AGENDA

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

February 27, 2024
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

Per City Council Resolution 2016-44, matters taken up by the Council before 10 p.m. may be concluded, but no new matters shall be taken up except upon a unanimous vote of the council members present and voting. Such an extension shall only be valid for one hour and each hour thereafter shall require a renewed action for the meeting to continue.

1. CALL TO ORDER

1.1 INVOCATION
Performed by Reverend Dunn

1.2 PLEDGE OF ALLEGIANCE

1.3 ROLL CALL

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

3. PRESENTATIONS

3.1 Proclamation for Women's History Month
Recommendation: Proclaim March 2024 Women's History Month.

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 February 6 and 13, 2024 City Council Meetings
Recommendation: Approve the minutes of the February 6 and 13, 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 Accounts Payable and Payroll Warrants Issued in the Month of January 31, 2024
Recommendation: Review and ratify the warrants for period ending January 31, 2024, per California Government Code Section 37208.

6.4 Receive and File Cash and Investments Report for the Month of January 2024
Recommendation: That City Council receive and file Cash and Investment Report for January 2024 on this day, February 27, 2024, in accordance with California Government Code 53646.

6.5 Receipts, Disbursements, & Fund Balances Reporting for January 2024 and Fiscal Year 2022-23 and 2023-24 Year-To-Date
Recommendation: Receive and file Receipts, Disbursements, & Fund Balances Reporting for January 2024 and Fiscal Year 2022-23 and 2023-24 Year-To-Date Interactive Report.

6.6 Receive and File Police Department Statistics for the Month of January 2024
Recommendation: Receive and file Police Department statistics for the month of January 2024.

6.7 Receive and File Fire Protection Services Statistics for the Month of January 2024
Recommendation: Receive and File Fire Department statistics for the month of January 2024.

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

6.9 Receive and File Code Enforcement Update and Statistics for the Month of January 2024
Recommendation: Receive and File Code Enforcement Update and Statistics for the Month of January 2024.

6.10 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.

6.11 Bulky Item Collection/Compost Giveaway Event Update
Recommendation: This is informational only; receive and file report.

6.12 Authorize the City Manager to Sign the Notice of Completion for Project No. WA22G1, "Drilling, Construction, Development, and Testing of City of Banning Well C-8" as Complete and Direct the City Clerk to Record the Notice of Completion
Recommendation: Staff recommends that City Council accept Project No. 2018-02W, "Drilling, Construction, Development, and Testing of City of Banning Well C-8" as complete, authorize the City Manager or his designee to sign the Notice of Completion, and direct the City Clerk to record the Notice of Completion.

6.13 Consideration of Resolution 2024-29, Approving Final Tract Maps 37388-1, 37388-2, 37388-3; Releasing the Maps for Recordation; Authorizing Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; and, Accepting Faithful Performance and Labor Bonds for Public Improvements
Recommendation: That the City Council adopt Resolution 2024-29 approving Final Tract Map 37388-1, 37388-2, 37388-3 and releasing the maps for recordation; authorizing staff to sign the Subdivision Improvement Agreement and Final Tract Maps; and accepting the Faithful Performance and Labor Bonds for public improvements.

6.14 Consideration of Resolution 2024-30, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display
Recommendation: That the City Council approve the Production Agreement with Pyro Spectaculars, Inc. of Rialto, CA in the amount of $32,000 for the aerial fireworks show on July 4, 2024 and authorize the City Manager to execute the agreement.

6.15 Consideration of Resolution 2024-31, Awarding a Professional Services Agreement for the Design of Lions Park Non-Potable Water Irrigation Conversion Project to Kimley-Horn and Associates, Inc. in the amount of $98,749 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $108,623.90
Recommendation: Adopt Resolution 2024-31.

6.16 Consideration of Resolution 2024-34, Authorizing the Submittal of a Water Recycling Funding Program Planning Grant Application for a Request of Approximately $300,000 and Authorizing the City Manager or Designee to Sign and Submit All Required Documents Related to the Planning Grant Application
Recommendation: Staff recommends that City Council adopt Resolution 2024-34:
1. Authorizing the City Manager or designee to sign and submit a Water Recycling Funding Program Planning grant application for a request of approximately $300,000 for the development of a recycled water feasibility study.
2. Authorizing the City Manager or designee to execute and submit all related documents including a financial assistance agreement, assurances, certifications and commitments.

6.17 Consideration of Resolution 2024-35, Approving Amendment No. 6 to a Professional Services Agreement (C00641) with Nobel Systems Inc. for ArcGIS and API Online Services
Recommendation: Adopt Resolution 2024-35.

6.18 Consideration of Resolution 2024-36, Approving Amendment No. 5 to a Professional Services Agreement (C00658) for Planning Services by and between the City of Banning and Romo Planning Group, Inc. (RPG)
Recommendation: Adopt Resolution 2024-36.

6.19 Consideration of Resolution 2024-37, Approving Amendment No. 3 to a Professional Services Agreement (C00608) with Willdan Engineering for Building and Safety Plan Check and Landscape Design Review Services
Recommendation: Adopt Resolution 2024-37.

