATION.
7. FUTURE CONCRETE SIDEWALK WITH MOUNTAIN NORTH BOOSTER STATION.
8. PROPOSED 100' FUEL MODIFICATION ZONE.
10. PROPOSED ABOVE GROUND RESERVOIR OUTLET PIPING TO BOOSTER STATION PER MECHANICAL ENGINEER'S PLANS.
11. PROPOSED RESERVOIR NAME PLATE PER MECHANICAL ENGINEER'S PLANS.
13. PROPOSED RESERVOIR SAMPLE TAP PER MECHANICAL ENGINEER'S PLANS.
14. PROPOSED RESERVOIR LEVEL GAUGE PER MECHANICAL ENGINEER'S PLANS.
17. PROPOSED RESERVOIR MANWAY PER MECHANICAL ENGINEER'S PLANS.
25. FUTURE 1' WIDE PUBLIC WALL EASEMENT WITH DEVELOPMENT OF PLANNING AREA 50A.
26. FUTURE AC PAVEMENT OVER BASE WITH MOUNTAIN NORTH BOOSTER STATION.
29. PROPOSED RESERVOIR VENT PER MECHANICAL ENGINEER'S PLANS.
30. PROPOSED RESERVOIR INTERIOR COLUMN PER MECHANICAL ENGINEER'S PLANS.
32. PROPOSED UNDERGROUND ELECTRIC PER DRY UTILITY CONSULTANT'S PLANS.
33. FUTURE 0" CURB WITH MOUNTAIN NORTH BOOSTER STATION.
34. PROPOSED BOLLARDS PER MECHANICAL ENGINEER'S PLANS.
35. PROPOSED DRAINAGE CHANNEL PER SEPARATE FLOOD CONTROL PLAN.
36. PROPOSED MASS GRADING PER SEPARATE PLAN.
37. PROPOSED RESERVOIR FOOTING PER MECHANICAL ENGINEER'S PLAN.
41. EXISTING BARBED WIRE FENCE, TO BE REMOVED PER MASS GRADING PLAN.
43. PROPOSED CLASS II AGGREGATE BASE ACCESS ROAD PER SEPARATE FLOOD CONTROL PLAN.

1

AREA DRAIN IMPROVEMENTS:

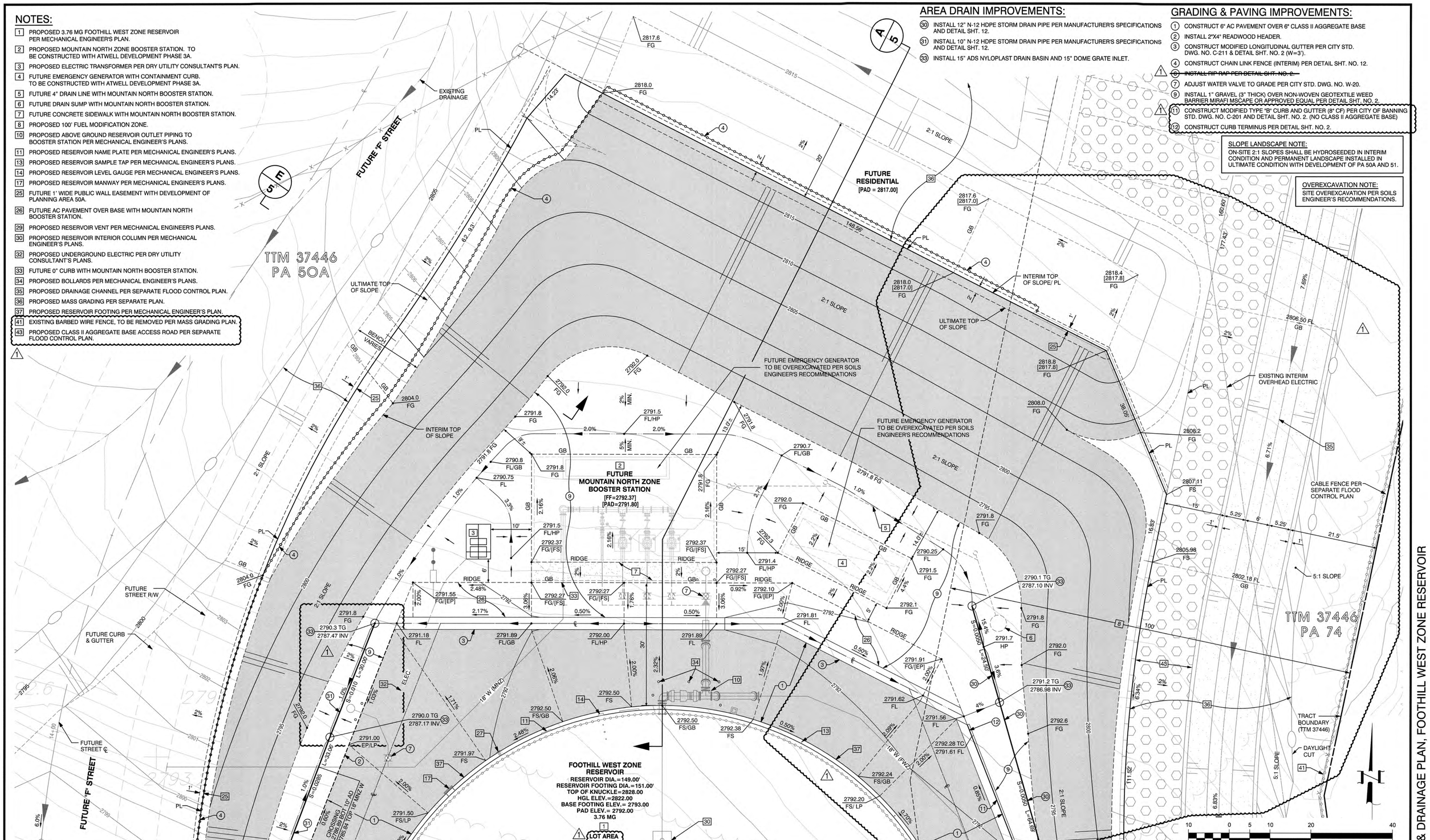
30. INSTALL 12" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.
31. INSTALL 10" N-12 HDPE STORM DRAIN PIPE PER MANUFACTURER'S SPECIFICATIONS AND DETAIL SHT. 12.
33. INSTALL 15" ADS NYLOPLAST DRAIN BASIN AND 15" DOME GRATE INLET.

GRADING & PAVING IMPROVEMENTS:

1. CONSTRUCT 6" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE
2. INSTALL 2"X4" READWOOD HEADER.
3. CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 & DETAIL SHT. NO. 2 (W=3').
4. CONSTRUCT CHAIN LINK FENCE (INTERIM) PER DETAIL SHT. NO. 12.
6. ~~INSTALL RIP RAP PER DETAIL SHT. NO. 2.~~
7. ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20.
9. INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER MIRAFI MSCAPE OR APPROVED EQUAL PER DETAIL SHT. NO. 2.
11. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2. (NO CLASS II AGGREGATE BASE)
12. CONSTRUCT CURB TERMINUS PER DETAIL SHT. NO. 2.

SLOPE LANDSCAPE NOTE:
ON-SITE 2:1 SLOPES SHALL BE HYDROSEEDED IN INTERIM CONDITION AND PERMANENT LANDSCAPE INSTALLED IN ULTIMATE CONDITION WITH DEVELOPMENT OF PA 50A AND 51.

OVEREXCAVATION NOTE:
SITE OVEREXCAVATION PER SOILS ENGINEER'S RECOMMENDATIONS.



(IN FEET)
1 inch = 10 ft.

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	REV. GRADING FOR ADD DRAINAGE CHANNEL.		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE 1/26/2022

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
DATE 2/9/2022

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 2/9/22

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 12

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESERVOIR
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Last Edit: 01.06.2022 09:32:10 AM By: Station178
MDS File: 89440-FWZ RESVR PG-BDR (cob).dwg
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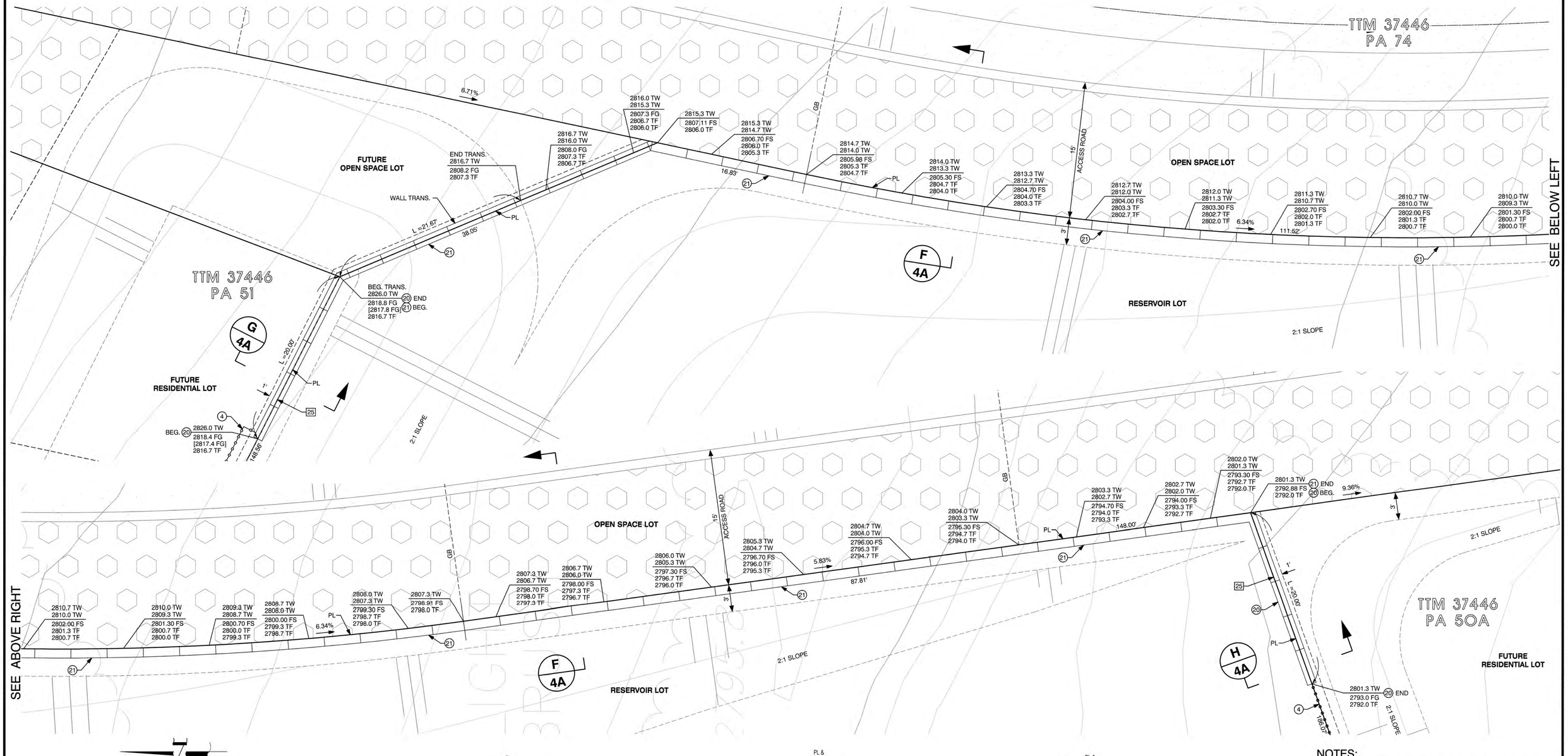
Plot Date: 03.26.2020 7:02:47 AM By: station178



0 5 10 20

(IN FEET)
1 inch = 5 ft.

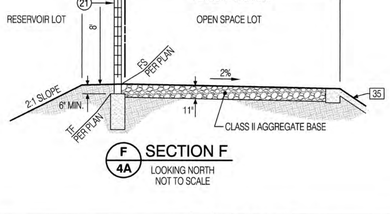
GRADING & PAVING IMPROVEMENTS:

(4) CONSTRUCT CHAIN LINK FENCE (INTERIM) PER DETAIL SHT. NO. 12.

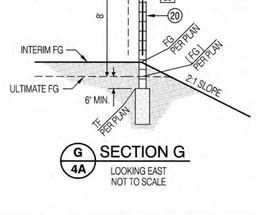
WALL IMPROVEMENTS:

(20) CONSTRUCT GARDEN WALL PER STRUCTURAL ENGINEER'S DETAILS ON SHEET 4B & 4C.

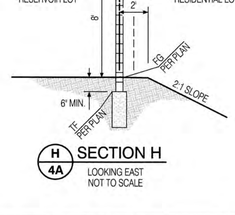
(21) CONSTRUCT GARDEN WALL WITH SOLID GROUT ALL CELLS PER STRUCTURAL ENGINEER'S DETAILS ON SHEET 4B & 4C.



F 4A SECTION F
LOOKING NORTH
NOT TO SCALE



G 4A SECTION G
LOOKING EAST
NOT TO SCALE



H 4A SECTION H
LOOKING EAST
NOT TO SCALE

NOTES:

25 FUTURE 1' WIDE PUBLIC WALL EASEMENT WITH DEVELOPMENT OF PLANNING AREA 50A.

35 PROPOSED DRAINAGE CHANNEL PER SEPARATE FLOOD CONTROL PLAN.

WALL NOTES:

1) GARDEN WALL EXPOSED WALL HEIGHT IS 8'-0" MINIMUM.
2) BLOCK WALL COLOR: OAK
3) SPLIT-FACE SINGLE SIDE BLOCK (PUBLIC FACING ONLY), 6" x 8" x 16" SPLIT FACE MASONRY WALL, (ANGELUS BLOCK CO.).
4) 8" x 4" x 16" 5V1s SOLID CAP (5-SCORE), 'AUBURN' COLOR. (ANGELUS BLOCK CO.).
5) MAINTAIN 6" MINIMUM COVER OVER WALL FOOTINGS.
6) SPECIAL INSPECTION IS REQUIRED BY SECTION 1704 FOR SOILS, CONCRETE, AND MASONRY FOR NON-RESIDENTIAL PROJECTS.
7) ALSO SEE SOILS ENGINEER'S RECOMMENDATIONS.

Call before you Dig
Avoid cutting underground utility lines, it's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	ADD SHT. 4A WALL PLAN.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE 11/26/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
DATE 2/9/2022

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 2/9/22

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
WALL PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 4A OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

MDS Proj. Data: I:\8944DENGINEERING\Plans\PGrade\FWZ RESERVOIR
Created: 10.23.2020 11:04:14 AM Author: MDS
Last Edit: 01.06.2022 09:32:10 AM By: Station178
MDS File: 8944D-FWZ RESVR PG-BDR (cob).d
Plot Scale: 1" = 1' Dwg Scale: 1
Plot Date: 03.26.2020 7:02:47 AM By: station178

DESIGN CRITERIA:
1. DESIGN CRITERIA PER 2019 CBC AND GEOTECHNICAL RECOMMENDATIONS
2. ALLOWABLE SOIL BEARING PRESSURE = 3000 PSF
3. ALLOWABLE SOIL PASSIVE PRESSURE = 155 PCF
4. COEFFICIENT OF FRICTION = 0.4
5. LEVEL ACTIVE PRESSURE = 40 PCF
6. SLOPED ACTIVE PRESSURE = 65 PCF
7. MASONRY COMPRESSIVE STRENGTH, f'm = 1500 PSI. SPECIAL INSPECTION NOT REQUIRED PER CBC SECTION 1704.2 EXCEPTION 2, 'U' OCCUPANCY.

LOADING:
1. SEISMIC, 5% DAMPING @ 1 SECOND ACCELERATION Cs=0.885Wt.
2. DESIGN WIND = EXP. C @ 130mph

GEOTECHNICAL NOTES:

1. GEOTECHNICAL INVESTIGATION: GEOCON WEST, INC., PROJECT No. T2305-22-18, MARCH 17, 2021.

2. FOUNDATION MATERIAL: APPROVED FILL PER GEOTECHNICAL INVESTIGATION.

3. MINIMUM FOUNDED DEPTH:
   BELOW ROUGH PAD GRADE 12"
   BELOW LOWEST ADJACENT FINISHED GRADE 12"

4. FOUNDING OF FOOTINGS & SLABS: ON APPROVED COMPACTED SOILS AS NOTED IN GEOTECHNICAL INVESTIGATION.

CONSTRUCTION NOTES:

1. REINFORCING STEEL SHALL BE DEFORMED AND CONFORM TO ASTM A615 GRADE 60. PROVIDE SPLICES (LAPS) OF 48 BAR DIAMETERS OR 24 INCHES, WHICHEVER IS GREATER. CENTER VERTICAL BARS IN CELLS, U/O. SEE DETAIL 1/-

2. JOINT REINFORCEMENT ("LADDER" TYPE) SHALL BE COLD-DRAWN STEEL WIRE CONFORMING TO ASTM A951. PROVIDE MINIMUM 6 INCH LAP SPLICES.

3. CONCRETE SHALL BE TYPE II WITH A MINIMUM COMPRESSIVE STRENGTH @ 28 DAYS, AS FOLLOWS: FOOTINGS = 2,500 psi
   WALL STEM = 3,600 psi

4. CONCRETE MUST BE CAST DIRECTLY AGAINST UNDISTURBED SOIL, U/O BY SOILS REPORT.

5. MASONRY UNITS SHALL CONFORM TO ASTM C90. ANGELUS BLOCK PRECISION, SPLIT FACE, BURNISHED, OR SHOTBLAST, WITH OR WITHOUT MORTARLESS HEAD JOINTS (TONGUE-AND-GROOVE), OR ANGELUS BLOCK SLUMPSTONE SHALL BE USED.

6. MORTAR SHALL BE SPEC MIX TYPE S PREBLENDED MASONRY MORTAR AS MANUFACTURED BY E-Z MIX INC., CONFORMING TO PROPORTIONS AND REQUIREMENTS OF ASTM C270, OR SPEC MIX IWR MASONRY MORTAR AS MANUFACTURED BY E-Z MIX INC., CONFORMING TO PROPERTY REQUIREMENTS OF ASTM C270. COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 2000psi.

7. GROUT SHALL CONFORM TO ASTM C476, WITH AN 8-11 INCH SLUMP, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 2000psi.

8. FIRST COURSE MAY BE WET-SET 1 1/2 INCHES MAX. WHILE CONCRETE IS PLASTIC.

9. CONCRETE BLOCK SHALL BE LAID IN RUNNING BOND PATTERN WITH VERTICAL CONTINUITY OF THE CELLS U.N.O.

10. VERTICAL CONTROL JOINTS SHALL BE SPACED AT A MAXIMUM OF 40'-0"o.c. OR 20'-0"o.c.

11. GROUT ALL CELLS WITH REINFORCEMENT U.I.O.

12. INSPECTIONS:
   A. AFTER FOOTING IS READY FOR CONCRETE AND ALL FOOTING REINFORCING IS TIED IN PLACE.
   B. AFTER VERTICAL REINFORCEMENT IS IN PLACE AND CELLS ARE READY FOR GROUT.

13. FOR TYPICAL REINFORCING AT WALL INTERSECTIONS SEE DETAIL 4/-

14. NOT USED

15. FOR TYPICAL DRAINAGE BLOCK-OUT SEE DETAIL 5/-

16. CLEAR (CLR.) OR CENTERLINE WHERE REFERENCED TO VERTICAL REINFORCING PER DETAIL 6/-

17. RETAINING WALL BACKFILL SHOULD CONSIST OF SANDY SOILS THAT MUST MEET AT LEAST ONE OF THE FOLLOWING CRITERIA:
   A. A SAND EQUIVALENT (SE) OF 30 OR GREATER PER CALIFORNIA TEST METHOD (CTM) 217, OR
   B. A MAXIMUM OF 35 PERCENT FINES (PASSING THE NO. 200 SIEVE) PER AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D 421/422 AND AN EXPANSION INDEX OF 20 OR LESS.
   RETAINING WALL BACKFILL SHOULD ALSO BE LIMITED TO FILL MATERIAL NOT EXCEEDING 3 INCHES IN GREATEST DIMENSION. SEE GEOTECHNICAL INVESTIGATION FOR ADDITIONAL RECOMMENDATIONS.

18. SEE SOILS REPORT FOR THE HORIZONTAL LIMITS OF SAND BACKFILL REQUIRED.

19. WALLS HAVE NOT BEEN DESIGNED FOR SURCHARGE RESULTING FROM VEHICULAR TRAFFIC OR ADJACENT FOOTINGS U.I.O.

20. EXCAVATION FOR WALL/ FOUNDATION SHALL NOT UNDERMINE ANY ADJACENT STRUCTURES. TEMPORARY SHORING AND STABILIZATION OF ADJACENT STRUCTURES SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED

CONCRETE AND REINFORCING NOTES (CODE CHAPTER 19):

1. CONTRACTOR TO PROVIDE CONCRETE MIX DESIGNS FROM AN APPROVED LABORATORY OR FROM THE CONCRETE SUPPLIER PREPARED UNDER THE SUPERVISION OF, SIGNED, AND SEALED BY A CALIFORNIA REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER.

2. REINFORCEMENT:
   A) DETAILING, FABRICATION AND PLACING: SHALL CONFORM TO ACI315 AND ACI318. CERTIFICATION AND TESTING OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF ASTM STANDARDS.

   B) MINIMUM CONCRETE COVER:
   CAST AGAINST & EXPOSED TO EARTH 3"
   EXPOSED TO EARTH OR WEATHER 2"
   NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
   SLABS, WALLS, JOISTS 3/4"
   BEAMS, COLUMNS (TIES, STIRRUPS, SPIRALS) 1-1/2"

   C) CHAIRS, SPACERS AND AND PLATES: AS REQUIRED TO MAINTAIN CONCRETE COVER.

   D) VERTICAL REINFORCEMENT: SHALL BE DOWELED TO SUPPORTING MEMBERS WITH THE SAME SIZE AND SPACING OF REINFORCEMENT AS SHOWN IN THE DRAWINGS AND GENERAL NOTES.

   E) SPACING: CLEAR DISTANCE BETWEEN PARALLEL REINFORCEMENT IN A LAYER SHALL NOT BE LESS THAN 1-1/2 TIMES THE NOMINAL DIAMETER OF THE REINFORCEMENT, OR 1-1/3 TIMES MAXIMUM SIZE AGGREGATE, NOR LESS THAN 1-1/2".

   F) TACK WELDING, WELDING, HEATING OR CUTTING OF BARS: NOT PERMITTED UON.

   G) SPLICES (STANDARD LAPS): AS SCHEDULED, 40 DIAMETERS OR 24 INCHES WHICHEVER IS GREATER UON ON DRAWINGS. STAGGER BOTTOM SPLICES AT LEAST 5'-0" FROM SPLICES IN OTHER BOTTOM REINFORCEMENT. STAGGER SPLICES FOR TOP REINFORCEMENT SIMILARLY.

3. PIPES, SLEEVES AND DUCTS: NOT TO BE PLACED IN WALLS, BEAMS, SLABS, FOOTINGS OR COLUMNS UNLESS SPECIFICALLY DETAILED.

4. ADMIXTURES: REVIEWED BY THE ENGINEER OF RECORD. CALCIUM CHLORIDE OR ADDED CHLORIDES ARE NOT PERMITTED. FLY ASH SHALL NOT BE PERMITTED IN CONCRETE MIXTURES.

5. CONSTRUCTION JOINTS: ACI 360R, 1/4-INCH AMPLITUDE MINIMUM OR KEYED JOINTS PER PLAN. LOCATION OF JOINTS TO BE REVIEWED BY THE ENGINEER OF RECORD PRIOR TO PLACEMENT OF REINFORCEMENT.

6. CONCRETE CURING: ACI 302.1R. CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR A MINIMUM OF FIVE DAYS AFTER ITS PLACEMENT. FOR CONCRETE OTHER THAN SLAB ON GRADE, APPROVED CURING COMPOUNDS MAY BE USED IN LIEU OF MOIST CURING, IF APPROVED BY THE OWNER AND ARCHITECT.

7. VIBRATION: ALL CONCRETE SHALL BE CONSOLIDATED WITH MECHANICAL VIBRATORS IN ACCORDANCE WITH GENERAL PROVISIONS OUTLINED IN ACI 309R.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS.
   PLATES AND BARS - ASTM A36, Fy=36 ksi, Fu=58 ksi.

2. FASTENERS FOR STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS.
   NUTS - ASTM A563.
   WASHERS - ASTM F436.
   THREADED RODS - ASTM F1554, GRADE 36.

GENERAL

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS BEFORE COMMENCING WORK AND REPORT ANY DISCREPANCIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE BUILDING DURING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING, BRACING AND GUYS DURING CONSTRUCTION. SAFETY AND BRACING REQUIREMENTS SHALL BE IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.

4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL OF THE GENERAL PROVISIONS OF IBC CHAPTER 33 FOR ALL BUILDING AND SITE WORK, DEMOLITION AND CONSTRUCTION.

5. IN ALL CASES WHERE A CONFLICT MAY OCCUR, SUCH AS BETWEEN ITEMS COVERED IN STRUCTURAL SPECIFICATIONS AND NOTES ON THE DRAWINGS OR BETWEEN GENERAL NOTES AND SPECIFIC DETAILS, THE ENGINEER OF RECORD SHALL BE NOTIFIED AND HE WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS PRIOR TO INSTALLATION OF THAT PORTION OF WORK.

6. SIMILAR WORK: WHERE CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE DRAWINGS.

7. PIPES, DUCTS, SLEEVES, CHASES, ETC.: SHALL NOT BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC., UNLESS SPECIFICALLY SHOWN. OBTAIN PRIOR WRITTEN APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.

8. LOCATE AND PROTECT UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES WHERE NEW WORK IS BEING PERFORMED. IDENTIFY AND LOCATE ANY SUBTERRANEAN UTILITIES PRIOR TO ANY EXCAVATION.

9. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHODS, PROCEDURES OR SEQUENCE OF CONSTRUCTION. TAKE NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE DURING CONSTRUCTION. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

10. PROPRIETARY COMPONENTS, MATERIALS, CHEMICAL, EPOXY AND WEDGE ANCHORS AND SHOT PINS SHALL BE EXACTLY AS CALLED FOR IN THESE DRAWINGS. ANY DEVIATIONS SHALL BE APPROVED OR DISAPPROVED BY THE ENGINEER OF RECORD AT THE EXPENSE OF THE ENTITY REQUESTING THE SUBSTITUTION PRIOR TO INSTALLATION.

11. THE CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR COORDINATION AND ASSEMBLY OF ALL PARTS OF THE CONSTRUCTION DEPICTED HEREIN. THE CONTRACTOR SHALL PERFORM ANY CONSTRUCTABILITY REVIEW OR COORDINATION DRAWINGS NECESSARY TO IDENTIFY CONSTRUCTABILITY PROBLEMS PRIOR TO CONSTRUCTION.

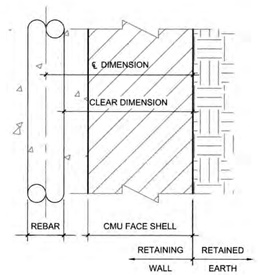
STRUCTURAL NOTES | - | -

NOT USED

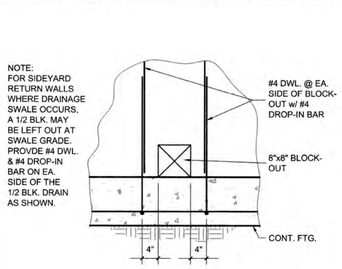
DETAIL | - | -

NOT USED

DETAIL | - | -

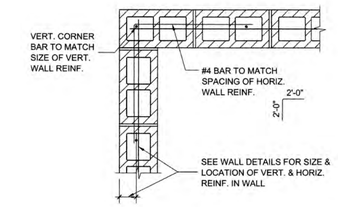


REBAR LOCATION DETAIL | - | 6

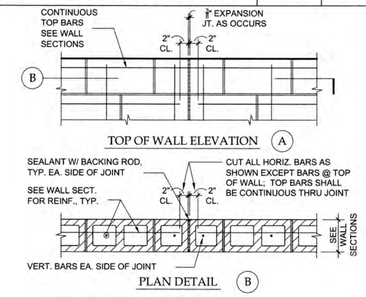


DRAINAGE BLOCK-OUT | - | 5

DETAIL | - | -



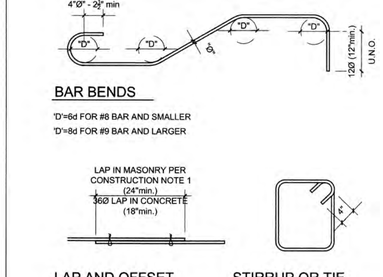
CMU WALL INTERSECTION | - | 4



NOTES: (LOCATION OF CONTROL JOINTS)
1. AT REGULAR INTERVALS NOT TO EXCEED 40'-0"
2. AT PILASTERS
3. NEAR WALL INTERSECTIONS

TYPICAL EXPANSION JOINT | - | 3

DETAIL | - | -



S-DT0003

TYPICAL REINFORCING | - | 1

SCOPE OF WORK:

LIMITED TO STRUCTURAL SITE WALL DESIGN AND DETAILING FOR CONSTRUCTION OF:

1. TWO (2) FREESTANDING CMU WALLS

REFERENCES

THE WORK IS BASED ON THE INFORMATION SET FORTH IN THE FOLLOWING REFERENCES.

SOILS REPORT: GEOCON WEST, INC., PROJECT No. T2305-22-18 MARCH 17, 2021.

SHEET INDEX

S-0: STANDARD DETAILS / STRUCTURAL NOTES

S-5.0: STRUCTURAL WALL DETAILS

PROJECT DESCRIPTION:

SITE WALLS

OWNER:

ENGINEER OF RECORD:

GSE
GHANIM STRUCTURAL ENGINEERING
898 N. FAIR OAKS AVE.
PASADENA, CA 91103
626.407.2224 GSE JOB #: 21-151

FOOTHILL WEST ZONE RESERVOIR
TRACT 37446
BANNING, CA

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REGISTERED PROFESSIONAL ENGINEER — S5589 — ST RUCTURAL — STATE OF CALIFORNIA

DRAWN BY: D.E. HYLTON
PROJECT NUMBER: 21-151
DATE: 1 / 20 / 22

SHEET TITLE:
SITE WALLS
STANDARD DETAILS
SHEET NUMBER:
S-0

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	ADD SHT. 4B WALL DETAILS.		

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23 — DATE 2/9/2022
SENIOR CIVIL ENGINEER

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23 — DATE 2/9/22
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
STRUCTURAL DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 4B OF 12

DETAIL	-	-

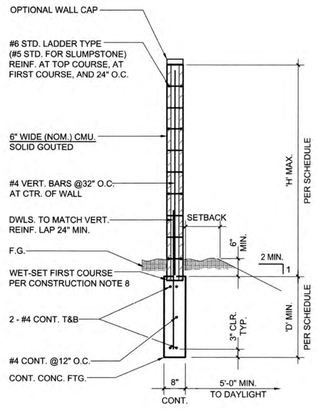
DETAIL	-	-

DETAIL	-	-

DETAIL	-	-

Angelus BLOCK CO., INC. Since 1946

MASONRY WALL SYSTEM
FREE-STANDING 8" CMU FENCE WALL
TRENCH FOOTING



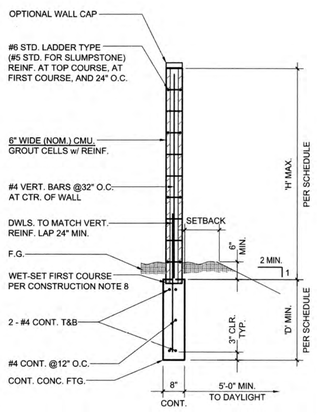
MASONRY WALL SCHEDULE		
'H' MAX.	'X' BARS	'D' MIN.
8'-0"	#4@8" O.C.	5'-6"
8'-8"	#4@8" O.C.	5'-9"
9'-4"	#4@8" O.C.	6'-0"
10'-0"	#4@8" O.C.	6'-2"

SEE SHEET S-0 FOR STANDARD NOTES AND DETAILS.

6" CMU WALL	N.T.S.	2

Angelus BLOCK CO., INC. Since 1946

MASONRY WALL SYSTEM
FREE-STANDING 8" CMU FENCE WALL
TRENCH FOOTING



MASONRY WALL SCHEDULE		
'H' MAX.	'X' BARS	'D' MIN.
8'-0"	#4@16" O.C.	5'-0"
8'-8"	#4@16" O.C.	5'-3"
9'-4"	#4@8" O.C.	6'-0"
10'-0"	#4@8" O.C.	6'-2"

SEE SHEET S-0 FOR STANDARD NOTES AND DETAILS.

DETAIL	-	-

DETAIL	-	-

DETAIL	-	-

DETAIL	-	-

6" CMU WALL	N.T.S.	1

PROJECT DESCRIPTION:

SITE WALLS

OWNER:

ENGINEER OF RECORD:

GSE
GHANIM STRUCTURAL ENGINEERING
898 N. FAIR OAKS AVE.
PASADENA, CA 91103
626.407.2224
GSE JOB #: 21-151

FOOTHILL WEST ZONE RESERVOIR
TRACT 37446
BANNING, CA

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REGISTERED PROFESSIONAL ENGINEER — NATHAN C. SMITH — No. S-5589 — CIVIL — STATE OF CALIFORNIA

DRAWN BY: D.E. HYLTON
PROJECT NUMBER: 21-151
DATE: 1 / 20 / 22

SHEET TITLE:
SITE WALLS
WALL DETAILS
SHEET NUMBER:
S-5.0

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR.	DATE
1	ADD SHT. 4C WALL DETAILS.		

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23 — DATE 2/9/2022
SENIOR CIVIL ENGINEER

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23 — DATE 2/9/22
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
STRUCTURAL DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 4C OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

GRADING & PAVING IMPROVEMENTS:

(1) CONSTRUCT 6" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE
(2) INSTALL 2"X4" READWOOD HEADER.
(3) CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 & DETAIL SHT. NO. 2 (W=3').
(4) CONSTRUCT CHAIN LINK FENCE (INTERIM) PER DETAIL SHT. NO. 12.
(9) INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER MIRAFI MSCAPE OR APPROVED EQUAL PER DETAIL SHT. NO. 2.
(11) CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2. (NO CLASS II AGGREGATE BASE)

WALL IMPROVEMENTS:

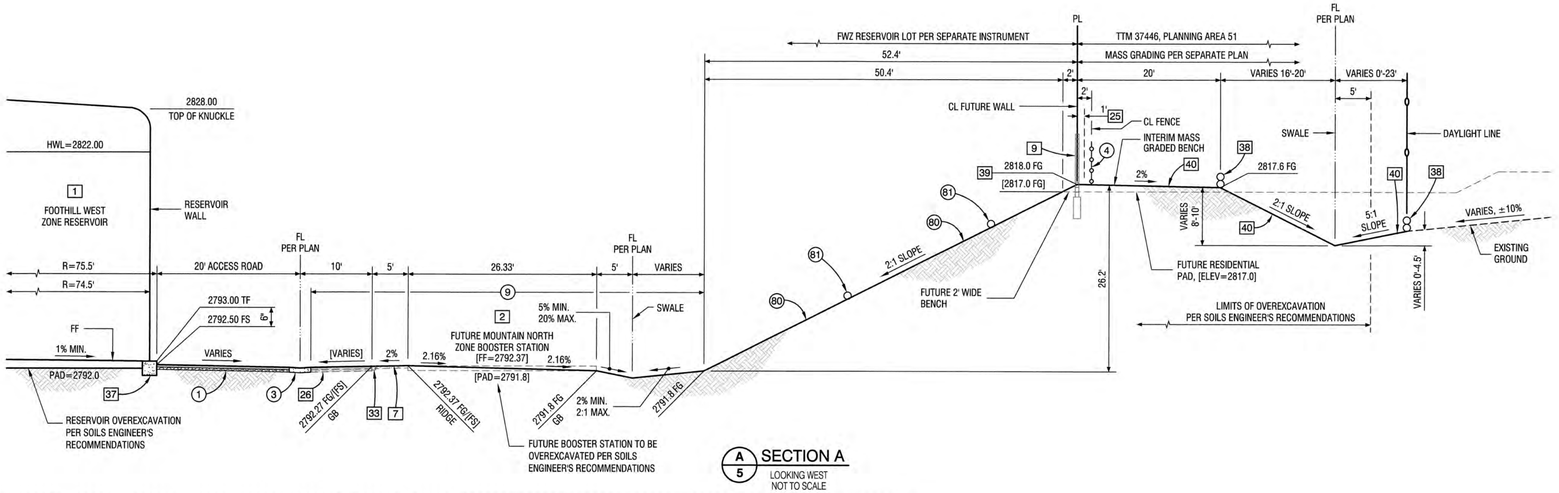
1 (21) CONSTRUCT GARDEN WALL WITH SOLID GROUT ALL CELLS PER STRUCTURAL ENGINEER'S DETAILS ON SHEET 4B.

EROSION CONTROL IMPROVEMENTS:

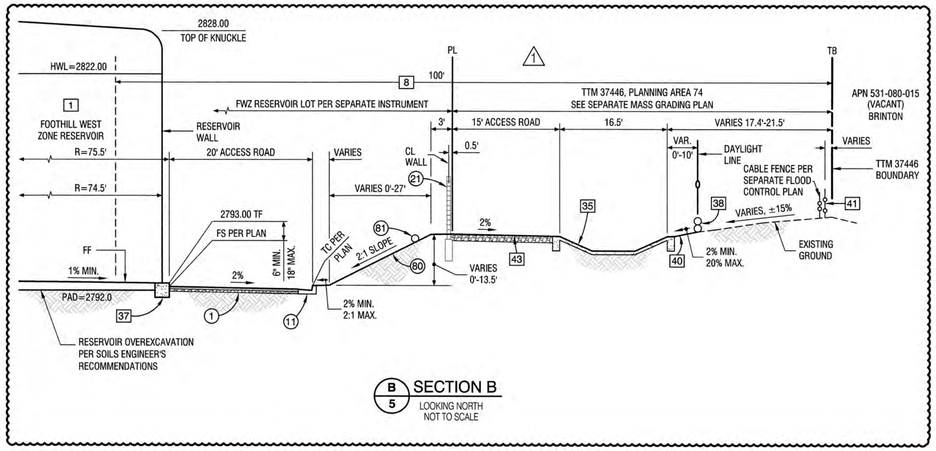
(80) APPLY HYDROSEED IMMEDIATELY AFTER ROUGH GRADING IS COMPLETED. SEE HYDROSEED NOTES ON SHT. 10.
(81) INSTALL FIBER ROLL PER DET. SHT. NO. 10.

NOTES:

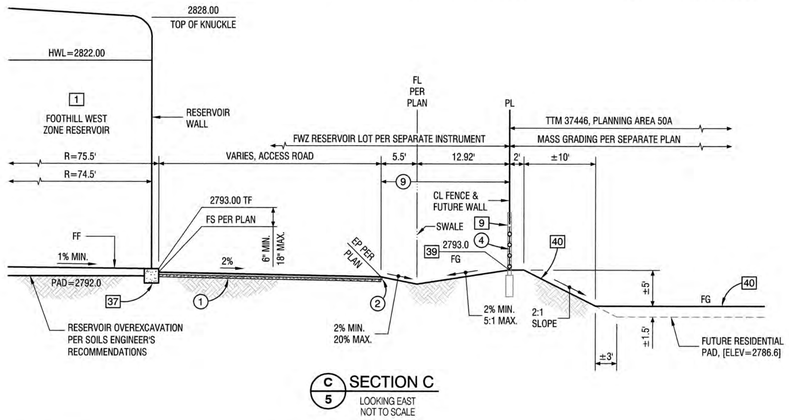
1. PROPOSED 3.76 MG FOOTHILL WEST ZONE RESERVOIR PER MECHANICAL ENGINEER'S PLAN.
2. PROPOSED MOUNTAIN NORTH ZONE BOOSTER STATION. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
7. FUTURE CONCRETE SIDEWALK WITH MOUNTAIN NORTH BOOSTER STATION.
8. PROPOSED 100' FUEL MODIFICATION ZONE.
9. FUTURE 8' HIGH PERIMETER MASONRY GARDEN WALL WITH DEVELOPMENT OF PLANNING AREA 50A & 51.
25. FUTURE 1' WIDE PUBLIC WALL EASEMENT WITH DEVELOPMENT OF PLANNING AREA 50A.
26. FUTURE AC PAVEMENT OVER BASE WITH MOUNTAIN NORTH BOOSTER STATION.
33. FUTURE 0" CURB WITH MOUNTAIN NORTH BOOSTER STATION.
35. PROPOSED DRAINAGE CHANNEL PER SEPARATE FLOOD CONTROL PLAN.
37. PROPOSED RESERVOIR FOOTING PER MECHANICAL ENGINEER'S PLAN.
38. PROPOSED GRAVEL BAGS (2-HIGH) PER SEPARATE MASS GRADING PLAN.
39. CONSTRUCT 12" HIGH BERM PER DETAIL ON SHEET NO. 2
40. PROPOSED HYDROSEED PER SEPARATE MASS GRADING PLAN.
1 41. EXISTING BARBED WIRE FENCE, TO BE REMOVED PER MASS GRADING PLAN.
43. PROPOSED CLASS II AGGREGATE BASE ACCESS ROAD PER SEPARATE FLOOD CONTROL PLAN.



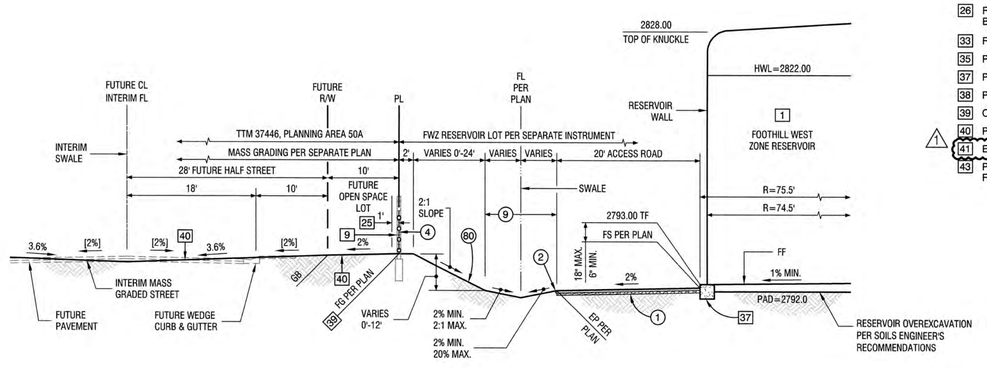
A/5 SECTION A
LOOKING WEST
NOT TO SCALE



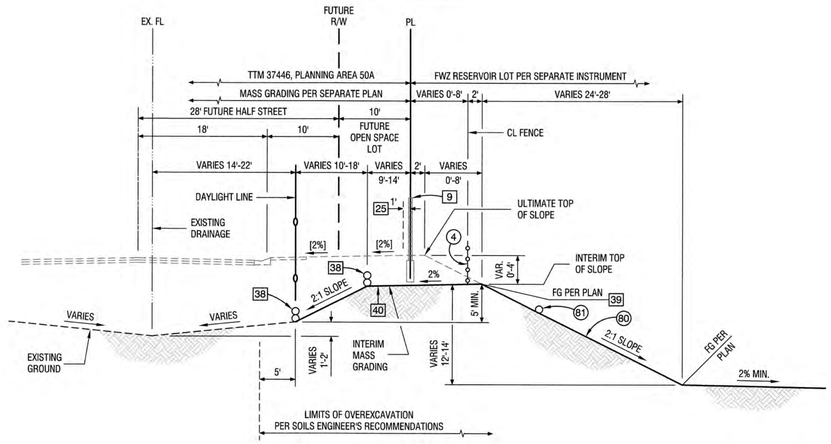
B/5 SECTION B
LOOKING NORTH
NOT TO SCALE



C/5 SECTION C
LOOKING EAST
NOT TO SCALE



D/5 SECTION D
LOOKING NORTH
NOT TO SCALE



E/5 SECTION E
LOOKING NORTH
NOT TO SCALE

OVEREXCAVATION NOTE:
SITE OVEREXCAVATION PER SOILS ENGINEER'S RECOMMENDATIONS.

SLOPE LANDSCAPE NOTE:
ON-SITE 2:1 SLOPES SHALL BE HYDROSEEDED IN INTERIM CONDITION AND PERMANENT LANDSCAPE INSTALLED IN ULTIMATE CONDITION WITH DEVELOPMENT OF PA 50A AND 51.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REV.	APPR	DATE
1	GRADING FOR ADD DRAINAGE CHANNEL.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP: 12-31-22
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
DATE 2/9/2022

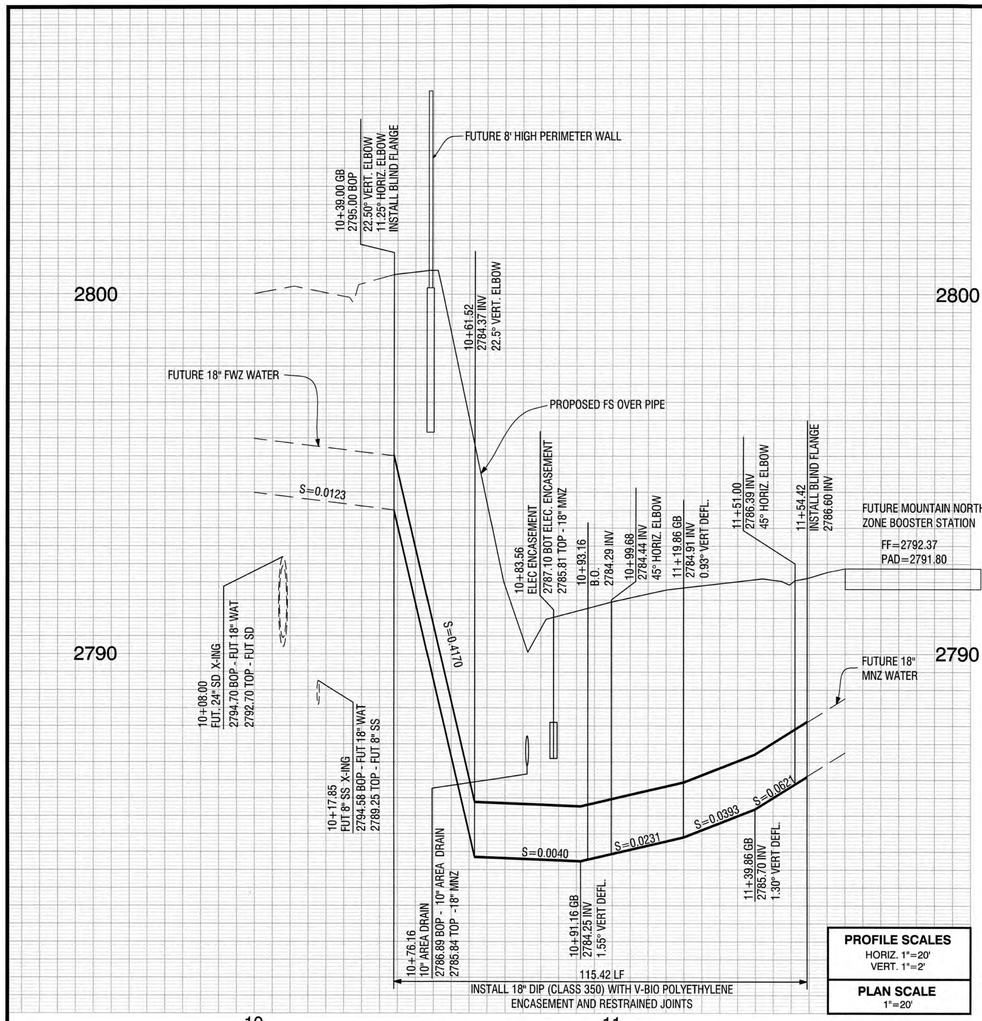
APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 2/9/22

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
SECTIONS

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

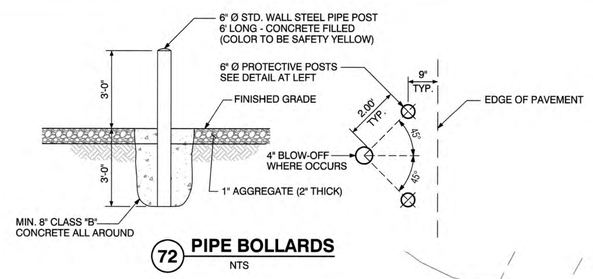
MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESERVOIR
Created: 01.06.2022 10:54:13 AM Author: MDS
Last Edit: 01.06.2022 10:54:13 AM By: Station178
MDS File: 89440-FWZ RESVR PG-Sht05 (Sections).dr
Plot Scale: 1" = 1' Dwg Scale: 1"
Plot Date: 01.25.2022 4:49:19 PM By: station178



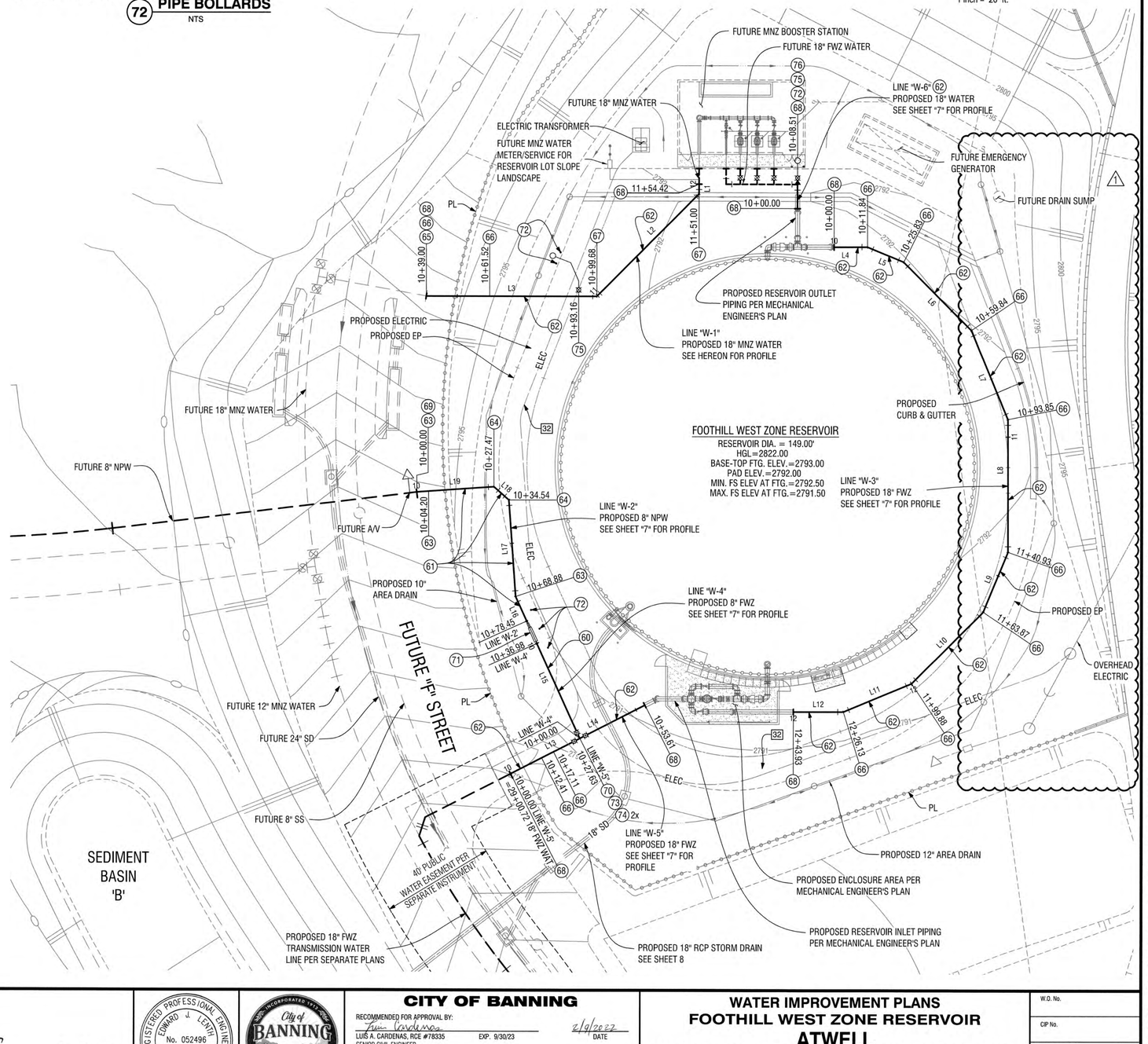
PROFILE SCALES
HORIZ. 1"=20'
VERT. 1"=2'

PLAN SCALE
1"=20'

LINE "W-1"



72 PIPE BOLLARDS
NTS



WATER IMPROVEMENTS:

(60) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(61) INSTALL 8" D.I.P. (CLASS 350) WITH PURPLE V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(62) INSTALL 18" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(63) INSTALL 8" - 22.5° D.I.P. ELBOW
(64) INSTALL 8" - 45° D.I.P. ELBOW
(65) INSTALL 18" - 11.25° D.I.P. ELBOW
(66) INSTALL 18" - 22.5° D.I.P. ELBOW
(67) INSTALL 18" - 45° D.I.P. ELBOW
(68) INSTALL 18" BLIND FLANGE
(69) INSTALL 8" BLIND FLANGE
(70) INSTALL 18" X 8" X 18" D.I.P. TEE
(71) INSTALL 8" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11 AND OMIT REDUCED PRESSURE BACKFLOW ASSEMBLY UNIT AND INSTALL BLIND FLANGES ON PIPE RISERS
(72) INSTALL PIPE BOLLARDS PER DETAIL HEREON.
(73) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(74) INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(75) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(76) INSTALL 18" x 4" D.I.P. REDUCER

NOTES:

[32] PROPOSED UNDERGROUND ELECTRIC PER DRY UTILITY CONSULTANT'S PLANS.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°00'00" E	3.42'
L2	N 45°00'00" E	51.32'
L3	N 90°00'00" W	60.68'
L4	N 90°00'00" E	11.84'
L5	N 67°30'00" W	13.98'
L6	N 45°00'00" W	34.01'
L7	N 22°30'00" W	34.01'
L8	N 0°00'00" E	47.08'
L9	N 22°30'03" E	22.94'
L10	N 45°00'03" E	36.00'
L11	N 67°30'03" E	26.25'
L12	N 89°59'57" W	17.80'
L13	N 62°55'28" E	53.61'
L14	N 62°55'28" E	53.61'
L15	N 24°25'24" W	36.98'
L16	N 24°25'24" W	9.57'
L17	N 4°01'27" W	34.34'
L18	N 49°01'27" W	7.07'
L19	N 85°58'33" E	27.47'

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REV.	APPR	DATE
1	GRADING FOR ADD DRAINAGE CHANNEL.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
1/22/2022 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
2/9/2022 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/9/22 DATE

WATER IMPROVEMENT PLANS
FOOTHILL WEST ZONE RESERVOIR
ATWELL
LINES "W-1", "W-2", "W-3", "W-4", "W-5", "W-6"

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 12

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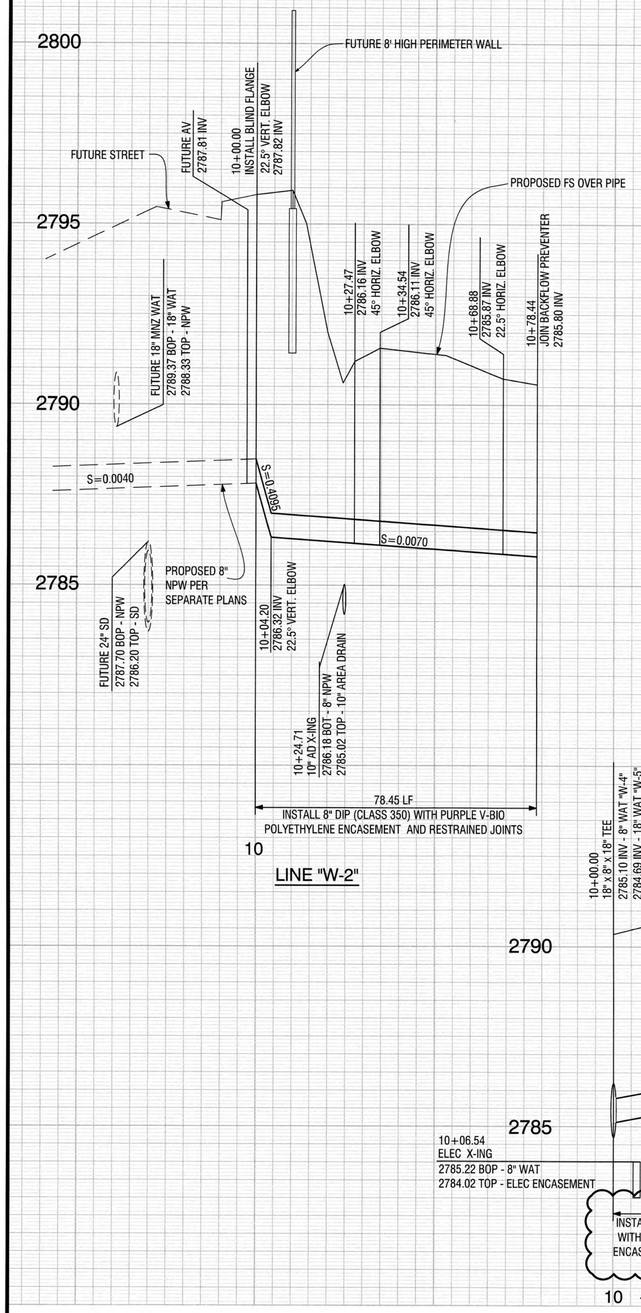
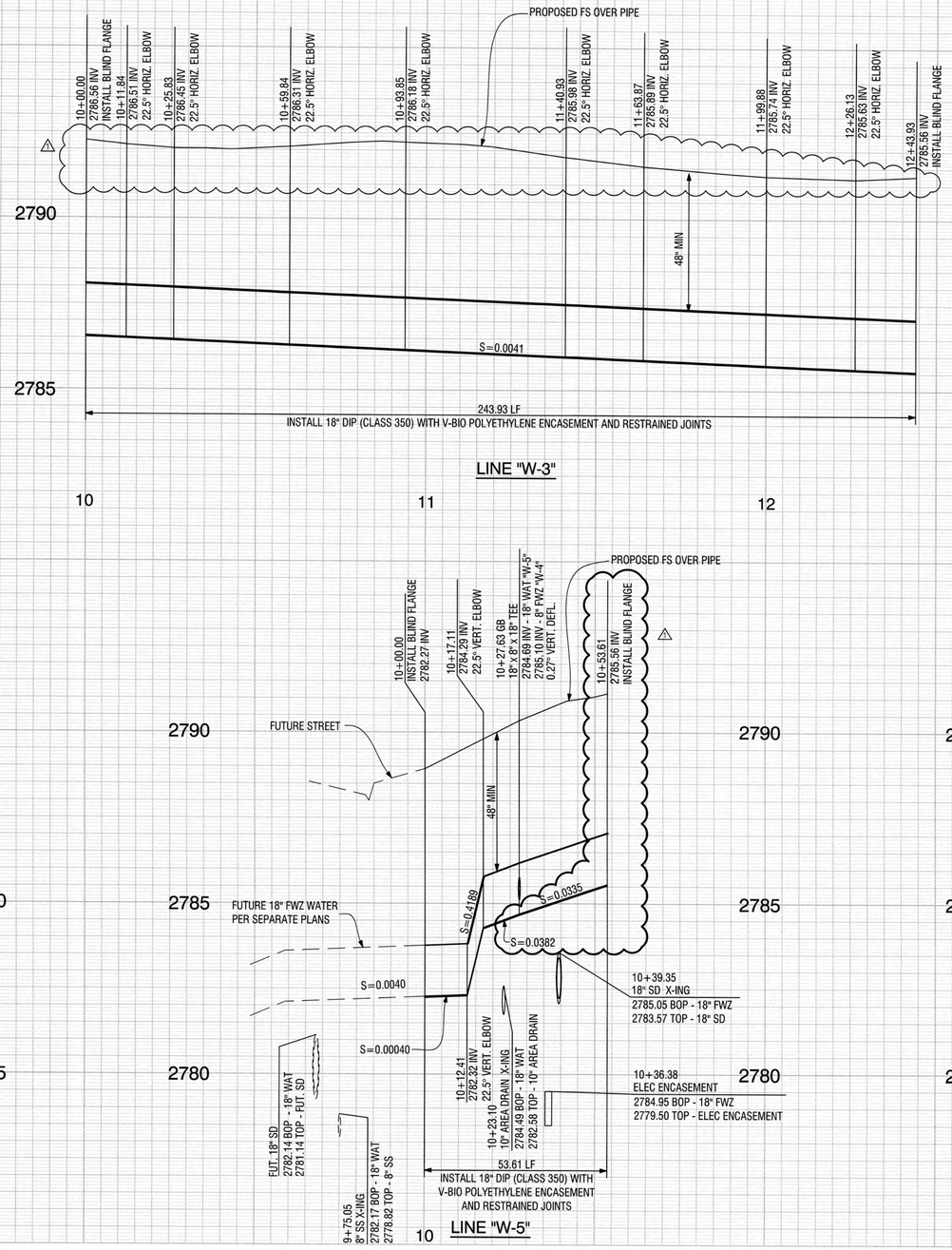
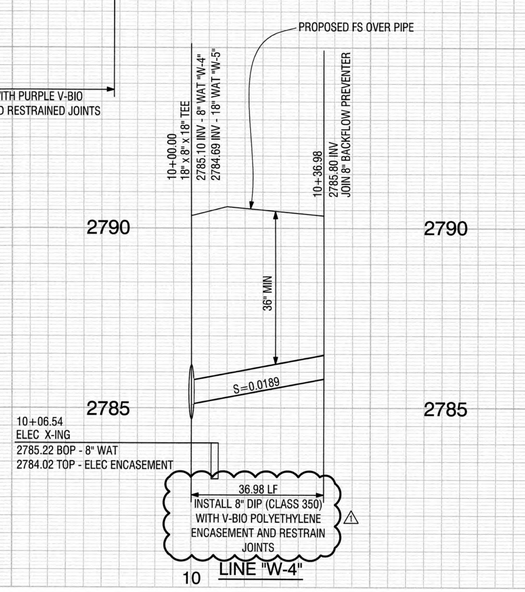
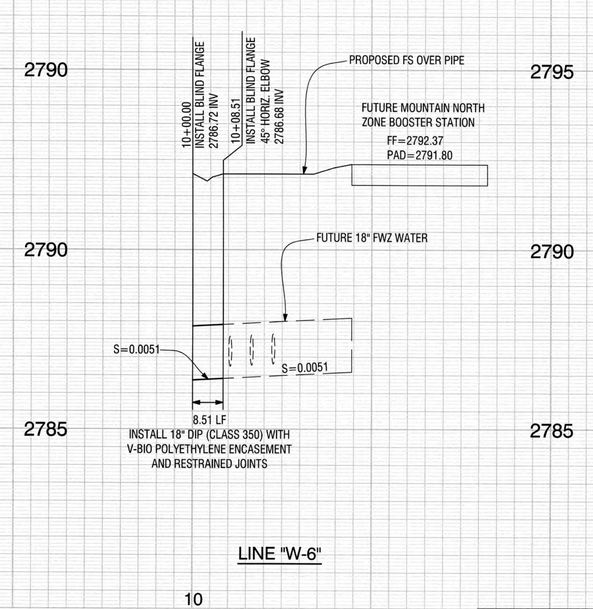
Last Edit: 01.24.2022 07:22:55 AM By: Jchu Plot Date: 01.25.2022 4:49:56 PM By: station178









PROFILE SCALES
HORIZ. 1"=20'
VERT. 1"=2'
PLAN SCALE
1"=20'

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REV. FINISHED SURFACE FOR W-3, REV. ELEVATIONS FOR W-5	APPR	DATE
1			

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — DATE 1/26/2022
RCE# 052496 EXP. 12-31-22

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER — DATE 2/9/2022

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE 2/9/22

WATER IMPROVEMENT PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
PROFILES
LINES "W-2", "W-3", "W-4", "W-5", "W-6"

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 12

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PD\cad\FWZ RESERVOIR Created: 01.06.2022 10:58:39 AM Author: MDS Last Edit: 01.24.2022 07:22:52 AM By: Jchu
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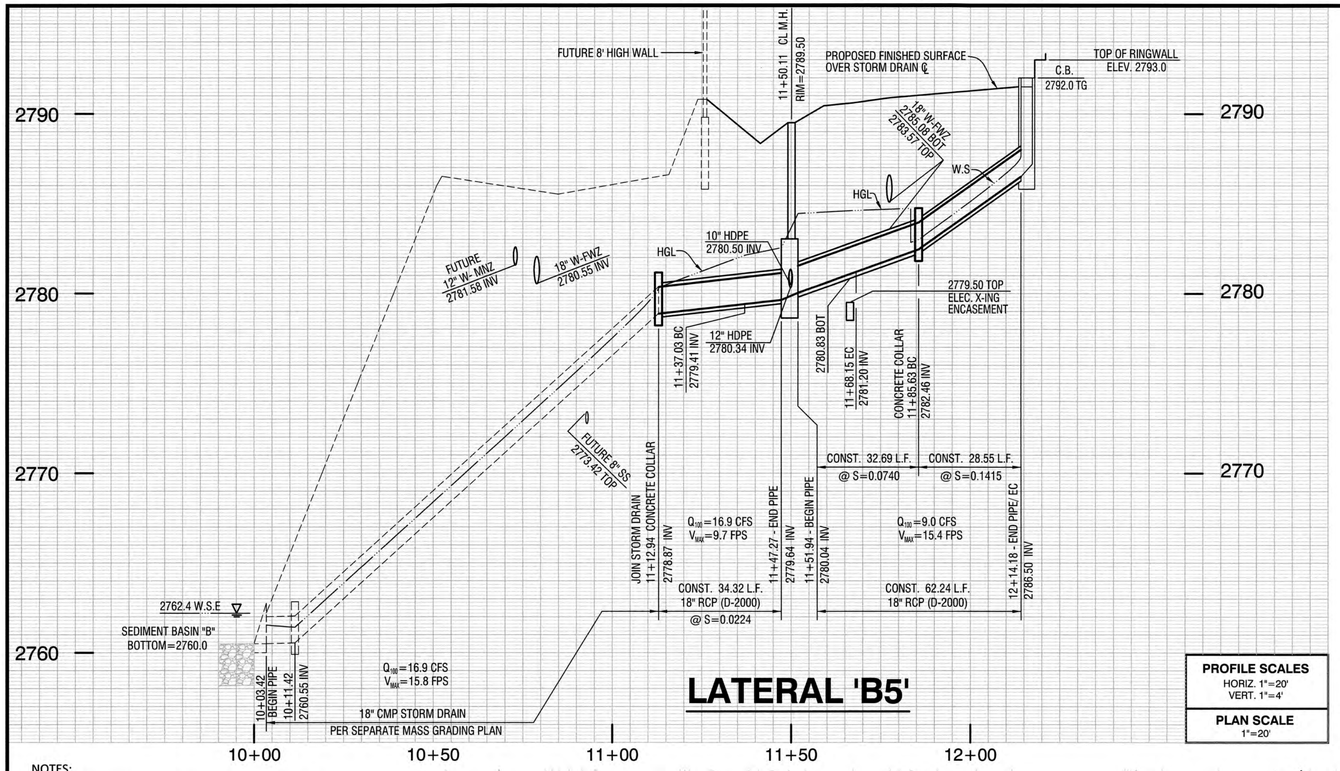


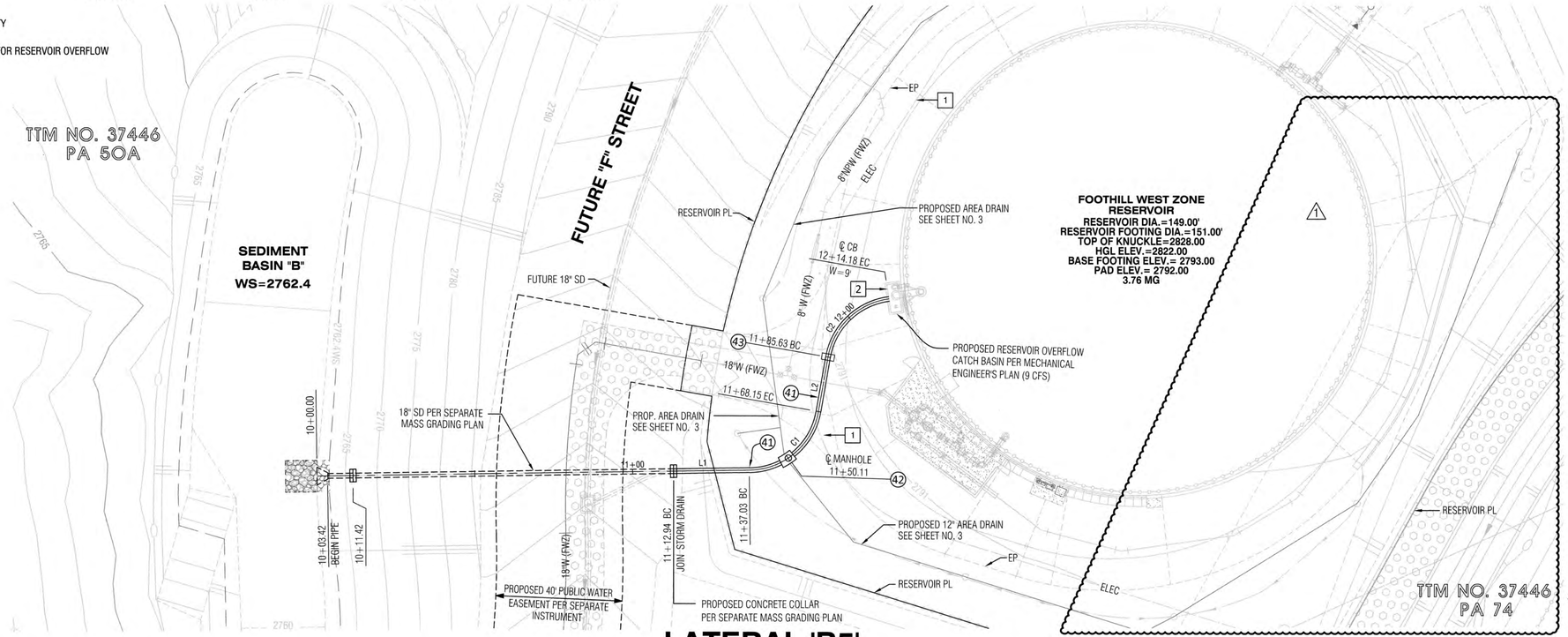
LATERAL 'B5'

PROFILE SCALES
HORIZ. 1"=20'
VERT. 1"=4'

PLAN SCALE
1"=20'

NOTES:

1. PROPOSED UNDERGROUND ELECTRIC PER DRY UTILITY CONSULTANT'S PLANS.
2. PROPOSED CATCH BASIN WITH GRATE AND AIR GAP FOR RESERVOIR OVERFLOW DRAIN PER MECHANICAL ENGINEER'S PLANS.



CONSTRUCTION NOTES:

41. INSTALL18" RCP STORM DRAIN (D-LOAD PER PROFILE) PER CALTRANS STD. DWG. NO. A62D (METHOD 3, SAND) AND DETAIL ON THIS SHEET
42. CONSTRUCT MANHOLE NO. 1 PER RCFC&WCD STD. DWG. NO. MH251
43. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD. DWG. NO. M803.

CURVE TABLE

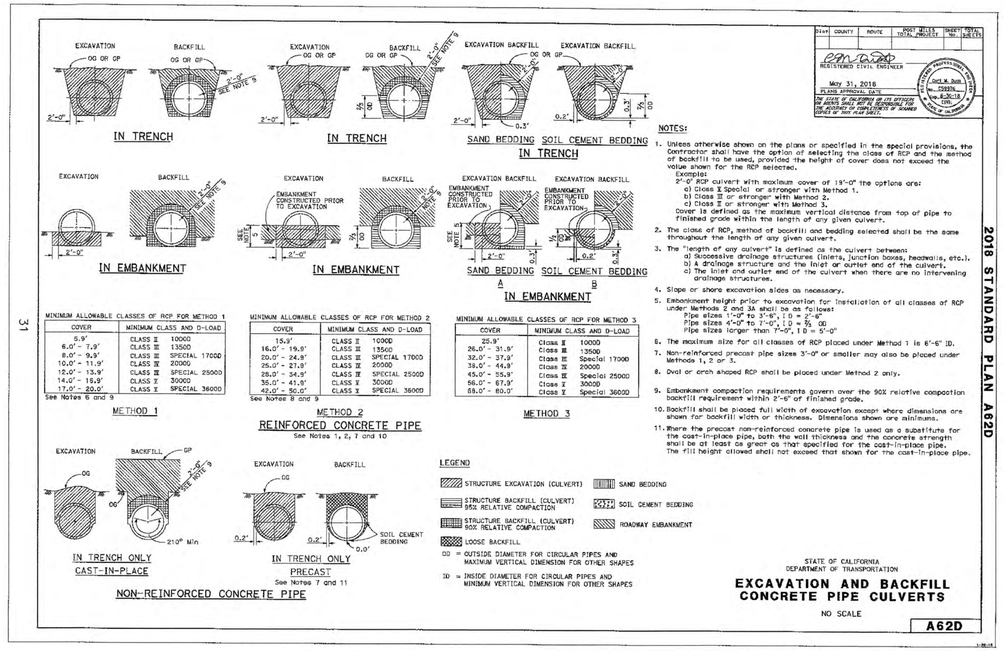
NO.	Δ	RADIUS	LENGTH	TAN
C1	79°14'26"	22.50'	31.12'	18.63'
C2	72°42'07"	22.50'	28.55'	16.56'

COURSE DATA

NO.	BEARING	LENGTH
L1	N 52°09'55" E	24.08'
L2	N 27°04'32" W	17.48'

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

41 RCP STORM DRAIN PIPE, TYPICAL TRENCH DETAIL
CALTRANS STD. A62D
N.T.S.



NOTES:

1. Unless otherwise shown on the plans or specified in the special provisions, the Contractor shall have the option of selecting the class of RCP and the method of backfill to be used, provided the height of cover does not exceed the value shown for the RCP selected.
   Example:
   2'-0" RCP culvert with maximum cover of 18'-0" the options are:
   a) Class X Special or stronger with Method 1.
   b) Class II or stronger with Method 2.
   c) Class II or stronger with Method 3.
   Cover is defined as the maximum vertical distance from top of pipe to finished grade within the length of any given culvert.
2. The class of RCP, method of backfill and bedding selected shall be the same throughout the length of any given culvert.
3. The "length of any culvert" is defined as the culvert between:
   a) Successive drainage structures (inlets, junction boxes, headwalls, etc.).
   b) A drainage structure and the inlet or outlet end of the culvert.
   c) The inlet and outlet end of the culvert when there are no intervening drainage structures.
4. Slope or shore excavation sides as necessary.
5. Embankment height prior to excavation for installation of all classes of RCP under Methods 2 and 3A shall be as follows:
   Pipe sizes 1'-0" to 3'-6", I.D. = 2'-6"
   Pipe sizes 4'-0" to 7'-0", I.D. = 5'-0"
   Pipe sizes larger than 7'-0", I.D. = 5'-0"
6. The maximum size for all classes of RCP placed under Method 1 is 6'-6" ID.
7. Non-reinforced precast pipe sizes 3'-0" or smaller may also be placed under Methods 1, 2 or 3.
8. Oval or arch shaped RCP shall be placed under Method 2 only.
9. Embankment compaction requirements govern over the 90% relative compaction backfill requirement within 2'-6" of finished grade.
10. Backfill shall be placed full width of excavation except where dimensions are shown for backfill width or thickness. Dimensions shown are minimums.
11. Where the precast non-reinforced concrete pipe is used as a substitute for the cast-in-place pipe, both the wall thickness and the concrete strength shall be at least as great as that specified for the cast-in-place pipe. The fill height allowed shall not exceed that shown for the cast-in-place pipe.

MINIMUM ALLOWABLE CLASSES OF RCP FOR METHOD 1

COVER	MINIMUM CLASS AND D-LOAD
0.9'	CLASS II 1000D
6.0' - 7.9'	CLASS III 1350D
8.0' - 9.9'	CLASS III SPECIAL 1700D
10.0' - 11.9'	CLASS IV 2000D
12.0' - 13.9'	CLASS IV SPECIAL 2500D
14.0' - 16.9'	CLASS V 3000D
17.0' - 20.0'	CLASS V SPECIAL 3600D

See Notes 6 and 9

MINIMUM ALLOWABLE CLASSES OF RCP FOR METHOD 2

COVER	MINIMUM CLASS AND D-LOAD
15.9'	CLASS II 1000D
16.0' - 19.9'	CLASS III 1350D
20.0' - 24.9'	CLASS III SPECIAL 1700D
25.0' - 21.9'	CLASS IV 2000D
28.0' - 34.9'	CLASS IV SPECIAL 2500D
35.0' - 41.9'	CLASS V 3000D
42.0' - 50.0'	CLASS V SPECIAL 3600D

See Notes 8 and 9

MINIMUM ALLOWABLE CLASSES OF RCP FOR METHOD 3

COVER	MINIMUM CLASS AND D-LOAD
22.9'	Class II 1000D
26.0' - 31.9'	Class III 1350D
32.0' - 37.9'	Class III Special 1700D
38.0' - 44.9'	Class IV 2000D
45.0' - 55.9'	Class IV Special 2500D
56.0' - 67.9'	Class V 3000D
68.0' - 80.0'	Class V Special 3600D

DIST	COUNTY	ROUTE	POST MILES TOTAL PROJECT	SHEET NO.	TOTAL SHEETS

REGISTERED CIVIL ENGINEER
May 31, 2018
PLANS APPROVAL DATE
THE USE OF THESE STANDARDS ON PROJECTS, AND ANY DEVIATIONS THEREFROM, ARE THE RESPONSIBILITY OF THE REGISTERED PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE OF THE PROJECT. THE STATE OF CALIFORNIA ASSUMES NO RESPONSIBILITY FOR THEIR USE EXCEPT TO THOSE ENGINEERS EMPLOYED BY THE STATE WHO USE THEM IN THE PERFORMANCE OF THEIR DUTIES.

2018 STANDARD PLAN A62D

31

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REV. GRADING FOR ADD DRAINAGE CHANNEL.	APPR	DATE
1			

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
11/26/2022 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
2/9/2022 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/9/22 DATE

STORM DRAIN IMPROVEMENT PLAN & PROFILE
FOOTHILL WEST ZONE RESERVOIR
ATWELL
STORM DRAIN LATERAL "B-5"
11+12.94 TO 12+14.18

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 12

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESERVOIR
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MDS File: 89440-FWZ RESVR PG-BDR (cob).dwg
Plot Scale: 1" = 1' Dwg Scale: 1"
Plot Date: 03.26.2020 7:02:47 AM By: station178
779

EROSION AND SEDIMENT CONTROL NOTES:

1. INFORMATION ON THIS PLAN IS FOR EROSION PREVENTION AND SEDIMENT CONTROL ONLY. THESE NOTES ARE COMPREHENSIVE AND SHOULD BE APPLIED ACCORDING TO THE SITE-SPECIFIC CONDITIONS FOR EACH INDIVIDUAL PROJECT. THIS DISCHARGER IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A COMBINATION OF EROSION AND SEDIMENT CONTROLS BY OCTOBER 1ST OF EACH YEAR FOR ALL APPLICABLE SOIL-DISTURBING ACTIVITIES (CLEARING, GRADING, EXCAVATING) AND ON ALL EXPOSED SLOPES THROUGHOUT THE ENTIRE SITE. THE DISCHARGER IS ALSO RESPONSIBLE FOR ANY DISCHARGES FROM SUBCONTRACTORS.

2. STORMWATER RUNOFF SHOULD BE FILTERED PRIOR TO DISCHARGING TO A STORMWATER CONVEYANCE SYSTEM (NATURAL WATERCOURSES, STREETS, FLOW-LINES, DRAINAGE INLETS, ETC.). ALL NON-PERMITTED DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORMWATER CONVEYANCE SYSTEM YEAR-ROUND.

   DISCHARGER CONTACT INFORMATION:
   JERRY DOLBEE
   TRI POINTE HOMES
   PHONE: (951) 534-6734

3. IF SOIL DISTURBANCE MEETS OR EXCEEDS ONE ACRE, THE SITE MUST BE COVERED UNDER THE STATE GENERAL CONSTRUCTION PERMIT, A NOTICE OF INTENT (NOI) MUST BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), A WASTE DISCHARGE IDENTIFICATION (WDID) NUMBER SHALL BE PROVIDED TO THE CITY, AND A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF THE PROJECT AND BE READILY AVAILABLE ONSITE TO CITY AND STATE INSPECTORS. AN SWPPP TEMPLATE CAN BE DOWNLOADED FROM THE CITY'S WEBSITE AT WWW.BANNING.CA.US UNDER NPDES INFORMATION.

4. DURING THE RAINY SEASON (OCTOBER 1 - APRIL 30), THE DISCHARGER SHALL MAKE AVAILABLE, AS NECESSARY, EQUIPMENT AND WORKERS FOR EMERGENCY WORK TO PROTECT THE SITE. ADDITIONAL EROSION AND SEDIMENT CONTROL MATERIALS SHALL BE STOCKPILED AT VARIOUS LOCATIONS THROUGHOUT THE SITE FOR IMMEDIATE IMPLEMENTATION.

5. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED, RESTORED, REPAIRED, OR MODIFIED REGULARLY THROUGHOUT THE SITE TO PROTECT DOWNGRADE PERIMETERS, ADJACENT PROPERTIES, ENVIRONMENTALLY SENSITIVE AREAS, AND ALL PRIVATE AND PUBLIC STORMWATER CONVEYANCE SYSTEMS. IF ANY EROSION AND SEDIMENT CONTROLS FAIL DURING THE RAINY SEASON, MORE EFFECTIVE ONES WILL BE REQUIRED IN THEIR PLACE.

6. DURING THE RAINY SEASON, CLEARING SHALL BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. A COMBINATION OF EROSION AND SEDIMENT CONTROLS SHALL BE IMPLEMENTED IN AREAS THAT HAVE BEEN CLEARED.

7. DURING THE RAINY SEASON, EROSION CONTROL FOR GRADED SLOPES SHALL INCLUDE 100% VEGETATIVE COVERAGE, WOOD MULCH, STAPLED OR PINNED BLANKETS (STRAW OR COCONUT), PLASTIC SHEETING (10-MIL), POLYPROPYLENE MATS, OR OTHER MEASURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS. FOR SPRAY-ON CONTROLS, ONLY BONDED AND STABILIZED FIBER MATRIX PRODUCTS WITH MINIMUM APPLICATION RATES OF 3500 LB/ACRE AND 10 GAL/ACRE, RESPECTIVELY, SHALL BE USED FOR GRADES OF 4:1 AND GREATER. JUTE NETTING SHALL NOT BE USED AS A STANDALONE EROSION CONTROL. IF HYDROSEEDING IS IMPLEMENTED, THE APPLICATION MUST ALLOW SUFFICIENT TIME FOR ADEQUATE SEED GROWTH. INACTIVE GRADED PADS SHALL BE PROTECTED WITH ACRYLIC/LATEX POLYMERS, SOIL STABILIZERS, FIBER MATRIX, OR OTHER MEASURE APPROVED BY THE CITY ENGINEER.

8. SEDIMENT CONTROLS SHALL INCLUDE DESILTING BASINS, GRADED BERMS, FIBER ROLLS, SILT FENCES, GRAVEL-BAG CHEVRONS (3/4" GRAVEL), CHECK DAMS, DRAINAGE INLET PROTECTION, ETC.

9. ALL ONSITE AND OFFSITE FLOW-LINES (V-DITCHES, BROW-DITCHES, TERRACE DRAINS, RIBBON GUTTERS, CURB GUTTERS, ETC.) AND DRAINAGE INLETS SHALL BE FREE OF SEDIMENT, CONSTRUCTION MATERIALS, CONSTRUCTION WASTE, MISCELLANEOUS DEBRIS, AND DETERIORATED EROSION AND SEDIMENT CONTROLS AT ALL TIMES.

10. CONSTRUCTION WASTE AND MISCELLANEOUS DEBRIS SHALL BE PLACED IN WATERTIGHT BINS. WIRE MESH TRASH RECEPTACLES WILL NOT BE ALLOWED. WASH-OUT STATIONS SHALL BE PROVIDED FOR CONCRETE, PAINTS, AND STUCCO AND SHALL BE LINED WITH PLASTIC AND LOCATED AWAY FROM STREETS, SIDEWALK RIGHTS-OF-WAY, AND DRAINAGE INLETS. PRIOR TO ANY FORECASTED RAIN, BINS AND WASH-OUTS SHALL BE COVERED WITH A LID OR PLASTIC TARP PREVENTING ANY OVERFLOW INTO THE DRAINAGE SYSTEM.

11. CONSTRUCTION ACCESSES SHALL BE STABILIZED WITH A COMBINATION OF GRAVEL AND SHAKER PLATES YEAR-ROUND TO PREVENT TRACK-OUT ONTO STREETS. FOR RESIDENTIAL DEVELOPMENTS WITH STREET GRADES EXCEEDING 2%, INDIVIDUAL DRIVEWAYS SHALL ALSO BE PROTECTED WITH GRAVEL TO PREVENT TRACK-OUT ONTO INTERIOR STREETS. GRAVEL SHALL ALSO BE PLACED ON DRIVEWAYS THAT ARE USED TO ACCESS INDIVIDUAL LOTS. ROUTINE STREET SWEEPING SHALL BE PERFORMED ON ALL PAVED STREETS WHERE TRACKING IS OBSERVED. VACUUM SWEEPERS SHALL BE USED WHEN STREET SWEEPERS BECOME INEFFECTIVE. CONTROLLED STREET WASHING WILL BE ONLY BE ALLOWED PRIOR TO THE APPLICATION OF ASPHALTS SEAL COATS. HOWEVER, DRAINAGE INLETS SHALL BE PROTECTED TO FILTER THE WASH WATER.

12. SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS, CHEVRONS, SILT FENCES, DESILTING BASINS, STREETS, ONSITE AND OFFSITE FLOWLINES, DOWNGRADIENT DRAINAGE INLETS AFFECTED BY A DISCHARGE FROM THE SITE, AND OTHER PRIVATE AND PUBLIC STORMWATER CONVEYANCE SYSTEMS PRIOR TO AND AFTER EACH STORM EVENT. FOR RESIDENTIAL DEVELOPMENTS, SILT FENCE SHALL BE INSTALLED ALONG INTERIOR STREETS AND COMBINED WITH GRAVEL-BAG OR SILT-FENCE-CHEVRONS INSIDE THE SIDEWALK RIGHT-OF-WAY, WHERE APPLICABLE.

13. DESILTING BASINS SHALL BE CONSTRUCTED AT THE START OF ALL GRADING OPERATIONS AND SIZED ACCORDING TO THE STATE GENERAL CONSTRUCTION PERMIT (3600 CUBIC FEET OF STORAGE PER ACRE DRAINED), EVEN IF THE SITE DOES NOT REQUIRE COVERAGE UNDER THIS PERMIT. WATER SHALL BE FILTERED AND DRAINED FROM THE BASINS BETWEEN STORM EVENTS.

14. STORMWATER RUNOFF SHALL NOT BE DIRECTED OVER ANY SLOPES WITHOUT PERMANENT DOWNDRAINS INSTALLED. TEMPORARY EROSION AND SEDIMENT CONTROLS ARE REQUIRED ON ALL EXPOSED SLOPES UNTIL SUFFICIENT PERMANENT LANDSCAPING HAS BEEN ESTABLISHED. FIBER ROLLS SHALL BE INSTALLED IN INCREMENTS OF 10 FEET MEASURED VERTICALLY ON THE FACE OF SLOPE FOR GRADES OF 3:1 AND GREATER IN COMBINATION WITH FIBER MATRIX PRODUCTS OR BLANKETS. SILT FENCE SHALL BE INSTALLED AT THE TOE OF ALL EXPOSED SLOPES 3' OR MORE IN HEIGHT.

15. MATERIAL STORAGE AREAS SHALL BE ESTABLISHED. FUEL TANKS, PORTABLE TOILETS, LIQUIDS, GELS, AND POWDERS SHALL BE STORED AWAY FROM STREETS, SIDEWALK RIGHTS-OF-WAY, AND DRAINAGE INLETS AND SHALL HAVE SECONDARY CONTAINMENT. STOCKPILES OF SOIL SHALL BE PROTECTED PRIOR TO A FORECASTED RAIN.

16. ALL PORTABLE MIXERS SHALL HAVE PLASTIC UNDER-LINERS TO CONTAIN SPILLAGE. GRAVEL BAGS SHALL ALSO BE PLACED ON THE DOWNHILL SIDE OF THE LINERS TO CONTAIN DISCHARGES.

17. THE DISCHARGER SHALL PROPERLY POST AND SECURE SITE AREAS WHERE IMPOUNDED WATER, DUE TO EROSION AND SEDIMENT CONTROL DEVICES OR ANYTHING ELSE, CREATES A HAZARDOUS CONDITION TO THE PUBLIC. HOWEVER, EMERGENCY ACCESSES SHALL BE MAINTAINED AT ALL TIMES.

18. NO OBSTRUCTIONS, OTHER SEDIMENT CONTROLS, SHALL BE ALLOWED AT ANY EXISTING PUBLIC, OR PRIVATE, STORMWATER CONVEYANCE SYSTEM, UNLESS ADEQUATE TEMPORARY OR PERMANENT DRAINAGE FACILITIES HAVE BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS TO CARRY SURFACE WATER TO THE NEAREST PRACTICAL STORM DRAIN OR NATURAL WATERCOURSE.

19. FILL AREAS SHALL HAVE EROSION AND SEDIMENT CONTROLS IMPLEMENTED WHILE BEING BROUGHT UP TO GRADE. THESE MEASURES INCLUDE: TEMPORARY DOWNDRAINS (PIPES OR PAVED DITCHES WITH PROTECTED OUTFALLS); EARTH BERMS AT THE TOP OF SLOPES; VEGETATION; MULCH; FIBER MATRIX PRODUCTS; BLANKETS; PONDING AREAS; CHECK DAMS; FIBER ROLLS; GRAVEL BAGS AROUND DRAINAGE INLETS; AND APPROPRIATE GRADING TO DIRECT DRAINAGE AWAY FROM THE EDGE OF THE TOP OF SLOPES.

20. SLOPE PROTECTION MUST BE IN PLACE DURING THE RAINY SEASON PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY TO PREVENT EROSION.

21. THE DEPARTMENT OF PUBLIC WORKS RESERVES THE RIGHT TO MAKE CHANGES TO THIS PLAN. THE DEPARTMENT'S APPROVAL OF THIS PLAN DOES NOT RELIEVE THE DISCHARGER FOR CORRECTIONS OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION.

CONSTRUCTION NOTES:

(80) APPLY HYDROSEED IMMEDIATELY AFTER ROUGH GRADING IS COMPLETED. SEE HYDROSEED NOTES ON SHT. 10.

(81) INSTALL FIBER ROLL PER DETAIL SHT. NO. 10.

~~(82) INSTALL GRAVELBAGS, 2 HIGH PER DETAIL SHT. NO. 10.~~

(83) INSTALL GRAVELBAG VELOCITY REDUCER PER DETAIL SHT. NO. 10.