6.20 Consideration of Resolution 2024-39, Approving an Amendment to the Williams Scotsman Purchase Order (32201) in the Amount of $20,000
Recommendation: Staff recommends the adoption of Resolution 2024-39, approving an amendment to the Williams Scotsman Purchase Order (32201) in the amount of $20,000 for a total purchase order of $47,500.00.

6.21 Consideration of Resolution 2024-41, Authorizing the City Manager to Enter into a Lease Agreement with Haskell Real Estate for Homeless Transitional Housing
Recommendation: Adopt Resolution 2024-41.

6.22 Second Reading and Adoption of Ordinance 1597, Establishing Regulations Governing the Possession of Catalytic Converters, and Amending Title 9 of the Banning Municipal Code
Recommendation: A motion to adopt Ordinance 1597, establishing regulations governing the possession of catalytic converters, and amending Title 9 of the Banning Municipal Code.

6.23 Second Reading and Adoption 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.
Recommendation: A Motion to Conduct the Second Reading and Adopt 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 Sections 15060(c)(2)-(3) and 15061(b)(3).

6.24 Second Reading and Adoption 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, 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 Housing Law; And Making a Determination of Exemption From the California Environmental Quality Act
Recommendation: Conduct second reading and adopt Ordinance 1600.

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

8.1 Introduction and First Reading of Ordinance 1601, An Ordinance of the City of Banning, California, Amending Sections 2.42.030(B), 2.42.040(A), 2.42.040(B)(2) of Chapter 2.42 (Youth Council) of Title 2 (Administration and Personnel) of the Banning Municipal Code to Modify the Composition of, the Meeting Times for, and the Quorum Requirements for the Banning Youth Council, and Making a Determination of Exemption from the California Environmental Quality Act
Recommendation: Introduce and conduct the first reading of Ordinance 1601, as read by title only.

8.2 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.

8.3 Presentation by GHJ Advisors on the Results of the Forensic Investigation of the Electric Department for the Period of 01/01/2018 through 06/30/2023
Recommendation: Receive and file presentation by and report from GHJ Advisors on the results of the Forensic Investigation of the Electric Department for the period of 01/01/2018 through 06/30/2023.

8.4 Consideration of Resolution 2024-32, 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: Adopt Resolution 2024-32.

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

8.6 Consideration of Resolutions 2024-38, 2024-03 UA, and 2024-03 SA, Approving and Adopting the Mid-Year 2023-24 Budget for Fiscal Period July 1, 2023 through June 30, 2024, for the City, Utility Authority and Successor Agency
Recommendation: Adopt Resolutions 2024-38, 2024-03 UA, and 2024-03 SA.

8.7 Consideration of Resolution 2024-33, 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 2024-33.

8.8 Consideration of Resolution 2024-40, Authorizing the Submittal of a Grant Application Under the Bureau of Reclamation WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Program for Fiscal Year 2023 and for Fiscal Year 2024 for up to 25% of the Total Project Costs, Up To $30 Million, for the Wastewater Treatment Plant and Recycled Water Upgrades and Authorizing the City Manager to Executed Related Grant Agreement to Receive Funding
Recommendation: Adopt Resolution 2024-40.

9. DISCUSSION ITEMS

9.1 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.

9.2 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.

9.3 Ring of Honor Selection Committee Appointment
Recommendation: Discussion item only.

10. ITEMS FOR FUTURE AGENDAS

10.1 NEW ITEMS
10.2 EXISTING ITEMS

11. ADJOURNMENT

Next Regular Meeting – March 12, 2024

AFFIDAVIT • DECLARACIÓN JURADA

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

Caroline Patton, Administrative City Clerk
Secretario adjunto de la ciudad

PUBLIC NOTICE • NOTICIA PÚBLICA

Meeting Agendas and Notices

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

Public Comment

Agenda Items

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

Non-Agenda Items

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

Special Assistance/Accessibility Requests

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

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

CONTACT • CONTACTO

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Proclamation for Women's History Month**

RECOMMENDATION:
Proclaim March 2024 Women's History Month.

BACKGROUND:
March is Women's History Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - Women's History Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR
Proclamation

WHEREAS, *American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways; and,*

WHEREAS, *American women have played and continue to play critical economic, cultural, and social roles in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home; and,*

WHEREAS, *American Women have played a unique role throughout the history of the nation by providing the majority of the volunteer labor force of the Nation; and,*

WHEREAS, *America women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and,*

WHEREAS, *American women of every race, class, and ethnic background served as early leaders in the forefront of every major progressive social change movement; and,*

WHEREAS, *American women have served our country courageously in the military; and,*

WHEREAS, *American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and,*

WHEREAS, *despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history.*

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

Women's History Month

BE IT PROCLAIMED *this 27th 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 27, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the February 6 and 13, 2024 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the February 6 and 13, 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 02 06_Minutes_Special Meeting - Workshop.pdf
2. 2024 02 13_Minutes_Special Meeting - Workshop.pdf
3. 2024 02 13_Minutes_Regular Meeting..pdf

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

MINUTES **2/6/2024**
CITY COUNCIL **SPECIAL 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: Serita Young, City Attorney
Marie Calderon, City Clerk
Caroline Patton, Administrative City Clerk

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 5:02 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

- Frank Burgess
- Kathleen Dale
- Bill Hobbs
- Laura Leindecker
- Donald Bradshaw
- Coula Ringgold

3. WORKSHOP

3.1. Interviews of Candidates for Appointment to Fill City Council District 4 Vacancy
- Beverly Berry
- David Happe
- Kennan McCafferty

Mayor Sanchez announced a recess at 6:15 p.m. The meeting was reconvened at 6:32 p.m.

- Diego Rose
- Richard Royce

3.2. Consideration of Resolution 2024-15, Appointing One Candidate to Fill the City Council District 4 Vacancy until a Successor has been Elected at the November 2024 General Municipal Election and Installed in Office

Motion to adopt Resolution 2024-15, Appointing David Happe to fill the City Council District 4 Vacancy.

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 2-1-1.

4. OATH OF OFFICE

City Clerk Calderon administered the Oath of Office.

5. ADJOURNMENT

The Special City Council meeting adjourned at 7:31 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:
None

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 **2/13/2024**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn*
Council Member David Happe
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
Art Vela, Director of Public Works
Lincoln Bogard, Administrative Services Director

*Participated via teleconference.

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 4:02 p.m.

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

None

3. CLOSED SESSION

Serita Young, City Attorney, read the closed session citations.

3.1. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6
Agency Designated Representatives: Doug Schulze, City Manager; Art Vela,

Director of Public Works; Lincoln Bogard, Finance Director; Nicole Jews, Human Resources
Manager; Shelline Bennett of Liebert Cassidy Whitmore (City Counsel)
Employee Organization: International Brotherhood of Electrical Workers (IBEW) General Unit;
International Brotherhood of Electrical Workers (IBEW) Utility Unit; Teamsters

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

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

4. ADJOURNMENT

The Special City Council meeting adjourned at 5:13 p.m.

Minutes Prepared by:

Caroline Patton, Administrative City Clerk

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

This entire meeting and all associated documents may be viewed here:
http://banning.ca.us/755/Agendas-and-Minutes---2024-to-Present

The following information comprises the minutes for a 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 **2/13/2024**
CITY COUNCIL **REGULAR MEETING**

COUNCIL MEMBERS PRESENT: Council Member Sheri Flynn*
Council Member David Happe
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
Ralph Wright, Parks and Recreation Director
Marisol Lopez, Economic Development Manager

*Participated via teleconference.

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:22 p.m.

1.1. Invocation – Acting Chief of Police Thesier led the invocation.

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

1.3. Roll Call

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

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, to place 8.2 before item 8.1.

Motion by Council Member Happe
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

3. PRESENTATIONS

3.1. Proclamation – American Heart Month

3.2. Proclamation – Black History Month

3.3. Proclamation – National Engineers Week

3.4. Quarterly Small Business Recognition – Donut De-Lite

4. REPORT ON CLOSED SESSION

Serita Young, City Attorney reported that there was discussion and direction provided to staff, with no final nor reportable action.

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

5.1. PUBLIC COMMENTS

The following individuals addressed City Council during Public Comment:

- Mary Ann Rickena
- Inge Schuler
- Tania Hershey
- Keenan McCafferty
- Bill Hobbs
- Diego Rose
- Cindy Barrington
- Oleg Ivaschuk
- Richard Royce
- Jeffrey Platt
- Lily Aguilera

5.2. CORRESPONDENCE

None

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a Southern California Association of Governments (SCAG) meeting and the Mayors and Council Members Academy in Monterey, CA.

Mayor Pro Tem Minjares reported on meeting with the Stagecoach Days Association Ad Hoc Committee and the CDBG Ad Hoc Committee.

Council Member Flynn reported on a meeting with Riverside County Transportation Commission (RCTC) and the Mayors and Council Members Academy in Monterey, CA.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on employee benefits and the new Community Calendar.

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

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

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the January 9, 2024 City Council Meetings
6.2 Accounts Payable and Payroll Warrants Issued in the Month of December 31, 2023
6.3 Receive and File Cash and Investments Report for the Month of December 2023
6.4 Receipts, Disbursements, & Fund Balances Reporting for November and December 2023 and Fiscal Year 2022-23 and 2023-24 Year-To-Date
6.5 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
6.7 Receive and File Contracts Approved Under the City Manager's Signature Authority 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
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
6.11 Accept as Complete Various Public Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration
6.12 Consideration of Resolution 2024-16, Approving Community Development Block Grant Consolidated Plan 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

6.14 Consideration of Resolution 2024-18, Approving an Updated Service Plan for Banning Connect Transit Services

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

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

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

6.18 Consideration of Resolution 2024-22, Approving the Purchase of 50 Motorola APX NEXT Radios and Accessories

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

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

6.21 Consideration of Resolution 2024-26, Approving SATEC ExpertPower Software-as-a-Service (SaaS) Agreement

6.22 Consideration of Resolution 2024-28, Approving an InfoSend Master Service Agreement to Provide Data-Processing, Printing, and Mailing Services for Utility Billing

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)

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

Public Comment
None

Motion to adopt consent agenda items 6.1, 6.3 to 6.8, 6.10, 6.13, 6.17 to 6.21, 6.23 to 6.24.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

COUNCIL MEMBER	YES	NO	ABSTAIN	RECUSE	ABSENT
Flynn, Sheri	✕				
Happe, David	✕				
Minjares, Rick	✕				
Sanchez, Alberto	✕				

Wallace, Colleen	✕

Motion approved by a vote of 5-0.