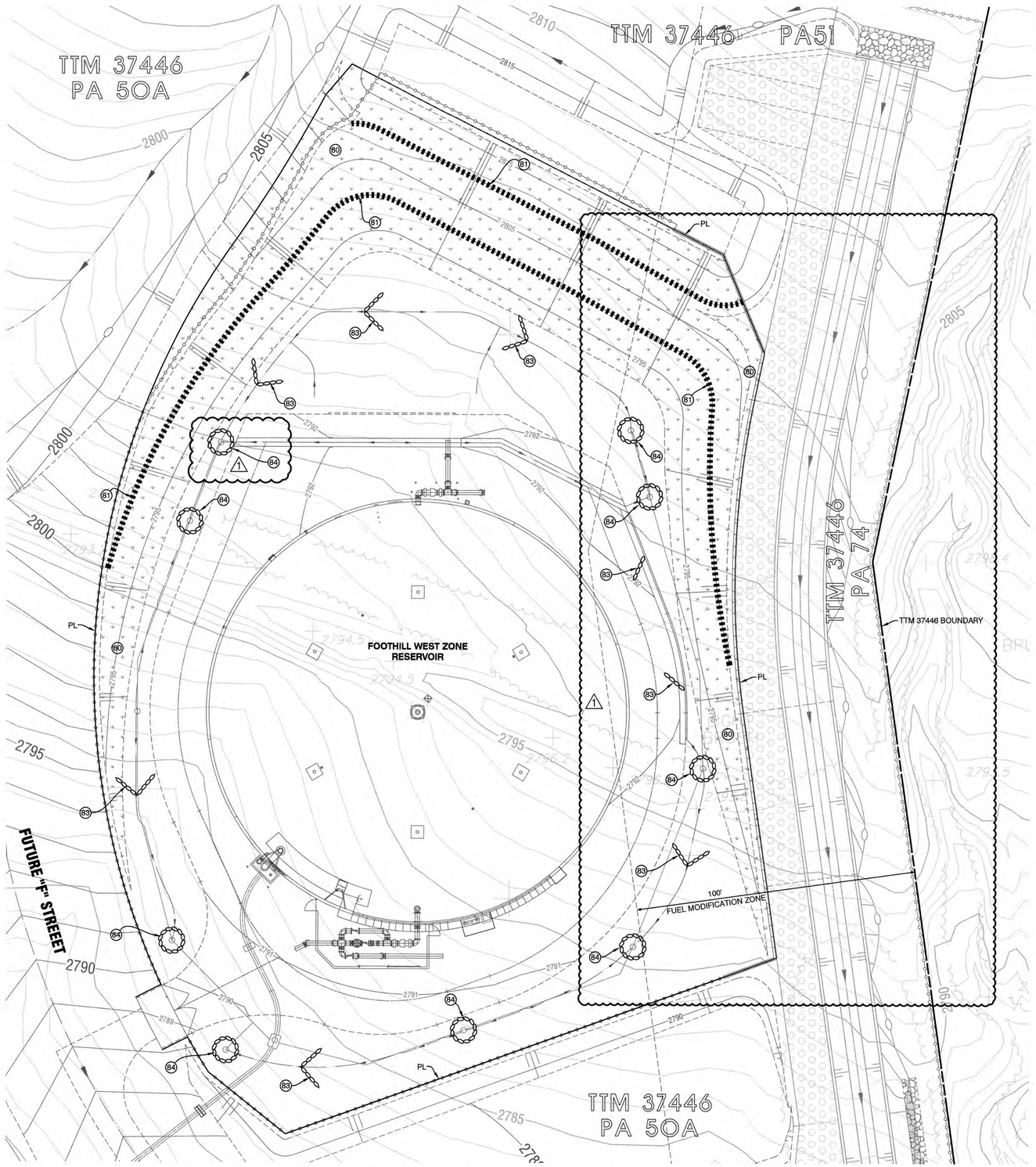
(84) INSTALL GRAVELBAG DRAIN INLET PROTECTION PER DETAIL SHT. NO. 10.

LEGEND:

SANDBAGS / GRAVELBAGS

SEDIMENT (FIBER) ROLL

(80) HYDROSEED AREA



20 0 10 20 40 80

(IN FEET)
1 inch = 20 ft.

WDID #: 7 33C383910

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK	REV. GRADING FOR ADD DRAINAGE CHANNEL.	APPR	DATE
1			

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 1/25/2022
RCE# 052496 EXP. 12-31-22
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
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DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/9/22 DATE

EROSION & SEDIMENT CONTROL PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESRVR PG-Dtl09 (Erosion).dwg
Created: 01.05.2022 11:32:35 AM Author: MDS
Last Edit: 01.06.2022 11:30:15 AM By: Station178
Plot Scale: 1" = 1' Dwg Scale: ----
Plot Date: 01.25.2022 4:52:14 PM By: station178

DUST CONTROL NOTES:

1. CONSTRUCTION CONTRACTOR TO ADHERE TO SOUTH COAST AQMD RULE 403 FOR IMPLEMENTATION OF FUGITIVE DUST CONTROL MEASURES IN COORDINATION WITH LATEST "RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK."
2. EXCESSIVE FUGITIVE DUST CONTROL EMISSIONS SHALL BE CONTROLLED BY REGULAR WATERING OR OTHER DUST PREVENTION MEASURES, AS SPECIFIED IN THE SCAQMD'S RULES AND REGULATIONS. IN ADDITION, IN ACCORDANCE WITH SCAQMD RULE 402, THE APPLICANT SHALL IMPLEMENT DUST SUPPRESSION TECHNIQUES TO PREVENT FUGITIVE DUST FROM CREATING A NUISANCE OFF-SITE.
3. ALL ACTIVE PORTIONS OF THE CONSTRUCTION SITE SHALL BE WATERED AT LEAST TWICE DAILY TO PREVENT EXCESSIVE AMOUNTS OF DUST.
4. ON-SITE VEHICLE SPEED SHALL BE LIMITED TO 15 MPH.
5. ALL ON-SITE PERMANENT ROADS SHALL BE PAVED, WATERED AS NEEDED, OR CHEMICALLY STABILIZED.
6. VISIBLE DUST BEYOND THE PROPERTY LINE WHICH EMANATES FROM THE PROJECT SHALL BE PREVENTED TO THE MAXIMUM EXTENT FEASIBLE THROUGH THE USE OF DUST SUPPRESSANT TECHNIQUES IDENTIFIED ABOVE.
7. USE OF DUST SUPPRESSANT TECHNIQUES IDENTIFIED ABOVE.
8. ALL MATERIAL TRANSPORTED OFF-SITE SHALL BE EITHER SUFFICIENTLY WATERED OR SECURELY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST PRIOR TO DEPARTING THE JOB SITE.
9. TRACK-OUT DEVICES SHALL BE USED AT ALL CONSTRUCTION SITE ACCESS POINTS.
10. ALL DELIVERY TRUCK TIRES SHALL BE WATERED DOWN AND/OR SCRAPED DOWN PRIOR TO DEPARTING THE JOB SITE.
11. REPLACE GROUNDCOVER ON DISTURBED AREAS WITHIN THE REQUIRED TIMEFRAMES IDENTIFIED IN RULE 403.

DUST CONTROL MEASURES & RECORDKEEPING

PRIOR TO ISSUANCE OF ANY GRADING PERMIT, THE GRADING PLAN SHALL INDICATE DUST MANAGEMENT MEASURES FOR REVIEW AND APPROVAL BY THE CITY ENGINEER, TO IDENTIFY VIABLE DUST CONTROL MEASURES AND INCLUDE A MONITORING PLAN TO BE IMPLEMENTED THROUGHOUT THE CONSTRUCTION PHASES OF THE SPECIFIC PLAN. IN ACCORDANCE WITH THE SPECIFIC PLAN AND CITY'S MUNICIPAL CODE, THE DUST MANAGEMENT MEASURES SHALL MINIMIZE WIND-BLOWN PARTICLES BY INCLUDING:

- AN EROSION AND SEDIMENT CONTROL PLAN TO MINIMIZE WIND OR WATERBORNE TRANSPORT OF SOIL ONTO ADJACENT PROPERTIES, STREETS, STORM DRAINS, OR DRAINAGES.
- DEVELOPER AND CONSTRUCTION CONTRACTOR SHALL IMPLEMENT DUST CONTROL MANAGEMENT PLAN MEASURES AND MONITORING IN ACCORDANCE WITH THE LATEST VERSION OF SCAQMD RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK, INCLUDING TABLES 1, 2 AND 3 OF SAID HANDBOOK.
- A MONITORING PLAN WILL BE IMPLEMENTED USING THE LATEST VERSION OF SCAQMD RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK.
- DEVELOPER AND CONSTRUCTION CONTRACTOR SHALL MAINTAIN RECORD KEEPING OF IMPLEMENTATION OF DUST CONTROL MEASURES USING THE LATEST SAMPLE PROVIDED IN THE SCAQMD RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK.

(80) HYDROSEED NOTES

1. SCARIFY SOIL TO DEPTH OF ONE-HALF INCHES (1/2").
2. 24 HOURS PRIOR TO THE APPLICATION OF SEED, IRRIGATE APPLICATION AREA TO A MINIMUM DEPTH OF FOUR INCHES (4").
3. THE HYDROSEED SLURRY SHALL HAVE THE FOLLOWING SPECIFICATIONS PER ACRE:
   - A. COMMERCIAL FERTILIZER: 200 LBS. 15-15-15 (IRRIGATED NATIVE MIXES)
   - B. 300 LBS I.B.D.U. 31-0-0
   - C. SOIL CONDITIONER 500 LBS. CALCIUM CARBONATE (US GYPSUM OR EQUAL)
   - D. FIBER MULCH
     1. 2,000 LBS. 100% WOOD FIBER, SLOPE APPLICATIONS 4:1 AND STEEPER (CONWED OR ECO-FIBER OR EQUAL)
     2. 1,500 LB., 100%WOOD FIBER, FLAT APPLICATIONS LESS THAN 4:1 (CONWED OR ECO-FIBER OR EQUAL)
   - E. ORGANIC SOIL STABILIZER
     1. 150 LB. ECOLOGICAL CONTROLS M-BINDER, SLOPES.
     2. 80 LB. ECOLOGICAL CONTROLS M-BINDER, FLAT.
   - F. MICROBIAL INNOCULANT
     1. 60 LB. AM-120 (PER ACRE).
4. APPLICATION
   - A. APPLY HYDROMULCH WITH SOIL THOROUGHLY MOIST.
   - B. APPLY FIBER SEED, FERTILIZER, SOIL CONDITIONER, SOIL STABILIZER AND WATER AT RECOMMENDED RATES.
5. THIRTY (30) DAYS AFTER SEEDING FERTILIZER WITH SIX (6) LB., 16-20-0 PER 1,000 SQ. FEET AND IRON SULFATE AT THE RATE OF THWO (2) POUNDS PER 1,000 SQ. FT.

HYDROSEED MIX

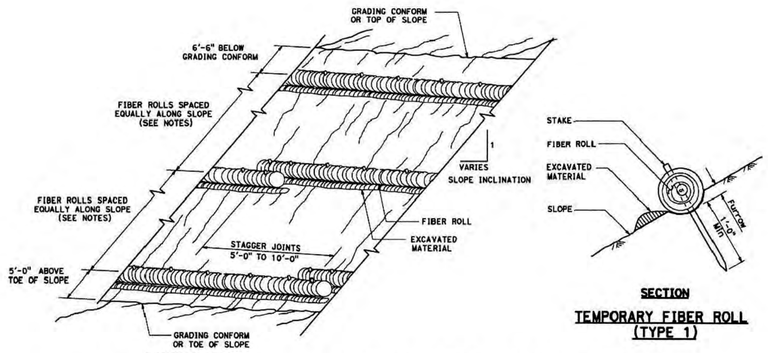
(IN ACCORDANCE WITH MM HAZ-12)

SPECIES	PURE LIVE SEED BS/ACRE
FESTUCA MICROSTACHYS	6.0
MUHLENBERGIA MICROSPERMA	1.0
TRIFOLIUM CLICOLATUM	2.0
ESCHSCHOLZIA CALIFORNICA	1.0
STIPA HYMENOIDES	6.0
ELYMUS ELYMOIDES	2.0
TRIFOLIUM HIRTUM, HYKON	8.0
LUPINUS BICOLOR	1.5
LASTHENIA CALIFORNICA	0.5

NOTE: PLS LBS/ACRE = LBS/ACRE. PLS LBS/ACRE IS THE MOST ACCURATE WAY SPECIFY SEEDS AND TAKES INTO ACCOUNT BOTH PURITY AND GERMINATION. PLS % = % PURITY X % GERMINATION.

IF SEED MIX IS HYDRAULICALLY APPLIED, THE FOLLOWING SLURRY COMPONENTS SHALL BE USED:

FOR SLOPES BETWEEN 10:1 AND 3:1:	
WOOD FIBER MULCH	2,000 LBS/ACRE
HYDROPOST PREMIUM COMPOSITE	1,000 LBS/ACRE
ECOLOGY CONTROLS M-BINDER	150 LBS/ACRE
FOR SLOPES 3:1 AND STEEPER:	
FLEXTERRA HP-FGM	3,500 LBS/ACRE
HYDROPOST PREMIUM COMPOST	1,000 LBS/ACRE



PERSPECTIVE

SECTION

TEMPORARY FIBER ROLL (TYPE 1)

(81) SEDIMENT (FIBER) ROLL DETAILS

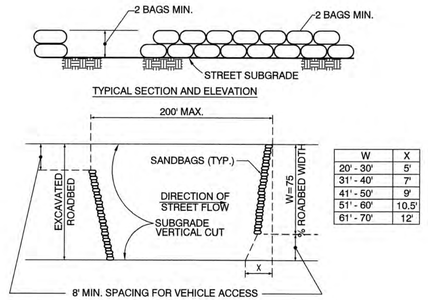
CALTRANS STD. DWG. NO. T56, TYPE 1
N.T.S.

VELOCITY CHECK DAM SPACING	
STREET GRADE	INTERVAL
0%-2%	200'
2%-4%	100'
4%-10%	50'

SLOPE PROTECTION AT TOE AND FACE OF SLOPE

TABLE 1-CRITICAL SLOPE/SHEET FLOW LENGTH COMBINATION

SLOPE PERCENTAGE	SHEET FLOW LENGTH NOT TO EXCEED
0%-25%	20'
20%-50%	15'
OVER 50%	10'



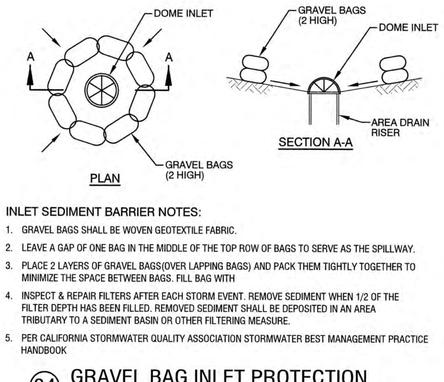
TYPICAL SECTION AND ELEVATION

PLAN VIEW

W	X
20' - 30'	5'
31' - 40'	7'
41' - 50'	9'
51' - 60'	10.5'
61' - 70'	12'

(83) VELOCITY REDUCER/SEDIMENT TRAP

N.T.S.



INLET SEDIMENT BARRIER NOTES:

1. GRAVEL BAGS SHALL BE WOVEN GEOTEXTILE FABRIC.
2. LEAVE A GAP OF ONE BAG IN THE MIDDLE OF THE TOP ROW OF BAGS TO SERVE AS THE SPILLWAY.
3. PLACE 2 LAYERS OF GRAVEL BAGS(OVER LAPPING BAGS) AND PACK THEM TIGHTLY TOGETHER TO MINIMIZE THE SPACE BETWEEN BAGS. FILL BAG WITH
4. INSPECT & REPAIR FILTERS AFTER EACH STORM EVENT. REMOVE SEDIMENT WHEN 1/2 OF THE FILTER DEPTH HAS BEEN FILLED. REMOVED SEDIMENT SHALL BE DEPOSITED IN AN AREA TRIBUTARY TO A SEDIMENT BASIN OR OTHER FILTERING MEASURE.
5. PER CALIFORNIA STORMWATER QUALITY ASSOCIATION STORMWATER BEST MANAGEMENT PRACTICE HANDBOOK

(84) GRAVEL BAG INLET PROTECTION

N.T.S.

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
12/6/2022
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
2/4/2022
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/4/22
DATE

EROSION & SEDIMENT CONTROL PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 12

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESERVOIR Created: 09.25.2020 10:07:16 AM Author: MDS Last Edit: 01.06.2022 11:33:02 AM By: Station178
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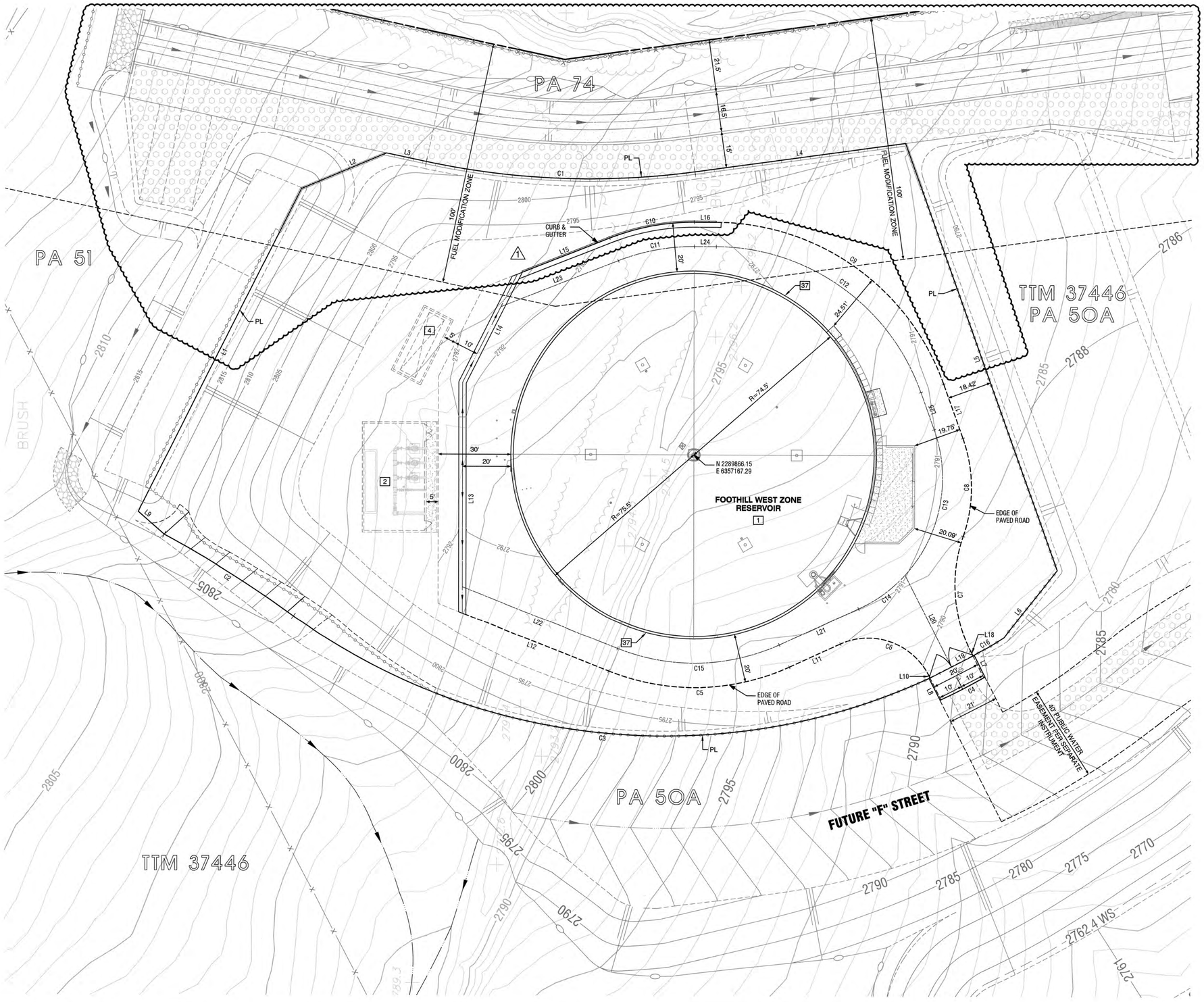

LINE TABLE		
#	BEARING	DISTANCE
L1	N63° 09' 44"W	148.56'
L2	N22° 48' 44"W	38.05'
L3	N11° 51' 37"E	16.83'
L4	N07° 54' 23"W	87.81'
L5	N70° 12' 00"E	186.07'
L6	N51° 29' 34"W	35.25'
L7	N62° 55' 28"E	10.01'
L8	N62° 55' 28"E	10.01'
L9	N41° 00' 22"E	14.23'
L10	N62° 55' 28"E	1.18'
L11	N24° 25' 24"W	23.16'
L12	N21° 29' 53"E	63.41'
L13	N90° 00' 00"W	94.69'

CURVE TABLE				
#	Δ	R	L	T
C1	19°46'00"	323.25'	111.52'	56.32'
C2	7°23'20"	488.00'	62.93'	31.51'
C3	60°24'09"	262.00'	276.21'	152.50'
C4	4°25'29"	272.00'	21.01'	10.51'
C5	45°55'17"	95.50'	76.54'	40.46'
C6	87°20'52"	28.00'	42.69'	26.73'
C7	46°25'44"	60.00'	48.62'	25.73'
C8	39°09'12"	60.00'	41.00'	21.34'
C9	70°12'00"	100.00'	122.52'	70.28'
C10	21°29'53"	95.50'	35.83'	18.13'
C11	21°29'53"	85.50'	32.08'	16.23'
C12	70°12'00"	90.00'	110.27'	63.25'
C13	62°10'51"	59.00'	64.03'	35.58'
C14	23°11'44"	59.00'	23.89'	12.11'
C15	45°55'17"	85.50'	68.53'	36.22'
C16	3°08'57"	262.00'	14.40'	7.20'

NOTES:

1. PROPOSED 3.76 MG FOOTHILL WEST ZONE RESERVOIR PER MECHANICAL ENGINEER'S PLANS.
2. PROPOSED MOUNTAIN NORTH ZONE BOOSTER STATION. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
4. PROPOSED EMERGENCY GENERATOR WITH CONTAINMENT CURB. TO BE CONSTRUCTED WITH ATWELL DEVELOPMENT PHASE 3A.
37. PROPOSED RESERVOIR FOOTING PER MECHANICAL ENGINEER'S PLAN.

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REV. GRADING FOR ADD DRAINAGE CHANNEL.	APPR	DATE
1			

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
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SENIOR CIVIL ENGINEER
2/9/2022 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/9/22 DATE

HORIZONTAL CONTROL PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

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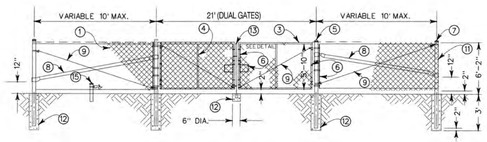
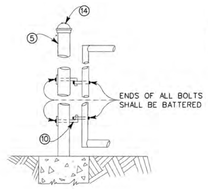


21' DOUBLE DRIVE GATE



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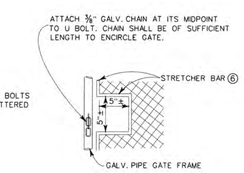
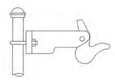
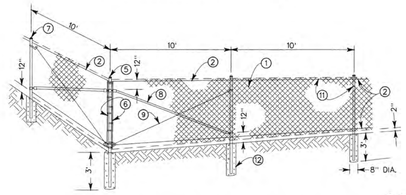


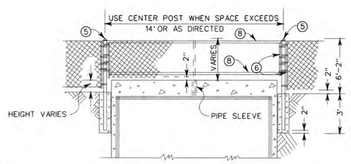
GATE LOCKING DETAIL



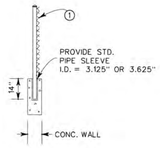
GATE KEEPER



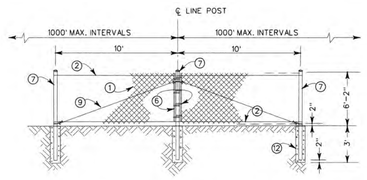
END OR CORNER POST ASSEMBLY



HEADWALL FENCE ASSEMBLY



CHANNEL WALL FENCE



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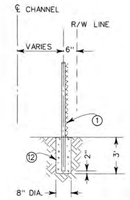


FENCE LOCATION

NOTE

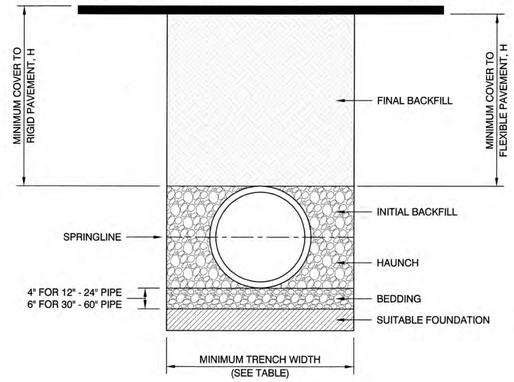
1. CHAIN LINK FENCE 72" FABRIC (9 GAGE)
2. 7 GAGE SPRING STEEL TENSION WIRE
3. 1.660" O.D. GALV. PIPE FOR GATE FRAME. TIE FABRIC TO TOP AND BOTTOM OF FRAME.
4. 1.660" O.D. GALV. STIFFENER.
5. GATE, END & CORNER POSTS 2.875" O.D.
6. STRETCHER BAR ⅜" X ¾" MIN.
7. LINE POST 2.375" O.D.
8. BRACE REQUIRED ACROSS ALL HEADWALLS OR PARAPETS. 1.660" O.D.
9. ¾" TENSION ROD WITH TENSION ADJUSTMENT.
10. HINGE BOLTS ⅝".
11. GAGE 11 WIRE TIES
12. 2000 p.s.i. (4 SACK CONC.)
13. PLUNGER ROD
14. CAPS ON ALL POSTS
15. GATE KEEPER

NOTE

FENCING MATERIAL SHALL CONFORM TO SECTION 206-6 OF STD. SPEC. FOR PUBLIC WORKS CONSTRUCTION. LATEST EDITION EXCEPT THE FENCE FABRIC SHALL HAVE A KNUCKLED FINISH ON ONE EDGE AND A TWISTED AND BARBED FINISH ON THE OTHER EDGE.

(4)(5) CHAIN LINK FENCE DETAILS

RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT - STD. NO. M801
NTS



RECOMMENDED MINIMUM TRENCH WIDTHS

PIPE DIAMETER	MINIMUM TRENCH WIDTH
6"	23"
8"	26"
10"	28"
12"	30"

NOTES

1. ALL PIPE SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, "STANDARD PRACTICE FOR UNDERGROUND INSTALLATION OF THERMOPLASTIC PIPE FOR SEWERS AND OTHER GRAVITY FLOW APPLICATIONS", LATEST ADDITION

2. MEASURES SHOULD BE TAKEN TO PREVENT MIGRATION OF NATIVE FINES INTO BACKFILL MATERIAL, WHEN REQUIRED.

3. FOUNDATION: WHERE THE TRENCH BOTTOM IS UNSTABLE, THE CONTRACTOR SHALL EXCAVATE TO A DEPTH REQUIRED BY THE ENGINEER AND REPLACE WITH SUITABLE MATERIAL AS SPECIFIED BY THE ENGINEER. AS AN ALTERNATIVE AND AT THE DISCRETION OF THE DESIGN ENGINEER, THE TRENCH BOTTOM MAY BE STABILIZED USING A GEOTEXTILE MATERIAL.

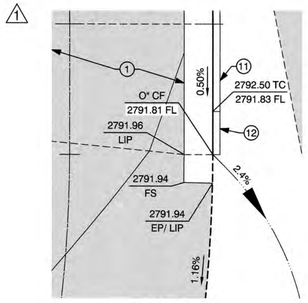
4. BEDDING: SUITABLE MATERIAL SHALL BE CLASS I, II OR III. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. UNLESS OTHERWISE NOTED BY THE ENGINEER, MINIMUM BEDDING THICKNESS SHALL BE 4" (100mm) FOR 4"-24" (100mm-600mm); 6" (150mm) FOR 30"-60" (750mm-1500mm).

5. INITIAL BACKFILL: SUITABLE MATERIAL SHALL BE CLASS I, II OR III IN THE PIPE ZONE EXTENDING TO THE CROWN OF PIPE. THE CONTRACTOR SHALL PROVIDE DOCUMENTATION FOR MATERIAL SPECIFICATION TO ENGINEER. MATERIAL SHALL BE INSTALLED AS REQUIRED IN ASTM D2321, LATEST EDITION.

6. MINIMUM COVER: MINIMUM COVER, H, IN NON-TRAFFIC APPLICATIONS (GRASS OR LANDSCAPE AREAS) IS 12" FROM THE TOP OF PIPE TO GROUND SURFACE. ADDITIONAL COVER MAY BE REQUIRED TO PREVENT FLOTATION. FOR TRAFFIC APPLICATIONS, MINIMUM COVER, H, IS 12" UP TO 48" DIAMETER PIPE AND 24" OF COVER FOR 60" DIAMETER PIPE, MEASURED FROM TOP OF PIPE TO BOTTOM OF FLEXIBLE PAVEMENT OR TO TOP OF RIGID PAVEMENT. FOR TRAFFIC APPLICATIONS WITH LESS THAN FOUR FEET OF COVER, EMBEDMENT OF THE PIPE SHALL BE USING ONLY A CLASS I OR CLASS II BACKFILL.

(30)(31)(32) N-12 HDPE STORM DRAIN PIPE, TYPICAL TRENCH DETAIL

ADS PIPE OR APPROVED EQUAL
INSTALL PIPE PER MANUFACTURER'S SPECIFICATIONS
NTS



DETAIL 'A'

SCALE: 1" = 5'

GRADING & PAVING IMPROVEMENTS:

1. CONSTRUCT 6" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE
11. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2. (NO CLASS II AGGREGATE BASE)
12. CONSTRUCT CURB TERMINUS PER DETAIL SHT. NO. 2.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
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REVISIONS

MARK		APPR.	DATE
1	REV. GRADING FOR ADD DRAINAGE CHANNEL.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
1/26/2022
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
2/9/2022
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/9/22
DATE

PAVING, GRADING & DRAINAGE PLAN
FOOTHILL WEST ZONE RESERVOIR
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 12

PAVING, GRADING & DRAINAGE PLAN, FOOTHILL WEST ZONE RESERVOIR

MDS Proj. Data: I:\89440\ENGINEERING\Plans\PGrade\FWZ RESERVOIR Created: 11.29.2021 02:59:41 PM Author: MDS Last Edit: 01.06.2022 11:45:03 AM By: Station178
MDS File: 89440-FWZ RESVR PG-Sht12 (Detail).dwg Plot Scale: 1" = 1' Dwg Scale: 1
Plot Date: 01.25.2022 4:54:06 PM By: station178

Bond No: CMS331789
Premium: $982.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Wilson Street Storm Drain Improvements per Sheets 8 and 9 Tract No. 3798-1, 37298-2, 37298- 3, 37298 Atwell Storm Drain Improvement Plan ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Forty Five Thousand Five Hundred Twenty Five & 00/100 Dollars ($245,525.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

VP, Community Development
(Title of officer)

Date: 5-18-15

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public - California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331789
Premium: Included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Wilson Street Storm Drain Improvements per Sheets 8 and 9 Tract No. 37298-1, 37298-2, 37298-3, 37298 Atwell Storm Drain Improvement Plan ; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Hundred * Dollars ($ 245,525.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

* Forty Five Thousand Five Hundred Twenty Five & 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

V.P. Community Development
(Title of officer)

Date: 7-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNING
AUG 06 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	7/25/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Storm Drain, Wilson Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM DRAIN IMPROVEMENTS				
24" RCP	LF	9	$ 70.00	$ 630.00
48" RCP	LF	1,382	$ 110.00	$ 152,020.00
Catch Basin (W=28') w/ Local Depression	Each	1	$ 7,000.00	$ 7,000.00
Manhole No. 2	Each	4	$ 5,000.00	$ 20,000.00
38" X 60" Elliptical RCP	LF	122	$ 165.00	$ 20,130.00
Concrete Flared End Section	Each	1	$ 2,500.00	$ 2,500.00
Rock Rip Rap	CY	78	$ 40.00	$ 3,120.00
Remove Existing Headwall	Each	1	$ 1,500.00	$ 1,500.00
Remove Existing 48" CMP	LF	18	$ 50.00	$ 900.00
R&R Pavement	SF	175	$ 4.00	$ 700.00
Remove Existing Junction Structure	Each	1	$ 2,000.00	$ 2,000.00
Manhole No. 2 w/ Omitted Shaft	Each	1	$ 3,000.00	$ 3,000.00
SUBTOTAL				**$ 213,500.00**
15% Contingency				**$ 32,025.00**
TOTAL				**$ 245,525.00**

Bond No: CMS331791
Premium: $3,248.00

797

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Wilson Street Sewer Improvements per Sheets 3 and 14 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Eight Hundred Eleven Thousand Nine Hundred Forty Three & 70/100 Dollars ($811,943.70), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: Jeff Chan
(Signature of authorized officer)

V.P. Community Development
(Title of officer)

Date: 9-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Seal

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

802

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of June, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 21st day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

803

Bond No: CMS331790
Premium: Included in the cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Wilson Street Sewer Improvements per Sheets 3 and 14 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Eight Hundred Eleven* Dollars ($ 811,943.70), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Nine Hundred Forty Three and 70/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: Jeff Chan
(Signature of authorized officer)

V.P. Community Development
(Title of officer)

Date: 5-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis
Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

808

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of June, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 21st day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNNG
AUG 13 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/13/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Sewer, Wilson Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Main	LF	2,427	$ 60.00	$ 145,620.00
12-inch Main	LF	1,464	$ 80.00	$ 117,120.00
15-inch Main	LF	1,530	$ 100.00	$ 153,000.00
Manhole	Each	25	$ 4,000.00	$ 100,000.00
Adjust Manhole to Grade	Each	25	$ 500.00	$ 12,500.00
Remove Portion of Ex. Main and Join	Each	1	$ 1,000.00	$ 1,000.00
Water-tight Cap	Each	7	$ 250.00	$ 1,750.00
R&R Pavement	SF	30,227	$ 4.00	$ 120,908.00
Steel Casing	LF	50	$ 100.00	$ 5,000.00
Jack & Bore	LS	1	$ 30,000.00	$ 30,000.00
Join Ex. Sewer Manhole & Reconstruct Channel	Each	1	$ 1,500.00	$ 1,500.00
Remove Existing 10" Sewer	LF	8	$ 30.00	$ 240.00
Abandon Ex. Sewer Pipe & Slurry Fill	LF	950	$ 7.00	$ 6,650.00
Abandon Ex. SS MH & Remove Upper Portion	Each	3	$ 2,000.00	$ 6,000.00
12" X 4" Wye	Each	5	$ 250.00	$ 1,250.00
15" X 4" Wye	Each	7	$ 500.00	$ 3,500.00
SUBTOTAL				**$ 706,038.00**
15% Contingency				**$ 105,905.70**
TOTAL				**$ 811,943.70**
Faithful Performance (100%)				$ 811,943.70

Inspec Fees = $706,038 * 0.04 = $28,241.52

Bond No: CMS331791
Premium: $227.00

810

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Wilson Street Water Improvements per Sheets 3 and 14 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Fifty Six Thousand Six Hundred Fifty Five & 75/100 Dollars ($56,655.75), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: Jeff Chan
(Signature of authorized officer)

V.P. Community Development
(Title of officer)

Date: 5-18-15

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of June, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 21st day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331791
Premium: Included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Wilson Street Water Improvements per Sheets 3 and 14 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Fifty Six Thousand * Dollars ($ 56,655.75), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Six Hundred Fifty Five & 75/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

VP Community Development
(Title of officer)

Date: 9-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

821

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of June, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 21st day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNNG
AUG 07 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/7/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Water, Wilson Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	211	$ 60.00	$ 12,660.00
8-inch Gate Valve	Each	2	$ 2,000.00	$ 4,000.00
18-inch Butterfly Valve	Each	6	$ 3,500.00	$ 21,000.00
18-inch Fitting	Each	3	$ 1,000.00	$ 3,000.00
4" Blowoff	Each	1	$ 2,500.00	$ 2,500.00
Adjust Water Valve to Grade (1st adjustment)	Each	8	$ 200.00	$ 1,600.00
Remove & Replace Pavement in Kin	SF	599	$ 5.00	$ 2,995.00
Remove Portion of Water Main & Join	Each	3	$ 750.00	$ 2,250.00
8-inch Fitting	Each	4	$ 250.00	$ 1,000.00
SUBTOTAL				**$ 51,005.00**
15% Contingency				**$ 7,650.75**
TOTAL				**$ 58,655.75**
GRAND TOTAL, WATER IMPROVEMENTS				**$ 1,800,894.25**
			Faithful Performance (100%)	$ 1,800,894.25
			Labor & Material (100%)	$ 1,800,894.25

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[ ] FINAL TRACT MAP NO. 37298-1 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37298-1
NAME AND ADDRESS OF SUBDIVIDER(S):	PARDEE HOMES 1250 CORONA POINTE CT, #600 CORONA, CA 92881
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: see dates below

IMPROVEMENT/PLAN NO.:	Sewer Imp Plans - Approved 8/07/2019 Water Imp Plans - Approved 8/07/2019 Street Imp Plans - Approved 7/15/2019 Storm Drain Imp Plans - Approved 7/15/2019	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$15,949,531.92
	GRADING	$0
	MONUMENTATION	$3,296,834.96
	TOTAL:	$19,246,366.88
FORM OF IMPROVEMENT SECURITY:	[ ] AAA Corporate surety bonds [ ] Deposit of money	
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	RLI Insurance Company (Name of Corporate Entity) 6303 Owensmouth Ave, 10th Floor (Street Address) Woodland Hills, CA 91367 (City) (State) (Zip)	

SURETY BOND NUMBERS (if applicable):

Apex Street
- Storm Drain Bond#CMS331784
- Sewer Bond#CMS331785
- Street Bond#CMS331786
- Water Bond#CMS331787
- Non Potable Water Bond#CMS331788

Atwell Drive
- Water Bond#CMS331797
- Street Bond#CMS331798

Creekside Avenue
- Sewer Bond#CMS331780
- Storm Drain Bond#CMS331781
- Water Bond#CMS331782
- Street Bond#CMS331783

Highland Springs Avenue
- Storm Drain Bond#CMS331799
- Street Bond#CMS331800
- Water Drain Bond#CMS331801

Landmark Way
- Water Bond#CMS331792
- Street Bond#CMS331793
- Sewer Bond#CMS331794
- Storm Drain Bond#CMS331795
- Non Potable Water Bond#CMS331796

Meadowline Way
- Street Bond#CMS331802
- Water Bond#CMS331803
- Non Potable Water Bond#CMS331804
- Storm Drain Bond#CMS331805
- Sewer Bond#CMS331806

Wilson Street
- Storm Drain Bond#CMS331789
- Sewer Bond#CMS331790
- Water Bond#CMS331791
- Street Bond#CMS331807

Monumentation
- 37298-1 BB Bond#CMS331840
- Well NP1 NO Water Bond#CMS331845
- Segment D1 NP Water Bond#CMS331838
- NP Well Site Bond#CMS331837
- NP1 Pump Line NP Water Bond#CMS331836

EFFECTIVE DATE OF AGREEMENT: _____ (to be inserted by City)

COMPLETION PERIOD: All improvements of Tract 37298-1 (including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street, shall be completed within two years from the Effective Date of the Agreement. _____ Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____and ____ of Tract 37298-1.

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2

2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5

4. TIME EXTENSIONS 5

5. IMPROVEMENT SECURITY 6

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY 7

7. INDEMNIFICATION OF CITY BY SUBDIVIDER 9

8. INSURANCE 11

9. OWNERSHIP OF THE IMPROVEMENTS 16

10. PREPARATION AND RECORDATION OF CC&RS 17

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY 17

12. RELATIONSHIP OF THE PARTIES 19

13. ASSIGNMENT 19

14. NOTICES 20

15. ENTIRE AGREEMENT 20

16. SEVERABILITY 20

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS 20

18. GOVERNING LAW 20

19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Jeff Chambers
Title: VP Community Development
Date: 9-18-19

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1
SEWER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(866) 417-1039
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 748-6649
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7926

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB.
ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

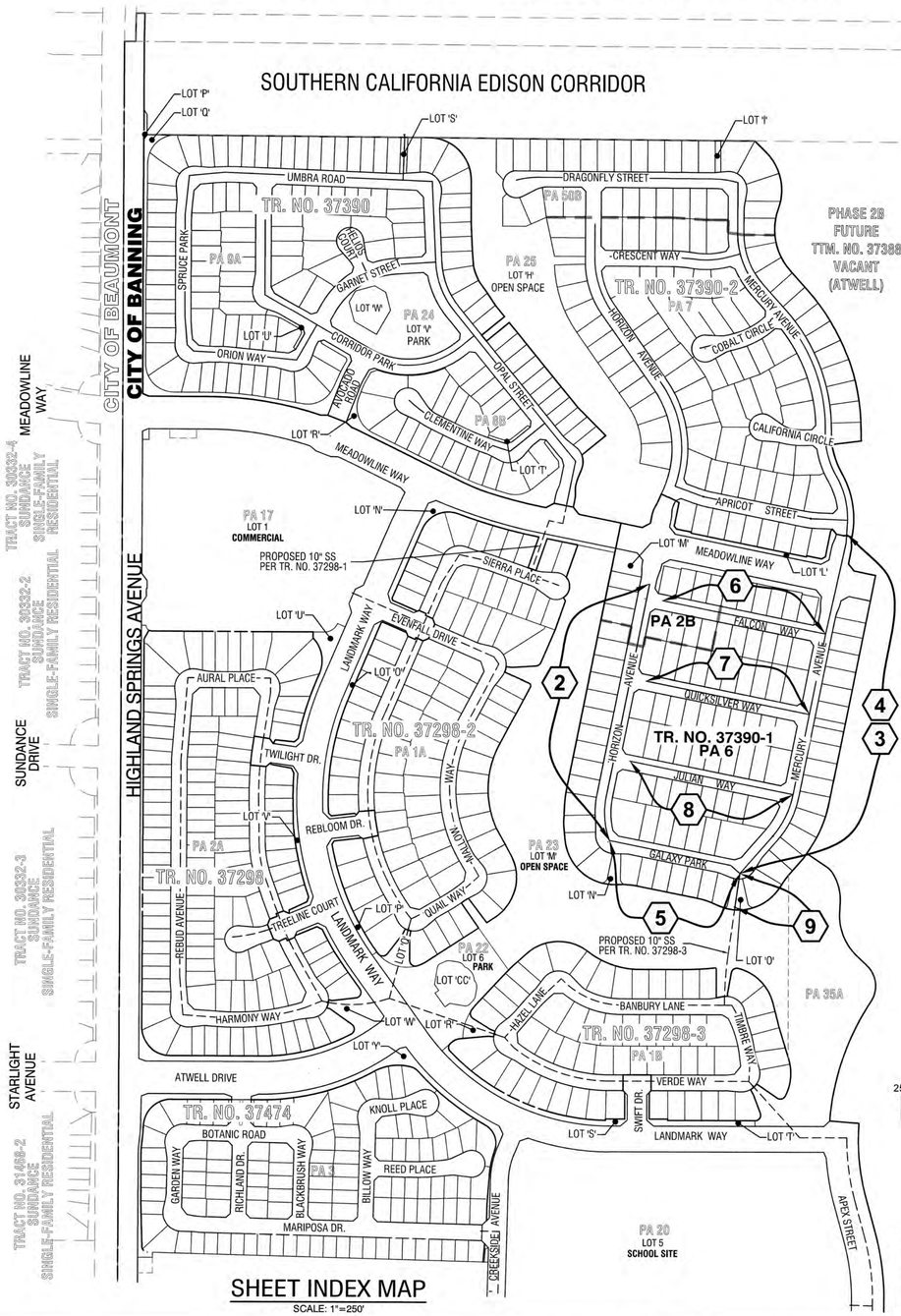
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

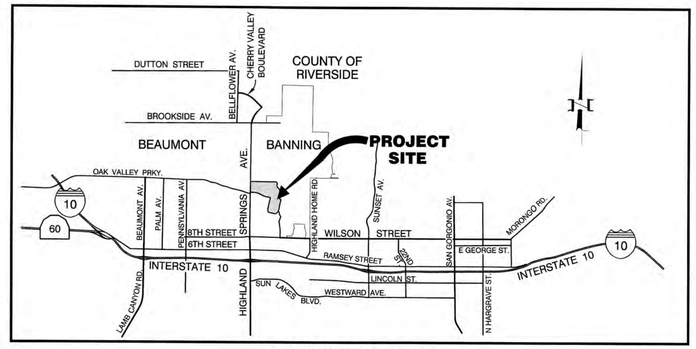
ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- 8" SS — SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS
- B.W — BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

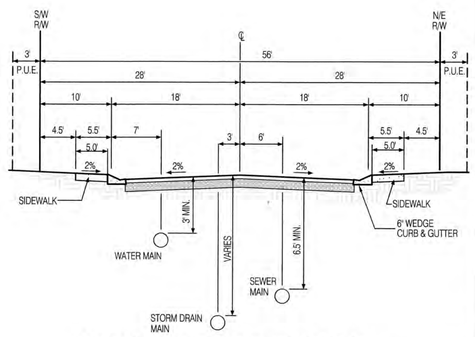
SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-9	SEWER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	4,091
2	INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	116
3	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3	EA	20
4	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9	LF	2,640
5	ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5	EA	20
6	REMOVE CAP AND JOIN 10" PVC SEWER PER TR. NO. 37298-3	EA	1
7	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	319
8	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE	LF	232
9	INSTALL TEMPORARY TERMINAL CLEAN-OUT PER CITY STD. DWG. NO. S-12	EA	1
10	INSTALL TEMPORARY WATER-TIGHT PLUG	EA	1
11	ADJUST TEMPORARY CLEAN-OUT COVER TO GRADE PER CITY STD. DWG. NO. S-5	EA	1
12	REMOVE WATER TIGHT PLUG	EA	1

250 0 125 250 500 1000
(1"=250')

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE. — 3/19/2020
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — DATE 3/2/20
RCE# 052496 EXP. 12-31-20

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Progressive Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 3/31/2020
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/20 — 5/4/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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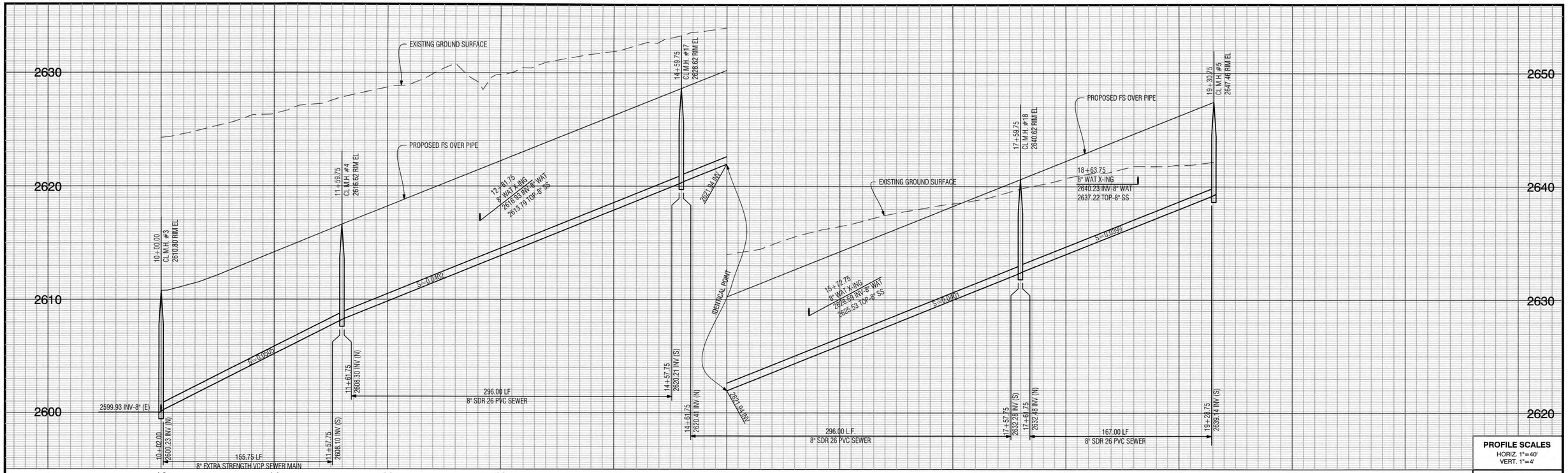
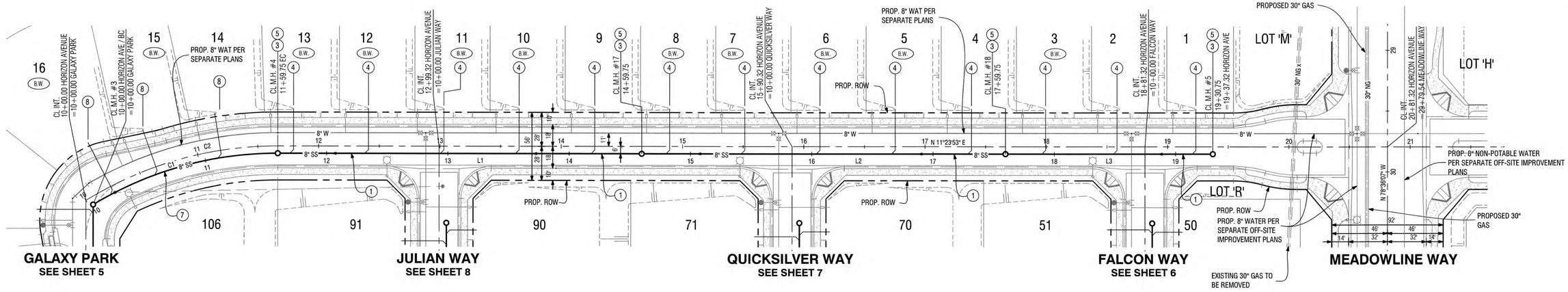


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

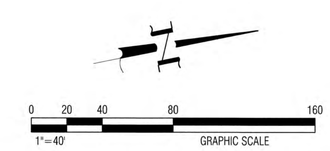
PLAN SCALE
1"=40'



TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
1	2650.0	2647.46	5	
2	2647.6	2647.46	5	
3	2645.1	2647.46	5	X
4	2642.7	2640.62	18	
5	2640.2	2640.62	18	X
6	2637.7	2640.62	18	X
7	2635.2	2640.62	18	X
8	2632.7	2640.62	18	X

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
9	2630.3	2628.62	17	
10	2627.8	2628.62	17	X
11	2625.3	2628.62	17	X
12	2622.8	2628.62	17	X
13	2620.4	2628.62	17	X
14	2617.9	2616.62	4	
15	2615.6	2616.62	4	X
16	2613.8	2616.62	4	X

HORIZON AVENUE



SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
8. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	300.00'
L2	N 11°23'53" E	300.00'
L3	N 11°23'53" E	171.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	31°07'54"	294.00'	159.75'	81.90'
C2	31°34'44"	301.78'	166.33'	85.34'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
3/2/20 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING.CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/14/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
HORIZON AVENUE
STA 10+00.00 TO STA 19+30.75

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

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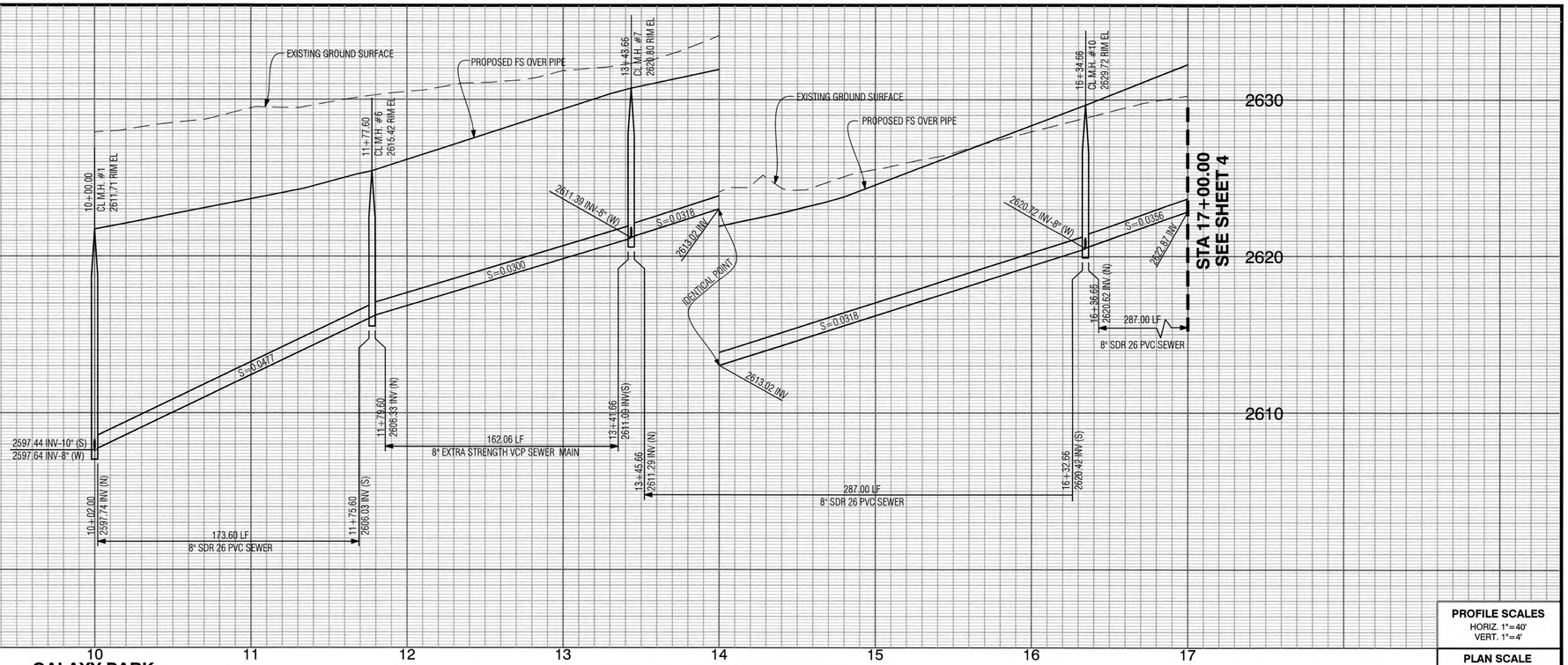
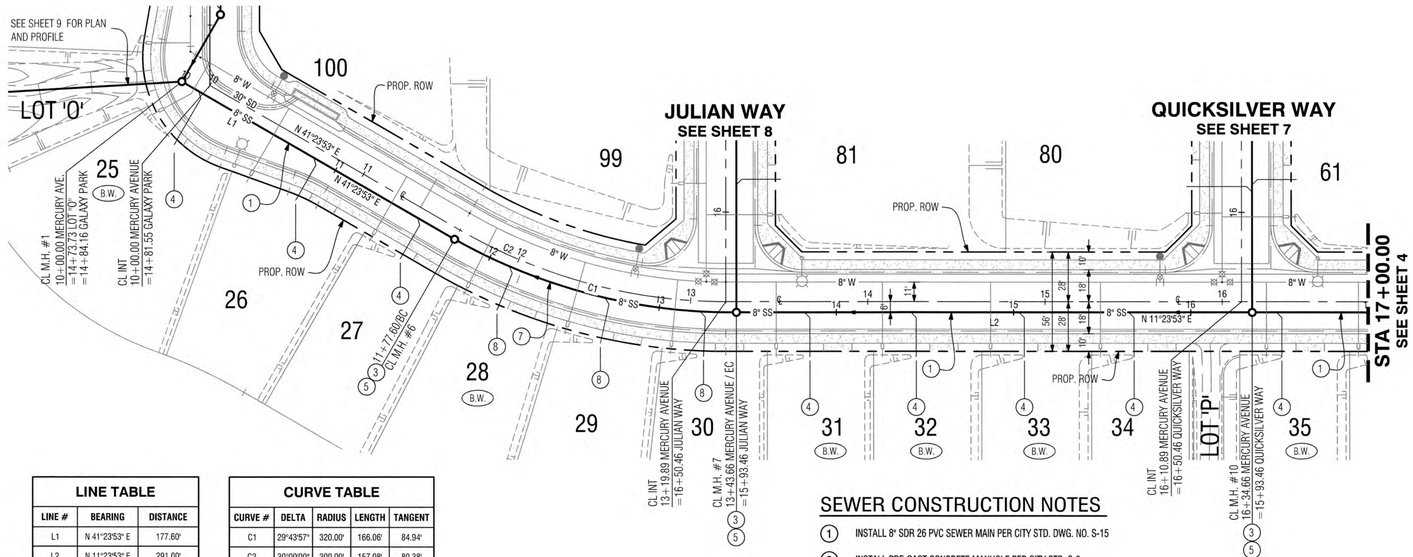
TRACT NO. 37390, SEWER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
25	2614.9	2615.42	6	X
26	2616.2	2615.42	6	
27	2617.7	2615.42	6	
28	2619.6	2620.80	7	X
29	2621.5	2620.80	7	
30	2623.1	2620.80	7	
31	2624.3	2629.72	10	X
32	2625.8	2629.72	10	X
33	2627.8	2629.72	10	X
34	2630.3	2629.72	10	
35	2633.6	2641.36	13	X

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 41°23'53" E	177.60'
L2	N 11°23'53" E	291.00'
L3	N 11°23'53" E	291.00'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	29°43'57"	320.00'	166.06'	84.94'
C2	30°00'00"	300.00'	157.08'	80.38'

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
8. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE

MERCURY AVENUE

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 2/12/20

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 3/31/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/4/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
10+00.00 TO 17+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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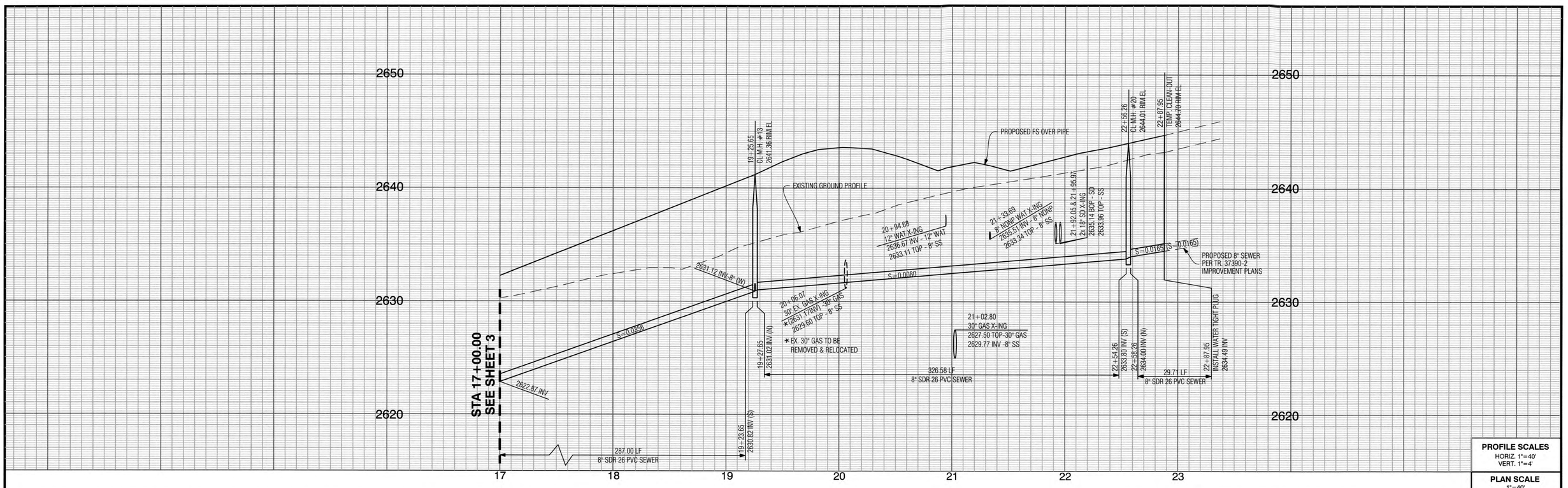
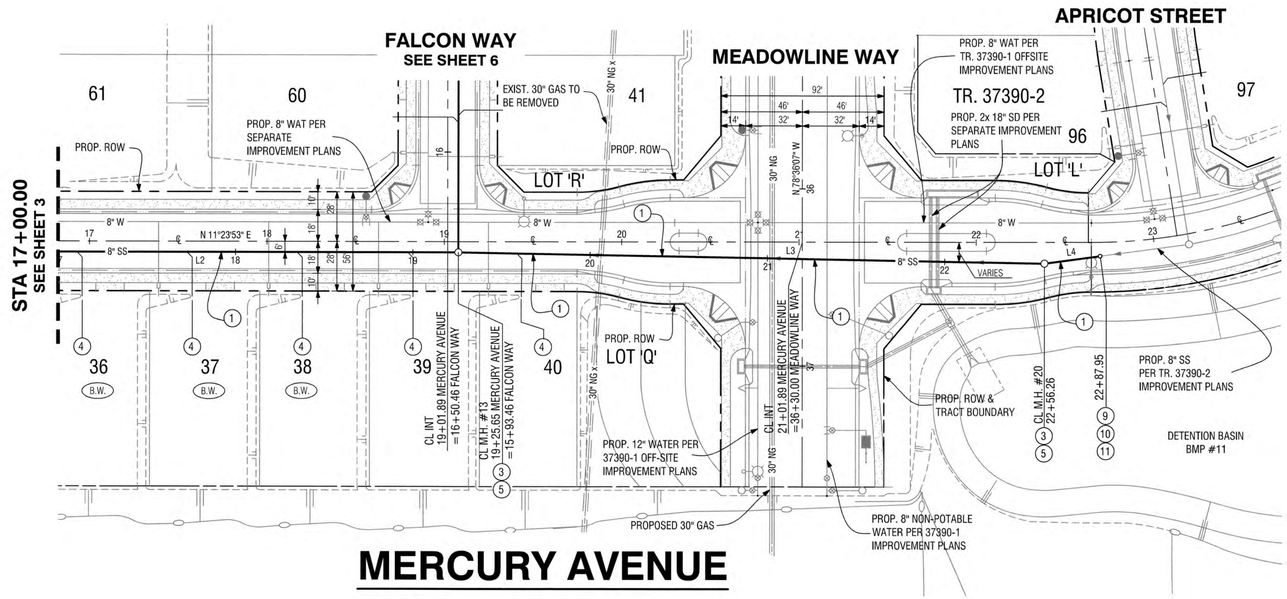


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
36	2636.1	2641.36	13	X
37	2638.5	2641.36	13	X
38	2641.0	2641.36	13	X
39	2643.5	2641.36	13	
40	2645.6	2644.01	20	



LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 11°23'53" E	291.00'
L3	N 12°26'17" E	330.58'
L4	N 3°42'56" E	31.71'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15
8. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE
9. INSTALL TEMPORARY TERMINAL CLEAN-OUT PER CITY STD. DWG. NO. S-12
10. INSTALL TEMPORARY WATER-TIGHT PLUG
11. ADJUST TEMPORARY CLEAN-OUT COVER TO GRADE PER CITY STD. DWG. NO. S-5
12. REMOVE WATER TIGHT PLUG

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-6821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 7/2/20

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 3/31/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/4/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
17+00.00 TO 22+87.95

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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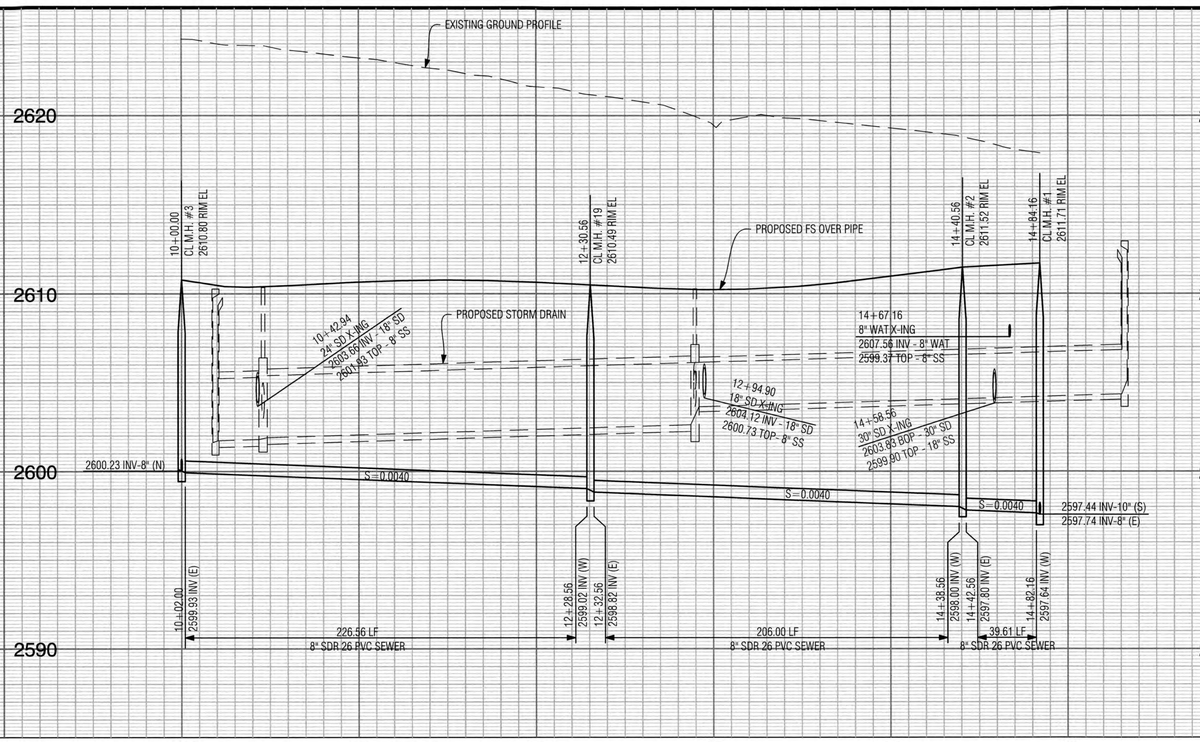


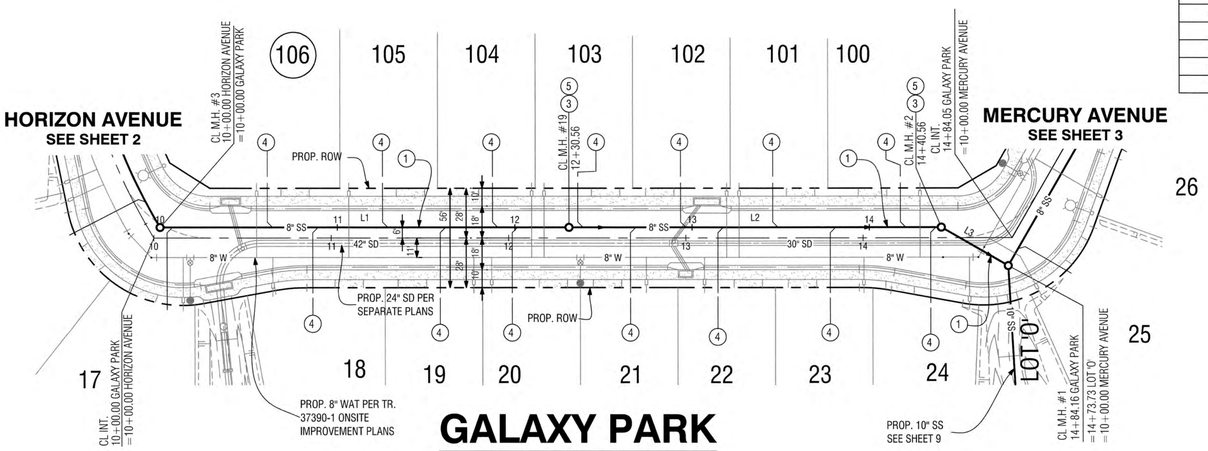
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	230.56'
L2	N 78°36'07" W	210.00'
L3	N 48°36'07" W	43.61'

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
17	2613.2	2610.80	3	
18	2612.7	2610.80	3	
19	2612.7	2610.80	3	
20	2612.7	2610.80	3	
21	2612.4	2610.49	19	
22	2612.4	2610.49	19	
23	2613.0	2610.49	19	
24	2613.5	2610.49	19	

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
100	2613.6	2610.49	19	
101	2612.7	2610.49	19	
102	2612.4	2610.49	19	
103	2612.5	2610.49	19	
104	2612.7	2610.80	3	
105	2612.7	2610.80	3	
106	2612.6	2610.80	3	



SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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Suite 350
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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SENIOR CIVIL ENGINEER
DATE 3/31/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/4/20

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
GALAXY PARK
10+00.00 TO 14+84.16

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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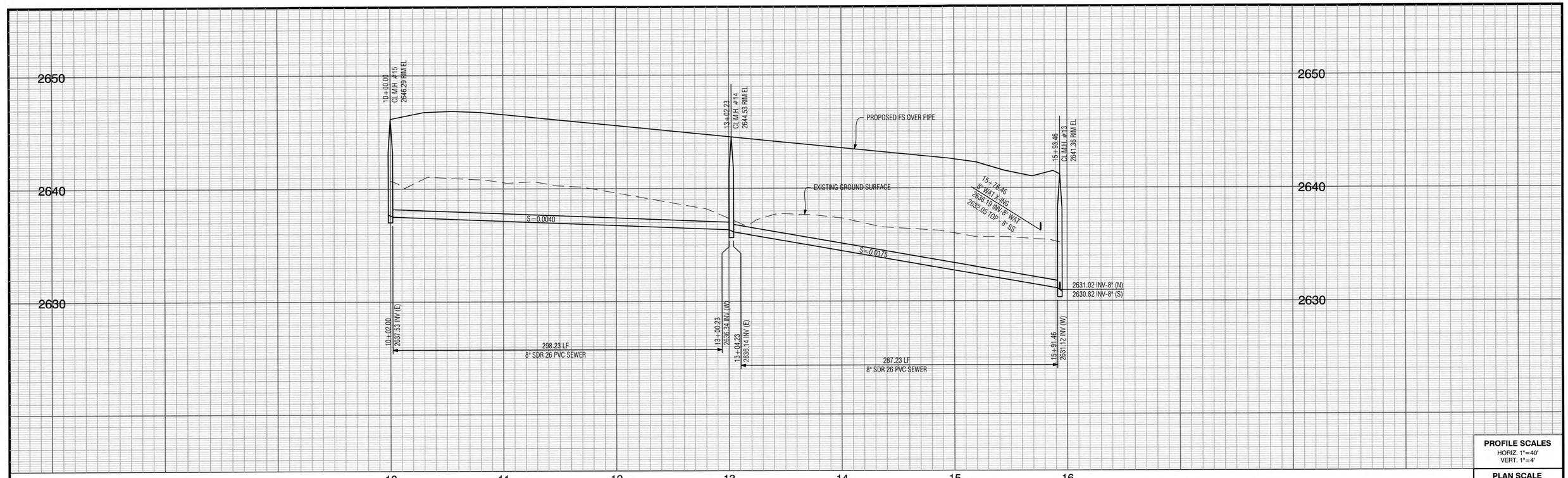
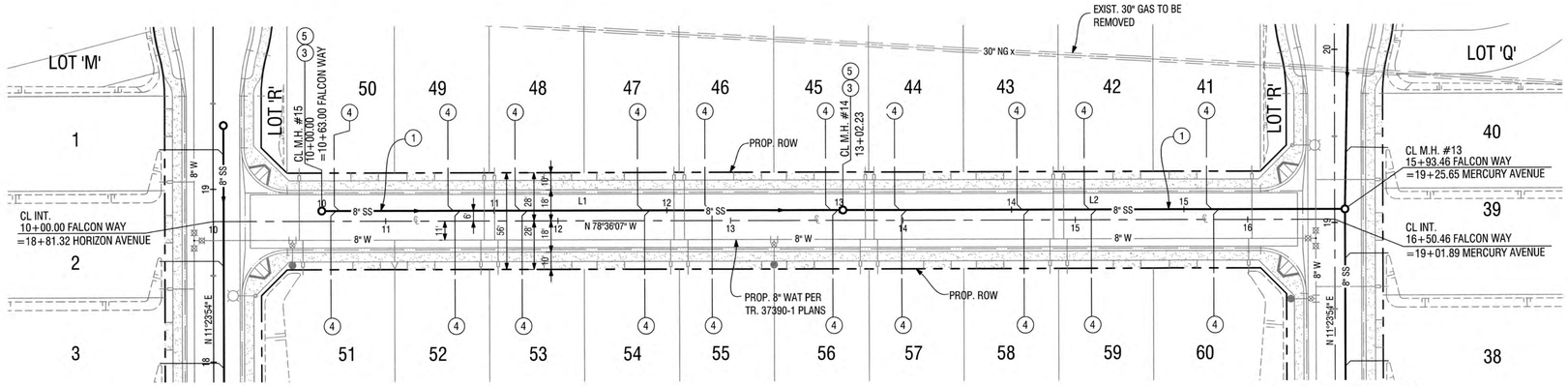


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 4

FALCON WAY

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	302.23'
L2	N 78°36'07" W	291.23'

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
41	2644.7	2644.53	14	
42	2645.2	2644.53	14	
43	2645.8	2644.53	14	
44	2646.3	2644.53	14	
45	2646.9	2646.29	15	
46	2647.4	2646.29	15	
47	2648.0	2646.29	15	
48	2648.5	2646.29	15	
49	2648.9	2646.29	15	
50	2648.9	2646.29	15	

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
51	2648.9	2646.29	15	
52	2648.9	2646.29	15	
53	2648.5	2646.29	15	
54	2648.0	2646.29	15	
55	2647.4	2646.29	15	
56	2646.9	2646.29	15	
57	2646.3	2644.53	14	
58	2645.8	2644.53	14	
59	2645.2	2644.53	14	
60	2644.7	2644.53	14	

0 20 40 80 160
1"=40'
GRAPHIC SCALE

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Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
3/2/20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING.CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020
DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20
DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
FALCON WAY
10+00.00 TO 15+93.46

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

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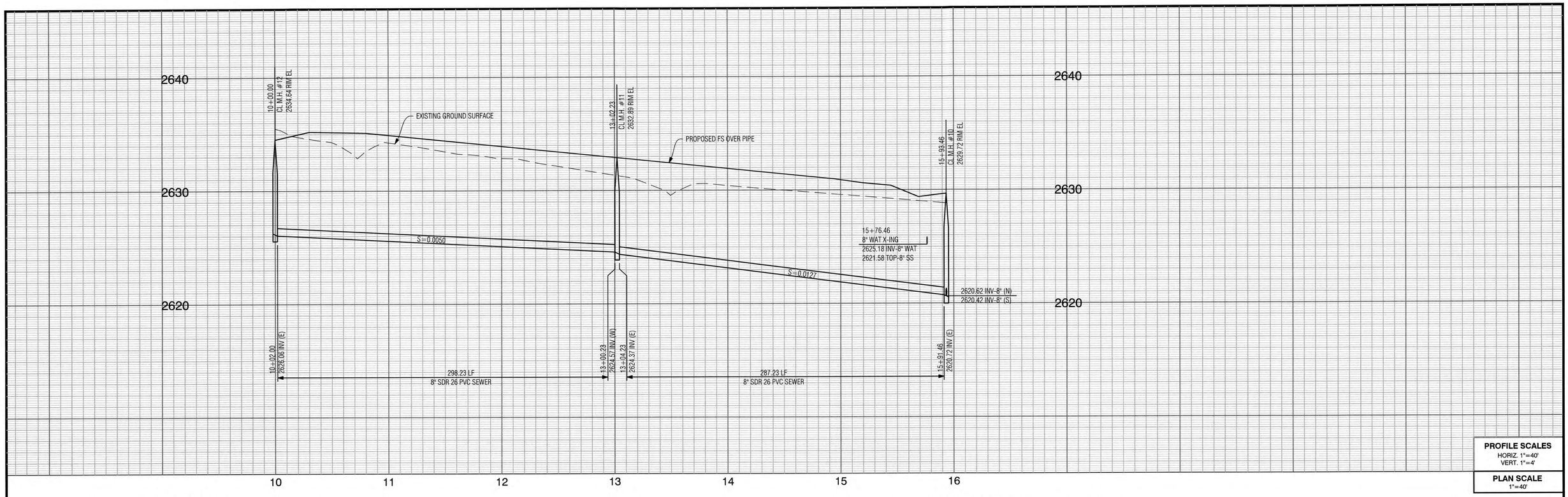
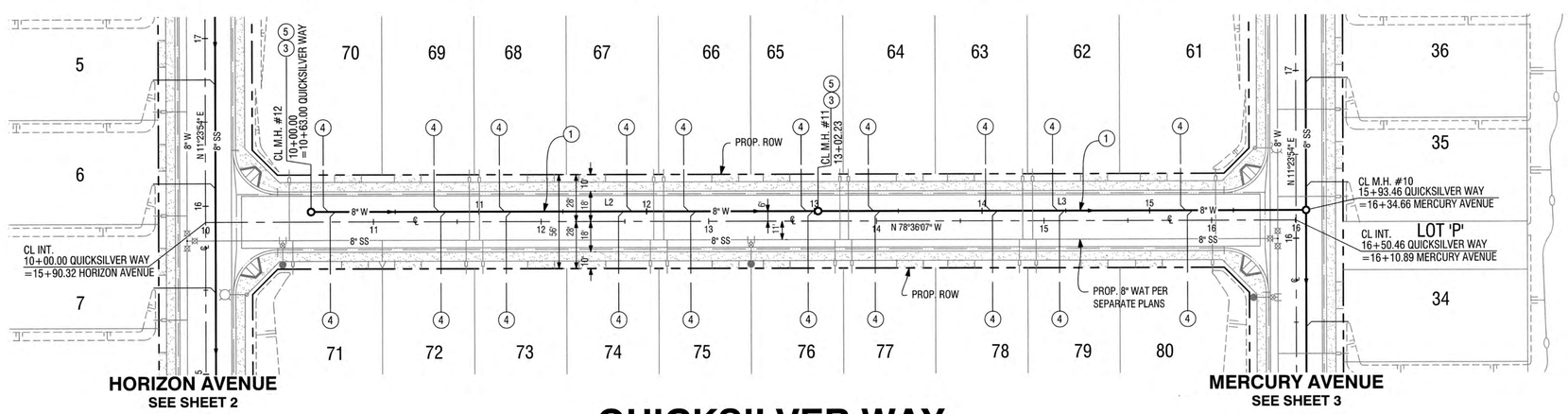


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 3

QUICKSILVER WAY

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
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5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 78°36'07" W	302.23'
L3	N 78°36'07" W	291.23'

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37390-1 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
61	2633.0	2632.89	11	
62	2633.6	2632.89	11	
63	2634.1	2632.89	11	
64	2634.7	2632.89	11	
65	2635.2	2634.65	12	
66	2635.8	2634.65	12	
67	2636.3	2634.65	12	
68	2636.9	2634.65	12	
69	2637.2	2634.65	12	
70	2637.2	2634.65	12	

TRACT NO. 37390-1 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
71	2637.2	2634.65	12	
72	2637.2	2634.65	12	
73	2636.9	2634.65	12	
74	2636.3	2634.65	12	
75	2635.8	2634.65	12	
76	2635.2	2634.65	12	
77	2634.7	2632.89	11	
78	2634.1	2632.89	11	
79	2633.6	2632.89	11	
80	2633.0	2632.89	11	

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
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RCE# 052496 EXP. 12-31-20
3/2/20 DATE

REGISTERED PROFESSIONAL ENGINEER
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CITY OF BANNING
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SENIOR CIVIL ENGINEER
3/31/2020 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
QUICKSILVER WAY
10+00.00 TO 15+93.46

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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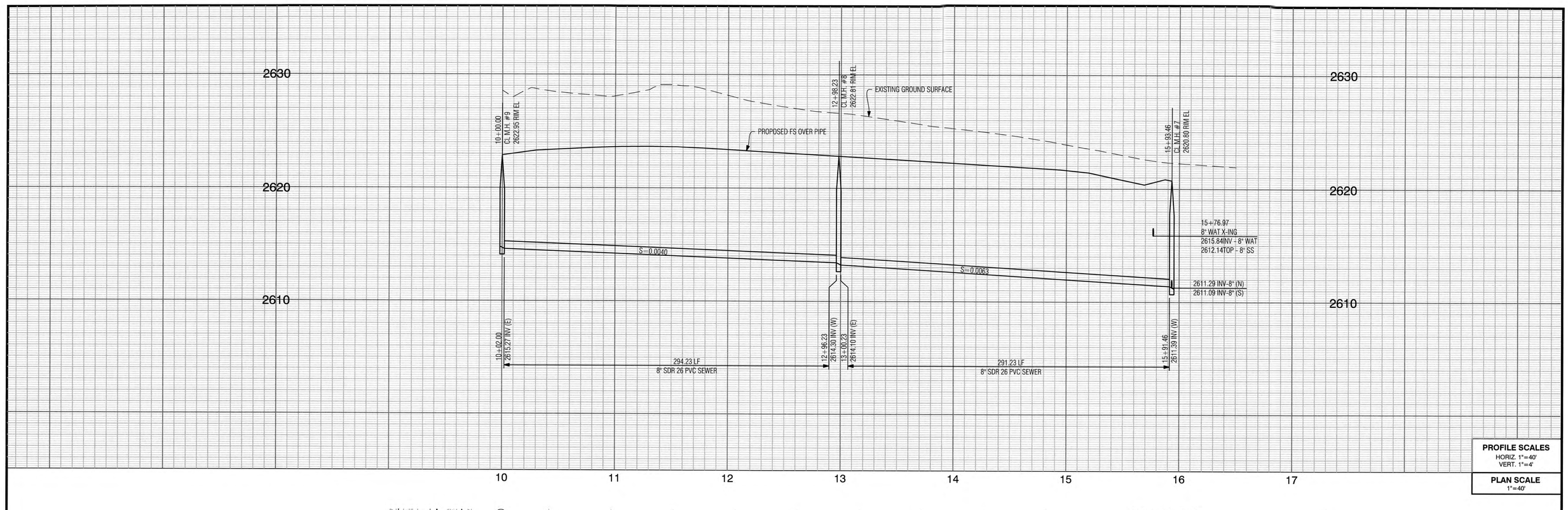

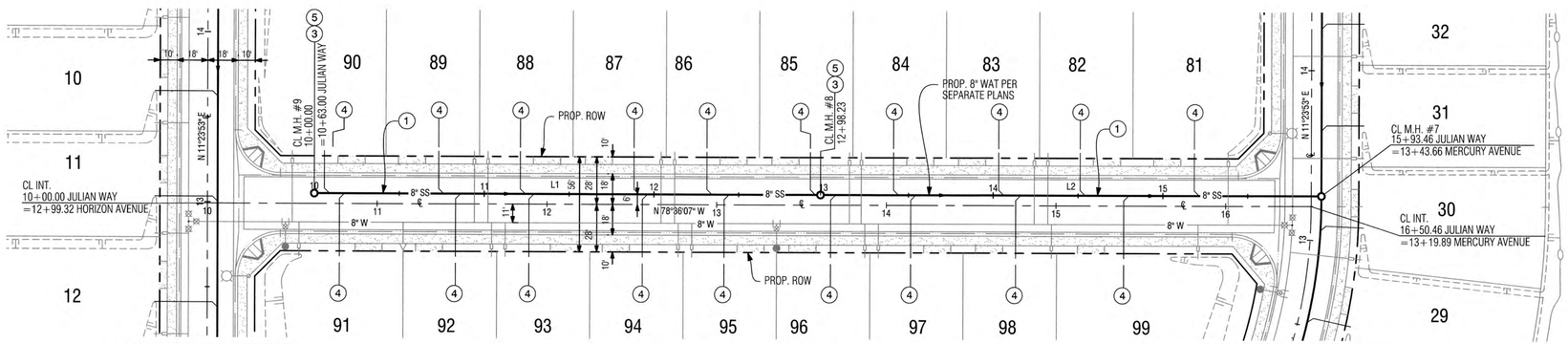

JULIAN WAY

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
81	2623.7	2622.81	8	
82	2624.0	2622.81	8	
83	2624.3	2622.81	8	
84	2624.7	2622.81	8	
85	2625.0	2622.95	9	
86	2625.3	2622.95	9	
87	2625.6	2622.95	9	
88	2625.6	2622.95	9	
89	2625.6	2622.95	9	
90	2625.3	2622.95	9	

TRACT NO. 37390-1 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
91	2625.4	2622.95	9	
92	2625.6	2622.95	9	
93	2625.6	2622.95	9	
94	2625.5	2622.95	9	
95	2625.2	2622.95	9	
96	2624.9	2622.95	9	
97	2624.6	2622.81	8	
98	2624.3	2622.81	8	
99	2624.0	2622.81	8	

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	298.23'
L2	N 78°36'07" W	295.23'

SEWER CONSTRUCTION NOTES

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

N

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
2/7/20 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
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Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JULIAN WAY
10+00.00 TO 15+93.46

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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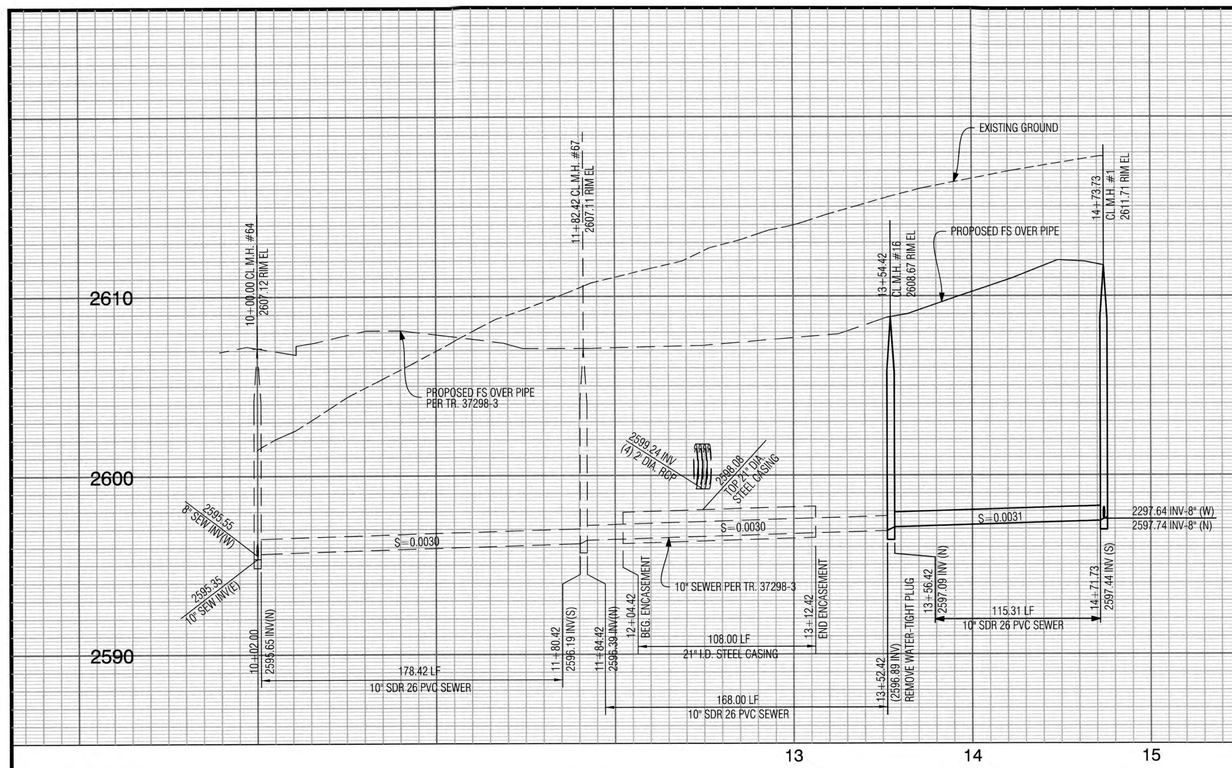
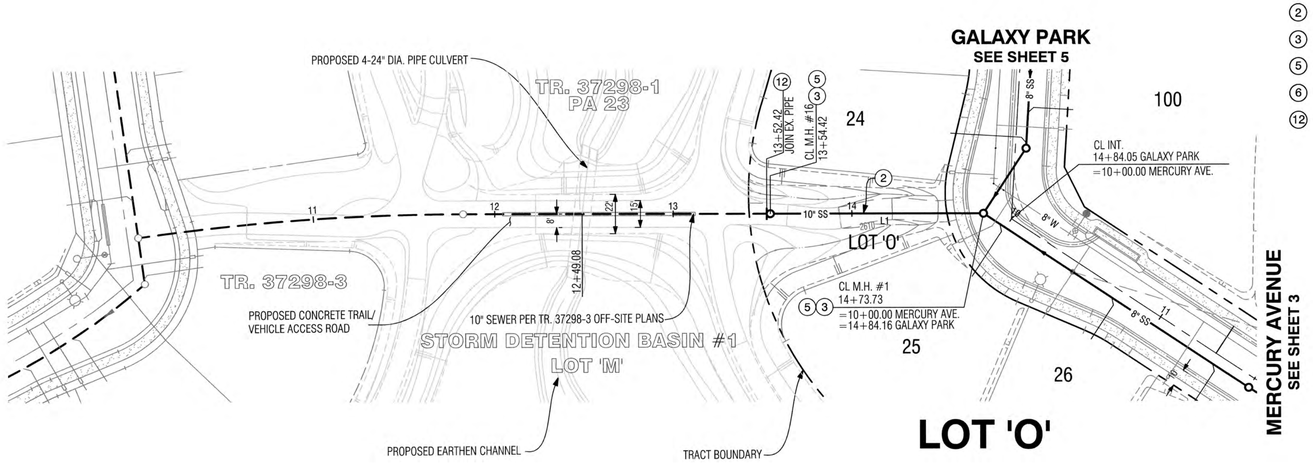




SEWER CONSTRUCTION NOTES

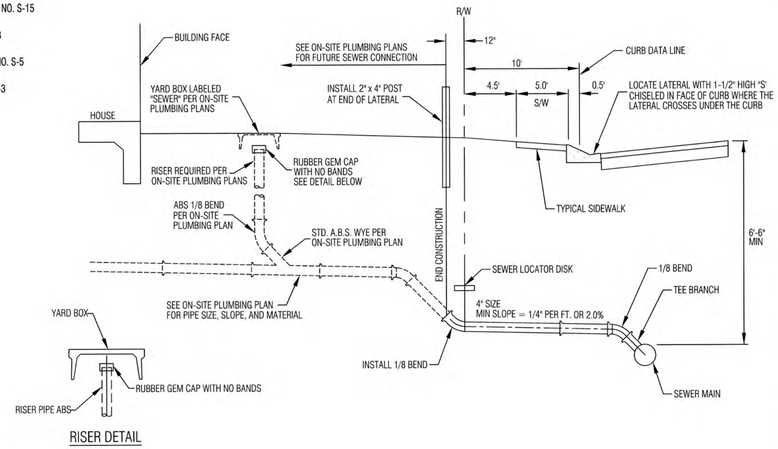
(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15

(3) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3

(5) ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

(6) REMOVE CAP AND JOIN 10" PVC SEWER PER TR. NO. 37298-3

(12) REMOVE WATER TIGHT PLUG



RISER DETAIL

(4)(7) HOUSE LATERAL
MODIFIED CITY STD. DWG. NO. S-22
N.T.S.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

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SENIOR CIVIL ENGINEER
3/31/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/4/20 DATE

SEWER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
LOT "O"
13+52.42 TO 14+71.73

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390, SEWER IMPROVEMENT PLAN

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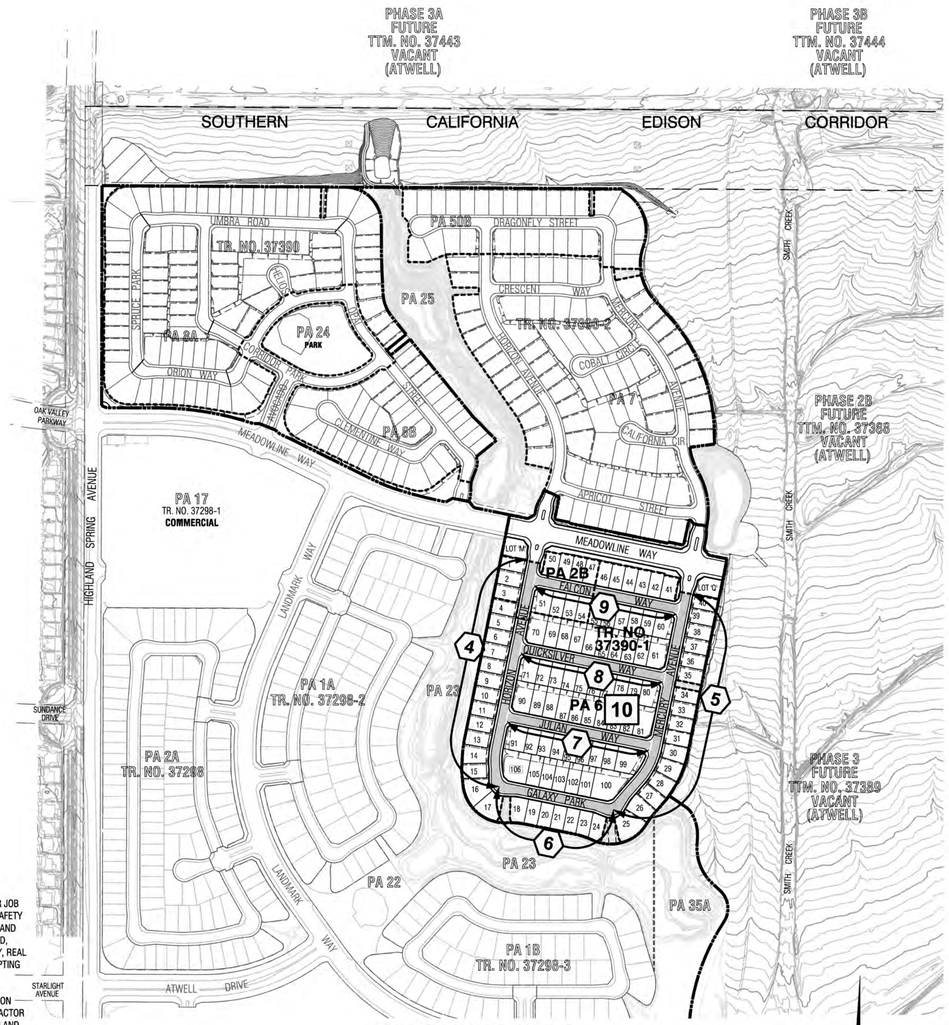
IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1 ATWELL
ON-SITE STREET IMPROVEMENT PLAN

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK": THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS.CALL {951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON- METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-277-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCT/ON CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCT/ON CONTROL STAKING.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCT/ON SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCT/ON AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.G. PAVEMENT AND/ OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/ OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.