Mayor Sanchez announced a recess at 7:18 p.m. The meeting was reconvened at 7:32 p.m.

6.2. Accounts Payable and Payroll Warrants Issued in the Month of December 31, 2023

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

Public Comment
None

Motion to table this item to the February 27, 2024 meeting.

Motion by Council Member Flynn
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 5-0.

6.9. Parks and Recreation Report of Monthly activities through the 2nd quarter of Fiscal Year 2023/2024 – December 2023

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

Public Comment
None

Motion to receive and file.

Motion by Council Member Happe
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

6.11. Accept as Complete Various Public Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration

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

Public Comment
None

Motion to accept as Complete Various Public Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 5-0.

6.12. Consideration of Resolution 2024-16, Approving Community Development Block Grant Consolidated Plan Needs Assessment for 2024-2029

Laurie Sampon, Assistant City Manager, presented the staff report.

Public Comment
- Frank Connolly

Mayor Sanchez announced a recess at 8:14 p.m. The meeting was reconvened at 8:28 p.m.

Motion to adopt Resolution 2024-16.

Motion by Council Member Happe
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 5-0.

6.14. Consideration of Resolution 2024-18, Approving an Updated Service Plan for Banning Connect Transit Services

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

Public Comment
- Frank Connolly

Motion to adopt Resolution 2024-18.

Motion by Council Member Wallace
Seconded by Council Member Happe

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

Motion approved by a vote of 5-0.

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

Doug Schulze, City Manager, presented the staff report.

Public Comment
None

Motion to adopt Resolution 2024-19.

Motion by Council Member Happe
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

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

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

Public Comment
- Richard Royce

Motion to adopt Resolution 2024-20.

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

6.22. Consideration of Resolution 2024-28, Approving an InfoSend Master Service Agreement to Provide Data-Processing, Printing, and Mailing Services for Utility Billing

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

Public Comment

- Frank Connolly
- Richard Royce
- Keenan McCafferty

Motion to adopt Resolution 2024-28.

Motion by Council Member Happe
Seconded by Mayor Pro Tem Minjares

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

Motion approved by a vote of 5-0.

7. PUBLIC HEARING(S)

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

Adam Rush, Community Development Director, introduced Emery Papp, Senior Planner, to present the staff report.

Public Comment

- Richard Royce
- Donald Bradshaw
- Keenan McCafferty

Motion to waive further reading and introduce, as read by title only, Ordinance 1600.

Motion by Mayor Sanchez
Seconded by Council Member Wallace

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

Motion approved by a vote of 4-1.

Motion to continue the meeting past 10 p.m.

Motion by Council Member Wallace
Seconded by Council Member Happe

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

Motion approved by a vote of 5-0.

Mayor Sanchez announced a recess at 10:26 p.m. The meeting was reconvened at 10:39 p.m.

8. REPORTS OF OFFICERS

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)

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

Public Comment
None

Motion to waive further reading and introduce, as read by title only, Ordinance 1598.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Wallace

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

Motion approved by a vote of 5-0.

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

Doug Schulze, City Manager, presented the staff report.

Public Comment
- Richard Royce
- Daryl Terrell

Motion to waive further reading and introduce, as read by title only, Ordinance 1597.

Motion by Council Member Happe
Seconded by Council Member Wallace

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

Motion approved by a vote of 5-0.

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)

This item was heard before Agenda Item 8.1 under Agenda Item 2.1. See above.

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

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

Public Comment
None

Motion to adopt Resolution 2024-01 SA.

Motion by Council Member Wallace
Seconded by Council Member Happe

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

Motion approved by a vote of 5-0.

Motion to continue the meeting past 11 p.m.

Motion by Council Member Wallace
Seconded by Mayor Pro Tem Minjares

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

Motion failed by a vote of 4-1 (requires a unanimous vote per policy in Resolution 2016-44).

Motion to adjourn the meeting.

Motion by Council Member Wallace
Seconded by Council Member Flynn

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

Motion approved by a vote of 5-0.

8.4. Consider of Stagecoach Days Memorandum of Understanding (MOU)

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

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)

9. DISCUSION ITEM(S)

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

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

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items

10.2. Pending Items:

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

11. ADJOURNMENT

The meeting was adjourned at 11:03 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 – City Manager's Report Presentation
Exhibit B – Agenda Item 7.1: Staff Presentation
Exhibit C – Agenda Item 8.2: Staff Presentation

CITY MANAGER'S REPORT

February 13, 2024

4850 Benefits

ARTICLE 7. City Police and Firemen, Sheriffs, and Others [4850 - 4856]
(Heading of Article 7 amended by Stats. 1968, Ch. 109.)

4850.
(a) Whenever any person listed in subdivision (b), who is employed on a regular, full-time basis, and is disabled, whether temporarily or permanently, by injury or illness arising out of and in the course of his or her duties, he or she shall become entitled, regardless of his or her period of service with the city, county, or district, to a leave of absence while so disabled without loss of salary in lieu of temporary disability payments or maintenance allowance payments, if any, that would be payable under this chapter, for the period of the disability, but not exceeding one year, or until that earlier date as he or she is retired on permanent disability pension, and is actually receiving disability pension payments, or advanced disability pension payments pursuant to Section 4850.3.

BANNING CITY COUNCIL
PUBLIC HEARING ITEM NO. 7.1
FEBRUARY 13, 2024

A Zoning Text Amendment (ZTA 23-97503) Amending the Definitions for HDR and VHDR zones in Section 17.08.010; Amending existing residential uses and adding new Permitted and Conditionally Permitted Uses for the Very High Density Residential Zoning District in Section 17.08.020, adding new Residential Development Standards for the Very High Density Residential zone in Section 17.08.030 (Chapter 17.08, ARTICLE I & II); Amending Commercial Zoning Districts (Chapter 17.12, Article 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 adopted Housing Element Programs and state law.

BACKGROUND:

On January 9, 2024, the City Council adopted the revised 6th Cycle Housing Element Update. In making this approval, 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. During Staff's presentation, the City Council was advised that the following Programs in the 6th Cycle Housing Element will require amendments to Title 17, Zoning, of the Banning Municipal Code. The recommended amendments to Title 17 BMC are derived from the following Housing Element Programs:

Program 4 – Amend density thresholds for MDR and VHDR zones
Program 5 – Allow Affordable Housing developments "By Right" when 20% or more are affordable units
Program 8 - Allow Supportive Housing By Right in Multi-Family and Mixed-Use zones
Permit Group Homes with similar approval authority as Residential Care Facilities
Program 9 - Per AB 101, allow residential care facilities by right in MU and non-residential zones Per AB 2162, allow transitional and supportive housing by right in residential zones

BANNING CALIFORNIA BACKGROUND (Cont.):

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

- Ensure BMC is updated pursuant to latest ADU laws
- 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

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

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

BANNING CALIFORNIA Justification:

The Housing Element is a State-mandated element 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 was readopted by the City Council on January 9, 2024, and was transmitted to HCD for Certification review on February 1, 2024. 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 also 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 and other negative incentives/sanctions can be imposed on the City.

Proposed Zoning Text Amendments:

17.08.010 Purpose.

A.

8. High Density Residential (HDR) (11 – ~~18~~ **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.

11. Very High-Density Residential (VHDR) (~~19~~ **24** – ~~24~~ **30** DU/AC). Allows condomin -iums 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.

(Zoning Ord. dated 1/31/06, § 9102.01.)

Proposed Zoning Text Amendments (Cont.):

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
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

Proposed Zoning Text Amendments (Cont.):

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 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
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

Proposed Zoning Text Amendments (Cont.):

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
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

[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."

Proposed Zoning Text Amendments (Cont.):

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

Proposed Zoning Text Amendments (Cont.):

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."

Proposed Zoning Text Amendments (Cont.):

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

Planning Commission Action:

On January 10, 2024, the City of Banning Planning Commission held a public hearing to consider ZTA 23-97503. After considering evidence and testimony presented at the hearing, the Planning Commission voted all in favor to adopt PC Resolution 2024-02 recommending that the City Council adopt Ordinance 1600 and approve ZTA 23-97503.

Public Communication

A Notice of Public Hearing was Published in the Record Gazette newspaper on January 2, 2024, and on January 9, 2024.

No comments have been received either opposed to or for the project.

Environmental Determination

Pursuant to the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the Project is exempt from the California Environmental Quality Act (CEQA) subject 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. Subject to Section 15061(b)(3) (Review For Exemptions) of the CEQA Guidelines, no further analysis is required, and a Notice of Exemption has been prepared for the Project.

Correction

The Draft Ordinance 1600 contains an error in Section 1.C. The Planning Commission date in this paragraph is incorrect and should be changed to January 10, 2024.

Recommendation

Make a Determination of Exemption from the California Environmental Quality Act (CEQA) per Section 15061(b)(3) of the CEQA Guidelines; and

Approve and Adopt Ordinance 1600, with correction to Section 1.C., an Ordinance Amending Title 17 (Zoning) of the Banning Municipal Code as set forth in Exhibit A, amending Chapters 17.08 (Residential Districts) and 17.12 (Commercial and Industrial Districts) of Division II (Land Use Districts) of Title 17 (Zoning) of the BMC, and implementing State mandated legislation serving to decrease barriers to safe and affordable housing opportunities as related to multi-family, high-and very high density residential development.

Alternative Actions:

1. Introduce Ordinance 1600 with modifications.
2. Remand to Planning Commission for further discussion.
3. Provide alternative direction to staff.

Thank you!
Staff is Available for Questions

Contact Information

Emery J. Papp

Senior Planner

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Adam B. Rush

Community Development Director

arush@banningca.gov

Fiscal Impact

The costs associated with preparing the Ordinance and implementing the Zoning Text 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.