SHEET INDEX MAP

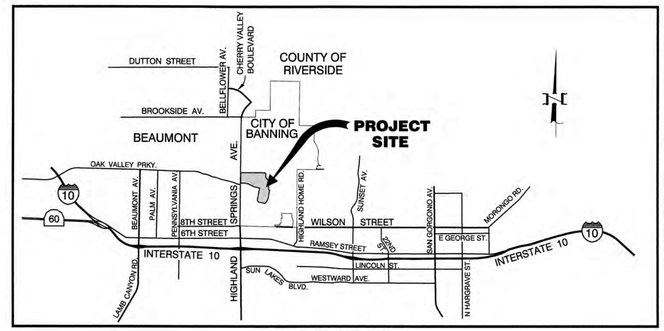
SCALE: 1"=300'

LEGEND

	TRACT BOUNDARY
℄	STREET CENTERLINE
	SIDEWALK
	PROPOSED CURB & GUTTER
55	LOT NUMBER
106	HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER
SD	PROPOSED STORM DRAIN
SS	PROPOSED SANITARY SEWER
DW	PROPOSED POTABLE WATER
RCW	PROPOSED NON-POTABLE WATER
	PROPOSED RETAINING WALL
3 / 10	STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER
	SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER

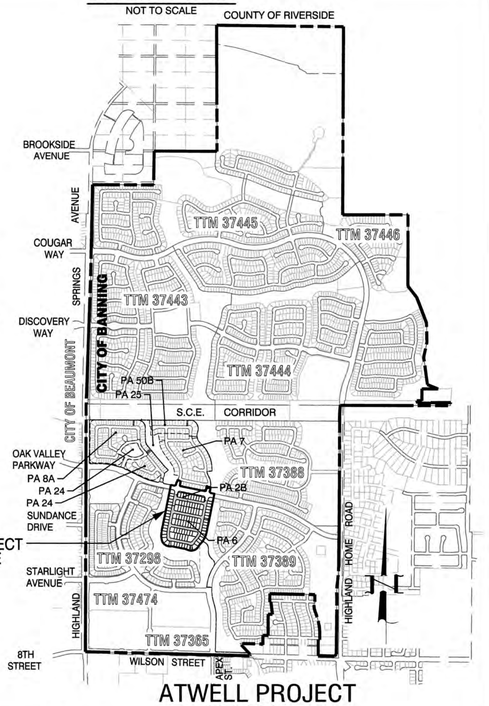
ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
CVC	CENTER VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING



VICINITY MAP

NOT TO SCALE



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012,408-120-013 & 408-120-020

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10

NPDES GENERAL NOTES:

SEE NPDES GENERAL NOTES SHEET 2.

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
5/12/2020

GRAPHIC SCALE
300 0 150 300 600 1200
(IN FEET)
1 inch = 300 ft.

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007, FOR CITY OF BEAUMONT.
3. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS", 2018 EDITION.
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS", 2015.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, REVISION 4.
6. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

SHEET INDEX

SHEET	1	TITLE SHEET, GENERAL NOTES, SHEET INDEX MAP, AND VICINITY MAP
SHEET	2	TYPICAL STREET SECTION, DETAILS, CONSTRUCTION NOTES AND QTYS
SHEET	3	DETAILS
SHEET	4	HORIZON AVENUE - STREET PLAN AND PROFILE
SHEET	5	MERCURY AVENUE - STREET PLAN AND PROFILE
SHEET	6	GALAXY PARK - STREET PLAN AND PROFILE
SHEET	7	JULIAN WAY - STREET PLAN AND PROFILE
SHEET	8	QUICKSILVER WAY - STREET PLAN AND PROFILE
SHEET	9	FALCON WAY - STREET PLAN AND PROFILE
SHEET	10	SIGNING AND STRIPING PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/14/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
TITLE SHEET & SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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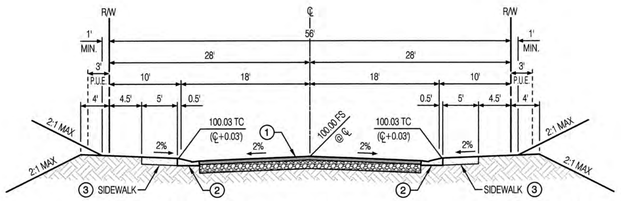
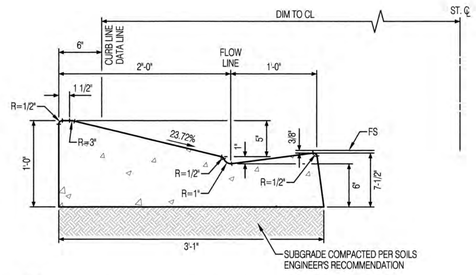


HORIZON AVENUE, MERCURY AVENUE, GALAXY PARK, JULIAN WAY, QUICKSILVER WAY AND FALCON WAY (PUBLIC)

(MODIFIED LOCAL RESIDENTIAL STREET) TI=5.5

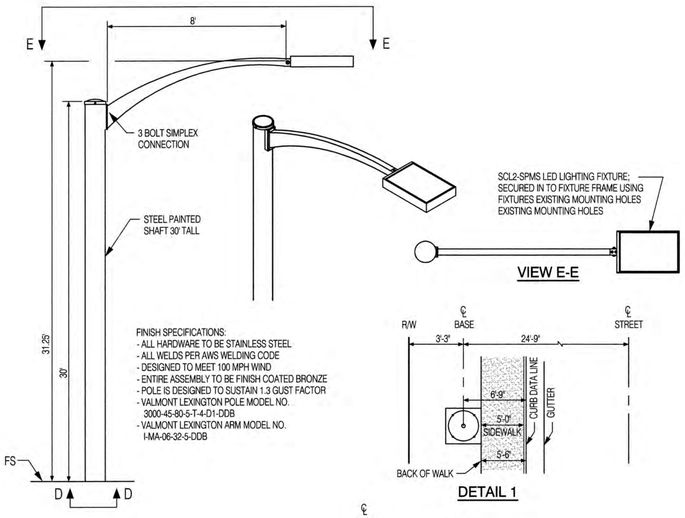
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISH WORK SHALL PROVIDENT AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF A ACCESS RAMP.

2 6" WEDGE CURB & GUTTER CURB

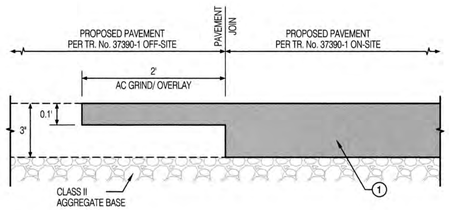
NTS



NOTES:
1. THE BOLT PATTERN TEMPLATE SHOWN IS TYPICAL FOR MANY POLES. CONTRACTOR TO OBTAIN PROPER TEMPLATE FOR THE SPECIFIC POLE USED.
2. CONTACT THE C.O.B. ELECTRIC INSPECTOR 24 HOURS PRIOR TO POURING THE CONCRETE BASE. THE CONCRETE BASE MUST SIT FOR A MINIMUM OF 3 DAYS BEFORE INSTALLING STREETLIGHT POLE.
3. THE STREETLIGHT FOUNDATION SHALL BE CONSTRUCTED IN ONE POUR OF CONCRETE CLASS 560-C-3250 WITH A MAXIMUM 4-INCH SLUMP PER REQUIREMENTS LISTED IN SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE BOTTOM OF THE FOUNDATION SHALL REST SECURELY ON FIRM, UNDISTURBED SOIL AND SURROUNDING SOIL MUST BE COMPACTED TO AT LEAST 90%.
4. IN EXTREME SOIL CONDITIONS AND WITH WRITTEN APPROVAL BY THE C.O.B. ELECTRIC INSPECTOR, 30' OF #6 BARE COPPER SOFT-DRAWN WIRE MAY BE INSTALLED IN LIEU OF THE PREFERRED GROUND ROD. 24" OF THIS GROUND MUST BE SPOOLED ABOVE THE CONCRETE BASE INSIDE OF THE STREETLIGHT POLE AND THE EXCESS WIRE BELOW THE CONCRETE BASE MUST BE COILED NEATLY IN THE FIRMLY TAMPED SOIL.

11 LED SOLAR STREET LIGHT INSTALLATION BEHIND SIDEWALK

NTS



14 AC GRIND/ OVERLAY

NTS

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	STREET IMPROVEMENTS	UNIT	QUANTITY
1	CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.	SF	133,375
2	CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.	LF	8,175
3	CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.	SF	172
4	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').	SF	41,115
5	CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3	EA	12
6	CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.	SF	4,370
7	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	5
8	ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	30
9	ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	18
10	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	2
11	INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.	EA	8
13	REMOVE 2x4 REDWOOD HEADER.	LF	72
14	CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. HEREON.	SF	124
	SIGNING AND STRIPING	**UNIT**	**QUANTITY**
20	INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 10.	EA	7
21	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. ON SHT. NO. 10.	EA	6
22	INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. ON SHT. NO. 10.	EA	8
23	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	6
24	INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.	LF	108
25	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.	EA	12

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/6/2020
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL:
KEVIN D. SIN, RCE #71299 — EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/20/20
DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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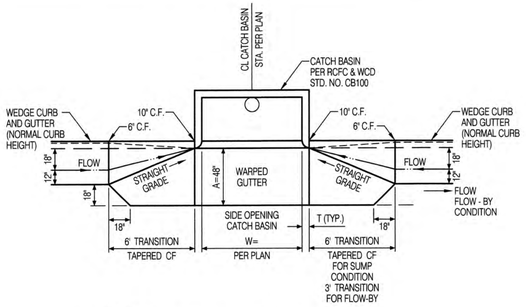
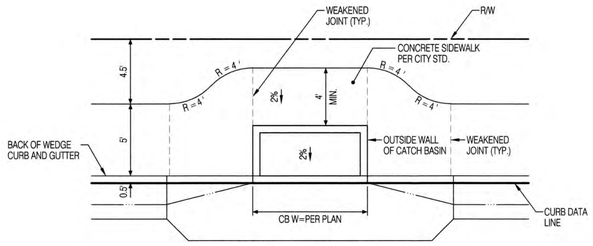


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED.
   T=SEE STANDARD DRAWING 300(A) DIMENSIONS.
   W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

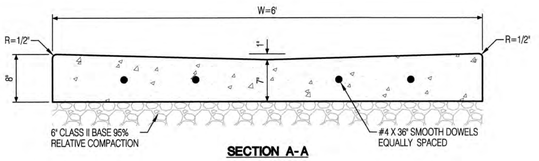
7 MODIFIED LOCAL DEPRESSION

R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS

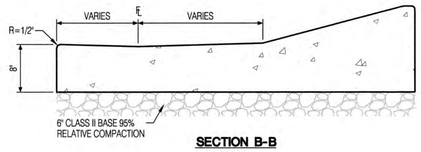


3 EXTENDED SIDEWALK AT CATCH BASIN

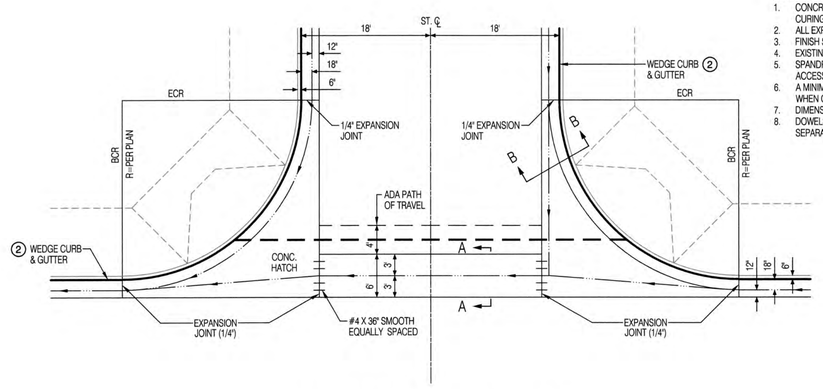
CB #1-4 & CB #T-1
NTS



SECTION A-A



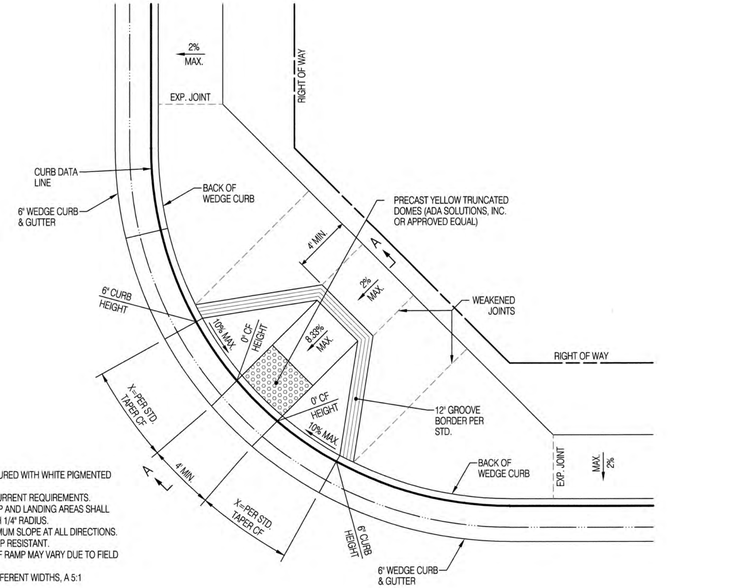
SECTION B-B



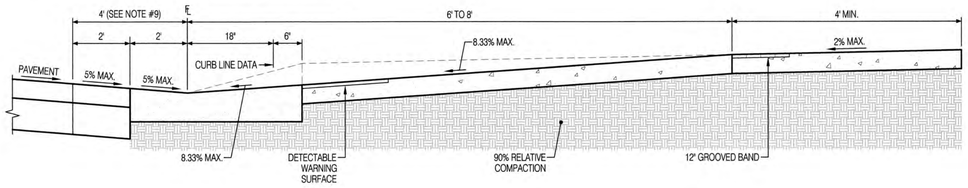
NOTES:
1. CONCRETE SHALL BE CLASS 560-C-3250 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. SPANDREL WEAKENED PLANE JOINT LOCATIONS WILL BE DETERMINED BY ACCESS RAMP LOCATIONS.
6. A MINIMUM OF 1' WIDE AC PAVEMENT (FULL DEPTH) REPAIR PATCH IS REQUIRED WHEN CROSS-GUTTER IS PLACED ADJACENT TO EXISTING A.C. PAVEMENT.
7. DIMENSIONS MAY BE INCREASED DEPENDING ON DRAINAGE CONSIDERATIONS.
8. DOWELS REQUIRED WHEN CROSS-GUTTER AND SPANDREL POURED SEPARATELY.

6 MODIFIED CROSS GUTTER

CITY STD. DWG. NO. C-211
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL ACCESS RAMPS SHALL CONFORM TO ADA CURRENT REQUIREMENTS.
3. P.C.C. THICKNESS OF 4" FROM BCR TO ECR, RAMP AND LANDING AREAS SHALL BE MONOLITHIC.JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
4. LANDING AT TOP OF RAMP SHALL HAVE 2% MAXIMUM SLOPE AT ALL DIRECTIONS.
5. RAMP SURFACE AND FLARED SIDES SHALL BE SLIP RESISTANT.
6. DIMENSIONS SHOWN FOR SLOPING PORTIONS OF RAMP MAY VARY DUE TO FIELD CONDITIONS.
7. WHERE NEW SIDEWALK JOINS EXISTING WITH DIFFERENT WIDTHS, A 5:1 TRANSITION IS REQUIRED.
8. DETECTABLE WARNING MATERIAL TO BE APPROVED BY CITY ENGINEER.
9. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4 FEET OF THE BOTTOM OF THE CURB RAMP.



SECTION A-A

5 MODIFIED ACCESS RAMP, TYPE I

CITY STD. DWG. NO. C-214
NTS

Call before you Dig
Avoid cutting underground utility lines, it's costly.
Call 811 OR 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/4/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 — EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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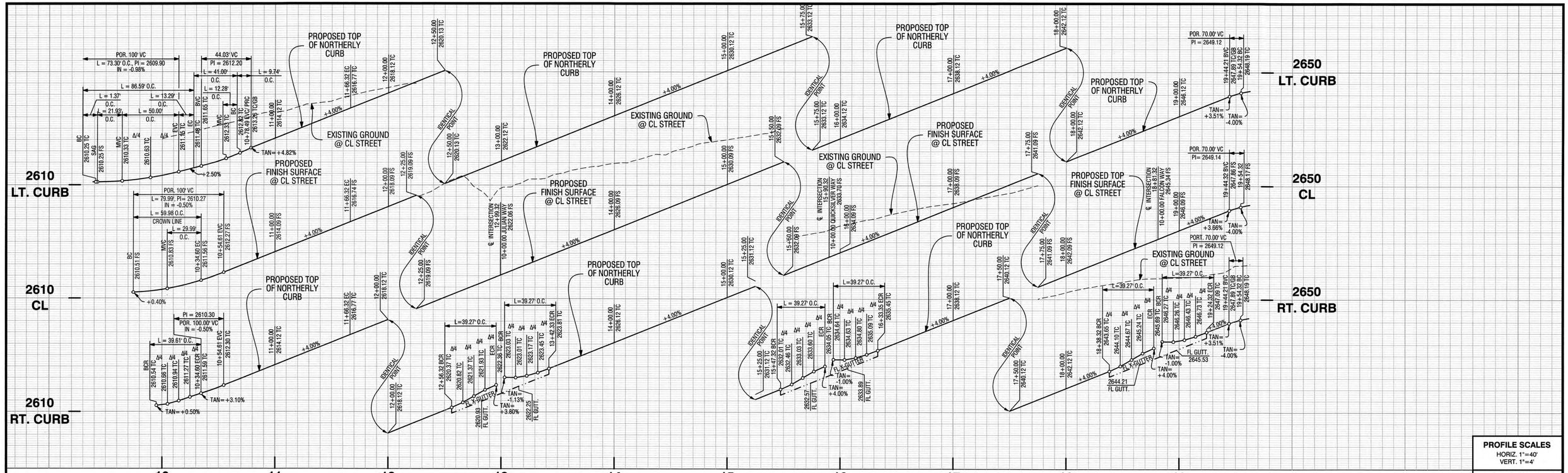

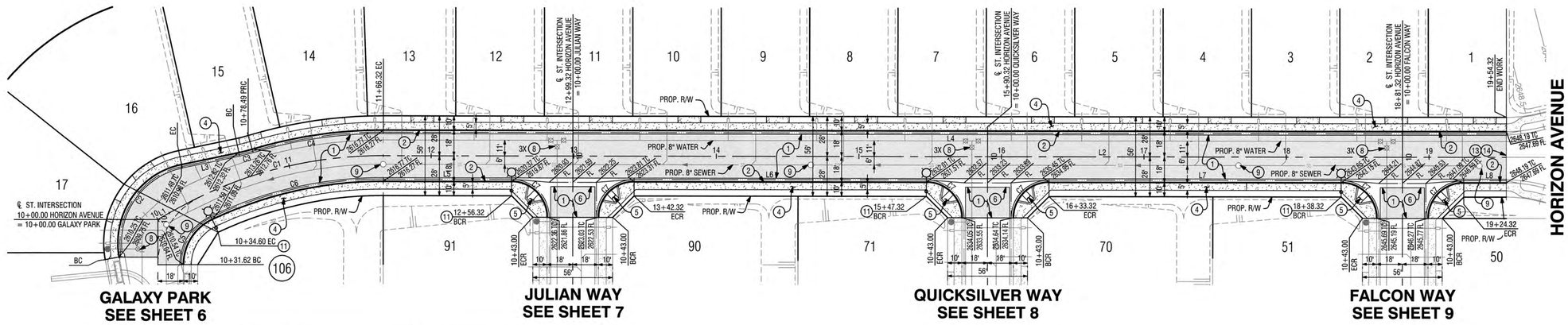

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
13. REMOVE 2x4 REDWOOD HEADER.
14. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°00'00"	300.00'	157.08'	80.38'
C2	88°35'40"	56.00'	86.59'	54.64'
C3	5°04'20"	110.00'	9.74'	4.87'
C4	16°46'28"	318.00'	93.10'	46.89'
C5	64°50'35"	35.00'	39.61'	22.23'
C6	25°09'25"	282.00'	123.82'	62.92'
C7	90°00'00"	25.00'	39.27'	25.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 18°36'07" W	9.24'
L2	N 11°23'53" E	1009.00'
L3	N 0°18'15" W	41.00'
L4	N 11°23'53" E	788.00'
L5	N 11°23'53" E	90.00'
L6	N 11°23'53" E	205.00'
L7	N 11°23'53" E	205.00'
L8	N 11°23'53" E	30.00'

HORIZON AVENUE

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 5/6/2020 DATE
RCE# 052496 EXP. 12-31-20

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21 — SENIOR CIVIL ENGINEER — DATE 5/4/20
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 5/26/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
HORIZON AVENUE
STA.10+00.00 TO 19+54.32

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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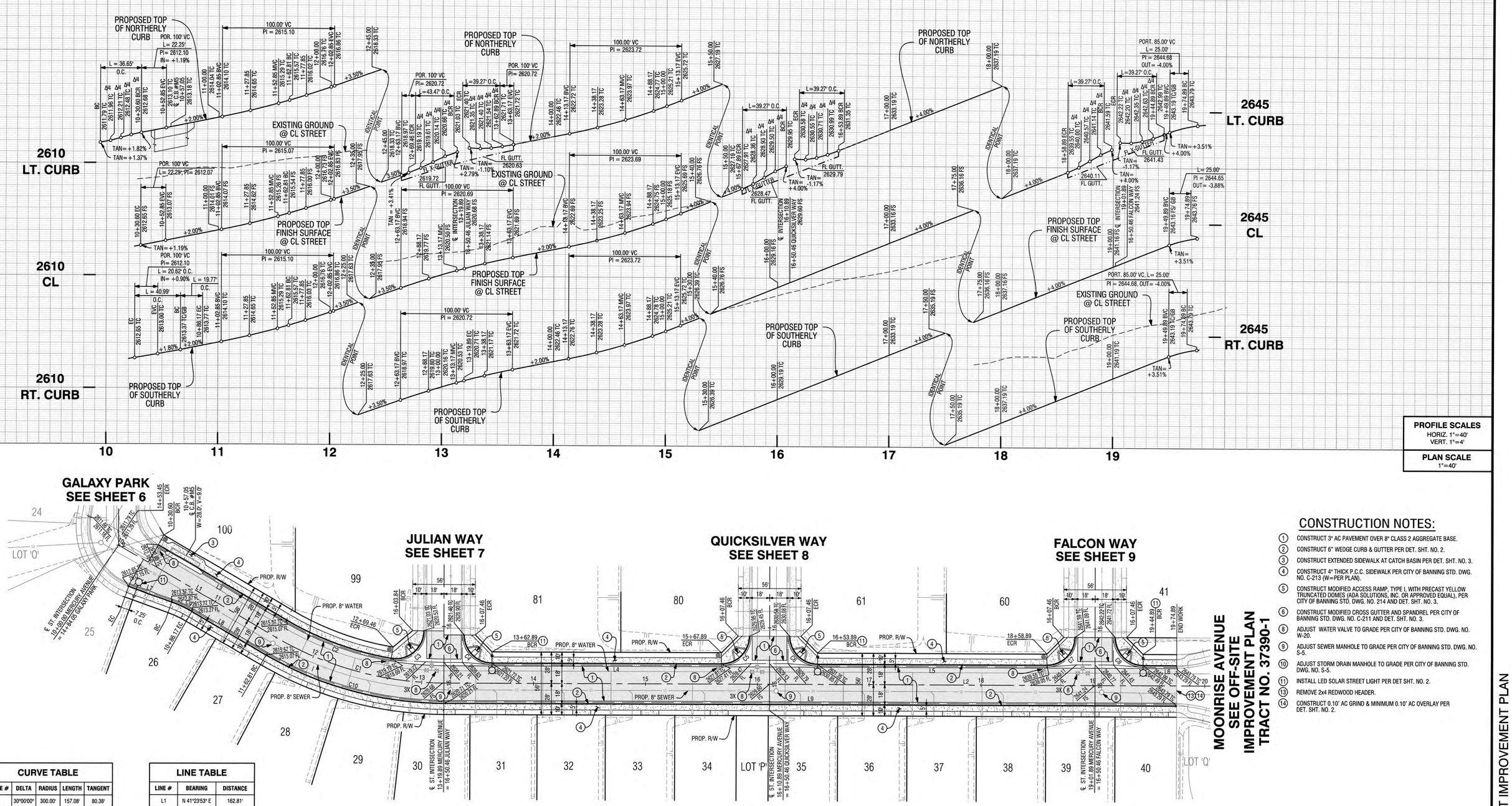

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
3. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT PER DET SHT. NO. 2.
13. REMOVE 2x4 REDWOOD HEADER.
14. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°00'00"	300.00'	157.08'	80.38'
C2	20°22'06"	282.00'	100.25'	50.66'
C3	99°37'54"	25.00'	43.47'	29.60'
C4	90°00'00"	25.00'	39.27'	25.00'
C5	90°00'00"	25.00'	39.27'	25.00'
C6	90°00'00"	25.00'	39.27'	25.00'
C7	90°00'00"	25.00'	39.27'	25.00'
C8	90°00'00"	25.00'	39.27'	25.00'
C9	10°17'49"	110.00'	19.77'	9.91'
C10	30°00'00"	318.00'	166.50'	85.21'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 41°23'53" E	162.81'
L2	N 11°23'53" E	945.00'
L3	N 41°23'53" E	132.21'
L4	N 11°23'53" E	205.00'
L5	N 11°23'53" E	205.00'
L6	N 11°23'53" E	30.00'
L7	N 31°06'04" E	40.99'
L8	N 41°23'53" E	76.65'
L9	N 11°23'53" E	655.00'

0 20 40 80 160
1" = 40' GRAPHIC SCALE

Call before you Dig
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Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/4/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER — DATE 5/4/20
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 5/26/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
STA.10+00.00 TO 19+74.89

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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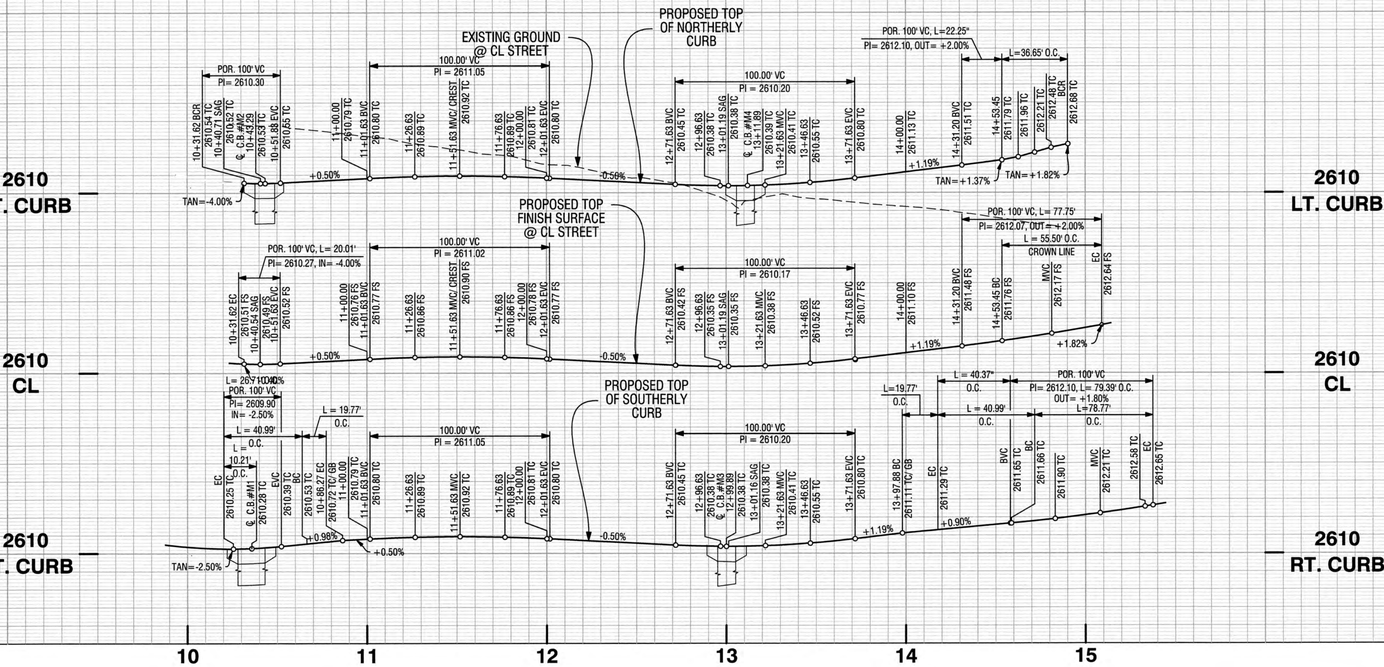
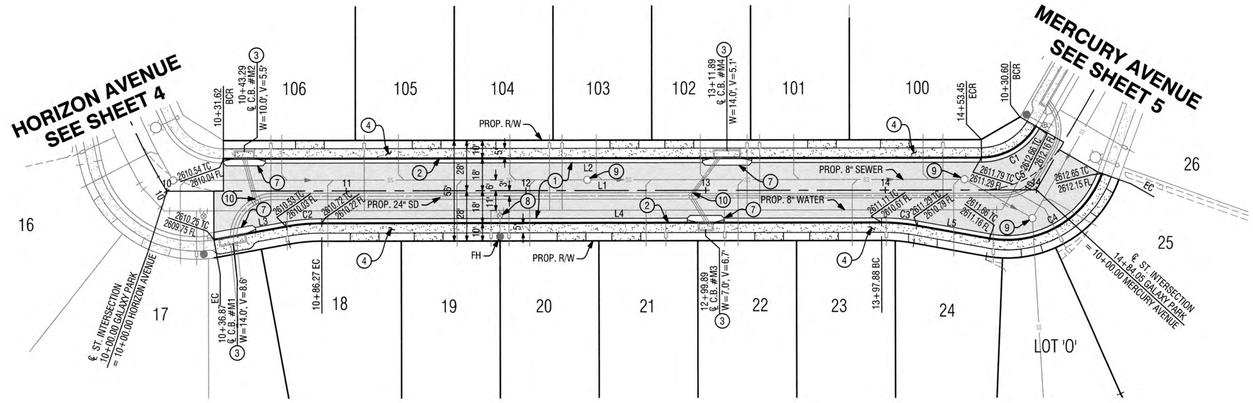




GALAXY PARK

CONSTRUCTION NOTES:

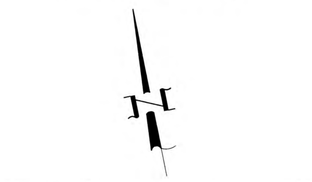
1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
3. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
7. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	60°00'00"	35.00'	36.65'	20.21'
C2	10°17'49"	110.00'	19.77'	9.91'
C3	10°17'49"	110.00'	19.77'	9.91'
C4	80°35'38"	56.00'	78.77'	47.49'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	484.05'
L2	N 78°36'07" W	421.83'
L3	N 88°53'56" W	40.99'
L4	N 78°36'07" W	311.62'
L5	N 68°18'18" W	40.99'



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

Call before you Dig
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Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 5/14/2020

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 5/14/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/26/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
GALAXY PARK
STA.10+00.00 TO 14+84.05

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 10

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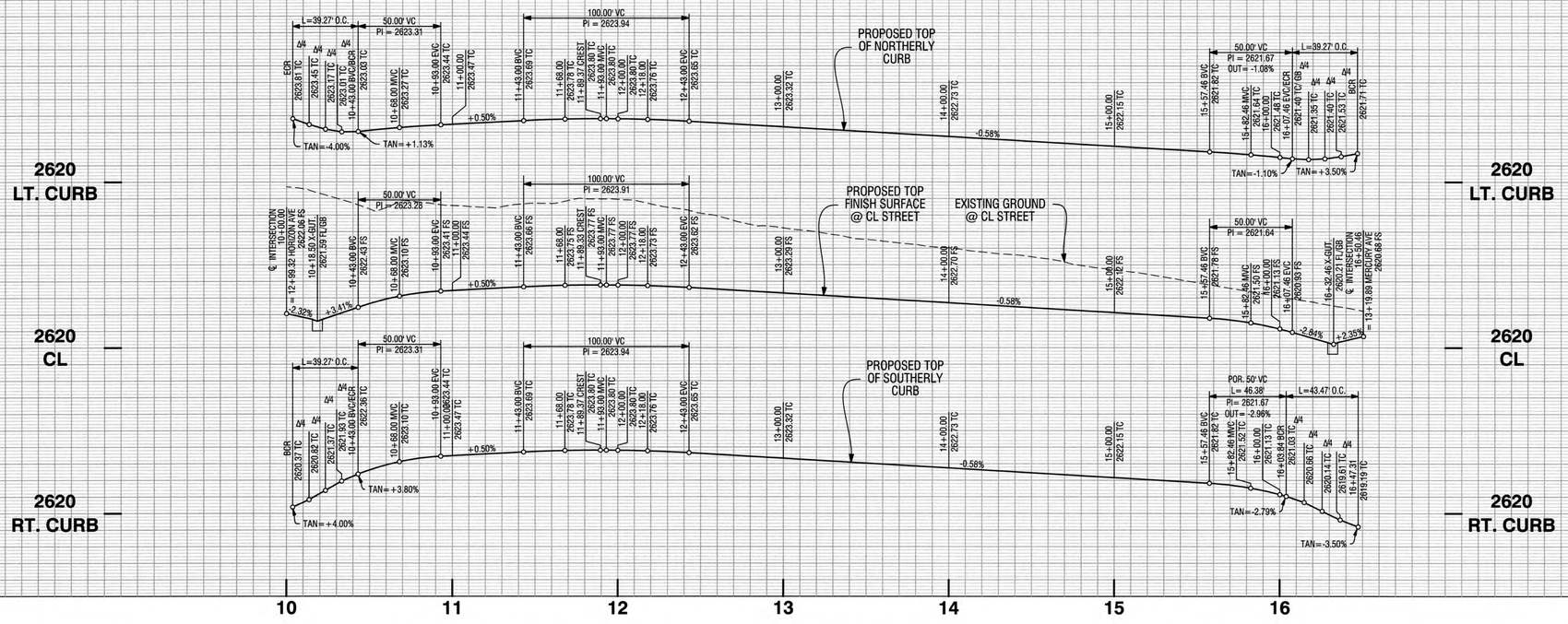
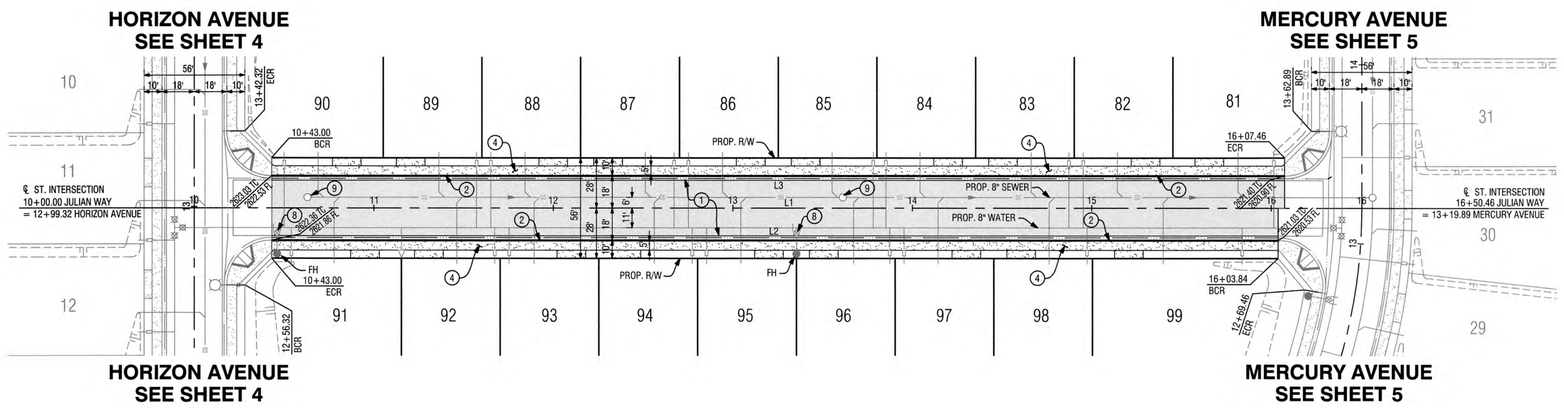


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'
L2	N 78°36'07" W	560.84'
L3	N 78°36'07" W	564.46'

0 20 40 80 160
1"=40' GRAPHIC SCALE

JULIAN WAY

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 5/8/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 5/14/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 5/19/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JULIAN WAY
STA.10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

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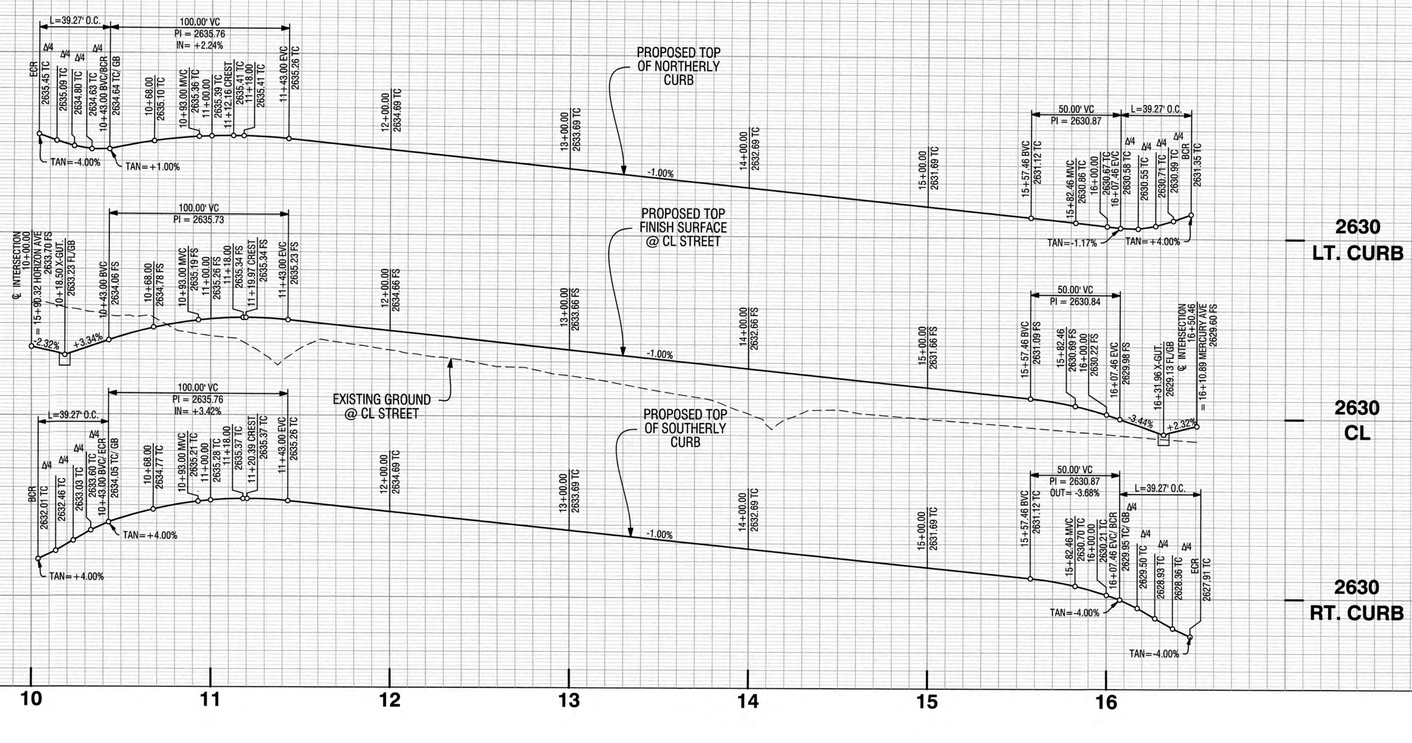

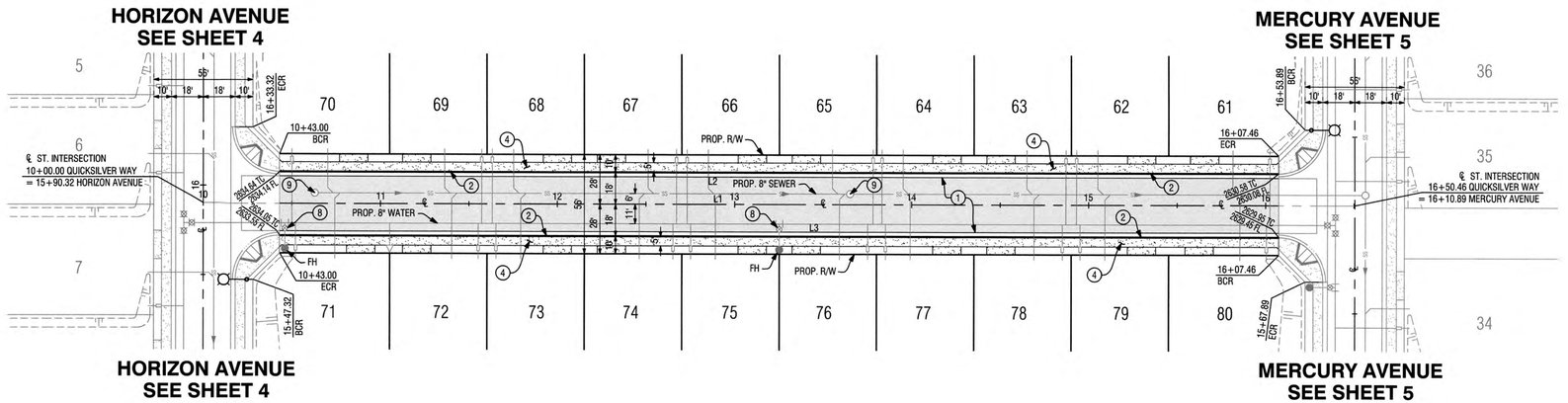

CONSTRUCTION NOTES:

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2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
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9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'
L2	N 78°36'07" W	564.46'
L3	N 78°36'07" W	564.46'

0 20 40 80 160
1"=40' GRAPHIC SCALE

QUICKSILVER WAY

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
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Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

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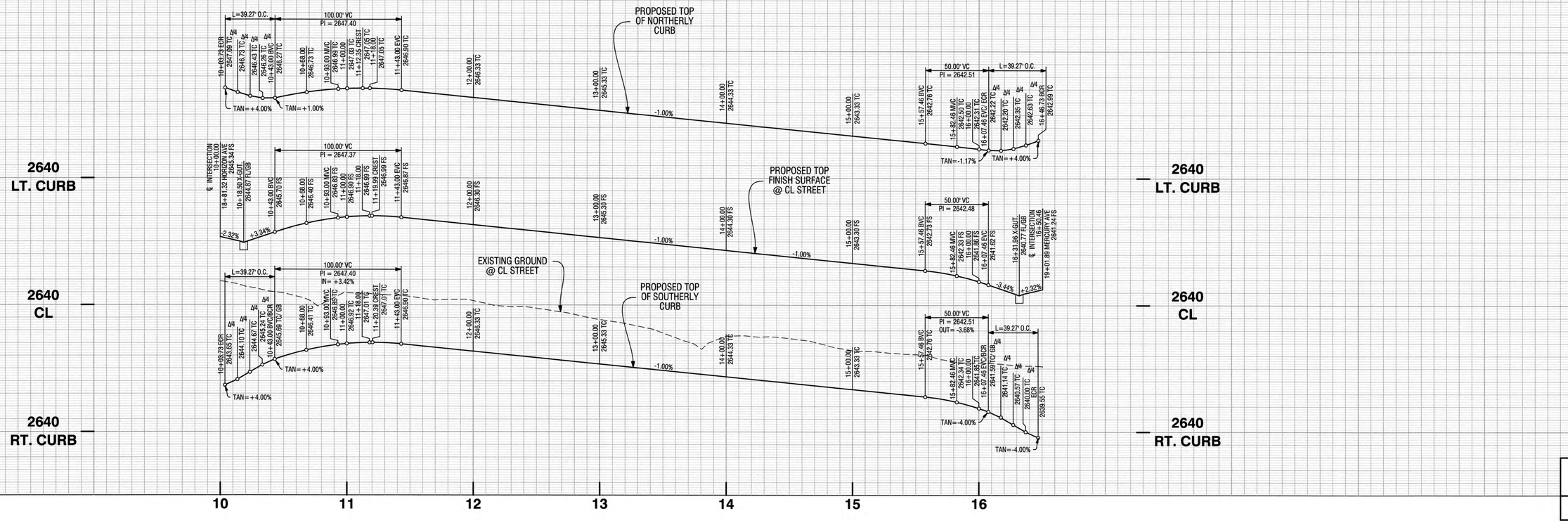
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE

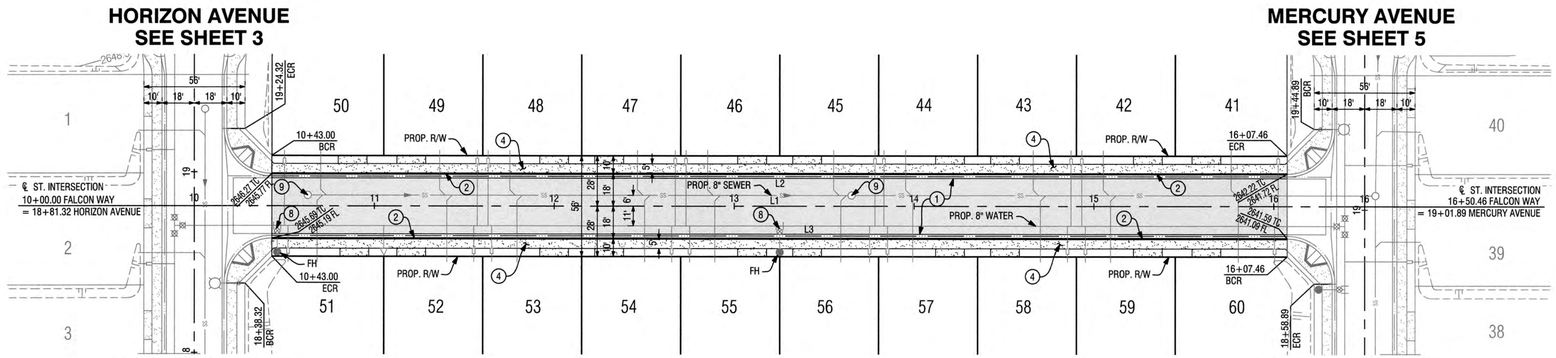
ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
QUICKSILVER WAY
STA.10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 10

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89400\ENGINEERING\Plans\Street\37390-1 (PA 6)\On-Site
Created: 02.21.2020 03:17:09 PM Author:—
Last Edit: 04.29.2020 01:17:02 PM By: Station178
MDS File: 89406 37390-1 STSM08 PP.dwg
Plot Scale: 1" = 1' Dwg Scale: —
Plot Date: 05.01.2020 11:00:41 AM By: station178





FALCON WAY

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=PER PLAN).
8. ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'
L2	N 78°36'07" W	564.46'
L3	N 78°36'07" W	564.46'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
5/4/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
5/14/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
FALCON WAY
STA.10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 10

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-1 (PA 6)\On-Site Created: 04.29.2020 11:49:14 AM Author:---
Last Edit: 04.29.2020 01:55:13 PM By: Station178
MDS File: 89406 37390-1 STSht09 PP.dwg Plot Scale: 1" = 1' Dwg Scale: ---
Plot Date: 05.01.2020 11:09:59 AM By: station178

HORIZON AVENUE
SEE TRACT NO. 37390-1 OFF-SITE
SIGNING & STRIPING IMPROVEMENT PLANS

SIGNING AND STRIPING GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF BANNING STANDARD PLANS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL. ALL OTHER TRAFFIC STRIPES SHALL BE PAINTED IN TWO COATS.
8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC SIGNAL TIMING SHEET TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY NEW OR MODIFIED TRAFFIC SIGNAL. THE TIMING SHEET WILL MEET ALL REQUIREMENTS PER THE LATEST CALIFORNIA MUTCD, PART 4 "HIGHWAY TRAFFIC SIGNALS".
12. THE CONTRACTOR SHALL REPLACE ALL SIGNING AND STRIPING WITHIN PROJECT LIMITS DAMAGED OR ALTERED BY THE PROJECT, AS DETERMINED BY THE CITY ENGINEER.

CONSTRUCTION NOTES:

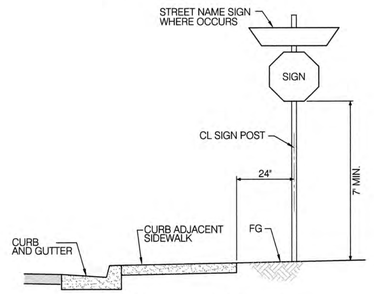
(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DET. HERON.
(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DET. HEREON.
(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DET. HERON.
(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.
(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND

- PROPOSED STREET LIGHT
- FH — PROPOSED FIRE HYDRANT
- PROPOSED FIRE HYDRANT PAVEMENT MARKER
- PROPOSED SIGN

STOP

(21) R1-1 30"x30"



AT CURB-ADJACENT SIDEWALK

(20)(22) SIGN AND POST
R.C.T.D. STD. DWG. NO. 816
NTS

MERCURY AVENUE
SEE TRACT NO. 37390-1 OFF-SITE
SIGNING & STRIPING IMPROVEMENT PLANS

TRACT NO. 37390-1 ON-SITE STREET IMPROVEMENT PLAN

0 20 40 80 160
1" = 40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH, RCE# 052496 EXP. 12-31-20 — DATE 5/4/2020

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21 — DATE 5/4/20
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 — DATE 5/26/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 10

MDS Proj. Data: I:\89400\ENGINEERING\Plans\Street\37390-1 (PA 6)
Created: 12.18.2018 02:48:53 PM Author:----
Last Edit: 02.12.2019 12:11:15 PM By: Station125
Plot Scale: 1" = 1' Dwg Scale: ----
MDS File: 89406 XRB STBOR (37390-1).dwg
Plot Date: 06.21.2017 7:32:43 AM By: Station125

Bond No: CMS331797
Premium: $516.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell Drive Water Improvements per Sheet 5 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Twenty Nine Thousand One Hundred Twenty Two & 00/100 Dollars ($129,122.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

V.P. Community Development
(Title of officer)

Date: 9-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____ Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

Bond No: CMS331797
Premium: Included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell Drive Water Improvements per Sheet 5 on Tract No. 37298-1, Atwell On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Hundred * Dollars ($ 129,122.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Twenty Nine Thousand One Hundred Twenty Two & 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

V.P. Community Development
(Title of officer)

Date: 5-18-15

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature

(Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B.W.D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817



APPROVED BY
CITY OF BANNNG

AUG 07 2019

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/7/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Water, Atwell Drive

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	59	$ 60.00	$ 3,540.00
8-inch Gate Valve	Each	1	$ 2,000.00	$ 2,000.00
12-inch DIP Main w/ Poly Encasement & R.J.	LF	948	$ 80.00	$ 75,840.00
12-inch Butterfly Valve	Each	2	$ 2,500.00	$ 5,000.00
12-inch Fitting	Each	1	$ 500.00	$ 500.00
Residential Fire Hydrant	Each	3	$ 5,000.00	$ 15,000.00
2" Air & Vaccum Release Valve	Each	1	$ 6,000.00	$ 6,000.00
4" Blowoff	Each	1	$ 2,500.00	$ 2,500.00
Adjust Water Valve to Grade (1st adjustment)	Each	7	$ 200.00	$ 1,400.00
Remove Blind Flange & Join Watermain	Each	1	$ 500.00	$ 500.00
SUBTOTAL				**$ 112,280.00**
15% Contingency				**$ 16,842.00**
TOTAL				**$ 129,122.00**

Bond No: CMS331780
Premium: $389.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Creekside Avenue Sewer Improvements per Sheets 14 and 15 on Tract No. 37298-1 On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Ninety Seven Thousand Three Hundred Twenty Four & 50/100 Dollars ($97,324.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 9-18-12

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Avenue, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

888

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

Bond No: CMS331780
Premium: Premium included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Creekside Avenue Sewer Improvements per Sheets 14 and 15 on Tract No. 37298 - 1 On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Ninety Seven Thousand* Dollars ($ 97,324.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Three Hundred Twenty Four and 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 7-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Avenue, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis
Notary Public Signature (Notary Public Seal)

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019, _____.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNNG
AUG 07 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/7/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Sewer, Creekside Avenue

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Main	LF	1,098	$ 60.00	$ 65,880.00
Manhole	Each	4	$ 4,000.00	$ 16,000.00
Remove Cap & Join Main	Each	1	$ 250.00	$ 250.00
Adjust Manhole to Grade	Each	4	$ 500.00	$ 2,000.00
Temporary Cap	Each	2	$ 250.00	$ 500.00
SUBTOTAL				**$ 84,630.00**
15% Contingency				**$ 12,694.50**
TOTAL				**$ 97,324.50**

Bond No: CMS331782
Premium: $830.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Creekside Avenue Water Improvements per Sheets 14 and 15 on Tract No. 37298-1 On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Two Hundred Seven Thousand Five Hundred Six and 00/100 Dollars ($207,506.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 9-18-15

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

TGJ1 ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023 TGJ1
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Securely attach this document to the signed document with a staple.

901

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

902

Bond No: CMS331782
Premium: Included in cost of performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Creekside Avenue Water Improvements per Sheets 14 and 15 on Tract No. 37298 - 1 On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Two Hundred Seven* Dollars ($ 207,506.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Five Hundred Six and 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 9-18-17

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

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- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

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Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

APPROVED BY
CITY OF BANNNG
AUG 07 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/7/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Water, Creekside Avenue

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	219	$ 60.00	$ 13,140.00
8-inch Gate Valve	Each	5	$ 2,000.00	$ 10,000.00
12-inch DIP Main w/ Poly Encasement & R.J.	LF	1,395	$ 80.00	$ 111,600.00
12-inch Butterfly Valve	Each	4	$ 2,500.00	$ 10,000.00
12-inch Fitting	Each	2	$ 500.00	$ 1,000.00
Residential Fire Hydrant	Each	5	$ 5,000.00	$ 25,000.00
4" Blowoff	Each	2	$ 2,500.00	$ 5,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	16	$ 200.00	$ 3,200.00
2" Service	Each	1	$ 1,500.00	$ 1,500.00
SUBTOTAL				**$ 180,440.00**
15% Contingency				**$ 27,066.00**
TOTAL				**$ 207,506.00**

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1
WATER IMPROVEMENT PLAN

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND OWNED AND OPERATED BY THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE BRONZE, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHERE REQUIRED, AS NOTED ON THESE PLANS.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS. WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

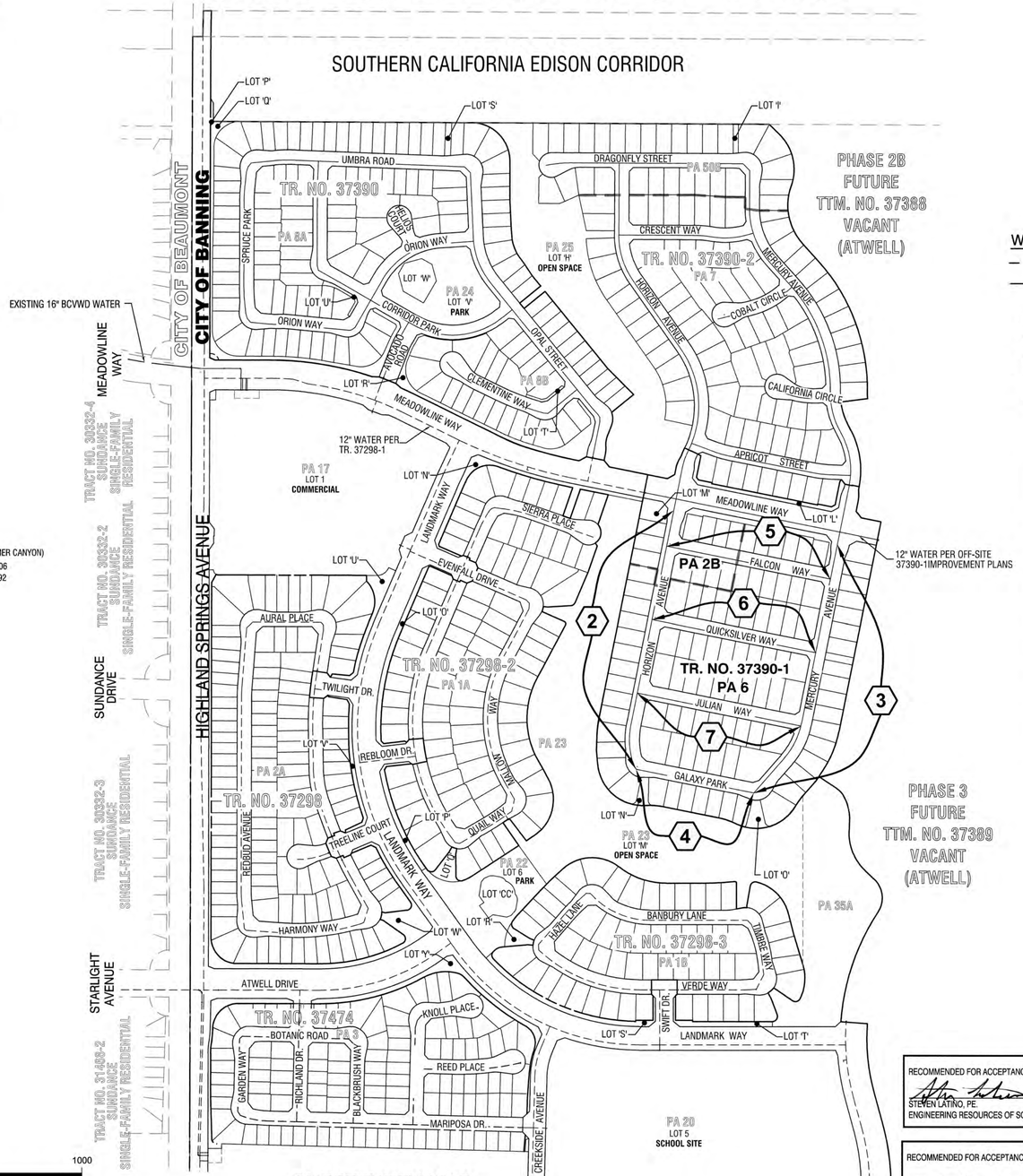
BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5). AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

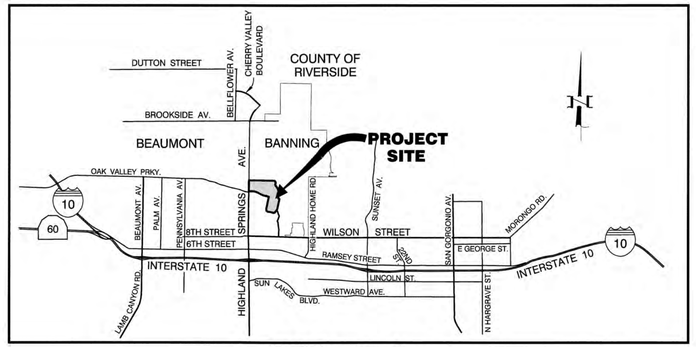
PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020

250 0 125 250 500 1000
(1"=250')



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

WATER LEGEND

- 8" W x — EXISTING WATERLINE OR PROPOSED BY OTHERS
- 8" W — WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

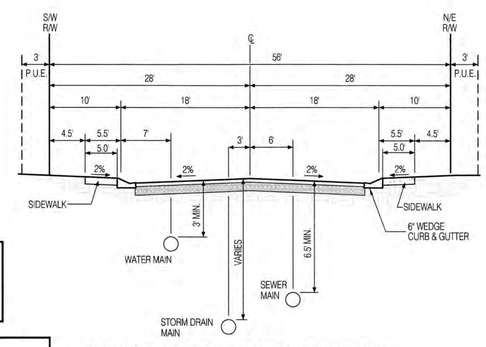
SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-7	WATER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
(1)	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	4,365
(2)	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	18
(3)	INSTALL 8" D.I.P. TEE	EA	6
(5)	INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	3
(6)	INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	106
(7)	INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")	EA	12
(8)	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	30
(9)	REMOVE 8" BLIND FLANGE AND JOIN WATERLINE	EA	2
(11)	INSTALL 11.25° D.I.P. ELBOW	EA	2
(12)	INSTALL 45° D.I.P. ELBOW	EA	2

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
5/4/2020

RECOMMENDED FOR ACCEPTANCE BY:
RIVERSIDE COUNTY FIRE DEPARTMENT - OFFICE OF THE FIRE MARSHALL
5/12/2020



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/29/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75606 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/11/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 7

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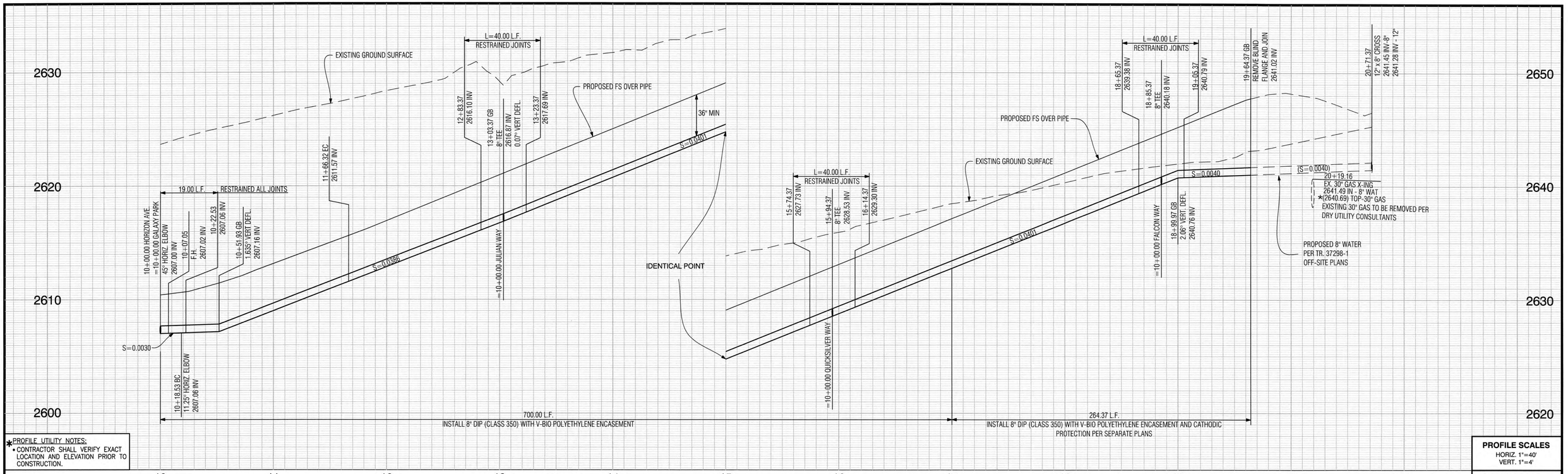
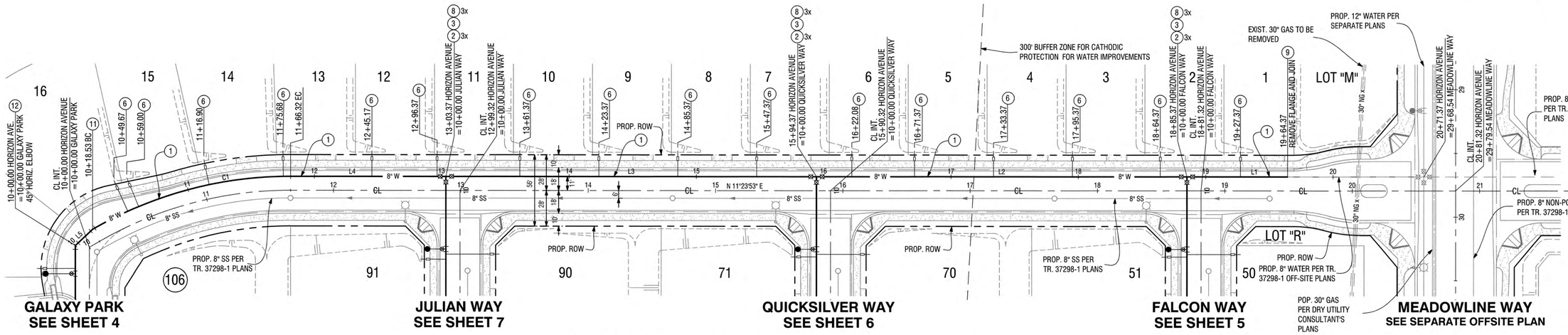
TRACT NO. 37390-1, WATER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

*PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.



GALAXY PARK
SEE SHEET 4

JULIAN WAY
SEE SHEET 7

QUICKSILVER WAY
SEE SHEET 6

FALCON WAY
SEE SHEET 5

MEADOWLINE WAY
SEE SEPARATE OFFSITE PLAN

HORIZON AVENUE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	79.00'
L2	N 11°23'53" E	291.00'
L3	N 11°23'53" E	291.00'
L4	N 11°23'53" E	122.00'
L5	N 31°51'07" W	18.53'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°00'00"	311.00'	162.84'	83.33'

0 20 40 80 160
1"=40' GRAPHIC SCALE

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
2. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
11. INSTALL 11.25° D.I.P. ELBOW
12. INSTALL 45° D.I.P. ELBOW

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
HORIZON AVENUE
STA 10+00.00 TO STA 19+64.37

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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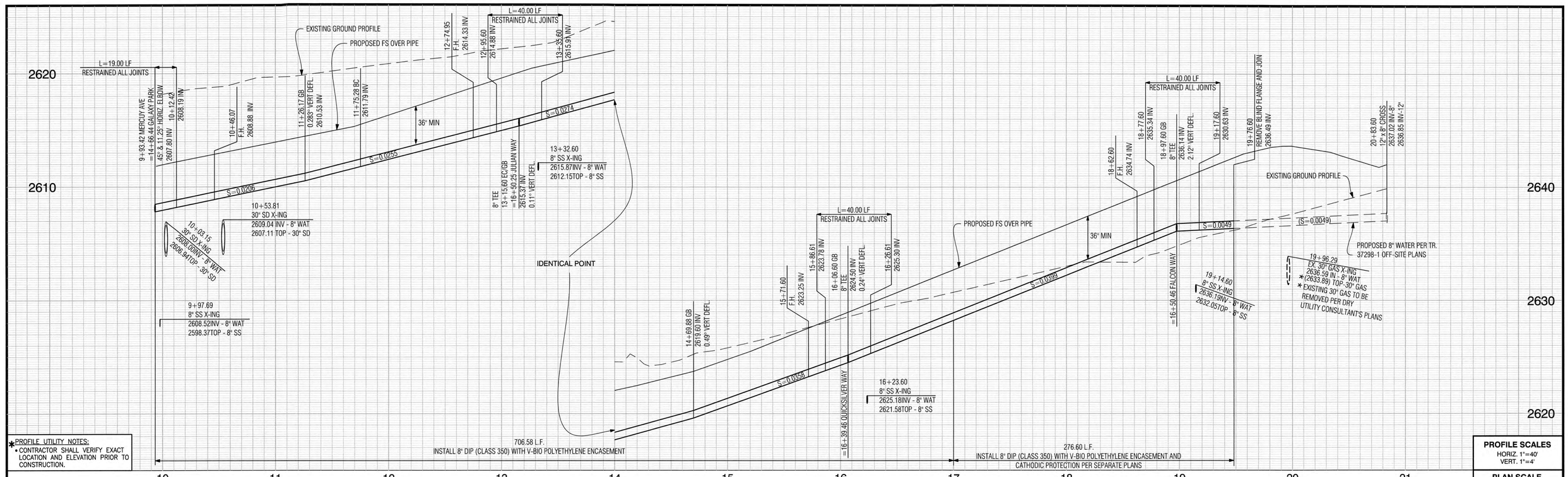
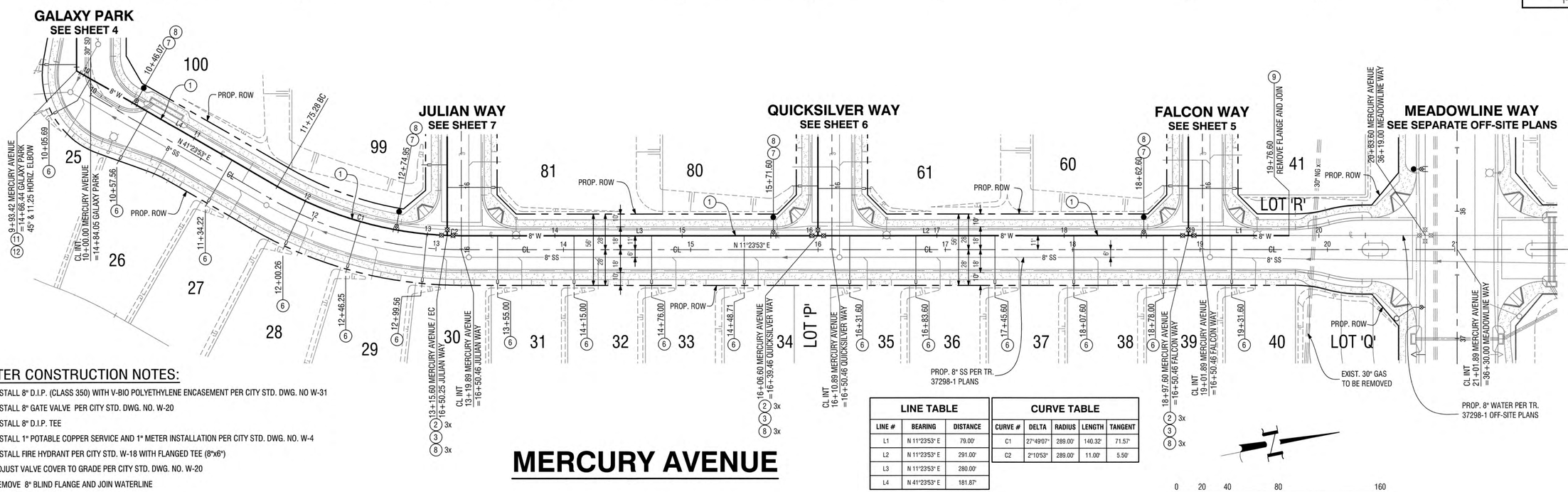


*PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



WATER CONSTRUCTION NOTES:

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7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
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9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE
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MERCURY AVENUE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 11°23'53" E	79.00'
L2	N 11°23'53" E	291.00'
L3	N 11°23'53" E	280.00'
L4	N 41°23'53" E	181.87'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	27°49'07"	289.00'	140.32'	71.57'
C2	2°10'53"	289.00'	11.00'	5.50'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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RCE# 052496 EXP. 12-31-20
6/29/2020
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REGISTERED PROFESSIONAL ENGINEER
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No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

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SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
MERCURY AVENUE
9+93.42 TO 20+36.60

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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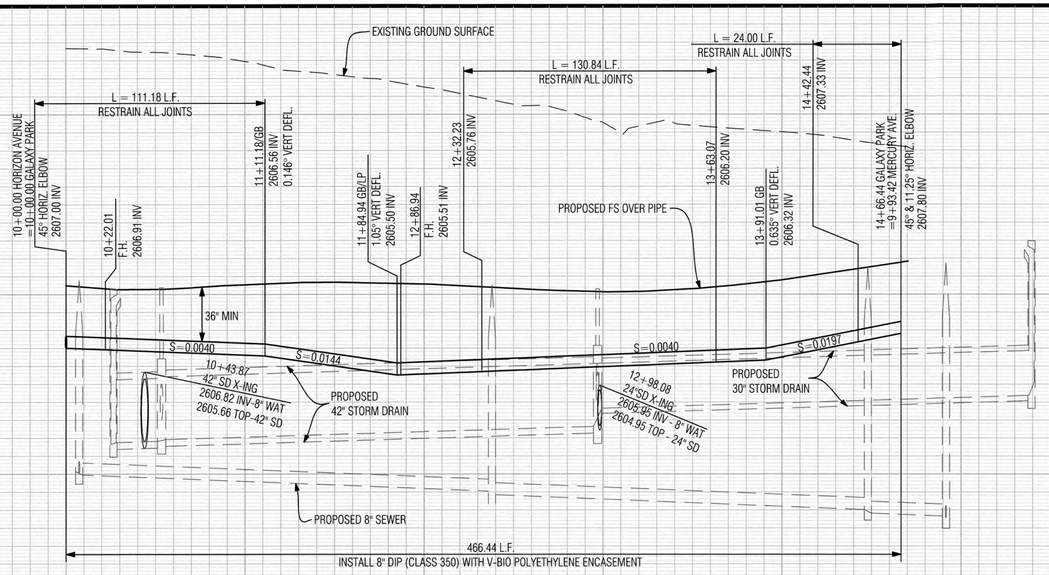

PROFILE UTILITY NOTES:

- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
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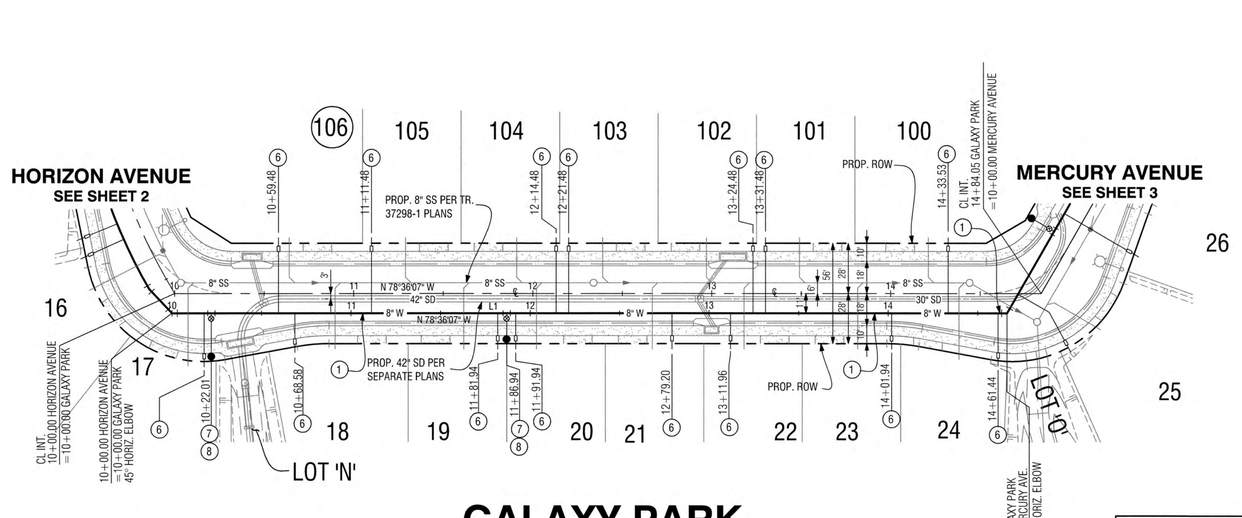
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20



GALAXY PARK

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	466.44'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
GALAXY PARK
STA10+00.00 TO STA14+66.44

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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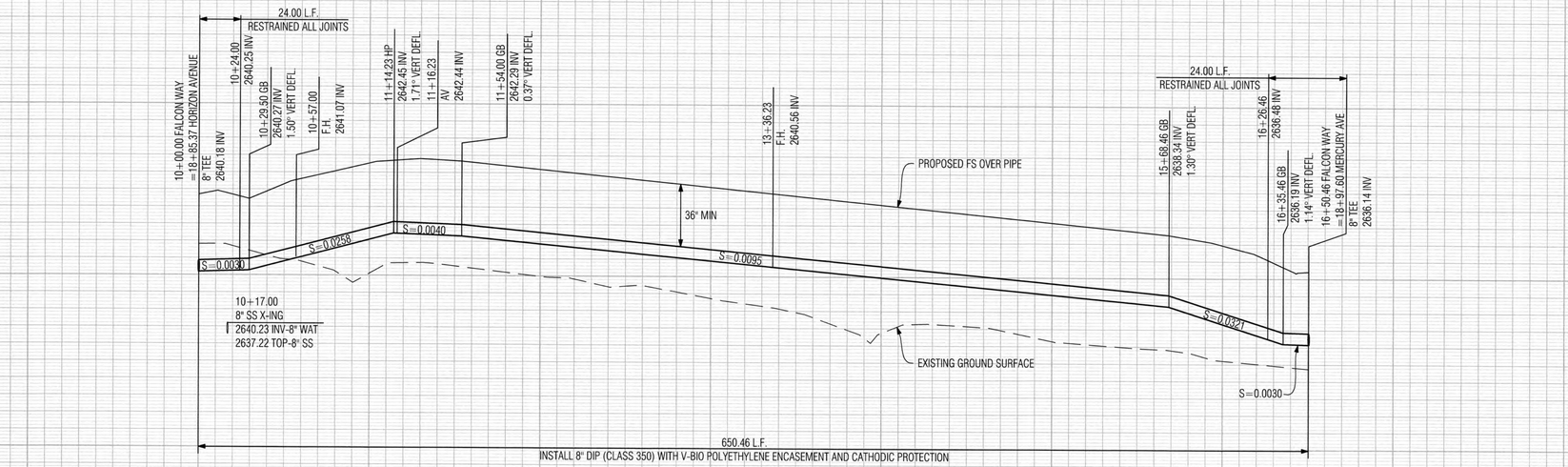
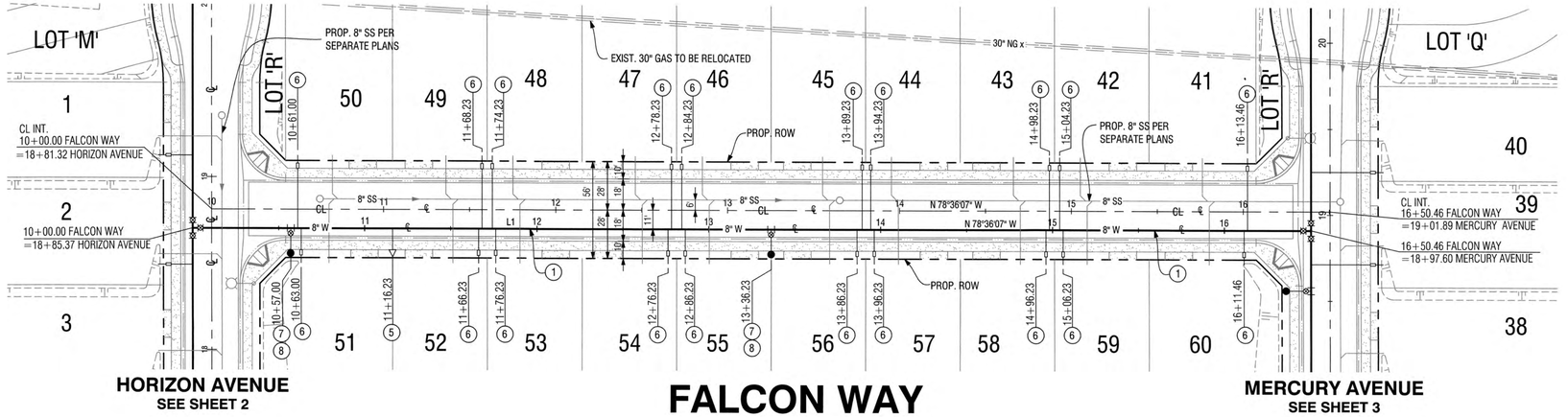


*PROFILE UTILITY NOTES:
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

FALCON WAY

MERCURY AVENUE
SEE SHEET 3

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'

WATER CONSTRUCTION NOTES:

(1) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
(5) INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
(6) INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
(7) INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
(8) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
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Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

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LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JUPITER WAY
10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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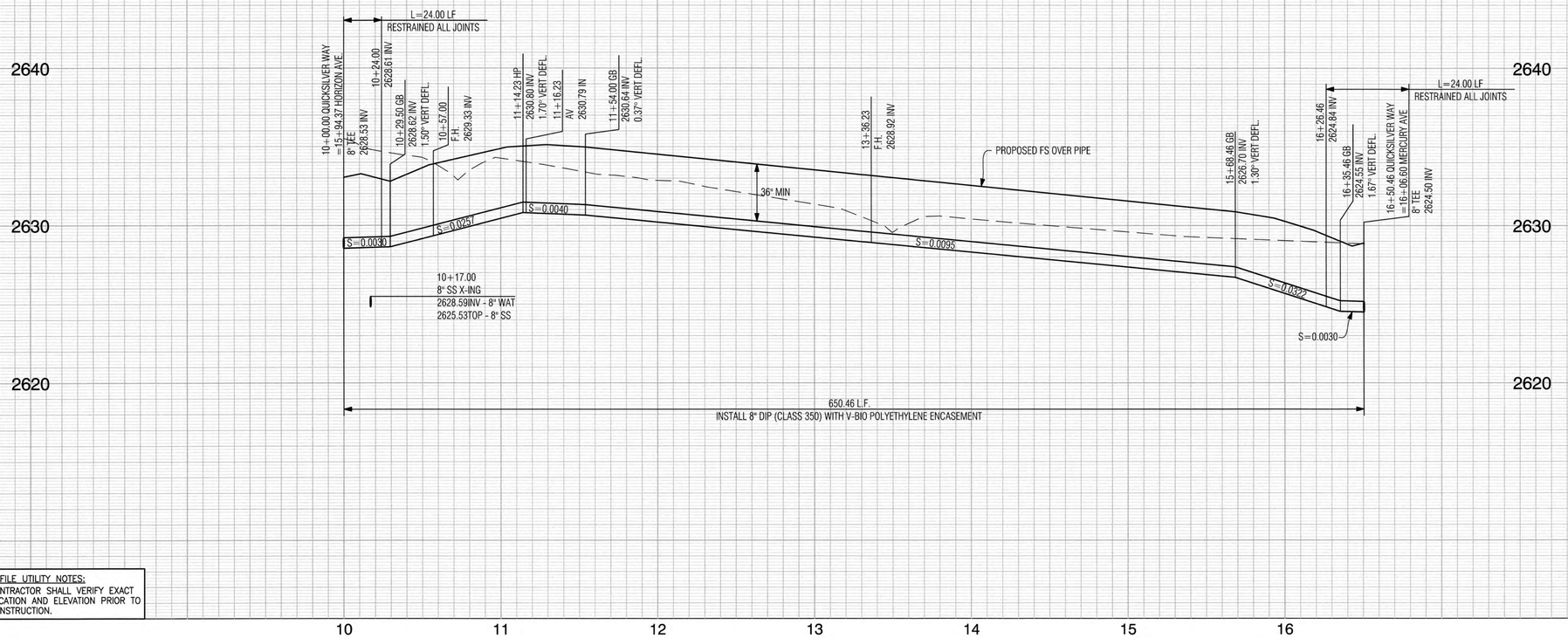
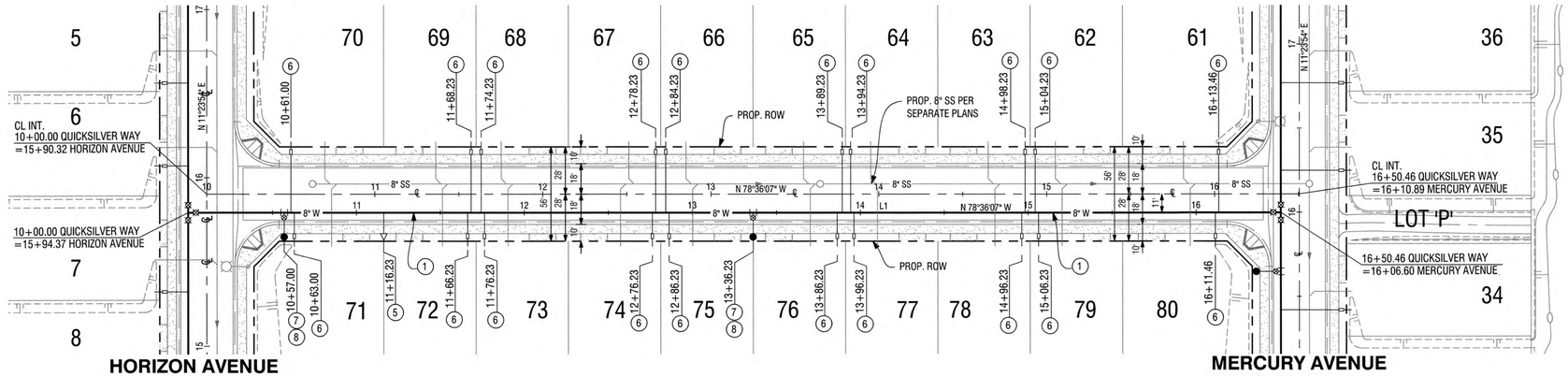


PROFILE UTILITY NOTES:

- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 2

MERCURY AVENUE
SEE SHEET 4

QUICKSILVER WAY

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	650.46'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
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7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
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STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
5/11/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
QUICKSILVER WAY
10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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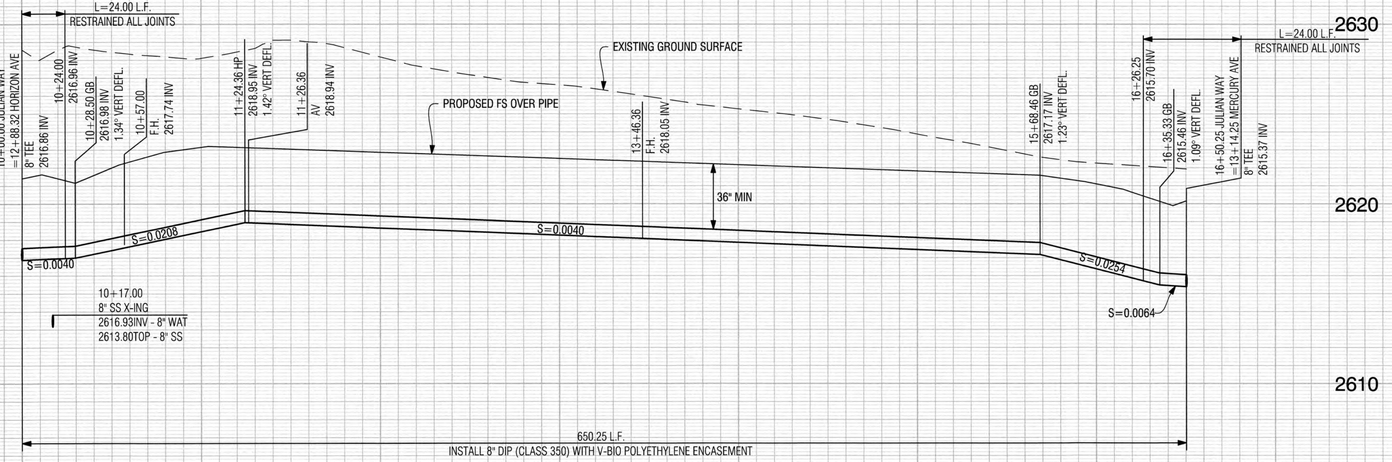

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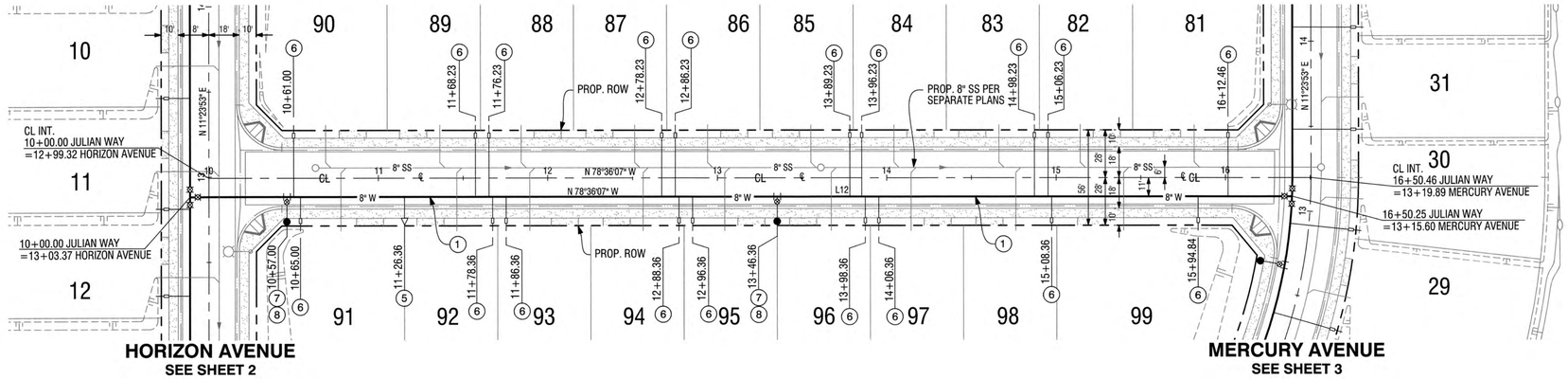
- CONTRACTOR SHALL VERIFY EXACT LOCATION AND ELEVATION PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE TABLE		
LINE #	BEARING	DISTANCE
L12	N 78°36'07" W	650.25'

JULIAN WAY

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
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7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

0 20 40 80 160
1"=40' GRAPHIC SCALE

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OR
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/29/2020
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No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

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LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
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5/11/2020
DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
5/26/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-1
ATWELL
JULIAN WAY
10+00.00 TO 16+50.46

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 7

TRACT NO. 37390-1, WATER IMPROVEMENT PLAN

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Plot Scale: 0.386863 Dwg Scale
Plot Date: 04.29.2020 3:10:38 PM By: jchu

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager** **Doug Schulze, City Manager**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-16, Approving Community Development Block Grant Consolidated Plan Needs Assessment for 2024-2029**

RECOMMENDATION:

Staff recommends Council adopt Resolution 2024-16, Approving the Community Development Block Grant ("CDBG") Consolidated Plans Needs Assessment for 2024-2029.

BACKGROUND:

The City of Banning, through Riverside County Housing and Workforce Solutions, annually receives funding under the CDBG program. The United States Department of Housing and Urban Development ("HUD") requires that communities that received CDBG funding perform a five-year plan that evaluates community needs and funding priorities.

JUSTIFICATION:

On January 5, 2024, the City issued a press release to local media posted as a legal notice and utilized all social media platforms to direct residents and business owners to the City's website to access the online survey. Reminders were posted to all social media platforms on January 8, January 16, January 22 and January 29, 2024.

On January 9, 2024, the City Council appointed an ad-hoc committee comprised on two council members, Rick Minjares and Sheri Flynn and the economic development manager, Marisol Lopez to review and recommend approval of the 2024-2029 Community Development Block Grant (CDBG) Consolidated Plan Needs Assessment.

Three community workshops were conducted at City Hall on Saturday, January 20, 2024, at 9:00 am, Tuesday, January 23, 2024, at 6:00 pm and Friday, January 26, 2024, at 2:00 pm. where hard copy surveys were available for participants.

94 online surveys were received through Riverside County Housing and Workforce Solutions and 2 hard copies were received by City staff.

The ad-hoc committee met on February 7, 2024. Sheri Flynn was absent. After reviewing all hard copy and online survey results the ad-hoc committee recommended the following funding priorities:

FISCAL IMPACT:

None

ALTERNATIVES:

It is necessary that the City periodically review and update its needs assessment and be approved by the City Council by Resolution in order for the City and its residents to obtain federally funded CDBG grant funds.

ATTACHMENTS:

1. CC Resolution 2024-16.docx
2. Proof of Publication.pdf
3. Survey_English.pdf
4. Survey_Spanish.pdf

RESOLUTION 2024-16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE CITY OF BANNING 2024-2029 COMMMNUNITY DEVELOPMENT BLOCK GRANT PROGRAM CONSOLIDATED PLAN NEEDS ASSESSMENT

WHEREAS, the City of Banning has routinely secured grant funding under the Community Development Block Grant ("CDBG") program through Riverside County Housing and Workforce Solutions ("HWS" on an annual basis, and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") requires all jurisdictions receiving funding to perform and update a Five Year Consolidated Plan, which is conducted by HWS, as the City of a cooperating city; and

WHEREAS, on January 9, 2024, at its regular meeting, the City Council appointed an Ad-hoc committee to review input received from community engagement efforts and prioritize the City's needs for the next five years; and

WHEREAS, on January 5, 2024, the City issued a press release to local media posted as a legal notice and utilized all social media platforms to direct residents and business owners to the City's website to access the online survey; and

WHEREAS, the City conducted three community workshops, Saturday, January 20, 2024, at 9:00 am, Tuesday, January 23, 2024 at 6:00 pm, and Friday, January 26, 2024 at 2:00 pm. where hard copy surveys were available; and

WHEREAS, upon review of the survey results collected the ad-hoc committee set forth recommendations based upon the responses received (attachment A); and

WHEREAS, the City Council concurs with the ad-hoc committee and has set forth by this Resolution the following funding priorities:

WHEREAS, the funding priorities meets the CDBG program guidelines and/or requirements for input to Riverside County's 2024-2029 Five Year Consolidated Plan and Needs Assessment; and

WHEREAS, it is necessary that the City periodically review and update its needs assessment and be approved by the City Council by Resolution in order for the City and its residents to obtain federally funded CDBG grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council adopts Resolution 2024-16, approving the Banning 2024-2029 Community Development Block Grant Consolidated Plan Needs Assessment.

SECTION 2. The City Manager is authorized to submit the City of Banning's 2024-2029 Consolidated Plan Needs Assessment to Riverside County Housing and Workforce Solutions for approval by their Board of Supervisors.

SECTION 3. 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 13th day of February 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 2024-16, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
2024-2029 Needs Assessment Funding Priorities

1) Public Facilities
    a. Parks, Playgrounds, Recreational Areas
    b. Senior Centers
    c. Community Centers

2) Community Services
    a. Crime Prevention
    b. Employment Services
    c. Children's/Youth Services

3) Housing
    a. Affordable Housing for Low Credit Scores
    b. Affordable Housing for the Homeless
    c. Affordable Housing for the Disabled

4) Business and Job Opportunities

    a. Incubator Center Support
    b. Job Readiness Programs
    c. Business Identification Assistance

5) Public Improvements
    a. Improve Street Lighting
    b. Improve Sidewalks
    c. Improve Public Transportation

Record Gazette
218 N Murray St.

Proof of Publication

(2015.5 C.C.P.)

SURVEY BLOCK GRANT FUNDING

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:

January 5, 2024

Executed on: 01/05/2024

At Banning , CA

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature

Citywide Survey for Five Year Community Development Block Grant Funding Priorities (Community Survey)

The survey is now available, and your participation is encouraged to provide your input for the City of Banning's 2024-2029 Funding Priorities for Community Development Grant funding, now through Monday January 29, 2024, at 5:00 pm

Banning, CA --The City of Banning is now accepting community input, via online survey and Community Meetings in preparation for the Riverside County 2024-2029 Consolidated Plan. The Plan assists the City and County in directing Community Development Block Grant Program (CDBG) funding to carry out a wide range of community development programs.

Eligible public services include but are not limited to:

- Healthcare
- Job training
- Childcare
- Services for the homeless
- Recreation programs
- Services for seniors
- Public safety services

The survey can be accessed through:

the City's website at www.banningca.gov

English Survey Link https://forms.office.com/g/9ZdR5Av3TD or QR Code at

Spanish Survey Link https://forms.office.com/g/ZGnpyVXazU or QR Code at

In addition, paper surveys will be available at City Hall (99 East Ramsey Street) and at the Community Meetings in the Council Chamber scheduled for Saturday, January 20, 2024, at 9:00 am; Tuesday January 23, 2024, at 6:00 pm; and Friday January 26, 2024, at 2:00 pm.

Please contact Laurie Sampson, Assistant City Manager at (951) 922-4860 or via email at lsampson@banningca.gov with any questions.

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

Riverside County 2024-2025 Community Needs Survey

INTRODUCTION

Purpose of the Community Needs Survey – Each year, Riverside County receives about $10,000,000 from Federal Community Development Block Grants (CDBG), HOME Investment Partnerships (HOME), and Emergency Solutions Grant (ESG) Programs. These Programs support community development activities to build stronger and more resilient neighborhoods, principally for persons of low- to moderate-income.

As part of its five-year planning process, Riverside County HWS would like your input on the use of CDBG, HOME, and ESG funds. Your feedback will help inform decisions about the County's investments in its communities. The survey should take less than 10 minutes to complete.

Questions with an asterisk (*) require a response.

***1. Please choose your primary relationship to Riverside County.** (check all that apply)

☐ Resident (I live here)
☐ Student (I go to school here)
☐ Employee (I work here)
☐ Business Owner (I own a business here)
☐ Other (please specify) _____

***2. In what Riverside County ZIP code do you spend most of your time (live, work, study, etc.)?**

_____

NEEDS ASSESSMENT RANKING

***3.** Please **rank your overall priorities for** your Riverside County community. You will have the opportunity to select specific projects and services in later questions.

1 = Highest Priority
5 = Lowest Priority

_____**Business and Job Opportunities**: training for people who need jobs, small business loans, coaching for small business owners

_____**Community Services**: access to health and mental health care, homeless services, services for children, services for the elderly, crime prevention programs, substance abuse programs

_____**Housing**: new affordable rental units, home repair, down payment assistance, prevention of discrimination, eviction prevention

_____**Public Facilities**: libraries, parks, senior centers, youth centers

_____**Public Improvements:** street and sidewalk repairs, water and sewer improvements, trash removal, graffiti removal

NEEDS ASSESSMENT – HOUSING

4. Please select **up to three (3) housing issues** most in need of attention in your Riverside County community:

☐ Increase Affordable Rental Housing for **Families**
☐ Increase Affordable Rental Housing for **Seniors**
☐ Increase Affordable Rental Housing for **Farm Workers**
☐ Increase Affordable Housing with Supportive Services for **People with Disabilities**
☐ Increase Affordable Housing with Supportive Services for **Homeless Individuals and Families**
☐ **Eviction Prevention and Renters Rights Assistance**
☐ Assistance to **Repair and Modernize Public and Affordable Rental Housing**
☐ Assistance for Qualifying Homeowners to **Repair Issues with Homes**
☐ **Affordable First-Time Homebuyer Assistance:** Counseling, Down Payments, Closing Costs
☐ Increase Available Housing for **People Using Section 8 Housing Choice Vouchers**
☐ Increase Available Housing for **People with Low Credit Scores or a Previous Eviction**
☐ Assistance for **Energy Efficiency Upgrades** to Reduce Utility Bills
☐ Short-Term **Assistance with Rent/Mortgage/Utility Payments**

(Optional) Please comment on your choices, or a housing issue not listed:

_____

NEEDS ASSESSMENT – COMMUNITY SERVICES

5. Please select **up to three (3) community services** most in need of attention in your community.

☐ **Healthcare Services:** preventative/primary care, prescription drug services, dental and vision care, HIV/AIDS services
☐ **Children's/Youth Services:** childcare, after school activities, tutoring, mentoring, early childhood education
☐ **Senior Services:** meal services, homecare assistance, nursing home services, recreational or social opportunities
☐ **Mental Health Services:** counseling and evaluation, psychiatric care, in-patient programs, support groups
☐ **Substance Abuse Services:** prevention and education, treatment, recovery programs
☐ **Homeless Services:** transitional shelters, permanent supportive housing placement, meals, clothing resources
☐ **Services for Victims of Domestic Violence and Neglect:** family shelters, counseling
☐ **Crime Prevention and Awareness Programs**
☐ **Services for Disabled People:** vocational/self-sufficiency programs, rehabilitation, adult day care, transportation
☐ **Emergency Assistance Services:** access to food pantries, homelessness prevention
☐ **Services for Immigrants, Refugees, and/or Non-English Speakers**
☐ **Employment Services:** training and referral programs, English as a Second Language (ESL) classes, adult literacy, high school equivalency and college preparation, adult/juvenile detention discharge counseling

(Optional) Please comment on your choices, or a service need not listed:

_____

NEEDS ASSESSMENT – PUBLIC IMPROVEMENTS AND FACILITIES

6. Please select **up to three public improvements** most in need of attention in your community.

☐ Improving Water, Sewer, and Drainage Infrastructure
☐ Improving Sidewalks, including Access for Disabled People
☐ Improving Streets
☐ Improving Street Lighting
☐ Improving Public Transportation

(Optional) Please comment on your choices, or a public improvement not listed:

_____

7. Select **up to two priorities for public facility funding** in your Riverside County community.

☐ Parks, Playgrounds, and Recreational Areas ☐ Libraries ☐ Senior Centers
☐ Youth/Childcare Centers ☐ Public Schools ☐ Healthcare Centers

(Optional) Please comment on your choices, or a type of public facility not listed:

_____

ADDITIONAL INFORMATION

8. In the past month, what has been your housing situation?

☐ Renting a house ☐ Renting an apartment ☐ Homeowner
☐ Staying in the house/apartment of a friend or family member ☐ Staying in a homeless shelter
☐ Homeless with no fixed shelter Other (please specify): _____

9. How many people usually live in your household?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 or more

10. What best describes your household? (children are under 18, adults are 18 and older)

☐ Single Adult ☐ Single Parent with One or More Children
☐ Two Parents with One or More Children ☐ Two or More Adults with No Children
☐ Multiple Generations of One Family ☐ Multiple Unrelated Families

Other (please specify):

_____

11. Do you spend more than 30% of your monthly income on housing expenses? (rent/mortgage + utilities)

☐ Yes ☐ No ☐ I don't know

(Optional) Would you like to explain your answer? Please comment here:

_____

DEMOGRAPHIC INFORMATION *(OPTIONAL)*

While optional, the following questions are crucial for helping Riverside County determine the needs of its residents. ***Answers provided cannot and will not be used to identify anyone who participates in this survey.***

12. What is your age?

☐ 17 or younger ☐ 18 to 24 ☐ 25 to 34 ☐ 35 to 44 ☐ 45 to 54 ☐ 55 to 64
☐ 65 to 74 ☐ 75 or older

13. What gender do you identify as? (check all that apply)

☐ Male ☐ Female ☐ Transgender ☐ Non-Binary ☐ I decline to say
☐ Another gender identity (please specify):

_____

14. What is your race and/or ethnicity? (check all that apply)

☐ American Indian or Alaska Native ☐ Asian ☐ Black or African American ☐ Hispanic or Latino
☐ Middle Eastern or North African ☐ Native Hawaiian or Other Pacific Islander ☐ White
☐ Other (please specify): _____

15. Do any of the following describe you or a member of your family? (check all that apply)

☐ Disabled Person ☐ Military Veteran ☐ Aged 65+ ☐ LGBTQIA Person
☐ Homeless or Formerly Homeless Person ☐ First-Generation Immigrant or Refugee
☐ Formerly Incarcerated Person ☐ Low- or Moderate-Income Person
☐ Single Parent or Grandparent Raising Grandchildren

16. What level of education have you completed?

☐ Less than High School ☐ High School Diploma/Equivalency ☐ Some College
☐ Bachelor's Degree ☐ Some Graduate School ☐ Advanced/Professional Degree

17. What is your employment status?

☐ Full-Time Employee ☐ Part-Time Employee ☐ Self-Employed ☐ Retired
☐ Unemployed and Seeking Work ☐ Unemployed and Not Seeking Work

CONTACT INFORMATION *(OPTIONAL)*

18. If you would like to receive additional information from the Riverside County Development Authority regarding its CDBG, HOME, and ESG investments, please enter your contact information.

Name	
Company	
Address	
Address 2	
City/Town	
State/Province	
ZIP/Postal Code	
Email Address	
Phone Number	

HWS HOUSING AND WORKFORCE SOLUTIONS
ENGAGE. ENCOURAGE. EQUIP.

Encuesta de necesidades de la comunidad del condado de Riverside 2024-2025

INTRODUCCIÓN

Propósito de la Encuesta de Necesidades de la Comunidad: cada año, el Condado de Riverside recibe alrededor de $ 10,000,000 de los Programas Federales de Subvenciones en Bloque para el Desarrollo Comunitario (CDBG), Asociaciones de Inversión HOME (HOME) y Subvenciones para Soluciones de Emergencia (ESG). Estos programas apoyan actividades de desarrollo comunitario para construir vecindarios más fuertes y resistentes, principalmente para personas de ingresos bajos a moderados.

Como parte de su proceso de planificación de cinco años, el HWS del Condado de Riverside desea conocer su opinión sobre el uso de los fondos CDBG, HOME y ESG. Sus comentarios ayudarán a informar las decisiones sobre las inversiones del Condado en sus comunidades. La encuesta debe tardar menos de 10 minutos en completarse.

Las preguntas con asterisco (*) requieren una respuesta.

***1. Elija su relación principal con el condado de Riverside.** (marque todo lo que corresponda)

☐ Residente (Vivo aquí)
☐ Empleado (trabajo aquí)
☐ Estudiante (voy a la escuela aquí)
☐ Propietario del negocio (soy dueño de un negocio aquí)
☐ Otro (especifíquese) _____

***2. ¿En qué código postal del condado de Riverside pasa la mayor parte de su tiempo (vivir, trabajar, estudiar, etc.)?**

_____

RANKING DE EVALUACIÓN DE NECESIDADES

***3.** Por favor **, clasifique sus prioridades generales para** su comunidad del Condado de Riverside. Tendrá la oportunidad de seleccionar proyectos y servicios específicos en preguntas posteriores.

1 = Prioridad más alta 5 = Prioridad más baja

_____**Oportunidades de negocio y empleo**: capacitación para personas que necesitan trabajo, préstamos para pequeñas empresas, entrenamiento para propietarios de pequeñas empresas

_____**Servicios comunitarios**: acceso a la atención de salud y salud mental, servicios para personas sin hogar, servicios para niños, servicios para ancianos, programas de prevención del delito, programas de abuso de sustancias

_____**Vivienda**: nuevas unidades de alquiler asequibles, reparación del hogar, asistencia para el pago inicial, prevención de la discriminación,
Prevención de desalojos

_____**Instalaciones públicas**: bibliotecas, parques, centros para personas mayores, centros juveniles

_____**Mejoras públicas:** Reparaciones de calles y aceras, mejoras de agua y alcantarillado, eliminación de basura, graffiti eliminación

EVALUACIÓN DE NECESIDADES – VIVIENDA

4. Seleccione **hasta tres (3) problemas de vivienda** que más necesitan atención en su comunidad del Condado de Riverside:

☐ Aumentar las viviendas de alquiler asequibles para las **familias**

☐ Aumentar las viviendas de alquiler asequibles para **personas mayores**

☐ Aumentar las viviendas de alquiler asequibles para **los trabajadores agrícolas**

☐ Aumentar la vivienda asequible con servicios de apoyo para **personas con discapacidades**

☐ Aumentar la vivienda asequible con servicios de apoyo para **personas y familias sin hogar**

☐ **Prevención de desalojos y asistencia para los derechos de los inquilinos**

☐ Asistencia para **reparar y modernizar viviendas públicas y asequibles de alquiler**

☐ Asistencia para propietarios de viviendas calificados para **reparar problemas con las casas**

☐ **Asistencia asequible para compradores de vivienda por primera vez:** asesoramiento, pagos iniciales, costos de cierre

☐ Aumentar la vivienda disponible para **las personas que usan vales de elección de vivienda de la Sección 8**

☐ Aumentar la vivienda disponible para **personas con puntajes de crédito bajos o un desalojo previo**

☐ Asistencia para **mejoras de eficiencia energética** para reducir las facturas de servicios públicos

☐ Asistencia a corto plazo **con pagos de alquiler/hipoteca/servicios públicos**

(Opcional) Por favor, comente sobre sus opciones, o un problema de vivienda no listado:

_____

EVALUACIÓN DE NECESIDADES – SERVICIOS COMUNITARIOS

5. Seleccione **hasta tres (3) servicios comunitarios** que más necesiten atención en su comunidad.

☐ **Servicios de atención médica:** atención preventiva / primaria, servicios de medicamentos recetados, atención dental y de la vista, servicios de VIH / SIDA

☐ **Servicios para niños y jóvenes:** cuidado de niños, actividades después de la escuela, tutoría, tutoría, educación de la primera infancia

☐ **Servicios para personas mayores:** servicios de comidas, asistencia en el hogar, servicios en hogares de ancianos, oportunidades recreativas o sociales

☐ **Servicios de salud mental:** asesoramiento y evaluación, atención psiquiátrica, programas para pacientes hospitalizados, grupos de apoyo

☐ **Servicios de abuso de sustancias:** prevención y educación, tratamiento, programas de recuperación

☐ **Servicios para personas sin hogar:** refugios transitorios, colocación permanente de vivienda de apoyo, comidas, recursos de ropa

☐ **Servicios para víctimas de violencia doméstica y negligencia:** refugios familiares, asesoramiento

☐ **Programas de prevención y concientización sobre el delito**

☐ **Servicios para personas discapacitadas:** programas vocacionales / autosuficientes, rehabilitación, cuidado diurno para adultos, transporte

☐ **Servicios de asistencia de emergencia:** acceso a despensas de alimentos, prevención de personas sin hogar

☐ **Servicios para inmigrantes, refugiados y/o personas que no hablan inglés**

☐ **Servicios de empleo:** programas de capacitación y referencia, clases de inglés como segundo idioma (ESL), adultos alfabetización, equivalencia de escuela secundaria y preparación universitaria, asesoramiento para adultos / jóvenes

(Opcional) Por favor, comente sobre sus opciones, o un servicio no necesita ser listado:

_____

EVALUACIÓN DE NECESIDADES: MEJORAS E INSTALACIONES PÚBLICAS

6. Seleccione **hasta tres mejoras públicas** que más necesiten atención en su comunidad.

☐ Mejora de la infraestructura de agua, alcantarillado y drenaje
☐ Mejorar las aceras, incluido el acceso para personas discapacitadas
☐ Mejorando las calles
☐ Mejora del alumbrado público
☐ Mejorar el transporte público

(Opcional) Por favor, comente sobre sus opciones, o una mejora pública no enumerada:

_____

7. Seleccione **hasta dos prioridades para el financiamiento de instalaciones públicas** en su comunidad del Condado de Riverside.

☐ Parques, áreas de juego y áreas recreativas ☐ Bibliotecas ☐ Centros para Personas Mayores
☐ Centros de cuidado juvenil/infantil ☐ Escuelas Públicas ☐ Centros de Salud

(Opcional) Por favor, comente sobre sus opciones, o un tipo de instalación pública no enumerada:

_____

INFORMACIÓN ADICIONAL

8. En el último mes, ¿cuál ha sido su situación de vivienda?

☐ Alquilar una casa ☐ Alquilar un apartamento ☐ Propietario
☐ Alojarse en la casa/apartamento de un amigo o familiar ☐ Permanecer en un refugio para personas sin hogar
☐ Personas sin hogar sin refugio fijo Otro (sírvase especificar): _____

9. ¿Cuántas personas suelen vivir en su hogar?

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 o más

10. ¿Qué es lo que mejor describe su hogar? (los niños son menores de 18 años, los adultos tienen 18 años o más)

☐ Soltero Adulto ☐ Padre soltero con uno o más hijos
☐ Dos padres con uno o más hijos ☐ Dos o más adultos sin niños
☐ Múltiples generaciones de una familia relacionadas ☐ Múltiples familias no

Otros (especifíquese):

_____

11. ¿Gasta más del 30% de sus ingresos mensuales en gastos de vivienda? (alquiler/hipoteca + servicios públicos)

☐ Sí ☐ No ☐ No sé

(Opcional) ¿Te gustaría explicar tu respuesta? Por favor, comente aquí:

_____

INFORMACIÓN DEMOGRÁFICA *(OPCIONAL)*

Si bien son opcionales, las siguientes preguntas son cruciales para ayudar al Condado de Riverside a determinar las necesidades de sus residentes. ***Las respuestas proporcionadas no pueden y no serán utilizadas para identificar a nadie que participe en esta encuesta.***

12. ¿Cuántos años tienes?

☐ 17 años o menos ☐ 18 a 24 ☐ 25 a 34 ☐ 35 a 44 ☐ 45 a 54 ☐ 55 a 64
☐ 65 a 74 ☐ 75 años o más

13. ¿Con qué género te identificas? (marque todo lo que corresponda)

☐ Masculino ☐ Hembra ☐ Transgénero ☐ No binario ☐ Me niego a decir
☐ Otra identidad de género (sírvase especificar):
_____

14. ¿Cuál es su raza y/o etnia? (marque todo lo que corresponda)

☐ Indio americano o nativo de Alaska ☐ Asiático ☐ Negro o afroamericano ☐ Hispano o Latino
☐ Oriente Medio o África del Norte ☐ Nativo de Hawái u otro isleño del Pacífico ☐ Blanco
☐ Otros (especifíquese): _____

15. ¿Alguna de las siguientes opciones lo describe a usted o a un miembro de su familia? (marque todo lo que corresponda)

☐ Persona discapacitada ☐ Veterano militar ☐ Edad 65+ ☐ Persona LGBTQIA
☐ Persona sin hogar o anteriormente sin hogar ☐ Inmigrante o refugiado de primera generación
☐ Persona anteriormente encarcelada ☐ Persona de ingresos bajos o moderados
☐ Padre soltero o abuelo criando nietos

16. ¿Qué nivel de educación has completado?

☐ Menos que la escuela secundaria ☐ Diploma de escuela secundaria / equivalencia
☐ Algo de universidad
☐ Título de grado ☐ Algunas escuelas de posgrado ☐ Grado Avanzado/Profesional

17. ¿Cuál es su situación laboral?

☐ Empleado a tiempo completo ☐ Empleado a tiempo parcial ☐ Autónomo ☐ Jubilado
☐ Desempleados y en busca de trabajo ☐ Desempleados y que no buscan trabajo

INFORMACIÓN DE CONTACTO *(OPCIONAL)*

18. Si desea recibir información adicional de la Autoridad de Desarrollo del Condado de Riverside con respecto a sus inversiones CDBG, HOME y ESG, ingrese su información de contacto.

Nombre	
Compañía	
Dirección	
Dirección 2	
Ciudad/Pueblo	
Estado/Provincia	
Código postal	
Dirección de correo electrónico	

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Patrick Safari, Capital Improvement Projects Manager**
Art Vela, Director of Public Works

MEETING DATE: **February 13, 2024**

SUBJECT: **Consideration of Resolution 2024-17, Approving Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for an Additional Amount of $50,324.36 for the Design of the San Gorgonio Avenue and Railroad At-Grade Crossing Safety Improvements**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-17.

BACKGROUND:

On March 23, 2021, City Council adopted Resolution 2021-14 approving the execution of a service contract with the California Department of Transportation (Caltrans) for the Preliminary Engineering (PE) of safety improvements at the at-grade crossing of San Gorgonio Avenue and the Union Pacific Railroad in the amount of $80,000 . On December 9, 2022 Caltrans approved additional funds in the amount of $50,000 for a total of $130,000 for the PE phase.

On January 10, 2023, City Council adopted Resolution 2023-02 for a Professional Services Agreement with CASC for the design of the San Gorgonio Avenue and Union Pacific Railroad At-Grade Crossing Safety Improvements in the amount of $109,908.36.

On October 12, 2023, the original contract with CASC was amended for additional compensation in the amount of $3,000 for reimbursable expenses associated with title report, utility research, printing and reproduction fees. The amended contract increased the contract amount to $112,908.36.

JUSTIFICATION:

On October 3, 2023, a field diagnostic meeting with representatives from the City of Banning, Caltrans, CASC, Union Pacific Railroad (UPRR) and California Public Utility Commission (CPUC) took place on the project site. During the meeting, the following pedestrian/motorist safety improvement recommendations were made:

- Provide curb and gutter, and sidewalk connectivity northeast and southeast of the railroad crossing to close a 250-foot gap of missing curb and gutter, and sidewalk.
- Provide curb and gutter, and sidewalk connectivity southwest of the railroad crossing to close a 50-foot gap of missing curb and gutter, and sidewalk.
- Provide driveway with rolled curb and swing gate for access to John Street for railroad maintenance purposes.
- Provide a total of 9,415 square feet of grind and overlay north and south of the railroad crossing for smooth transition to the railroad crossing concrete panels.

On November 16, 2023, at the request of City staff, CASC provided a change order in the amount of $50,324.36 for additional design services of the above mentioned safety improvement recommendations.

On January 8, 2024, Caltrans approved additional funds in the amount of $100,000 for a total of $230,000 to cover additional design services.

FISCAL IMPACT:

The City's cost for the PE phase will be fully reimbursed up to $230,000 by Caltrans under the Railroad-Highway Grade Crossing Program (RHGCP), Section 130.

If approved, the total contract amount with CASC will be amended to a not-to-exceed amount of $163,232.72.

ALTERNATIVES:

1. Adopt Resolution 2024-17 as recommended.
2. Adopt Resolution 2024-17 with modifications.
3. Do not adopt Resolution 2024-17. If not approved, the additional design elements recommended by the various stakeholders, including the grant funding grantor, will not be included in the construction phase of the project.

ATTACHMENTS:

1. Resolution 2024-17
2. CC Resolution No. 2021-014.pdf
3. CC Resolution No. 2023-02.pdf
4. Caltrans Contract Amendment 1.pdf
5. CASC Amendment 1.pdf
6. CASC Change Order.pdf
7. Caltrans Contract Amendment 2.pdf
8. CASC Amendment 2
9. Amendment_No.2_CASC_-_Design_San_Gorgonio - SY revisions.docx

RESOLUTION 2024-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CASC ENGINEERING AND CONSULTING, INC. FOR AN ADDITIONAL AMOUNT OF $50,324.36 FOR THE DESIGN OF THE SAN GORGONIO AVENUE AND RAILROAD AT-GRADE CROSSING SAFETY IMPROVEMENTS

WHEREAS, on March 23, 2021 City Council approved Resolution 2021-14 approving the execution of a service contract with the California Department of Transportation (Caltrans) for the Preliminary Design (PE) of safety improvements at the at-grade crossing of San Gorgonio Avenue and the Union Pacific Railroad in the amount of $80,000; and

WHEREAS, on December 9, 2022, Caltrans approved additional funds in the amount of $50,000 for a total of $130,000 for the PE phase; and

WHEREAS, on January 10, 2023 City Council approved Resolution 2023-02 for a Professional Services Agreement with CASC for the design of San Gorgonio Avenue and Union Pacific Railroad at-Grade Crossing Safety Improvements in the amount of $109,908.36; and

WHEREAS, on October 12, 2023 the original contract with CASC was amended for additional compensation in the amount of $3,000 for reimbursable expenses associated with title report, printing and reproduction fees. The amended contract increased the contract amount to $112,908.36; and

WHEREAS, on October 3, 2023 a field diagnostic meeting with representatives from the City of Banning, Caltrans, CASC, Union Pacific Railroad (UPRR) and California Public Utility Commission (CPUC) took place on the project site and safety improvement recommendations were made; and,

WHEREAS, on November 16, 2023 at the request of City staff, CASC provided a change order in the amount of $50,324.36 for additional design services to include the safety improvement recommendations; and

WHEREAS, On January 8, 2024 Caltrans approved additional funds in the amount of $100,000 for a total of $230,000 to cover additional design services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves Amendment No. 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc. for an additional amount of $50,324.36 for the Design of the San Gorgonio Avenue and Railroad at-Grade Crossing Safety Improvements and authorizes the City Manager to sign the Agreement on behalf of the City Council.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to Amendment 2 to the Professional Services Agreement with CASC Engineering and Consulting, Inc for the Design of the San Gorgonio Avenue and Railroad at-Grade Crossing Safety.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute Amendment 2 with CASC.

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 13th day of February 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 2024-17, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

RESOLUTION 2021-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE EXECUTION OF A SERVICE CONTRACT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SAFETY IMPROVEMENTS AT THE AT-GRADE CROSSING OF SAN GORGONIO AVENUE AND THE UNION PACIFIC RAILROAD

WHEREAS, a diagnostic team was formed and lead by the California Public Utilities Commission (CPUC) Rail Crossings and Engineering Branch staff for purposes of itemizing the safety improvements to be funded under the Railroad-Highway Grade Crossing Program (RHGCP), Section 130 at the San Gorgonio Avenue and Union Pacific railroad at-grade crossing; and

WHEREAS, several safety improvements were identified by the diagnostic team after analyzing the existing at-grade crossing with respect to vehicular travel, bicycle travel, pedestrian pathways and rail traffic; and

WHEREAS, the diagnostic team determined that the identified safety improvement are eligible to be fully funded by RHGCP funds; and

WHEREAS, the execution of a Service Contract between the City of Banning and the California Department of Transportation (Caltrans) is required to acquire the authorization for reimbursement of the City's cost, up to $80,000, for the preliminary engineering phase of the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves a Service Contract between Caltrans and the City of Banning for Safety Improvements at the at-grade crossing of San Gorgonio Avenue and the Union Pacific railroad and authorizes the City Manager or his designee to sign the Service Contract.

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 23rd day of March, 2021.

Colleen Wallace, Mayor
City of Banning, California

ATTEST:

Laurie Sampson, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-14 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of March 2021, by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Pingree, Sanchez and Mayor Wallace

NOES:

ABSENT:

ABSTAIN:

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

RESOLUTION 2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF SAN GORGONIO AVENUE AND UNION PACIFIC RAILROAD AT-GRADE CROSSING SAFETY IMPROVEMENTS, TO CASC ENGINEERING AND CONSULTING, INC. IN THE AMOUNT OF $109,908.36 AND APPROVING A 10% CONTINGENCY FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $120,889.20

WHEREAS, a diagnostic team lead by the California Public Utilities Commission (CPUC) and Engineering Branch staff identified the existing at-grade crossing at San Gorgonio Avenue and Union Pacific railroad as needing safety improvements; and

WHEREAS, the team analyzed vehicular safety, bicycle travel, pedestrian pathways and rail traffic and determined that safety improvements were warranted for the safety of pedestrians crossing the railroad; and

WHEREAS, on March 23, 2021 City Council approved Resolution 2021-14 approving the execution of a service contract with the California Department of Transportation (Caltrans) for the Preliminary Engineering (PE) of safety improvements at the at-grade crossing of San Gorgonio Avenue and the Union Pacific railroad in the amount of $80,000; and

WHEREAS, on September 7, 2022 staff released a Request for Proposals (RFP) for the Design of San Gorgonio Avenue and Union Pacific Railroad At-Grade Crossing Safety Improvements to four (4) consultants on the pre-qualified Engineering list approved by City Council on July 12, 2022 under Resolution 2022-99 and received one (1) proposal at a cost of $109,908.36; and

WHEREAS, since CASC Engineering and Consulting, Inc. proposal cost of $109,908.36 exceeded the approved PE cost of $80,000, on October 12, 2022, City staff requested additional funds in the amount of $40,889.20 to fully cover the PE phase; and

WHEREAS, on December 9, 2022, Caltrans approved additional funds in the amount of $50,000 for a total of $130,000; and

WHEREAS, the scope of work will include the design of 1,600 square-feet of ADA compliant sidewalks, 400 linear feet of curb and gutter, two (2) pedestrian curb ramps and signage and striping; and

WHEREAS, staff recommends the award of a professional services agreement to CASC Engineering and Consulting, Inc.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the Professional Services Agreement between CASC Engineering and Consulting, Inc., and the City of Banning.

SECTION 2. The City Manager or his designed is authorized to execute the Professional Services Agreement with CASC Engineering and Consulting, Inc. and to make necessary budget adjustments, appropriations, transfers, and approving change orders within the approved contingency.

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 10th day of January 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 2023-02, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of January 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-120-0890	23	2019	0821000010	3328	$80,000.00	2019/2020
2660-102-0890	43	2022	0821000010	3328	$50,000.00	2022/2023

The funds listed above are available for the period and purpose of the expenditure stated herein and appliable to this amendment.

CONTRACT AMENDMENT #1 **San Gorgonio Ave, City of Banning, CA**	**PROJECT NUMBER (FED ID) STPLR-7500(288)** **CALTRANS ACCOUNTING ID: 0821000010** **PROGRAM SUPPLEMENT : 50LP288** **AGENCY LOCODE: 5214** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance **Office of Federal Programs** **P.O. Box 942874, MS 1** **Sacramento, CA 94274-0001**	**Highway Railroad Grade Crossing Safety Program (Section 130)**
LOCAL AGENCY: ADDRESS: Phone:	City of Banning 99 E. Ramsey Street Banning, CA 92220 (951) 922-3130
Effective Date of Contract :	December 2, 2022
Expiration Date of Contract :	December 31, 2024
Contract	$ 80,000.00
Additional Funds Amend #1	**$ 50,000.00**
Total Contract	**$ 130,000.00**

WHEREAS: Service Contract 50LP288, dated December 15, 2020, provided $80,000.00 towards the Preliminary Engineering (PE) needed for roadway safety improvements at the grade crossing and intersection of San Gorgonio Avenue and the Union Pacific Railroad tracks identified as; California Public Utilities Commission (CPUC) No. 001B-568.20 / RIV-1003, Federal DOT No 760694C.

WHEREAS, due to the complexity of the project, the City of Banning elected to hire a traffic engineering firm to support the design of the project and;

WHEREAS, market forces have substantially increased the overall cost of goods and services,

WHEREAS, updated PE costs require additional funding in the amount of $50,000.00, as requested by the City of Banning.

NOW THEREFORE, that all terms and conditions of Program Supplement 50LP288 shall remain in full force and effect except it is mutually agreed by the parties hereto; the contract dollar amount shall be amended with additional funds for a total contract value of $130,000.00. These funds are PE, with any unexpended balance applied towards the total funding needed for CON authorization and compliant with Caltrans' state budget authority.

***IN WITNESS WHEREOF**, the parties have duly executed this contract as of the dates shown below with the effective date as shown above.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Bruce Roberts

Office of Federal Programs
Caltrans Local Assistance

Title **Section 130 Program Manager**

Date December 9, 2022

CITY OF BANNING

By _____

Title City Manager

Date 12/5/22

DocuSign Envelope ID: 325ED5D2-D8DC-46C7-A213-62F1E062F9A0

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00822) FOR DESIGN OF SAN GORGOINIO AVE AND UNION PACIFIC RAILROAD AT-GRADING CROSSING SAFETY IMPROVEMENTS BY AND BETWEEN CITY OF BANNING AND CASC ENGINEERING AND CONSULTING, INC.

1. PARTIES AND DATE

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and CASC Engineering and Consulting, Inc., a California Corporation ("Consultant") is effective this day of: October 12, 2023 .

2. RECITALS

2.1 City and Consultant entered into an agreement dated April 11, 2023 for the purpose of providing Engineering Design Services ("Master Agreement") following Request for Proposals and approved by City Council Resolution No.2023-02.

2.2 City and Consultant now desire to amend the Master Agreement to add additional compensation in an amount not to exceed Three Thousand Dollars ($3,000.00).

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants, conditions, and promises contained in the Master Agreement, the Parties mutually agree follows:

3. INCORPORATION OF RECITALS

3.1 The recitals listed above are true and correct and are hereby incorporated herein by this reference.

4. AMENDMENT TERMS

4.1 The Services are hereby amended to include the additional Services set forth in Attachment a, attached hereto and incorporated herein.

4.2 The maximum compensation for services performed pursuant to this Amendment No. 1 to the Master Agreement, is hereby amended and shall not exceed Three Thousand Dollars ($3,000.00) thereby increasing the total not to exceed compensation of the Master Agreement to the amount of One Hundred Twelve Thousand Nine Hundred Eight Dollars and Thirty-Six Cents ($112,908.36). Work shall be performed at the rates set forth in the Master Agreement.

4.3 Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Master Agreement shall remain unchanged and in full force and effect.

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4.4 The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

4.5 The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

4.6 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

4.7 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]

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Master Agreement the day and year first hereinabove written.

CITY OF BANNING

10/12/2023

Douglas Schulze, Date
City Manager

City Council Approval: n/a

ATTEST:

10/12/2023

Caroline Patton Date
Deputy City Clerk

CONSULTANT

Michelle Furlong 10/9/2023

NAME: Date
TITLE:

Richard J. Sidor 10/12/2023

NAME: Date
TITLE:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO THE CONSULTANT'S BUSINESS ENTITY.

DocuSign Envelope ID: 325ED5D2-D8DC-46C7-A213-62F1E062F9A0

CASC
Engineering and Consulting

1470 E. Cooley Drive
Colton, CA 92324
Office: 909.783.0101
Fax: 909.783.0108

ATTACHMENT "A"

A. REIMBURSABLES

This scope is reserved for reimbursable expenses associated with the following design, plan processing, and permitting efforts:

- Preliminary Title Report(s) fees
- Utility research and record information fees
  - This includes agency and utility purveyor research fees for utility atlases, record drawings, as-built plans, and other record utility documents.
- Printing and reproduction costs
  - This includes the cost of printing and reproducing plan sets, construction drawings, and any other necessary documentation required for agency review, approval, and/or permit processing.
- Delivery and courier expenses, as necessary

Reimbursable expenses will be invoiced to the City at cost plus 15%. These fees will be billed only as incurred and in accordance with the approved contract services agreement rate schedule.

A. REIMBURSABLES	**$3,000.00**

Fee Schedule
DESIGN OF SAN GORGONIO AVENUE AND RAILROAD GRADE CROSSING SAFETY IMPROVEMENT

TASK DESCRIPTION	Technical Advisor	Project Manager	Project Engineer	Design Engineer	Designer	Survey Manager	Mapping Manager	3-Man Survey Crew	Project Analyst	TOTAL Hours	TOTAL
	$210.00	$170.00	$160.00	$135.00	$125.00	$210.00	$165.00	$337.12	$107.00		
Task 1. Project Management											
Work Plan/Kickoff Meeting	2	10								12	2,120.00
Monthly Progress Meetings, Agendas, and Minutes										0	-
Invoicing										0	-
Subtotal	**2**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**2,120.00**
Task 2. Project Development											
Utility Research & Site Reconnaissance	3	8	3	3						17	2,875.00
Design Survey						16		28		44	12,799.36
Right-of-Way Dedication (Including Title Review and Base Mapping)										0	-
Subtotal	**3**	**8**	**3**	**3**	**0**	**16**	**0**	**28**	**0**	**61**	**15,674.36**
Task 3. Preliminary Engineering Design (60%)											
Street Improvement Plan	1	4	24	18	4					51	7,660.00
Signing and Striping Plan	0	1	2	8	2					13	1,820.00
Erosion Control Plan		1	2	3	8					14	1,895.00
Quantities and Cost Estimate		1	2	6	2					11	1,550.00
Subtotal	**1**	**7**	**30**	**35**	**16**	**0**	**0**	**0**	**0**	**89**	**12,925.00**
Task 4. Final Design Reports											
Utility Coordination		4			32					36	4,680.00
Subtotal	**0**	**4**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**36**	**4,680.00**
Task 5 100% Complete Plans, Specifications, and Estimate											
Street Improvement Plan	1	2	4	4	2					13	1,980.00
Signing and Striping Plan		1	1	3						5	735.00
Erosion Control Plan		1	1	1	2					5	715.00
Specifications	1	1	8	1						11	1,795.00
Quantities and Cost Estimate		1	1	2	2					6	850.00
Subtotal	**2**	**6**	**15**	**11**	**6**	**0**	**0**	**0**	**0**	**40**	**6,075.00**
FINAL Plans, Specifications, and Estimate											
Street Improvement Plan		1	1	1	1					4	590.00
Signing and Striping Plan		1		1						2	305.00
Erosion Control Plan		1			1					2	295.00
Specifications		1	2	1						4	625.00
Quantities and Cost Estimate		1	1		1					3	455.00
Subtotal	**0**	**5**	**4**	**3**	**3**	**0**	**0**	**0**	**0**	**15**	**2,270.00**
Permitting											
Encroachment Permit										0	-
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**-**
Bidding/Construction Support											
Bid/Construction Meetings		6	6							12	1,980.00
RFIs & Submittals		1	2							3	490.00
Site Visits		8	8							16	2,640.00
As-Built Plans		2	2	6						10	1,470.00
Subtotal	**0**	**17**	**18**	**6**	**0**	**0**	**0**	**0**	**0**	**41**	**6,580.00**
TOTAL	***8***	***57***	***70***	***58***	***57***	***16***	***0***	***28***	***0***	***294***	***$50,324.36***

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-120-0890	23	2019	0821000010	3328	$80,000.00	2019/2020
2660-102-0890	43	2022	0821000010	3328	$50,000.00	2022/2023
2660-102-0890	12	2023	0821000010	3328	$100,000.00	2023/2024

The funds listed above are available for the period and purpose of the expenditure stated herein and appliable to this amendment.

CONTRACT AMENDMENT #2 **San Gorgonio Ave, City of Banning, CA**	**PROJECT NUMBER (FED ID) STPLR-7500(288)** **CALTRANS ACCOUNTING ID: 0821000010** **PROGRAM SUPPLEMENT: 50LP288** **AGENCY LOCODE: 5214** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance **Office of Federal Programs** **P.O. Box 942874, MS 1** **Sacramento, CA 94274-0001**	**Highway Railroad Grade Crossing Safety Program (Section 130)**
LOCAL AGENCY: City of Banning ADDRESS: 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-3130	Effective Date of Contract: December 2, 2022 Expiration Date of Contract: December 31, 2024 Contract $130,000.00 **Additional Funds Amend #2 $100,000.00** Total Contract **$230,000.00**

WHEREAS: Service Contract 50LP288 through Amendment 1, provides $130,000.00 towards the Preliminary Engineering of roadway safety improvements at the grade crossing and intersection of San Gorgonio Avenue and the Union Pacific Rail Crossing identified as; California Public Utilities Commission (CPUC) No. 001B-568.20 / RIV-1003, Federal DOT No 760694C.

WHEREAS, the project team supports the exploration of additional active transportation improvements into the project design;

WHEREAS, addition work will be required to facilitate adding new sidewalks into the design improvements and updated PE funding in the amount of $100,000.00 has been secured through FHWA funding,

NOW THEREFORE, that all terms and conditions of Program Supplement 50LP288 shall remain in full force and effect except it is mutually agreed by the parties hereto; the Section 130 program will provide 100% of the funds necessary to complete the project and the contract amount shall be amended for a total value of $230,000.00.

IN WITNESS WHEREOF, *the parties have duly executed this contract as of the dates shown below with the effective date as shown above.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Bruce Roberts

Bruce Roberts
Office of Federal Programs
Caltrans Local Assistance

Title Section 130 Program Manager

Date January 8, 2024

CITY OF BANNING

By

Title City Manager

Date January 5, 2024

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00822) FOR DESIGN OF SAN GORGOINIO AVE AND UNION PACIFIC RAILROAD AT-GRADING CROSSING SAFETY IMPROVEMENTS BY AND BETWEEN CITY OF BANNING AND CASC ENGINEERING AND CONSULTING, INC.

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and CASC Engineering and Consulting, Inc., a California Corporation ("Consultant") is effective this day of: _____.

RECITALS

A. City and Consultant entered into an agreement dated April 11, 2023 for the purpose of providing Engineering Design Services ("Master Agreement") following Request for Proposals and approved by City Council Resolution No.2023-02

B. City and Consultant have entered into an Amendment No. 2 to the Agreement dated October 12, 2023 to increase the Contract Sum to One Hundred Twelve Thousand Nine Hundred Eight Dollars and Thirty-Six Cents ($112,908.36).

C. City and Consultant now desire to amend the Agreement to modify the Scope of Services, update the Rate Schedule, Exhibit C-1, and increase the Contract Sum to One Hundred Sixty-Three Thousand Two Hundred Thirty-Two Dollars and Seventy-Two Cents ($163,232.72).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment A, attached hereto and incorporated herein.

   1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Fifty Thousand Three Hundred Twenty-Four Dollars and Thirty-Six Cents ($50,324.36) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Hundred Sixty-Three Thousand Two Hundred Thirty-Two Dollars and Seventy-Two Cents ($163,232.72).

   1.3 Exhibit C-1 to the Agreement is hereby amended to read as set forth in Attachment B, attached hereto and incorporated herein.

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 2, all provisions of the Agreement as amended by Amendment No.1 shall remain

unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendments No.1, the provisions of this Amendment No. 2 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. 2.

2.3 Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 2 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton 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 CONSULTANT'S BUSINESS ENTITY.

ATTACHMENT "A"

ADDITIONAL SCOPE OF SERVICES

- Provide curb and gutter, and sidewalk connectivity northeast and southeast of the railroad crossing to close a 250-foot gap of missing curb and gutter, and sidewalk.
- Provide curb and gutter, and sidewalk connectivity southwest of the railroad crossing to close a 50-foot gap of missing curb and gutter, and sidewalk.
- Provide driveway with rolled curb and swing gate for access to John Street for railroad maintenance purposes.
- Provide a total of 9,415 square feet of grind and overlay north and south of the railroad crossing for smooth transition to the railroad crossing concrete panels.

ATTACHMENT “B”

RATE SCHEDULE FOR ADDED SCOPE AS SET FORTH HEREIN

AS ATTACHMENT “A”

Fee Schedule
DESIGN OF SAN GORGONIO AVENUE AND RAILROAD GRADE CROSSING SAFETY IMPROVEMENT

TASK DESCRIPTION	Technical Advisor	Project Manager	Project Engineer	Design Engineer	Designer	Survey Manager	Mapping Manager	3-Man Survey Crew	Project Analyst	TOTAL Hours	TOTAL
	$210.00	$170.00	$160.00	$135.00	$125.00	$210.00	$165.00	$337.12	$107.00		
Task 1. Project Management											
Work Plan/Kickoff Meeting	2	10								12	2,120.00
Monthly Progress Meetings, Agendas, and Minutes										0	-
Invoicing										0	-
Subtotal	**2**	**10**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**12**	**2,120.00**
Task 2. Project Development											
Utility Research & Site Reconnaissance	3	8	3	3						17	2,875.00
Design Survey						16		28		44	12,799.36
Right-of-Way Dedication (including Title Review and Base Mapping)										0	-
Subtotal	**3**	**8**	**3**	**3**	**0**	**16**	**0**	**28**	**0**	**61**	**15,674.36**
Task 3. Preliminary Engineering Design (60%)											
Street Improvement Plan	1	4	24	18	4					51	7,660.00
Signing and Striping Plan	0	1	2	8	2					13	1,820.00
Erosion Control Plan		1	2	3	8					14	1,895.00
Quantities and Cost Estimate		1	2	6	2					11	1,550.00
Subtotal	**1**	**7**	**30**	**35**	**16**	**0**	**0**	**0**	**0**	**89**	**12,925.00**
Task 4. Final Design Reports											
Utility Coordination		4			32					36	4,680.00
Subtotal	**0**	**4**	**0**	**0**	**32**	**0**	**0**	**0**	**0**	**36**	**4,680.00**
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Subtotal	**0**	**5**	**4**	**3**	**3**	**0**	**0**	**0**	**0**	**15**	**2,270.00**
Permitting											
Encroachment Permit										0	-
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**-**
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Subtotal	**0**	**17**	**18**	**6**	**0**	**0**	**0**	**0**	**0**	**41**	**6,580.00**
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AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00822) FOR DESIGN OF SAN GORGOINIO AVE AND UNION PACIFIC RAILROAD AT-GRADING CROSSING SAFETY IMPROVEMENTS BY AND BETWEEN CITY OF BANNING AND CASC ENGINEERING AND CONSULTING, INC.

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C. City and Consultant now desire to amend the Agreement to modify the Scope of Services, update the Rate Schedule, Exhibit C-1, and increase the Contract Sum to One Hundred Sixty-Three Thousand Two Hundred Thirty-Two Dollars and Seventy-Two Cents ($163,232.72).

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[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
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 CONSULTANT'S BUSINESS ENTITY.

ATTACHMENT "A"

ADDITIONAL SCOPE OF SERVICES

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ATTACHMENT “B”

RATE SCHEDULE FOR ADDED SCOPE AS SET FORTH HEREIN

AS ATTACHMENT “A”

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Subtotal	**0**	**5**	**4**	**3**	**3**	**0**	**0**	**0**	**0**	**15**	**2,270.00**
Permitting											
Encroachment Permit										0	-
Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**-**
Bidding/Construction Support											
Bid/Construction Meetings		6	6							12	1,980.00
RFIs & Submittals		1	2							3	490.00
Site Visits		8	8							16	2,640.00
As-Built Plans		2	2	6						10	1,470.00
Subtotal	**0**	**17**	**18**	**6**	**0**	**0**	**0**	**0**	**0**	**41**	**6,580.00**
TOTAL	***8***	***57***	***70***	***58***	***57***	***16***	***0***	***28***	***0***	***294***	***$50,324.36***

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Stephanie Sirls, Transit Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-18, Approving an Updated Service Plan for Banning Connect Transit Services**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2024-18.

BACKGROUND:

The City of Banning, under the management of the Department of Public Works, owns and operates the Banning Connect Transit System which includes the operation of Fixed -Route services that serve between Banning and Cabazon. Additionally, the Dial-A-Ride division offers curb-to-curb transit services to ADA, elderly and disabled citizens residing within the City of Banning.

Transit dependent residents of the San Gorgonio Pass area rely heavily on the public transit system and Banning Connect will continue to operate as efficiently and effectively as possible while providing the highest level of customer service. In support of the transit operations, and to maintain safe, efficient, and reliable services, it is necessary to modify current bus schedules to improve system reliability.

To meet demand, staff proposes to revise the current service as follows:

- Restoring hourly service to Cabazon from 6:15 AM to 5:45 PM on Route 1.
- Routes 5 and 6 will be combined into one route with two buses simultaneously running the route and rebranded as the “Banning Circulator” instead of the “5/6 Combo”.
- The Banning Circulator will run seven days a week instead of just on weekends.
- Addition of hourly service to the new Atwell community on the Banning Circulator and Dial-A-Ride.

Current Fiscal Year 2023/2024 fixed route revenue service hours are expected to remain the same. If approved, the modifications will take effect February 20, 2024.

Once the changes are made, staff will observe ridership volumes to ensure that the proposed changes are meeting the community’s needs.

JUSTIFICATION:

In an effort to improve system reliability, the rebranding of the Route 5/6 Combo and a subsequent service change is warranted. The residents of Cabazon have been increasingly asking that hourly service be restored since the onset of the pandemic. Secondly, there is a need to add fixed route and DAR service in the Atwell Community to ensure that Banning’s newest residents have access to public transportation and critical services such as grocery store trips and doctor appointments. These

associated schedule changes are necessary in order to provide and maintain equitable, efficient, safe and reliable transit services.

FISCAL IMPACT:

There is no anticipated fiscal impact.

ALTERNATIVES:

1. Adopt Resolution 2024-18 as presented.
2. Adopt Resolution 2024-18 with modifications.
3. Do not adopt Resolution 2024-18 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-18.docx
2. Banning Circulator .pdf
3. Route 1 Schedule.pdf

RESOLUTION 2024-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN UPDATED SERVICE PLAN FOR BANNING CONNECT TRANSIT SERVICES

WHEREAS, the City of Banning, under the management of the Department of Public Works, owns and operates the Banning Connect Transit System, which provides Fixed-Route and Dial-A-Ride transit services to the residents of Banning and the San Gorgonio Pass area; and

WHEREAS, in order to improve system reliability and meet the demands of the community, it is necessary to modify current bus schedules and make specific route changes; and

WHEREAS, the proposed modifications include reauthorizing hourly Cabazon service on Route 1, rebranding Route 5/6 Combo as the Banning Circulator, and adding Dial-a-Ride service and hourly fixed route service in the Atwell community on the Banning Circulator; and

WHEREAS, these modifications are expected to have no fiscal impact and will enhance the current level of service.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves and adopts the following updated service plan for Banning Connect transit service: (1) Restoring hourly service to Cabazon from 6:15 AM to 5:45 PM on Route 1; (2) Routes 5 and 6 will be combined into one route with two buses simultaneously running the route and rebranded as the “Banning Circulator” instead of the “5/6 Combo”; (3) the Banning Circulator will run seven days a week instead of just on weekends; and (4) addition of hourly service to the new Atwell community on the Banning Circulator and Dial-A-Ride.

SECTION 2. The City Council authorizes the City Manager, or designee, to implement the proposed service changes set forth in Section 1, which will take effect on February 20, 2024.

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 13th day of February 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 2024-18, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Banning Circulator

(5/6 Combo)

Effective 2/20/24

INFO: 951-922-3243

www.banningconnect.com

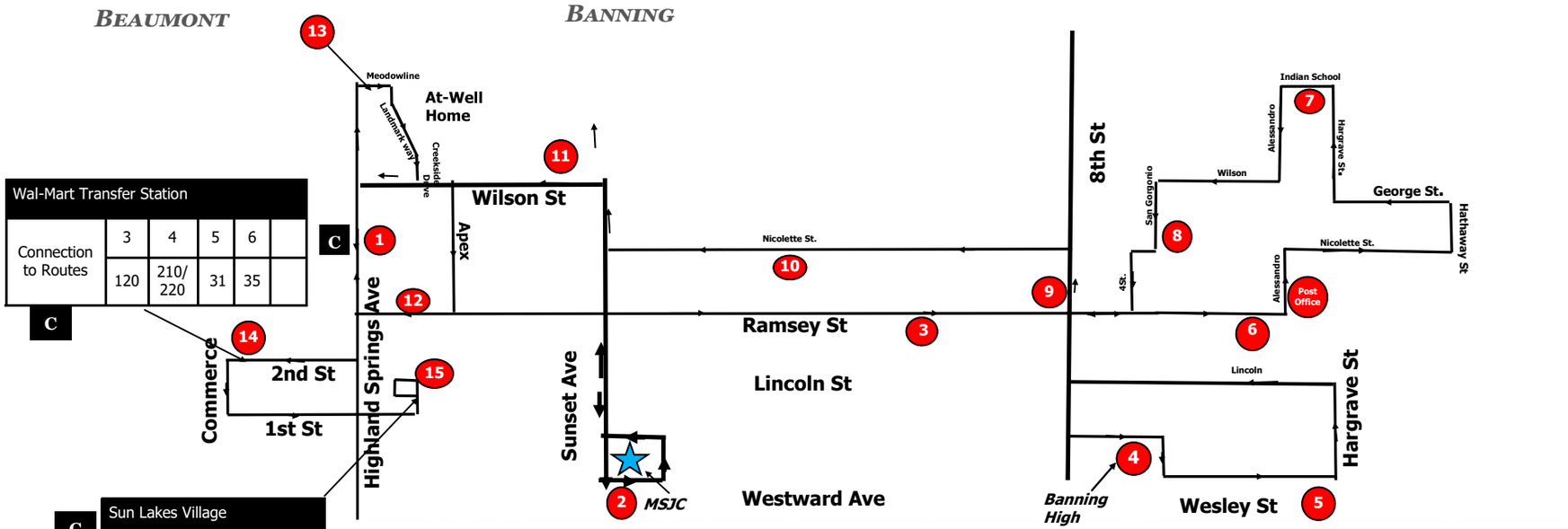
BANNING CONNECT

TRANSIT SYSTEM

Legend | Map not to scale	
●	Time Point
C	Connection Point

N

San Gorgonio Hospital			
Connection to Routes	1	2	3
	4	5	



Wal-Mart Transfer Station					
Connection to Routes	3	4	5	6	
	120	210/ 220	31	35	

C

Sun Lakes Village			
Connection to Routes	5	31	35

FARES	
Fare	$1.25 one-way trip
Senior 60+ yrs/Disabled	$ .75 one-way trip
Children (46" or under)	$ .25 one-way trip
Youth (17 years & under)	$1.00 one-way trip

DAY PASSES	
General	$3.25
Sr/Disabled	$2.00

10 TICKET BOOKLET	
General	$12.50
Sr/Disabled	$7.50

MONTHLY PASSES	
General	$39.00
Sr/Disabled	$24.75
Youth	$25.00
Banning High School & Nicolet Middle School Student Pass	$10.00

Banning Circulator

(5/6 Combo)

Effective 2/20/24

INFO: 951-922-3243

www.banningconnect.com

WEEKDAY

Circulator 2 in yellow

Optum 12	Wal mart 13	Sun-Lakes 14	San G Hospital 1	MSJC Sunset Ramsey 2	BHS 3	Smith Correctional 4	Banning PD City Hall 5	Indian School 6	Library 7	8th Street & Ramsey 8	Hemmerling School 9	Oregon Trail & Wilson 10	Atwell 11
-	-	-					5:30	5:42	5:46	5:50	5:54	5:59	6:05
							6:30	6:42	6:46	6:50	6:54	7:59	7:05
6:10	6:15	6:20	6:25-6:35	6:44	6:54	6:57	7:06	7:18	7:22	7:26	7:30	7:35	7:41
7:10	7:15	7:20	7:25-7:35	7:44	7:54	7:57	8:06	8:18	8:22	8:26	8:30	8:35	8:41
7: 46	7:51	7:56	8:01	8:10	8:20	8:23	8:32	8:44	8:48	8:52	8:56	9:01	9:07
8:46	8:51	8:56	9:01	9:10	9:20	9:23	9:32	9:44	9:48	9:52	9:56	10:01	10:07
9:12	9:17	9:22	9:27-9:37	9:46	9:56	9:59	10:08	10:20	10:24	10:28	10:32	10:37	10:43
10:12	10:17	10:22	10:27-10:37	10:46	10:56	10:59	11:08	11:20	11:24	11:28	11:32	11:37	11:43
10:48	10:53	10:58	11:03-11:13	11:22	11:32	11:35	11:44	11:56	12:00	12:04	12:08	12:13	12:19
11:48	11:53	11:58	12:03-12:13	12:22	12:32	12:35	12:44	12:56	1:00	1:04	1:08	1:13	1:19
12:24	12:29	12:34	12:39-12:49	12:58	1:08	1:11	1:20	1:32	1:36	1:40	1:44	1:49	1:55
1:24	1:29	1:34	1:39-1:49	1:58	2:08	2:11	2:20	2:32	2:36	2:40	2:44	2:49	2:55
2:00	2:05	2:10	2:15-2:20	2:29	2:39	2:43	2:52	3:04	3:08	3:12	3:16	3:21	3:27
3:00	3:05	3:10	3:15-3:20	3:29	3:39	3:43	3:52	4:04	4:08	4:12	4:16	4:21	4:27
3:32	3:37	3:42	3:47-3:57	4:06	4:16	4:19	4:28	4:40	4:44	4:48	4:52	4:57	5:03
4:32	4:37	4:42	4:47-4:57	5:06	5:16	5:19	5:28	5:40	5:44	5:48	5:52	5:57	6:03
5:08	**5:13**	**5:18**	**5:23-5:33**	**5:42**	**5:52**	**5:55**	**6:04**	6:16	6:20	6:24	6:28		
6:08	**6:13**	**6:18**	**6:23**										

WEEKEND

Optum 12	Wal-Mart 14	Sun Lakes 15	San G Hospital 1	MSJC & Sunset 2	BHS 3	Smith Correctional 4	Banning PD & City Hall 5	Indian School 6	Library 7	8 St. & Ramsey 8	Hemmerling School 9	Oregon Trail & Wilson 10	Atwell 11
					8:00	8:03	8:12	8:24	8:28	8:32	8:36	8:41	8:47
8:52	8:57	9:02	9:07-9:17	9:26	9:36	9:39	9:48	10:00	10:04	10:08	10:12	10:17	10:23
10:28	10:33	10:38	10:43-10:53	11:02	11:12	11:15	11:24	11:36	11:40	11:44	11:48	11:53	11:59
12:04	12:09	12:14	12:19-12:29									1:29	1:35
1:40	1:45	1:50	1:55-2:05	2:14	2:24	2:27	2:36	2:48	2:52	2:56	3:00	3:05	3:11
3:16	3:21	3:26	3:31-3:41	3:50	4:00	4:03	4:12	4:24	4:28	4:32	4:36	4:41	4:47
4:52	4:57	5:02	5:07-5:17	5:26	5:36	5:39	5:48	6:00	6:04	6:08	6:12	6:17	6:23
6:28													

On Saturday's & Sunday's, the bus will shut down for lunch from 12:30 p.m. to 1:30 p.m.

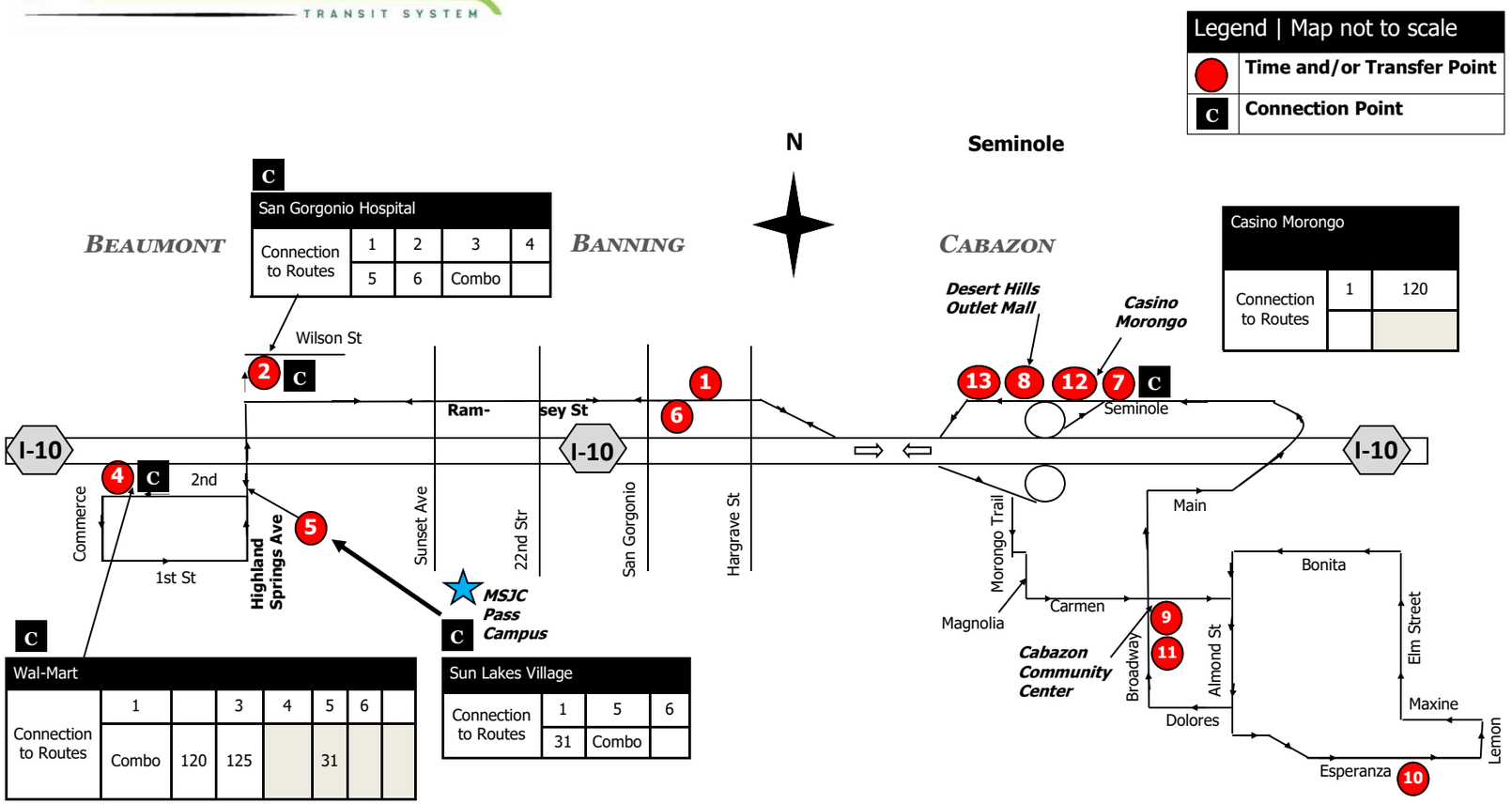
Route 1

Effective 2/20/2024

INFO: 951-922-3242

www.banningconnect.com

BANNING CONNECT TRANSIT SYSTEM



FARES	
Fare	$1.25 one-way trip
Senior 60+ yrs/Disabled	$ .75 one-way trip
Children (46" or under)	$ .25 one-way trip
Youth (17 years & under)	$1.00 one-way trip

DAY PASSES	
General	$3.25
Sr/Disabled	$2.00

10 TICKET BOOKLET	
General	$12.50
Sr/Disabled	$7.50

MONTHLY PASSES	
General	$39.00
Sr/Disabled	$24.75
Youth	$25.00
Banning High School & Nicolet Middle School Student Pass	$10.00



Route 1 — Effective 2/20/2024 — INFO: 951-922-3242

www.banningconnect.com

A.M. times in PLAIN, **P.M. times are in Bold**

WEEKDAY

WB EB

Casino Morongo to Banning	Outlets To Banning	Courthouse (Headed to Walmart)	MSJC Pass Campus	San Gorgonio Hospital		Walmart	Sunlakes Village	Banning Police Dept (across street) to Cabazon	Casino Morongo to Cabazon	Outlets/ McDonald's to Cabazon	Cabazon Community Center on Carmen	Esperanza & Elm	Cabazon Community Center on Broadway
12	13	1	★	2	3	4	5	6	7	8	9	10	11
-	-	-	-	-	-	-		-	-	-			
-	-	5:11	-	5:20	-	5:33	5:35	5:50	6:00	6:02-6:06	6:15	6:30	6:45
-		6:11	-	6:20	-	6:33	6:35	6:50	7:00	7:02-10	7:15	7:30	7:45
7:00	7:03	7:11	-	7:20	-	7:33	7:35	7:50	8:00	8:02-8:10	8:15	8:30	8:45
8:00	8:03	8:11	-	8:20	-	8:33	8:35	8:50	9:00	9:02-9:10	9:15	9:30	9:45
9:00	9:03	9:11	-	9:20	-	9:33	9:35	9:50	10:00	10:02-10	10:15	10:30	10:45
10:00	10:03	10:11	-	10:20	-	10:33	10:35	10:50	11:00	11:02-10	11:15	11:30	11:45
11:00	11:03	11:11	-	11:20	-	11:33	11:35	11:50	**12:00**	**12:02-10**	**12:15**	**12:30**	**12:45**
12:00	**12:03**	**12:11**	-	**12:20**	-	**12:33**	**12:35**	**12:50**	**1:00**	**1:02-1:10**	**1:15**	**1:30**	**1:45**
1:00	**1:03**	**1:11**	-	**1:20**	-	**1:33**	**1:35**	**1:50**	**2:00**	**2:02-2:10**	**2:15**	**2:30**	**2:45**
2:00	**2:03**	**2:11**	-	**2:20**	-	**2:33**	**2:35**	**2:50**	**3:00**	**3:02-3:10**	**3:15**	**3:30**	**3:45**
3:00	**3:03**	**3:11**	-	**3:20**	-	**3:33**	**3:35**	**3:50**	**4:00**	**4:02-4:10**	**4:15**	**4:30**	**4:45**
4:00	**4:03**	**4:11**	-	**4:20**	-	**4:33**	**4:35**	**4:50**	**5:00**	**5:02-5:10**	**5:15**	**5:30**	**5:45**
5:00	**5:03**	**5:11**	-	**5:20**	-	**5:33**	**5:35**	**5:50**	**6:00**				
6:00	**6:03**	**6:11**	-	**6:20**	-	**6:33**	**6:35**	**6:50**	**7:00**				
7:00	**7:03**	**7:11**		**7:20**		**7:33**	**7:35**	**7:50**	**8:00**				
8:00	**8:03**	**8:11**	-	**8:20**	-	**8:33**	**8:35**	**8:50**	**9:00**				
9:00	**9:03**	**9:11**		**9:20**		**9:33**	**9:35**	**9:50**	**10:00**	-	-	-	-

WEEKEND

												8:00	8:15
8:30	8:33	8:41	-	8:50	-	8:56	9:03	9:20	9:30	9:32-36	9:45	10:00	10:15
10:30	10:33	10:41	-	10:50	-	10:56	11:03	11:20	11:30	11:32-36	11:45	**12:00**	**12:15**
										1:32-36	**1:45**	**2:00**	**2:15**
2:30	**2:33**	**2:41**	-	**2:50**	-	**2:56**	**3:03**	**3:20**	**3:30**	**3:32-36**	**3:45**	**4:00**	**4:15**
4:30	**4:33**	**4:41**	-	**4:50**	-	**4:56**	**5:03**	**5:20**	**5:30**	**5:36**	-	-	-
5:45	**5:48**	**5:56**	-	-	-		-	-	-	-	-	-	-

On Saturday's & Sunday's, the bus will shut down for lunch from 12:30 p.m. to 1:30 p.m.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-19, Approving the Reprogramming of Community Development Grant (CDBG) Funds for FY 2024-2025 in the Amount of $30,000 from Fire Station #89 to the Dysart Park Bleacher Project**

RECOMMENDATION:

Staff recommends adoption of Resolution 2024-19, approving the reprogramming of CDBG funds for FY 2024-2025 in the amount of $30,000 from Fire Station #89 to the Dysart Park Bleacher Project.

BACKGROUND:

On October 24, 2023, the Council approved Resolution 2023-171 authorizing the admission of CDBG FY 2024-2025 applications to Riverside County Housing and Workforce Solutions (HWS) to be submitted for approval by the Riverside County Board of Supervisors. These applications included an application for $30,000 for the installation of an exhaust venting system for Fire Station #89.

JUSTIFICATION:

On January 22, 2024, the City of Banning was informed by HWS that the application submitted for Fire Station #89 did not meet the criteria for CDBG Funds and will not be approved by the Board of Supervisors. Staff is therefore requesting Council authorize these funds be reprogrammed to the Dysart Park Bleacher Project.

FISCAL IMPACT:

None

ALTERNATIVES:

The Council may choose not to reprogram the $30,000 to the Dysart Park Bleacher project and designate another approved application to receive these funds. The other approved applications are the City of Banning Senior Center ADA Improvements Project and the Sunrise Church Food Pantry.

ATTACHMENTS:

1. CC Resolution 2024-19.docx
2. CC Resolution No. 2023-171.pdf
3. Reallocation Request 2-13-2024.docx

RESOLUTION 2024-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE REPROGRAMMING OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FY 2024-2025 IN THE AMOUNT OF $30,000 ROM FIRE STATON #89 TO THE DYSART PARK BLEACHER PROJECT.

WHEREAS, on October 24, 2023, the Council approved Resolution 2023-171 authorizing the admission of CDBG FY 2024-2025 applications to Riverside County Housing and Workforce Solutions (HWS) to be submitted for approval by the Riverside County Board of Supervisors; and

WHEREAS, the submission included an application for $30,000 for the installation of an exhaust venting system for Fire Station #89; and

WHEREAS, on January 22, 2024, the City of Banning was informed by HWS that the application submitted for Fire Station #89 did not meet the criteria for CDBG Funds and will not be approved by the Board of Supervisors; and

WHEREAS, it is requested the $30,000 be reprogrammed to the Dysart Park Bleacher Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves Resolution 2024-19, Reprogramming CDBG FY 2024-2025 Funds in the amount of $30,000 from Fire Station #89 to the Dysart Park Bleachers Project.

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 13th day of February 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 2024-19, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Description of Exhibit A

RESOLUTION 2023-171

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM PROJECTS FOR FISCAL YEAR 2024/2025

WHEREAS, the City of Banning has submitted applications for projects/activities under the Community Development Block Grant ("CDBG") program to the County of Riverside Department of Housing, Homelessness Prevention and Workforce Solutions annually; and

WHEREAS, during the month of September, notifications of application availability were provided to non-profit organizations, City Departments, and the general public through various media, including legal notice, City website, and the City's Social Media outlets; and

WHEREAS, on September 26, 2023, at its regular meeting, the City Council appointed an Ad-hoc Committee to review applications received. The applications were provided to the committee for review on October 11, 2023, and recommendation as shown as Exhibit "A"; and

WHEREAS, the CDBG Ad-hoc Committee reviewed applications and recommended the following projects be funded; City of Banning Senior Center ADA Improvements $75,000, City of Banning Dysart Park Bleachers $75,000, City of Banning Fire Station #89 Plymovent Exhaust System $30,000 and Sunrise Church Banning Peace Center Food Distribution Center $11,264; and

WHEREAS, the projects submitted herein meets the CDBG program guidelines and/or requirements; and

WHEREAS, it is necessary that the project be approved by the City Council through resolution in order for the City and its residents to obtain and utilize the federally funded CDBG grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council adopts Resolution 2023-171, approving the projects submitted for funding under the Community Development Block Grant programs for Fiscal Year 2024/2025; and

SECTION 2. The Administrative Services Director or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this resolution; and

SECTION 3. The City Manager is authorized to submit four projects for Fiscal Year 2023/2024 Community Development Block Grant program to County of Riverside Housing and Workforce Solutions for approval by their Board.

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 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-171, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A

Summary of Applications and Funding for Community Development Block Grant (CDBG) Program Funding Cycle FY 2024-2025

Applications Received	Requested Funding	Ad-Hoc Recommended
Community Projects		
Faith in Action	$39,500	0.00
Voices for Children	$12,000	0.00
Boys & Girls Club	$30,000	0.00
Sunrise Church Food Pantry	$20,000	$11,264
City of Banning Projects		
Low Income Program Assistance	$12,500	0.00
Senior Center ADA Improvements	$102,500	$75,000
Dysart Park Bleachers	$75,000	$75,000
Station #89 Plymovent System	$75,000	$30,000
Total	**$366,500**	**$191,264**

City of Banning

Office of the City Manager

February 14, 2024

Anna Varona-Doromal
Supervising Development Specialist
County of Riverside
Housing and Workforce Solutions
3403 10th Street, Suite 300
Riverside, CA 92501

Subject: Request to reprogram CDBG FY 2024-2025 funds in the amount of $30,000.00 from Fire Station #89. to the Dysart Park Bleacher Project.

Please accept this request to reprogram remaining funds in the amount of $30,000.00 from Fire Station #89 to the Dysart Park Bleacher Project.

The certified Resolution 2024-19 is enclosed as approved by City Council on February 13, 2024.

If you have any questions, please contact me at lsampson@banningca.gov .

Sincerely,

Laurie J Sampson
Assistant City Manager

99 E. Ramsey St. * P.O. Box 998 * Banning, CA 92220-0998 * (951) 922-3100 * Fax (951) 922-3128

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Derek Thesier, Acting Chief of Police** **Derek Thesier**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-20, Authorizing the Acceptance of the Donation of Three (3) BMW Police Motorcycles from the City of Riverside Police Department.**

RECOMMENDATION:

City staff recommends that the City Council adopt Resolution 2024-20.

BACKGROUND:

The Banning Police Department is re-establishing the Traffic Bureau, which will be comprised of both sworn and non-sworn members of the Banning Police Department. This Bureau will investigate traffic collisions and engage in traffic enforcement. The Traffic Bureau will also participate in public education, the management of grants and work with the traffic engineer to help with traffic studies and create safer streets. The Traffic Bureau's ultimate goal will be to minimize traffic collisions, injuries associated with traffic collisions and traffic related deaths. The vehicles used to enforce the traffic laws will be comprised of traditional patrol vehicles, police motorcycles and other specialized vehicles.

The Banning Police Department previously had a Police Motorcycle program and is actively working to re-implement the program. Banning Police Department management reached out to the surrounding police agencies for assistance and Chief Larry Gonzalez of the Riverside Police Department answered the call. The Riverside Police Department was in the process of decommissioning several Police Motorcycles as they had just taken delivery of their new fleet. Three (3) Police Motorcycles, in good condition, were donated by the City of Riverside City Council on January 16, 2024, to the Banning Police Department in an effort to help re-establish the Banning Police Department's Motor Officer Program. The donated motorcycles include: two (2) 2013 BMW Motorcycles; and one (1) 2014 BMW Motorcycle.

JUSTIFICATION:

These donated motorcycles will be used to facilitate the re-implementation of the Banning Police Department's motor program at minimal cost. These donated motors will allow for the Banning Police Department to field a second motor in or about July 2024, while allowing for a backup motorcycle should either motorcycle need maintenance / service.

FISCAL IMPACT:

The estimated fiscal impact for all three (3) motorcycles to include fuel usage according to the Fleet Services Manager will be approximately $5,000 annually.

ALTERNATIVES:

The City Council may choose to reject the donation and provide alternative direction.

ATTACHMENTS:

1. Resolution 2024-20 PD Motorcycle donation
2. Donated Police Motors Riverside.pdf

RESOLUTION 2024-20

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE DONATION OF THREE (3) BMW POLICE MOTORCYCLES FROM THE CITY OF RIVERSIDE POLICE DEPARTMENT

WHEREAS, the City of Riverside Police Department has donated three (3) police motorcycles to the City of Banning; and,

WHEREAS, the City of Banning's Police Department desires to accept the donation of the three (3) police motorcycles from the City of Riverside Police Department; and,

WHEREAS, the Banning Police Department will utilize the donated police motorcycles to re-implement its Motor Officer Program in an effort to create a safer environment for those living in, traveling through, and working within the City of Banning.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council accepts the donation of the three (3) BMW Police Motorcycles from the City of Riverside.

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 13th day of February 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 2024-20, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

CITY OF RIVERSIDE

City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL **DATE: JANUARY 16, 2024**

FROM: POLICE DEPARTMENT **WARDS: ALL**

SUBJECT: DECLARE THREE BMW MOTORCYCLES AS SURPLUS PROPERTY AND APPROVE DONATION TO BANNING POLICE DEPARTMENT FOR DEVELOPMENT OF MOTOR OFFICER PROGRAM

ISSUES:

Declare three BMW Motorcycles as surplus property and approve the donation of the motorcycles to the Banning Police Department for the development of their motor officer program.

RECOMMENDATIONS:

That the City Council:

1. Declare three BMW Motorcycles as surplus property to the needs of the Department; and

2. Approve the donation of the motorcycles to the Banning Police Department for the development of their motor officer program.

BACKGROUND:

The Riverside Police Department's (RPD) Traffic Bureau has sworn officers who investigate traffic collisions and engage in enforcement and education with the public to address traffic safety issues in the city of Riverside. The Traffic Bureau also has non-sworn, professional staff members who help to investigate traffic collisions, participate in public education, and manage grants and other administrative duties.

Vehicles for the Traffic Bureau, including motorcycles, are replaced as needed, particularly when the time and cost of maintaining them becomes greater than the cost of replacement.

In the fall of 2022, RPD purchased four 2023 BMW Motorcycles to replace existing motorcycles that were ready to be decommissioned. RPD began the process of designating the older motorcycles as surplus assets, after which the city can either donate, transfer, exchange, sell or dispose of the motorcycles.

DISCUSSION:

In October 2023, the Banning Police Department reached out to police agencies with existing motorcycle traffic programs requesting donations of motorcycles that were slotted to be decommissioned to help develop their own motor officer program.

RPD has three BMW Motorcycles that are no longer in service and meet the needs of the Banning Police Department. Therefore, RPD is requesting City Council approval to declare the following motorcycles as surplus property and donate them to the Banning Police Department.

Unit #	Model Year	Description	Mileage
2301	2013	BMW Motorcycle	88,805
2304	2013	BMW Motorcycle	67,987
2402	2014	BMW Motorcycle	74,717

The General Services Director concurs with this report.

STRATEGIC PLAN ALIGNMENT:

This item contributes to Strategic Priority No. 2 *Community Well-Being* and Goal No. 2.4 – Support programs and innovations that enhance community safety, encourage neighborhood engagement, and build public trust.

This item aligns with each of the five Cross-Cutting Threads as follows:

1. **Community Trust** – The request to donate three RPD BMW Motorcycles to the Banning Police Department will be discussed with the City Council for transparency and inclusive community engagement. Donating the BMW Motorcycles will support public safety programs in the region and result in greater public good.

2. **Equity** – RPD has good collaborative partnerships with other law enforcement agencies in the region. Donating the BMW Motorcycles allows RPD to maintain these partnerships which helps to enhance public safety services and optimize resources in emergency situations and provides a citywide benefit.

3. **Fiscal Responsibility** – Donating three BMW Motorcycles to the Banning Police Department will not negatively impact the General Fund.

4. **Innovation** – The donation of the motorcycles will continue the collaborative partnerships that RPD has with other law enforcement agencies in the region.

5. **Sustainability & Resiliency** – The donation of the motorcycles allows RPD to maintain a collaborative partnership with the Banning Police Department which helps to enhance public safety services and optimize resources in the present and future, while adapting, and growing with the needs of the community.

FISCAL IMPACT:

There is no fiscal impact associated with the actions stated in this report.

Prepared by:	Captain Kevin Townsend
Approved by:	Larry Gonzalez, Chief of Police
Certified as to availability of funds:	Kristie Thomas, Finance Director/Assistant Chief Financial Officer
Approved by:	Mike Futrell, City Manager
Approved as to form:	Phaedra A. Norton, City Attorney

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ann Marie Loconte, Associate Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-21, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2024/2025**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2024-21, initiating proceedings to update Landscape Maintenance District No. 1 for Fiscal Year 2024/2025 in order to prepare the assessments of the area.

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990, ordering the formation of Landscape Maintenance District (LMD) No. 1, ("the District") the boundaries of which are shown in Attachment "2." An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. Tract No. 37320 then joined LMD No. 1 on November 14, 2023 when the City Council approved Resolution No. 2023-177, as Annexation No. 2. The District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscape areas within the City of Banning, all of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value. Resolution No. 2024-21 will initiate proceedings to update the assessment for LMD No. 1 for Fiscal Year 2024/2025. A tentative schedule for updating the District, as required by the "Landscaping and Lighting Act of 1972," is attached hereto as Attachment 3.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District No. 1 by adopting Resolution 1990-59 on August 14, 1990. The adoption of Resolution 2024-21 will enable the City Engineer to prepare the assessments for Fiscal Year 2024/2025.

FISCAL IMPACT:

None related to Resolution 2024-21. Staff plans on presenting detailed information regarding the revenues and expenditures related to LMD No.1 during a workshop in the near future. Additionally, a detailed estimate will be prepared and forwarded with the required Engineer's Report.

ALTERNATIVES:

1. Adopt Resolution 2024-21 as recommended.
2. Adopt Resolution 2024-21 with modifications.
3. Do not approve Resolution 2024-21 and provide alternative direction to staff. Not approving the update of the LMD No. 1 assessment will likely result in decreased revenue for maintaining the

LMD No. 1 areas.

ATTACHMENTS:

1. Resolution 2024-21.docx
2. Attachment 2- LMD No.1 Map.pdf
3. Attachment 3- Tentative Schedule for Updating Landscape Maintenance District No. 1.doc

RESOLUTION 2024-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, INITIATING PROCEEDINGS TO UPDATE LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE FISCAL YEAR 2024/2025, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the City Council, pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500, desires to initiate proceedings to update the City of Banning's Landscape Maintenance District No. 1, and to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping and all appurtenant facilities related thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council desires to update Landscape Maintenance District No. 1 for Fiscal Year 2024/2025, pursuant to the "Landscaping and Lighting Act of 1972" (Section 22500 and following, Streets and Highways Code) for the purpose of the following improvements:

Maintaining and servicing street trees, parkways, median islands, perimeter strips and backup walls, side slopes adjacent to sidewalks and storm drains, open space areas, flood detention or retention basins, and the irrigation of the above improvements.

SECTION 2. The City Council hereby directs the City Engineer to prepare and file with the City Clerk an Engineer's Report in accordance with Article 4 of Chapter 1 of the "Landscaping and Lighting Act of 1972".

SECTION 3. The fee to be assessed will not exceed the reasonable cost of providing the service. The fee charged shall be based on the rate and methodology set forth in Resolution Nos. 1990-59, 2005-36 and 2023-177.

SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

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 13th day of February 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 2024-21, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13 day of February 2024 by the following vote, to wit:

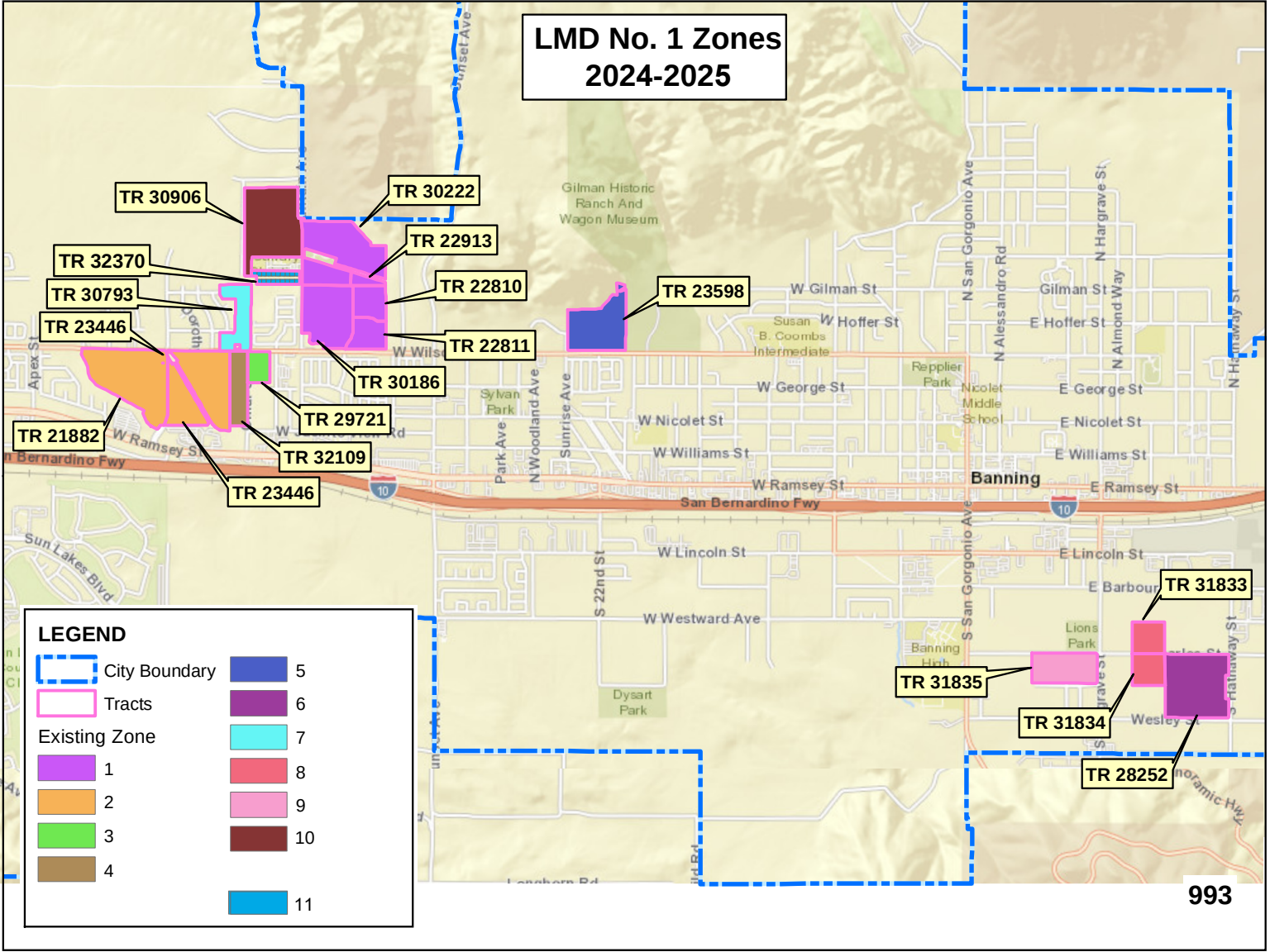
AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California


LMD No. 1 Zones
2024-2025
TR 30906
TR 30222
TR 22913
TR 32370
TR 22810
TR 30793
TR 23598
TR 23446
TR 22811
TR 30186
TR 29721
TR 21882
TR 32109
TR 23446
TR 31833
TR 31835
TR 31834
TR 28252
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
11
Gilman Historic Ranch And Wagon Museum
W Gilman St
Gilman St
W Hoffer St
E Hoffer St
Susan B. Coombs Intermediate
Repplier Park
Nicolet Middle School
W George St
E George St
W Nicolet St
E Nicolet St
W Williams St
E Williams St
Sylvan Park
Park Ave
N Woodland Ave
Sunrise Ave
N San Gorgonio Ave
N Alessandro Rd
N Almond Way
N Hargrave St
N Hathaway St
Apex St
W Ramsey St
E Ramsey St
Banning
San Bernardino Fwy
Sun Lakes Blvd
W Lincoln St
E Lincoln St
E Barbour
S 22nd St
S San Gorgonio Ave
W Westward Ave
Lions Park
Banning High
Dysart Park
Wesley St
Longhorn Rd
10
993

ATTACHMENT 3

(Tentative Schedule for Updating Landscape Maintenance District No. 1)

Item	Council Meeting
Resolution Initiating Update	February 13, 2024
Resolution of Intention (Approving Engineer's Report)	March 26, 2024
Resolution Confirming Assessment (Public Hearing)	May 14, 2024

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Roberto Jauregui, Acting Lieutenant** **Derek Thesier, Acting Chief of Police**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-22, Approving the Purchase of 50 Motorola APX NEXT Radios and Accessories**

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2024-22.

BACKGROUND:

Currently the Banning Police Department utilizes the Motorola APX 7000 radios as its handheld portable radio. The APX 7000 is now a radio that is no longer serviceable by Motorola as the 8000 series and now APX NEXT have since replaced the 7000 series. The Banning Police Department tested and evaluated products from multiple vendors and determined that based on functionality, interoperability, and reliability, the Motorola APX NEXT radio is the optimal piece of equipment to fill the needs of the Banning Police Department, ensure enhanced officer safety for department members, and effectively respond to emergencies throughout the City of Banning and neighboring jurisdictions.

JUSTIFICATION:

The Banning Police Department is currently utilizing all its handheld radio resources and needs to be able to equip incoming personnel, as well as upgrade radio equipment to ensure all personnel are utilizing equipment that is able to be serviced should a problem occur. The purchase of Motorola APX NEXT portable radios will allow the Banning Police Department to fully equip staff members with the most up-to-date and technologically advanced radio equipment. Staff have researched other comparable radios currently available and have found that Motorola best fit the City's best interest and have Sole Sourced this procurement for the following reasons. These radios will allow department members to utilize a piece of life-saving equipment that will enhance officer safety and allow uninterrupted communication between the Banning Police Department and allied agencies. The Motorola APX NEXT radios include features such as GPS location services so while officers are conducting their duties it is possible to locate officers and deploy resources appropriately during emergency situations, including natural disasters such as wildfires. The APX Next radio is also LTE enabled so when a traditional radio loses the ability to communicate because it is out of range of radio towers, the APX NEXT LTE kicks in for uninterrupted service.

Radios are a key component for communication to officers who must have reliable communication with not only the Banning Police Department but to other agencies in the region. Staff researched hardware and in evaluation of functionality and compatibility, determined that using the Motorola APX radios would be in the best interest of the City. Staff identified the availability of alternative radios and found similar products to have compatibility issues, less coverage, and were less reliable than using the Motorola radios. After careful consideration, Staff recommends single source, sole source purchase of the

Motorola APX NEXT portable radios.

FISCAL IMPACT:

The purchase of 50 Motorola APX NEXT radios and related accessories will require an amount not to exceed $648,253.15, with the following payment option:

1. Motorola Solutions allows for a one-year deferred payment option, which would allow the City of Banning and Banning Police Department to seek grant funding during that year.
2. After the one-year deferred payment period if grant funding were not located to fund the entirety of the project, then the City of Banning would pay for any remaining balance of the purchase cost over five annual payments (including lease rate).
3. Five annual payments, beginning one-year after contract execution, in the amount of $129,650.63 (includes lease interest rate of 5.85%).

Pursuant to Government Code Section 5852.1, the following good faith estimates (obtained from the Lender) must be disclosed at a public meeting before the authorization of the Lease. The estimates are based on market estimates as of 1/23/2024:

Information to be disclosed per Government Code Section 5852.1:	*Estimates as of 1/23/2024*
True interest cost of the Lease (the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of Lease)	5.85%
Finance charge of the Lease (the sum of fees and charges paid to third parties):	$ 99,881.75
Amount of proceeds received by the public body from the sale of the Lease, less the finance charge of the Lease and any reserves or capitalized interest paid or funded with proceeds of the Lease	$548,371.40
The total payment amount (the sum total of all debt service payments on the Lease, plus the finance charge of the Lease not paid from bond proceeds)	$648,253.15

ALTERNATIVES:

The City Council may choose to reject staff's recommendation and provide alternative direction.

ATTACHMENTS:

1. Resolution 2024-22, PD Radio Purchase.docx
2. Exhibit A - Lease Communications System Services Agreement.docx
3. Banning PD Finance Options
4. banningjan24.xlsx
5. Sole Source Vendor Form - Motorola.docx

RESOLUTION 2024-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF 50 MOTOROLA APX NEXT PORTABLE RADIOS AND ACCESSORIES

WHEREAS, the City of Banning Police Department currently utilizes the Motorola APX 7000 radios as its handheld portable radio and the APX 7000 is no longer serviceable by Motorola; and

WHEREAS, the City of Banning Police Department tested and evaluated products from multiple vendors and determined that based on functionality, interoperability, and reliability, the Motorola APX NEXT radio is the optimal piece of equipment; and

WHEREAS, the City of Banning Police Department the radio equipment is crucial to ensure enhanced officer safety for department members, and effectively respond to emergencies throughout the City of Banning and neighboring jurisdictions; and

WHEREAS, the City of Banning, now wishes to purchase 50 new Motorola APX NEXT portable radios and related accessories in the amount of $648,253.15, using the radios using the same vendor utilized for previous police radio purchases.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS: by the City Council of the City of Banning as follows:

Section 1. The City Council approves the sole source purchase of 50 Motorola APX NEXT police radios through Motorola Solutions, in an amount not to exceed $648,253.15, and authorizes the City Manager to sign a Communications System and Services Agreement with Motorola Solutions, Inc., in substantial form as attached hereto as Exhibit A, on behalf of the City Council.