BANNING CALIFORNIA

CITY COUNCIL
REPORT OF OFFICERS ITEM 8.2
FEBRUARY 13, 2024

Introduction of 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.

BANNING CALIFORNIA

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.
- 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.
- *The Code Enforcement Division is pursuing civil litigation on thirteen (13) Non-Compliant Prolonged Open Cases with the focus along the Ramsey Corridor.*

BANNING CALIFORNIA JUSTIFICATION:

- Code Enforcement activities rarely result in 100% cost recovery of all labor and equipment costs. The ability to recover costs associated with investigations and attorney's fees were further eliminated.
- Ordinance 1598 seeks to provide this enabling authority, which is provided under California Government Code and the California Constitution. The City can "make and enforce within its limits all local police, sanitary, and other ordinances and regulations not in conflict with general laws."
- Ordinance 1600 allows the City Council to impose fines, penalties, and forfeitures for violations of ordinances.
- ***The City may establish a procedure to collect abatement and related administrative costs by nuisance abatement lien and can record a special assessment against the subject parcel.***

BANNING CALIFORNIA PROPERTY ABATEMENTS (ex.):

- 2437 W. Lincoln St. (Soy La Pebbles)
  - Unpermitted storage of construction materials
  - Nuisance Abatement Hearing (Oct. 2023) – Decision of Hearing Officer in City's Favor
- 2735 W. Lincoln St. ("Burnt Out" Bldg.)
  - Compliance Agreement with New Owner
  - Voluntary Compliance for Demo
- 1240 W. Ramsey St. ("OYO Hotel") – Demolished (Aug. 2023)

BANNING CALIFORNIA SUCCESSFUL PROPERTY ABATEMENTS:



Ms. Lily Aguilera

BANNING CALIFORNIA SUCCESSFUL PROPERTY ABATEMENTS:







SUCCESSFUL PROPERTY ABATEMENTS:



Environmental Determination

- 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).

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 One of the Banning Municipal Code (BMC) and Amending Other Sections of the Banning Municipal Code to Create and Implement a Comprehensive Cost Recovery Program for All Nuisance Abatement Actions.

Thank you!

Staff is Available for Questions

Contact Information

Adam B. Rush, AICP

Community Development Director

arush@banningca.gov

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 27, 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 - (BEA) Project	(370) Area Police Computer
- (1220) Public Information	(102) RMRA (SB1) Gas Tax	(430) General Facilities	(673) Electric Improvement	(669) BUA Water Debt Service	- (5040) Liability Insurance	(841) Bond Exp. Agreement - (BEA) Low/Mod	(375 Fair Oaks #2004-01-AD
- (1300) Human Resources	(103) SB 300 Street	(444) Wilson Median Fund	(674) Electric Revenue Bond Project		- (5300) City Attorney		(376) Cameo Homes
- (1400) City Clerk	(104) Article 3 Sidewalk	(451) Park Development Fund	(675) Public Benefit	(680) Wastewater	(703) Information Systems Services		
- (1500) Elections	(110) CDBG	(470) Capital Improvement	(678) Electric Revenue Bond Debt Service	(681) Wastewater Capital Facility	(704) Building Maintenance		
- (1800) City Attorney	(111) Landscape Maintenance	(475) Fair Oaks #2004-01-AD		(682) Wastewater Tertiary	(705) Support Services		
- (1900) Fiscal Services	(132) Air Quality Improvement		(600) Airport Fund	(683) BUA Wastewater Capital Project	(761) Utility Billing Admin.		
- (1910) Purchasing & AP	(140) Asset Forfeiture/Police		(610) Transit Fund	(685) State Revolving Loan	- (3100) Account & Collections		
- (2060) TV Government Access	(148) Supplemental Law-Enforcement		- (5800) Fixed Route	(689) BUA Wastewater Debt Service	- (3110) Meter Reading		
- (2200) Police	(150) State Park Bond		- (5850) Dial A Ride				
- (2210) Dispatch	(190) Housing Authority		(690) Refuse Fund				
- (2300) Animal Control	(200) Special Donation						
- (2400) Fire	(201) Sr. Center Activities						
- (2700) Building Safety	(202) Animal Control Reserve						
- (2740) Code Enforcement	(203) Police Volunteer						
- (2800) Planning	(222) Federal Funds						
- (3000) Engineering	(300) City Administration-COP Debt Service						
- (3200) Building Maintenance							
- (3600) Parks							
- (4000) Recreation							
- (4010) Aquatics							
- (4020) Day care							
- (4050) Senior Center							
- (4060) Sr. Advisory Board							
- (4500) Central Services							
- (4800) Debt Service							
- (5400) Community Enhancement							

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

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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

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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

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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

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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

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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

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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

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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

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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

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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

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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)

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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

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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

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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

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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

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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

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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

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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

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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

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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

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

MEETING DATE: **February 27, 2024**

SUBJECT: **Accounts Payable and Payroll Warrants Issued in the Month of January 31, 2024**

RECOMMENDATION:

Review and ratify the warrants for period ending January 31, 2024, 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	189801-190118	$2,841,359.72	
Voided/Reissue Check		$ 1,239.72	
Check Total			**$2,840,120.00**
Wires Total	1133		**$1,450,477.37**
ACH Payments:	9007755-9007784		
Payroll Direct Deposit	01/12/2024	$ 692,759.35	
Payroll Direct Deposit	01/26/2024	$ 606,455.13	
Other Payments		$1,552,721.16	
ACH Total			**$2,851,935.64**
Payroll Checks:	13361-13386		
Payroll-Regular	01/12/2024	$ 6,151.08	
Payroll-Regular	01/17/2024	$ 2,826.62	
Payroll-Regular	01/26/2024	$ 6,247.67	
Payroll Check Total			**$ 15,225.37**

Total Warrants Issued for January 2024			**$7,157,758.38**

FISCAL IMPACT:

No fiscal impact.

ALTERNATIVES:

Approve and ratify the warrants for period ending January 31, 2024.

ATTACHMENTS:

1. Attachment 1 - Fund List_Updated 10.11.23.pdf
2. Attachment 2-Warrant Report January 2024.pdf
3. Attachment 3-Warrant Report Detail January 2024.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 January 2024

Warrant Number	Vendor Name	Warrant Amount
1133	RIVERSIDE PUBLIC UTILITIES	1,450,477.37
189801	AFLAC BENEFITS SOLUTIONS	13,533.68
189802	AFLAC BENEFITS SOLUTIONS	14,467.48
189803	AFLAC BENEFITS SOLUTIONS	13,736.26
189804	AMAZON BUSINESS	477.32
189805	AMERICAN FIDELITY ASSURANCE	25,161.94
189806	ARAMARK UNIFORM & CAREER APPAREL	414.31
189807	ASBURY ENVIRONMENTAL SERVICES DBA	1,157.64
189808	AUER, WILLIAM	76.50
189809	BEAUMONT DO IT BEST HOME CENTER	155.74
189810	BLAISDELL'S BUSINESS PRODUCTS	1,265.79
189811	CAMPA, ERIC	747.50
189812	CELL BUSINESS EQUIPMENT (CBE)	38.93
189813	CINTAS CORPORATION	190.88
189814	CITY OF BANNING UTILITIES	711.49
189815	CONCENTRA MEDICAL CENTERS	467.00
189816	CONSOLIDATED ELECTRICAL	457.93
189817	DELTA DENTAL INSURANCE COMPANY	872.45
189818	GAS COMPANY, THE	420.03
189819	HARDY & HARPER, INC	79,831.07
189820	HOME DEPOT #8987	886.12
189821	JIMENEZ, LINDA	42.50
189822	LINCOLN FINANCIAL GROUP	11,208.84
189823	NATIONAL BUSINESS FURNITURE, LLC	3,551.33
189824	PARKER, JEFF	11.70
189825	PEREZ &, MIGUEL	25.66
189826	RECORD GAZETTE, THE	417.26
189827	RICHARDS WATSON GERSHON	45,421.66
189828	STAPLES BUSINESS ADVANTAGE	877.45
189829	STC TRAFFIC INC	1,470.00
189830	VISTA PAINT	346.50
189831	WALTER STANLEY COS, LLC	136.09
189832	AL'S KUBOTA TRACTOR	748.19
189833	ALL AMERICAN ASPHALT	55,052.34
189834	AMAZON BUSINESS	987.91
189835	AMERICAN WATER WORKS ASSN	321.00
189836	ARAMARK UNIFORM & CAREER APPAREL	422.29
189837	ARCE, PAUL	280.00
189838	ARE ANIMAL RESCUE	14,666.67
189839	BABCOCK LABORATORIES, INC	5,004.28
189840	BANNING BEAUMONT PILATES & FITNESS	10.50
189841	BARBA ORTIZ &, JOSE DE JESUS	228.33
189842	BEAUMONT BASIN WATERMASTER	24,762.00
189843	BEAUMONT DO IT BEST HOME CENTER	17.10
189844	BECHTEL, PETRA	195.00
189845	BENHAR, DIANA T	185.50
189846	CAL CITIES	14,367.00
189847	CALIFORNIA WATER ENVIRONMENT	221.00
189848	CAMPA, ERIC	684.00
189849	CASC ENGINEERING AND CONSULTING INC	2,278.75
189850	CDW GOVERNMENT, INC	13,504.01
189851	CELL BUSINESS EQUIPMENT (CBE)	41.28