Section 2. The City Council authorizes the City Manager to make non-substantive changes to the Agreement prior to execution, and to make necessary budget adjustments, appropriations, and transfers related to this resolution.

Section 3. The City Council approves the use of General Fund dollars to make three annual payments of $129,650.63 per year (payments include five-year lease rate of 5.85%) after the one-year deferred payment window should outside funding not be obtained.

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 13th day of February 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 2024-22, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Agreement

Communications System and Services Agreement

(Lease)

Motorola Solutions, Inc. ("Motorola") and Banning Police Department ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.
Exhibit A "Motorola Software License Agreement"
Exhibit B "System Purchase"
Exhibit C Motorola QUOTE-2476772 dated 1/10/24
Exhibit D "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such

disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $548,371.40. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses.

For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800..

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Unless otherwise stated in the Equipment Lease-Purchase Agreement, title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____Derek Thesier
Address:_____99 E Ramsey St Banning CA, 92220_
Phone:_____951-849-1433_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____1000190306_____
Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:____Derek Thesier_____
Address:___125 E Ramsey St Banning CA, 92220_____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____Sgt. Derek Thesier_____
Address:___125 E Ramsey st Banning CA, 92220_____
Phone:_____951-849-1433_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation

plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System

Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any third-party claim or suit. Customer will cooperate with Motorola in its defense or settlement of such claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action arising from any third party claim or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any third-party claim or suit. Motorola will cooperate with Customer in its defense or settlement of such claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option

and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned

subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement. Notwithstanding the foregoing, Motorola acknowledges that the Customer is subject to the California Records Act.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted

only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection

10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____Brian Arriaga_____	Name: _____
Title: _____Account Executive_____	Title: _____
Date: _____2/2/2024_____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and ____Banning Police Department_____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement

concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.
The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf.. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

Exhibit E

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee (Customer) and Lessor.

Equipment Lease Purchase Agreement No.: _____

Lease Schedule A No. : _____

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# _____. See Schedule A for a detailed Equipment List.

LESSEE/CUSTOMER:

By: _____

Title:_____

Date: _____

Please complete this form and send a copy via US mail or email to:
Motorola Solutions Credit Company LLC
Attn: Bill Stancik, Finance Manager | 500 W. Monroe, 44th Floor | Chicago, IL 60661
Email: bill.stancik@motorolasolutions.com | Telephone: (847) 538-453

MOTOROLA SOLUTIONS

Date: January 23, 2024

Financing proposal for: **City of Banning**

Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications solution in accordance with the terms and conditions outlined below:

Transaction Type: Municipal Lease-Purchase Agreement

Lessor: Motorola Solutions, Inc. (or its Assignee)

Lessee: **City of Banning**

Amount: $548,371.40
Down Payment: $0.00
Balance to Finance: $548,371.40

Equipment: As per the Motorola equipment proposal.

Title: Title to the equipment will vest with the Lessee.

Insurance: Lessee will be responsible to insure the equipment as outlined in the lease contract.

Taxes: Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option One	Option Two	Option Three
Lease Term:	Three Years	Four Years	Five Years
Payment Frequency:	Annual	Annual	Annual
Payment Structure:	Arrears	Arrears	Arrears
Lease Rate:	5.99%	5.96%	5.85%
Lease Factor:	0.374041	0.288327	0.236428
Lease Payment:	$205,113.17	$158,110.39	$129,650.63

Payment Commencement: First payment due one year after contract execution.

Expiration: This above lease rates and factors are valid for all leases commenced by 2/23/2024

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE

Documentation: Municipal Equipment Lease Purchase Agreement
Opinion of Counsel
Schedule A / Equipment List
Schedule B / Amortization Schedule
8038G
UCC-1
Certificate of Incumbency
Statement of Essential Use/Source of Funds
Evidence of Insurance or Statement of Self Insurance
Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

Pursuant to Government Code Section 5852.1, the following good faith estimates (obta Lender) must be disclosed at a public meeting before the authorization of the Lease. The based on market estimates as of January 23, 2024:

5 year Financing	*Estimates as of 1/23/24*
True interest cost of the Lease (the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the new issue of Lease)	5.85%
Finance charge of the Lease (the sum of fees and charges paid to third parties):	$ 99,881.75
Amount of proceeds received by the public body from the sale of the Lease, less the finance charge of the Lease and any reserves or capitalized interest paid or funded with proceeds of the Lease	$ 548,371.40
The total payment amount (the sum total of all debt service payments on the Lease, plus the finance charge of the Lease not paid from bond proceeds)	$ 648,253.15

ined from the
estimates are

SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 01/31/2024 Dept./Div.: Police/2200 Phone: 951-849-1003

Contact: Ac?ng Lt Roberto Jauregui

Vendor: Motorola Solutions, Inc

Address: 13108 Collections Center Drive, Chicago IL 60693 Phone: 631-883-4238

Check reason for sole source/emergency purchase request:

- [x] **Sole Source:** No other items are known to exist which perform the same function.
- [x] **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- [ ] **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- [ ] **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- [ ] **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- [ ] **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- [ ] **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- [ ] **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- [ ] **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- [ ] **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- [ ] **Legal Monopoly:** The item or product or service of a legal monopoly.
- [ ] **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- [x] **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

This is for the purchase of Motorola radios, this is the only vendor that supplies us with the required model and equipment.

Location of product or service use:

125 E. Ramsey Street, Banning CA 92220

Specific Hazard or Threat (complete for emergency justification):

Minimum action to reduce threat (complete for emergency justification):

Consequences if unaddressed (complete for emergency justification):

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- [x] The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- [ ] Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- [ ] The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- [ ] There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: _____ Date: _____

Purchasing Officer's Signature: _____ Date: _____

City Manager's Signature: _____ Date: _____

ATTACH TO THE SOLE SOURCE FORM
DETAILED JUSTIFICATION FOR SOLE SOURCE:
(widen text boxes as necessary)

The requestor shall clearly provide:

a. A detailed descrip?on of the type of contract to be established;

This contract with Motorola is for the purchase of 50 new APX NEXT handheld radios and related accessories. Along with a five- year subscrip?on fee for services.

b. A detailed descrip?on of services and/or commodi?es to be provided by the vendor;

The 50 radios would replace the APX 7000 radios the Banning Police Department currently u?lizes that are now an unsupported model and out-of-date. The APX NEXT radio is the most up-to-date handheld radio available for police use and fills all of the needs of the Banning Police Department when it comes to a handheld radio.

c. An explana?on of why the recommended vendor is the only one capable of providing the required services and/or commodi?es and include back-up informa?on to support the jus?fica?on;

Motorola Solu?ons is the only vendor available to purchase the Motorola APX NEXT radios. The Banning Police Department is currently on the Riverside County Public Safety Enterprise Communica?on (PSEC) System which is a Motorola back-end system.

d. The iden?ty of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;

The equipment being sought is a Motorola brand that cannot be fulfilled by another vendor. Con?nuing to use Motorola radio products will allow the Banning Police Department to maintain interoperability with other agencies and the PSEC system.

e. An explana?on of how the recommended vendor's prices or fees compare to the general market and a?ach quotes for comparable services and supplies, if available (limited compe??on);

This would be comparing unlike products as Motorola Solu?ons is the sole provider of Motorola products.

f. An explana?on of how the City would accomplish this par?cular task if the recommended vendor could not provide the product or service.

This would be a cri?cal blow to public safety and the safety of Banning Police Department personnel. Losing the availability of Motorola radios would risk losing the interoperability with other agencies in Riverside County and the PSEC system. Using Motorola Solu?ons radios allows the Banning Police Department to quickly connect with other agencies to react to cri?cal incidents.

Note: Valid Sole Source jus?fica?on requires strong technological or strong programma?c jus?fica?ons

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Jim Steffens, Acting Electric Utility Director** **Jason Smith, Electric Utility Operations Manager**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-23, Approving the Sole-Sourced Emergency Site Clean-up, Damaged Equipment Removal, Environmental Site Remediation and Security Guard Services Due to a Vandalism Fire at the Electric Utility's Alola Substation at an Updated Total Expense of $382,206.57**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-23.

BACKGROUND:

On October 24, 2023, Council approved Resolution 2023-170 for an estimated amount of $300,000 for the total cost of the damages caused by the Alola Substation fire. Although the remediation work was not completed at the time, staff brought forward Resolution 2023-170 to make City Council aware of the emergency expenditures and to get approval for an estimated amount of the total costs. The contaminated area was successfully contained within the property, however at a greater cost than the original $300,000 estimation. The final cost for GrayMar to remediate the site was $377,406.57. Additionally, in the interest of public safety and to prevent further vandalism, Ava Security was hired to guard the substation until the remediation was completed. The cost for Ava Security was $4,800.00, therefore the actual total costs ended up being $382,206.57, which is $82,206.57 greater than the estimated cost of $300,000 approved in Resolution 2023-170. Staff therefore desires to advise City Council of the updated final costs and get approval of the updated final costs of $382,206.57.

JUSTIFICATION:

The City's procurement policies and procedures allows for immediate purchases (Section 13 – Emergency Purchases) to prevent economic or other hardship to the City. In this case, immediate action was necessary to prevent further environmental contamination and potential safety hazards. Inclement weather was also a concern, as oil could possibly penetrate the stormwater system on Livingston Avenue resulting in more costs and greater environmental harm.

The area of soil contamination was much larger than originally thought, therefore the costs for GrayMar Environmental were greater than estimated in Resolution 2023-170.

FISCAL IMPACT:

The total amount for environmental remediation and equipment removal services was $377,406.57. Security services were $4,800.00, resulting in total costs of $382,206.57. These expenses are being paid out of Electric Fund 670-7000.

The City is currently in the claims process with PERMA. If the claim is approved by PERMA then the fiscal impact may be reduced to only the deductible of $10,000.00.

ALTERNATIVES:

1. Adopt Resolution 2024-23 as recommended.
2. Adopt Resolution 2024-23 with modifications.
3. Do not approve Resolution 2024-23 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-23, Alola Fire Cleanup Final
2. Final Detailed GrayMar Invoice.pdf
3. Amendment No. 1.pdf
4. 2023-170 Aloha Substation Fire Executed.pdf
5. Ava Security Payment Voucher.pdf

RESOLUTION 2024-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SOLE-SOURCED EMERGENCY SITE CLEAN-UP, DAMAGED EQUIPMENT REMOVAL, ENVIRONMENTAL SITE REMEDIATION AND SECURITY GUARD SERVICES DUE TO A VANDALISM FIRE AT THE ELECTRIC UTILITY'S ALOLA SUBSTATION AT AN UPDATED TOTAL EXPENSE OF $382,206.57

WHEREAS, City of Banning owns and operates a retail electrical energy distribution system which includes multiple substations; and

WHEREAS, on September 26, 2023, the Alola Substation was vandalized and set on fire; and

WHEREAS, due to the fire, cooling oil in one of the transformers boiled out onto the ground causing contamination to the surrounding soil; and

WHEREAS, on September 26, 2023, Electric Utility staff contracted with GrayMar Environmental to clean up and remediate the site expeditiously to contain the contamination to as small of an area as possible; and

WHEREAS, on September 30, 2023, the Administrative Services Department / Electric Utility contracted with Ava Security to guard the Alola Substation for public safety and to prevent further vandalism; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-170 which advised City Council of the emergency expenditures that were ongoing, and approved an estimated cost amount of $300,000; and

WHEREAS, the area of soil contamination was much larger than initially thought, therefore the costs for GrayMar Environmental turned out to be greater than estimated in Resolution 2023-170. The final costs for GrayMar were $377,406.57. Adding in the $4,800 for Ava Security, the total costs were $382,206.57; and

WHEREAS, because the final costs are greater than the $300,000 estimate approved in Resolution 2023-170, staff desires to advise City Council of the updated final costs and ratify the updated final costs of $382,206.57.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves the final costs of $382,206.57 for the emergency site clean-up, damaged equipment removal, environmental site remediation, and security costs due to the vandalism fire at the Electric Utility's Alola Substation.

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 13th day of February 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 2024-23, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

GrayMar Environmental Services Inc
100 Springdale Road, Suite A3, Box # 302
Cherry Hill, NJ 08003 US
www.graymarenvironmental.com

BILL TO
City of Banning
99 E. Ramsey Street
Banning, CA 92220

SHIP TO
City of Banning
Electric Dept.
90 S Aloha St
Banning CA 92220

INVOICE 092723SCA -BAN

DATE 10/16/2023 **TERMS** Net 30

DUE DATE 12/08/2023

TRACKING NO.	INVOICE#	SUBMITTAL DATE
SCA-2125	092723SCA -BAN	11/10/2023

DESCRIPTION	QTY	RATE	AMOUNT
9/27/23 - Provide personnel & equipment to remediate substation due to transformer fire. Sampling for analytical testing.			
Project Manager - ER - J. Teten	1	130.00	130.00
Technician - ER - I. Campos	1	70.00	70.00
Technician - ER - J. Torres	5.50	70.00	385.00
Service Truck - P15	5.50	65.00	357.50
Service Truck - P149	5.50	65.00	357.50
Service Truck - S806	5.50	65.00	357.50
Emergency Response Trailer (Day)	1	495.00	495.00
Level D PPE (Ea)	2	30.00	60.00
Level C PPE (Ea)	2	125.00	250.00
GME Cartridges (Pair)	2	48.00	96.00
Gloves - 12" PVC (Pair)	2	12.00	24.00
Disposable Boot Covers (Pair)	2	18.00	36.00
Sample Jars (Ea)	4	8.00	32.00
Confined Space Entry (Day) - Harness & Lanyard	1	395.00	395.00
55 Gal Open Top Metal Drum (Ea)	1	105.00	105.00
Drum Liners (Ea)	2	21.00	42.00
Rags, 50 lb/ 23 kg (Bag)	0.25	68.00	17.00
Hand Tools (Day)	1	25.00	25.00
HazCat Test (Ea)	3	35.00	105.00

DESCRIPTION	QTY	RATE	AMOUNT
9/28/23 - Return - Provide personnel & equipment to remediate substation due to transformer fire.			
Project Manager - ER - J. Teten	7.50	130.00	975.00
Project Manager - ER OT	1	195.00	195.00
Technician - ER - I. Campos	7.50	70.00	525.00
Technician - ER OT	1	105.00	105.00
Technician - ER - J. Torres	7.50	70.00	525.00
Technician - ER OT	1	105.00	105.00
Equipment Operator - ER - D. Macias	7.50	85.00	637.50
Equipment Operator - ER OT	1	127.50	127.50
Equipment Operator - ER - W. aguilar	7.50	85.00	637.50
Equipment Operator - ER OT	1	127.50	127.50
Service Truck -S806	8.50	65.00	552.50
Service Truck - P150	8.50	65.00	552.50
Tractor T-526	1	0.00	0.00
Roll Off Trailer (HR) R714	8.50	145.00	1,232.50
Single Bin Roll Off Trailer (HR) RT02	8.50	145.00	1,232.50
Hand Tools (Day)	1	25.00	25.00
Roll off Container (DAY) B946 On Rent	1	35.00	35.00
Roll off Container (DAY) B947 On Rent	1	35.00	35.00
Roll Off Container (Day) PT1862 On Rent	1	35.00	35.00
Roll Off Container (Day) PT1143 On Rent	1	35.00	35.00
Roll Off Container (Day) PT2425 On Rent	1	35.00	35.00
Roll Off Container (Day) PT6316 On Rent	1	35.00	35.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	6	90.00	540.00
9/29/23 - Return - Provide personnel & equipment to remediate substation due to transformer fire.			
Project Manager - ER - J. Teten	8	130.00	1,040.00
Project Manager - ER OT	1.50	195.00	292.50
Technician - ER - I. Campos	8	70.00	560.00
Technician - ER OT	1.50	105.00	157.50
Technician - ER - J. Torres	8	70.00	560.00
Technician - ER OT	1.50	105.00	157.50
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	1.50	127.50	191.25
Equipment Operator - ER OT - W. Aguilar	8	127.50	1,020.00
Equipment Operator - ER OT	4	127.50	510.00
Equipment Operator -DT OT	0.45	170.00	76.50
Service Truck- S806	9.50	65.00	617.50
Service Truck - P150	9.50	65.00	617.50

DESCRIPTION	QTY	RATE	AMOUNT
Vacuum Truck, Straight- (70bbl) (HR)	12.45	115.00	1,431.75
Tractor -T526	1	0.00	0.00
Tanker Stainless Steel (130bbl) (HR)	9.50	130.00	1,235.00
Level D PPE (Ea)	5	30.00	150.00
Confined Space Entry (Day) Harness/Lanyard	1	395.00	395.00
Granular Absorbent (Bag)	5	25.00	125.00
Hand Tools (Day)	2	25.00	50.00
Hazardous Waste Manifest Fee (Ea)	1	50.00	50.00
Profile Approval Fee (Ea)	1	75.00	75.00
DISPOSAL - DK	1,225	2.00	2,450.00
Hot Wash Out	1	720.00	720.00
10/2/23 - Return - Provide personnel & equipment to remediate substation due to transformer fire.			
Project Manager - ER - J. Teten	8	130.00	1,040.00
Project Manager - ER OT	3	195.00	585.00
Technician - ER - I. Campos	8	70.00	560.00
Technician - ER OT	3	105.00	315.00
Technician - ER - J. Torres	8	70.00	560.00
Technician - ER OT	3	105.00	315.00
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	3.50	127.50	446.25
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER N. Matsuoka	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER - J. Palominos	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER - J. Clark	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Service Truck -P150	11	65.00	715.00
Service Truck - S806	11	65.00	715.00
Tractor - T527	1	0.00	0.00
Heavy Equipment Trailer	11	145.00	1,595.00
Tractor - T526	1	0.00	0.00
Tanker Stainless Steel (130bbl) (HR)	11.50	130.00	1,495.00
Single Bin Roll Off Trailer (HR) RT02	11	145.00	1,595.00
Mini Excavator (HR)	11	96.00	1,056.00
Skid-Steer (HR)	11	96.00	1,056.00
Hand Tools (Day)	2	25.00	50.00
Hazardous Waste Manifest Fee (Ea)	1	50.00	50.00
Profile Approval Fee (Ea)	1	75.00	75.00

DESCRIPTION	QTY	RATE	AMOUNT
Hazardous Waste Manifest Fee (Ea)	1	50.00	50.00
DISPOSAL -Emerald Transformer	2,289	2.00	4,578.00
10/3/23 -Return - Provide personnel & equipment to remediate substation due to transformer fire.			
Project Manager - ER - J. teten	8	130.00	1,040.00
Project Manager - ER OT	3	195.00	585.00
Technician - ER -I. Campos	8	70.00	560.00
Technician - ER OT	3	105.00	315.00
Technician - ER - J. Torres	8	70.00	560.00
Technician - ER OT	3	105.00	315.00
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER- N. Matsuoka	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER- J. Palominos	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER - J. Clark	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Service Truck - S806	11	65.00	715.00
Service Truck - P150	11	65.00	715.00
Tractor - T527	1	0.00	0.00
Heavy Equipment Trailer E253	11	145.00	1,595.00
Tractor - T526	1	0.00	0.00
Roll Off Trailer (HR) R714	11	145.00	1,595.00
Roll Off Trailer (HR) RT02	11	145.00	1,595.00
Mini Excavator (HR)	11	96.00	1,056.00
Skid-Steer (HR)	11	96.00	1,056.00
Level D PPE (Ea)	8	30.00	240.00
Poly Sheeting, 6mil, 20’ x 100’ (Ea)	1	195.00	195.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	4	90.00	360.00
Roll off Container (Day) PT5834 On Rent	1	35.00	35.00
Roll off Container (Day) PT3348 On Rent	1	35.00	35.00
Roll off Container (Day) PT6310 On Rent	1	35.00	35.00
Roll off Container (DAY) B949 On Rent	1	35.00	35.00
Hand Tools (Day)	2	25.00	50.00
10/4/23 - Return - Provide personnel & equipment to remediate substation due to transformer fire.			
Project Manager - ER - J.Teten	8	130.00	1,040.00
Project Manager - ER OT	3	195.00	585.00
Technician - ER - I. Campos	8	70.00	560.00
Technician - ER OT	3	105.00	315.00

DESCRIPTION	QTY	RATE	AMOUNT
Technician - ER - J. Torres	8	70.00	560.00
Technician - ER OT	3	105.00	315.00
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	2.50	127.50	318.75
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER -N. Matsuoka	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER - J. Palominos	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Service Truck - S806	11	65.00	715.00
Service Truck - P150	11	65.00	715.00
Tractor -T526	1	0.00	0.00
Heavy Equipment Trailer E253	11	145.00	1,595.00
Single Bin Roll Off Trailer (HR) RT02	11	145.00	1,595.00
Mini Excavator (HR)	11	96.00	1,056.00
Skid-Steer (HR)	11	96.00	1,056.00
Level D PPE (Ea)	7	30.00	210.00
Poly Sheeting, 6mil, 20’ x 100’ (Ea)	1	195.00	195.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	5	90.00	450.00
Rags, 50 lb/ 23 kg (Bag)	0.50	68.00	34.00
Roll off Container (Day) PT23002 On Rent	1	35.00	35.00
Roll off Container (Day) PT3528 On Rent	1	35.00	35.00
10/5/23 - Return - Provide personnel & equipment to remediate substation due to transformer fire.			
Project Manager - ER - T. Wood	5	130.00	650.00
Equipment Operator - ER - J. Teten	5	85.00	425.00
Technician - ER - I. Campos	8	70.00	560.00
Technician - ER - J. Torres	8	70.00	560.00
Equipment Operator - ER - W. Aguilar	6.50	85.00	552.50
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	2	127.50	255.00
Equipment Operator - ER - J. Clark	8	85.00	680.00
Equipment Operator - ER OT	2.50	127.50	318.75
Service Truck -S806	8	65.00	520.00
Service Truck - P150	8	65.00	520.00
Service Truck - P999	8	65.00	520.00
Tractor - T526	1	0.00	0.00
Heavy Equipment Trailer-E253	8	145.00	1,160.00
Roll Off Trailer (HR) RT02	10	145.00	1,450.00
Tractor - T528	1	0.00	0.00

DESCRIPTION	QTY	RATE	AMOUNT
Roll Off Trailer (HR) R714	10.50	145.00	1,522.50
Mini Excavator (HR)	8	96.00	768.00
Skid-Steer (HR)	8	96.00	768.00
Level D PPE (Ea)	7	30.00	210.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	2	90.00	180.00
Poly Sheeting, 6mil, 20’ x 100’ (Ea)	1	195.00	195.00
Rags, 50 lb/ 23 kg (Bag)	1	68.00	68.00
Roll off Container (Day) PT2405	1	35.00	35.00
Roll off Container (Day) PT 23002 Off Rent	1	35.00	35.00
Profile Approval Fee (Ea)	1	75.00	75.00
DISPOSAL - Soil Safe	16.23	46.25	750.64
DISPOSAL - Soil Safe	17.14	46.25	792.73
10/6/2023 - Provide personnel & equipment to transport bins to Soil Safe.			0.00
Equipment Operator - ER - W. Aguilar	5	85.00	425.00
Tractor - T526	1	0.00	0.00
Roll Off Trailer (HR) R714	5	145.00	725.00
DISPOSAL - Soil Safe	16.28	46.25	752.95
10/9/23 -Provide personnel & equipment to transport bins to Soil Safe.			
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	2	127.50	255.00
Tractor - T527	1	0.00	0.00
Roll Off Trailer (HR) R714	10	145.00	1,450.00
DISPOSAL - Soil Safe	16.37	46.25	757.11
DISPOSAL - Soil Safe	17.98	46.25	831.58
10/10/23-Provide personnel & equipment to transport bins to Soil Safe.			
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	2	127.50	255.00
Tractor T527	1	0.00	0.00
Roll Off Trailer (HR) R714	10	145.00	1,450.00
DISPOSAL - Soil Safe	16.64	46.25	769.60
DISPOSAL - Soil Safe	17.31	46.25	800.59
10/11/23 - Provide personnel & equipment to prep xfrmrs and cabinet for removal.			
Project Manager - ER -T. Wood	7	130.00	910.00
Technician - ER - J. Teten	7	70.00	490.00
Technician - ER - I. Campos	7	70.00	490.00
Service Truck -S806	7	65.00	455.00
Service Truck - P150	7	65.00	455.00
Service Truck - P999	7	65.00	455.00

DESCRIPTION	QTY	RATE	AMOUNT
Level D PPE (Ea)	3	30.00	90.00
Sawzall (Day)	1	90.00	90.00
Hand Tools (Day)	1	25.00	25.00
Extension Ladder	1	25.00	25.00
Equipment Operator - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	2	127.50	255.00
Tractor - T526	1	0.00	0.00
Roll Off Trailer (HR) R714	10	145.00	1,450.00
DISPOSAL - Soil Safe	15.84	46.25	732.60
DISPOSAL - Soil Safe	17.96	46.25	830.65
10/12/23 - Provide personnel & equipment to remove, transport and recycle xfrmers/cabinets. Demo concrete pad & footings.			
Project Manager - ER - T. Wood	8	130.00	1,040.00
Project Manager - ER OT	4	195.00	780.00
Project Manager - ER DT	0.50	260.00	130.00
Technician - ER - I. Campos	8	70.00	560.00
Technician - ER OT	4	105.00	420.00
Technician - ER DT	0.50	140.00	70.00
Equipment Operator - ER - J. Teten	8	85.00	680.00
Equipment Operator - ER OT	4	127.50	510.00
Equipment Operator -DT OT	0.50	170.00	85.00
Equipment Operator - ER - D. Matsuoka	5	85.00	425.00
Equipment Operator - ER - W. Aguilar	7.50	85.00	637.50
Service Truck - P15	12.50	65.00	812.50
Service Truck - P149	12.50	65.00	812.50
Service Truck - P999	12.50	0.00	0.00
Service Truck - P144	5	65.00	325.00
Tractor - T526	1	0.00	0.00
Heavy Equipment Trailer E253	7.50	145.00	1,087.50
Mini Excavator (HR)	7.50	96.00	720.00
Skid-Steer (HR)	7.50	96.00	720.00
Level D PPE (Ea)	5	30.00	150.00
Rags, 50 lb/ 23 kg (Bag)	1	68.00	68.00
Sawzall (Day)	1	90.00	90.00
Hand Tools (Day)	1	25.00	25.00
Extension Ladder	1	25.00	25.00
10/13/23- Provide personnel & equipment to demo concrete and soil remediation.			
Project Manager - ER - T. Wood	8	130.00	1,040.00
Project Manager - ER OT	4	195.00	780.00
Technician - ER - I. Campos	8	70.00	560.00

DESCRIPTION	QTY	RATE	AMOUNT
Technician - ER OT	4	105.00	420.00
Technician - ER - J. Torres	8	70.00	560.00
Technician - ER OT	4	105.00	420.00
Equipment Operator - ER J. Teten	8	85.00	680.00
Equipment Operator - ER OT	4	127.50	510.00
Equipment Operator - ER -D. Matsuoka	8	85.00	680.00
Equipment Operator - ER OT	4	127.50	510.00
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	4	127.50	510.00
Equipment Operator - ER - W.Aguilar	8	85.00	680.00
Equipment Operator - ER OT	4	127.50	510.00
Service Truck - P150	12	65.00	780.00
Service Truck - P149	12	65.00	780.00
Service Truck - P144	12	65.00	780.00
Service Truck - P999	12	65.00	780.00
Tractor - T526	1	0.00	0.00
Heavy Equipment Trailer E253	12	145.00	1,740.00
Roll Off Trailer (HR) RT02	12	145.00	1,740.00
Mini Excavator (HR)	12	96.00	1,152.00
Skid-Steer (HR)	12	96.00	1,152.00
Level D PPE (Ea)	7	30.00	210.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	6	90.00	540.00
Rags, 50 lb/ 23 kg (Bag)	1	68.00	68.00
10/16/23 - Provide personnel & equipment to transport bins to Soil Safe for disposal.			
Equipment Operator - ER - D. Macias	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Tractor T526	1	0.00	0.00
Roll Off Trailer (HR) R714	11	145.00	1,595.00
Tractor T527	1	0.00	0.00
Roll Off Trailer	4	145.00	580.00
DISPOSAL - Soil Safe	17.84	46.25	825.10
DISPOSAL - Soil Safe	13.33	46.25	616.51
10/17/23 - Provide personnel & equipment to transport bins to Soil Safe for disposal.			
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Tractor - T526	1	0.00	0.00
Roll off Trailer	8	145.00	1,160.00
DISPOSAL - Soil Safe	19.81	46.25	916.21
DISPOSAL - Soil Safe	15.48	46.25	715.95
Equipment Operator - ER - D. Macias	8	85.00	680.00

DESCRIPTION	QTY	RATE	AMOUNT
Equipment Operator - ER OT	2.50	127.50	318.75
Tractor - T527	1	0.00	0.00
Roll Off Trailer (HR) R714	10.50	145.00	1,522.50
DISPOSAL- Soil Safe	17	46.25	786.25
DISPOSAL - Soil Safe	19.43	46.25	898.64
10/18/23 -Provide personnel & equipment to transport bins to Soil Safe for disposal.			
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	2.50	127.50	318.75
Tractor - T526	1	0.00	0.00
Roll Off Trailer	10.50	145.00	1,522.50
DISPOSAL - Soil Safe	16.37	46.25	757.11
Equipment Operator - OT - D. Macias	8	112.50	900.00
Equipment Operator - ER OT	2.50	127.50	318.75
Tractor - T527	1	0.00	0.00
Roll Off Trailer (HR) R714	10.50	145.00	1,522.50
DISPOSAL - Soil Safe	17.70	46.25	818.63
10/19/23 - Provide personnel & equipment to load out soil and continue excavation. Transport bins to Soil Safe for disposal.		0.00	
Project Manager - ER - T. Wood	8	130.00	1,040.00
Equipment Operator - ER - J. Teten	8	85.00	680.00
Equipment Operator - ER - D. Matsuoka	8	85.00	680.00
Technician - ER - I. Campos	6	70.00	420.00
Equipment Operator - ER - J. Clark	8	85.00	680.00
Service Truck - P150	8	65.00	520.00
Service Truck - P149	6	65.00	390.00
Service Truck - S806	8	65.00	520.00
Skid-Steer (HR)	8	96.00	768.00
Mini Excavator (HR)	8	96.00	768.00
Cut-Off Saw (Day)	1	160.00	160.00
Hand Tools (Day)	1	25.00	25.00
Level D PPE (Ea)	5	30.00	150.00
Tractor	1	0.00	0.00
Heavy Equipment Trailer - E253	8	145.00	1,160.00
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	2	127.50	255.00
Tractor - T526	1	0.00	0.00
Roll Off Trailer (HR) R714	10	145.00	1,450.00
DISPOSAL - Daily Total Tonnage to Soil Safe (7 Loads) See attached summary	160.53	46.25	7,424.51

DESCRIPTION	QTY	RATE	AMOUNT
Roll Off Container (Day) PT6316 - off rent	21	35.00	735.00
Roll Off Container (Day) PT3348 -off rent	16	35.00	560.00
10/20/23 - Provide personnel & equipment to loud out soil/concrete transport bins to Soil Safe & LaPaz County Landfill for disposal. Continue excavation.			
Project Manager - ER - T. Wood	8	130.00	1,040.00
Project Manager - ER OT	1.50	195.00	292.50
Technician - ER - I. Campos	8	70.00	560.00
Technician - ER OT	1.50	105.00	157.50
Equipment Operator - ER - J. Teten	8	85.00	680.00
Equipment Operator - ER OT	1.50	127.50	191.25
Equipment Operator - ER D. Matsuoka	8	85.00	680.00
Equipment Operator - ER OT	1.50	127.50	191.25
Equipment Operator - ER - J. Clark	8	85.00	680.00
Equipment Operator - ER OT	1.50	127.50	191.25
Service Truck P-150	9.50	65.00	617.50
Service Truck - P149	9.50	65.00	617.50
Service Truck -P999	9.50	65.00	617.50
Tractor- T528	1	0.00	0.00
Heavy Equipment Trailer - E253	9.50	145.00	1,377.50
Skid-Steer (HR)	9.50	96.00	912.00
Mini Excavator (HR)	9.50	96.00	912.00
Level D PPE (Ea)	5	30.00	150.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	2	90.00	180.00
Cut-Off Saw (Day)	1	160.00	160.00
Hand Tools (Day)	1	25.00	25.00
Equipment Operator - ER- D. Macias	8	85.00	680.00
Equipment Operator - ER OT	3	127.50	382.50
Tractor - T527	1	0.00	0.00
Roll Off Trailer (HR) R714	11	145.00	1,595.00
DISPOSAL - Daily Total Tonnage to Soil Safe (11 Loads) See attached summary	277.60	46.25	12,839.00
Disposal: Daily Total Tonnage to LaPaz County Landfill See attached	64.97	50.31	3,268.64
Roll Off Container (Day) PT2425 off rent	21	35.00	735.00
Roll Off Container (Day) PT1859 off rent	16	35.00	560.00
Roll off Container (DAY) B949 off rent	17	35.00	595.00
10/23/23 - Transport empty bins to Adler.			
Equipment Operator - ER - D Macias	8	85.00	680.00
Tractor - T527	1	0.00	0.00

DESCRIPTION	QTY	RATE	AMOUNT
Roll Off Trailer (HR) R714	8	145.00	1,160.00
Roll off Container (Day) PT5834 off rent	20	35.00	700.00
Roll off Container (Day) PT2405 off rent	18	35.00	630.00
10/25/23 - Provide personnel & equipment to continue excavation at sample point S23.			
Equipment Operator - ER I. Campos	7	85.00	595.00
Equipment Operator - ER - T. Wood	7	85.00	595.00
Technician - ER - J.Torres	7	70.00	490.00
Equipment Operator - ER - N. Matsuoka	7	85.00	595.00
Equipment Operator - ER - W. Aguilar	7	85.00	595.00
Service Truck - S806	7	65.00	455.00
Service Truck - P149	7	65.00	455.00
Tractor	1	0.00	0.00
Heavy Equipment Trailer E253	7	145.00	1,015.00
Roll Off Trailer (HR) RT02	7	145.00	1,015.00
Mini Excavator (HR)	7	96.00	672.00
Skid-Steer (HR)	7	96.00	672.00
Level D PPE (Ea)	5	30.00	150.00
Rolloff Container /Dump Trailer Poly Liner (Ea)	1	90.00	90.00
Hand Tools (Day)	1	25.00	25.00
10/26/23 - Transport bins to LaPaz County Landfill for disposal. Return bin to Adler.			
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	4	127.50	510.00
Roll Off Trailer (HR) RT02	12	145.00	1,740.00
DISPOSAL - LaPaz County Landfill	15.65	31.56	493.91
Roll off Container (Day) PT1143 Off Rent	28	35.00	980.00
10/27/23-transport bins to LaPaz County Landfill for disposal. Return bin to Adler.			
Equipment Operator - ER - W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	3.50	127.50	446.25
Roll Off Trailer (HR) RT02	11.50	145.00	1,667.50
DISPOSAL-LaPaz County Landfill	11.39	50.31	573.03
Roll off Container (Day) PT6310 Off Rent	24	35.00	840.00
10/30/23 - Transport bins to LaPaz County Landfill for disposal.			
Equipment Operator - ER-W. Aguilar	8	85.00	680.00
Equipment Operator - ER OT	2.50	127.50	318.75
Roll Off Trailer (HR) RT02	10.50	145.00	1,522.50
DISPOSAL- LaPaz County Landfill	14.79	50.31	744.08
Roll off Container (DAY) B946 Off Rent	32	35.00	1,120.00

DESCRIPTION	QTY	RATE	AMOUNT
10/31/23- Transport bins to Soil Safe for disposal. Return bin to adler.			
Equipment Operator - ER- W. Aguilar	8	85.00	680.00
Roll Off Trailer (HR) RT02	8	145.00	1,160.00
DISPOSAL - Soil Safe	13.89	46.25	642.41
Roll Off Container (Day) PT1862 Off Rent	33	35.00	1,155.00
Roll off Container (Day) PT2372 Off Rent	27	35.00	945.00
Roll off Container (DAY) B948	12	35.00	420.00
11/2/23- Transport bin to Soil Safe.			
Equipment Operator - ER	6	85.00	510.00
Roll Off Trailer (HR)	6	145.00	870.00
Disposal: Soil Safe	8.92	46.25	412.55
Roll off Container (DAY) B947 Off Rent	35	35.00	1,225.00
			Subtotal: 240,162.23
Environmental Fee/ Fuel Recovery Fee	0.18	240,162.23	43,229.20
Analytical Services (Cost Plus 25%)	1.25	11,870.00	14,837.50
RDO Rental Excavator (Cost Plus 25%)	1.25	3,677.73	4,597.16
EFI Geologist (Cost Plus 25%)	1.25	19,568.48	24,460.60
J Torres (Cost Plus 25%)	1.25	19,794.24	24,742.80
RDO Rentals Loader (Cost Plus 25%)	1.25	6,354.28	7,942.85
Dalton Trucking (Cost Plus 25%)	1.25	2,970.00	3,712.50
Crane (Cost Plus 25%)	1.25	10,977.38	13,721.73

TOTAL DUE	$377,406.57

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AMENDMENT NO. 1 TO EMERGENCY RESPONSE AGREEMENT (C00903) FOR ENVIRONMENTAL SERVICES BY AND BETWEEN CITY OF BANNING AND GRAYMAR ENVIRONMENTAL SERVICES, INC.

THIS AMENDMENT NO. 1 TO THE EMERGENCY RESPONSE AGREEMENT FOR ENVIRONMENTAL SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and GrayMar Environmental Services, Inc., a California Corporation ("Contractor") is effective as of this day: 1/30/2024.

RECITALS

A. City and Contractor entered into that certain Emergency Response Agreement dated September 26, 2023 for the purpose of providing environmental remediation Services ("Agreement") following a request for quote.

B. City and Contractor now desire to amend the Agreement to increase the Contract Sum to Three Hundred Seventy-Seven Thousand Four Hundred Six Dollars and Fifty-Seven Cents ($377,406.57).

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 Two Hundred Forty-Four Thousand Four Hundred Eighty-One Dollars and Seven Cents ($244,481.07) thereby increasing the Compensation of the Agreement to Three Hundred Seventy-Seven Thousand Four Hundred Six Dollars and Fifty-Seven Cents ($377,406.57).

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,

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(iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

2.5 Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING

Douglas Schulze,
City Manager

City Council Approval: to be ratified

ATTEST:

Caroline Patton
Deputy City Clerk

CONTRACTOR

NAME: Terrence Wood
TITLE:

NAME:
TITLE:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

RESOLUTION 2023-170

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SOLE-SOURCED EMERGENCY SITE CLEAN-UP, DAMAGED EQUIPMENT REMOVAL, ENVIRONMENTAL SITE REMEDIATION AND SECURITY GUARD SERVICES DUE TO A VANDALISM FIRE AT THE ELECTRIC UTILITY'S ALOLA SUBSTATION AT AN ESTIMATED EXPENSE OF APPROXIMATELY $300,000

WHEREAS, City of Banning owns and operates a retail electrical energy distribution system which includes multiple substations; and

WHEREAS, on September 26, 2023, the Alola Substation was vandalized and set on fire; and

WHEREAS, due to the fire, cooling oil in one of the transformers boiled out onto the ground causing contamination to the surrounding soil; and

WHEREAS, on September 26, 2023 Electric Utility staff hired GrayMar Environmental to clean up and remediate the site expeditiously in order to contain the contamination to as small of an area as possible. The Emergency Response Agreement with the preliminary estimate from GrayMar Environmental is attached herein as Exhibit A; and

WHEREAS, the area of soil contamination was much larger than initially thought, therefore the costs for GrayMar Environmental will be greater than the preliminary estimate of $132,925.50; and

WHEREAS, on September 30, 2023, the Administrative Services Department / Electric Utility hired Ava Security to guard the Alola Substation for public safety and to prevent further vandalism. The contract with Ava Security is attached herein as Exhibit B; and

WHEREAS, The City's procurement policies and procedures allow for immediate purchases (Section 13 – Emergency Purchases) to prevent economic or other hardship to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. Authorizes the City Manager or his designee to approve the emergency site clean-up, damaged equipment removal, environmental site remediation and security guard services due to a vandalism fire at the Electric Utility's Alola Substation at an estimated expense of approximately $300,000.

SECTION 2. Approve the expenses for GrayMar Environmental and Ava Security to be paid as sole-sourced vendors, due to the emergency nature of the occurrence.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-170, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Emergency Response Agreement – GrayMar Environmental

EMERGENCY RESPONSE AGREEMENT

THIS EMERGENCY RESPONSE SERVICES AGREEMENT ("Agreement") is entered into on September 26, 2023 ("Effective Date") between GrayMar Environmental Services, Inc. ("GRAYMAR") and The City of Banning ("CLIENT") (collectively "Parties") who agree as follows:

WHEREAS, GRAYMAR and CLIENT are engaged in the business of providing emergency response services as further set forth herein ("Services"); and

WHEREAS, GRAYMAR and CLIENT desire to establish the general terms and conditions that shall govern the Services to be performed by GRAYMAR to CLIENT.

NOW, THEREFORE, in consideration of the mutual agreements, promises and covenants hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, GRAYMAR and CLIENT agree as follows:

Purpose

The purpose of this Emergency Response Agreement ("Agreement") is to provide terms and conditions under which GrayMar Environmental Services, Inc. ("GRAYMAR") agrees to provide emergency response services (Services) to the "CLIENT". The CLIENT agrees to compensate GRAYMAR in accordance with this Agreement and shall not be impinged in any way or limited by thresholds or availability of insurance coverage. Both parties acknowledge and entered into this agreement to enact ER Services for the purpose of remedy. This Agreement shall be executed by duly authorized representative of both parties as of the day and year enacted herein.

CLIENT hereby authorizes GRAYMAR all rights to any payments (insurance, trust, etc.) that CLIENT may be entitled to receive to pay for the Services provided under this Agreement and hereby authorizes its insurance company or agent to pay GRAYMAR directly.

Initials_____

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SERVICES

GRAYMAR offers a myriad of services to remedy environmental emergencies. These services may include, but not be limited to, the following:

- Assessment and site evaluations.
- Chemical and oil releases
- Tanker rollovers
- Pipeline ruptures
- Waste transportation and disposal
- Decontamination and Restoration
- Leaking containers and recovery
- Site remediation
- Abandoned site clean-up
- Fire/smoke damage
- Training

GRAYMAR shall provide all necessary supervision, labor, equipment, materials, and subcontracted items, as required for the performance of the Services. GRAYMAR will provide all services in a safe manner and in compliance (i.e., permits and licenses) with all local, county, city, state and federal regulations.

CLIENT shall provide full and complete information regarding its requirements for the Services including but not limited to the site, surface and subsurface conditions, utility locations, site ownership, access, hazardous materials and other substances or risks likely to be present. The CLIENT shall also reveal any other documentation or information concerning the site or Scope of Work which may reasonably be provided to GRAYMAR. CLIENT represents and warrants to GRAYMAR that CLIENT has the requisite legal right, title, and interest necessary to provide access to the job site. In the event subsurface or latent conditions at the work site materially differ from those indicated in the contract documents or if the latent or subsurface physical conditions are of an unusual nature not ordinarily found to exist in environmental service activities identified in the contract documents, GRAYMAR shall be entitled to an equitable adjustment of the Contract price and time.

GRAYMAR will work with CLIENT's representative who shall be authorized to approve changes in the Services; render decisions promptly; authorize commitments and expenditures on behalf of CLIENT; approve GRAYMAR's daily activities via executed time sheets or other, and to accept, verify and approve GRAYMAR's invoices.

Initials_____

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CLIENT shall be responsible for repairs to all private property, roadways, structures and rights-of-way resulting from GRAYMAR's reasonable use thereof.

CLIENT represents and warrants that it shall be responsible for and compensate GRAYMAR for the services provided. CLIENT shall demonstrate sufficient funds available and committed for anticipated services rendered. GRAYMAR reserves the right to withhold services or immediately stop work if CLIENT is unable to provide proof that full restitution can be facilitated.

COMPENSATION

Compensation for all services provided by GRAYMAR will be made in accordance with Exhibit A which will consist of either a rate sheet, proposal or other compensation schedule. In consideration of the services provided in this agreement, the total not to exceed compensation is One Hundred Thirty-Two Thousand Nine Hundred Twenty-Five Dollars and Fifty Cents ($132,925.50) which shall not be increased without written consent from the CLIENT.

PAYMENT

Payment terms are due at the time services are rendered via ACH or Credit Card unless otherwise determined by GRAYMAR that alternative terms are warranted. Alternative terms will be determined on a case by case basis as required by GRAYMAR management based on review of certain financial conditions. GRAYMAR will invoice the CLIENT in an expedited manner and CLIENT will make full payment based on established payment terms. GRAYMAR reserves the right to invoice at expedited intervals which may be issued on a daily basis. Costs associated with mobilization such as supplies, materials, equipment transportation to site, etc. may be required to be paid prior to commencing activities. Payments offered via credit card will be subject to a three percent (3%) surcharge of the total invoice amount.

CLIENT agrees that interest shall accrue and will be paid to GRAYMAR on any unpaid balance of any invoice after five (5) calendar days of receipt of invoice by CLIENT at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law.

CLIENT agrees to pay all costs of collection, litigation or settlement incurred by GRAYMAR, including reasonable attorneys' fees, as required to collect unpaid balances of invoices owed to GRAYMAR, inclusive of CLIENT bankruptcy and insolvency proceedings. In the event that work is suspended or terminated for any reason prior to the completion of the services, CLIENT agrees to pay for labor, equipment, materials, disposal and other costs incurred by GRAYMAR at the Rates and for reasonable demobilization costs.

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CLIENT agrees to pay GRAYMAR in accordance with the Rates for any litigation support or testimony provided by GRAYMAR in connection with, or arising out of, the work performed by GRAYMAR hereunder.

CLIENT agrees to pay GRAYMAR at the Rates for any costs incurred or delays resulting from GRAYMAR's response to any emergency condition which threatens safety of persons or property during the performance of the Services.

If any change occurs during the term of this Agreement with respect to any laws, rules, regulations or ordinances which affects the rights or obligations of CLIENT or GRAYMAR under this Agreement, or the applicability of any taxes or fees, or the cost of handling waste materials, CLIENT and GRAYMAR shall negotiate in good faith to bring this Agreement into conformance with such change or changes. In the event that such agreement cannot be reached,

CLIENT or GRAYMAR shall have the right to terminate this Agreement immediately upon written notice to the other party.

INSURANCE

GRAYMAR shall keep in effect during the term of this Agreement the following insurance coverages:

COVERAGE	LIMITS
Worker's Compensation	$1 Million
General Liability	$1 million per occurrence $2 million aggregate
Automobile	$1 million combined single limit
Excess Liability	$1 million each Claim $9 million all Claims

GRAYMAR shall provide CLIENT with a certificate of insurance upon written request.

CLIENT shall indemnify, defend and hold harmless GRAYMAR, its parents, subsidiaries and affiliated companies and their respective directors, officers, employees, agents, successors and assigns from and against any and all costs, losses, liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including cost of defense, settlement and reasonable attorneys' fees) which GRAYMAR may hereafter incur, become responsible for or payout as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment, any violation of applicable federal, state

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or local laws, regulations, or ordinances to the extent caused by: (a) Client's actions or inactions with respect to this Agreement, (b) Client's breach of any term or provision of this Agreement, or (c) the negligence or willful misconduct of Client, its employees, agents or subcontractors (representatives) in the performance of this Agreement with the exception of natural resource and other damages as provided in Force Majeure.

FORCE MAJEURE

The performance of this Agreement, except for the payment for Services already rendered, may be suspended by either Party in the event performance is prevented by causes beyond the

reasonable control of such Party. Such causes shall include, but not be limited to, acts of God, acts of war, riot, fire, explosion, accidents, inclement weather, sabotage, lack of adequate fuel, power, raw materials, labor or transportation facilities, changes in government laws, regulations,

orders, or defense requirements, restraining orders, labor disputes, strike, lock-out or injunction (provided that neither Party shall be required to settle a labor dispute against its own best judgment). The Party prevented from performing by a cause or event beyond its reasonable control shall use its best efforts to eliminate such cause or event and shall provide notice of such cause or event to the other Party.

This Agreement may be terminated by either party upon forty-eight (48) hours prior notice to the other party. Any notice to be given under this Agreement shall be in writing and delivered to the address listed below:

GrayMar Environmental Services, Inc.
100 Springdale Road
Suite A3, Box 302
Cherry Hill, NJ 08003
Attn: Legal Department

Waiver - Any waiver by either Party of any provision of this Agreement shall not be construed or deemed to be a waiver of any other provision of this Agreement, nor a waiver of a subsequent breach of the same provision.

Severability - If any provision of this Agreement shall be deemed to be unenforceable for any reason, such provision shall be deemed to be modified or restricted to the extent necessary to render the same enforceable, and such unenforceability shall not affect the enforceability of the remainder of this Agreement.

Initials_____

Entire Agreement - This Agreement represents the entire agreement between the Parties hereto and supersedes all prior agreements, whether written or oral, that may exist between the Parties relating to the subject emergency response Services. The Parties specifically acknowledge that this Agreement is not intended to modify or replace any other agreement(s) that may exist between the Parties for services not included in this Agreement. Additionally, conflicting, or different terms in any document issued by CLIENT shall be void and are hereby expressly rejected. Any amendments or modifications to this Agreement shall be in a writing signed by both Parties.

Survival - The provisions contained in this agreement pertaining to pricing, compensation, payment terms, representations & warranties (CLIENT and GRAYMAR), risk of loss and indemnifications shall survive and remain in effect following the termination of this Agreement.

Applicable Law - This Agreement shall be construed, governed and enforced in accordance with the laws of the state of Washington. The Party's agree to submit to the jurisdiction of the courts of the State of Washington. .

WHEREFORE, the Parties, by their duly appointed representatives, execute this Agreement as of the day and date first above written.

CLIENT:	**GRAYMAR:**
Signature	Signature
Doug Schulze	Terrence Wood
Print or Type Name	Print or Type Name
City Manager	Technical Services Manager
Title	Title
9/28/2023	9/26/2023
Date	Date

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GRAYMAR
ENVIRONMENTAL

EXHIBIT A – COMPENSATION SCHEDULE

Initials_____

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
PERSONNEL		
Senior Project Manager	HR	160.00
Environmental Engineer	HR	155.00
Environmental Scientist	HR	155.00
Health and Safety Manager	HR	140.00
Project Manager	HR	130.00
Chemist	HR	120.00
Project Coordinator	HR	105.00
Supervisor	HR	95.00
Driver/Equipment Operator	HR	85.00
Confined Space Rescue Technician	HR	75.00
Technician	HR	70.00
Office Administrator	HR	58.00
Personnel Notes: *1. Minimum call-out is four (4) hours per person. Personnel are charged in half-hour increments.* *2. Straight Time - Monday through Friday from 0700-1500, including a chargeable 1/2 hour meal break.* *3. Overtime - All other hours Monday through Friday (up to 12 consecutive working hours) and the 1st 8 hours on Saturday. OT = 1.5 x the hourly rate.* *4. Premium Time - After 12 consecutive working hours Monday through Friday, all subsequent hours on Saturday and all hours on Sunday & Holidays. (PT = 2.0 x the hourly rate)* *5. Rate categories apply to personnel working during specified time of day regardless of the number of hours worked for the Client on that particular day.*		
PER DIEM / LODGING		
Per Diem	DAY	55.00
Lodging	DAY	225.00
EQUIPMENT - POWERED TRUCKS (NON-OPERATED)		
Service Truck	HR	65.00
Box Truck	HR	95.00
Dump Truck, 5-Axle	HR	120.00
Dump Truck w/Trailer, 8-Axle	HR	150.00
Skid Mounted Vacuum System	HR	105.00
Trailer Mounted Mini-Guzzler	HR	105.00
Tractor w/Dry Van	HR	145.00
Tractor w/Flatbed/Lowboy Trailer	HR	145.00
Tractor w/Rolloff Trailer	HR	145.00
Tractor w/Vacuum Trailer	HR	130.00
Tractor w/End Dump Trailer	HR	145.00
High Powered Vacuum Truck/Guzzler	HR	325.00
Guzzler w/High Rail	HR	365.00
Vacuum Truck, Straight	HR	115.00

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
SUPPORT EQUIPMENT		
Emergency Response Trailer	DAY	495.00
Utility / Support Trailer	DAY	395.00
Incident Command Trailer	DAY	650.00
Dump Trailer	DAY	295.00
ATV	DAY	450.00
Jetter Trailer (hot)	HR	110.00
Pressure Washer (Hot)	DAY	395.00
High Pressure Blaster - 10,000 PSI 150 HP	HR	125.00
High Pressure Blaster - 20,000 PSI 150HP	HR	145.00
High Pressure Blaster Dry Dump System	DAY	1500.00
2D/Automated Nozzle (High Pressure Blaster)	HR	65.00
3D / Automated Nozzle (High Pressure Blaster)	HR	80.00
Portable Lights	DAY	45.00
Light Tower, Towable	DAY	350.00
Intrinsically Safe Drop Light	DAY	95.00
Generator 3.5 to 7.5 kW	DAY	295.00
Air Compressor 100-385 CFM	DAY	285.00
2" - 4" Pump, Petroleum and Chemical	DAY	285.00
Drum Vacuum	DAY	240.00
Electric Drum Pump	DAY	125.00
PNEUMATIC POWER TOOLS		
3/4" Drill, Rotary Hammer	DAY	91.00
Jackhammer, Up to 90Lb	DAY	125.00
Pneumatic Chipping Gun	DAY	95.00
Steel Nibbler, Pneumatic	DAY	122.00
MARINE RESPONSE EQUIPMENT		
Boat/Workskiff without Motor	DAY	250.00
Containment Boom - Per Foot Per Day	FT	3.15
Vessel, 12-14' with Motor	HR	75.00
Vessel, 15-17' with Motor	HR	125.00
Vessel, 18-22' with Motor	HR	210.00
Vessel, 23-26' with Motor	HR	285.00
Drum Skimmer	DAY	1250.00
Weir Skimmer	DAY	395.00
1/2" Dynamic Rope	FT	1.50
VHF Marine Radio	DAY	35.00
PFD's	DAY	30.00

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
SAFETY MONITORING EQUIPMENT		
4 Gas/5 Gas Meter	DAY	325.00
Draeger Air Monitoring Pump	DAY	165.00
Draeger Tube	EA	65.00
Lumex RA915+ Mercury Vapor Analyzer	DAY	1050.00
Mercury Vapor Analyzer	DAY	950.00
Personal Air Pump	DAY	125.00
Radiological Meter	DAY	125.00
PID Meter	DAY	275.00
HOSES/PIPE		
2" - 6" Pump Hose	FT	2.00
4" Flex Hose	FT	2.95
6" Flex Hose	FT	3.95
Wash Hose, 1/2" x 50'	DAY	15.00
HEAVY EQUIPMENT (NON-OPERATED)		
Backhoe	HR	110.00
Mini Excavator	HR	96.00
Excavator 10 - 20 Ton	HR	240.00
Excavator 21 - 50 Ton	HR	285.00
Excavator 51 - 90 Ton	HR	345.00
Loader, 3 Yard Bucket	HR	185.00
Dozer (D6 or Equivalent)	HR	158.00
Skidsteer	HR	96.00
Water Truck	HR	105.00
Roller, 66" or Equivalent	HR	95.00
Plate Compactor	HR	65.00
Shear Attachment	HR	285.00
MATERIAL HANDLING/SUPPORT EQUIPMENT		
Forklift	HR	65.00
Telehandler	HR	85.00
Pallet Jack	DAY	45.00
Drum Dolly	DAY	35.00
Fork Attachment for Skidsteer	DAY	225.00
Sweeper Attachment for Skidsteer	DAY	295.00
Drum Attachment for Skidsteer	DAY	225.00
Sawzall	DAY	90.00
Cut-Off Saw	DAY	160.00
Concrete Saw	HR	50.00

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
SITE SUPPORT		
Mercury Vacuum	DAY	785.00
Wet Vacuum (Shop Vac)	DAY	50.00
15 Gal HEPA Vacuum	DAY	172.00
Filter Bags - 25 Micron	EA	12.00
Filtration Bag for Mercury Vacuum	EA	35.00
6,000 Gal Poly Acid Tank	DAY	155.00
12,000 Gal Poly Acid Tank	DAY	195.00
20,000 Gal Frac Tank	DAY	95.00
Spill Containment - Frac Tank	DAY	75.00
Dewatering Box	DAY	75.00
Rolloff Container	DAY	35.00
Vacuum Box, Watertight	DAY	95.00
Fogger	DAY	250.00
Hudson Sprayer	DAY	40.00
Tygard/Typatch	FT	5.50
Tygard Secure System	EA	350.00
Dunnage Bags	EA	18.00
Cable Seals	EA	6.50
Hand Tools	DAY	25.00
Hand-Held Radio	DAY	35.00
Satellite Phone	DAY	280.00
SPECIALTY EQUIPMENT		
Tanker Rollover Kit	DAY	650.00
Cutting/Demo Torch Set	DAY	390.00
Nitrogen Cylinder	DAY	95.00
Welding Machine	DAY	450.00
Pressure Gauge Kit	DAY	425.00
Copus Blower (CP-20)	DAY	215.00
Electric Blower	DAY	75.00
Explosion Proof Pnuematic Fan Blower	DAY	95.00
Pipe Inspection Camera	DAY	375.00
Confined Space Entry Gear (Retrieval & Rescue Equip)	DAY	395.00
Tripod/Highline	DAY	395.00
Belay System (High Angle Repelling)	DAY	1195.00

Equipment Notes:

1. Minimum call-out is four (4) hours. Prices do not include operator or fuel surcharge.

2. All charges are portal to portal beginning with equipment mobilization from GrayMar's Operations Centers. Time charges terminate at the conclusion of the operation, which includes demobilization back to operations centers and completion of any decontamination, re-stocking and repair.

3. Client agrees to pay GrayMar, in accordance with the rates contained in this Rate Sheet, for any cleaning or repairs necessary to return equipment to the same condition as at the commencement of services. Only GrayMar personnel shall perform any cleaning and decontamination operations on all equipment owned, rented or subcontracted by GrayMar.

4. All equipment and supplies are subject to a replacement charge at GrayMar cost + 20% if damaged, or if decontamination is impossible.

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
PERSONAL PROTECTIVE EQUIPMENT (PPE)		
Level A PPE	EA	1950.00
Level B PPE	EA	285.00
Level C PPE	EA	125.00
Level D PPE	EA	30.00
Tyvek Suit, Disposable	EA	21.00
Tyvek Suit, Poly-Coated	EA	29.00
Rain Gear, Disposable	EA	28.00
Chem Tape, Roll	EA	72.00
Bunker Gear	EA	175.00
Fire Resistant Suits	EA	60.00
Blaster Gear (Turtle Suit)	DAY	155.00
GME Cartridges	PAIR	48.00
P100 Cartridges	PAIR	38.00
Mercury Vapor & Chlorine Mersorb Cartridges	PAIR	78.00
SCBA	DAY	295.00
Breathing Cascade System	DAY	395.00
Breathing Air Bottle Refill	EA	75.00
14" Nitrile Gloves	PAIR	13.00
Cut Resistant Gloves	PAIR	28.00
Gloves - 12" PVC	PAIR	12.00
Gloves - Leather	PAIR	8.00
Latex Gloves	PAIR	2.00
Puncture Resistant Gloves	PAIR	78.00
Disposable Boot Covers	PAIR	18.00
Steel-Toe Rubber Boots	PAIR	72.00
Steel-Toe Chemical Boots	PAIR	175.00
Dry Suit/Wet Suit	DAY	275.00
Chest/Hip Waders	PAIR	195.00
Eyewash Station	DAY	55.00
Hand Cleaner	EA	15.00
DOT SHIPPING CONTAINERS		
5 Gal Poly or Metal Drum	EA	35.00
15 Gal Poly Drum	EA	62.00
16 Gal Poly or Metal Drum	EA	117.00
30 Gal Poly Drum	EA	85.00
30 Gal Metal Drum	EA	177.00
55 Gal Closed Top Metal Drum	EA	105.00
55 Gal Closed Top Poly Drum	EA	115.00

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
DOT SHIPPING CONTAINERS/MISC		
55 Gal Open Top Metal Drum	EA	105.00
55 Gal Open Top Poly Drum	EA	115.00
55 Gal Metal Drum, Heavy Gauge	EA	137.00
55 Gal Metal Drum, Poly Lined	EA	187.00
85 Gal Open Top Metal Overpack	EA	295.00
110 Gal Poly Overpack	EA	335.00
Light Tube Box (4')	EA	15.00
Light Tube Box (8')	EA	20.00
Stretch Wrap (Roll)	EA	42.00
275 Gallon Poly Tote	EA	385.00
330 Gallon Poly Tote	EA	435.00
Haz Boxes	EA	98.00
Galaxy Waste Container	EA	195.00
Drum Liners	EA	21.00
Filter/Liner for Filter Box	EA	332.00
Flexbin, 1 Cubic Yard Flexbin	EA	135.00
Flexbin/Cubic Yard Box Liner	EA	35.00
Poly Bags, 6 mil, per Roll	EA	154.00
Poly Sheeting, 6 mil, 20' x 100'	EA	195.00
Rolloff Container/Dump Trailer Poly Liner	EA	90.00
Caution Tape/Roll	EA	27.00
Duct Tape/Roll	EA	11.00
Fence, Silt 100'	EA	134.00
Pallets	EA	48.00
Plywood (sheet)	EA	78.00
SORBENT MATERIALS		
Sorbent Pads	BALE	120.00
Sorbent Boom, 5" x 10' x 4/Bale	BALE	220.00
Sorbent Boom, 8" x 10' x 4/Bale	BALE	295.00
Sorbent Roll, 38" x 144'	EA	185.00
Sorbent Rug, 36" x 300'	EA	298.00
Sorbent Sweep, 17" x 100'	BALE	190.00
HGX Absorbent (Mercury absorbent)	LB	28.00
Rags, 50 lb / 23 kg	BAG	68.00
Saw Dust, 20 lb / 9 kg	BAG	20.00
Granular Absorbent	BAG	25.00
Corn Cob, 20 lb / 9 kg	BAG	20.00
Vermiculite, 4 cu ft Bag	BAG	60.00

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GRAYMAR ENVIRONMENTAL

2023 Rate Sheet

Description	UOM	Price
DEGREASERS & NEUTRALIZING AGENTS		
Gold Crew	GAL	60.00
Micro Blaze	GAL	60.00
Citrus Cleaner Degreaser	GAL	50.00
Disinfectant Solution	GAL	50.00
Hydrochloric Acid	LB	4.00
Citric Acid	LB	6.00
Decontamination Solution	GAL	50.00
Neutralizing Solution	GAL	50.00
Soda Ash, 50 lb Bag	BAG	60.00
Sodium Bicarbonate	LB	5.00
Sodium Hypochlorite, 15% (Bleach)	GAL	10.00
SAMPLING AND LAB SUPPLIES		
Sample Jars	EA	8.00
pH Paper, Roll	EA	25.00
Fentanyl Test Strip	EA	15.50
Sample Tube	EA	25.00
HazCat Kit	DAY	375.00
HazCat Test	EA	35.00
WASTE MATERIAL APPROVAL		
Profile Approval Fee	EA	75.00
Hazardous Waste Manifest Fee	EA	50.00
NON-HAZARDOUS WASTE DISPOSAL*		
Non-Hazardous Petroleum Solids (up to 55 Gal Drum)	EA	215.00
Non-Hazardous Petroleum Liquids (up to 55 Gal Drum)	EA	215.00
Non-Hazardous Petroleum Solids-Tote (up to 330 Gal)	EA	430.00
Non-Hazardous Petroleum Liquids-Tote (up to 330 Gal)	EA	645.00
Non-Hazardous Petroleum Solids-Cubic Yard Box	EA	860.00
Non-Hazardous Petroleum Liquids (bulk)	GAL	Quote Per Project
Non-Hazardous Petroleum Solids (bulk)	TON	Quote Per Project
** Rates do not apply to State Regulated Waste*		
MISCELLANEOUS		
Outside Services	CP	Cost Plus 25%
Environmental/Energy Recovery Fee*	LS	18% Total Invoice
**Environmental/Energy Recovery Fee is not applied to cost plus items*		

EXHIBIT B
Contract with Ava Security

DocuSign Envelope ID: 001E4559-6C00-4F9F-9AB5-0C559AFBE00A

Contract No. C00905

Ava Security

1414 W. Williams Street
Banning, CA 92220
(951) 849 1294 (951) 312 8547
CA License PPO 17939
kennethking45@yahoo.com
www.avasecurity.org

This Security Services Agreement ("Agreement") is made and entered this day of _____ ("Effective Date"), by and between and Ava Security, ("Security Company") the CITY OF BANNING, a California municipal corporation ("Client"). THIS AGREEMENT made effective as of parties hereto, the parties hereby agree as follows:

Description of Services

Client hereby retains Security Company as an independent contractor, to provide one guard coverage 24-hour security services for the Alola Substation located on 90 Ramsey St, Banning, CA from September 30th until approximately October 31, 2023 or cancelled with 48-hour notice. Hours maybe modified by the City Manager or his designee.

Payment

Client agrees to pay Security Company the rate of $25.00 per hour per guard. The total not to exceed compensation is Ten Thousand Dollars ($10,000.00) payable at the rates set forth above. Payment shall be made to Ava Security by check within 15 days of presentation of a valid invoice to the City of Banning.

Responsibilities

Secure premises. Insure orderly conduct. Prevent uninvited persons. Security Company hereby represents and warrants to Client that it has, and will continue to maintain at all times here under, all licenses and approvals required to conduct its business, that it is currently listed and is in good standing with the DEPARTMENT OF CONSUMER AFFAIRS / B.S.I.S. and that it will, upon request, provide proof of licensing and current insurance certifying a liability policy of no less than $2,000,000.

Scope of Services

Guards shall prevent entry to the premises by any uninvited persons, to the best of their ability without exposing themselves to undue risk. If the situation is beyond the guards' ability to safely control, the guards will call for emergency police assistance. If it becomes necessary to call the police, guards will cooperate and comply with instructions from the police on scene.

Independent Contractor

Security Company undertakes performance of the Services as an independent contractor and shall not be construed as an employee of Client, and this Agreement will not be construed to create a partnership, joint venture, agency or employment relationship between the parties.

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Security Company will not have the right or authority to create any obligation or responsibility on Client's behalf or to obligate or bind Client in any respect. Security Company further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill its obligations under this Agreement.

Standard of Care

Security Company shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a comparable professional under similar circumstances. Security Company warrants that all Services provided under this Agreement shall be performed by skilled and competent personnel to the highest professional standards in the field.

Indemnities

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.

Compliance With Laws

Security Company will comply with all applicable regulatory requirements including federal, state, municipal and local laws, rules, regulations, orders, codes, criteria and standards in the performance of the Service here under. Security Company holds a California License 17939.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any legal actions, claims or demands shall be handled in a court of competent jurisdiction within Riverside County.

Non-Discrimination

Security Company warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, sex, age or national origin.

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Binding Effect

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors and assigns.

Assignment

Client shall not assign this Agreement. Security Company shall have the right to assign this Agreement with the express written consent of Client.

Entire Agreement

This Agreement and any schedules attached hereto constitute the entire agreement between the parties to this Agreement pertaining to the subject matter hereof and supersede all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth herein.

Amendments

This Agreement may not be amended, modified or altered except by an instrument in writing signed by both of the parties.

Electronic Signatures

Electronic Signatures: Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the Date first above written.

CITY OF BANNING

By: Lincoln Bogard 10/4/2023
Lincoln Bogard Date
Administrative Services Director

AVA SECURITY COMPANY

By: kenneth king 10/3/2023
Name Kenneth King Date
Title: Independent Contrarator

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City Of Banning

Payment Voucher

Payee Information

Vendor Name: Ava Security Vendor #: 8593

Vendor Address: 1414 Williams Street, Banning, CA 92220

Mailing Instructions

____ Mail Check to Vendor
____ Forward a copy of check to Dept: ____
____ Check will be picked up by: ____
____ OTHER: ____

Accounting Information

Invoice #: 101 Invoice Date: 10/7/2023 FY-Per: 24-4

____ Direct Pay xxx Purchase Order PO # 32566

GL Account Number Code	Amount	Description	Multiple Dept Approval Per GL Account
670-7000-473.95-06	*$4,800.00*	*Alola Security Services*	
		PROJECT # EL2401	
TOTAL	***$4,800.00***		

Approvals

Requested By: Edith Garcia Date: 10/19/2023

Manager Approval: DocuSigned by: Jason Smith CFB7484FA42447A... Date:

Director Approval: Date:

Purchasing Manager Approval: (Direct Pay Exempt Requests Only) Date:

City Manager Approval: Date:

DS

ENTERED EG

1075

DocuSign Envelope ID: 50ACBFAE-753E-4D38-9022-DB12120EA13C

Ava Security

Invoice #101

1414 Williams Street

Banning, CA 92220

951 849 1294

951 312 8647 cell

kennethking45@yahoo.com

www.avasecurity.org

To:

City of Banning Purchasing

Barbara Mason

Purchasing Manager

Email: bmason@banningca.gov

(951) 922-3121

789 N. San Gorgonio

Banning, CA 92220

Date: October 7th 2023

1 Guard @ $25.00 per hour x 24 hours September 29th to October 6th (8 Days) = $4800.00

Balance Due: $ 4800.00

Kenneth King

Ava Security

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Jim Steffens, Acting Electric Utility Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-24, Approving the "Amended and Restated City of Banning Fee Agreement with Thompson Coburn LLP For Special Counsel Services" for an 8% Annual Increase in Hourly Legal Rates and to Update, Restate, and Amend Obsolete Provisions in the Agreement**

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2024-24.

BACKGROUND:

Beginning in the early 1990's the City of Banning Electric Utility (Utility), along with the Cities of Anaheim, Azusa, Colton and Riverside began receiving services from Thompson Coburn through a contract with the Power Agency of California ("PAC") a joint powers agency created to facilitate procurement of utility related services for the five referenced cities. The cities agreed to allocate costs for this contract based on each utility's relative retail load. This was a very beneficial relationship, especially for the three small cities, which received the full benefit of legal representation, but for a very small percentage of the total cost, which for Banning was only 2.5%.

In 2001, PAC was placed into an "inactive" status and all contracts and services administered through PAC had to be processed directly through the individual cities. However, the cities agreed to continue with the established cost allocation methodology for the Thompson Coburn legal services agreement. In 2005, the City of Pasadena asked to join the five cities in receiving legal representation for the Federal Energy Regulatory Commission (FERC) and the California Independent System Operator (CAISO) matters from Thompson Coburn, and the cost allocation was updated to include Pasadena's retail load, which resulted in Banning's allocation being reduced from 2.5% to 2.38%. This group of cities is now referred to as the "Six Cities" in all related FERC and CAISO filings, as well as other pertinent group advocacy.

Thompson Coburn provides legal representation on FERC and CAISO related issues, which includes but is not limited to: Transmission, Generation, Wholesale Electricity Markets, and Reliability Standards Compliance. In Fiscal Year 2023, Banning's total Thompson Coburn expenses amounted to only $40,243, but they have averaged about $60,000 per year over the last ten years. If Banning were to obtain these services by itself, instead of through the joint Six Cities agreement, it would easily cost up to 20 times that amount. As previously noted, the Six Cities relationship is very beneficial for the City of Banning, and it is essential that the Utility retain legal services for matters pertaining to the FERC and the CAISO, in relation to the Utility's operation.

Occasionally Thompson Coburn provides services specifically for the Utility, in which case the Utility

pays for the full amount of the services. But these services are minimal, and do not occur very frequently.

Thompson Coburn's services also provide monetary value to the Utility. For example, Thompson Coburn participates and intervenes on behalf of the Six Cities in CAISO Transmission Rate Filing cases and has frequently been successful in reducing the rates that other transmission owners receive for turning their transmission facilities over to the operational control of the CAISO. These reduced transmission owner rates result in a reduced CAISO Transmission Access Charge (TAC). The TAC is a charge that the Utility must pay the CAISO for use of the CAISO grid. In Fiscal Year 2023 the Utility's TAC expense was $2.5 million. If not for Thompson Coburn's successful intervention in CAISO Transmission Rate cases on behalf of the Six Cities over the last twenty years, the Utility's TAC expenses would be much higher.

Thompson Coburn has provided notice to the Utility of an increase to its hourly rates, effective January 1, 2024, which are reflected in the Amended Agreement. The rate increases average approximately 8% from the 2023 rates. While staff was reviewing the current agreement, it became clear that over the years the exhibits to the agreement had been updated, but that the body of the agreement hadn't been updated in a long time. For example, the introductory "Whereas" portion of the agreement stopped at when the group was the Five Cities, and did not mention the City of Pasadena joining the group in 2005. Since Pasadena and the Six Cities are mentioned in the exhibits, there was a disconnect on how the Five Cities became the Six Cities. Therefore, electric staff worked with Purchasing and with Thompson Coburn to update the agreement. The current agreement is attached for reference.

The Amended Agreement, similar to the current agreement, allows the Utility to discharge Thompson Coburn at any time. Alternatively, the Amended Agreement will terminate five years following completion of any matter referred to Thompson Coburn.

JUSTIFICATION:

Approval of Resolution 2024-24 would allow the Utility to continue to obtain legal services for matters pertaining to FERC and CAISO in relation to the Utility's operation, which includes: Transmission, Generation, Wholesale Electric Markets, and Reliability Standards Compliance. The cost-sharing agreement between the Six Cities is very beneficial to the Utility, as the Utility is responsible for only 2.38% of the legal services performed on behalf of the Six Cities.

FISCAL IMPACT:

Banning's share of the cost for services provided by Thompson Coburn in FY 2023 totaled $40,243. However, Banning's cost for these legal services has averaged approximately $60,000 per year over the last ten years. The proposed rate increase is estimated to raise the Utility's annual expense by approximately $4,000. Funds are budgeted each year in account 670-7010-473-33.02 to cover this expense.

ALTERNATIVES:

1. Adopt Resolution 2024-24 as recommended.
2. Adopt Resolution 2024-24 with modifications.
3. Do not approve Resolution 2024-24, which would disqualify the Utility from being a member of the Six Cities and from receiving further FERC and CAISO legal representation from Thompson Coburn.

ATTACHMENTS:

1. Resolution 2024-24, Thompson Coburn Agreement
2. Exhibit A - Special Counsel Amended Agreement.docx
3. Exhibit B - Thompson Coburn Current Agreement.pdf

RESOLUTION 2024-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE "AMENDED AND RESTATED CITY OF BANNING FEE AGREEMENT WITH THOMPSON COBURN LLP FOR SPECIAL COUNSEL SERVICES" FOR AN 8% ANNUAL INCREASE IN HOURLY LEGAL RATES AND TO UPDATE, RESTATE, AND AMEND OBSOLETE PROVISIONS IN THE AGREEMENT

WHEREAS, the City of Banning (City) owns and operates a Municipal Electric Utility (Utility); and

WHEREAS, it is essential that the Utility retain legal services for matters pertaining to the Federal Energy Regulatory Commission (FERC) and the California Independent System Operator (CAISO); and

WHEREAS, the Utility, along with the Cities of Anaheim, Azusa, Colton, Pasadena and Riverside (the "Six Cities") receive legal services from Thompson Coburn, LLP, and the cities have agreed to allocate costs for these services based on each utility's relative retail electric load, which for Banning equates to approximately 2.38% of the related expense; and

WHEREAS, the Utility received notification from Thompson Coburn that they would have an eight percent increase to their hourly rate schedule effective January 1, 2024, and the proposed increase rates are indicated in the "Amended and Restated City of Banning Fee Agreement with Thompson Coburn LLP for Special Counsel Services" (Amended Agreement), attached herein as Exhibit A; and

WHEREAS, the Utility's share of the Thompson Coburn expenses has averaged less than $60,000 per year during the last ten years, and the proposed rate increase is expected to raise the Utility's annual expense by approximately $4,000; and

WHEREAS, while reviewing the current agreement that is in place with Thompson Coburn, staff noted that some of the language was incomplete or outdated. Therefore, staff worked with Thompson Coburn and with City purchasing staff to update, restate, and amend the language of the agreement. These updates are reflected in the Amended Agreement. The current agreement is attached herein for reference as Exhibit B; and

WHEREAS, the Utility wishes to continue obtaining legal services from Thompson Coburn, LLP through the Amended Agreement; and

WHEREAS, funds to cover the expenses for the Amended Agreement are available in the Electric Fund account 670-7010-473-33.02.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the "Amended and Restated City of Banning Fee Agreement with Thompson Coburn LLP for Special Counsel Services," attached hereto as Exhibit A, and authorizes the City Manager to sign the Agreement on behalf of the City Council.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to the Agreement.

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 13th day of February 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 2024-24, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
"Amended and Restated City of Banning Fee Agreement with Thompson Coburn LLP for Special Counsel Services"

EXHIBIT B
Current "City of Banning Fee Agreement with Thompson Coburn LLP for Special Counsel Services"

AMENDED AND RESTATED CITY OF BANNING FEE AGREEMENT WITH THOMPSON COBURN LLP FOR SPECIAL COUNSEL SERVICES

This AMENDED AND RESTATED FEE AGREEMENT ("Amended Agreement") is entered into by and between the law firm of THOMPSON COBURN LLP ("Firm") and the CITY OF BANNING, a municipal corporation ("City"). The term "City" shall also include all agencies, city councils, boards, commissions, and other bodies of City.

WHEREAS, City, on occasion, has need of assistance of counsel for legal advice or legal services related to protecting the interests of City; and

WHEREAS, it is essential that the City retain legal services for matters pertaining to the Federal Energy Regulatory Commission ("FERC") and the California Independent System Operator Corporation ("CAISO"); and

WHEREAS, the City, along with the Cities of Anaheim, Azusa, Colton and Riverside have received legal services from Firm beginning in the mid-1990s through a contract with the Power Agency of California ("PAC"), and the cities agreed to allocate costs for this contract based on each utility's relative retail load; and

WHEREAS, in 2005 the City of Pasadena joined the five cities in receiving legal representation from Firm and the cost allocation was adjusted accordingly, resulting in the City's allocation of costs being reduced. This group of cities is now referred to as the "Six Cities" for matters pertain to the FERC, the CAISO, and other pertinent group advocacy; and

WHEREAS, Firm is willing and able to provide legal services as requested by City; and

WHEREAS, both Firm and City desire to amend the City of Banning Fee Agreement with Thompson Coburn LLP for Special Counsel Services dated September 13, 2016 ("Previous Agreement"). This Amended Agreement will become effective as of January 1, 2024, will update the Exhibits to the Previous Agreement, and will update, restate, amend, and add clarifying provisions to the Previous Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF WORK AND DUTIES.

A. The City hereby hires Firm as its Special Counsel to render legal services under the direction of the City Manager, or his or her designee. Representation shall include, but not necessarily be limited to, legal services in connection with the City public electric utility entity and Federal law.

B. The services shall be performed as directed by the City Manager or his or her designee, and Firm shall keep City informed as to the progress and status of all pending matters.

C. Firm is expected to manage, control, and oversee the delivery of legal services in a competent, professional, and cost-effective manner. Notwithstanding any other provision contained herein, any legal services can only be authorized by the City Manager or his or her designee.

D. City may request the services of particular members of the Firm, and Firm shall use its best efforts to make such members available to provide such services.

2. CITY DUTIES.

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Firm to effectively render its professional services under this Amended Agreement. City further agrees to abide by this Amended Agreement, and to timely pay Firm's bills for fees, costs, and expenses.

3. PERSONNEL.

Firm will provide the following attorneys to render legal services hereunder:

Margaret McNaul: Special Counsel
Bonnie Blair: Assistant Counsel
Rebecca Shelton: Assistant Counsel

Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

4. COMPENSATION.

Firm's fees will be charged on an hourly basis for all time actually expended, and such fees are generally billed monthly with payment due within thirty (30) days after the date of the bill. The City agrees to pay, and Firm agrees to accept, as full compensation for its services, compensation at the hourly rates for the positions shown on Exhibit A attached hereto and incorporated by this reference herein, as may be revised from time to time in accordance with this Amended Agreement.

A. Allocation of Costs. Firm provides legal services to the City on a City-specific basis and to the City and other municipal electric systems on a collective basis. Legal costs for services provided on a collective basis are generally allocated on the basis shown in Exhibit B attached hereto and incorporated by this reference, subject to revision from time to time. Accordingly, City will not be charged more than the percentages specified in Exhibit B, as they may be adjusted with the agreement of City, for services provided on a collective basis or the City Manager or his or her designee expressly approves that the services are exclusively allocated to City or allocated to the City based upon a revised percentage allocation. This approval must be expressed in writing prior to the performance of the services.

B. Charges. The foregoing arrangement will remain in effect for calendar year 2024. However, the hourly rates of the attorneys at Firm are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Firm may request increases of the hourly rates shown on Exhibit A from time to time by at least ninety (90) days written notice to City. Such increases shall not apply except as provided here, and upon the approval of the City. Proposed increases will be deemed approved by the City unless the City notifies the Firm in writing within ninety (90) days of notification of a proposed change to the Firm's hourly rates.

5. COSTS AND OTHER CHARGES.

Firm may incur various costs and expenses in rendering the legal services required by this Amended Agreement. City agrees to reimburse Firm for these costs and expenses in addition to the hourly fees for legal services. The costs and expenses referred to herein include, but are not limited to, such expenses as printing and copying costs, filing fees, costs of transcripts, and costs of travel approved by the City.

Firm may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. Firm will not, however, retain the services of any outside investigators, consultants, or experts without the

prior agreement of City. Firm will select any investigators, consultants, or experts to be hired only after consultation with City.

At present, Firm has contracted for use of consulting services by GDS Associates, Inc. ("GDS") to assist in matters relating to FERC transmission rate-related proceedings. The City consents to the use of GDS on an ongoing basis for this purpose.

6. STATEMENTS.

Firm shall submit monthly (or on such other basis as Firm and City may agree) itemized invoices to City which document the hours worked, the persons performing the work, the matters or assignments on which the work was performed, and the applicable hourly rates. An itemization of reimbursable expenses claimed by Firm shall be included in the monthly invoice. Supporting receipts shall be provided to City upon request.

7. INDEPENDENT CONTRACTOR.

Firm shall perform all legal services required under this Amended Agreement 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 required under this Amended Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Firm, its agents or employees, render the legal services required under this Amended Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of Firm's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

8. INSURANCE.

Firm shall procure and maintain, at its sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Firm's negligent acts or omissions arising out of or related to Firm's performance under this Amended Agreement. The minimum amount of such insurance shall be Three Million Dollars ($3,000,000.00). Firm shall also carry Workers' Compensation Insurance in accordance with applicable workers' compensation laws. The insurance required hereunder shall be kept in effect during the term of this Amended Agreement and shall not be subject to reduction in coverage below the limits established herein, nor cancellation, nor termination without thirty (30) days' prior written notice by registered letter to City. A certificate evidencing the foregoing shall be delivered to City upon request of City.

9. COVENANT AGAINST DISCRIMINATION.

Firm 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 Amended Agreement. Firm shall take affirmative action to ensure 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.

10. TERM, DISCHARGE AND WITHDRAWAL.

The term of this Amended Agreement shall commence on the Effective Date, subject to modification of fees and allocation percentages as provided in Sections 4 and 5, and shall expire in accordance with the Termination provision set forth herein, or five years following completion of the last matter referred by the City to Firm, whichever occurs earlier.

City may discharge Firm at any time. The Special Counsel shall not be deemed an employee of City and shall have no right to hearing or notice and may be discharged upon written notification by City. Firm may withdraw from City's representation at any time to the extent permitted by law and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City shall pay Firm professional fees and costs, in accordance with this Amended Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit Firm to withdraw as City's attorneys of record in any legal action then pending. Firm shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

11. CONFLICTS.

Firm has no present or contemplated employment which is adverse to the City. Firm agrees that it shall not represent clients in matters involving litigation or arbitrary proceedings against the City. However, Firm may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City in non-litigation matters, and Firm reserves the right to represent such clients in these matters as long as the matter is not connected with its representation of the City.

If a potential conflict of interest arises in Firm's representation of two clients, if such conflict is only speculative or minor, Firm shall seek waivers from each client with regards

to such representation. However, if real conflicts exist, Firm would withdraw from representing either client in the matter and assist them in obtaining outside special counsel.

12. GOVERNING LAW.

Governing Law. This Amended Agreement shall be governed and interpreted in accordance with the laws of the State of California.

13. MODIFICATION.

This Amended Agreement can only be changed, modified, amended, supplemented, or rescinded in a separate writing signed by all parties.

14. WAIVERS.

A waiver of any provision of this Amended Agreement must be in writing. Failure to insist upon strict performance of any provision, right, duty, or obligation in this Amended Agreement is not a waiver of the right to future enforcement of that provision, right, duty, or obligation, nor any other provision, right, duty, or obligation.

15. INDEMNIFICATION.

Firm shall indemnify the City for any liabilities or losses incurred by the City or its agents due to Firm's fault arising out of any work performed by Firm for the City. This is intended to ensure Firm is accountable to the City for providing competent and professional legal services without making Firm the City's insurer for liabilities incurred by the City due to no fault of Firm.

16. SEVERABILITY.

If any of the provisions of this Amended Agreement are found to be unenforceable, those provisions shall be reformed to prevent the unenforceable result in a manner that best preserves the original intent of the provision to the fullest extent possible, and all other provisions of this Amended Agreement shall remain in full force and effect.

17. LEGAL NOTICES.

Notices relating to this Amended Agreement must be in writing and sent to the physical addresses set forth below. A party may change its address for notices by giving notice as required by this provision. Written notice will be considered effective: (a) the day it is personally delivered or actually received; (b) five business days after deposit with the United States Post

Office as certified first-class mail with return receipt requested and postage prepaid; or (c) two business days after deposit with a reputable overnight delivery service for next day delivery.

City: City of Banning
Attention: Mr. Doug Schulze, *City Manager*
99 East Ramsey Street
Banning, California 92220

Thompson Coburn LLP
Attention: Margaret E. McNaul, Partner
1909 K Street, N.W.
Suite 600
Washington, D.C. 20006

18. LEGAL EFFECT.

This Amended Agreement shall supersede and replace all prior agreements between the parties. The persons executing this Amended 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 Amended Agreement on behalf of said party, (iii) by so executing this Amended Agreement, such party is formally bound to the provisions of this Amended Agreement, and (iv) the entering into this Amended Agreement does not violate any provision of any other Amended Agreement to which said party is bound.

19. AUTHORITY.

The City's signatory has been authorized by the City Council to execute this Amended Agreement on behalf of the City. Firm's signatory has been authorized by the partnership to execute this Amended Agreement on behalf of Firm.

20. COUNTERPARTS.

This Amended Agreement may be signed in counterparts, each of which shall constitute an original.

21. 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 hereby agree that Electronic Signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the parties have executed this Amended Agreement and such other documents transmitted by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Amended Agreement as of the date of execution by the City.

CITY OF BANNING, CALIFORNIA

By: _____

Name: Doug Schulze

Title: City Manager

Date: _____

THOMPSON COBURN LLP

By: _____

Name: Margaret E. McNaul

Title: Partner

Date: _____

[END OF SIGNATURES]

EXHIBIT A

The Firm's hourly fees for legal services from January 1, 2024, to December 31, 2024 are as follows:

	Transmission Matters	Other Matters
Joshua Adrian Partner	2024 Rate: $595	2024 Rate: $530
Bonnie Blair Partner	2024 Rate: $685	2024 Rate: $610
Jenna Cliatt Associate (2023)	2024 Rate: $400	2024 Rate: $360
Meg McNaul Partner	2024 Rate: $650	2024 Rate: $580
Griffin Rice Associate (2019)	2024 Rate: $455	2024 Rate: $405
Rebecca Shelton Partner	2024 Rate: $595	2024 Rate: $530
Jecoliah Williams Associate (2019)	2024 Rate: $455	2024 Rate: $405

Rates for other personnel will be as-agreed with the City.

EXHIBIT B

A. The currently-effective cost-sharing percentages for the Six Cities matters are as follows:

City	Allocation %
City of Anaheim	39.56
City of Azusa	3.83
City of Banning	2.38
City of Colton	5.38
City of Riverside	30.78
City of Pasadena	18.07

These percentages are applicable to the following Six Cities matters:

1) 46632/56835 (Six Cities Generation Related Assignments)
2) 46632/57431 (Six Cities Transmission Related Assignments)
3) 46632/80383 (Six Cities NERC Related Assignments)

B. The currently-effective cost sharing percentages for matter 37426/35031 (Five Southern Cities Generation Related Assignments) are as follows:

City	Allocation %
City of Anaheim	51.00
City of Azusa	4.50
City of Banning	2.50
City of Colton	5.00
City of Riverside	37.00

C. Additionally, the City's percentage share of matter 48126/68898 (Thompson Coburn NERC Registered Entities Group) will be 2.09%.

CITY OF BANNING FEE AGREEMENT:
SPECIAL COUNSEL SERVICES

This FEE AGREEMENT (the "Agreement") is entered into by and between the law firm of THOMPSON COBURN LLP ("FIRM") and the CITY OF BANNING, a municipal corporation ("City"). The term "City" shall also include all agencies, boards, commissions, and other bodies of City.

WHEREAS, City, on occasion, has need of assistance of counsel for legal advice or legal services related to protecting the interests of City; and

WHEREAS, it is essential that the City retain legal services for matters pertaining to the Federal Energy Regulatory Commission ("FERC") and California Independent System Operator Corporation; and

WHEREAS, the City of Banning, along with the Cities of Anaheim, Azusa, Colton and Riverside received legal services from Thompson Coburn, LLP beginning in the mid 1990s through a contract with the Power Agency of California ("PAC") and the cities agreed to allocate costs for this contract based on each utility's relative retail load; and

WHEREAS, Thompson Coburn is willing and able to provide legal services as requested by City.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. SCOPE OF WORK AND DUTIES.

A. The City hereby hires Thompson Coburn, LLP as its Special Counsel, to render legal services under the direction of the City Manager, Utility Director, or City Attorney. Representation shall include, but not necessarily be limited to, legal services in connection with the City public utility entity and Federal law.

B. The services shall be performed, as directed by the Utility Director, and Firm shall keep City informed as to the progress and status of all pending matters.

C. Firm is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. Notwithstanding any other provision contained herein, any legal services can only be authorized by the Utility Director.

D. City may request the services of particular members of Thompson Coburn, and Thompson Coburn shall use its best efforts to make such members available to provide such services.

2. CITY DUTIES.

City agrees to provide such information, assistance, cooperation, and access to books, records, and other information, as is necessary for Firm to effectively render its professional services under this Agreement. City further agrees to abide by this Agreement, and to timely pay Firm's bills for fees, costs, and expenses.

3. PERSONNEL.

Firm will provide the following attorneys to render legal services hereunder:

Bonnie Blair: Special Counsel

Margaret McNaul: Assistant Counsel

Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to its rendition of legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

4. COMPENSATION.

A. Firm's fees will be charged on an hourly basis for all time actually expended, and such fees are generally billed monthly with payment due within thirty (30) days after the date of the bill. City agrees to pay, and Thompson Coburn agrees to accept, as full compensation for Thompson Coburn's services, compensation at the hourly rates for the positions shown on Exhibit A attached hereto and incorporated by this reference herein.

B. Allocation of Costs. Firm provides legal services to the City on a City-specific basis and to the City and other municipal electric systems on a collective basis. Legal costs for services provided on a collective basis are generally allocated on the basis shown in Exhibit B attached hereto and incorporated by this reference subject to revision from time to time.

Accordingly, City will not be charged more than the percentages specified in Exhibit B, as they may be adjusted with the agreement of City, for services provided on a collective basis or the Utility Director expressly approves that the services are exclusively allocated to City. This approval must be expressed in writing prior to the performance of the services. Director shall make a written report to the City Council of any services exclusive to the City which have been authorized, and the estimated expense.

C. Charges. The foregoing arrangement will remain in effect for at least Fiscal Years 2015-2016. However, the hourly rates of the attorneys at Firm are reviewed annually and, when appropriate, adjusted to reflect increases in expertise as well as other appropriate factors. Thompson Coburn may request increases of the hourly rates shown on Exhibit A from time to time by at least thirty days written notice to City. Such increases shall not apply except as provided here, and only upon the approval of the City Council.

5. COSTS AND OTHER CHARGES.

Firm may incur various costs and expenses in rendering the legal services required by this Agreement. City agrees to reimburse Firm for these costs and expenses in addition to the hourly fees for legal services. The costs and expenses referred to herein include, but are not limited to such expenses as printing and copying costs, filing fees, costs of transcripts, and costs of travel approved by the Utility Director.

Firm may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). City will be responsible for paying such fees and charges. Firm will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of City. Firm will select any investigators, consultants, or experts to be hired only after consultation with City.

6. STATEMENTS.

Thompson Coburn shall submit monthly (or on such other basis as Thompson Coburn and City may agree) itemized invoices to City which document the hours worked, the persons performing the work, the matters or assignments on which the work was performed, and the applicable hourly rates. An itemization of reimbursable expenses claimed by Thompson Coburn shall be included in the monthly invoice. Supporting receipts shall be provided to City upon request.

7. INDEPENDENT CONTRACTOR.

Firm shall perform all legal services required under this Agreement 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 required under this Agreement. Neither City, nor any of its employees, shall have any control over the manner, mode, or means by which Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. City shall have no voice in the selection, discharge, supervision or control of Firm's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

8. INSURANCE.

Firm shall procure and maintain, at its sole cost and expense, comprehensive general liability and property damage insurance, including automobile and excess liability insurance, and professional liability insurance against all claims for injuries against persons or damages to property resulting from Firm's negligent acts or omissions arising out of or related to Firm's performance under this Agreement. The minimum amount of such insurance shall be Three Million Dollars ($3,000,000.00). Firm shall also carry Workers' Compensation Insurance in accordance with applicable workers' compensation laws. The insurance required hereunder shall be kept in effect during the term of this Agreement, and shall not be subject to reduction in coverage below the limits established herein, nor cancellation, nor termination without thirty (30) days' prior written notice by registered letter to City. A certificate evidencing the foregoing shall be delivered to City.

9. COVENANT AGAINST DISCRIMINATION.

Firm 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. Firm 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.

10. TERM, DISCHARGE AND WITHDRAWAL.

This Agreement shall continue in effect, subject to modification of fees as provided in Section 5, until terminated by either party hereto. City may discharge Firm at any time. The Special Counsel shall not be deemed an employee of City, and shall have no right to hearing or notice, and may be discharged upon written notification by City. Firm may withdraw from City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty (60) days' notice to City.

In the event of such discharge or withdrawal, City shall pay Firm professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. City agrees to execute, upon request, a stipulation in such form as to permit Firm to withdraw as City's attorneys of record in any legal action then pending. Firm shall deliver all documents and records of City to City, or to counsel designated by City, and assist to the fullest extent possible in the orderly transition of all pending matters to City's new counsel.

11. CONFLICTS.

Firm has no present or contemplated employment which is adverse to the City. Firm agrees that it shall not represent clients in matters either litigation or non-litigation against the City. However, Firm may have past and present clients or may have future clients, which, from time to time, may have interests adverse to City, and Firm reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in Firm's representation of two clients, if such conflict is only speculative or minor, Firm shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Firm would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

12. LEGAL EFFECT.

This Agreement shall supersede and replace all prior agreements between the parties. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date of execution by the City.

Date:

"CITY"

CITY OF BANNING, a municipal corporation

By: _____
Interim City Manager

ATTEST:

_____, Deputy City Clerk
for City Clerk

"THOMPSON COBURN, LLP"

By: Bonnie S. Blair
Bonnie S. Blair, Esq.

[END OF SIGNATURES]

EXHIBIT "A"

Thompson Coburn's hourly fees for legal services from January 1, 2014, to June 30, 2015 are as follows:

Hourly Rates for Services	Market-related Issues	Transmission Issues
Bonnie S. Blair	$435	$480
Margaret E. McNaul	$345	$385
Rebecca L. Shelton	$295	$335
Other Associates (as approved by City)	$295-$395	
Paralegals	$185-$190	

Thompson Coburn's hourly fees for legal services as of July 1, 2015 will be:

Hourly Rates for Services	Market-related Issues	Transmission Issues
Bonnie S. Blair	$455	$505
Margaret E. McNaul	$370	$420
Rebecca L. Shelton	$320	$370
Other Associates (as approved by City)	$310-$405	
Paralegals	$195	

EXHIBIT B

CURRENTLY-EFFECTIVELY COST SHARING PERCENTAGES FOR SIX CITIES' MATTERS

46632/56835
(Six Cities Generation Related Assignments)

City	Allocation %
City of Anaheim	39.56
City of Azusa	3.83
City of Banning	2.38
City of Colton	5.38
City of Riverside	30.78
City of Pasadena	18.07

46632/57431
(Six Cities Transmission Related Assignments)

City	Allocation %
City of Anaheim	39.56
City of Azusa	3.83
City of Banning	2.38
City of Colton	5.38
City of Riverside	30.78
City of Pasadena	18.07

46632/80383
(Six Cities NERC Related Assignments)

City	Allocation %
City of Anaheim	39.56
City of Azusa	3.83
City of Banning	2.38
City of Colton	5.38
City of Riverside	30.78
City of Pasadena	18.07

48126/68898
(Thompson Coburn NERC Registered Entities Group)

City	Allocation %
City of Anaheim	7.40
City of Azusa	2.09
City of Banning	2.09
City of Colton	2.09
City of Riverside	7.40
City of Cleveland	7.40
American Municipal Power	25.23
Clarksdale Public Utilities	2.09
City of Roseville	7.40
City of Pasadena	7.40
ElectriCities of NC	25.23
Easton Utilities	2.09
City of Moreno Valley	2.09

37426/35030
(Five Southern Cities Transmission Related Assignments)

City	Allocation %
City of Anaheim	51.0
City of Azusa	4.5
City of Banning	2.5
City of Colton	5.0
City of Riverside	37.0

37426/35031
(Five Southern Cities Generation Related Assignments)

City	Allocation %
City of Anaheim	51.0
City of Azusa	4.5
City of Banning	2.5
City of Colton	5.0
City of Riverside	37.0

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:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-26, Approving SATEC ExpertPower Software-as-a-Service (SaaS) Agreement**

RECOMMENDATION:

City staff recommends that the City Council adopt Resolution 2024-26.

BACKGROUND:

In June of 2016, City staff presented, discussed, and the City Council adopted, Resolution 2016-29 for $2,350,000, authorizing software modifications and the purchasing of meters and lock rings for implementation of a "Smart Grid Project." The staff report provided background and justification for the automated meter reading Project, including improved customer service, real-time data, rate design and development, theft and outage detection, and remote connection and disconnection of electrical energy services.

To date, we are complete with the implementation of the AMI project but we do have meter communication problems. These are Itron issues and being addressed by Itron and do not fall under the parameters of SATEC. Staff have been replacing the meters in conjunction with customers' billing cycles for ease of billing.

In October of 2018, City staff presented, discussed and the City Council adopted, Resolution 2018-129 authorizing the Automated Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) phase of the "Smart Grid Project" in the amount of $450,000. With this phase approved, staff began negotiation of the Master Sales Agreement and Scope of Work with Itron. During this time, staff was informed of SATEC Data Analytics software package and determined the additional customer service, utility billing and engineering benefits would be a better option for the data analytics needs of the Electric Utility. The implementation of using SATEC Data Analytics has enabled Electric Utility Staff to maximize these available benefits and features while the infrastructure deployment is being finalized with Itron.

In August of 2019, City Council adopted Resolution 2019-111 authorizing the implementation software SATEC's package. Staff recommended the SATEC data analytics after reviewing their package and comparing it to added analytics cost and features from Itron. This addition to the previously approved analytics items offered by Itron. With SATEC staff is able to customize and prioritize reports on demand as opposed to requesting reports and awaiting delivery. Furthermore, staff has been able to utilize most of the improved features at the implementation of the data analytics software rather than wait for full deployment of the AMI infrastructure.

In August of 2023, City Council adopted Resolution 2023-137 authorizing the continued ExpertPower

software as a service package with SATEC for meter data analytics and cloud storage for a term of one year. This one year term was to move the contract period into a perpetual schedule of software maintenance.

JUSTIFICATION:

SATEC's Data Analytics were more cost effective than Itron's Data Analytics, hence staff recommended and Council approved this implementation. Staff intends for this to be a perpetual agreement until the City deems these services no longer meet the needs of the Utility.

FISCAL IMPACT:

The cost of the annual maintenance for the SATEC Data Analytics and cloud services software will be billed at a rate of $.45 per endpoint annually with a cost escalator of the lesser of five percent (5%) or Consumer Price Index (CPI). Funds are currently budgeted and will continue to be budgeted annually in the Electric Operating Fund 670.

Year	Estimated Amount
2024/2025	$79,115
2025/2026	$83,071
2026/2027	$87,225
2027/2028	$91,586
2028/2029	$96,165

ALTERNATIVES:

1. Adopt Resolution 2023-26 as recommended.
2. Adopt Resolution 2023-26 with modifications.
3. Do not approve Resolution 2023-26 resulting in staff seeking alternate meter data management software. This will adversely affect the electric utility's ability to bill customers for their energy usage.

ATTACHMENTS:

1. Resolution 2024-26, SATEC.docx
2. Banning - Satec SaaS (C00800) Master Agreement.docx

RESOLUTION 2024-26

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING SATEC EXPERTPOWER SOFTWARE-AS-A-SERVICE (SAAS) AGREEMENT

WHEREAS, the City of Banning is a general law municipality governed by elected City Council Members; 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, on June 28, 2016, the City Council adopted Resolution 2016-29 authorizing the expenditure of $2,350,000 for required utility billing software modifications and purchase of smart meters and locking rings related to the smart grid project; and,

WHEREAS, on Oct 9, 2018, the City Council adopted Resolution 2018-129 authorizing the expenditure of $450,000 for Automated Meter Reading and Advanced Metering Infrastructure phase of the "Smart Grid Project"; and,

WHEREAS, on August 27, 2019, the City Council adopted Resolution 2019-111 authorizing the expenditure of $109,975 for the purchase of Data Analytics Software, including cloud services and annual maintenance and support from Satec, Inc.; and,

WHEREAS, in August of 2023, City Council adopted Resolution 2023-137 authorizing the continued ExpertPower software-as-a-service package with SATEC for meter data analytics and cloud storage for a term of one year to move the contract period into a regular perpetual schedule under an SaaS agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves, in substantive form, the ExpertPower Software-as-a-Service Agreement with SATEC with a 5-year term and a not-to-exceed total compensation amount of $437,162.67, attached hereto as Exhibit A, and authorizes the City Manager to sign the Agreement on behalf of the City Council.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Agreement prior to execution and to make necessary budget adjustments, appropriations, and transfers related to the Agreement.

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 13th day of February 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 2024-26, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
SATEC Agreement

MASTER AGREEMENT

SOFTWARE AS A SERVICE

This agreement ("Agreement") is entered into and is effective as of February 1, 2024 ("Effective Date"), by and between the City of Banning located at 99 E. Ramsey Street, Banning, California 92220 ("City") an SATEC, INC.**,** a New Jersey Corporation, located at 10 Milltown Court, Union, NJ 07083 ("Service Provider").

RECITALS

WHEREAS, City requires third-party hosted "software as a service" services, as further described herein, with respect to certain of its information technology needs;

WHEREAS, City requested a proposal from Service Provider for such services;

WHEREAS, Service Provider has experience and expertise in the business of providing the required services;

WHEREAS, Service Provider submitted a proposal to City to provide such services to City;

WHEREAS, based on Service Provider's superior knowledge and experience relating to the required services, City has selected Service Provider to provide and manage the services;

WHEREAS, Service Provider wishes to perform the required services and acknowledges that the successful performance of the services and the security and availability of City's data are critical to the operation of City's business; and,

WHEREAS, Service Provider has agreed to provide the required services to City, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. The Services. This Agreement sets forth the terms and conditions under which Service Provider agrees to license to City certain hosted software and provide all other services necessary for productive use of such software including customization / integration, user identification and password change management, data import / export, monitoring, technical support, maintenance, **offsite or onsite** training, backup and recovery, and change management (collectively, the "Services") as further set forth in Exhibit "A" attached hereto.

    1.1 Authorized Users. Unless otherwise limited herein, Service Provider grants City a renewable, irrevocable, nonexclusive, royalty-free, and worldwide right and license for any City employee, contractor, or agent, or any other individual or entity authorized by City, (each, an "Authorized User") to access and use the Services. Other than any limitations otherwise described herein, Authorized Users will have no other limitations on their access to or use of the Services.

    1.2 Acknowledgement of License Grant. For the purposes of 11 U.S.C. § 365(n), the parties acknowledge and agree that this Agreement constitutes a grant of a license to City to use intellectual property in software form, by Service Provider.

1.3 Changes in Number of Authorized Users. City is entitled to increase or decrease the initial number of Authorized Users ("Minimum Commitment"), on an as-requested basis; provided, however, that City shall maintain the Minimum Commitment unless the parties otherwise agree to adjust the Minimum Commitment. Should City elect to change the number of Authorized Users, Service Provider shall reduce or increase Authorized Users specified in Exhibit A and adjust the prospective Services Fees accordingly no later than five (5) business days from City's written request.

1.4 Control and Location of Services/Cloud Storage. The method and means of providing the Services shall be under the exclusive control, management, and supervision of Service Provider, giving due consideration to the requests of City. Any and all cloud storage shall be in compliance with ISO/IEC 27001 - 27018, as applicable, or successor standards thereto. Verified cloud storage services provided by Amazon Web Services or Microsoft Azure, shall be deemed to comply with this section. Except as otherwise expressly set forth in Exhibit A, 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, and all such locations shall be disclosed to City annually and within thirty (30) days of the effective date of this Agreement.

1.4.1 Subcontractors. Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement, without City's prior written consent and any attempt to do so shall be void and without further effect and shall be a material breach of this Agreement. Service Provider's use of subcontractors shall not relieve Service Provider of any of its duties or obligations under this Agreement.

1.4.2 Offensive or Disparaging Content. Where the Services or any web services affiliated with the Services contain offensive content or portray City in a disparaging way, either as solely determined by City, Service Provider shall immediately remove the offensive or disparaging content and City shall have the right, at City's sole election, to: (a) immediately terminate this Agreement or any portion thereof corresponding to the offending or disparaging content, and be entitled to a return of any prepaid fees, as liquidated damages and not as a penalty; or, (b) obtain or retain, as the case may be, all fees paid or payable for the entire period of the then-current term, as liquidated damages and not as a penalty, associated with that portion of this Agreement corresponding to the offending or disparaging content.

1.5 Storage. The Services shall include the applicable allocation of base data storage as described in Exhibit A, if any. Service Provider shall immediately notify City when City has reached eighty percent (80%) of City's then-current data storage maximum. Within five (5) calendar days of City's request, Service Provider shall make additional data storage available to City at the rates described in Exhibit A.

1.6 Development and Test Environments. In addition to production use of the Services, City is entitled to one development and one test environment for use by Authorized Users at no additional charge. Such non-production environments shall have the same data storage and processing capacities as the production environment. Service Provider shall cooperate with City's requests in managing the non-production environments such as refreshing City Data upon request.

1.7 Documentation. The documentation for the Services ("Documentation") will accurately and completely describe the functions and features of the Services, including all subsequent revisions thereto. The Documentation shall be understandable by a typical end user and shall provide Authorized Users with sufficient instruction such that an Authorized User can

become self-reliant with respect to access and use of the Services. City shall have the right to make any number of additional copies of the Documentation at no additional charge.

1.8 Changes in Functionality. During the term of this Agreement, Service Provider shall not reduce or eliminate functionality in the Services. Where Service Provider has reduced or eliminated functionality in the Services, City, at City's sole election and in City's sole determination, shall: (a) have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid fees; or, (b) determine the value of the reduced or eliminated functionality and Service Provider will immediately adjust the Services Fees accordingly on a prospective basis. Where Service Provider has introduced like functionality in other services, City shall have an additional license and subscription right to use and access the new services, at no additional charge, with the same rights, obligations, and limitations as for the Services. Where Service Provider increases functionality in the Services, such functionality shall be provided to City without any increase in the Services Fees.

1.9 No Effect of Click-Through Terms and Conditions. Where an Authorized User is required to "click through" or otherwise accept or be made subject to any online terms and conditions in accessing or using the Services, such terms and conditions are not binding and shall have no force or effect as to the Services or this Agreement.

1.10 Modification of the Services. The City's Director of Information Technology shall be authorized to waive, in writing, any of the Service Provider's obligations with respect to the Services, where deemed to be in the City's best interests, provided that no such modification shall result in any increase in the amount of the Services Fees.

1.11 Compliance with All Laws. In providing the Services, the Service Provider shall comply with any and all applicable local, State and federal laws, statutes, standards, policies, and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, the Americans with Disabilities Act, the Stored Communications Act, 18 U.S.C. Sections 2701 through 2712, Civil Code Sections 1798.80 through 1798.84, and the California Consumer Privacy Act, Civil Code Section 1798.100, et seq.

2. Service Levels.

2.1 Service Levels; Time is of the Essence. For the term of this Agreement, Service Provider shall provide the Services, force majeure events excepted, during the applicable Service Periods and in accordance with the applicable Service Level Standards, each as described in Exhibit A hereto. Time is of the essence in the performance of the Services.

2.2 Failure to Meet Service Level Standards. In the event Service Provider does not meet a Service Level Standard, Service Provider shall: (a) owe to City any applicable Performance Credit, as liquidated damages and not as a penalty; and, (b) use its best efforts to ensure that any unmet Service Level Standard is subsequently met. Notwithstanding the foregoing, Service Provider will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of Service. In no case shall City be required to notify Service Provider that a Performance Credit is due as a condition of payment of the same.

2.2.1 Termination for Material and Repeated Failures. City shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement, and be entitled to a return of any prepaid fees where Service Provider fails to meet any Service Level Standard: (a) to such an extent that the City's ability, as solely determined by City, to use

the Services is materially disrupted, force majeure events excepted; or, (b) for four (4) months out of any twelve (12) month period.

2.3 Audit of Service Levels. No more than quarterly, City or City's agent shall have the right to audit Service Provider's books, records, and measurement and auditing tools to verify Service Level Standard achievement and to determine correct payment of any Performance Credit. Where it is determined that any Performance Credit was due to City but not paid, Service Provider shall immediately owe to City the applicable Performance Credit.

3. Support; Maintenance; Additional Services.

3.1 Technical Support. Service Provider shall provide the Technical Support as described in Exhibit A. The Services Fees shall be inclusive of the fees for all Technical Support.

3.2 Maintenance. Service Provider shall provide bug fixes, corrections, modifications, enhancements, upgrades, and new releases to the Services to ensure: (a) the functionality of the Services, as described in the Documentation, is available to Authorized Users; (b) the functionality of the Services in accordance with the representations and warranties set forth herein, including but not limited to, the Services conforming in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation; (c) the Service Level Standards can be achieved; and, (d) the Services work with the then-current version and the three prior versions of Internet Explorer, Edge, Mozilla Firefox, and Google Chrome Internet browsers. The Services Fees shall be inclusive of the fees for maintenance.

3.2.1 Required Notice of Maintenance. Unless as otherwise agreed to by City on a case-by-case basis, Service Provider shall provide no less than thirty (30) calendar day's prior written notice to City of all non-emergency maintenance to be performed on the Services, such written notice including a detailed description of all maintenance to be performed. For emergency maintenance, Service Provider shall provide as much prior notice as commercially practicable to City and shall provide a detailed description of all maintenance performed no greater than one (1) calendar day following the implementation of the emergency maintenance.

3.2.2 Acceptance of Non-Emergency Maintenance. Unless as otherwise agreed to by City on a case-by-case basis, for non-emergency maintenance, City shall have a ten (10) business day period to test any maintenance changes prior to Service Provider introducing such maintenance changes into production (the "Maintenance Acceptance Period"). In the event that City rejects, for good cause, any maintenance changes during the Maintenance Acceptance Period, Service Provider shall not introduce such rejected maintenance changes into production. At the end of the Maintenance Acceptance Period, if City has not rejected the maintenance changes, the maintenance changes shall be deemed to be accepted by City and Service Provider shall be entitled to introduce the maintenance changes into production.

3.3 Customization / Integration Services. Service Provider shall provide the Customization / Integration Services, if any, described in Exhibit A. The Services Fees shall be inclusive of the fees for the Customization / Integration Services.

4. Audit Rights of Service Provider. Service Provider shall have no right to conduct an on-premises audit of City's compliance with the use of the Services. No more than once annually, Service Provider shall have the right to request from City its certification of compliance with the permitted number of Authorized Users. Where the actual number of users exceeds the permitted number of

Authorized Users, City, at City's sole election shall, within thirty (30) business days: (a) reduce the actual number of users so as to be in compliance with the permitted number of Authorized Users in which case no additional Services Fees shall be due to Service Provider; or, (b) acquire the appropriate number of Authorized Users' licenses at the rate specified in Exhibit A so as to be in compliance with the permitted number of Authorized Users.

5. Change in Services. City may, upon written notice, request changes to the scope of the Services under Exhibit A. If City requests an increase in the scope, City shall notify Service Provider, and, not more than five (5) business days (or other agreed upon period) after receiving the request, Service Provider shall notify City whether or not the change has an associated cost impact. If City approves, City shall issue a change order, which will be executed by the Service Provider. City shall have the right to decrease the scope, and the associated fees will be reduced accordingly.

6. Term and Termination.

6.1 Term. This Agreement is legally binding as of the Effective Date and shall continue for three (3) year ("Term") unless sooner terminated, as provided for herein. Following the Initial Term and unless otherwise terminated as provided for in this Agreement, this Agreement may be renewed for up to two (2) years, successive one (1) year terms (each, a "Renewal Term") unless sooner terminated by a party providing the other party with written notice of termination.

6.2 Pricing Escalation. Service Provider is eligible to increase their rates for Software Services annually on the anniversary of the Effective Date equal to the Consumer Price Index for All Urban Consumers (CPI-U) for Riverside-San Bernadino-Ontario, CA area as reported by the Bureau of Labor Statistics.

6.3 Termination for Convenience. Without limiting the right of a party to terminate this Agreement as provided for in this Agreement, a party may terminate this Agreement for convenience upon not less than thirty (30) days prior written notice to the other party.

6.4 Termination for Cause. Without limiting the right of a party to immediately terminate this Agreement for cause as provided for in this Agreement, if either party materially breaches any of its duties or obligations hereunder and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within thirty (30) calendar days after written notice of the breach, the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.

6.5 Payments upon Termination for Convenience. Upon the termination of this Agreement, City shall pay to Service Provider all undisputed amounts due and payable hereunder, if any, and Service Provider shall pay to City all amounts due and payable hereunder, such as Performance Credits and prepaid fees, if any. As compensation for any administrative costs incurred by Service Provider due to City's termination for convenience, and unless otherwise agreed upon by the parties, City shall pay, or Service Provider shall retain if fees were prepaid, three (3) months' worth of additional fees calculated prorata. Any remaining prepaid funds shall be refunded to City.

6.6 Return of City Data. Upon the termination of this Agreement, Service Provider shall, within two (2) business day following the termination of this Agreement, provide City, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Service Provider), with a final extract of the City Data in the format specified by City. Further, Service Provider shall certify to City the destruction of any City Data within the possession or control of Service Provider, in accordance with Section 12.5, but such destruction shall occur only after the City Data has been returned to City. This Section shall survive the termination of this Agreement.

7. Transition Services. **[OPTIONAL]** Provided that this Agreement has not been terminated by Service Provider due to City's failure to pay any undisputed amount due Service Provider, Service Provider will provide to City and/or to the service provider selected by City ("Successor Service Provider") assistance reasonably requested by City to effect the orderly transition of the Services, in whole or in part, to City or to Successor Service Provider ("Transition Services") following the termination of this Agreement, in whole or in part. The Transition Services shall be provided on a time and materials basis and may include: (a) developing a plan for the orderly transition of the terminated Services from Service Provider to City or Successor Service Provider; (b) if required, transferring the City Data to Successor Service Provider; (c) using commercially reasonable efforts to assist City in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services; (d) using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and, (e) such other activities upon which the parties may agree. Notwithstanding the foregoing, should City terminate this Agreement due to Service Provider's material breach, City may elect to use the Services for a period of no greater than six (6) months from the date of termination at a reduced rate of twenty (20%) percent off of the then-current Services Fees for the terminated Services. All applicable terms and conditions of this Agreement shall apply to the Transition Services. This Section shall survive the termination of this Agreement.

8. Fees; Billing. City shall be responsible for and shall pay to Service Provider the fees as further described in Exhibit A, subject to the terms and conditions contained in this Agreement. Any sum due Service Provider for the Services for which payment is not otherwise specified shall be due and payable thirty (30) business days after receipt by City of an invoice from Service Provider.

8.1 Billing Procedures. Service Provider shall bill to City the sums due pursuant to Exhibit A by Service Provider's invoice, which shall contain: (a) City's purchase order number, if any, and Service Provider's invoice number; (b) description of Services for which an amount is due; (c) the fees or portion thereof that are due; (d); taxes, if any; (e); any Performance Credits or other credits; and, (f) total amount due. Service Provider shall email invoices to ap@banningca.gov.

8.2 Taxes. Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local taxes. Service Provider agrees that City is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest, or penalties, including any federal, state, or local withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

8.3 Credits. Any amounts due to City, such as a Performance Credit if applicable, from Service Provider may be applied by City, at the sole election of City, against any current or future fees due to Service Provider. Any such amounts that are not so applied by City shall be paid to City by Service Provider within thirty (30) calendar days following City's request. This Section shall survive the termination of this Agreement.

8.4 Non-binding Terms. Any terms and conditions included in a Service Provider invoice shall be deemed to be solely for the convenience of the Service Provider, and no such term or condition shall be binding upon the City.

8.5 Auditable Records. Service Provider shall maintain accurate records of all fees billable to, and payments made by, City in a format that will permit audit by City for a period of no less than three (3) years from when a fee was incurred or a payment was made. The foregoing obligation of Service Provider shall survive the termination of this Agreement. For the term of this Agreement, upon City's written request, Service Provider shall provide City with a copy of its annual American Institute of Certified Public Accountants Service Organization

Control (SOC) 1 type 2 report and SOC 2 type 2 report (for all Trust Services Principles), or successor form of SOC reports.

8.6 Billing Reviews by Third-Parties. For purposes of determining the competitiveness and appropriateness of fees charged to City by Service Provider, City is entitled to disclose to a third-party this Agreement, and any other data pertaining to fees paid or payable by City to Service Provider.

8.7 No Suspension of Services. Service Provider shall not suspend any part of the Services where: (a) City is reasonably disputing any amount due to Service Provider; or, (b) any unpaid but undisputed amount due to Service Provider is less than ninety (90) business days in arrears.

9. Representations and Warranties.

9.1 Mutual. City and Service Provider each represent and warrant that:

9.1.1 City is a public entity, and Service Provider is a business, duly incorporated or established, validly existing, and in good standing under the laws of its state of incorporation;

9.1.2 it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;

9.1.3 the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;

9.1.4 it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,

9.1.5 there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

9.2 By Service Provider. Service Provider represents and warrants that:

9.2.1 it is in the business of providing the Services;

9.2.2 the Services are fit for the ordinary purposes for which they will be used;

9.2.3 it is possessed of superior knowledge with respect to the Services;

9.2.4 it acknowledges that City is relying on its representation of its experience and expert knowledge, and that any substantial misrepresentation may result in damage to City;

9.2.5 it knows the particular purpose for which the Services are required by City;

9.2.6 it is the lawful licensee or owner of the Services (excluding any City Data therein) and has all the necessary rights in the Services to provide the Services to City;

9.2.7 the Services and any other work performed by Service Provider hereunder shall not infringe upon any United States or foreign copyright, patent, trade secret, or other intellectual proprietary right, or misappropriate any trade secret, of any third-party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;

9.2.8 it shall disclose any third-party (which shall, for purposes of this Agreement, be deemed a subcontractor) whose intellectual property is incorporated into the Services or who is necessary for the performance of the Services and it shall maintain in-force written agreements with such third-party, if any, for the term of this Agreement;

9.2.9 it has the expertise to perform the Services in a competent, workmanlike, and professional manner and in accordance with the highest professional standards;

9.2.10 it will use its best efforts, but not less than commercially reasonable efforts, to ensure that no computer viruses, worms, malware, or similar items (collectively, a "Virus") are introduced into City's computing and network environment by the Services, and that, where it transfers a Virus to City through the Services, it shall reimburse City the actual, documented cost incurred by City to remove and/or recover from the Virus, including the costs of persons employed by City to perform such services;

9.2.11 the Services are free of any mechanism which may disable the Services and Service Provider warrants that no loss of City Data will result from such items if present in the Services;

9.2.12 in the case of City's reasonable dispute of any Service Provider invoice, it shall not withhold the performance of Services, including, without limitation, access and use of the Services, Technical Support, Maintenance, and extract of City Data; and,

9.2.13 the Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in Exhibit A and the Documentation.

10. City Data.

10.1 Ownership. City's data ("City Data," which shall also be known and treated by Service Provider as Confidential Information) shall include City's and all other authorized users' data, including personally identifiable information ("PII") if any, collected, accessed, used, processed, stored, generated, or otherwise made accessible to Service Provider, as the result of or in connection with the City's use of the Services. PII includes, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the elements listed herein. Personal information also means "personal information" as defined in California Civil Code Section 1798.140(o). Except where subject to a third party's intellectual property rights, all City

Data is and shall remain the sole and exclusive property of City and all right, title, and interest in the same belongs to City. This Section shall survive the termination of this Agreement.

10.2 Service Provider Use of City Data. Service Provider is provided a limited license to access City Data for the sole and exclusive purpose of providing the Services, including a license to collect, process, store, generate, and display City Data only to the extent necessary in the providing of the Services. Service Provider shall: (a) keep and maintain City Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose City Data solely and exclusively for the purpose of providing the Services, such use and disclosure being in accordance with this Agreement, and applicable law; (c) allow access to City Data only to those employees and authorized agents of Service Provider who are directly involved with and responsible for providing the Services; and, (d) not use, sell, rent, transfer, distribute, or otherwise disclose or make available City Data for Service Provider's own purposes or for the benefit of anyone other than City without City's prior written consent. Service Provider may not utilize aggregated data derived from City 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.

10.3 Access to, and Extraction of City Data. City shall have full and complete access to, and ability to download, its City Data 24 hours per day, 7 days per week, except during authorized periods of maintenance by Service Provider. Further, Service Provider shall, within one (1) business day of City's request, provide City, without charge and without any conditions or contingencies whatsoever (including, but not limited to, the payment of any fees due to Service Provider), an extract of the City Data in the format reasonably specified by City. In the event City gives Service Provider written notice of a "litigation hold", then as to all data identified in such notice, Service Provider shall, at no additional cost to City, isolate and preserve all such data pending receipt of further direction from the City.

10.4 Backup and Recovery of City Data. As a part of the Services, Service Provider is responsible for maintaining a backup of City Data and providing an orderly and timely recovery of such data in the event that the Services may be interrupted. Unless otherwise described in Exhibit A, Service Provider shall maintain a contemporaneous backup of City Data that can be recovered within two (2) hours at any point in time. Additionally, Service Provider shall store a backup of City Data in an off-site (but within the continental United States) "hardened" facility no less than daily, maintaining the security of City Data, the security requirements of which are further described herein. Any backups of City Data shall not be considered in calculating storage used by City.

10.5 Loss or Unauthorized Access to 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 City Data or the physical, technical, administrative, or organizational safeguards put in place by Service Provider that relate to the protection of the security, confidentiality, or integrity of City Data, Service Provider shall, as applicable: (a) notify City as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with City in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by City; (c) in the case of PII, at City's sole election, (i) notify the affected individuals who comprise the PII as soon as practicable but no later than is required to comply with applicable law including, but not limited to, the provisions of California Civil Code Section 1798.82 and Section 1798.100, et seq., or, in the absence of any legally required

notification period, within five (5) calendar days of the occurrence; or, (ii) reimburse City 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 Service Provider's obligations of indemnification as further described in this Agreement, indemnify, defend, and hold harmless City for any and all Claims (as defined herein), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from City in connection with the occurrence up to the limits of Service Provider's Cyber Liability policy required herein; (g) be responsible for recreating lost City Data in the manner and on the schedule set by City without charge to City; and, (h) provide to City a detailed plan within ten (10) calendar days of the occurrence describing the measures Service Provider will undertake to prevent a future occurrence. Notification to affected individuals, as described above, shall comply with applicable law, be written in plain language, and contain, at a minimum: name and contact information of Service Provider's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Service Provider has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Service Provider. This Section shall survive the termination of this Agreement.

11. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section shall survive the termination of this Agreement.

11.1 Meaning of Confidential Information. For the purposes of this Agreement, the term "Confidential Information" shall mean all information and documentation of a party that: (a) has been marked "confidential" or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked "confidential" or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked "confidential" or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term "Confidential Information" does not include any information or documentation that was: (a) already in the possession of the receiving party without an obligation of confidentiality; (b) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party's proprietary rights; (c) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (d) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Agreement, in all cases and for all matters, City Data shall be deemed to be Confidential Information.

11.2 Obligation of Confidentiality. The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Agreement or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement, or as required by law including the California Public Records Act, subpoena, or court order. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential.

11.3 Cooperation to Prevent Disclosure of Confidential Information. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party shall advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.

11.4 Remedies for Breach of Obligation of Confidentiality. Each party acknowledges that breach of its obligation of confidentiality may give rise to irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of City, at the sole election of City, the immediate termination, without liability to City, of this Agreement.

11.5 Surrender of Confidential Information upon Termination. Upon termination or expiration of this Agreement, in whole or in part, each party shall, within five (5) calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which is in such party's possession, custody, or control; provided, however, that Service Provider shall return City Data to City following the timeframe and procedure described further in this Agreement. Should Service Provider or City determine that the return of any City Data or non-City Data Confidential Information is not feasible, Service Provider shall destroy the data comprising such Confidential Information in compliance with the most current version of NIST standard SP800-88, or other standard acceptable to the City, and shall certify the same in writing within five (5) calendar days from the date of termination to the City.

12. Data Privacy and Information Security.

12.1 Undertaking by Service Provider. Without limiting Service Provider's obligation of confidentiality as further described herein, Service Provider shall be responsible for establishing, maintaining, and providing a written description to City of, a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that comply with or are substantial similar to the security controls identified in the current version of NIST SP800-53, and that is designed to: (a) ensure the security and confidentiality of the City Data; (b) protect against any anticipated threats or hazards to the security or integrity of the City Data; (c) protect against unauthorized disclosure, access to, or use of the City Data; (d) ensure the proper disposal of City Data; and, (e) ensure that all employees, agents, and subcontractors of Service Provider, if any, comply with all of the foregoing. In no case shall the safeguards of Service Provider's data privacy and information security program used to protect City Data be less stringent than the safeguards used by Service Provider for its own data.

If the Services include handling credit card information, then the Service Provider shall comply at all times with all applicable Payment Card Industry Data Security Standards (PCI-DSS). Service Provider agrees and warrants that it is responsible for the security of "cardholder data" that Service Provider possesses, stores, processes or transmits on behalf of the City, and for any impact on the security of City's cardholder data environment adversely affected by any failure of the Service Provider to maintain compliance with provisions of the PCI-DSS applicable to the Services.

At all times herein, Service Provider shall maintain, handle, transmit, and store City Data utilizing transport layer security (TLS) level 1.3, or higher successor standard thereto, or otherwise as required by the City.

At all times herein, Service Provider shall maintain, handle, transmit, and store City Data in encrypted form meeting the requirements of Federal Information Processing Standard (FIPS) 140-3, or successor standard thereto, or otherwise as required by the City.

12.2 Audit by Service Provider. No less than annually, Service Provider shall conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to City.

12.3 Right of Audit by City. Without limiting any other audit rights of City, City shall have the right to review Service Provider's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the providing of the Services, on an ongoing basis from time to time and without notice, City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's data privacy and information security program. In lieu of an on-site audit, upon request by City, Service Provider agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by City regarding Service Provider's data privacy and information security program.

12.4 Audit Findings. Service Provider shall implement any required safeguards as identified by City or by any audit of Service Provider's data privacy and information security program.

12.5 City's Right to Terminate for Deficiencies. City reserves the right, at its sole election, to immediately terminate this Agreement without limitation and without liability if City reasonably determines that Service Provider fails or has failed to meet its obligations under this Section.

13. Proprietary Rights.

13.1 Pre-existing Materials. City acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials," which shall include the Services) and that the same shall remain the sole and exclusive property of Service Provider.

13.2 No License. Except as expressly set forth herein, no license is granted by either party to the other with respect to the Confidential Information or Pre-existing Materials. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest, in the Confidential Information or Pre-existing Materials, except as may be provided under a license specifically applicable to such Confidential Information or Pre-existing Materials.

13.3 The provisions of this Section shall survive the termination of this Agreement.

14. Indemnification; Limitation of Liability; Insurance.

14.1 General Indemnification. To the maximum extent permitted by law, Service Provider agrees to indemnify, defend, and hold harmless City and its elected officials, officers, directors, agents, attorneys and employees (each, an "Indemnitee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of Service Provider, its officers, directors, agents, employees, and/or subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or

relating to: (a) bodily injury (including death) or damage to tangible personal or real property; (b) any payment required to be paid to subcontractors, if any, of Service Provider; (c) any material misrepresentation or breach of warranty set forth in this Agreement; (d) Service Provider's professional services; and/or (e) any material breach of any covenant set forth in this Agreement; provided, however, that the foregoing indemnity shall not apply to the extent the applicable Claim resulted from the negligent acts or omissions, or willful misconduct, of an Indemnitee as determined by agreement of the parties or by a final judicial decision.

To the maximum extent permitted by law, Service Provider shall indemnify, defend and hold each of the Indemnitees free and harmless, and pay 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 destruction, or unauthorized access to, use, or theft of City Data (collectively, "cyber theft") provided, however, that Service Provider's liability for cyber theft shall be limited to the cyber liability insurance policy limits set forth in this Agreement.

14.2 Proprietary Rights Indemnification. Service Provider agrees to indemnify, defend, and hold harmless Indemnitees from and against any and all Claims, including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnitee, by reason of any Claim arising out of or relating to the Services allegedly or actually infringing or misappropriating any United States or foreign patent, copyright, trade secret, trademark, or other proprietary right. In the event that Service Provider is enjoined from providing the Services and such injunction is not dissolved within thirty (30) calendar days, or in the event that City is adjudged, in any final order of a court of competent jurisdiction from which no appeal is taken, to have infringed upon or misappropriated any patent, copyright, trade secret, trademark, or other proprietary right in the access or use of the Services in compliance with this Agreement, then Service Provider shall, at its expense: (a) obtain for City the right to continue using such Services; (b) replace or modify such Services so that they do not infringe upon or misappropriate such proprietary right and is free to be used by City; or, (c) in the event that Service Provider is unable or determines, in its reasonable judgment, that it is commercially unreasonable to do either of the aforementioned, Service Provider shall reimburse to City any prepaid fees and the full cost associated with any Transition Services.

14.3 Indemnification Procedures. Promptly after receipt by City of a threat, notice, or filing of any Claim against an Indemnitee, City shall give notice thereof to Service Provider, provided that failure to give or delay in giving such notice shall not relieve Service Provider of any liability it may have to the Indemnitee except to the extent that Service Provider demonstrates that the defense of the Claim is prejudiced thereby. Service Provider shall have sole control of the defense and of all negotiations for settlement of a Claim and City shall not independently defend or respond to a Claim; provided, however, that: (a) City may defend or respond to a Claim, at Service Provider's expense, if City's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee; and, (b) City shall have the right, at its own expense, to monitor Service Provider's defense of a Claim. At Service Provider's request, City shall reasonably cooperate with Service Provider in defending against or settling a Claim; provided, however, that Service Provider shall reimburse City for all reasonable out-of-pocket costs incurred by City (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

14.4 Third-Party Beneficiaries. Nothing, express or implied, in this Agreement is intended to benefit, or to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor Indemnitees.

14.5 Limitation of Liability. NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, AND / OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE FOREGOING EXCULPATION OF LIABILITY SHALL NOT APPLY WITH RESPECT TO DAMAGES INCURRED AS A RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY. A PARTY SHALL BE LIABLE TO THE OTHER FOR ANY DIRECT DAMAGES ARISING OUT OF OR RELATING TO ITS PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT; PROVIDED, HOWEVER, THAT THE LIABILITY OF A PARTY, WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, EQUITY, NEGLIGENCE, TORT, OR OTHERWISE FOR ALL EVENTS, ACTS, OR OMISSIONS UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT FOR THE PREVIOUS TWO (2) YEARS, AND PROVIDED, FURTHER, THAT THE FOREGOING LIMITATIONS SHALL NOT APPLY TO**:** (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, AS FURTHER DESCRIBED IN THIS AGREEMENT; (B) DAMAGES CAUSED BY A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR, (C) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, AS FURTHER DESCRIBED IN THIS AGREEMENT. This Section shall survive the termination of this Agreement.

14.6 Insurance. Unless otherwise approved in writing by City's risk manager, Service Provider shall, at its own expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts as follows, with responsible insurance carriers duly admitted and qualified in California covering the operations of Service Provider, pursuant to this Agreement: commercial general liability [and auto liability if any of the Services will be performed on City property] ($1,000,000 per occurrence [and/or accident], $2,000,000 aggregate); excess liability ($2,000,000 per occurrence, $2,000,000 aggregate); workers' compensation (statutory limits) and employers' liability ($500,000 per accident); cyber liability ($2,000,000 per occurrence) providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data; (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data; and professional liability ($1,000,000 per occurrence, $2,000,000 aggregate). Any of the foregoing policy limits shall be subject to modification by the City's risk manager upon thirty (30) days prior, written notice to Service Provider, and at any time prior to commencement of the Services.

The Indemnitees shall be named as additional insureds in the commercial general, auto liability if required, cyber, and excess liability policies which shall contain standard cross liability clauses, using forms of endorsements acceptable to City's risk manager. Service Provider shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policies shall be primary without right of contribution from any Indemnitee, and Service Provider waives all rights of subrogation with respect to the CGL, auto, and cyber liability policies. Such policies shall require that City be given no less than thirty (30) calendar days prior written notice of any cancellation thereof or material change therein. City shall have the right to request an adjustment of the limits of liability for commercial general, auto, cyber, and excess liability, and/or professional liability insurance if and as Service Provider's exposure to City increases. Service Provider shall provide City with certificates of insurance and original endorsements, evidencing all of the above coverage, including all special requirements specifically noted above, and shall provide City with certificates of insurance evidencing renewal or substitution of such insurance thirty (30) calendar days prior to the effective date of such renewal or substitution. Any "claims made" professional liability policy shall be endorsed to provide an extended reporting period of not less than three (3) years.

15. General.

15.1 Relationship between City and Service Provider. Service Provider represents and warrants that it is an independent contractor with no authority to contract for City or in any way to bind or to commit City to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of City. Under no circumstances shall Service Provider, or any of its staff, if any, hold itself out as or be considered an agent employee, joint venture, or partner of City. In recognition of Service Provider's status as an independent contractor, City shall carry no Workers' Compensation insurance or any health or accident insurance to cover Service Provider or Service Provider's agents or staff, if any. City shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, any other applicable taxes whether federal, state, or local, nor provide any other contributions or benefits which might be expected in an employer-employee relationship. Neither Service Provider nor its staff, if any, shall be eligible for, participate in, or accrue any direct or indirect benefit under any other compensation, benefit, or pension plan of City.

15.2 Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America. Service Provider hereby consents and submits to the jurisdiction and forum of the state and federal courts in the County of Riverside, State of California, without regard for change of venue laws, in all questions and controversies arising out of this Agreement.

15.3 Attorneys' Fees and Costs. In any arbitration, litigation, or other proceeding, informal or formal, by which one party either seeks to enforce this Agreement or seeks a declaration of any rights or obligations under this Agreement, the non-prevailing party shall pay the prevailing party's costs and expenses, including but not limited to, reasonable attorneys' fees.

15.4 Compliance with Laws; City Policies and Procedures. Both parties agree to comply with all applicable federal, state, and local laws, executive orders and regulations issued, where applicable. Service Provider shall comply with City policies and procedures where the same are posted, conveyed, or otherwise made available to Service Provider.

15.5 Cooperation. Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any City supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to City, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

15.6 Force Majeure; Excused Performance. Neither party shall be liable for delays or any failure to perform the Services or this Agreement due to causes beyond its reasonable control. Such delays include, but are not limited to, fire, explosion, flood or other natural catastrophe, pandemic, governmental legislation, acts, orders, or regulation, strikes or labor difficulties, or failures in communication lines and routes not under a party's control, to the extent not occasioned by the fault or negligence of the delayed party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control

of the delayed party. However, the delayed party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement. The delayed party must notify the other party promptly upon the occurrence of any such event, or performance by the delayed party will not be considered excused pursuant to this Section, and inform the other party of its plans to resume performance. A force majeure event does not excuse Service Provider from providing Services and fulfilling its responsibilities relating to the requirements of backup and recovery of City Data. In no event shall any of the following constitute a force majeure event: (a) failure, inadequate performance, or unavailability of Service Provider's subcontractors, if any; or, (b) configuration changes, other changes, Viruses, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for City to access or use the Services. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the termination of this Agreement, Service Provider shall provide its then-current business continuity plan ("Business Continuity Plan") to City upon City's request. The Business Continuity Plan shall include: (a) Services and City Data backup and recovery procedures, including procedures and resources for disaster recovery; (b) fail-over procedures; and, (c) how Service Provider will interact with its business continuity suppliers, if any. Service Provider shall test its Business Continuity Plan on an annual basis until the termination of this Agreement and shall provide the test results to City upon City's request.

15.7 Advertising and Publicity. Service Provider shall not refer to City directly or indirectly in any advertisement, news release, or publication, or use any City logo, seal or mark, without prior written approval from City.

15.8 No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

15.9 Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing at the end of this Agreement, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

15.10 Assignment of Agreement. This Agreement and the obligations of Service Provider hereunder are personal to Service Provider. Neither Service Provider nor any successor, receiver, or assignee of Service Provider shall directly or indirectly assign this Agreement or the rights or duties created by this Agreement, whether such assignment is effected in connection with a sale of Service Provider's assets or stock or through merger, an insolvency proceeding or otherwise, without the prior written consent of City. In the case of an assignment by Service Provider, Service Provider represents and warrants that it has all requisite rights and power to transfer any agreements or other rights with third-parties whose software is incorporated into the Services or who are necessary for the performance and use of the Services. Service Provider shall not subcontract performance of any of the Services without City's prior, written, consent. Use of third parties for cloud based storage in compliance with this Agreement shall not be deemed "subcontracting."

15.11 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

15.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the

same Agreement. The parties agree that a facsimile signature may substitute for and have the same legal effect as the original signature.

15.13 Entire Agreement. This Agreement and any and all attached exhibits, each of which is incorporated by reference herein, constitute the entire agreement between the parties and supersede any and all previous representations, understandings, or agreements between City and Service Provider as to the subject matter hereof. No representation or promise not expressly set forth herein shall be binding. The provisions of this Agreement shall govern over any inconsistent or conflicting provisions contained in any exhibit hereto, or any document incorporated by reference herein. This Agreement may only be amended by an instrument in writing signed by the parties. This Agreement shall be construed without regard to the party that drafted it. Any ambiguity shall not be interpreted against either party and shall, instead, be resolved in accordance with other applicable rules concerning the interpretation of contracts.

15.14 Cumulative Remedies. All rights and remedies of City herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance against Service Provider for the enforcement of this Agreement, and temporary and permanent injunctive relief.

Executed on the dates set forth below by the undersigned authorized representative of City and Service Provider to be effective as of the Effective Date.

CITY OF BANNING_____ (CITY)

By:
Name:
Title:
Date:

Address for Notice: 99 E. Ramsey Street, Banning, CA 92220

SATEC, Inc. (SERVICE PROVIDER)
By:
Name:
Title:
Date:

Address for Notice: 10 Milltown Court, Union, NJ 07083

EXHIBIT A

STATEMENT OF SERVICES, SUPPORT, AND SERVICE LEVEL AGREEMENT

This Exhibit A - Statement of Services, Support, and Service Level Agreement shall be incorporated in and governed by the terms of that certain Master Software as a Service Agreement by and between **THE CITY OF BANNING** ("City") and **SATEC, Inc.** ("Service Provider") dated February 1, 2023 ("Agreement"). In the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit A, the provisions contained in the Agreement shall prevail.

Services Description.

Service Provider will perform the following Accepted Proposal in connection with providing a data acquisition, storage, analytic, and meter data interface software as a service for the City of Banning Electric Utility Department ("Department"). The software solution, hereby known as Expertpower software, provides a metering software interface between the iTRON OpenWay API WebService and Milsoft's enterprise software suite consisting of billing software, Customer Information System (CIS), and Outage Management Software (OMS). Expertpower software as a service is provided to the Department as a supported software solution including installation, implementation, and project management services and solution.

1. Data Management Software Service as a Solution:

a. Data Acquisition Daily Reads: Expertpower will poll daily register data from City iTRON meters via OpenWay API software interface.

b. Data Acquisition Interval Data: Expertpower will poll interval register data from City iTRON meters via OpenWay API software interface.

c. Data Storage: Expertpower will provide both Daily Read and Interval Energy data storage for a period of 3 years of interval time-stamped history for energy values and demand values.

d. DRE and Billing Reports: Expertpower will provide an interface for creating energy and demand readings based on City configurable meter reading Route Schedules. The user interface shall incorporate a configurable schedule for automatically creating the monthly Route reading files, known as DRE files. An error exception report shall be included denoting problematic data.

e. Connect/Disconnect Services: Expertpower shall provide an interface to manually initiate meter Connect and Disconnect functions to cause an iTRON meter to perform the requested Connect/Disconnect command function, selectable by meter number with a confirmation button to initiate the job be sent to the OpenWay API.

f. Manual Data Acquisition: Expertpower shall provide an interface for manually requesting meter readings and meter interval readings, selectable by meter number, with a confirmation button to initiate the polling job to be sent to the OpenWay API.

g. Expertpower Configurations: Expertpower shall store City meter data including associated data of: Location, Meter Number, Serial Number, Address, Cycle number, Route number, City, Zip Code, and all associated ERT ID's categorized by energy or demand type. Energy types shall include Delivered, Received, and Unidirectional totalizers, as well as corresponding demand readings, including Watt-Hour, VAR-Hour, and VA-Hour readings. This data shall be configurable via worksheet configuration file upload utilities, as well as graphical interface configuration screens within the Expertpower software. The data should be interpolated to match all meter configurations in Itron.

h. Expertpower Consumption and Analysis: Expertpower shall include tabular and graphical history of meter energy and max demands values. Data shall be accessible via web-based interface screens as well as via configurable reporting tools.

i. Expertpower Transformer Analysis: Expertpower shall include the capability to configure Transformer objects, known as Devices, to represent both iTRON meters, as well as logical Transformers within the software. Data analysis shall be included for Transformer usage as a programmable limit with percentage overload reporting.

j. Expertpower shall store iTRON meter Events (alarms) and represent these as time-stamped alarm conditions summarized by selectable groups or individual meters. Expertpower shall have the option to view these Events by Geographical mapping tools.

k. Expertpower Website: The City shall be able to assign users to access the Expertpower software interface using a secure HTTPS web browser. User logins and passwords shall be used for restricting access to the data, with administrator control over adding/removing users. Configurable user roles limiting permissions within the software shall be assignable for each user account.

2. Support and Service:

a. Service Provider Support: Included with the Expertpower software license is Service Provider professional technical support. Unlimited remote technical support by phone is available to City during regular business hours Monday through Friday, Pacific Standard Time.

3. Additional Hardware and/or Services:

a. City may, subject to written amendment of this Agreement, procure metering hardware and/or additional Service Provider support, commissioning, and/or field-services at Service Provider's quoted rates. Service Provider guarantees that quoted rates will common rates and prices equivalent to standard industry pricing quoted to all Service Provider direct customers. Service Provider refers to this pricing as factory-direct pricing sold directly by and supported from Service Provider out of Union New Jersey. All Service Provider hardware comes standard with a factory 3-year warranty. Standard purchasing terms, lead times, and freight charges will apply.

Start Date and End Date.

Expertpower Software annual license from February 1, 2024, through January 31, 2025 = $79,115.40.

Services Fees.

SCHEDULE OF SOFTWARE LICENSE FEE'S

1.Existing Open Invoices as of Agreement initiation:

2. Explanation of Recurring Expertpower Software Annual License:

Expertpower software license is provided as annual software use license, invoiced on a per Device charge.

Example:

For the Term Per Device = $5.40 per Term, per Device

(Calculated from $0.45 per month, per device = $0.45 x 12 months = $5.40 per year per device)

Example: City of Banning Electric Utility had 14,651 Devices as of January 20, 2024

Example calculation: $5.40 x 14,651 = $79,115.40 Annual License

3. Licensed Device Quantity:

Service Provider will provide a report to City, on an annual basis, pertaining to the quantity of Devices in use as of the end of the 10th month of the Annual License Period, denoting the quantity of Devices in use.

City will have 60 days to refute the quantity.

Service Provider will Invoice the next Annual License period based on the quantity of Devices.

4. Significant License Changes during the Annual License Period:

In the event of a significant variance in quantity of Devices during the Annual License period, where the quantity of Devices increases or decreases by more than 10%, either City or Service Provider may request a modification to the Annual License amount by re-calculating using the current quantity of Devices and pro-rating the remaining license period accordingly.

5. Definition of Device in Expertpower:

A Device is defined as a single metering data device, whether logical or physical, consisting of an energy or volumetric reading of a commodity such as electricity, water, or gas. Typical devices used by the City are iTRON electrical power meters. A Device may be further defined as a single electrical meter, consisting of kWh, kVARh, kVAh, and related electrical parameters such as Volts, Amps, Watts, VARs, VA, and Frequency. A Device may also be a Virtual Meter, whereas a logical association by additive/subtractive/complex formula's representing one or more physical or other virtual meters.

An example of additional devices include if the City adds Virtual Devices to represent Transformers, or add Service Provider electrical power quality meters, or similar data driven objects to Expertpower, such as for purposes of Transformer analytics, the quantity of Devices that need to be licensed will increase. The City should take into account the probability of future iTRON meters as well as quantity of distribution transformers when budgeting for future software licenses.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Stacy Bouslog, Customer Service Manager** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-28, Approving an InfoSend Master Service Agreement to Provide Data-Processing, Printing, and Mailing Services for Utility Billing**

RECOMMENDATION:

City staff recommends that the City Council adopt Resolution 2024-28, renewing a contract with InfoSend with an initial 3-year term and two (2) consecutive (1) year term renewal options with InfoSend for data-processing, printing, and mailing services related to Utility Billing and community outreach.

BACKGROUND:

Since August of 2012, the utility billing division has utilized InfoSend to produce a variety of mailings on behalf of the City, including utility bills, reminder notices, announcements, rate change advisories, water quality program notices, awareness/education campaign notices, final bills and penalties/collections notices. InfoSend services include paper bill processing, printing, and entire mailing process, along with address validation for Presorted First Class rates, bar coding, printing, folding, envelope stuffing and postage for every item.

InfoSend pays the cost of postage for mailing all bills and notices upfront and then passes this cost to the City in their invoicing, with no mark-up to the City. The City is responsible for this postage, regardless of the vendor providing the printing and support services. The postage costs related to this contract are exempt from Procurement and Council Approval per the City's Purchasing Policy B-30, Section 3-105 (6). Postage costs have been projected over the five (5) year term with allowances for possible cost increase from the United States Post Office.

JUSTIFICATION:

On an annual basis, InfoSend produces and mails approximately 185,000 bills (Utility and Delinquent bills) and other notices on behalf of the City, as depicted in the chart below. Without the expertise of InfoSend, the City would not be able to produce, assemble and mail the current volume of utility bills and notices in-house. To perform this task in-house would require expensive machinery to print, stuff, seal, postage pre-sorting software and staff time, which is not cost effective in today's environment, while services such as InfoSend exist.

The City has been utilizing the services of InfoSend for fourteen years and has been very pleased with the excellent service they provided during this time. InfoSend is also located in Southern California, which results in City residents receiving their bills within a few days. Previously, the City had utilized the services of a different provider, located out of state, and resulted in unsatisfactory results. In order to maintain current business processes, consistency and quality of service, City staff would like to renew

the contract with InfoSend by executing an updated contract as of 2024, per the Recommendation above.

FISCAL IMPACT:

Funds for this contract during FY 2023-24 time-period have been allocated and approved within the FY 2023-24 budget. The anticipated expenses in the chart below through 11/2028, will be requested during future City budget cycles, which includes anticipated Proposition 218 noticing requirements. This five (5) year contract not to exceed $456,812.00 (postage does not require approval (reference: B-30 Policy Section 3-105(6)) for ease of understanding is included below).

Time Period	**12/2023 - 11/2024**	**12/2024 - 11/2025**	**12/2025 - 11/2026**	**12/2026 - 11/2027**	**12/2027 - 11/2028**
INFOSEND	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Utility Billing Division	$ 38,000.00	$ 39,900.00	$ 41,895.00	$ 43,989.00	$ 46,190.00
Postage	$ 86,000.00	$ 90,300.00	$ 94,815.00	$ 99,555.00	$ 104,500.00
Electric - Public Benefits	$ 10,000.00	$ 10,500.00	$ 11,025.00	$ 11,576.00	$ 12,155.00
Electric Rate Notifications	$ 3,000.00	$ 3,150.00	$ 3,307.00	$ 3,475.00	$ 3,650.00
Street Division Notifications	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 6,000.00
Water & Wastewater Notifications	$ 10,000.00	$ 10,000.00	$ 11,000.00	$ 11,000.00	$ 12,000.00
Prop 218 Water/Wastewater Requirements				$ 20,000.00	
Transit Notifications	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 6,000.00
Refuse Outreach	$ 5,000.00	$ 5,000.00	$ 5,500.00	$ 5,500.00	$ 6,000.00
Prop 218 Refuse Rate Requirements				$ 20,000.00	
TOTALS	**$ 162,000**	**$ 168,850**	**$ 178,542**	**$226,095**	**$196,495**

ALTERNATIVES:

1. Approve Resolution as recommended.
2. Approve Resolution with amendments.
3. Not approve Resolution and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-28.docx
2. City of Banning_InfoSend_MSA RW Revisions 112 723.docx
3. City of Banning InfoSend Exhibits A-C 112723.docx
4. Sole Source Memorandum 06-28-17.pdf

RESOLUTION 2024-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN INFOSEND MASTER SERVICE AGREEMENT TO PROVIDE DATA-PROCESSING, PRINTING, AND MAILING SERVICES FOR UTILITY BILLING

WHEREAS, the InfoSend ("Contractor") provides the production of variety of mailings including utility bills, reminder notices, announcements, rate changes advisories, water quality program notices, awareness/education campaign notices, final bills and penalties/collections notices (the "Services"); and

WHEREAS, in August 2012, the City entered an agreement with InfoSend to provide the City of Banning with the production of variety of mailings including utility bills, reminder notices, announcements, rate changes advisories, water quality program notices, awareness/education campaign notices, final bills and penalties/collections notices; and

WHEREAS, in December 2022, Council approved an annual renewal to the existing contract terms for continued data processing, printing and mailing services; and

WHEREAS, the City and the Contractor desire to enter into a Master Service Agreement for the provision of the Services by Contractor to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby approves, in substantive form, the InfoSend Master Service Agreement, attached as Exhibit A, to provide data-processing, printing and mailing services for utility billing with an initial 3-year term and two optional consecutive 1-year renewal terms and a not-to-exceed compensation amount of $456,812, which excludes postage expense, and authorizes the City Manager to sign the Master Service Agreement on behalf of the City Council.

SECTION 2. The City Council hereby authorizes the City Manager, or designee, to make non-substantive changes to the Master Service Agreement prior to execution, and to exercise and approve one or both of the optional renewal terms in his discretion.

SECTION 3. The City Council hereby authorizes the City Manager to make any necessary budget adjustments, appropriations and transfers related to the Master Service Agreement.

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 13th day of February 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-28, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
InfoSend Master Service Agreement

InfoSend Master Service Agreement

This Master Service Agreement ("Agreement") is entered into on _____ (the "Effective Date") by and between City of Banning, a municipal corporation, having its main office at 99 E Ramsey Street, Banning, CA 92220 ("Client") and InfoSend, Inc., a California Corporation, having its main office at 4240 E. La Palma Avenue, Anaheim, California 92807 ("InfoSend"). Client and InfoSend are collectively referred to herein as the "parties" and individually as a "party."

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1 Definitions

For the purposes of this Agreement, the following terms and words shall have the meaning ascribed to them, unless the context clearly indicates otherwise.

1.1 "Affiliate" means, with respect to a party, any entity or person that, directly or indirectly, owns or is owned by (whether in whole or in part), controls or is controlled by, or is under common control with, such party.

1.2 "Agreement" shall refer to this Agreement, as amended from time to time, which shall constitute an authorization for the term of this Agreement for InfoSend to provide the Services, described herein, to the Client.

1.3 "User(s)" shall mean a customer or employee of Client accessing InfoSend hosted applications via the Internet. Users of the System will agree to accept all the terms and conditions herein, and may be issued a unique User ID and/or password by InfoSend or Client.

1.4 "Services" shall include the performance of the Services outlined in Section 2 and detailed in Exhibits A and C of this Agreement.

1.5 "System" shall include all InfoSend hosted data and software applications.

1.6 "Client Data" shall refer to all Client-supplied computer data files that contain personally identifiable information.

2 Services Provided by InfoSend

2.1 Scope of Services

Subject to the terms and conditions of this Agreement, InfoSend, itself and/or through its Affiliate(s), shall provide to Client, and Client shall purchase from InfoSend, the services listed in Exhibit A ("Scope of Primary Services") to this Agreement at the price set forth in Exhibit B ("InfoSend Fees"). In the event Client requires other consulting, installation, development and/or customization services, InfoSend shall perform and Client shall purchase such services in accordance with the provisions of Exhibit C ("Professional Services") of this Agreement.

2.2 Professionalism

InfoSend and Client shall operate in a professional manner under this Agreement: in providing and receiving Services under this Agreement, the parties will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession under similar circumstances.

2.3 Time of Performance of Services

InfoSend and Client acknowledge and agree that each party will use reasonable diligence to perform their respective obligations under this Agreement in a timely manner.

3 License Grant and Restrictions

3.1 Grant of License

InfoSend agrees to provide to Users the right to use software and the provision of Services, but in all cases only in full and complete compliance with all of the terms and conditions of this Agreement. Subject to the terms of this Agreement, InfoSend hereby grants, and Client hereby accepts, for the Term (as defined herein) of this Agreement, a non-exclusive, non-transferable license to access and use and to permit its Users to access and use the System via the Internet (the "License").

3.2 License Restrictions

Client hereby agrees not to: (i) reproduce, download, modify, create derivative works from, distribute, or attempt to reverse engineer, decompile, disassemble, or access the source or object code for, the System; (ii) use the System, or any component thereof, in any manner contrary to applicable laws or government regulations; or (iii) otherwise affect or attempt to enable the unauthorized use (with or without User ID and/or password) of the System.

4 Privacy and Security

4.1 Regulatory Compliance

InfoSend will maintain compliance with required Payment Card Industry (PCI) Data Security Standards and Cardholder Information Security Standards, applicable rules and regulations of the Health Insurance Portability and Accountability Act (HIPAA), and applicable sections of the Gramm-Leach-Bliley Act of 1999.

5 Term & Termination

5.1 Term

The initial term of this Agreement shall commence on the effective date of this Agreement and continue for a period of three (3) years ("Initial Term") from the Effective Date. This Agreement will automatically renew for successive two (2) year periods ("Renewal Terms") unless either Client or InfoSend provides the other party with at least sixty (60) days' written notice prior to the end of the current term indicating that such party elects not to automatically renew the term of this Agreement. The party giving non-renewal notice may indicate if it prefers for the contract to be terminated at the end of the current term or to continue on a month-to-month basis, if mutually agreeable to both parties.

5.2 Termination for Cause

This Agreement may be terminated for cause as follows:

(i) Material Breach

A material breach of this Agreement by either party shall be cured within thirty (30) days after a party notifies the other of such breach. For those breaches which cannot reasonably be cured within thirty (30) days, the breaching party shall promptly commence curing such breach and thereafter proceed with reasonable due diligence to substantially cure such breach (the "Cure Period"). In the event that such material breach has not been cured within the Cure Period, the non-breaching party may terminate this Agreement in its entirety, or as it pertains to a particular Product, Deliverable, Service or Professional Service, by providing the other party with thirty (30) days' written notice as of a date specified in such notice.

(ii) Failure to Pay

After sixty (60) days of nonpayment on undisputed invoices, InfoSend may, at InfoSend's option, terminate this Agreement in its entirety or as it pertains to a particular Product, Deliverable, Service or Professional Service, by giving written notice to Client, as of a date specified in such termination notice, pursuant to Section 6.3.

(iii) Insolvency or Bankruptcy

In the event that either party becomes or is declared insolvent or bankrupt, is the subject of any proceedings related to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension or readjustment of all or substantially all of its obligations, then the other party hereto may, by giving written notice thereof to such party, terminate this Agreement as of the date specified in such notice of termination.

5.3 Upon Termination

Upon termination of this Agreement, the parties agree to cooperate with one another to ensure that all accounts receivable are accounted for. Upon termination, InfoSend shall cease all Services provided hereunder, unless otherwise directed by the Client in writing and assuming all client fees remain current. Upon termination, Client will promptly pay to InfoSend any and all charges due, without offset, including but not limited to payables that are due pursuant to this Agreement, accrued finance charges, and the Discontinuance Fee set forth below, where applicable.

5.4 Discontinuance Fee

The parties have mutually agreed upon the Fees for the Services to be provided hereunder based upon volumes Client has represented in Exhibit B, Section 2 and the Term of this Agreement. Because of the impracticable or extreme difficulty in ascertaining the actual damages to InfoSend that would result from a termination of the Agreement prior to the expiration of the then-current term, Client agrees to pay a discontinuance fee to InfoSend in the event that (i) Client terminates the Agreement without cause prior to the expiration of the then-current term; or (ii) the Agreement is terminated due to a breach by Client prior to the expiration of the then-current term.

The discontinuance fee will be equal to two (2) months of the Client's average monthly billing for the previous six (6) months of Service (excluding any postage charges and professional services fees that were invoiced in that time period). Client agrees to pay the discontinuance fee prior to the effective date of such termination and in addition to all other payables then due and owing to InfoSend. The

parties agree that the amount of the discontinuance fee is a reasonable forecast of the just compensation for the harm to InfoSend caused by an early termination of this Agreement, and not a penalty.

5.5 Force Majeure

Neither party shall be liable, or deemed to be in default, to the other for any failure or delay in performing an obligation under this Agreement to the extent that its performance is delayed, impaired or rendered impossible by an event beyond its control ("Force Majeure Event") such as natural disasters, war, terrorist acts, riots, labor strikes or shortages, civil disturbances, extra-ordinary losses of utilities (including telecommunications services), computer "hacker" attacks on internet infrastructure, regulatory restrictions, change in law or regulation or other acts of government authority, including civil and military authorities and courts, fuel or energy shortages, transportation stoppages or slowdowns, the inability to procure parts or raw materials, pandemics, supply-chain issues which causes a substantial increase in costs or decrease in availability of materials necessary for InfoSend and/or its Affiliate(s) to perform services under this Agreement, and/or acts or omissions of common carrier. These causes will not excuse Client from paying previously accrued payables due to InfoSend through any available lawful means acceptable to InfoSend.

6 Invoicing and Payments

6.1 Invoicing

InfoSend will invoice Client monthly and Client will pay InfoSend the fees described in and/or computed in accordance with Exhibit B (InfoSend Fees). Client payment of these invoices is due upon receipt in U.S. dollars and shall be paid NET 30 unless expressly agreed to by InfoSend.

6.2 Dispute of Invoice

Should Client dispute any invoices, it must do so in writing within sixty (60) days of the invoice date with specific details as to the matters in dispute or any dispute shall be deemed waived.

6.3 Late Payments

InfoSend may elect to assess finance charges on any or all undisputed invoices that become past due by more than 60 days at a rate of 1.5% per month.

The recurring nature of InfoSend's Services result in a rapid rise in financial loss to InfoSend if a Client's accounts payable process is delayed, particularly when InfoSend is invoicing Client for postage charges. Therefore, InfoSend reserves the right to suspend Services until payments are brought current if past due account balances cannot be collected from Client. InfoSend's Accounting staff will notify Client in writing before Services are suspended and give Client an opportunity to bring the account current before Services are put on hold. Should a hold be instigated, it will immediately be removed once the account is brought current.

7 Communications

7.1 Notices

Any notice hereunder must be in writing and sent by overnight courier service (such as FedEx or UPS), or USPS certified mail, all with delivery signature requested, to the other party hereto at the respective address set forth below:

To Client:
C/O (Department): __Utility Billing Department
Address: _99 E Ramsey Street, Banning, CA 92220
_____

To InfoSend:
C/O: President
Address: 4240 E. La Palma Avenue
Anaheim, CA 92807

Notice shall be deemed to have been given and received one (1) business day after being sent via overnight courier service, or three (3) business days after being mailed by USPS certified mail. Each party may update its address or email address by providing written notice to the other party of such change in accordance with this section.

8 Confidentiality & Intellectual Property

8.1 Confidentiality

Unless disclosure is otherwise required by law (including a subpoena or a California Public Records Act request) or court order, Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by

the requirements hereof. All information and data relating to Client's business, as well as all User information, submitted by Client to InfoSend and/or its Affiliate(s) under this Agreement shall be treated as confidential by InfoSend and shall not, except as required to perform the Services under this Agreement or otherwise required by law, be disclosed to any third party by InfoSend without Client's written consent. Notwithstanding anything to the contrary, the following shall not be deemed confidential: (a) information that is in the public domain through no fault of InfoSend or its Affiliate(s); (b) information that was known to InfoSend or its Affiliate(s) prior to disclosure by Client; or (c) information that is independently developed by InfoSend or its Affiliate(s) without use of or reference to Confidential Information. InfoSend shall promptly notify Client should InfoSend be served with a summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admission, or other discovery request or court order (a "Request to Disclose") from any third party regarding this Agreement, the Services performed under this Agreement, and/or seeking such information or data. Client shall be responsible to timely make appropriate objections to any Request to Disclose.

Client will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential or proprietary non-public information it obtains from InfoSend during the term of this Agreement about InfoSend's business (the "Confidential Information"), which Confidential Information shall include InfoSend's operations, financial condition, technology, systems, suppliers, clients or prospective clients, marketing data, plans, pricing, and models, or personnel, unless required by applicable law. Client will ensure that its employees and agents similarly abide by the requirements hereof. Client will promptly notify InfoSend of its receipt of a Request to Disclose and Confidential Information, and InfoSend shall be responsible to timely make appropriate objections thereto.

InfoSend, and its licensors, where applicable, owns all rights, title and interest, including all related Intellectual Property Rights, in and to InfoSend technology, the content and the Services. The InfoSend name, the InfoSend logo, and the product names associated with the Service are trademarks of InfoSend or third parties, and no right or license is granted to use them.

9 Representations & Warranties

9.1 InfoSend Representations and Warranties

InfoSend represents and warrants that it has the legal power and authority to enter into this Agreement and that Services will be provided in a professional and workmanlike manner.

InfoSend warrants that the Services will materially perform the functions that the Client has selected under normal use and circumstances and that InfoSend shall use commercially reasonable measures to protect Client Data to the extent that it retains such data in the operation of the Services. Provided that Client gives InfoSend written notice of failure to meet the foregoing warranty within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), InfoSend warrants that it will use commercially reasonable efforts to correct any Services that fail to comply with the foregoing warranty. If there is no notice by Client within sixty (60) days following delivery of any Services, or as otherwise specified in a Statement of Work ("SOW"), it shall be deemed Client has accepted the Services and waived any claims to the otherwise.

9.2 Client Representations and Warranties

Client represents and warrants that it has the legal power and authority to enter into this Agreement and provide to InfoSend all information and data necessary for InfoSend to perform the Services. Client further warrants that it will comply with all laws, regulations, and compliance requirements applicable to Client's and User's activities covered by this Agreement.

9.3 Warranty Disclaimer

Except as expressly set forth in Section 9.1 above, InfoSend disclaims all other representations or warranties, express or implied, made to Client or any other party, including without limitation, any warranties regarding quality, suitability, merchantability, fitness, for a particular purpose or otherwise of any services or any good provided incidental to the Services provided under this Agreement, to the extent permitted by applicable law.

InfoSend and its licensors and payment processors do not represent or warrant that (i) the use of the Services will be uninterrupted or error-free, or operate in combination with any other hardware, software, system or data; or (ii) the Services will not delay in processing or paying to the extent such delay is caused by things outside the control of InfoSend. Services may be subject to the limitations, delays, and other problems inherent in the use of the Internet and electronic communications. InfoSend is not

responsible for any delays, delivery failures, or other damage resulting from such problems.

In performing the Services, InfoSend is responsible for producing for print or online display the content that Client provides to InfoSend. InfoSend is not responsible for reviewing the content for spelling or typos, nor is InfoSend responsible for verifying the accuracy or legality of the content. It is Client's sole responsibility to verify that the content that InfoSend's applications will produce on Client's behalf is appropriate for distribution.

9.4 Inbound Communication Services Disclaimer

InfoSend Inbound Communication services are intended to receive communications and data from clients to facilitate the performance of InfoSend Services. While the inbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. Client acknowledges that it is aware of the potential hazards associated with using such infrastructure and will be responsible for ensuring InfoSend is in receipt of any communication or data destined for InfoSend. Client releases InfoSend from any and all liability that results from an unsuccessful communication or data transfer to InfoSend, one which does not produce a confirmation receipt from InfoSend.

9.5 Outbound Services Disclaimer

InfoSend Outbound Communication services are intended to create additional methods of communication for clients in support of existing processes. These services are not intended to replace all interaction with clients' end users or employees. While the outbound services have been created with certain available tools and practices, they are dependent on infrastructure that is inherently not fail-proof, including but not limited to infrastructure such as United States Postal Service ("USPS") delivery standards, software, computer hardware, network services, telephone and SMS services, and email. Examples of situations that could cause failure include but are not limited to: USPS failure to deliver, down phone lines, all lines busy, equipment failure, email address changes, and Internet service disruptions. For this reason, while outbound services are valuable in providing enhanced communication, they are specifically not designed to be used as the sole method to deliver critical messages. Client acknowledges that Client is aware of the potential hazards associated with relying on an automated outbound service feature when using InfoSend services. Client agrees that it is giving up in advance any right to make any claim against InfoSend, and that Client forever releases InfoSend from any and all liability caused by (a) any failed USPS delivery; (b) any failed email delivery; (c) any failed SMS or call attempts (including excess of calls over and above network or system capacity), incomplete calls, or any busy-outs; or (d) any failure to transmit, obtain or collect data from callers or for human and machine errors, faulty or erroneous input, inarticulate caller communication, caller delays or call lengths exceeding estimated call lengths or omissions, delays and losses in connection with the Services provided hereunder. Such release shall include instances where Client, Client's employees, or Client's end user suffer injury or damage due to the failure of outbound services to operate, even though InfoSend may know or suspect what or how extensive those injuries or damages might be, unless such losses were directly attributable to InfoSend's gross negligence or willful misconduct.

10 Insurance

10.1 InfoSend's Insurance Provisions

InfoSend will maintain the following minimum insurance levels during the Initial Term of this Agreement and any Renewal Terms:

- Commercial General Liability coverage in the amount of $1,000,000.00 per occurrence and $2,000,000.00 in aggregate.
- Automobile Liability Insurance coverage in the amount $1,000,000.00 per occurrence.
- Umbrella Liability Insurance in the amount of $5,000,000.00 per occurrence and in aggregate.
- Worker's Compensation Insurance with at least the minimum coverage amounts required by law.
- Errors & Omissions Insurance with a $5,000,000.00 coverage limit.

11. Indemnification & Limitation of Liability

11.1 Indemnification

InfoSend is a service provider. As such, Client acknowledges that data processing involves the risk of human and machine errors and that InfoSend shall not be liable for any errors, omissions, delays or losses.

InfoSend will not be responsible for actions, omissions or delays to Services resulting from incomplete, late or faulty data and/or instructions transmitted by Client. Client shall indemnify, defend and hold InfoSend and InfoSend's Affiliate(s) harmless from any and all claims, damages, awards, costs, fees, expenses, interest, and penalties related to or arising from Client's breach of any provision of this Agreement, any unlawful conduct of Client, and/or any event beyond the reasonable control of InfoSend or its Affiliate(s), including, without limitation, (a) failures or limitations on the availability of third-party telecommunications or other transmission facilities; (b) Client failure to maintain security or confidentiality of data or access credentials; and/or (c) violation of any applicable laws, regulations or industry standards.

11.2 Limitation of Liability

In no event shall InfoSend, or its Affiliate(s) be liable for indirect, special or consequential damages even if InfoSend has been advised of the possibility of such potential claim, loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The aggregate liability of InfoSend and its Affiliate(s) arising from or relating to this Agreement for any claim shall be limited to the fees that InfoSend received from Client in the preceding twelve (12) months prior to the accrual of the claim notwithstanding the insurance coverage requirements and proceeds from claims therein.

12 General

12.1 Independent Contractor

Client and InfoSend agree and understand that the relationship between both parties is that of an independent contractor. No joint venture, partnership, employment or agency relationship exists between Client and InfoSend as a result of this Agreement or use of the Service.

12.2 Governing Law

This Agreement shall be governed by the substantive laws of the state of California without regard to the choice or conflicts of law provisions of any jurisdiction.

12.3 Entire Contract; Amendment

This Agreement (including its Exhibits) contains the entire agreement between the Parties with respect to its subject matter and supersedes all other prior and contemporaneous contracts and understandings between the Parties, whether oral or written. Modifications or changes to this Agreement, other than as specified at Exhibit B, must be in writing and executed by the parties.

12.4 Severability

If a word, sentence or paragraph herein shall be declared illegal, unenforceable, or unconstitutional, the said word, sentence or paragraph shall be severed from this Agreement, and this Agreement shall be read as if said word, sentence or paragraph did not exist.

12.5 Assignment

This Agreement may not be assigned by either party without the prior written approval of the other party, unless it is being assigned to (i) a parent or wholly owned subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

12.6 Survival

All of the terms of this Agreement which by their nature extend beyond the expiration or termination of the Agreement, including but not limited to indemnification obligations, payment obligations, confidentiality obligations and limitations of liability, shall survive expiration or termination of the Agreement and remain in full force and effect.

12.7 Attachments

The following documents are attached hereto as Exhibits, and are incorporated by reference in their entirety:

Exhibit A: Scope of Primary Services
Exhibit B: InfoSend Fees
Exhibit C: Professional Services

12.8 Cooperative Agreement ("Piggybacking")

The parties agree that InfoSend may offer the prices, terms and conditions offered herein to other government agencies that wish to participate in a cooperative purchase program with Client. InfoSend will review these requests from other government agencies on a case-by-case basis to decide whether this Agreement can be extended to the new agency. At minimum, the following requirements must be met for the prices in this Agreement to be extended to the new agency:

- The new agency must require similar types of service for similar document types (i.e., statements, late notices);
- The monthly document volume that InfoSend will produce must be similar, or at a minimum, acceptable;

- The new agency must agree to use InfoSend's standard materials; and,
- The prices in this Agreement must still be profitable.

If the above conditions are not met then InfoSend will provide the new agency with revised pricing that it can elect to accept if it moves forward with the cooperative purchase program. Other agencies will be responsible for entering into separate Agreements with the contract and for all payments thereunder made directly to InfoSend. InfoSend reserves the right not to extend this Agreement's terms in whole or in part to other agencies for any reason.

This Agreement is the result of an open, competitive procurement process conducted in accordance with applicable law. The provisions of this Agreement may be extended to other government agencies within the same jurisdiction, at InfoSend's discretion.

Agreement is entered into by and between:

Client:

By: _____
Name: Douglas Schulze
Title: City Manager
Date: _____

InfoSend:

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A - Scope of InfoSend Primary Services

This Exhibit A is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and City of Banning ("Client"). This Exhibit A provides the Services which InfoSend, and/or its Affiliate(s), shall deliver to Client to permit Client's customers ("Users") to use the products and services to view and pay their bills. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Client will select one or more of InfoSend's Primary Services from the list below by checking the box next to the Primary Service name. Any Primary Services not selected prior to the execution of this Agreement can be added at a later date via an Agreement Amendment.

☑	Data Processing, Printing and Mailing Service ("DPPM Service"): During the term of this Agreement, InfoSend will provide data processing, printing and mailing services. The Service consists of processing data, printing documents, mail preparation, applying postage (where applicable) and sending via the United States Postal Service. Document types include but are not limited to bills, postcards and letters.
☐	eBusiness Services (the "eBusiness Services"): During the term of this Agreement InfoSend will provide eBusiness Services. These services can include presenting bills online and/or accepting and reporting payment transaction information to facilitate ACH and/or credit card payments via web, Interactive-Voice-Response (IVR), SMS, or Bank Billpay (e-Lockbox).

Section 1. Data Processing, Printing and Mailing (DPPM) Service Description

A. Data Transfer and Processing

- Client to transmit data to InfoSend in an agreed upon format. Should Client make changes to data file format after initial setup is complete, it agrees to pay for the professional services required to accommodate the new file format. See Exhibit C – Professional Services – for information on initial setup and ongoing programming changes.
- Client will monitor transfer confirmation emails to ensure InfoSend is in receipt of the data. Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- A File Transfer Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.
- Client will have access to an online Job Tracking application that shows the progress of each file as it is processed and becomes a batch of documents to be printed and mailed. Client can see both the original input file name and the InfoSend-assigned "Job Code".
- InfoSend will process the mailing addresses and perform the following functions:
    - Apply CASS-certified address validation
    - Comply with USPS requirements to obtain pre-sort automation rates for qualified client mail pieces
    - Stay current with all USPS regulations required to mail presorted first-class mail
- InfoSend will optionally provide proofs of the final print-ready PDF files to Client to be reviewed and approved before printing begins (if requested).

B. Document Printing and Mailing

- Batches are printed by InfoSend using a high-speed production process onto the agreed upon forms.
- Printed documents are put through a quality control process and then released to the mailing department to be inserted into outgoing envelope. A return envelope and any applicable inserts are included as defined by client workflow.
- After a batch of mail is completed in InfoSend's system it will be marked as such in the online Job Tracker and a Process Confirmation Report will be emailed to the Client representatives who have opted-in to this email. A copy of this report is also available to download from the InfoSend website.

Section 2. eBusiness Service Description

A. General System Description

- Mobile-Ready Customer Engagement: all products are mobile compatible out of the box, with no app store downloads required of customers. Powered by InfoSend's CCM platform, customer specific messaging and payment reminders are delivered electronically.

- Multi-Channel Payment Collection: InfoSend's payment platform will consolidate web, telephone, SMS, CSR, in-person EMV and bank payments into a single lockbox file.
- One-Time and Automatic Payments: allow customers to quickly make a one-time payment, as well as sign up to have their payment account auto debited with each billing cycle.
- Bill Notification and Presentment: notify customers via email when a new bill is available, and securely deliver exact replica of printed document to customers inbox or show online via the secure portal.
- Interactive Voice Response (IVR): accept customer payments via automated phone service with InfoSend-hosted phone number, enabling client phone systems to redirect customers with ease.
- SMS Text-to-Pay: enrolled customers may opt in to receive text notifications of new bills, and reply to have the registered payment method drafted for the amount due, speeding up the time to payment.
- Bank Payments (MasterCard RPPS): InfoSend can collect payments made via the customer bank and include them within the lockbox file.
- PCI-Compliant Cloud Based Solution: electronic billing and payment related products hosted in the cloud by InfoSend in a secure PCI-Level 1 compliant environment.

B. Data Transfer and Processing
- Client to transmit data to InfoSend in an agreed upon format, using the Data Transfer and Processing workflow described in Section 1.
- Client acknowledges that InfoSend will not be responsible or liable for any transferred data which does not result in a confirmation receipt to Client.
- If the Client is not using InfoSend's DPPM Service, USPS address workflow will not be applied.
- Data loaded into the eBusiness system is used to facilitate accurate payments via Web, IVR, SMS or Bank BillPay.

C. Customer Enrollment and Bill Notification
- Data loaded into the system will be used to facilitate customer enrollment, using two pieces of information specific to the customer bill.
- For enrolled customers, system will send a notification of the new bill available via email.
- For enrolled customers who have opted in, system will send an SMS alert.
- For customers using the IVR system, bill information will be dictated by text to voice.
- For customers paying via Bank BillPay, the account number can be validated by the system prior to accepting payment.
- The system may optionally be configured to display a PDF replica of the bill image.

D. Customer Payment and Reporting
- Customers can make payment via Web, SMS, IVR or Bank BillPay, depending on channels which Client has requested InfoSend setup.
- Payments can be configured to allow Users to pay by bank account and/or credit/debit card.
- All payments will be reported in a standard daily "lockbox" file.

Exhibit B - InfoSend Fees

This Exhibit B is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and City of Banning ("Client"). This Exhibit B provides the Fees which InfoSend shall bill to Client in exchange for Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Fees

InfoSend reserves the right to increase InfoSend Fees on a yearly basis to account for increases in the cost of materials, labor, and other overhead, by the lesser of changes to the Riverside CPI-U or five percent (5%). The Client will be notified, in writing, at least sixty (60) days prior to any annual renewal of such price increase. An amendment to the Agreement will not be required if the Fees are changed, unless other terms or conditions of the Agreement have changed. Postage fees can change at any time per USPS regulations and do not require an amendment to the Agreement.

Additionally, if Client uses DPPM Services, InfoSend reserves the right to increase paper, form, and envelope fees as needed, with thirty (30) days' written notice to Client, in the event of extraordinary increases to the cost of paper.

InfoSend pricing is predicated on Client representations of Client and Client User transactional usage. Should Client's actual continuous volume and/or recurring frequency deviate by more than thirty percent (30%) from what Client has represented to InfoSend in Section 2 below, then InfoSend reserves the right to invalidate the Fees listed in this Agreement. Should this situation arise then InfoSend will notify Client immediately and negotiate with Client in good faith to pass on any increased costs to Client, in accordance with actual Client and Client User transactional usage. Should InfoSend and Client fail to agree upon updated Fees, InfoSend reserves the right to terminate this Agreement with one hundred and eighty (180) days' notice.

Section 2. Client Representations

Client Volume Representations
Customers Contacted or Billed Monthly -Printed – 11,500 per month

Section 3. DPPM Fees:

Printing and Mailing Service	
Data Processing Printing & Mailing Fee:	
Statements (BAN Program), up to 2/1 printing	**$0.0842**
Urgent Notices (BAU Program), up to 4/1 printing	**$0.1719**
USPS Postage	**Pass-through** A postage deposit will be required prior to starting service.
Excess Pages Handwork Surcharge (per mail piece)	$0.31202
Address Updates – per "hit" (address that gets updated)	$0.35 NCOA $0.35 ACS
*Prices assume normal ink/toner coverage for business documents. Flood coating the entire page in color or other types of extremely high coverage designs may cost more or not be technically feasible. Extremely high coverage designs can cause content to bleed through to the other side of the page or to cause the page to curl too much to work properly with high-speed mail inserting equipment.	

Materials	
Standard 8.5" x 11" Paper Stock (per sheet)	**$0.021**
Standard Double Window Outgoing #10 Envelope	**$0.025**
Standard Single Window Return #9 Envelope	**$0.022**
Outgoing Flat Envelope – used for mail pieces with excess pages	$0.23

Insert Services	
InfoSend Produced	Quoted based on specification
Envelope Messaging (Snipes)	Quoted based on specification
Electronic Inserts	$0.01 per insert
Inserting Fee Fee to insert an InfoSend produced or Client provided marketing or informational insert. Client provided (drop-shipped) inserts must be professionally packaged and ready for usage. If folding is required then additional fees apply based on folding requirements. Minimum fee is $0.01 per insert for folding. If inserts are not professionally packaged and damaged in shipment or require additional labor to prepare for inserting then additional fees can apply. Per item fee assumes the insert will be included in all mail pieces. Selective inserting is available but requirements must be reviewed on a case by case basis to determine if additional fees will apply for setup and handling.	$0.01 per insert

Optional Document Services	
Enhanced Print Quality	$0.02
Print Image Archiving (Per Document Image), with included USPS mail tracking	$0.02 - For 18 Months of Retention
Print Image Archive API Monthly Support Fee	$150.00
Final Doc Transfer (FDT)	$0.01 per image InfoSend Batch File
Professional Services Rate (per hour)	$150.00

Section 3.1. Custom Forms/Envelopes

If Client has selected the Printing and Mailing Service and at any time requests that InfoSend Fees include the cost of custom Client-specific materials (either in this Agreement or since its execution), then Client understands and accepts that these materials will be purchased in bulk to achieve the lowest possible per-unit cost. Client agrees to purchase any remaining supplies of requested custom materials (normally forms or envelopes) if Client stops using InfoSend's Service for any reason. Client agrees to purchase the remaining supply of custom forms/envelopes upon Client's request to change the custom forms/envelopes before the supply has been depleted.

Section 3.2. USPS Postage Rates

Postage rates are determined by the United States Postal Service. All postage rate changes are determined directly by USPS and are independent of any InfoSend service or materials fees. In no event shall any change in the postage rates affect the InfoSend service or materials fees. The Client will be invoiced the amount of excess for overweight and foreign mail.

Section 3.3. Postage Deposit

InfoSend purchases the postage needed to mail Client documents on the day of mailing. The postage charges are later invoiced to Client based on the Client's payment terms. InfoSend requires Client to submit a postage deposit prior to the first mailing to facilitate the payment terms. This amount will remain in deposit for the duration of the Agreement. Upon Agreement expiration or termination Client must pay in full any outstanding invoices from InfoSend for payables created under this Agreement; the postage deposit will be refunded within fifteen (15) days of the date that the last open invoice is paid.

The postage deposit amount is calculated by multiplying the estimated number of mail pieces per month by the current 5-Digit pre-sorted first class postage rate.

The postage deposit is subject to ongoing review and may be adjusted at any time to account for changes to Client average mailing volume or changes to USPS postage rates with at least thirty (30) days' written notice to Client.

Section 4. eBusiness Service Fees:

Not Applicable.

Section 5. Client Go-Live and Fees

InfoSend will provide Client with a Demo instance of the System to approve configuration and simulation of Services. Upon Client approval of the Demo instance of the System and sample outputs from Services, InfoSend will create a copy of Demo System in

Production for completion of final User Acceptance Testing (UAT). Client will be given the UAT Period to complete internal testing prior to initiating Go-Live. All Setup and recurring Monthly Fees will become due upon the sooner of (a) Client Go-Live with the application or (b) 60 days from InfoSend delivery of Production System for UAT.

Section 6. Implementation Project Cost Subsidization:
Not Applicable.

Exhibit C – Professional Services

This Exhibit C is an integral part of and is subject to the terms and conditions of the Master Service Agreement (the "Agreement") between InfoSend, Inc. ("InfoSend") and City of Banning ("Client"). This Exhibit C provides InfoSend's Professional Services Fees which InfoSend shall bill to Client in exchange for Professional Services. To the extent that any term is not expressly defined herein, it shall have the meaning set forth in the Agreement.

Section 1. Price Escalations to InfoSend Professional Services Fees

InfoSend Professional Services Fees can be adjusted on a yearly basis to account for increases to the cost of providing these services, by the lesser of changes to the CPI-U or five percent (5%). Client will be notified, in writing, at least sixty (60) days prior to any annual renewal of such price increase. An amendment to the Agreement will not be required if the Professional Services Fees are changed, unless the terms or conditions of the Agreement have changed.

Section 2. Definition of Professional Services

InfoSend Professional Services are the technical services that are required to perform the initial setup of the InfoSend Primary Services defined in Exhibit A and the technical services required to make changes to these Primary Services after the initial setup is complete. Once any Primary Service is live and operational Professional Services will not be required unless Client requests a change or makes changes to its data file format or business rules which necessitates a change to InfoSend's system configuration or programming. Examples of InfoSend Professional Services:

- Project requirements gathering and analysis hours
- Project management and/or consulting hours
- Software development and system configuration hours related to the processing of Client's data
- Software development and system configuration hours related to document design, web portal setup, business rule configuration, or any other applicable technical services
- Application testing and deployment hours

Section 3. Professional Services Fee and Process for Approval and Payment of Fee

The current Professional Services Fee is $150.00 per hour. In the event that a project will incur billable Professional Services hours, Client will be informed before work begins. InfoSend and Client will execute a Statement of Work for the project that Client wants InfoSend to undertake. The payment terms for the project depend on the size and scope of the project. The Statement of Work can include payment terms that are different than the terms listed in this Agreement for InfoSend Fees, otherwise these terms will apply and the project fees will be invoiced upon project completion. Small projects that incur less than five (5) hours of Professional Services can be initiated without a Statement of Work if Client accepts and executes a Programming Quote for this work.

Any project that will take more than five (5) hours of Professional Services work will require both parties to execute a formal Statement of Work. Depending on the nature of the work required, InfoSend will provide one of the following quotation methods:

- Fixed Quote – a fixed project cost will be set. InfoSend may elect to waive this cost in some circumstances. Client understands and accepts that it must accept the terms and conditions of the Statement of Work for the project and that changes made to the project requirements, data file structure, etc., after the Statement of Work and any amendments to it have been finalized will require Client to pay for these changes on a Time and Materials basis. Client will be notified immediately if this scenario arises and will be given an option to keep the original project specifications to keep the fixed quote in place.

- Time and Materials Quote – should it not be possible to provide a fixed quote due to the nature of a Client's requested project, then InfoSend will provide an estimated number of hours to complete the project and bill the hours on a Time and Materials basis. The Statement of Work will include the terms and conditions for these project types and Client will be invoiced weekly for the hours spent on the project.

Section 4. Initial Setup Cost: InfoSend Primary Services

The Initial Setup cost for the InfoSend Primary Services selected in Exhibit A are listed in Exhibit B. These costs have been provided using a Fixed Quote process, explained in Section 3 above. Client understands and agrees to these terms, and to the project-specific terms and conditions that will be provided in the Statement of Work that will be created to capture Client's specific requirements and data types.

CITY OF BANNING

M E M O R A N D U M

DATE: June 28, 2017

TO: Rochelle Clayton – Administrative Services Director/Deputy City Manager & Jennifer McCoy – Purchasing Manager

FROM: Stacy Bouslog – Utility Financial Analyst

RE: Sole Source Inserts for Utility Statements

Below are the reasons why we the City of Banning should "Sole Source" with InfoSend on the printing of the bill inserts.

1. Folding – many vendor quotes do not include folding. If inserts come into InfoSend unfolded, there will be an additional $.01 per insert fee for folding added. An unfolded drop-shipped insert would be approx. $105.00 based upon the City's current volumn.
2. Shipping costs – most outside vendors will charge an additional line item for shipping costs.
3. Shipping time and delays of start days – we must keep in mind when designing an insert with event dates there may be a delay in our insert start date due to the time it takes to additional vendor print and ship the inserts to InfoSend. This could mean an event mentioned within an insert could have already occurred when our customers get their statements.
4. InfoSend is responsible for not only printing the bills, but what goes out with our statements. If an outside vendor makes a mistake or there is a delay in shipment, InfoSend will not be responsible for those mishaps.
5. Existing print contract between the City and InfoSend. Some of InfoSends other clients have gotten around the bid process by noting the existing print contract with InfoSend, which means InfoSend has met all the criteria the City requests during the contracting process.

It is my recommendation that we continue with InfoSend for the printing services of utility statement inserts only. If the City is doing a direct mail such as any prop 218 notices, City Newsletter , or any other additional direct mail item that project would be subject to the normal quote process.

SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 8/16/2017 Dept./Div.: Utility Billing Phone: 951-922-3185

Contact: Gina Boehm - Customer Service Supervisor

Vendor: InfoSend Inc.

Address: 4240 E. La Palma Ave, Anaheim CA 92807 Phone: 714-993-2690

Check reason for sole source/emergency purchase request:

- ☐ **Sole Source:** No other items are known to exist which perform the same function.
- ☑ **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- ☐ **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- ☐ **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- ☐ **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- ☐ **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- ☐ **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- ☐ **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- ☐ **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- ☐ **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- ☐ **Legal Monopoly:** The item or product or service of a legal monopoly.
- ☐ **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- ☐ **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

See Memo to Rochelle Clayton Administrative Service Director

Location of product or service use:

Specific Hazard or Threat (complete for emergency justification):

Minimum action to reduce threat (complete for emergency justification):

Consequences if unaddressed (complete for emergency justification):

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- ☐ The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- ☐ Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- ☐ The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- ☒ There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: _____ Date: 8/16/17

Purchasing Officer's Signature: Duane McCoy Date: 8/22/17

City Manager's Signature: _____ Date: 08/22/17

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Jim Steffens, Acting Electric Utility Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of WSPP Agreement/Confirmation between the City of Banning and the City of Burbank, CA for the Sale of Project Energy Bundled with the Associated Renewable Energy Credits (RECs)**

RECOMMENDATION:

Staff recommends that the City Council approve the proposed WSPP Agreement/Confirmation between the City of Banning and the City of Burbank, CA for the sale of project energy bundled with the associated Renewable Energy Credits (RECs), and authorize the City Manager to execute the WSPP Agreement/Confirmation on behalf of City Council.

BACKGROUND:

The State of California has implemented the Renewable Portfolio Standard (RPS) program as one of its tools to decarbonize the electric utility sector. The RPS program mandates that electric utilities meet specified targets of renewable energy to serve their customers. The RPS program sets soft targets for specific years, and hard targets for Compliance Periods, which are periods of three to four years. For example, we are currently in Compliance Period 4, which runs from 2021-2024.

The method by which utilities comply with these RPS targets is by obtaining RECs and retiring the RECs for the RPS compliance periods. Utilities can obtain RECs by generating/purchasing their own renewable energy, or they can purchase RECs in the secondary markets. There are three types, or “buckets”, of RECs for the RPS program: Portfolio Content Category 1 RECs (PCC1 RECs), Portfolio Content Category 2 RECs (PCC2 RECs), or Portfolio Content Category 3 RECs (PCC3 RECs). PCC1 RECs are the most important and most valuable because utilities must use at least 70% PCC1 RECs to meet their RPS targets. PCC1 RECs are RECs that are bundled with the associated renewable energy that produced them, and the renewable energy must be generated in California.

The secondary market for PCC1 RECs has skyrocketed over the last year. Historically, PCC1 RECs have sold for around $15 each. However, the current market for PCC1 RECs has risen to between $60 to $70 each due to high demand and market scarcity. The scarcity has been driven by COVID and the resulting supply chain issues. Many utilities had subscribed to renewable projects that they were going to use to meet their RPS targets. However, COVID postponed many of these projects from getting completed. Therefore, there are many utilities that are currently in the market for PCC1 RECs, driving up the prices. Many utilities are very short of meeting the 2024 RPS soft target and very short of meeting the hard target for Compliance Period 4, which ends on December 31, 2024.

The City of Banning Electric Utility (Utility) entered an 8 MW geothermal project that began on January 1, 2022, resulting in the Utility being 81.3% renewable in 2022. Therefore, the Utility is way ahead of the RPS targets for Compliance Period 4 and has excess PCC1 RECs. Given the elevated market for PCC1

RECs, on September 26, 2023, the City Council approved the Utility to sell 40,000 PCC1 RECs to the City of Pasadena at a price of $62 per REC.

The Utility desires to sell additional RECs, but an issue with WREGIS (the semi-governmental agency that creates and distributes all RECs in the western states) has temporarily stopped the creation of RECs for many generators. Unfortunately, our COSO geothermal resource is one of the facilities that has been affected by the WREGIS software bug. To get around this issue, the Utility has negotiated a contingent deal with the City of Burbank. The amount of RECs to be sold in the deal is contingent on the WREGIS issue getting resolved in a timely manner to complete the deal. If the WREGIS issue is resolved timely, the deal will be for 20,000 RECs. If the WREGIS issue is not resolved in a timely manner, the deal will only be for 5,000 RECs. This contingency protects the Utility from breach of the agreement in case the WREGIS issue turns out to be a prolonged issue. The price we will be receiving per REC is $65.00.

Because PCC1 RECs are bundled with the energy that produced the REC, the deal must be signed prior to the corresponding energy being produced. This fact makes it much more optimal to sign a contingent deal now, as opposed to waiting for the WREGIS issue to be resolved before doing a deal. If we waited, we would lose the ability to sell the RECs that were produced prior to the deal being signed.

The only downside to selling RECs is that when we publish our annual Power Content Label (PCL), it will show us as being less renewable. In other words, the PCL will show us as being less than our current level of 83.1% renewable. There is no regulatory mandate for being a certain level of renewable on the PCL. The PCL is more of an informative document to show our customers how renewable we are. The Utility will strive to find the correct balance between the desire for additional revenues from selling RECs and the desire to show a respectable level of renewability.

The sale will be transacted through a Confirmation to the WSPP Agreement, including Service Schedule R of the WSPP Agreement. The WSPP Agreement is a standardized contract that is used by almost all in the power industry. The purpose of the WSPP Agreement is to allow market participants to transact deals quickly, without having to negotiate a contract for every deal. A WSPP Confirmation states that the deal is governed by the WSPP Agreement, and provides the details of the deal, such as parties, product, volume, price, etc. A link to the WSPP Agreement, including Service Schedule R, is below:

https://www.wspp.org/pages/documents/08_26_22_current_effective_agreement.pdf

JUSTIFICATION:

The Utility is in an advantageous position of having excess PCC1 RECs during a time when the secondary market prices of RECs are extremely elevated. By selling our excess PCC1 RECs, the Utility can improve its cash flow position, and possibly delay the need for a rate increase.

FISCAL IMPACT:

The Utility is looking to sell 20,000 2024 vintage PCC1 RECs to the City of Burbank at $65 each, which will generate $1,300,000 in revenue.

ALTERNATIVES:

1. Approve the sale of PCC1 RECs as recommended and authorize the City Manager to execute the WSPP Confirmation.
2. Do not approve the sale of PCC1 RECs and provide alternative direction to staff.

ATTACHMENTS:

1. Banning - Burbank PCC1 Confirmation 2024 Vintage 20,000 RECs.pdf

WSPP AGREEMENT
SCHEDULE R
PORTFOLIO CONTENT CATEGORY ONE ("PCC1") CONFIRMATION
BETWEEN
CITY OF BURBANK AND CITY OF BANNING.

This confirmation ("Confirmation") confirms the transaction ("Transaction") between City of Burbank ("Purchaser" or "Buyer"), a municipal corporation, and City of Banning. ("Seller"), a municipal corporation, each individually a "Party" and together the "Parties", effective as of _____ _____, 2024 (the "Confirmation Effective Date"). This Transaction is governed by the WSPP Agreement effective September 11, 2023 (the "WSPP Agreement"), and Service Schedule R to the WSPP Agreement, both of which are incorporated by this reference as if fully set forth herein. The WSPP Agreement, the Schedule R to the WSPP Agreement and this Confirmation are referred to herein as the "Agreement." In the event of a conflict between the provisions of the WSPP Agreement, the Schedule R to the WSPP Agreement and this Confirmation, this Confirmation shall control. Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the WSPP Agreement and the Schedule R to the WSPP Agreement.

ARTICLE 1
COMMERCIAL TERMS

	Seller: City of Banning	**Purchaser:** City of Burbank
Contact Information:	Seller Address: 99 E. Ramsey Ave. Banning, CA 92220 Contact: Jim Steffens Tel: 951-922-3266 Cell: 949-689-9731 Email: jsteffens@banningca.gov	Purchaser Address: 164 W. Magnolia Ave. Burbank, CA 91502 Contact: Anthony D'Aquila Tel: 818-238-3752 Cell: 818-688-2519 Email: adaquila@burbankca.gov
Addresses For Formal Notices:	City of Banning Electric Utility 99 E. Ramsey Ave. Banning, CA 92220 Attn: Electric Utility Director	BWP General Manager 164 W. Magnolia Ave. Burbank, CA 91502
REC TRANSACTION:	**Product:** (***Check One***): □ Firm REC □ Firm Bundled REC □ Resource Contingent REC □ Resource Contingent Bundled REC □ Facility As-Run REC □ Facility As-Run Bundled REC	

☑ Other (specify): Project Energy bundled with the associated Renewable Energy Credits ("RECs") delivered on an hourly, sub-hourly or real time basis, without substituting energy from another source to the Delivery Points ("PCC 1 Product") In accordance with PUC 399.16 (b)(1) and Section 3203 (a)(1) of the Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities, as adopted by the California Energy Commission on December 22, 2020 and effective on July 12, 2021.

(20,000 MWh/REC total) 5,000 MWh/FIRM REC and an additional 15,000 MWh/REC contingent upon resolution of WREGIS issues with rounding and aggregated meters preventing proper generation of RECs related to the COSO Geothermal Projects listed below (which are facilities with aggregated meters) by December 31, 2024.

Project Energy and the associated RECs shall be generated from one or more of the Eligible Renewable Energy Resources listed below, between the Confirmation Effective Date and December 31, 2024.

Project Energy does not include Resource Adequacy Capacity Benefits.

Type of REC
☑ All Attributes (this designation is effective only if a Renewable Energy Source or Renewable Energy Facility is designated below)
□ Program Attributes (this designation is effective only if an Applicable Program is identified below) (Note: WREGIS and possibly other Tracking Systems will not recognize a Program Attributes REC, or may treat it as an All Attributes REC)

Applicable Program
California Renewables Portfolio Standard

Certification Authority
☑WREGIS
□ Center for Resource Solutions Green-e
□ Other _____.

Contract Quantity:

	PCC1 Product
	5,000 MWh/ FIRM REC and an additional 15,000, (contingent as specified below) up to a total of 20,000 MWh/REC

Note: (20,000 MWh/REC total) 5,000 MWh FIRM REC and additional 15,000 MWh/REC contingent upon resolution of WREGIS issues with rounding and aggregated meters preventing proper generation of RECs related to the COSO Geothermal Projects listed below (which are facilities with aggregated meters) by December 31, 2024.

Project:

List of Eligible Renewable Energy Resources (Projects):

Facility Name	State	Technology	CEC RPS ID	WREGIS ID	Total Facility Nameplate (MW)
Coso Energy Developers – BLM West	**CA**	**Geothermal**	**60322A**	**W748**	**30**
Coso Energy Developers – BLM East	**CA**	**Geothermal**	**60322A**	**W460**	**60**
Coso Finance Partners – Navy 1 – Unit 1	**CA**	**Geothermal**	**60309A**	**W453**	**32.2**
Coso Finance Partners – Navy 1 – Unit 2	**CA**	**Geothermal**	**60309A**	**W746**	**30**
Coso Finance Partners – Navy 1 – Unit 3	**CA**	**Geothermal**	**60309A**	**W747**	**30**
Coso Power Developers – Navy 2	**CA**	**Geothermal**	**60321A**	**W459**	**90**
L.A. Co. Sanitation District – Puente Hills Landfill Gas-to-Energy Facility	**CA**	**Biogas**	**60290A**	**W448**	**52.8**

Seller shall provide written notice to Buyer, of any additional facilities from which it may obtain Project Energy and the associated RECs, prior to Project Energy generation and prior to making any deliveries from that facility to Buyer. Seller may obtain the Project Energy from other projects if and only if doing so complies with then effective Enforcement Procedures For The Renewables Portfolio Standard For Local Publicly Owned Electric Utilities for PCC1 Product.

Contract Price:	The Contract Price for each MWh of PCC1 Product delivered to Buyer shall consist of the Energy Price and the REC Price, calculated as follows: Contract Price = Energy Price – CAISO Credit + REC Price Where: "Energy Price" is the applicable day-ahead or real-time LMP at the Delivery Point (currently POD TH_SP15_GEN-APND for COSO and/or CAISO PNODE: HILLGEN_7_B1 for Puente Hills, or their successors) for the Project per MWh; "CAISO Credit" is the Energy Price paid directly to Seller by the CAISO at the Delivery Point for the Project Energy; and "REC Price" is $65.00 per PCC1 REC for the PCC1 Product conveyed to Buyer in accordance with the terms of this Agreement. The Contract Price for each MWh of Project Energy is the sum of (a) Energy Price minus the CAISO Credit, which shall equal to zero dollars ($0.00) and (b) the REC Price.
Term:	The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the later of (i) the expiration of the Delivery Term and (ii) all obligations of the Parties under this Agreement have been satisfied.
Delivery Term:	Project Energy: Confirmation Effective Date to December 31, 2024 REC transfer to Buyer's WREGIS account: July 1, 2024 to December 31, 2024
Terms Applicable To Energy Included In REC Product:	Energy Type: Project Energy shall be Firm. Delivery Point(s): The Delivery Points shall be the nodes on the CAISO system where Eligible Renewable Energy Resources inject energy onto the CAISO system. The Delivery Point for the COSO geothermal Eligible Renewable Energy Resources may also be CAISO's POD TH_SP15_GEN-ANPD. and/or CAISO PNODE: HILLGEN_7_B1 for the Puente Hills project, or their successors. Delivery Rate: N/A Scheduling: Seller will perform all scheduling and if applicable, NERC e-tagging requirements for this Transaction. All scheduling shall be performed consistent with all applicable NERC, CAISO and WECC scheduling protocols. The Project Energy shall only be sourced from the Projects. For Projects that require a NERC e-Tag ("e-Tag"), each e-Tag shall have a Project as the source of energy, sink inside a California balancing authority area, list the Buyer, ID# CORPW, as the last PSE in the physical path, and contain the Projects' CEC RPS IDs (noted in table above) on the Buyer's Designee line of the physical path in the Miscellaneous Information field. Buyer will be copied on all e-Tags. Seller shall be the electricity importer for purposes of California Global Warming Solutions Act, California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms, also referred to as Cap and Trade Regulations.

	For Projects that require a NERC e-Tag, Buyer agrees, by May 15 following the end of each Calendar Year, covered in the Term of this Confirmation, to provide Seller with a WREGIS event log, providing a detailed breakdown of the total quantity of WREGIS Certificates transferred under this Confirmation associated with the PCC 1 Product that have been placed in a WREGIS retirement subaccount and those that remain in a WREGIS active subaccount and the name of each such account. The detailed breakdown should include REC serial numbers, vintage year and month by quantity and WREGIS Generating Unit ID, as well additional information necessary to meet the California Air Resources Board Mandatory Reporting Requirements section 95111 (g)(1)(M)(3).
Allocation of Change in Law Risk:	Change in Law Provisions (Check One) ☑ Regulatorily Continuing (Section R-5.2.2(b), requiring that Seller make commercially reasonable efforts to obtain compliance with Changes in Law in the designated Applicable Program. If checked, state any agreed maximum costs of such efforts (if no maximum is stated, then no maximum applies): $20,000 in the aggregate for this provision, Section 2.02(b) and Section 2.02(c). □ Not Regulatorily Continuing (Section R-5.2.2(c)).
Damages:	Damages shall be calculated in accordance with Schedule R Section R-9.1.2 (b) Failure to Receive or Deliver.

ARTICLE 2
SPECIAL PROVISIONS

2.01 Additional Definitions.

"CAISO" means the California Independent System Operator.

"CEC" means the California Energy Commission.

"CPUC" means the California Public Utilities Commission.

"Eligible Renewable Energy Resource" means an electrical generation facility that has been certified and continues to be certified as a renewable electrical generation facility by the CEC pursuant to the CEC Renewables Portfolio Standard Eligibility Guidebook as amended from time to time (the "CEC Guidebook").

"Energy" means three-phase, 60-cycle alternating current electric energy, expressed in megawatt hours.

"Resource Adequacy Capacity Benefits" means the rights and privileges attached to the Projects that satisfy any entity's resource adequacy capacity obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include any local, zonal or otherwise locational attributes associated with the Projects.

"RPS" means the California Renewables Portfolio Standard Program as codified at California Public Utilities Code Section 399.11 *et seq*., and any decisions by the CEC related thereto.

"Scheduling Protocols" means the tariffs, operating procedures and protocols and business practices of the entity or entities transmitting the energy associated with the Product on behalf of Seller or Purchaser to or from the Delivery Point.

"WREGIS" means the Western Renewable Energy Generation Information System or its successor organization recognized under applicable laws for the registration, transfer or ownership of RECs or Green Attributes.

"WREGIS Certificate" means "Certificate" as defined by WREGIS in the WREGIS Operating Rules.

"WREGIS Operating Rules" means the operating rules and requirements adopted by WREGIS.

2.02 Additional Representations and Warranties.

(a) During the Term, each Party represents and warrants to the other that: (i) it is an "eligible commercial entity" and an "eligible contract participant" within the meaning of United States Commodity Exchange Act §§1a(11) and 1a(12), respectively, and this Transaction has been subject to individual negotiation by the Parties, and (ii) all necessary steps have been take to allow the RECs to be transferred to Buyer in WREGIS.

(b) Eligibility: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Projects qualify and are certified by the CEC as Eligible Renewable Energy Resources ("ERRs") as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of $20,000.

(c) Transfer of Renewable Energy Credits: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in Public Utilities Code section 399.12 (h) and the Enforcement

Procedures For The Renewables Portfolio Standard for Local Publicly Owned Electric Utilities effective July 12, 2021, and as may be modified by subsequent decision of the California Energy Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law.

"Commercially reasonable efforts" shall not require Seller to incur out-of-pocket expenses in excess of $20,000.

(d) Tracking of RECs in WREGIS: Seller represents and warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under this Confirmation.

(e) Seller represents and warrants that it is not selling the electricity produced by the Project back to the Project.

2.03 Compliance with RPS.

Seller further represents and warrants that:

(a) Seller's agreements with each of the entities that own the Projects provide for the simultaneous purchase of energy and associated RECs from the Projects.

(b) Seller has reviewed the applicable regulations and statutes including but not limited to, section 399.16 (b) (1) of the California Public Utilities Code and Section 3203 (a)(1) of the Enforcement Procedures for the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities, as adopted by the California Energy Commission on December 20, 2020 and effective on July 12, 2021 and as of the Confirmation Effective Date the bundled Product provided for hereunder qualifies as eligible renewable energy having a first point of interconnection with a California balancing authority, having a first point of interconnection with distribution facilities used to serve end users within a California balancing authority area, or are scheduled from the eligible renewable energy resource into a California balancing authority area without substituting electricity from another source, and the generation facility(ies) have an agreement to dynamically transfer energy to a California balancing authority area, therefore the Product meets the requirements of portfolio content category 1 treatment under such sections.

(c) Seller shall use Western Renewable Energy Generation Information System (WREGIS) to transfer RECs to Buyer and conform to the definition and attributes required for compliance with the RPS, as set forth in Enforcement Procedures For the Renewables Portfolio Standard for Local Publicly Owned Electric Utilities effective July 12, 2021 and as may be modified by subsequent decision of the California Energy Commission or by subsequent legislation, but in no event shall RECs be transferred that do not contain the California RPS Certification Number. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under this Confirmation. Buyer warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under this Confirmation.

2.04 REC Delivery.

(a) The parties shall utilize WREGIS for transferring RECs from Seller to Buyer. Such WREGIS Certificates shall reflect RECs with the vintage and quantities specified in the Contract Quantities section above.

(b) Seller shall deliver and convey the RECs for the PCC1 Product according to WREGIS requirements. Seller shall transfer the WREGIS Certificates within fifteen (15) days after the WREGIS Certificates have been transferred to Seller's WREGIS account. Seller utilizes the Southern California

Public Power Authority's WREGIS account, so the RECs will be transferred to Buyer from the Southern California Public Power Authority's WREGIS account. Seller shall properly transfer such WREGIS Certificates, in accordance with the rules and regulations of WREGIS, equivalent to the quantity of the PCC1 Contract Quantity delivered to the Delivery Points for the applicable period, to Buyer into Buyer's WREGIS account such that all right, title and interest in and to such WREGIS Certificates shall transfer from Seller to Buyer, provided however such date shall be extended in the event of a WREGIS functionality failure. Buyer shall pay for the RECs transferred through WREGIS within 10 days of the latter of (a) Seller completing transfer into Buyers WREGIS account or (b) the receipt of invoice according to Section 2.05(b).

2.05 Settlements and Payment. Seller shall invoice Buyer as follows:

(a) Project Energy. Seller shall receive CAISO Credit directly from the CAISO for Project Energy delivered under this Confirmation. Seller shall invoice, and Buyer shall pay for Project Energy delivered to the Delivery Points at the Energy Price less the CAISO Credit, which shall equal out to zero dollars ($0.00), pursuant to Article 9 of the WSPP Agreement.

(b) RECs. Payments of amounts owed by Buyer to Seller hereunder shall be due and payable after the WREGIS Certificates for the RECs have been transferred to Buyer's WREGIS account, which shall not occur before July 1, 2024. Buyer shall pay for the invoice no later than ten (10) days following receipt of Seller's invoice subsequent to the transfer of the RECs, pursuant to Article 9 of the WSPP Agreement. Seller shall send supporting generation data for the Projects upon request by Buyer.

2.06 Documentation.

(a) Seller shall provide Buyer with all necessary documentation needed to support and verify that delivery requirements have been met according to RPS requirements under the CEC Renewables Portfolio Standard Eligibility Guidebook as amended from time to time.

(b) Upon written request of Buyer, Seller shall provide Buyer (within a reasonable period of time) such data and information as may be necessary for Buyer to complete all forms required by the CPUC or CEC in connection with compliance to verify that the Product sold hereunder meets the requirements of PCC1 Product.

2.07 Governing Law. This agreement and the rights and duties of the parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this agreement.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE:

Seller: City of Banning	**Buyer: City of Burbank**
By: _____	**By:** _____
Name: **Doug Schulze**	**Name:** _____
Title: **City Manager**	**Title:** _____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Second Reading and Adoption of 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**

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance 1599.

BACKGROUND:

At the January 9, 2024 City Council Meeting, the Council introduced Ordinance 1599 and adopted Resolution 2024-14, which amended the City's Master User Fee Schedule to establish fees and charges for annual fire inspections, operational permits, fire safety permit inspections, and plan check review services and made a determination of exemption from the California Environmental Quality Act.

The Council made inquiries as to the practical application of the newly established Annual Inspection Program and answers were provided by Deputy Fire Marshall Tillman.

Several members of the public asked questions about the inspection program, which were addressed by Fire and Community Development staff.

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. No additional costs were incurred.

Upon adoption and implementation of the amended Fire Department 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 Fire Department fee schedule.

ALTERNATIVES:

1. Conduct the second reading and adopt Ordinance 1599.
2. Take no action and provide feedback to staff.
3. Continue and request additional research from staff.
4. Suggest modifications to the individuals fees (e.g., subsidies, removal of individual line items, etc.)

ATTACHMENTS:

1. Ordinance No. 1599 (Schedule of Fees and Service Charges).docx
2. PHN - Ord. 1599 User Fees.pdf
3. Beaumont Cost of Services Study updated 01.24.23.pdf
4. Public Notice Proof of Publication.pdf

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 13th day of February 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 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 13th day of February 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative 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
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Fullerton, CA 92831
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(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.

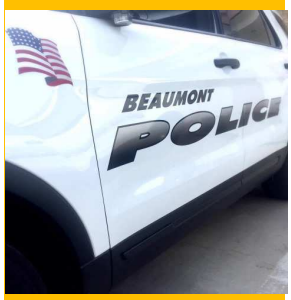
Full Business Costs Determined. The methodology followed by both the Authors of Proposition 4, and consequently by RCS, determines the full business cost of providing the reported City services. It also identifies the beneficiaries of those services and determines if they are paying in relationship to 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

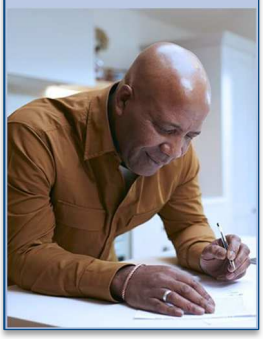
"Service Center" Defined. The "service revenue," fee or charge for a service, and the related "service cost" comprise a "service center". Each service center has a unique "Revenue and Cost Summary Worksheet" and a matching "Cost Detail Worksheet", which are found in Appendix B of this Report. These "Service 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:

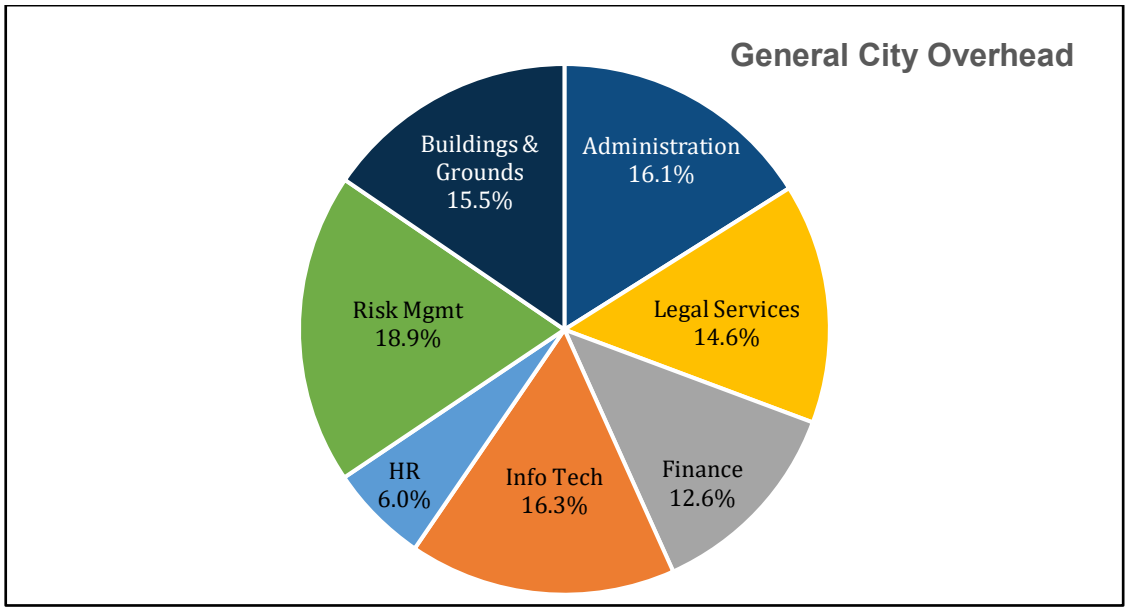
- Holidays
- Vacations
- Personal Leave
- Sick Leave
- Morning/Afternoon Breaks
- Start Up/Down Time

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."

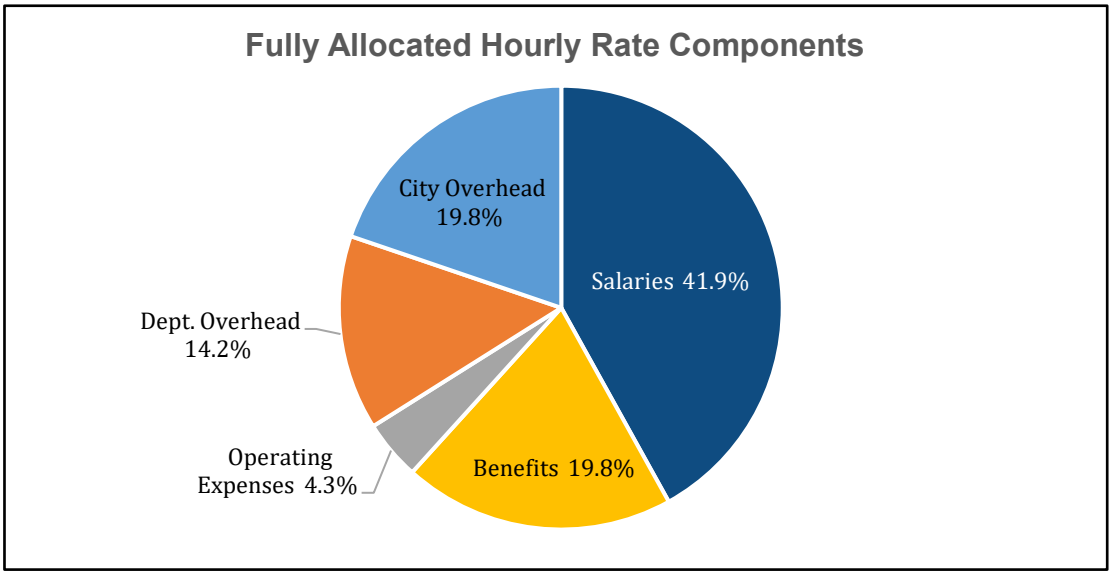
General City Overhead. These services primarily set policy and support other departments without providing a deliverable service to the public. Where they do perform an end-user service, such costs have not been allocated to other departments. Costs in this general administration category include the 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	RECOMMENDED FEE
$1,200 deposit with charges at contract cost plus 20% for administration	$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	RECOMMENDED FEE
$51.65 per application	$60 per application

REF #: S-086 **TITLE: EXIST RESID STANDARD ENCROACH PRMT**

CURRENT FEE	RECOMMENDED FEE
$217.94 per permit	$280 per permit

REF #: S-087 **TITLE: NON-STANDARD ENCROACH PLAN CHECK**

CURRENT FEE	RECOMMENDED FEE
Actual Cost	$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	RECOMMENDED FEE
$500 deposit	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	RECOMMENDED FEE
$1,000 deposit with charges at contract cost plus 20% for administration	$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.

CITY OF BEAUMONT
FEE COMPARISON REPORT
FY 2021/22

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.

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

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

September 5, 2022

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

September 5, 2022

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

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

September 5, 2022

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

September 5, 2022

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

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

September 5, 2022

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.

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

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.

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

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

September 5, 2022

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

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

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

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

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

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

September 5, 2022

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

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



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Record Gazette
218 N Murray St.

Proof of Publication

(2015.5 C.C.P.)

SUMMARY OF ORD 1599

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:

February 2, 2024

Executed on: 02/02/2024

At Banning ,CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kelley Matthews
Signature

CITY OF BANNING
SUMMARY OF 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

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 the first reading of Ordinance 1599. Ordinance 1599 proposes to amend 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 (1) add references to fees and charges for fire inspections of existing businesses and operational fire permits, (2) indicate that the City should endeavor to recover 100% of the costs reasonably born to provide those inspection and permit services, and (3) indicate that the City Manager should review the proposed fees and charges on an annual basis to confirm whether the City is recovering 100% of the costs reasonably born to provide those inspection and permit services. In addition, Ordinance 1599 finds that the proposed amendment
to Table B is not subject to, or exempt from, the requirements of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines pursuant to CEQA Guidelines Sections 15378(b)(4) and 15273(a)(1).
This summary has been prepared and published in accordance with the requirements of 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 Clerks 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:
/s/ Caroline Patton, Deputy City Clerk
City of Banning, California
Dated: January 25, 2024
Publish Date: February 2, 2024 Record Gazette

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: **February 13, 2024**

SUBJECT: **Consideration and Introduction of Ordinance 1600, Amending the High Density Residential (HDR) and Very High Density Residential (VHDR) Zoning Districts by Amending the Definitions in Sections 17.08.010.B.8 and 17.08.010.B.11, Amending Existing Permitted Uses and Adding New Permitted and Conditionally Permitted Uses for the Very High Density Residential Zone in Section 17.08.020, and Adding Residential Development Standards for the Very High Density Residential Zone in Section 17.08.030 (Chapter 17.08, Articles I & Ii); And Amending Commercial Zoning Districts (Chapter 17.12, Articles I & II) by Adding New Permitted and Conditionally Permitted Uses to Table 17.12.020 of the City of Banning Municipal Code (BMC) Allowing Special Needs Housing As Required Pursuant to Programs Contained in the 6th Cycle Housing Element and State Housing Law; And Making a Determination of Exemption From the California Environmental Quality Act**

RECOMMENDATION:

Staff recommends that the City Council waive full reading and introduce, as read by title only, Ordinance 1600, An Ordinance of the City of Banning, California, Amending the High Density Residential (HDR) and Very High Density Residential (VHDR) zoning districts by amending the definitions in Sections 17.08.010.B.8 and 17.08.010.B.11 of the Banning Municipal Code (BMC); Adding new Permitted and Conditionally permitted uses for the VHDR zone in Section 17.08.020 BMC; Adding Residential development standards for the VHDR zone in Section 17.08.030 BMC; and Amending Commercial Zoning Districts by Adding new Permitted and Conditionally Permitted Uses to Section 17.12.020 BMC allowing special needs housing as required by Programs contained in the recently adopted 6th Cycle Housing Element; and make a determination that the project is exempt from the California Environmental Act (CEQA) pursuant to Section 15061(b)(3) because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment, and direct Staff to file a Notice of Exemption for the project.

BACKGROUND:

On January 9, 2024, the Banning City Council adopt the revised 6th Cycle Housing Element Update. In approving the Housing Element, the City Council understood that a Zoning Text Amendment would be required to implement amended and new Housing Element Programs contained within the 6th Cycle Housing Element, and would be brought forward to this approval body in February 2024. The City Council was so advised during staff's presentation that the following recommended Programs in the 6th Cycle Housing Element will require amendments to Title 17, Zoning, of the Banning Municipal Code:

Program 4:
Amend Density threshold for VHDR from 19-24 to 24-30 du/ac.

Program 5:
Per CGC 65583, allow housing developments by right when a minimum of 20% of units are affordable.

Program 6:
Offer incentives for lot consolidation for affordable housing projects.

Program 8:
Allow supportive housing by right in MF and MU zones.
Permit Group Homes in all residential zones with similar approval authority as for Residential Care Facilities.
Change parking requirements for supportive housing within ½ mile of a transit stop.

Program 9:

Allow emergency shelters by right in Public Facilities zone.
Revise parking requirements for emergency shelters.
Per AB 101, allow residential care facilities by right in MU and non-residential zones allowing mixed use.
Per AB 2162, allow transitional housing and supporting housing by right in residential zones.
Allow farmworker housing in RA and RA-H zones by right.
Ensure BMC is updated pursuant to latest ADU laws.
Remove any text viewed as a constraint to the development of residential care facilities.
Remove reasonable accommodation findings related to character and sensitivity of neighborhoods.

Program 10:
Remove constraints on a variety of special needs housing types to enhance the feasibility of affordable housing projects.
Remove 2-acre minimum lot size for MFR development in MDR zones.

Program 12:
Adopt design standards for multi-family and mixed-use projects.

Program 17:
Integrate changes in State Density Bonus housing law, including requirements under AB 2345.

Program 19:
Consider rezoning nonvacant and underutilized properties for alternative housing sites.
Evaluate fee structure for shared/micro units based on size.
Encourage innovative housing types to serve special needs.

Program 26:
Amend BMC to incorporate information on SB9/10 lot splits – including development standards. Information to be made available on City's website.

Program 27:
Periodically amend BMC to incorporate/integrate additional and/or new legislation changes to State Housing Laws

JUSTIFICATION:

California 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. The 6th Cycle Housing Element Update which spans the time period from 2021 through 2029 was adopted by the City Council on November 9, 2021 and was submitted to the California Department of Housing and Community Development (HCD) for certification review on November 18, 2021. At the conclusion of a 90-Day Review Period, HCD did not certify the Housing Element and required revisions to be made per a comment letter dated February 21, 2022. A revised 6th Cycle Housing Element Update was reviewed by the Planning Commission on December 6, 2023 and is scheduled for City Council review on January 9, 2024. Upon adoption by the City Council, the 6th Cycle Housing Element will again be transmitted to HCD for Certification review. To be considered for Certification, the proposed Zoning Text Amendments contained in Draft Ordinance 1600 are integral to implementing the Housing Element Programs and must be adopted by the City Council prior to the conclusion of HCD's 60-day Certification review period. Until the 6th Cycle Housing Element is Certified by HCD, the City is not eligible to compete for federal, state, or local grant money. If deemed by HCD to have a noncompliant Housing Element, the City can lose the ability to receive Community Development Block Grants as well as other negative incentives such as fines and increases to the City's Regional Housing Needs Assessment.

FISCAL IMPACT:

The costs associated with preparing the Ordinance Amendment is minimal. Future residential or mixed-use development will be paid for through the submittal of developer fees.

If deemed by HCD to have a noncompliant Housing Element, the City can lose the ability to receive Community Development Block Grants as well as other negative incentives such as fines and increases to the City's Regional Housing Needs Assessment.

ALTERNATIVES:

1. Introduce Ordinance 1600 as recommended.
2. Introduce Ordinance 1600 with modifications.
3. Remand to the Planning Commission for further discussion.
3. Provide alternative direction to staff.

ATTACHMENTS:

1. Ordinance 1600 ZTA_23-97503.docx
2. PHN_Ord 1600_ZTA 23-97503 Final.pdf
3. NOE_ZTA_23-97503_FINAL.pdf
4. 2024 02 08_Proof of Publication.pdf

ORDINANCE 1600

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE HIGH DENSITY RESIDENTIAL (HDR) AND VERY HIGH DENSITY RESIDENTIAL (VHDR) ZONING DISTRICTS BY AMENDING THE DEFINITIONS IN SECTIONS 17.08.010.B.8 AND 17.08.010.B.11, BY ADDING NEW PERMITTED AND CONDITIONALLY PERMITTED USES FOR THE VERY HIGH DENSITY RESIDENTIAL ZONE IN SECTION 17.08.020, AND ADDING RESIDENTIAL DEVELOPMENT STANDARDS FOR THE VERY HIGH DENSITY RESIDENTIAL ZONE IN SECTION 17.08.030 (CHAPTER 17.08, ARTICLES I & II); AND AMENDING COMMERCIAL ZONING DISTRICTS (CHAPTER 17.12, ARTICLES I & II) BY ADDING NEW PERMITTED AND CONDITIONALLY PERMITTED USES TO TABLE 17.12.020 OF THE CITY OF BANNING MUNICIPAL CODE (BMC) ALLOWING SPECIAL NEEDS HOUSING AS REQUIRED PURSUANT TO STATE LAW; 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. Findings and Purpose.

A. On January 9, 2024, the City of Banning adopted a revised Housing Element update for the 6th Cycle based on comments received from the State of California Department of Housing and Community Development (HCD) and the public.

B. The City has submitted its revised Housing Element update to HCD for review and certification. HCD has 60 days to act, during which time the City must adopt certain zoning text amendments described in the Housing Element; including: (1) establishing residential density at 30 dwelling units per acre (DU/AC); (2) establishing a zone or zones that authorizes certain Multi-Family Residential (MFR)/High Density Residential) (HDR) housing projects or as a ministerial action (e.g., "by right"); (3) adopting objective residential development standards decreases the barriers to entry as related to Multi-Family Residential and High Density Residential development; and (4) establishing reasonable regulations for Multi-Family Residential and High Density Residential development, is necessary as a means of documenting and preserving these properties. Zoning Text Amendment 23-97503, which would amend Title 17 of the Banning Municipal Code as described in the title of this Ordinance, was prepared for the purpose of fulfilling this obligation.

C. On January 9, 2024, the Planning Commission held a duly noticed public hearing on Zoning Text Amendment 23-97503, during which all interested persons were allowed to comment on the matter. After considering all of the evidence and testimony presented at that hearing, the Planning Commission adopted Resolution 2024-02, recommending that the City Council adopt an ordinance approving Zoning Text Amendment 23-97503.

D. On February 13, 2024, the City Council held a duly noticed public hearing on Zoning Text Amendment 23-97503, during which all interested persons were allowed to comment on the matter.

E. Based on all of the evidence and testimony presented at that hearing, the entirety of the administrative record in this matter, and the Planning Commission's recommendation regarding the same, the City Council finds as follows:

a. All facts and findings set forth above in this Section 1 of the Ordinance are true and correct.

b. This Ordinance is consistent with the goals and policies of the City's revised Housing Element update and the City's General Plan as a whole.

c. This Ordinance is internally consistent with the Banning Municipal Code.

d. The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act ("CEQA"), and has determined that the zoning text amendments contained in this Ordinance are categorically exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment.

F. All legal prerequisites to adoption of this Ordinance have occurred.

SECTION 2. Paragraph B of Section 17.08.010 (Purpose) of Article I (General Provisions) of Chapter 17.08 (Residential Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended as follows:

(i.) Subparagraph 8 is amended to read as follows:

"High Density Residential (HDR) (11 – 23 DU/AC). Allows condominiums and townhomes, as well as apartments with the provision of common area amenities and open space. The clustering of condominiums and townhomes is appropriate with the provision of common area amenities and open space. Mobile home parks and subdivisions with the provision of common area amenities and open space may also be appropriate, with the approval of a conditional use permit. Home Occupations may be appropriate with approval of a Home Occupation permit."

(ii.) Subparagraph 11 is amended to read as follows:

"Very High-Density Residential (VHDR) (24 – 30 DU/AC). Allows condominiums and townhomes, as well as apartments with the provision of common area amenities and open space. The clustering of condominiums and townhomes is appropriate with the provision of common area amenities and open space. Home occupations may be appropriate with approval of a home occupation permit."

SECTION 3. Table 17.08.020 (Permitted, Conditional and Prohibited Uses) of Section 17.08.020 (Permitted, Conditional and Prohibited Uses) of Article I (General Provisions) of Chapter 17.08 (Residential Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended as indicated by the following additions and deletions:

"**Table 17.08.020**
Permitted, Conditional and Prohibited Residential Uses

Zone	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MHP	VHDR
Residential Uses										
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	~~X~~P	P
Affordable Housing (min. 20% lower income, nonvacant site)[7]	X	X	X	X	X	C	P	P	P	P
Cannabis Commercial Indoor Cultivation	X	X	X	X	X	X	X	X	X	X
Cannabis Manufacturing Level 1	X	X	X	X	X	X	X	X	X	X
Cannabis Distribution Facility	X	X	X	X	X	X	X	X	X	X
Cannabis Microbusiness	X	X	X	X	X	X	X	X	X	X
Cannabis Personal Cultivation[6]	P	P	P	P	P	P	P	P	P	P
Cannabis Retailer	X	X	X	X	X	X	X	X	X	X

"**Table 17.08.020**
Permitted, Conditional and Prohibited Residential Uses

Zone	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MHP	VHDR
Cannabis Testing Laboratory	X	X	X	X	X	X	X	X	X	X
Other Cannabis Uses	X	X	X	X	X	X	X	X	X	X
Commercial cargo/storage container	P	P	P	P	P	X	X	X	X	X
Community Gardens	P	P	P	P	P	P	P	P	P	P
Condominiums and Townhomes	X	X	X	X	C	C	P	P	X	P
Congregate Care Facility	X	X	X	X	X	P	P	P	X	P
Day Care Center	P	P	X	X	X	C	C	C	C	C
Day Care Home, Small[1]	P	P	P	P	P	P	P	P	P	P
Day Care Home, Large[2]	C	C	C	C	C	C	C	C	C	C
Dormitory	X	X	X	X	X	C	C	C	X	C
Farmworker Housing	P	P	P	P	X	X	X	X	X	X
Homeless Shelter	X	X	X	X	X	X	X	C	C	C
Mobile Home Parks or Subdivisions	X	X	X	X	X	X	C	C	P	X
Multi-Family **Residential** Dwelling	X	X	X	X	X	C	P	P	X	P
Planned Unit Development	X	X	X	P	P	P	P	P	X	P
Residential Care Facility/**Group Home**, Large	X	X	X	X	X	X	C	C	X	C
Residential Care Facility/**Group Home**, Small, Licensed	P	P	P	P	P	P	P	P	P	P
Residential Care Facility/**Group Home**, Small, Unlicensed	X	X	X	X	X	X	C	C	X	C
Second Dwelling Unit	P	P	P	P	P	P	P	P	X	P
Single Family Dwelling	P	P	P	P	P	P	P	C	X	X
Single Room Occupancy	X	X	X	X	X	X	X	C	X	P
Supportive/Transitional Housing	X	X	X	X	X	X	P	P	X	P
Equestrian Uses										
Stables, Private	P	P	P	P	P	X	X	X	X	X
Stables, Commercial	P	C	P	C	C	X	X	X	X	X
Tack and Feed Stores	C	C	C	X	X	X	X	X	X	X
Veterinary Offices and Hospitals	C	X	C	X	C	X	X	X	X	X
Agricultural Uses										
Grazing of Animals	P	P	P	P	P	P	X	X	X	X
Kennels and Catteries, commercial	C	C	C	C	C	C	X	X	X	X
Locally Adaptive Farming	P[5]	P[5]	C	C	X	X	X	X	X	X

"**Table 17.08.020**
Permitted, Conditional and Prohibited Residential Uses

Zone	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MHP	**VHDR**
Factory Farms with Genetic Monocultures	X	X	X	X	X	X	X	X	X	**X**
Ranching	P	P	C	C	X	X	X	X	X	**X**
Recreational Uses										
Clubhouses	C	X	C	X	C	C	C	C	C	**X**
Golf Courses and Related Facilities	C	X	C	X	C	C	C	C	C	**X**
Swimming Pool/Sports Club	X	X	X	X	C	C	C	C	C	**X**
Sports Courts and Fields	C	X	C	X	C	C	C	C	X	**X**
Accessory Uses										
Telecommunications Antennae	C	X	X	X	X	X	X	X	X	**X**
Garages (for storage of vehicles only, in excess to that required under Chapter 17.28 (Parking Regulations)	C	X	C	X	C	C	X	X	X	**X**
Other Uses										
Bed and Breakfast	C	C	C	C	C	C	C	X	X	**X**
Boarding House	X	X	X	X	X	X	X	X	X	**C**
Cemeteries	C	X	C	X	C	C	X	X	X	**X**
Churches	C	X	C	X	C	C	C	C	C	**X**
Utility Facilities	C	C	C	C	C	C	C	C	C	**X**
Private Schools	C	C	C	C	C	C	C	C	C	**X**
Neighborhood Oriented Retail Stores[3]	X	X	X	X	X	X	C	X	X	**X**
Temporary Uses[4]	T	T	T	T	T	T	T	T	T	**T**

~~Housing developments in the VHDR district are permitted at a minimum density of twenty dwelling units per acre by-right when at least fifty percent of the units are reserved for lower income households.~~

[1] Small family day care homes are permitted by right in single-family residences located in any residential zone. Small family day care homes are not permitted in multiple-family residences.
[2] Large family day care homes are conditionally permitted in single-family residences located in any residential zone. Large family day care homes are not permitted in multiple-family residences.
[3] Neighborhood-oriented retail stores, as defined in the General Plan, consist of "corner store" type development such as convenience stores, grocery or green grocer, video rental, drug stores, sit down restaurants, coffee shops or coffee bars or similar uses, less than five thousand square feet in total square footage.
[4] Temporary uses require temporary use permit. See Chapter 17.108 for provisions.
[5] Agricultural employee housing allowed with up to twelve units or thirty-six persons, and/or up to six workers as a single-family use.

[6] Cannabis Personal Cultivation must comply with the provisions of Chapter 5.34.
[7] Housing developments in the VHDR district are permitted at a minimum density of twenty-four dwelling units to 30 dwelling units per acre, without a Public Hearing required. Applies only to affordable housing projects pursuant to Government Code Section 65583."

SECTION 4. Table 17.08.030 (Residential Development Standards) of Section 17.08.030 (General Standards) of Article II (Land Use District Development Standards) of Chapter 17.08 (Residential Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the Banning Municipal Code is hereby amended as indicated by the following additions and deletions:

"**Table 17.08.030**
Residential Development Standards[1]

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR	MHP	VHDR
Max. Density (Units/Ac.)	1/10 Ac.	1/10 Ac.[2]	0-1	0-1[2]	0-2	0-5	0-10	11-~~18~~ **23**	9-18	**24-30**
Min. Lot Size (Ac. or s.f.) Single Family Lot[3,4,10]	10 Ac.	10 Ac.	40,000 s.f.	40,000 s.f.	20,000 s.f.	7,000 s.f. or suffix.	7,000	7,000	N/A	**15,000**
Min. Lot Size (Ac.) Multi-Family **Residential** Units	N/A	N/A	N/A	N/A	N/A	~~2 Ac.~~ **7,000**	7,000	7,000	N/A	**N/A**
Min. Lot Width (Feet)	600	600	150	150	100	70	50	150	150	**150**
Min. Lot Depth (Feet)	600	600	150	150	100	90	75	100	100	**100**
Min. Front Setback (Feet)	50	50	50	50	35	20	15	15	10	**10**
Min. Rear Setback (Feet)	50	50	35	35	35	15	10	10	10	**10**
Min. Side Yard Setback (Feet)	25	25	25	25	15	10	5	5	5	**5**
Min. Street Side (Feet)	30	30	30	30	20	15	10	10	5	**10**
Max. Bldg. Coverage (%)[9]	10	10	15	15	25	40[8]	40	40	50	**70**
Min. Private Outdoor Space (s.f.)	N/A	N/A	N/A	N/A	N/A	N/A	200	200	200	**200**
Min. Common Outdoor Space (s.f.)[6]	N/A	N/A	N/A	N/A	N/A	N/A	200	200	200	**200**

"**Table 17.08.030**
Residential Development Standards[1]

	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR	MHP	VHDR
Maximum Height (stories/feet)	2/35	2/35	2/35	2/35	2/35	2/35	3/45[7]	4/60	1/25	**5/70**
Maximum Fence/Wall Height (ft)	6	6	6	6	6	6	6	6	6	**6**
Floor Area Ratio (FAR)[8]										
One-story home	.10	.10	.15	.15	.25	.35	.40	.40	.50	**.50**
Multi-story home	.20	.20	.30	.30	.40	.60	.70	.70	N/A	**.70**

[1] These standards can be superseded by standards in a Specific Plan, or by the standards provided for Planned Unit Development, under Section 17.08.170.
[2] The provisions for hillside development and density transfers shall apply.
[3] A single family home can be built on an existing legal lot in the R/A, R/A-H, RR, RR/H, VLDR, LDR or MDR zones, providing all single family residential development standards for that zone are met.
[4] Minimum lot size net of public right-of-way dedication.
[5] In the LDR Zone, if no suffix is shown on the map. If a suffix is shown on the map, that suffix indicates the minimum lot size.
[6] A minimum of 30% of the net site area must be provided in common outdoor space. See Multi-Family Residential development standards, Section 17.08.140.
[7] Maximum height only permitted if Fire Department provides written verification that they can serve.
[8] Up to 240 square feet of third car garage space is exempted from lot coverage and FAR for lots over 9,500 square feet.
[9] Golf cart garages are exempted from the building coverage requirements in areas that are adjacent to a golf cart path.
[10] **All residentially zoned lots are eligible to apply for ministerial subdivisions under the provisions of Senate Bill 9, the California Housing Opportunity and More Efficiency (HOME) Act pursuant Governemnt Code Section 66411.7**."

SECTION 5. Table 17.12.020 (Permitted, Conditional and Prohibited Commercial and Industrial Uses) of Section 17.12.020 (Permitted, Conditional and Prohibited Uses) of Article I (General Provisions) of Chapter 17.12 (Commercial and Industrial Districts) of Division II (Land Use Districts) of Title 17 (Zoning), of the Banning Municipal Code is hereby amended as indicated by the following additions and deletions:

"**Table 17.12.020**
Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Resource and Open Space Uses								
Plant nurseries, with on-site sales	X	P	X	X	X	X	C	C
Plant nurseries, without on-site sales	X	C	X	X	X	X	X	C
Surface mining[1]	X	X	X	X	C	X	X	C

"**Table 17.12.020**
Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Commercial cargo/storage containers	C	C	C	C	P	P	P	P
Community Gardens	P	P	P	P	P	P	P	P
Recreation, Education and Public Assembly								
Adult entertainment	X	X	X	X	C	X	X	X
Adult day care facilities	X	C	C	C	X	X	C	X
Automobile race track	X	X	X	X	C	C	X	X
Billiard parlors/pool halls	C	C	C	X	X	C	C	X
Churches	C	C	C	C	C	X	C	C
Community centers	P	P	C	C	X	X	X	X
Convention facilities	P	P	P	X	X	P	X	X
Day care centers	C	C	C	C	X	X	C	X
Health/fitness facilities	C	P	P	P	X	X	C	X
Indoor recreation centers	C	P	P	X	X	C	X	X
Libraries	P	P	P	P	X	P	X	X
Membership organization facilities	X	X	X	C	C	P	C	X
Museums	P	P	P	P	X	P	X	X
Outdoor commercial recreation	P	P	P	C	X	C	C	X
Public parks and playgrounds	P	P	P	P	X	P	P	X
Recreational vehicle (RV) parks	X	X	C	X	X	X	X	X
Recreational vehicle (RV) storage	X	X	X	X	C	X	C	X
Schools	X	X	X	C	X	P	X	X
Sport facilities and outdoor public assembly	C	C	C	C	X	C	C	X
Studios for dance, art, music, photography, etc.	P	P	P	P	C	X	C	X
Theatres and meeting halls	C	C	C	C	C	X	C	C
Retail Uses								
Accessory retail uses	P	P	P	P	P	P	P	X
Alcoholic beverage sales, on- or off-site	C	C	C	C	X	X	X	X
Antique stores	P	P	P	X	X	X	P	X
Art galleries	P	P	C	C	X	P	P	X
Auto, mobile home, and motor vehicle sales, with or without part sales, new and/or used[3]	X	P	P	X	P	P	C	X
Auto, mobile home, and motor vehicle part sales[3]	C	P	P	X	P	P	C	X
Bakeries, retail	P	P	P	P	X	X	P	X
Bars and drinking establishments	C	C	C	X	X	C	X	X
Building material stores	X	P	P	X	X	X	P	X
Certified farmers' markets	P	P	P	X	X	X	X	X
Convenience stores	C	P	P	C	X	C	X	X

"**Table 17.12.020**
Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Convenience stores, no liquor sales	P	P	P	X	X	X	P	X
Department stores	P	P	P	X	X	X	P	X
Drive-in/drive-through sales	X	P	P	C	X	X	C	X
Drug stores	P	P	P	C	X	X	C	X
Electronic Message Center	C							
Factory outlet centers	X	P	P	X	X	X	C	X
Farm and ranch supply stores	X	P	P	X	X	X	X	X
Furniture, furnishings, home equipment stores	P	P	P	X	X	X	P	X
Gift shops	P	P	P	P	X	P	P	X
Grocery stores, retail butchers and green grocers	P	P	P	X	X	X	C	X
Hardware/lumber stores	C	P	P	X	P	X	P	X
Liquor stores (off-site consumption)	X	C	C	C	X	X	X	X
Outdoor retail merchandise display and activities	P	C	C	C	X	X	C	X
Outdoor retail sales, temporary	T	T	T	T	X	T	T	X
Pawn shops	X	C	C	X	X	X	C	X
Pet stores and grooming	P	P	P	X	X	X	P	X
Restaurants, no beer, wine or liquor sales	P	P	P	P	C	C	P	C
Restaurants, serving beer, wine or liquor	P	P	P	P	C	C	P	C
Restaurants, drive-in, take-out, fast food	C	P	P	C	X	X	C	X
Retail stores, general merchandise	P	P	P	X	X	X	P	X
Second hand/thrift stores	X	C	C	X	X	X	X	X
Shopping centers, 15,000 square feet or more	C	P	P	X	X	X	C	X
Video rental stores	P	P	P	X	X	X	P	X
Warehouse or club stores (i.e., "Big box stores")	X	P	P	P	X	X	P	X
Services								
Automatic teller machine (ATM), not at a bank	P	P	P	P	X	P	P	X
Banks and financial establishments/services	P	P	P	P	X	X	P	X
Barber shops and beauty shops	P	P	P	X	X	X	P	X
Bed and breakfast establishments	P	C	C	X	X	X	X	X
Boarding house	X	X	C	X	X	X	X	X

"**Table 17.12.020**
Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Business support/secretarial services	P	P	P	P	X	P	P	X
Car wash	X	P	P	X	X	X	C	X
Columbarium's and mortuaries	X	C	C	X	X	X	C	X
Construction storage (indoor and/or outdoor)	X	X	X	X	P	X	C	C
Drive-in and drive-through services	X	P	P	C	X	X	C	X
Dry cleaning, retail	C	P	P	C	X	X	P	X
Equipment rental yards	X	X	C	X	P	C	C	X
Fortune-Telling	X	C	C	C	C	C	C	X
Government offices	P	C	C	P	X	P	P	X
Hookah and Smoking Lounges	X	C	C	C	C	C	C	X
Hotels and motels	P	P	P	X	X	X	C	X
Laundry, coin operated	C	P	P	X	X	X	X	X
Massage Establishment	P	P	P	P	X	P	P	X
Medical services, clinics and labs	C	C	C	P	X	X	C	X
Mobile Vending	T	T	T	T	T	T	T	T
Professional offices	P	P	P	P	X	P	P	X
Public parking	P	P	P	P	P	P	P	X
Public utility and safety facilities	P	P	P	P	P	P	P	P
Real estate offices	P	P	P	P	X	X	P	X
Repair and maintenance of consumer products	X	P	P	C	X	X	P	X
Repair and maintenance of motor vehicles, including auto body	X	C	P	X	P	P	P	X
Research and development facilities	X	X	X	C	C	C	P	X
Storage, accessory, including self-storage	X	X	X	X	C	X	C	X
Tattoo and Body Piercing Studios	C	C	C	C	C	C	X	X
Vehicle fueling/service stations	X	P	P	P	X	P	P	X
Veterinary clinics, animal hospitals, grooming	C	P	P	P	X	X	P	X
Manufacturing and Processing Uses								
Assembly from prefabricated parts or products	X	C[3]	X	X	P	P	P	X
Auto wrecking/parts salvaging	X	X	X	X	C	X	X	X
Bakeries, wholesale	X	X	X	X	P	X	P	X
Breweries and distilleries	C	C	C	X	C	X	C	X
Breweries and distilleries, ancillary to a bar or restaurant	C	C	C	X	X	P	C	X

"**Table 17.12.020**
Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Cabinet shops, carpentry, furniture manufacturing and assembly	X	X	X	X	P	X	P	X
Ceramics manufacturing and assembly	X	X	X	X	P	X	P	X
Cleaning and dyeing plants	X	X	X	X	P	X	X	X
Contractor's storage yards	X	X	X	X	P	C	C	P
Creameries and dairies	X	X	X	X	C	X	X	X
Distribution	X	X	X	X	P	P	P	X
Food products manufacturing	X	X	X	X	P	X	C	X
Furniture and fixtures	X	X	X	X	P	X	P	X
Garment and shoe manufacturing	X	X	X	X	P	X	P	X
Ice and cold storage	X	X	X	X	P	P	P	X
Laundries and dry cleaning plants	C	C	C	C	P	X	C	X
Lumber yards	X	X	X	X	P	X	C	X
Machining, welding and blacksmithing	X	X	X	X	P	P	C	C
Manufacturing facilities, light	X	X	X	X	P	C	P	X
Manufacturing facilities, heavy	X	X	X	X	P	C	X	X
Metal plating shops	X	X	X	X	C	X	X	X
Mixed-use office/industrial	X	X	X	X	P	C	P	C
Mixed-use industrial/commercial	X	X	X	X	P	X	C	X
Packing plant	X	X	X	X	P	X	P	X
Printing/publishing	C	C	C	C	P	X	P	X
Recycling facilities	X	X	X	X	P	X	C	X
Recycling—Reverse vending machines	P	P	P	X	P	X	P	X
Sheet metal shops	X	X	X	X	P	P	C	C
Stone and granite storage and sales	X	X	X	X	P	X	C	P
Storage yard	X	X	X	X	P	C	C	P
Tire recapping, retreading and storage	X	X	X	X	C	C	C	X
Truck (commercial) repair, towing, storage and service	X	X	X	X	P	P	C	C
Trucking yard or terminal	X	X	X	X	C	C	C	X
Warehousing	X	X	X	X	P	P	P	C
Wholesaling	X	X	X	X	P	C	P	X
Residential Uses								
Caretaker/watchperson's dwelling	C	X	X	X	C	C	C	C
Guest house	X	X	X	X	X	X	X	X
Home occupations	P	X	X	X	X	X	X	X

"**Table 17.12.020**
Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Mixed-use, residential/commercial[6]	P	P	C	C	X	C	C	X
Residential accessory uses and structures	C	X	X	X	X	X	X	X
Residential care facility, large	X	X	C	X	X	X	X	X
Residential care facility, small, licensed	~~X~~ **P**	~~X~~ **P**	C	~~X~~ **C**	X	X	X	X
Residential care facility, small, unlicensed	X	X	C	X	X	X	X	X
Congregate care housing	C	X	X	C	X	X	C	X
Single room occupancy facility	C	X	C	X	X	X	X	X
Single-family dwellings, existing	P	X	X	X	X	X	X	X
Single-family dwellings, new	X	X	X	X	X	X	X	X
Accessory Dwelling Unit	X	X	X	X	X	X	X	X
Other Uses								
Commercial or telecommunications antennae	X	C	C	C	C	C	C	C
Public utility facilities	X	P	P	P	P	P	P	P
Emergency shelters	X	X	X	X	X	P	X	X
Cannabis Commercial Indoor Cultivation[9]	X	X	X	X	C	X	C	X
Cannabis Personal Cultivation[7]	X	X	X	X	X	X	X	X
Cannabis Manufacturing Level 19	X	X	X	X	C	X	X	X
Cannabis Retailer	X	X	C8	X	X	X	X	X
Cannabis Testing Laboratory[9]	X	X	X	X	C	X	X	X
Cannabis Distribution Facility[10]	X	X	X	X	C	X	X	X
Cannabis Microbusiness[11]	X	X	X	X	C	X	C	X
Other Cannabis Uses	X	X	X	X	X	X	X	X

[1] Surface mining permit required. See Chapter 17.100.
[2] Reserved.
[3] Refer to Section 17.12.050(B) for conditional use permit requirements.
[4] A government office shall include administrative functions as well as those activities that will involve on-site customer patronage. A government office that is only administrative in nature, involving no customer patronage, can be considered a professional office.
[5] When undertaken in conjunction with on-site retail as a primary use.
[6] Existing mixed residential/commercial uses that are legal and nonconforming with respect to Conditional Use Permits may be reoccupied.
[7] Cannabis Personal Cultivation is prohibited except in a house, an apartment unit, a mobile home, or other similar dwelling that is a legal non-conforming use and that otherwise complies with Chapter 5.34 of this Code.
[8] Cannabis Retailers shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.54.
[9] Cannabis Commercial Indoor Cultivation, Cannabis Manufacturing Level 1, and Cannabis Testing Laboratory uses shall require approval of a Cannabis Conditional Use Permit by the

City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

[10] A Cannabis Distribution Facility shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

[11] A Cannabis Microbusiness shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53."

SECTION 6. If any section, subsection, paragraph, clause or phrase in this Ordinance, or any part thereof, is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining section or portions of this Ordinance or any part thereof. The Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, irrespective of any one or more sections, subsections, subdivisions, paragraphs, sentence, clauses or phrases may be declared invalid or unconstitutional.

SECTION 7. 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 8. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 13th day of February 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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 1600 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 13th day of February 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, Deputy City Clerk
City of Banning, California

City of Banning

Community Development Department

NOTICE OF PUBLIC HEARING AND
SUMMARY OF ORDINANCE 1600

NOTICE IS HEREBY GIVEN in accordance with Government Code Sections 65854, 65090, and 65091 of a public hearing before the City Council of the City of Banning, to be held on Tuesday, February 13, 2024, at 5:00 p.m., or soon thereafter, in the Banning Council Chambers, 99 E. Ramsey Street, Banning, California, to consider adoption of proposed Ordinance 1600:

> AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE HIGH DENSITY RESIDENTIAL (HDR) AND VERY HIGH DENSITY RESIDENTIAL (VHDR) ZONING DISTRICTS BY AMENDING THE DEFINITIONS IN SECTIONS 17.08.010.B.8 AND 17.08.010.B.11, BY ADDING NEW PERMITTED AND CONDITIONALLY PERMITTED USES FOR THE VERY HIGH DENSITY RESIDENTIAL ZONE IN SECTION 17.08.020, AND ADDING RESIDENTIAL DEVELOPMENT STANDARDS FOR THE VERY HIGH DENSITY RESIDENTIAL ZONE IN SECTION 17.08.030 (CHAPTER 17.08, ARTICLES I & II); AND AMENDING COMMERCIAL ZONING DISTRICTS (CHAPTER 17.12, ARTICLES I & II) BY ADDING NEW PERMITTED AND CONDITIONALLY PERMITTED USES TO TABLE 17.12.020 OF THE CITY OF BANNING MUNICIPAL CODE (BMC) ALLOWING SPECIAL NEEDS HOUSING AS REQUIRED PURSUANT TO STATE LAW; AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT.

Summary of Ordinance 1600

This is a summary of the above-entitled Ordinance 1600 of the City of Banning. This summary has been prepared and published in accordance with the requirements of Government Code Section 36933.

On February 13, 2024, City staff will recommend that the City Council of the City of Banning introduce and conduct the first reading of Ordinance 1600. On January 9, 2024, the City Council approved the City of Banning 6th Cycle Housing Element update by adoption of Resolution 2024-12. The Housing Plan within the adopted 6th Cycle Housing Element update identifies the City's housing goals, policies, and implementation programs. Ordinance 1600 proposes certain Zoning Text Amendments required under the implementation programs within the 6th Cycle Housing Element update, in compliance with recent changes in California housing laws, and in response to comments received by the State of California Department of Housing and Community Development ("HCD"). Specifically, Ordinance 1600 amends: (1) Banning Municipal Code ("BMC") Section 17.08.010.B.8. to increase the density threshold for the High Density Residential ("HDR") zoning district from 11-18 du/acre to 11-24 du/acre consistent with Program 6 within the Housing Element; (2) BMS Section 17/.08.010.B.11 to increase the density threshold for the Very High-Density Residential ("VHDR") zoning district from 19-24 du/acre to 24-30 du/acre consistent with Program 4 within the Housing Element; (3) Table 17.08.020 of BMC Section 17.08.020 to reduce constraints for special needs housing and identify uses allowed within the VHDR zoning district consistent with Program 5 within the Housing Element/Government Code Section 65583 of the State housing laws; (4) Table 17.08.030 of BMC Section 17.08.030 to add residential development standards for the VHDR zoning district, modify the minimum lot size for multi-family residential units on premises within the Low Density Residential ("LDR") zoning district, and modify the maximum density for premises within the HDR zoning district, all consistent with Program 4 within the Housing Element/Government Code Section 65583 of the State housing laws; and (5) Table 17.12.020 of BMC Section 17.12.020 to add "Residential care facility, small, licensed" as a permitted use on premises within

the Downtown Commercial ("DC") and General Commercial ("GC") zoning districts and as a use subject to a Conditional Use Permit in the Professional Office ("PO") zoning district to further reduce constraints for special needs housing consistent with Programs 8 and 9 within the Housing Element/Government Code Section 65583 of the State housing laws.

City staff has evaluated the potential environmental impacts of the adoption of the proposed Zoning Text Amendments pursuant to the California Environmental Quality Act ("CEQA"). City staff has determined that the proposed Zoning Text Amendments contained in proposed Ordinance 1600 are categorically exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment.

On January 10, 2024, the Planning Commission of the City of Banning held a public hearing on the proposed Zoning Text Amendments, at which time all persons interested in the proposed Zoning Text Amendments had an opportunity to and did address the Planning Commission on this matter. Following the receipt of public testimony, the Planning Commission voted 5-0-0 to recommend approval of the proposed Zoning Text Amendments to the City Council by adopting Planning Commission Resolution 2024-02.

To observe the live meeting through your personal computer you may use your computer or smart phone to enter the following or click on the link: https://banninglive.viebit.com or on the Banning Government Channel on Cable Television.

Information regarding the CEQA determination, the proposed Zoning Text Amendments, and Ordinance 1600 can be obtained by contacting the City's Community Development Department, Planning Division by telephone at (951) 922-3125 or by email at CommunityDev@banningca.gov, 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 by mail to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220, or to Sandra Calderon by email at scalderon@banningca.gov.

If you challenge any decision regarding this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City as specified above, at, or prior to, the hearing (Cal. Gov. Code, § 65009).

Submitted by:

_____
Caroline Patton, Deputy City Clerk
City of Banning, California

Dated: **January 30, 2024**
Publish Date: **February 2, 2024** and **February 9, 2024**

Notice of Exemption

Appendix E

To: ☐ Office of Planning and Research
1400 Tenth Street, Room 121
Sacramento, CA 95814

☒ County Clerk
County of Riverside
P.O. Box 751
Riverside, CA 92502-0751

From: *City of Banning*
Community Development Dept.
P.O. Box 998
Banning, CA 92220

Project Title:

Zoning Text Amendment (ZTA) 23-97503, amending Chapters 17.08 and 17.12 of the BMC.

Project Location – Specific:

Citywide – City of Banning, CA 92220

Project Location – City: *City of Banning* **Project Location – County:** *Riverside*

Description, Nature, Purpose, and Beneficiaries of Project:

A zoning text amendment to amend Title 17 of the Banning Municipal Code (BMC) to implement Programs identified in the 6th RHNA (2021 – 2029) Cycle Housing Element Update.

Name of Public Agency Approving Project: *City of Banning Planning Commission*

Name of Person or Agency Carrying Out Project: City of Banning Community Development Department

Exempt Status: *(check one)*

- ☐ Ministerial (Sec. 21080(b)(1);15268):
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a):
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c):
- ☐ Categorical Exemption. State type and section number:
- ☒ Statutory Exemptions. State code number: 15061(b)(3)

Reasons why project is exempt:

Project is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) (Review For Exemptions) of the CEQA Guidelines, no further analysis is required because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment. Future projects subject to proposed amendments to Title 17 (Zoning) will require a discretionary permit and CEQA review, and will be analyzed at the appropriate time in accordance with CEQA.

Lead Agency

Contact Person: Adam Rush **Area Code/Telephone/Extension:** (951) 922-3125

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: Adam B. Rush, M.A., AICP Date: 01/4/2024 Title: *Community Development Director*

☒ Signed by Lead Agency
☐ Signed by Applicant

Date received by OPR:

Record Gazette
218 N Murray St.

Proof of Publication

(2015.5 C.C.P.)

SUMMARY OF ORD 1600

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:

February 2, 9, 2024

Executed on: 02/09/2024

At Banning , CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kelley Matthews

Signature

NOTICE OF PUBLIC HEARING AND SUMMARY OF ORDINANCE 1600

NOTICE IS HEREBY GIVEN in accordance with Government Code Sections 65854, 65090, and 65091 of a public hearing before the City Council of the City of Banning, to be held on Tuesday, February 13, 2024, at 5:00 p.m., or soon thereafter, in the Banning Council Chambers, 99 E. California, to consider adoption of proposed Ordinance 1600:

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE HIGH DENSITY RESIDENTIAL (HDR) AND VERY HIGH DENSITY RESIDENTIAL (VHDR) ZONING DISTRICTS BY AMENDING THE DEFINITIONS IN SECTIONS 17.08.010.B.8 AND 17.08.010.B.11, BY ADDING NEW PERMITTED AND CONDITIONALLY PERMITTED USES FOR THE VERY HIGH DENSITY RESIDENTIAL ZONE IN SECTION 17.08.020, AND ADDING RESIDENTIAL DEVELOPMENT STANDARDS FOR THE VERY HIGH DENSITY RESIDENTIAL ZONE IN SECTION 17.08.030 (CHAPTER 17.08, ARTICLES I II); AND AMENDING COMMERCIAL ZONING DISTRICTS (CHAPTER 17.12, ARTICLES I ,II) BY ADDING NEW PERMITTED AND CONDITIONALLY PERMITTED USES TO TABLE 17.12.020 OF THE CITY OF BANNING MUNICIPAL CODE (BMC) ALLOWING SPECIAL NEEDS HOUSING AS REQUIRED PURSUANT TO STATE LAW; AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

Summary of Ordinance 1600:

This is a summary of the above-entitled Ordinance 1600 of the City of Banning. This summary has been prepared and published in accordance with the requirements of Government Code Section 36933. On February 13, 2024, City staff will recommend that the City Council of the City of Banning introduce and conduct the first reading of Ordinance 1600. On January 9, 2024, the City Council approved the City of Banning 6th Cycle Housing Element update by adoption of Resolution 2024-12. The Housing Plan within the adopted 6th Cycle Housing Element update identifies the Citys housing goals, policies, and implementation programs. Ordinance 1600 proposes certain Zoning Text Amendments required under the implementation programs within the 6th Cycle Housing Element update, in compliance with recent changes in California housing laws, and in response to comments received by the State of California Department of Housing and Community Development (HCD). Specifically, Ordinance 1600 amends: (1) Banning Municipal Code (BMC) Section 17.08.010.B.8. to increase the density threshold for the High Density Residential (HDR) zoning district from 11-18 du/acre to 11-24 du/acre consistent with Program 6 within the Housing Plan; (2) BMC Section 17.08.010.B.11 to increase the density threshold for the Very High-Density Residential (VHDR) zoning district from 18-24 du/acre to 24-30 du/acre consistent with Program 4 within the Housing Plan; (3) Table 17.08.020 of BMC Section 17.08.020 to reduce constraints for special needs housing and identify uses allowed within the VHDR zoning district consistent with Program 5 within the Housing Element/Government Code Section 65583 of the State housing laws); (4) Table 17.08.030 of BMC residential development standards for the VHDR zoning district, modify the minimum lot size for multi-family residential units on premises within the Low Density Residential (LDR) zoning district, and modify the maximum density for premises within the HDR zoning district, all consistent with Program 4 within the Housing Element/Government Code Section 65583 of the State housing laws); and (5) Table 17.12.020 of BMC Section 17.12.020 to add Residential care facility, small, licensed as a permitted use on premises within the Downtown Commercial (DC) and General Commercial (GC) zoning districts and as a use subject to a Conditional Use Permit in the Professional Office (PO) zoning district to further reduce constraints for special needs housing consistent with [Programs 8 and 9 within the Housing Element/Government Code Section 65583 of the State housing laws]. City staff has evaluated the potential environmental impacts of the adoption of the proposed Zoning Text Amendments pursuant to the California Environmental Quality Act (CEQA). City staff has determined that the proposed Zoning Text Amendments contained in proposed Ordinance 1600 are categorically exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty there is no possibility these amendments may have a significant effect on the environment. On January 10, 2024, the Planning Commission of the City of Banning held a public hearing on the proposed Zoning Text Amendments, at which time all persons interested in the proposed Zoning Text Amendments had an opportunity to and did address the Planning Commission on this matter. Following the receipt of public testimony, the Planning Commission voted 5-0-0 to recommend approval of the proposed Zoning Text Amendments to the City Council by adopting Planning Commission Resolution 2024-02. To observe the live meeting through your personal computer you may use your computer or smart phone to enter the following or click on the link: https://banninglive.viebit.com or on the Banning Government Channel on Cable Television.

Information regarding the CEQA determination, the proposed Zoning Text Amendments, and Ordinance 1600 can be obtained by contacting the City's Community Development Department, Planning Division by telephone at (951) 922-3125 or by email at CommunityDev@banningca.gov, 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 by mail to the Community Development Department, City of Banning at P.O. Box 998, Banning, California, 92220, or to Sandra Calderon by email at scalderon@ban-

any decision regarding this matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City as specified above, at, or prior to, the hearing (Cal. Gov. Code, 65009).

Submitted by: /s/ Caroline Patton, Deputy City Clerk
City of Banning, California
Dated: January 30, 2024
Publish Date: February 2, 2024 and February 9, 2024

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration and Introduction of Ordinance 1597, 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 the proposed 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. The proposed 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. Ordinance 1597 (Catalytic Converter)

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:	**Adam Rush, Community Development Director** **Adam B. Rush, M.A., AICP**
MEETING DATE:	**February 13, 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 pursuant to CEQA Guidelines 15060(c)(2)(3) and 15061(b)(3)**

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:

Assembly Bill ("AB") 2495 was approved by the Governor on September 5, 2018, and became effective on January 1, 2019. AB 2495 puts limitations on cost recovery by cities, counties, and cities and counties, in criminal code enforcement cases.

AB 2495 added 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, including a criminal violation 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 the enactment 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.

Under AB 2495, 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.

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.

California Assembly Bill 2495 was approved by the Governor in 2018 and placed limitations on cities and counties concerning the recovery of costs in criminal code enforcement cases. Furthermore, this legislation 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.

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 blight 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.

However, a local entity may pursue cost recovery options as long as they have adopted a local ordinance specifically allowing for it. Ordinance 1598 has been prepared by the City's Code Enforcement legal counsel - Silver & Wright - and forwarded to City Council, by the Community Development Director, for introduction and first reading. Ordinance 1598 seeks to provide this enabling authority, which is provided under California Government Code Sections 36901, 38771, 38773.1, and 38773.5, as well as Article XI, Section 7 of the California Constitution. These Government Code provisions are rooted in the City's authority, under Article XI, Section 7 of the California Constitution, which grants a city broad discretionary power to "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws."

In summary, these Government Code provisions allow the City Council to impose fines, penalties, and forfeitures for violations of ordinances. The City may fix the penalty by fine or imprisonment, or both; however, a fine may not exceed $1,000. In addition, Sections 38771, 38771, 38773.1, and 38773.5 allow the City to declare, by ordinance, what constitutes a public nuisance; meaning a use or property presents a clear danger to the safety or welfare of the public. Also, by ordinance, the City may establish a procedure to collect abatement and related administrative costs by nuisance abatement lien. Subsequently, the City can record a special assessment against the subject parcel for said cost.

City staff has determined that the proposed Ordinance 1598 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). Should the City Council adopt the proposed Ordinance 1598, staff will file the attached draft Notice of Exemption ("NOE") with the County and, pursuant to Senate Bill 69, will also file the NOE with the Office of Planning & Research (OPR).

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 Silver & Wright to prepare this Ordinance.

The City Attorney's Office has reviewed the formatting of the draft Ordinance, 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. 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.
2. Do Not Conduct the First Reading and Provide Direction to Staff
3. Continue this Item and Provide Direction to Staff
4. Request Additional Input, Research, Justification, etc. from Staff

ATTACHMENTS:

1. Banning - Ordinance 1598 (Nuisance Abatement Cost Recovery Program)-CLEAN.docx
2. 08-22-23 CC_Code E. Workshop.pdf
3. AB 2495.pdf
4. NOE Copy.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. A new Section 8.12.110 is hereby added to Chapter 8.12 ("Registration of Vacant Properties") of Title 8 ("Health and Safety") of the Banning Municipal Code to read as follows:

"**8.12.110 Additional authority.**

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.

_____, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative 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 13th day of February 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?







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

Adam B. Rush, AICP

Community Development Director

(951) 922-3131

arush@banningca.gov

Contact Information

Curtis Wright, Esq.

Silver & Wright, LLP

(909) 833-5420

cwright@silverwrightlaw.com

STATE OF CALIFORNIA
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.

O

Print Form

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Riverside
2724 Gateway Drive
Riverside, CA 92502

From: (Public Agency): City of Banning
99 East Ramsey Street
Banning, CA, 92220
(Address)

Project Title: Ordinance 1599, Creating a Comprehensive Cost Recovery Program for All Nuisance Abatement Actions.

Project Applicant: City of Banning, CA (Riverside County)

Project Location - Specific:
The City of Banning Municipal Boundary, All Parcels, All Assessor's Parcel Numbers.

Project Location - City: Banning Project Location - County: Riverside

Description of Nature, Purpose and Beneficiaries of Project:
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. This Ordinance provides legal authority under AB 2495.

Name of Public Agency Approving Project: City of Banning City Council

Name of Person or Agency Carrying Out Project: City of Banning Code Enforcement Division

Exempt Status: **(check one):**

- ☒ Ministerial (Sec. 21080(b)(1); [redacted] **21080(b)(1); 15060(c)(2); 15061(b)(3); 15060(c)(3); and 15378.**
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
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).

Lead Agency Contact Person: Adam B. Rush, AICP Area Code/Telephone/Extension: (951) 922-3131

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Adam B. Rush, M.A., AICP Date: 12-28-2023 Title: Community Development Director

▪ Signed by Lead Agency ▪ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: 12-29-2023

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**A'ja Wallace,** **Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consideration of Resolution 2024-01 SA, Approving the Establishment of Recognized Obligation Payment Schedule (ROPS) 24-25 A and B for the Period of July 2024 through June 2025 and Approving Certain Related Actions**

RECOMMENDATION:

Staff recommends that the Successor Agency adopt Resolution 2024-01 SA.

BACKGROUND:

Pursuant to Health and Safety Code (the "HSC") Section 34172(a)(1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012. Consistent with the provisions of the HSC, the City Council of the City of Banning previously elected to serve in the capacity of the Successor Agency. The Oversight Board has been established pursuant to HSC Section 34179 to assist in the wind-down of the dissolved Redevelopment Agency.

Per HSC Section 34177(o)(1), the Successor Agency is required to prepare a ROPS before each twelve-month fiscal year period. Pursuant to HSC Section 34180(g), Oversight Board approval is required for the establishment of each ROPS. Pursuant to HSC Section 34177(o)(1), an Oversight Board-approved ROPS 24-25 A and B for the period of July 1, 2024 through June 30, 2025 must be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2024. The Oversight Board will approve the establishment of ROPS 24-25 A and B.

The Successor Agency staff has prepared the proposed Recognized Obligation Payment Schedule for the period of July 1, 2024, through June 30, 2025 ("ROPS 24-25"), substantially in the form shown in Exhibit "A", attached hereto and incorporated herein by this reference.

The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2024, and continuing through June 30, 2025 ("FY 2024-25 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference.

Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to HSC Sections 34171(b) and 34183(a)(3) in the approximate amount of [$250,000] for the 2024-25 fiscal year of which approximately [$125,000] will be disbursed July 1, 2024, and approximately [$125,000] will be disbursed January 2, 2025.

JUSTIFICATION:

At its meeting on January 18, 2024, the Countywide Oversight Board for the Successor Agency

("Oversight Board") to the dissolved Community Redevelopment Agency of the City of Banning ("Successor Agency") approved the Fiscal Year 2024-2025 Recognized Obligation Payment Schedule ("ROPS") with the adoption of Resolution 2024-024 (Oversight Board Resolution).

FISCAL IMPACT:

Per HSC Section 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations. The Oversight Board has approved the establishment of ROPS 23-24 A and B, which will ensure that the Successor Agency has the authority to continue to pay its enforceable obligations.

ALTERNATIVES:

1. Adopt Resolution 2024-01 SA as recommended.
2. Adopt Resolution 2024-01 SA with modifications.

ATTACHMENTS:

1. Resolution 2024-01 SA, ROPS 24-25 A and B.docx
2. Attachment 1a-Exhibit A ROPS 24-25 City of Banning.pdf
3. Attachment 1b-Exhibit B City of Banning SA Admin Budget FY 24-25.pdf
4. Attachment 2-Resolution No. 2024-024_Banning SA ROPS 2024-25 and Admin Budget.pdf

RESOLUTION 2024-01 SA

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF BANNING, CALIFORNIA APPROVING THE ESTABLISHMENT OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) 24-25 A & B FOR THE PERIOD OF JULY 2024 THROUGH JUNE 2025 AND APPROVING CERTAIN RELATED ACTIONS

WHEREAS, pursuant to Health and Safety Code (the "HSC") § 34172 (a) (1), the Community Redevelopment Agency of the City of Banning was dissolved on February 1, 2012; and

WHEREAS, consistent with the provisions of the HSC, the City of Banning previously elected to serve in the capacity of the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning (the "Successor Agency"); and

WHEREAS, per HSC § 34177 (o) (1), the Successor Agency is required to prepare a Recognized Obligation Payment Schedule (the "ROPS") before each twelve-month fiscal year period; and

WHEREAS, pursuant to HSC § 34180 (g), the Countywide Oversight Board of the County of Riverside (the "Oversight Board") approval is required for the establishment of each ROPS; and

WHEREAS, pursuant to HSC § 34177 (o) (1), an Oversight Board-approved ROPS 24-25 A and B for the period of July 2024 through June 2025 and it will be submitted to the State Department of Finance, State Controller's Office and to the County Auditor-Controller not later than February 1, 2024; and

WHEREAS, pursuant to HSC § 34177, the Successor Agency is legally required to continue to make payments due for enforceable obligations; and

WHEREAS, it is proposed that the Successor Agency approve the establishment of the Successor Agency's ROPS 24-25 A and B, which is attached hereto as Exhibit "A"; and

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2024 and continuing through June 30, 2025 ("FY 2024-25 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference; and

WHEREAS, ROPS 24-25 A and B will be submitted to the Oversight Board for approval to ensure that the Successor Agency has the authority to continue to pay its enforceable obligations; and

WHEREAS, all of the prerequisites with respect to the approval of this Resolution have been met.

NOW, THEREFORE, BE IT RESOLVED by the Successor Agency to the Dissolved Community Redevelopment Agency of the City of Banning, as follows:

SECTION 1. The foregoing recitals are true and correct and are a substantive part of this resolution.

SECTION 2. The Successor Agency's ROPS 24-25 A and B for the period of July 2024 through June 2025, which is attached hereto as Exhibit "A", is approved, inclusive of each enforceable obligation.

SECTION 3. The Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2024 and continuing through June 30, 2025 ("FY 2024-25 Administrative Budget"), substantially in the form shown in Exhibit "B", attached hereto and incorporated herein by this reference.

SECTION 4. The amount requested for enforceable obligation No. 12, the Successor Agency's Administrative Allowance, is consistent with the provisions of HSC § 34171 (b) and is thus considered fair and reasonable.

SECTION 5. The City Manager, as the Successor Agency's Executive Director or designee, is authorized to: i) post the ROPS 24-25 A and B on the City's website, ii) transmit the ROPS 24-25 A and B to the Oversight Board, the State Department of Finance, State Controller's Office and to the County Auditor-Controller for their review within the timeframe and in the manner prescribed by the HSC; and iii) make ministerial revisions to ROPS 24-25 A and B, which may include, but are not limited to restating the information included within ROPS 24-25 A and B in any format that may be requested by the State Department of Finance, take such other actions and execute such other documents as are necessary to effectuate the intent of this Resolution, and to implement ROPS 24-25 A and B on behalf of the Successor Agency, including authorizing and causing such payments.

SECTION 6. 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 13th day of February 2024.

Alberto Sanchez, Chairperson
Banning Successor Agency

ATTEST:

Caroline Patton, Secretary
Banning Successor Agency

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, Agency Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Successor Agency, do hereby certify that the foregoing Resolution 2024-01 SA, was duly adopted by the Successor Agency of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Successor Agency

Recognized Obligation Payment Schedule (ROPS 24-25) - Summary
Filed for the July 1, 2024 through June 30, 2025 Period

Successor Agency: Banning

County: Riverside

Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	24-25A Total (July - December)	24-25B Total (January - June)	ROPS 24-25 Total
A Enforceable Obligations Funded as Follows (B+C+D)	**$ -**	**$ -**	**$ -**
B Bond Proceeds	-	-	-
C Reserve Balance	-	-	-
D Other Funds	-	-	-
E Redevelopment Property Tax Trust Fund (RPTTF) (F+G)	**$ 1,906,671**	**$ 535,526**	**$ 2,442,197**
F RPTTF	1,781,671	410,526	2,192,197
G Administrative RPTTF	125,000	125,000	250,000
H Current Period Enforceable Obligations (A+E)	**$ 1,906,671**	**$ 535,526**	**$ 2,442,197**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Banning
Recognized Obligation Payment Schedule (ROPS 24-25) - ROPS Detail
July 1, 2024 through June 30, 2025

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 24-25 Total	ROPS 24-25A (Jul - Dec)					24-25A Total	ROPS 24-25B (Jan - Jun)					24-25B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$29,474,275		$2,442,197	$-	$-	$-	$1,781,671	$125,000	$1,906,671	$-	$-	$-	$410,526	$125,000	$535,526
4	Annual Continuing Disclosure	Fees	12/16/2003	08/01/2037	Urban Futures, Inc.	Bonding Continuing Disclosure Services	Merged	18,400	N	$1,750	-	-	-	-	-	$-	-	-	-	1,750	-	$1,750
5	Bond Trustee Fees	Fees	12/16/2003	08/01/2037	US Bank	Bond Trustee Fees	Merged	86,225	N	$2,475	-	-	-	2,475	-	$2,475	-	-	-	-	-	$-
12	Successor Agency Admin	Admin Costs	02/01/2012	08/01/2037	City of Banning	The amount requested for the Administrative Allowance is consistent with the provisions of HSC § 34171 (b).	Merged	250,000	N	$250,000	-	-	-	-	125,000	$125,000	-	-	-	-	125,000	$125,000
17	Arbitrage Analysis for TABs	Fees	12/16/2003	08/01/2037	Willdan Associates	Arbitrage Analysis for TABs	Merged	53,000	N	$2,500	-	-	-	-	-	$-	-	-	-	2,500	-	$2,500
32	2016 Refunding TABs (Interest Only Portion)	Bonds Issued After 12/31/10	09/22/2016	09/01/2037	U.S. Bank, NA	This item is for the interest only portion of the debt service for the 2016 TABs, which refunded the 2003 and 2007 TABs.	Merged	6,781,650	N	$830,472	-	-	-	424,196	-	$424,196	-	-	-	406,276	-	$406,276
33	2016 Refunding TABs (Principal Reduction Portion)	Bonds Issued After 12/31/10	09/22/2016	09/01/2037	U.S. Bank, NA	This item is for the principal reduction portion of the debt service for the 2016 TABs, which refunded the 2003 and	Merged	22,285,000	N	$1,355,000	-	-	-	1,355,000	-	$1,355,000	-	-	-	-	-	$-

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	**ROPS 24-25 Total**	**ROPS 24-25A (Jul - Dec)**					**24-25A Total**	**ROPS 24-25B (Jan - Jun)**					**24-25B Total**
											Fund Sources						**Fund Sources**					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
						2007 TABs.																

Banning
Recognized Obligation Payment Schedule (ROPS 24-25) - Report of Cash Balances
July 1, 2021 through June 30, 2022
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
		Fund Sources					
		Bond Proceeds		Reserve Balance	Other Funds	RPTTF	
	ROPS 21-22 Cash Balances (07/01/21 - 06/30/22)	Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	Comments
1	**Beginning Available Cash Balance (Actual 07/01/21)** RPTTF amount should exclude "A" period distribution amount.	7,686,253					
2	**Revenue/Income (Actual 06/30/22)** RPTTF amount should tie to the ROPS 21-22 total distribution from the County Auditor-Controller					2,448,314	Ties to RPTTF actual amount
3	**Expenditures for ROPS 21-22 Enforceable Obligations (Actual 06/30/22)**	7,686,253				2,444,063	Ties to PPA 21-22
4	**Retention of Available Cash Balance (Actual 06/30/22)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 21-22 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 21-22 PPA form submitted to the CAC		No entry required				
6	**Ending Actual Available Cash Balance (06/30/22) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$-**	**$-**	**$-**	**$4,251**	

Banning
Recognized Obligation Payment Schedule (ROPS 24-25) - Notes
July 1, 2024 through June 30, 2025

Item #	Notes/Comments
4	Payments for Continuing Disclosures are paid during the ROPS "B" Cycle.
5	To pay for Bond Trustee Fees
12	The amount requested for the Admin allowance is consistent with the provisions of HSC 24171(b) was approved by the Oversight Board and is thus considered fair and reasonable.
17	2016 TABs are paid on the "B" ROPS cycle every 5 years.
32	Interest only portion of 2016 Refunding Debt Service
33	Principal portion of 2016 TABs Refunding Debt Service.

"EXHIBIT B"

Successor Agency to the Redevelopment Agency for City of Banning

ADMINISTRATIVE BUDGET

July 1, 2024 to June 30, 2025

	July to Dec	Jan to June
Admin Cost Allowance		
	ROPS 24-25A	**ROPS 24-25B**
Administrative Cost Allowance HSC § 34171 (b)	125,000	125,000
Administrative Cost Allowance (ROPS 24-25):	**125,000**	**125,000**
Admin Costs		
Successor Agency Indirect Costs:		
Salaries & Benefits	108,382	108,382
Projected Operating Expenses	12,151	12,151
Total Indirect Costs	**120,533**	**120,533**
Successor Agency Direct Costs:		
Professional Services	1,213	1,213
Annual Audit	3,255	3,255
Miscellaneous Expenses		
Total Direct Costs	**4,468**	**4,468**
Total Successor Agency Indirect & Direct Costs	**125,000**	**125,000**

COUNTYWIDE OVERSIGHT BOARD FOR THE COUNTY OF RIVERSIDE

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY FOR THE CITY OF BANNING

RESOLUTION NO. 2024 - 024

RESOLUTION OF THE COUNTYWIDE OVERSIGHT BOARD FOR COUNTY OF RIVERSIDE APPROVING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE AND ADMINSTRATIVE BUDGET FOR THE PERIOD JULY 1, 2024 THROUGH JUNE 30, 2025 FOR THE CITY OF BANNING SUCCESSOR AGENCY AND MAKING RELATED FINDINGS AND DECLARATIONS AND TAKING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, the Redevelopment Agency for City of Banning (the "Former Agency") was formed, existed and exercised its powers pursuant to the Community Redevelopment Law (California Health and Safety Code section 33000 et seq. the "CRL");

WHEREAS, the California state legislature enacted Assembly Bill 1x 26, as modified by Assembly Bill No. 1484 enacted on June 27, 2012, as further modified by Senate Bill No. 107 enacted on September 22, 2015, as such may be further amended (collectively, the "Dissolution Act"), adding or amending Parts 1.8 and 1.85 to Division 24 of the Health and Safety Code, to dissolve redevelopment agencies formed under the CRL;

WHEREAS, pursuant to Section 34173 of the Health and Safety Code, effective February 1, 2012 the Successor Agency to the City of Banning, a separate legal entity (the "Successor Agency") was formed to and charged with paying the enforceable obligations, disposing of the properties and other assets, and unwinding the affairs of the dissolved Former Agency;

WHEREAS, upon dissolution of the Former Agency, all authority, rights, powers, duties and obligations previously vested with the Former Agency (except for the Former Agency's housing assets and functions) under the CRL vested in the Successor Agency, which was declared a separate legal entity effective June 27, 2012;

WHEREAS, Section 34179(j) of the Health and Safety Code provides for the appointment

of a countywide oversight board (the "Countywide Oversight Board") with specific duties to approve certain Successor Agency actions pursuant to Section 34180 of the Health and Safety Code and to direct the Successor Agency in certain other actions pursuant to Section 34181 of the Health and Safety Code;

WHEREAS, the Successor Agency staff has prepared the proposed Recognized Obligation Payment Schedule for the period of July 1, 2024 through June 30, 2025 ("ROPS FY 2024-25"), substantially in the form shown in Attachment "A", attached hereto and incorporated herein by this reference;

WHEREAS, the Successor Agency staff has prepared an administrative budget for the fiscal period commencing on July 1, 2024 and continuing through June 30, 2025 ("FY 2024-25 Administrative Budget"), substantially in the form shown in Attachment "B", attached hereto and incorporated herein by this reference;

WHEREAS, the Successor Agency is entitled to an administrative cost allowance (the "Administrative Cost Allowance") pursuant to Sections 34171(b) and 34183(a)(3) of the Health and Safety Code in the approximate amount of $250,000 for the 2024-25 fiscal year of which approximately $125,000 will be disbursed July 1, 2024 and approximately $125,000 will be disbursed January 2, 2025. The County Oversight Board has determined that it has no legal basis for reducing the requested amount;

WHEREAS, the City Council of Banning acting in its capacity as the governing board of the Successor Agency, will approve the ROPS FY 2024-25 and FY 2024-25 Administrative Budget by adoption of Resolution No. 2024-01 SA, shown in Attachment "C", attached hereto and incorporated herein by this reference, on February 13, 2024;

WHEREAS, under Resolution No. 2024-01 SA, the Successor Agency's governing board represents and warrants that it examined all of the items on the ROPS FY 2024-25 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in accordance with the Dissolution Act, the continued administration of the ongoing enforceable obligations, or the expeditious wind-down of the affairs of the Former Agency by the Successor Agency;

WHEREAS, pursuant to Section 34177 and 34180(g) of the Health and Safety Code, the ROPS FY 2024-25 and FY 2024-25 Administrative Budget must be submitted to the Countywide Oversight Board for the Countywide Oversight Board's approval; and

WHEREAS, the accompanying staff report, and attachments, attached hereto and

incorporated herein by this reference, provide the supporting information upon which the actions set forth in this Resolution are based.

NOW, THEREFORE, BE IT RESOLVED, FOUND, DETERMINED AND ORDERED by the Countywide Oversight Board, in regular meeting assembled on January 18, 2024 in the meeting room located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, California, as follows:

1. The Countywide Oversight Board hereby finds, resolves, and determines that the foregoing recitals are true and correct and are incorporated herein by reference, and, together with information provided by the City of Banning staff and the public, form the basis for the approvals, findings, resolutions, and determinations set forth below.
2. Pursuant to the California Environmental Quality Act (CEQA), based upon a review of the evidence and information presented on the matter as it relates to the adoption of the ROPS FY 2024-25 and the Administrative Budget FY 2024-25, the Countywide Oversight Board has determined that such approval is categorically exempt from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines because there is no possibility that the activities in question will have a significant impact on the environment and the approval is merely the adoption of an annual budget; it will not require any construction activities and will not lead to any direct or reasonably foreseeable indirect physical environmental impacts;
3. That the Successor Agency's Executive Director's designee is directed to file a Notice of Exemption with respect to the actions approved under this Resolution in accordance with CEQA.
4. Under Section 34180(g) of the Health and Safety Code, the Countywide Oversight Board must approve the establishment of the recognized obligation payment schedules of the Successor Agency.
5. The Countywide Oversight Board hereby approves the ROPS FY 2024-25 attached hereto as Attachment A (the "Approved ROPS FY 2024-25"). In connection with such approval, the Countywide Oversight Board makes the specific findings set forth below.
6. The Countywide Oversight Board has examined the items on the Approved ROPS FY 2024-25 and finds that each of them is necessary for the continued maintenance and preservation of property owned by the Successor Agency until disposition in

accordance with the Dissolution Act, the continued administration of the ongoing agreements herein approved by the Countywide Oversight Board, or the expeditious wind-down of the affairs of the Dissolved RDA by the Successor Agency.

7. The Countywide Oversight Board Chairperson, Successor Agency Executive Director, and Countywide Oversight Board General Counsel are collectively authorized to make any technical or clerical corrections to the Approved ROPS FY 2024-25 prior to filing with the Department.
8. Under Section 34177(j) of the Health and Safety Code, the Countywide Oversight Board must approve the Administrative Budget for the Successor Agency.
9. In accordance with the Dissolution Act, the Countywide Oversight Board hereby approves the FY 2024-25 Administrative Budget, attached hereto as Attachment B (the "Approved Administrative Budget").
10. The Countywide Oversight Board hereby authorizes and directs the Executive Director of the City of Banning ("Successor Agency's Director")], or the Successor Agency's Director's designees, to take all actions and sign any and all documents necessary to implement and effectuate the actions approved by this Resolution as determined necessary by the Successor Agency's Director, or the Successor Agency's Director's designee. The Countywide Oversight Board hereby further authorizes and directs the Successor Agency's Executive Director, or Successor Agency's Director's designee, to execute all documents on behalf of the Successor Agency, and to administer the Successor Agency's obligations and duties to be performed pursuant to this Resolution.
11. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Countywide Oversight Board declares that the Countywide Oversight Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.
12. The Countywide Oversight Board hereby authorizes and directs the County Executive Office staff and the Successor Agency staff to take all actions necessary under the Dissolution Act to file, post, mail or otherwise deliver via electronic mail, internet posting, and/or hardcopy, all notices and transmittals necessary or convenient in

connection with the approval of this Resolution.

13. Pursuant to Health and Safety Code Section 34179, specified actions taken by the Countywide Oversight Board may be reviewed by the State of California Department of Finance, and, therefore, this Resolution shall not be effective until five (5) business days after approval, subject to a request for review by the State of California Department of Finance, or at the time and in the manner prescribed in Section 34179(h) of the Health and Safety Code.

PASSED, APPROVED, AND ADOPTED by the Countywide Oversight Board for the County of Riverside on January 18, 2024.

I hereby certify the forgoing to be a true copy of a resolution passed and adopted by the Countywide Oversight Board for the County of Riverside at a regular meeting thereof held on January 18, 2024, by the following vote:

AYES:	5	BOARD MEMBERS: Scott Price, Aaron Brown, Chris Gerry, Russ Martin, Kathleen Kelly
NOES:		BOARD MEMBERS:
ABSTAIN:		BOARD MEMBERS:
ABSENT:	1	BOARD MEMBERS: Chuck Washington

Dr. Scott Price
Chairperson, Countywide Oversight Board

ATTEST:

Kimberly Rector
Clerk of the Countywide Oversight Board

APPROVED AS TO FORM:

Countywide Oversight Board Legal Counsel

By: _____
Rafael Yaquian, Goldfarb & Lipman LLP

Attachments incorporated by reference:
A. Approved ROPS FY 2024-25
B. Approved Administrative Budget

ATTACHMENT "A"

APPROVED ROPS FY 2024-25

[behind this page]

ATTACHMENT "B"

APPROVED ADMINISTRATIVE BUDGET

[behind this page]

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**February 13, 2024**
SUBJECT:	**Consider of Stagecoach Days Memorandum of Understanding (MOU)**

RECOMMENDATION:

A motion to notify Stagecoach Days Association of the City's intent to extend the current MOU for one year with a termination date of June 21, 2025. A second motion directing the City Manager to work with the Stagecoach Days Association President to negotiate a new MOU that will be effective June 22, 2025, upon City Council approval.

BACKGROUND:

The Memorandum of Understanding (MOU) between the City of Banning and Stagecoach Days Association became effective June 22, 2021. The MOU term is three years from the effective date, with a two-year automatic extension, unless a party gives notice to the other party, not less than sixty (60) days prior to such anniversary date, that the term of the MOU shall not be extended. Therefore, if the City Council desires to not extend the MOU for years 4 and 5, notice must be given no later than April 25, 2024.

During the December 12, 2023 meeting, City Council created an ad hoc committee (Mayor Pro Tem Minjares and Councilmember Wallace) to meet with Stagecoach Days Committee members to discuss concerns. Mayor Pro Tem Minjares has reported positive outcomes from the meeting and recommended extension of the MOU for one year. In addition, it is recommended that during the next year, a new MOU should be drafted to provide more clarity regarding responsibilities and expectations of each party.

JUSTIFICATION:

Stagecoach Days is designated as a signature event in Banning. As the largest and longest running annual community celebration in Banning, continuation of the annual celebration is a priority.

FISCAL IMPACT:

Extension for one year will commit the City to direct financial support of $30,500, event insurance and in-kind contributions capped at $10,000.

ALTERNATIVES:

1) Take no action - MOU will automatically extend for two years;
2) Adopt recommended motions - MOU extended for one year and new MOU will be negotiated;
3) Motion to notify Stagecoach Days Association of intent to terminate MOU effective immediately - No commitment from City to support Stagecoach Days with direct or in-kind contributions.

ATTACHMENTS:

1. 2021 06 22_MOU_Stagecoach Days Association.pdf

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 22nd day of June 2021 ("Effective Date"), between the Stagecoach Days Association, a California non-profit 501(c)(3) corporation (the "ASSOCIATION") and the City of Banning, a California municipal corporation (the "CITY"), to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Banning Stagecoach Days Event ("Stagecoach Days").

Recitals

WHEREAS, since 2010, the ASSOCIATION has organized, promoted, and conducted Stagecoach Days as an annual event and community celebration.

WHEREAS, the CITY and the ASSOCIATION desire to work in cooperation and partnership with each other to annually produce Stagecoach Days;

WHEREAS, the CITY seeks to continue support Stagecoach Days at a level that is consistent with recent years; and

WHEREAS, the ASSOCIATION and the CITY desire to enter into this MOU to delineate the parties' respective rights and obligations and define their relationship for Stagecoach Days.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants, and agreements set forth below, the ASSOCIATION and the CITY agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

   The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. EXCLUSIVITY

   The ASSOCIATION shall have exclusive operational and vending control over and within the geographic area and locations at which Stagecoach Days events will be conducted, as such geographic area and locations are defined in the event application and permits relating hereto. The CITY shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within Dysart Park during the time period of two weeks before, two weeks after, and during Stagecoach Days, which begins the Friday after Labor Day and ends two (2) days later.

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3. ELEMENTS OF ANNUAL EVENT

The ASSOCIATION will organize, promote, and conduct the annual, three-day Stagecoach Days event and the annual Stagecoach Days Parade. The three-day event, depending upon budget, will consist of a minimum of two (2) Professional Rodeo Cowboy Association (PRCA) Pro Rodeo events, multiple food, souvenir, and craft vendors, live music performances, and either a carnival or a "Kid's Zone" with mutually agreed upon activities and attractions that are geared towards family entertainment.

The parade will be held on Ramsey Street, between San Gorgonio Avenue and 12th Street the Saturday morning of the three-day event and the ASSOCIATION will strive to have a minimum of forty (40) parade entries, including at least two (2) marching bands.

4. SECURITY FOR THE BANNING STAGECOACH DAYS EVENT

The ASSOCIATION shall be responsible for providing private security, as may be required, and which security is to be provided by guards that are licensed by the Bureau of Security and Investigative Services.

The CITY will provide police officers and volunteers at the three-day event and the parade as deemed appropriate by the Chief of Police, or his/her designee. The ASSOCIATION will not be charged for officers. However, the cost associated with police officers that are provided solely for Stagecoach Days and associated events will be charged against the total in-kind service donation of Ten Thousand Dollars ($10,000.00) discussed in Section 5 below.

5. IN-KIND SERVICES FOR BANNING STAGECOACH DAYS

Aside from the public-safety services outlined above, the CITY agrees to provide in-kind services to the ASSOCIATION commensurate with previous participation in the Stagecoach Days. The CITY's in-kind contribution will be understood to include additional services and items required specifically for the Stagecoach Days, which the CITY would not provide in the absence of said event. Such in-kind services may include, but are not limited to:

- Additional street sweeping;
- Additional trash removal;
- Placement and removal of barricades upon streets and public parking lots for various events and posting of "No Parking" signs as needed;
- Staff to assist with entry gates, parking and ticket booths; and

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- Other similar services that the CITY has provided to the ASSOCIATION for the production of the annual event.

The CITY will also designate the Parks and Recreation Director, or his/her designee, to facilitate and coordinate the ASSOCIATION's requests for in-kind services and to manage the Stagecoach Days community event application process to facilitate timely approvals.

The CITY shall facilitate the necessary multi-departmental meetings with representatives of the ASSOCIATION to outline the in-kind services requested by the ASSOCIATION and those deemed necessary by the CITY in preparation and execution of the annual event.

No later than sixty (60) days prior to the Stagecoach Days event, the ASSOCIATION will provide detailed plans and information outlining the need for in-kind services and equipment (except as otherwise noted for specific items covered in this MOU). This information shall include any plans, information, and applications for new associated events that may necessitate additional in-kind CITY services, equipment, staff, or other in-kind contribution.

No later than forty-five (45) days prior to Stagecoach Days, the CITY will estimate the value of the CITY's in-kind contribution by utilizing the salary costs associated with CITY staff, equipment costs, the rental value of items and facilities that will be used and any additional actual costs incurred by the CITY. The CITY will ensure the requested in-kind services and equipment align with prior-years' in-kind contributions, which are capped at, and will remain capped at Ten Thousand Dollars ($10,000.00) annually.

6. CITY SPONSORSHIP

In addition to the in-kind services outlined in Section 5 above, subject to the sufficiency of annual appropriations properly budgeted and available for such purposes, the CITY will provide the ASSOCIATION with a Twelve Thousand Five Hundred Dollar($12,500) in cash sponsorship for Stagecoach Days, will rent bleachers for the event in an amount not to exceed Eighteen Thousand Dollars ($18,000), and will provide necessary event insurance. In exchange, the ASSOCIATION shall include the CITY as a sponsor, providing the CITY with sponsor promotion, recognition, and all other benefits commensurate with its level of support.

7. APPLICATION PROCESS

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Annually the ASSOCIATION agrees to provide to the CITY a report that includes essential details of the Stagecoach Days event in a format approved by CITY staff. Such a report will be deemed sufficient for properly processing a Special Event Application. All additional applicable licenses required by the CITY must be completed and submitted with the Special Event Application. All proposed activities must be submitted by the ASSOCIATION for approval by the CITY no later than forty-five (45) days prior to the first day of the event.

8. INDEMNIFICATION

To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, its governing board or body, officers, agents, and employees against any and all claims, damages, liabilities, injury expenses, demands, causes of actions, and judgments, including court costs and attorneys' fees, arising out of or resulting from the performance of this MOU and attributable to the other party's negligence or intentional acts of its officers, agents, or employees. Following a determination of the percentage of fault or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this MOU for the percentage of liability determined.

The parties agree this provision shall survive the expiration or termination of this MOU.

9. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered, or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

10. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations, or interest in it.

11. TERM

The term of this MOU will be for three (3) years from the Effective Date, with a two-year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the

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term of the MOU shall not be extended. Such notice shall be given as provided for by Section 12 below. The CITY's obligations in the second year of the term and any subsequent year(s) shall be subject to the sufficiency of annual appropriations properly budgeted and available for such purposes.

12. NOTICES

All notices with respect to this MOU shall be given by first class mail or hand-delivery to the parties as follows:

CITY:	ASSOCIATION:
City of Banning Attn: City Manager 99 E. Ramsey Street Banning, CA 92220	Stagecoach Days Association Amy Pippenger P.O. Box 604 Banning, CA 92220

13. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is ruled invalid, void, or unenforceable by a court of competent jurisdiction, this MOU will nonetheless remain in full force and effect as to all remaining terms, provisions, covenants, and conditions.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS HEREOF, the duly authorized representatives of the parties are signing this MOU on the date set forth in the introductory clause.

CITY OF BANNING

DocuSigned by:
Doug Schulze 7/8/2021
0AD14BA217CE497...
Doug Schulze,City Manager

STAGECOACH DAYS ASSOCIATION

DocuSigned by:
6/22/2021
0C10A6864AA043A...
Amy Pippenger, Chairperson

ATTEST:

DocuSigned by:
7/27/2021
6DDB189985DE475...
Caroline Patton, Deputy City Clerk

DocuSigned by:
7/8/2021
CD7D35E5D2164B4...
Tayler Berghoefer, Secretary

APPROVED AS TO FORM:

DocuSigned by:
Kevin Ennis 7/27/2021
940BF72E964348C...
Kevin Ennis, City Attorney

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Doug Schulze, City Manager**

MEETING DATE: **February 13, 2024**

SUBJECT: **Consideration of Resolution 2024-25, Creating a Community Revitalization Investment Authority to Operate within the Community, and Making Certain Findings and Taking Certain Actions in Connection Therewith, and Resolution 2024-02 SA, Making Certain Findings Relating to the City of Banning's Creation of a Community Revitalization Investment Authority to Operate within the Community**

RECOMMENDATION:

1) That the Successor Agency adopt Resolution 2024-02 SA; and
2) That the City Council adopt Resolution 2024-25.

BACKGROUND:

The Community Revitalization and Investment Authority (CRIA) in California, established by Assembly Bill 2 in 2015, offers several benefits for designated districts. CRIA works by enabling tax increment financing to fund projects within a designated Revitalization Area. As developers and businesses improve properties in the investment area, the higher appraised value results in greater property tax assessment. This increased revenue is then allocated directly to the CRIA for use only within the investment area. The CRIA can be created by a resolution of the governing body of a city or county, and once formed, it can conduct a variety of activities, including funding infrastructure improvements, affordable housing projects, seismic retrofits, property acquisition, tenant improvements, and undertaking brownfield cleanup

The CRIA is intended to provide a source of tax increment funding for infrastructure and housing in disadvantaged communities, and it does not require a public vote for creation or issuance of bonds. The CRIA's sponsoring jurisdiction can provide a loan to the CRIA in the interim period while the revenue is generated. Overall, the CRIA offers a way to revitalize areas without raising taxes, providing a sustainable way to fund much-needed projects.

Some of the key benefits include:

1. Increased Funding for Affordable Housing: CRIAs increase funding for and production of affordable housing in disadvantaged communities, with a mandatory affordable housing set-aside of 25%.
2. Powers of Eminent Domain: CRIA's entail the powers of eminent domain for the first 12 years, which can be used to acquire private property for public use with fair compensation to the property owner.
3. No Public Vote Required: Unlike some other financing districts, CRIAs do not require a public vote for creation or issuance of bonds, although they are subject to a majority protest at adoption.
4. Tax Increment Financing: CRIA's use tax increment funds to finance projects within a designated

Revitalization Area, providing a mechanism for funding community improvements and economic development.
5. Job Creation and Training: The CRIA program can also lead to job creation and training opportunities through community revitalization and cleanup efforts, as evidenced by grants from the EPA's Brownfields Jobs Training Program.

The process for creating a Community Revitalization and Investment Authority (CRIA) in California involves several steps, as outlined by the California Government Code and various local government resources:

1. **Feasibility Analysis:** Conduct a feasibility analysis to determine if the creation of a CRIA is suitable for the community. This process has been completed.
2 . **Community Outreach:** Hold public informational meetings and provide notice of informational meetings to property owners and residents, typically at least 10 days prior to the meeting. City Council has previously completed this process. As a result, Council directed the City Manager to discuss creation of a joint City/County District with Riverside County. Meetings were held with Riverside County staff from 5th District Supervisor Gutierrez' office as well as staff from the County Executive's Office. Riverside County staff expected some additional incentive from the City. The conditions required by the County for partnership in the CRIA would render the CRIA financially infeasible for the City.
3. **Resolution by Governing Body:** A single-member CRIA (City only) may be created by resolution of the governing body. This is the next step required in the process, if Council desires to proceed.
4. **Adoption of Revitalization Plan:** Once formed, the CRIA board adopts a Revitalization Plan, which outlines the activities the CRIA will undertake, such as funding infrastructure improvements, affordable housing projects, seismic retrofits, property acquisition, tenant improvements, and undertaking brownfield cleanup. CRIA funds could be used for implementation of the recently adopted Downtown Revitalization and Complete Streets Plan.
5. **Board Composition:** The CRIA is governed by a board, typically made up of at least 3 members of a legislative body and 2 public members.

JUSTIFICATION:

A Community Revitalization Investment Authority (CRIA) will provide tools to achieve City Council goals of cleaning up the Ramsey Street corridor and creating a vibrant downtown.

FISCAL IMPACT:

CRIA funding capacity is estimated in the range of $23 to $46 million in present value terms.

ALTERNATIVES:

1. Approve Resolutions as recommended;
2. Do not approve Resolutions.

ATTACHMENTS:

1. Resolution 2024-25.docx
2. Resolution 2024-02 SA.docx
3. Banning CRIA Next Steps 2-13-2024.pdf

RESOLUTION 2024-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CREATING A COMMUNITY REVITALIZATION INVESTMENT AUTHORITY TO OPERATE WITHIN THE COMMUNITY, AND MAKING CERTAIN FINDINGS AND TAKING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the California Legislature approved Assembly Bill 2 (Stats. 2015, c. 319, as amended), and thereby enacted Part 1 (commencing with Section 62000) of Division 4 of Title 6 of the Government Code (the "CRIA Law") to create a planning and financing tool for local governments to address areas characterized by unsafe or unhealthy buildings in which persons live or work, conditions that make the viable use of buildings or parcels difficult, high business vacancies and lack of employment opportunities, and inadequate public improvements, water, or sewer utilities; and

WHEREAS, the CRIA Law authorizes cities to create a public body, corporate and politic known as a "Community Revitalization Investment Authority" ("CRIA") to operate in the community, and to grant the CRIA jurisdiction to carry out a community redevelopment revitalization plan ("Plan") within a community revitalization investment area ("Plan Area"); and

WHEREAS, a CRIA may be created by the adoption of a resolution by the legislative body of a city, and the composition of the CRIA's governing board is comprised of three (3) appointed members of the legislative body, and two (2) appointed members of the public that live or work within the Plan Area; and,

WHEREAS, a CRIA is an "agency" as described in subdivision (b) of Section 16 of the California Constitution for purposes of receiving tax increment revenues, with the powers and duties set forth in Government Code Section 62002, which include, but are not limited to: providing funding to rehabilitate, repair, upgrade, or construct infrastructure; providing for low- and moderate-income housing in accordance with Part 2 (commencing with Section 62100) of Division 4, Title 6 of the Government Code; remediating or removing a release of hazardous substances pursuant to the Polanco Redevelopment Act; providing for seismic retrofits or existing buildings in accordance with applicable laws and regulations; acquiring and transferring real property; issuing bonds in conformity with Article 4.5 (commencing with Section 53506) and Article 5 (commencing with Section 53510 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code; borrowing money, receiving grants, or accepting financial or other financial assistance from the state or federal governments, or any other public agency or private lending institution; making loans or grants for owners of tenants to improve, rehabilitate, or retrofit buildings or structures within the Plan Area; and providing direct assistance to businesses within the Plan Area in connection with new or existing facilities for industrial or manufacturing uses; and,

WHEREAS, following its creation, a CRIA is required to adopt a Plan that includes the elements set forth in Section 62003 of the Government Code, and a CIRA may carry out the adopted Plan within a Plan Area that satisfies the conditions and requirements set forth in subsections (d) or (e) of Section 62001 of the Government Code;

WHEREAS, a CRIA's adoption of a Plan must be considered at three (3) public hearings held at least thirty (30) days apart, and such public hearings must comply with the procedural and substantive requirements set forth in Section 62004 of the Government Code;

WHEREAS, a CRIA formed by a city that created a redevelopment agency that was dissolved pursuant to Part 1.85 (commencing with Section 34170) of Division 24 of the Health & Safety Code may not become effective until the successor agency of the former redevelopment agency has adopted findings of fact that satisfy the requirements of subsection (b)(3) of Section 62001 of the Government Code; and,

WHEREAS, the City of Banning is a California general law city located in Riverside County; and,

WHEREAS, following the dissolution of the Banning Redevelopment Agency, the City has had difficulty remediating blighted conditions existing throughout the community, encouraging private investment and development in the area, attracting new to and retaining existing businesses in the community, funding vital development and infrastructure improvements, and providing affordable housing opportunities and programs for its residents, among other things; and,

WHEREAS, the City Council of the City of Banning therefore desires to create a CRIA to operate within its jurisdiction boundaries to address these issues, to support the economic revitalization of the community, and to address geographical areas within its boundaries marked by deteriorated buildings, conditions that make the viable use of buildings or parcels difficult, high incidents of business vacancies and unemployment, and inadequacies in public improvements and utilities; and,

WHEREAS, contemporaneously with adoption of this Resolution, the Successor Agency of the Former Banning Redevelopment Agency has adopted a Resolution making the findings required by subsection (b)(3) of Section 62001 of the Government Code; and,

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein this Resolution as substantive findings.

SECTION 2. Pursuant to Part 1 (commencing with Section 62000) of Division 4 of Title 6 of the Government Code, the City Council hereby creates, and authorizes and declares the existence of, a community revitalization investment authority within the City of Banning, to be known as the Banning Community Revitalization Investment Authority, a public body, corporate and politic (the "Authority").

SECTION 3. The Authority is hereby authorized and directed to prepare and adopt a community revitalization and investment plan that complies with and satisfies the requirements of Section 62003 of the Government Code ("Authority Plan"), and is further authorized and directed to implement and carry out said plan within a community revitalization investment area that complies with and satisfies the requirements of subdivision (d) of Section 62001 of the Government Code ("Authority Plan Area"). The Authority is authorized and directed to take any and all actions necessary and appropriate to identify, prepare, and adopt the Authority Plan and Authority Plan Area.

SECTION 4. The City Council hereby appoints the following three (3) members of the City Council to the Governing Board of the Authority Governing Board ("City Council Members"):

Member 1:
Member 2:
Member 3:

SECTION 5. The City Council Members shall appoint two (2) public members to the Governing Board of the Authority, and such persons shall either reside in or work within the Authority Plan Area ("Public Members"). City staff is hereby authorized and directed to prepare a draft Authority Plan ("Draft Plan") for consideration by the Authority, and between publication of the notice for the first public hearing required by subsection (c) of Section 62004, and the date of the first public hearing on the Authority Plan, the City Council Members shall accept nominations for and make appointments of the Public Members to the Governing Board of the Authority. Such nominations and appointments of the Public Members shall be completed in the manner directed by the City Council Members. The Authority may, on its own initiative, or it shall upon the direction of the City Council, adopt rules and regulations governing the manner and method of future appointments to the Governing Board of the Authority, as well as the terms of office of members of the Governing Board of the Authority.

SECTION 6. Following its adoption of a Plan in accordance with Section 62004 of the Government Code, the Authority is hereby authorized and empowered to do all of the actions and activities authorized by the CRIA Law, including but not limited to those set forth in Section 62002 of the Government Code.

SECTION 7. This Resolution is exempt from the California Environmental Quality Act pursuant to Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that the actions authorized by this Resolution will not have an impact on the environment, in that the Authority's adoption of the Authority Plan and Authority Plan Area are subject to future discretion of the Governing Board of the Authority, and the Authorities contents and scope of the Authority Plan and Authority Plan Area are too speculative at this time to enable environmental review.

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 13th day of February 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 2024-25, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION 2024-02 SA

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER BANNING REDEVELOPMENT AGENCY MAKING CERTAIN FINDINGS RELATING TO THE CITY OF BANNING'S CREATION OF A COMMUNITY REVITALIZATION INVESTMENT AUTHORITY TO OPERATE WITHIN THE COMMUNITY

WHEREAS, the California Legislature approved Assembly Bill 2 (Stats. 2015, c. 319, as amended), and thereby enacted Part 1 (commencing with Section 62000) of Division 4 of Title 6 of the Government Code (the "CRIA Law") to create a planning and financing tool for local governments to address areas characterized by deteriorated buildings in which persons live or work, conditions that make the viable use of buildings or parcels difficult, high business vacancies and lack of employment opportunities, and inadequate public improvements, water, or sewer utilities; and

WHEREAS, the CRIA Law authorizes cities to create a public body, corporate and politic known as a "Community Revitalization Investment Authority" ("CRIA") to operate in the community, and to grant the CRIA jurisdiction to carry out a community redevelopment revitalization plan ("Plan") within a community revitalization investment area ("Plan Area"); and

WHEREAS, a CRIA formed by a city that created a redevelopment agency that was dissolved pursuant to Part 1.85 (commencing with Section 34170) of Division 24 of the Health & Safety Code (the "Dissolution Law") may not become effective until the successor agency of the former redevelopment agency has adopted findings of fact that satisfy the requirements of subsection (b)(3) of Section 62001 of the Government Code; and

WHEREAS the City of Banning has heretofore created a redevelopment agency, known as the Banning Redevelopment Agency ("Former Agency"), which was dissolved by virtue of the Dissolution Law, and the Successor Agency to the Former Agency ("Successor Agency") is charged with overseeing and effectuating the "wind down" of the Former Agency's affairs in accordance with statutory mandates; and

WHEREAS, the City Council of the City of Banning will, contemporaneously with adoption of this Resolution, consider the creation of the Banning Community Revitalization Investment Authority ("Authority") pursuant to the CRIA Law; and

WHEREAS, the Successor Agency desires to facilitate the creation and effectiveness of the Authority by adopting this resolution making the findings set forth in subsection (b)(3) of Section 62001 of the Government Code; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER BANNING REDEVELOPMENT AGENCY HEREBY FINDS, DECLARES, AND RESOLVES as follows:

SECTION 1. The foregoing recitals are true and correct and incorporated herein this Resolution as substantive findings.

SECTION 2. Pursuant to subsection (b)(3) of Section 62001, and based upon staff presentations and reports, public testimony, and other matters presented during its consideration of this matter, the Successor Agency hereby makes the following findings of fact:

(A) The Successor Agency has received a finding of completion from the Department of Finance pursuant to Section 34179.7 of the Health & Safety Code, with such finding of completion dated April 13, 2013;

(B) Neither the City or the Successor Agency is currently or has been a named plaintiff in any litigation against the state in which assets of the Former Agency are the subject, and accordingly no assets of the Former Agency which are the subject of such litigation will be used to benefit any efforts of the Authority, and further that no assets of the Former Agency which may be the subject of any such future litigation will be used to benefit any efforts of the Authority unless such litigation has been resolved by entry of a final judgment by any court of competent jurisdiction and any appeals have been exhausted; and

(C) The Successor Agency has complied with all orders of the State Controller pursuant to Section 34167.5 of the Health & Safety Code, as such orders and the Successor Agency's compliance therewith are evidenced by the State Controller's Asset Transfer Review for the City of Banning.

SECTION 3. The Secretary of the Successor Agency shall certify to the adoption of this Resolution, and it shall become effective immediately upon approval.

PASSED, APPROVED AND ADOPTED this 13th day of February 2024.

Alberto Sanchez, Chairperson
Banning Successor Agency

ATTEST:

Caroline Patton, Secretary
Banning Successor Agency

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, Agency Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Successor Agency, do hereby certify that the foregoing Resolution 2024-02 SA, was duly adopted by the Successor Agency of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Successor Agency

Community Revitalization and Investment Authority (CRIA) Next Steps for Implementation

February 13, 2024

Prepared by:
Kosmont Companies

Executive Summary

- City of Banning has potential for private sector investment and development across multiple opportunity site areas in the City

- Investments in critical infrastructure and property assemblage, particularly in the Downtown / Ramsey Street area, are needed to support investment and economic revitalization

- A public/private financing strategy that includes Tax Increment Financing (TIF) financing in the form of a Community Revitalization and Investment Authority (CRIA) has been evaluated by staff and consulting firm Kosmont to be well-suited to capture value from new development to fund acquisition and infrastructure costs, particularly due to eminent domain authority of CRIA

- CRIA funding capacity is estimated in the range of $23 to $46 million in present value terms (25% of funding being set aside for affordable housing uses, or $6 to $11 million)

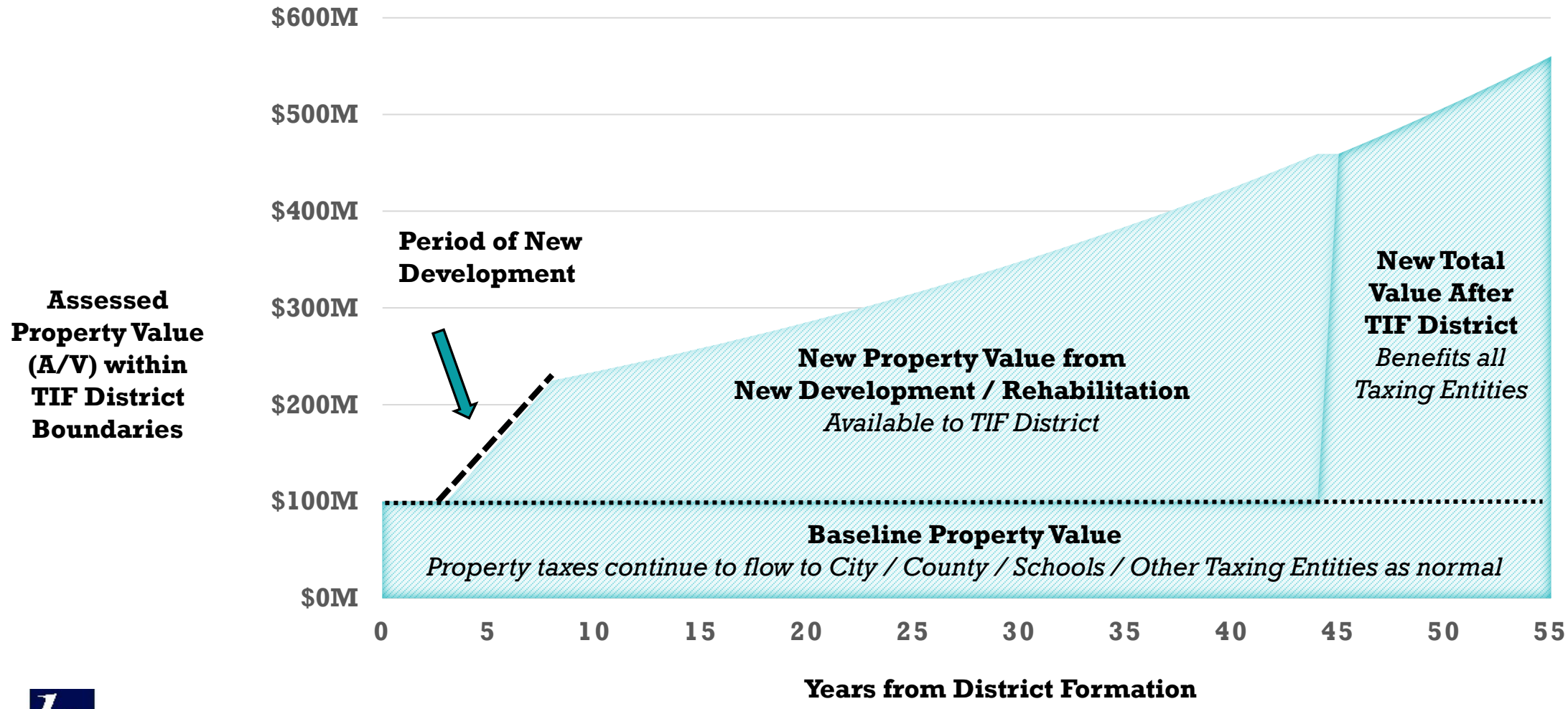
Executive Summary (Continued)

- City staff and consultants have had multiple discussions with County of Riverside staff and elected officials, and the conditions required by the County for partnership in the CRIA would render the CRIA financially infeasible for the City
- It is thus suggested that the City proceed with CRIA implementation without the County
- Purpose of today's meeting is to formally create the CRIA entity and appoint City Councilmembers to the CRIA governing board
- Next steps include drafting the guiding CRIA Plan, followed by a set of public meetings and hearings to present and vet the CRIA Plan with the community
- Completion of the CRIA formation process is anticipated in the Fall of 2024

Outline

1. Overview of TIF / CRIA
2. Banning CRIA Boundary and Strategic Considerations
3. Targeted Property Assembly Activities and Infrastructure Projects
4. Financing and Funding Alternatives
5. Next Steps

What is Tax Increment Financing (TIF) – Not a New Tax



Note: Illustrative. Conservative 2% growth of existing assessed value (A/V) shown; does not include mark-to-market increases associated with property sales.

CRIA Fundamentals

Term	30 years to issue debt; 45 years to repay
Governance	Public agency separate from the city, county that created it; implements governing document (CRIA Plan)
Eligibility	City or County that meets disadvantaged community definitions (median income, unemployment, crime, deterioration)
Approvals	Mandatory public hearings for formation (includes protest opportunity); no public vote to issue debt
Eligible Projects	Infrastructure, affordable housing, remediation, acquire and transfer property (incl. via **eminent domain**), loans and grants to property owners and businesses; 25% affordable housing set aside

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Does NOT increase property taxes

CRIA versus Former Redevelopment Agencies
Sample of Similarities and Differences

	Former RDA	CRIA
Eligible Use of Funds	• Infrastructure and affordable housing • Market-rate housing • Parcel assembly • Tax and other private business / developer subsidies, incl. golf courses, casinos, big box retail, auto malls	• Infrastructure and affordable housing • Market-rate housing • Parcel assembly • Assistance to businesses • Assistance **not** allowed for golf courses, casinos, big box retail, auto malls
Eminent Domain / Condemnation	• Allowed	• Allowed for first 12 years of CRIA lifetime
Eligible Areas	• Must qualify as "blighted" with loose definition	• "Blight" defined quantitatively
Governance	• City Council or County Board • School entity participation	• CRIA Board, including public members (no school entities)
Formation	• Vote of governing body, limited ongoing review	• 3 public hearings, majority protest opportunity, annual review required, "check-in" at 15 years post-formation

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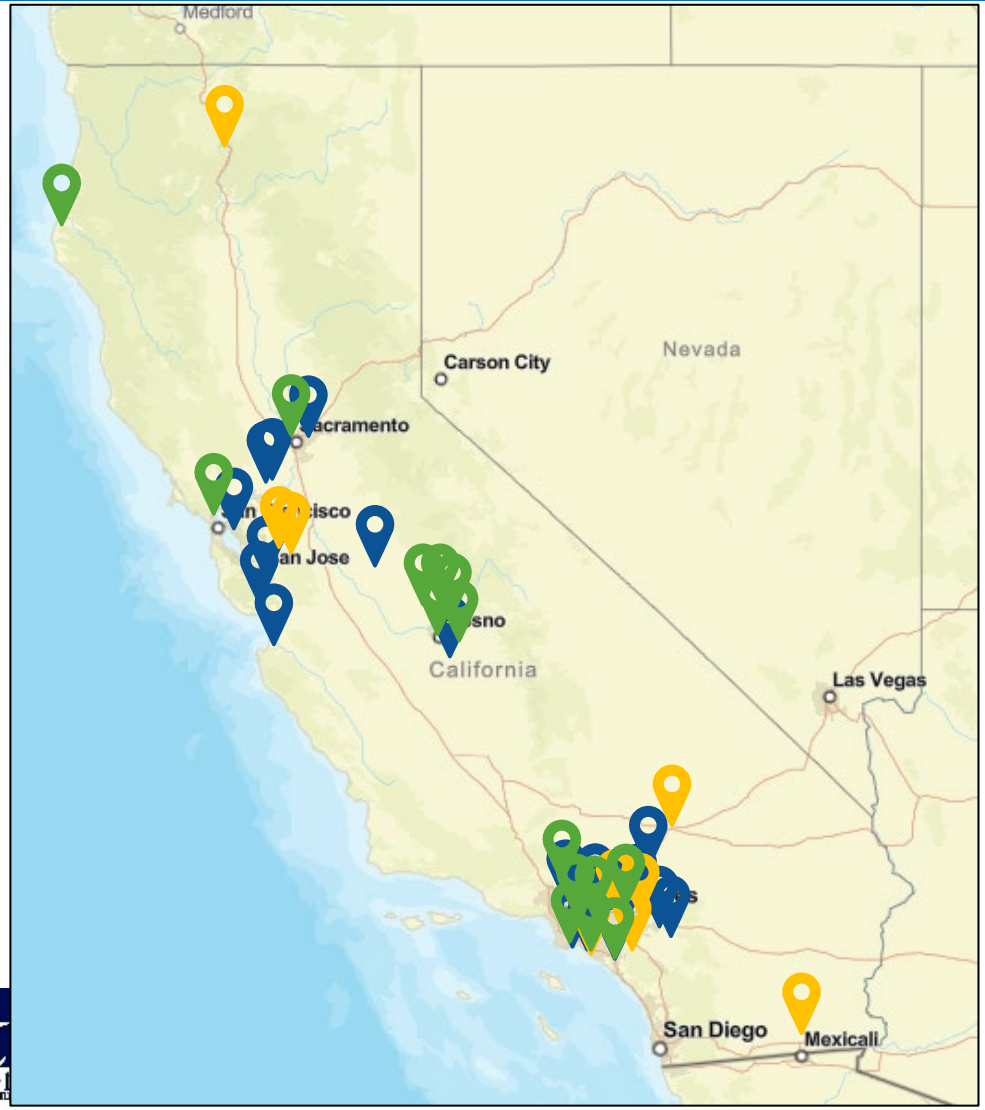
Why are Public Agencies Authorizing TIF Districts?

1. Return on Investment: Private sector investment induced by district commitment accelerates growth of net fiscal revenues, job creation, housing production, essential infrastructure improvements

2. Ability to attract additional funds / other public money ("OPM") – tax increment from other entities (county, special districts), federal / state grants / loans (e.g., for TOD, water, housing, parks, remediation)

3. Eminent domain authority (specific to CRIA)

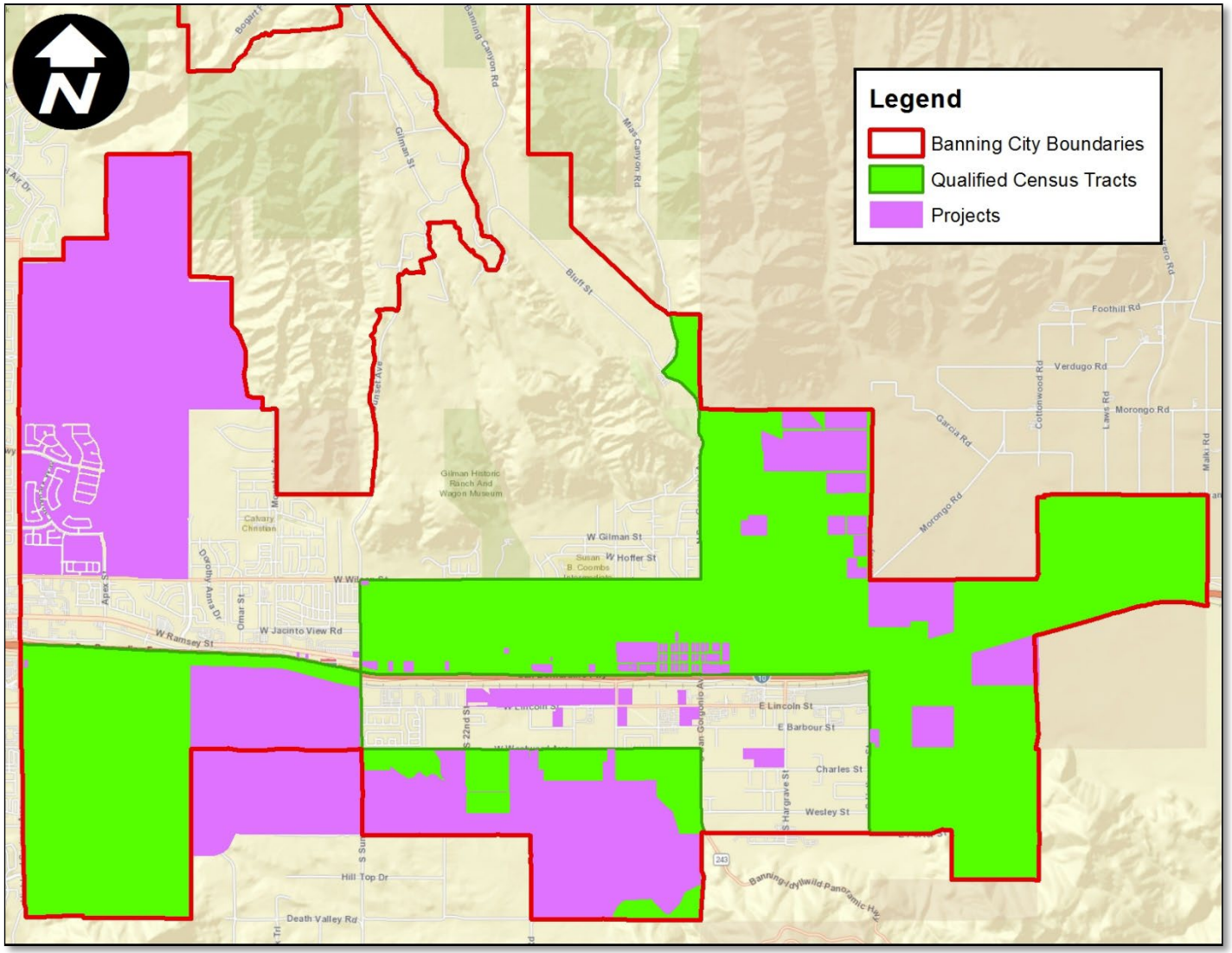
TIF Districts in Progress Statewide
(Partial List)



Jurisdiction	Purpose
Apple Valley	Industrial and housing supportive infrastructure
Banning	Downtown revitalization, industrial infrastructure
Barstow	Industrial and housing supportive infrastructure
Brentwood	Housing, employment, and transit-supportive infrastructure
Buena Park	Mall reimagination, housing-supportive infrastructure
Carson + L.A. County	Remediation, affordable housing, recreation
Citrus Heights	Mall reimagination
Covina	Downtown housing and blended use supportive infrastructure
Fairfield	Downtown, housing, and transit-supportive infrastructure
Fresno	Downtown, housing and transit-supportive infrastructure
Fresno County	Industrial and commercial supportive infrastructure
Humboldt County	Coastal mixed-use and energy supportive infrastructure
Indian Wells	Housing and tourism-supportive infrastructure
Imperial County	Industrial, renewable energy, and housing and infrastructure
La Verne + L.A. County	Housing and transit-supportive infrastructure
Long Beach	Economic empowerment and affordable housing
Los Angeles (Downtown, San Pedro, other)	Affordable housing and transit-supportive infrastructure
Los Angeles County Uninc. West Carson	Housing / bio-science / tech infrastructure
Madera County (3 Districts)	Water, sewer, roads and other housing infrastructure
Modesto + Stanislaus County	Downtown, housing, and recreation infrastructure
Mount Shasta + Siskiyou County	Rural brownfield mixed-use infrastructure
Napa	Downtown, housing, tourism supportive infrastructure
Oakland	Affordable housing and infrastructure
Ontario	Industrial and housing infrastructure
Palmdale + L.A. County	Housing and commercial infrastructure
Pittsburg	Housing, commercial, and tech park infrastructure
Placentia + Orange County	Housing and TOD infrastructure
Rancho Cucamonga	Blended use and connectivity infrastructure
Redlands	Education related and blended use infrastructure
Redondo Beach + L.A. County	Parks / open space, recreation infrastructure
Riverside	Affordable housing and infrastructure
Sacramento County (Unincorporated)	Industrial / commercial supportive infrastructure
San Jose	Affordable housing and TOD infrastructure
Sanger	Housing and commercial supportive infrastructure
Santa Cruz	Downtown and blended use infrastructure
Santa Fe Springs	Blended use infrastructure
Selma	Water, sewer, and other housing supportive infrastructure
Vacaville	Housing and business park infrastructure
Yucaipa	Housing and commercial infrastructure

Fully Formed | **In Formation Process** | **Under Evaluation**

CRIA Qualification Analysis
+ *Economic Development Opportunity Sites*

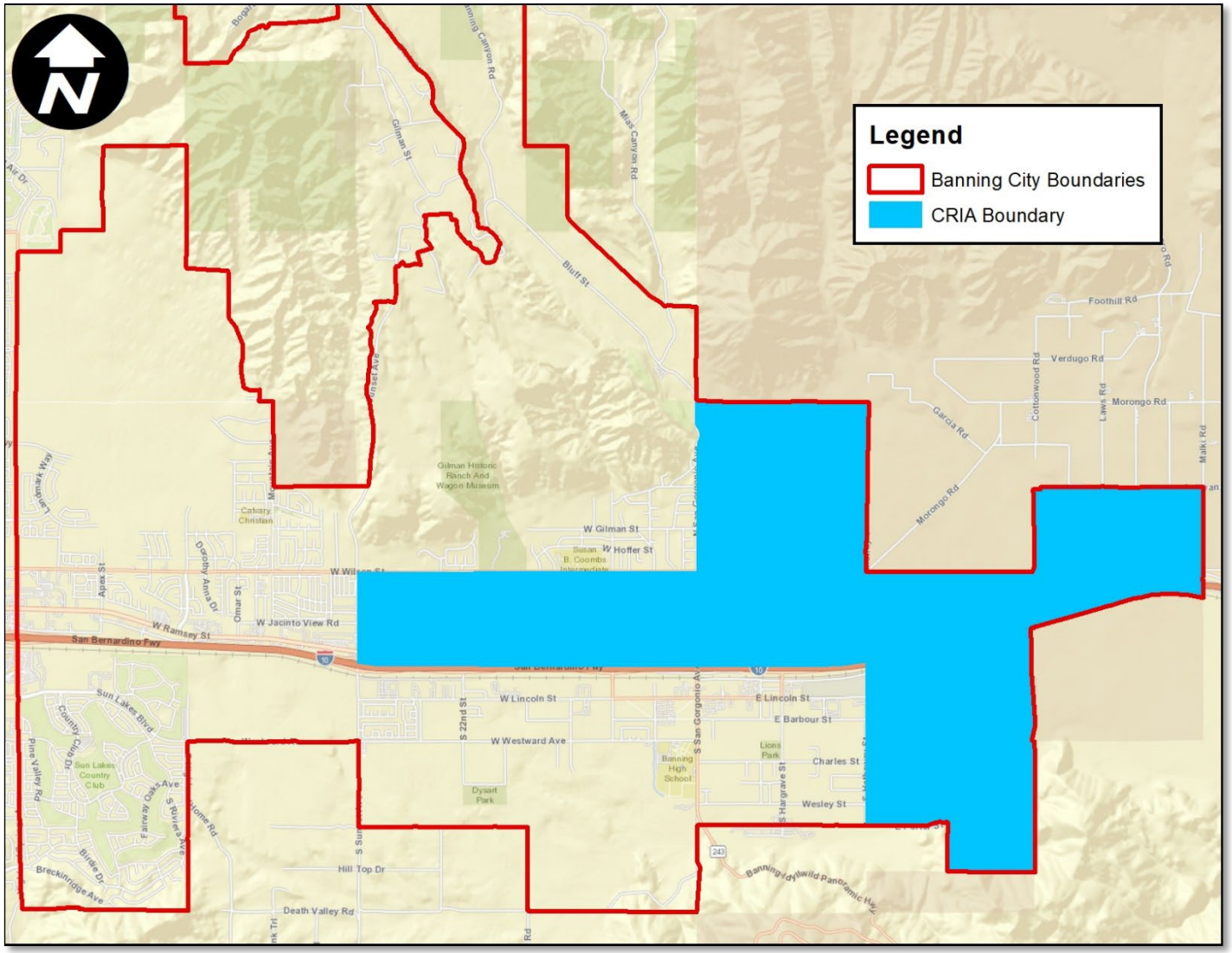


- Income
- Unemployment
- Crime
- Planned and proposed projects

Source: City of Banning, ESRI (2023)

Draft CRIA Boundary

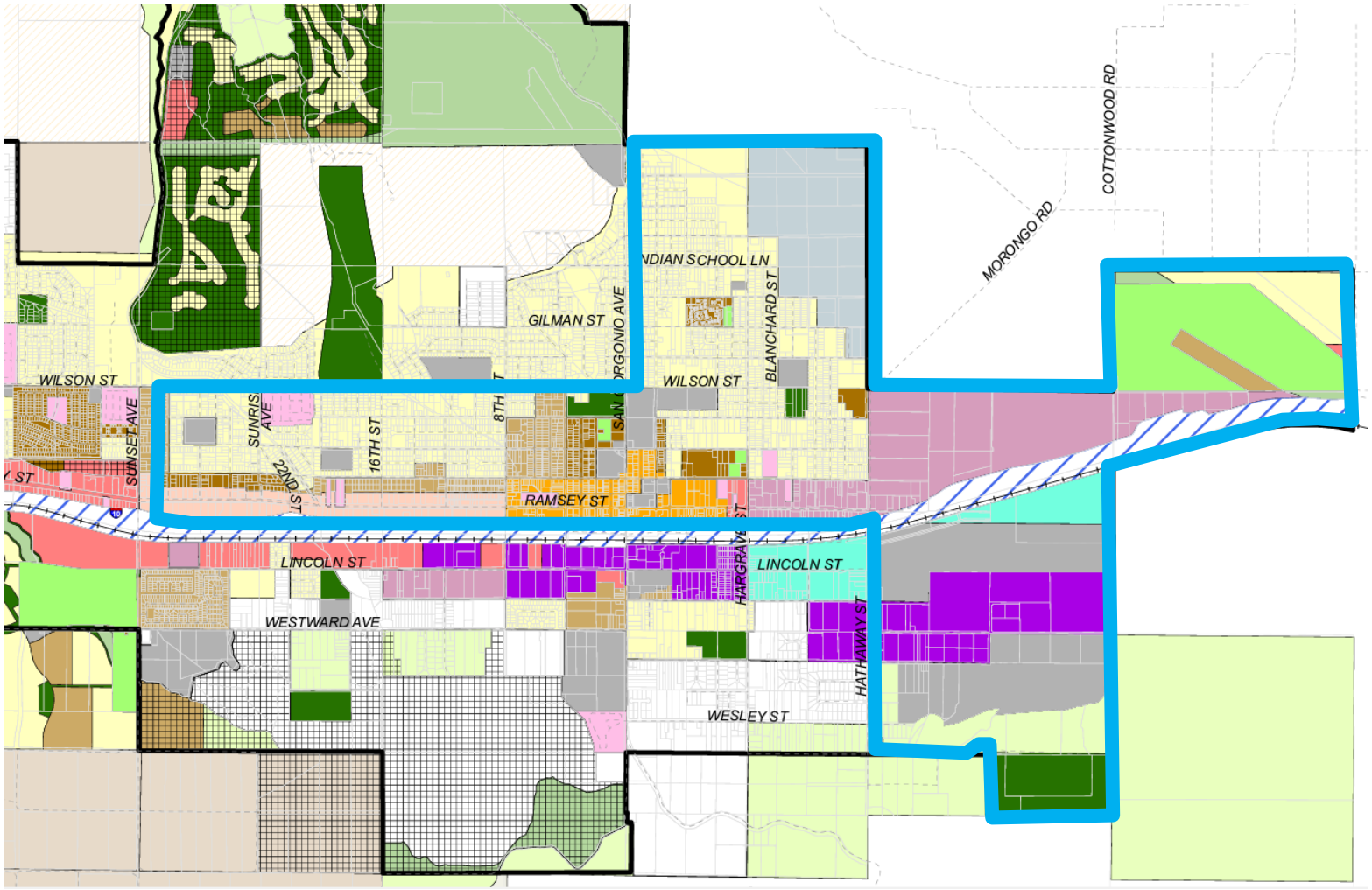
Refined Iteratively Over the Last 12 Months



- Approx. 3,226 acres (22% of Citywide acreage)
- Approx.$766.9M in existing assessed value (32.7% of Citywide A/V)
- *(100% within the City of Banning)*

Source: City of Banning, Riverside County Auditor-Controller (2023)

CRIA Boundary Land Uses



- Airport Industrial
- Business Park
- Downtown Commercial
- General Commercial
- High Density Residential (11-18 du/ac)
- High Density Residential-20/Affordable Housing
- Highway Serving Commercial
- Industrial
- Industrial-Mineral Resources
- Low Density Residential (0-5 du/ac)
- Medium Density Residential (0-10 du/ac)
- Mobile Home Parks
- Open Space - Hillside Preservation
- Open Space - Parks
- Open Space - Resources
- Professional Office
- Public Facilities

Source: City of Banning, General Plan and Zoning Map (2021)

Potential Targeted Improvements

- Acquisition / assemblage of underutilized parcels for redevelopment, particularly along Ramsey Street
- Development off-site infrastructure (e.g., water / sewer / storm drain, other utilities)
- Roadway, streetscape improvements
- Affordable housing
- Parks and open space

Future Development Assumptions
Absorption Assumed over 30 Years

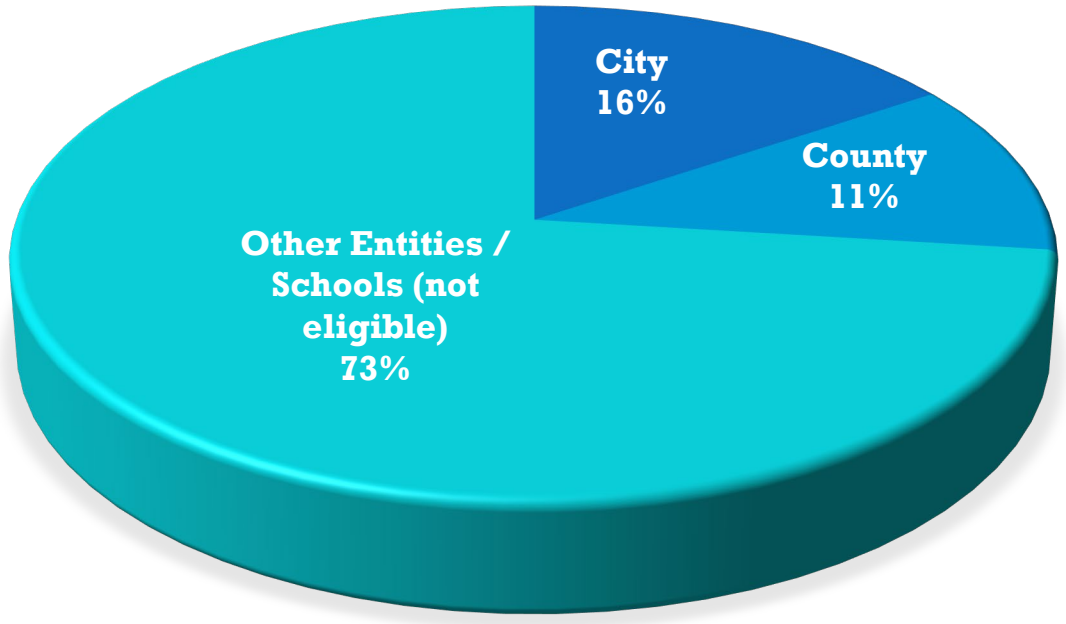
Area	# SF or Units	Estimated AV Factor	Estimated Total AV at Buildout
Residential	600 units	$325,000 per unit	$195 million
Industrial	3,000,000 SF	$185 PSF	$555 million
Cannabis/Flex Space	65,000 SF	$165 PSF	$11 million
Grandave Studios	225,000 SF	$165 PSF	$37 million
Retail	80,000 SF	$250 PSF	$20 million
Total New Development Assumed within CRIA Study Area			**$818 million**

Note: AV at buildout values in current 2024 dollars.
Source: City of Banning Planning and Economic Development Staff, CoStar (2023)

Potential Partner Agencies
Property Tax Distribution

- Primary non-school recipients and potential contributors of property tax are **City of Banning** and **County of Riverside**
- City receives approx. **16%** of every $1 collected in property taxes within the CRIA Study Area
  - City additionally receives equivalent of approx. **11%** of property tax in lieu of MVLF, also available to CRIA
- County receives approx. **11%**
  - County additionally receives equivalent of approx. **9%** of property tax in lieu of MVLF, also available to CRIASchool-related entities cannot participate

Weighted Average Property Tax Distribution within CRIA Study Area



Tax Rate Area (TRA) weighted average distributions for CRIA Study Area shown. Post-ERAF (Education Revenue Augmentation Fund) distribution.
Parcels within former Redevelopment Agency Project Areas are subject to RPTTF revenue flow until expiration of ROPS obligations.
Source: Riverside County Auditor Controller (2023)

Scenario Analysis Summary Matrix
Boundary Scenario #2

CRIA Revenue Contribution Scenario	Year 5 Accumulated Revenue + Bonding Capacity*	Year 10 Accumulated Revenue + Bonding Capacity*	45-Year Present Value @ 3%	25% Affordable Housing Set-Aside
A) City 25% Scenario	$2,428,000	$7,593,000	$22,950,000	$5,738,000
B) City 50% Scenario	$5,501,000	$15,831,000	$45,900,000	$11,475,000

City contribution includes contribution from both AB8 + MVLF in-lieu property tax.

** Bonding capacity assumes Year 5 is first bond issuance for CRIA. "Year 5 means fifth year of revenue following district formation. Net proceeds shown. Bondable revenue assumes $25,000 admin charge, 150% debt service coverage. 6.5% interest rate; 30-year term. Proceeds net of 2% underwriter's discount, estimated reserve fund (maximum annual debt service), costs of issuance estimated at $350,000.*

Source: Kosmont Financial Services (KFS), registered municipal advisor.

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Nominal vs. Present-Value Dollars

Revenue Allocation Scenarios	Present Value Dollars *(3% Discount Rate)*	Nominal 2024 Dollars
City 25% Scenario	$23M	$52M
City 50% Scenario	$46M	$103M

Potential Cash Flow / Debt Issuance Approaches

- Kosmont Financial Services is in active discussions with public finance underwriters regarding CRIA debt issuances in other jurisdictions
- Underwriters have proposed several approaches for the leverage of CRIA tax increment for accelerated debt issuance (e.g., 2-3 years from CRIA formation), for example:
  a) CRIA increment only
  b) Overlapping CRIA and CFD (CFD Backstop) – landowners / developers must be willing to pay CFD special taxes in the short term (e.g., 5-10 years) until CRIA increment reaches a level to cover debt service
  c) CRIA increment with City or County general fund backstop
- There are advantages and disadvantages with each approach (e.g., upfront proceeds available, public agency risk, cost of capital)
- Additional alternatives are available if private sector partners (e.g., landowners / developers are willing to advance infrastructure funding in exchange for reimbursement from CRIA proceeds)

CRIA Helps Attracts Other Funding

Communities with CRIAs are more likely to win state grant funding sources

Federal & State Sources

- *Cap-and-Trade / HCD grant & loan programs (AHSC, IIG, TCC)*
- *Prop 1 bond funds / Prop 68*
- *SB 1 Road funds*
- *SB 2 Transfer Tax funds*
- *Federal DOT / EPA / EDA funding*



Other Potential Funding Sources

- *Development Agreement / impact fees*
- *Benefit assessments (e.g., contribution from CFD)*
- *Private investment*

City "Return on Investment"

- Implementation of regional economic development policy objectives, including affordable housing, community revitalization in a Disadvantaged Community, quality of life improvement

- Jobs and wages from both temporary construction activities and ongoing operation of new development, including 2,400+ permanent new jobs

- Acceleration of development and related fiscal revenues: **$24.1 million** in present value **fiscal benefit** for City General Fund over 45 years, net of tax increment contribution to EIFD, and net of estimated fiscal expenditures (45-year, 25% City allocation example)

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Fiscal ROI – Summary of Potential Net Fiscal Impacts
Net of 25% Increment Contribution to Banning CRIA

	Annual (Stabilized Year 20)	Year 0-45 Nominal Total	Year 0-45 Present Value @ 3.0%
City of Banning			
Estimated Fiscal Revenues (Net of CRIA Allocation)	$4,445,310	$205,601,200	$89,224,300
Estimated Fiscal Expenditures	$3,083,000	$158,519,500	$65,168,600
Estimated Net Fiscal Impact to City	**$1,362,310**	**$47,081,700**	**$24,055,700**

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Potential CRIA Formation Schedule

Target Date	Task
TODAY: Feb 13, 2024	a) City adopts resolution creating the CRIA entity
Feb-Mar 2024	b) CRIA drafts Community Revitalization and Investment Plan (CRIA Plan)
Apr 2024	c) Distribute draft CRIA Plan to property owners and residents within CRIA boundary
May 2024	d) Initial CRIA public meeting to present the draft CRIA Plan to the public and property owners
Jul 2024	e) CRIA Public Hearing #1 to hear written and oral comments but take no action
Jul or Aug 2024	f) City Council considers resolution approving the CRIA Plan and allocation of property tax increment to CRIA
Aug 2024	g) CRIA Public Hearing #2 to hear additional comments and take action to modify or reject Plan, if appropriate
Sept 2024	h) CRIA Public Hearing #3 to consider oral and written protests and take action to terminate proceedings or adopt CRIA Plan by ordinance

- Tax increment allocation begins fiscal year following district formation
- Debt issuance, if desired, would occur after a stabilized level of tax increment has been established

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Next Steps / Action Items

- For Tonight:

  a) City Council to consider Resolution forming the CRIA entity

  b) Successor Agency to consider Resolution making findings of pre-requisites to CRIA formation

- Staff and consultants to prepare draft CRIA Plan, distribute publicly via mail and website, convene a public meeting of the CRIA to present the draft CRIA Plan (targeting May 2024)

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THANK YOU

Questions?

Kosmont Companies
1601 N. Sepulveda Blvd. #382 Manhattan Beach, CA 90266
Ph: (424) 297-1070 | Fax: (424) 286-4632
www.kosmont.com

Disclaimer

The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

Discussions or descriptions of potential financial tools that may be available to the City are included for informational purposes only and are not intended to be to be "advice" within the context of this Analysis.

Municipal Advisory activities are conducted through Kosmont Companies' affiliate, Kosmont Financial Services, which is Registered as a Municipal Advisor with the SEC and MSRB.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**

MEETING DATE: **February 13, 2024**

SUBJECT: **Consideration and Adoption of Resolution 2024-27, A Resolution of the City Council of the City of Banning, California, Authorizing a Waiver of Fees in an Amount Not to Exceed $20,000 for Habitat-for-Humanity of the San Gorgonio Pass, Associated with the Processing of a Tentative Parcel Map (TPM) on Three Parcels Located at the Southwest Corner of W. Wilson Street and N. 8th Street in the City of Banning (APNs: 540-033-045, -046, and -047)**

RECOMMENDATION:

City staff recommends that the City Council adopt Resolution 2024-27.

BACKGROUND:

Habitat-for-Humanity ("Habitat") 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. Habitat 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; and -047) which is referenced herein. The requested Fee Waiver would incorporate the City's application fees for Development Review by Community Development, Public Works, Engineering, and Banning Electric. In addition, these fees also include the City providing customer service associated with the required Planning Entitlements, Public Hearings, Environmental Documentation and Clearance, and Plan Check by the Engineering Division. The City's Fee Estimate for provision of these services is no less than $23,370 a breakdown of which provided below:

PLANNING FEES	
Final Parcel Map	$992.00
Tentative Parcel Map	$8,550.00
Environmental Assessment	$8,505.00
Sub-Total:	**$18,047.00**
ENGINEERING FEES	

Tentative Parcel Map - Preliminary	$2,238.00
Final Parcel Map (Plan Check - 1st Sheet)	$2,275.00
Final Parcel Map (Plan Check - Each Additional Sheet)	$810.00
Sub-Total:	$5,323.00
TOTAL FEES:	**$23,370.00**

Furthermore, the Fee Waiver would cover costs incurred by the City's contracted 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.). Plan Check and Permit Fees associated with future housing units are also not included in this Fee Waiver estimate.

If granted by the City Council, any fees that exceed the waiver of ***$20,000.00*** would be the responsibility of the Applicant, Habitat-for-Humanity.

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 (and reduction) to the City's General Fund in the amount of at least $20,000.00, with the total amount realized within Fiscal Year 2023/2024 (by June 30, 2023).

ALTERNATIVES:

1. Adopt Resolution 2024-27, authorizing a waiver of fees in an amount not to exceed $20,000 for Habitat-for-Humanity of the San Gorgonio Pass, associated with the processing of a Tentative Parcel Map (TPM) on three parcels located at the southwest corner of Wilson St and 8th Street in the City of Banning, CA. (APNs: 540-033-045; -046; and -047).
2. Approve the fee waiver request, but in a reduced amount to be determined by the City Council.
3. Do not approve the fee waiver request and provide alternative direction to Habitat-for-Humanity.
4. Continue the item and request that staff to provide additional research or information, as directed by the City Council.

ATTACHMENTS:

1. Resolution 2024-27, Habitat for Humanity Fee Waiver Request.docx
2. LAND USE EXHIBITS.pdf
3. January 14, 2020 - CC Agenda Packet & Minutes.pdf

RESOLUTION 2024-27

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING A WAIVER OF FEES IN AN AMOUNT NOT TO EXCEED $20,000 FOR HABITAT-FOR-HUMANITY OF THE SAN GORGONIO PASS, ASSOCIATED WITH THE PROCESSING OF A TENTATIVE PARCEL MAP (TPM) ON THREE PARCELS LOCATED AT THE SOUTHWEST CORNER OF W. WILSON STREET AND N. 8TH STREET IN THE CITY OF BANNING (APNS: 540-033-045; -046; AND -047)

WHEREAS, Habitat for Humanity ("Habitat") 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, Habitat has recently purchased three parcels on N. 8th Street in the City of Banning identified as Assessor's Parcel Numbers 540-033-045, 540-033-046, and 540-033-047; and

WHEREAS, Habitat intends to improve the properties by constructing affordable single-family residences in partnership with families in need of places to live; and

WHEREAS, Habitat's homebuyers help to build their own homes alongside volunteers and pay an affordable mortgage; and

WHEREAS, Habitat has requested the City's approval of a waiver of (1) application fees for development review of the proposed projects by the Community Development Department, the Public Works Department, and the Electric Utility, and (2) fees for the City providing customer service associated with the required land use entitlements, public hearings, environmental documentation and clearance, and plan check (collectively, "Plan Check and Development Review Fees"); and

WHEREAS, the requested waiver of the Fees will have an impact (and reduction) to the City's General Fund in an amount up to $20,000.00, with the total amount realized within Fiscal Year 2023/2024 (by June 30, 2024); and

WHEREAS, 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).

WHEREAS, 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.

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 waive the Plan Check and Development Review Fees not-to-exceed $20,000 for Habitat's improvement of the parcels identified as APNs: 540-033-045, -046, and -047.

SECTION 2. The City Council directs the City Manager, or his designee, to work with Habitat's representatives to process a Tentative Parcel Map (TPM) application and coordinate with internal City staff on the assignment and delegation of staff resources.

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 13th day of February 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 2024-27, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of February 2024 by the following vote, to wit:

AYES:

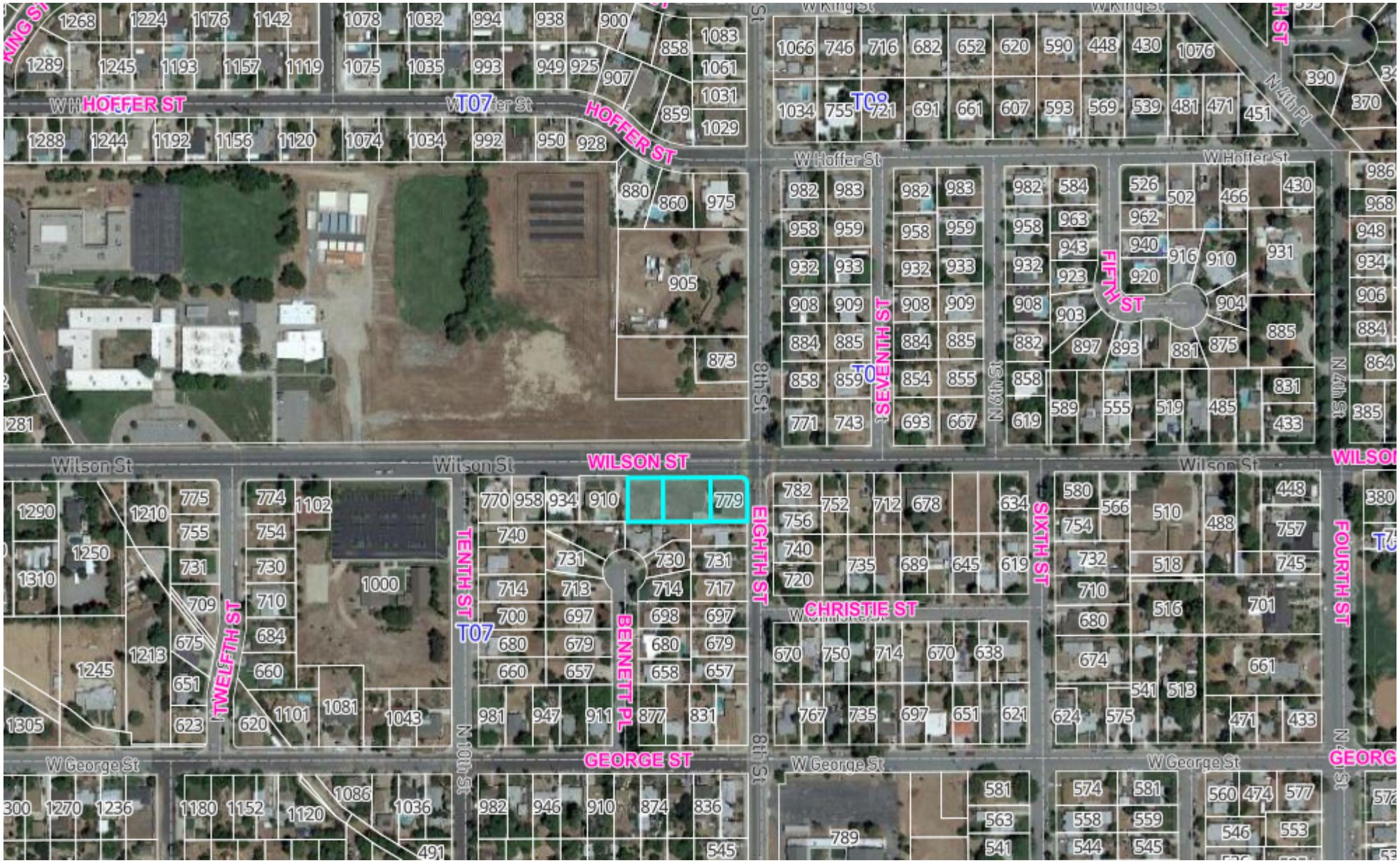
NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

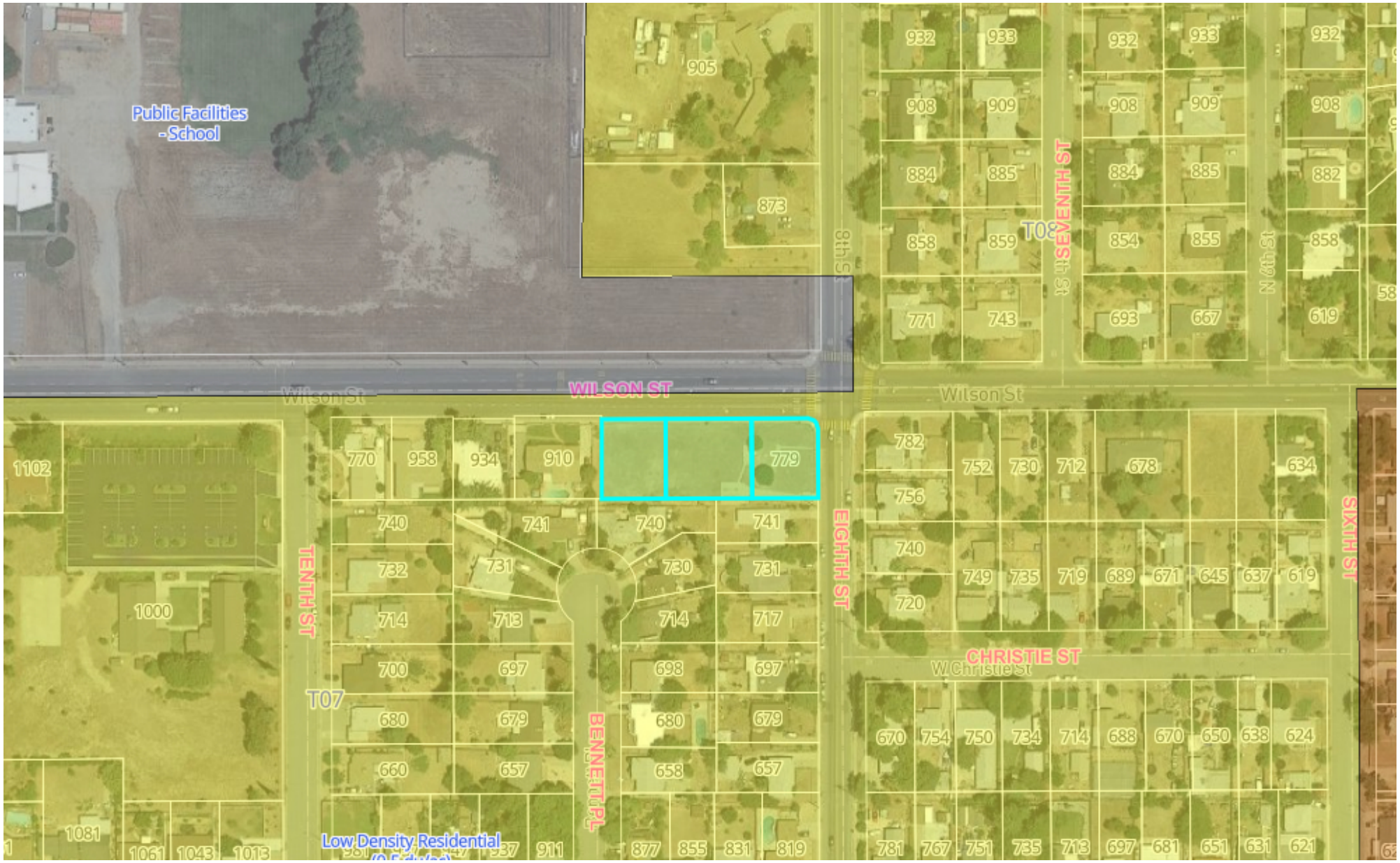
HABITAT-FOR-HUMANITY PROPERTIES



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.

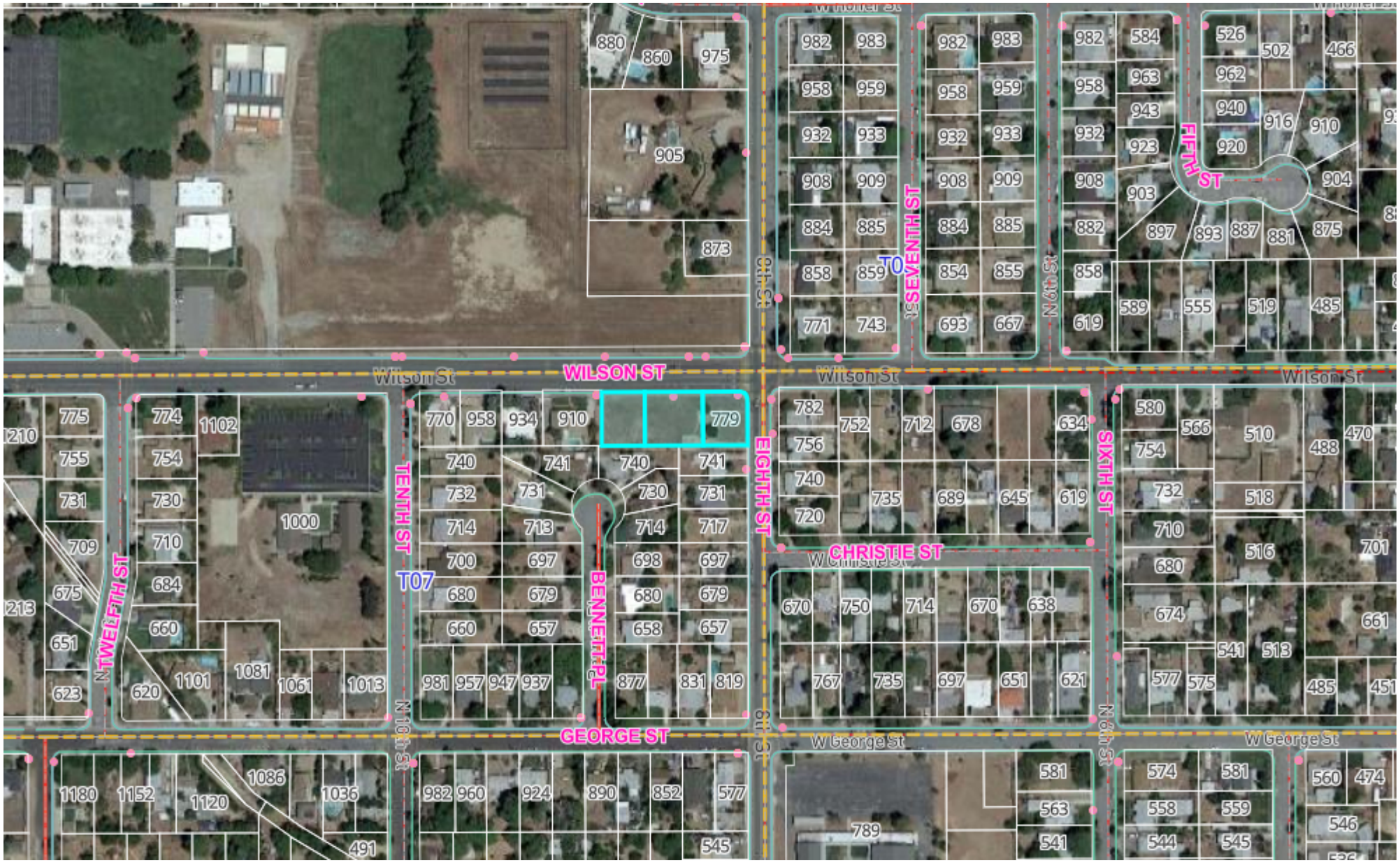
GENERAL PLAN LAND USE DESIGNATION/ZONING CLASSIFICATION



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.

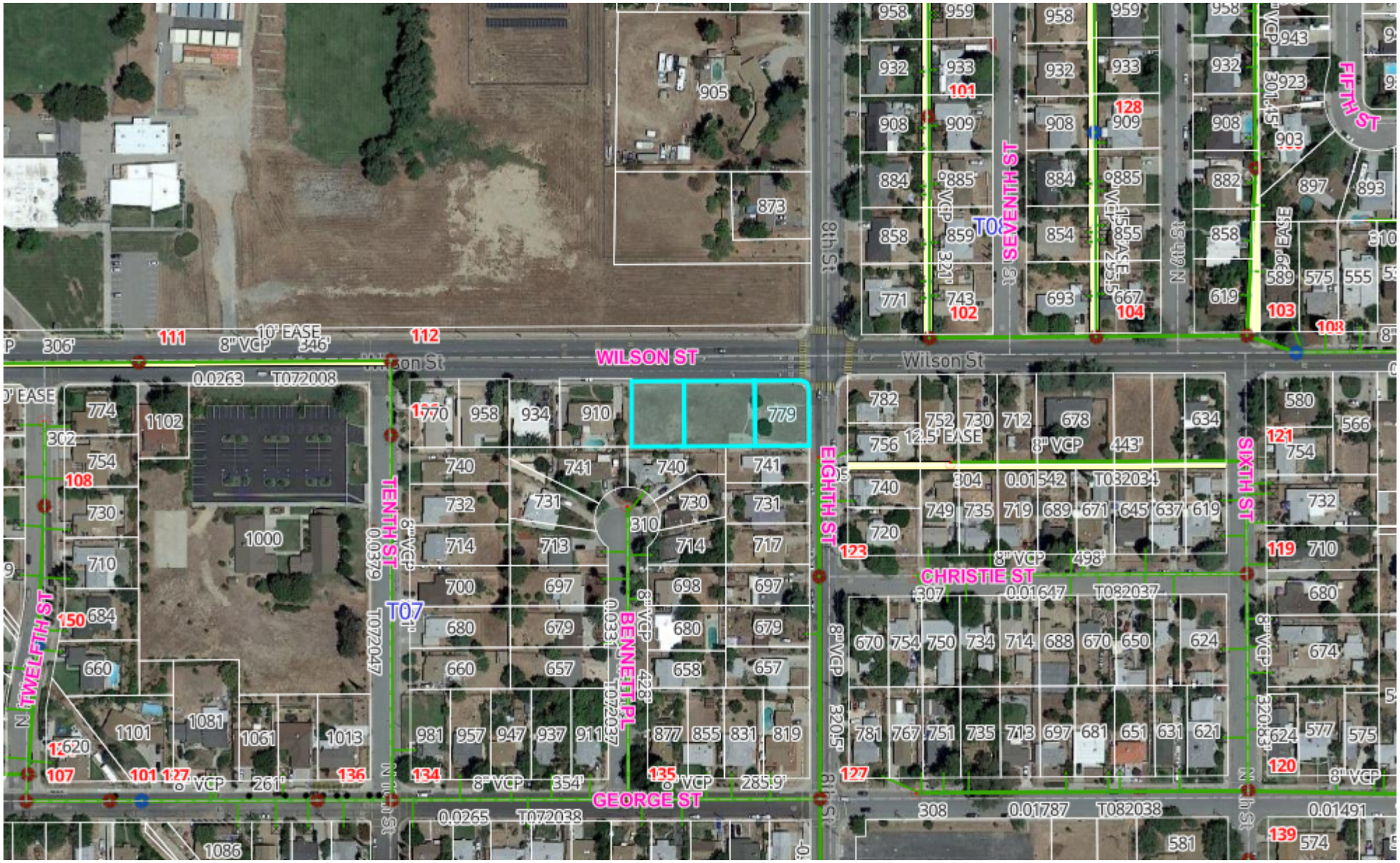
ROAD/STREET ASSESTS



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.

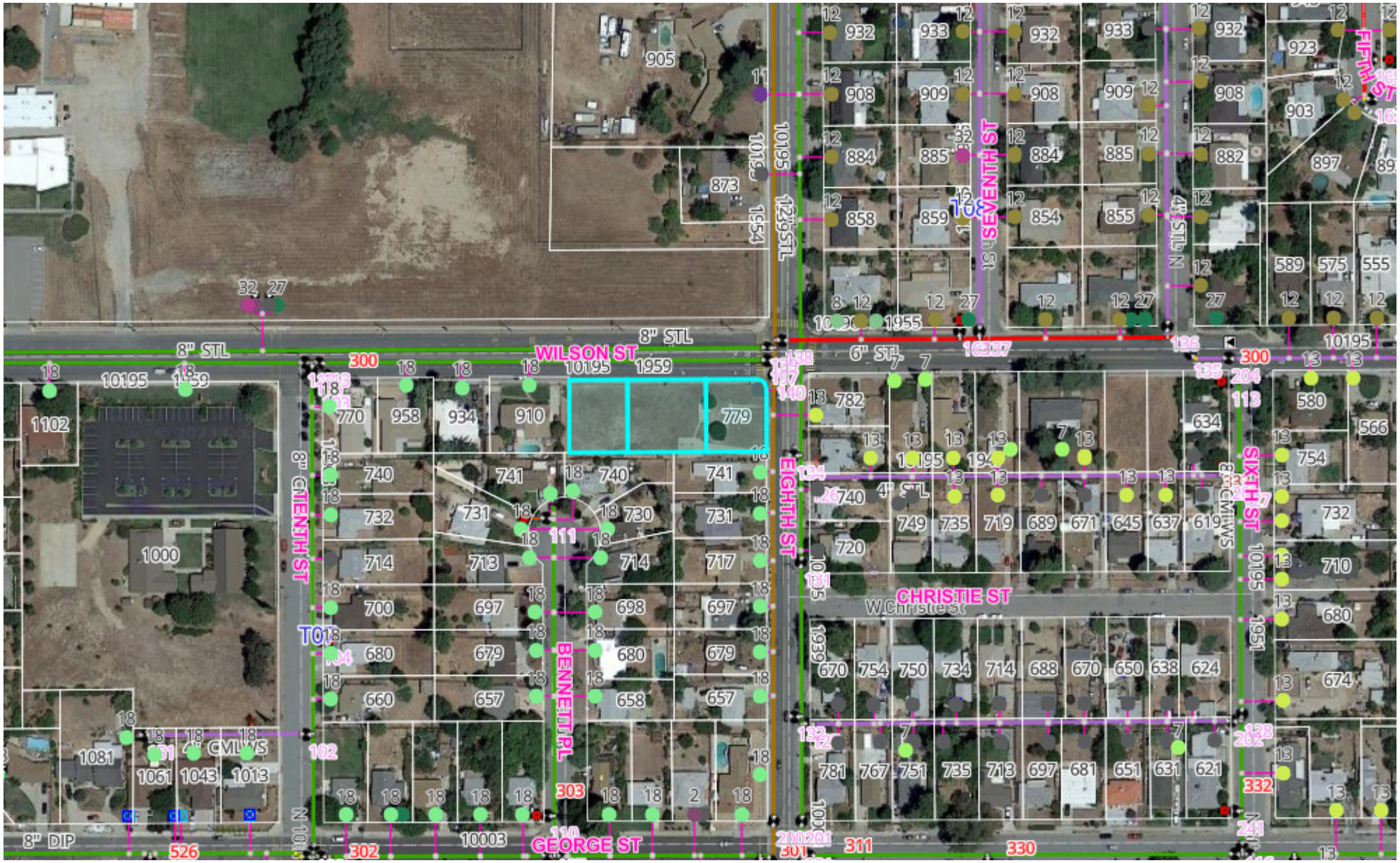
SEWER ASSESTS



1" = 243 ft	SWC (8th St. & Wilson St.)	12/29/2023	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.

WATER ASSETS



1" = 219 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.

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:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**February 13, 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:	**Art Vela, Public Works Director**
MEETING DATE:	**February 13, 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


Harley Knox Blvd 1½
Ramona Expwy 3
Cajalco Expwy


Desert Hot Springs
Palm Springs


Indio