City of Banning
Warrant List January 2024

Warrant Number	Vendor Name	Warrant Amount
189852	CHANDLER ASSET MANAGEMENT INC	3,978.77
189853	CINTAS CORPORATION	1,952.33
189854	CITY OF BANNING (BNG)	383.46
189855	COMCATE SOFTWARE, INC	10,883.06
189856	CONSOLIDATED ELECTRICAL	6.47
189857	CUSTOM TROPHIES & UNEEK AWARDS	14.54
189858	CYBERTIME NETWORK COMMUNICATIONS	2,599.00
189859	DELTA DENTAL INSURANCE COMPANY	897.80
189860	E.R. BLOCK PLUMBING	2,025.00
189861	ENTERPRISE FM TRUST	20,362.07
189862	FAITH IN ACTION	10,376.38
189863	FRONTIER COMMUNICATIONS	5,483.80
189864	G & G ENVIRONMENTAL COMPLIANCE, INC	15,189.04
189865	GALLS, LLC	752.42
189866	GARDA CL WEST INC	59.37
189867	GAS COMPANY, THE	736.83
189868	GOTPOOP LLC	14,050.00
189869	GRAINGER	218.17
189870	GREEN DREAM INTERNATIONAL LLC	2,463.49
189871	HERC RENTALS INC.	12,592.90
189872	HOME DEPOT #8987	26.81
189873	HUERTA JR., GILBERT	437.50
189874	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,051.81
189875	INNOVATIVE FEDERAL STRATEGIES	4,776.29
189876	IRON MOUNTAIN INFORMATION MGMT, LLC	144.76
189877	JOHNSON, WILLIAM	560.00
189878	KEN GRODY FORD REDLANDS	72.49
189879	KOLLER, MARIE	8.40
189880	LOADER, MICHAEL	5,540.74
189881	MARIPOSA LANDSCAPES, INC	38,049.47
189882	MCCOY-TORRES, LYNETTE	31.50
189883	MERCFUEL, INC	36,051.51
189884	MICHAEL BAKER INTERNATIONAL, INC	5,758.75
189885	MIKE ROQUET CONSTRUCTION, INC.	23,645.50
189886	MITSUBISHI ELECTRIC & ELECTRONICS	341.67
189887	MOBILE TURTLE FLEET & AUTO DETAIL	690.00
189888	MORGAN, DEIDRA J	115.50
189889	MY COI LLC	11,600.00
189890	NATIONAL BUSINESS FURNITURE, LLC	2,828.78
189891	NOTTINGHAM, MICHAEL	90.00
189892	OLIN CORPORATION	6,827.94
189893	ORACLE AMERICA INC	17,548.50
189894	PARKHOUSE TIRE, INC.	1,813.14
189895	PARS	98.44
189896	PARTS AUTHORITY	1,443.06
189897	PLATT, JEFFREY	71.25
189898	PULVER, JODEANE V	136.50
189899	QUADIENT POSTAGE FUNDING	5,000.00
189900	RECORD GAZETTE, THE	1,364.54
189901	RINCON CONSULTANTS, INC.	6,899.75
189902	ROMO PLANNING GROUP, INC.	22,897.50
189903	SCCI, INC DBA	250.00

City of Banning
Warrant List January 2024

Warrant Number	Vendor Name	Warrant Amount
189904	SCPPA	9,852.59
189905	SGP DESIGN AND PRINT	884.12
189906	SHRED-IT USA, LLC	78.28
189907	SMART & FINAL	92.38
189908	SO CAL WEST COAST ELECTRIC, INC	10,763.50
189909	SOUTHERN CALIFORNIA EDISON	485.16
189910	STAPLES BUSINESS ADVANTAGE	1,674.26
189911	STONE, PAMELA	250.00
189912	TIME WARNER CABLE	983.37
189913	UNITED WATER WORKS, INC	2,489.63
189914	VIGILANT LLC	8,199.94
189915	VIRTUAL PROJECT MANAGER, LLC	1,000.00
189916	WALKER, BRIAN	0.00
189917	WESTERN WATER WORKS SUPPLY CO	2,015.03
189918	WESTRUX INTERNATIONAL INC	128.84
189919	WILLIAMS SCOTSMAN, INC	2,743.32
189920	WITTMAN ENTERPRISES, LLC	4,479.50
189921	XENIA PACIFIC, INC	96.98
189922	ACOSTA, JESSICA	256.26
189923	ALL STAR GLASS, INC.	493.10
189924	AMAZON BUSINESS	1,196.89
189925	AMERICAN FORENSIC NURSES	1,021.02
189926	ASCAP	434.00
189927	AT&T CALNET 2	193.92
189928	AT&T MOBILITY LLC	2,881.11
189929	B&A CONSTRUCTION & RENOVATIONS LLC	95.00
189930	BANNING POLICE OFFICERS ASSOC.	2,660.30
189931	BEAUMONT DO IT BEST HOME CENTER	397.56
189932	BIO-TOX LABORATORIES	1,008.00
189933	BLAIS & ASSOCIATES, LLC	8,568.00
189934	BROWN, DONNA & LEONARD	166.60
189935	CALACT	800.00
189936	CALIFORNIA LAW ENFORCE ASSN	1,088.00
189937	CALIFORNIA WATER ENVIRONMENT	98.00
189938	CANON FINANCIAL SERVICES, INC	332.16
189939	CAPITAL REALTY ANALYSTS, INC	6,000.00
189940	CARNEY, LINDA & JAMES	104.71
189941	CELL BUSINESS EQUIP-LEASING	439.04
189942	CELL BUSINESS EQUIPMENT (CBE)	122.53
189943	CINTAS CORPORATION	1,619.85
189944	CITY OF BANNING (BNG)	197.57
189945	CORBETT, JOHN & KARLA	216.00
189946	CORE & MAIN, LP	1,476.61
189947	CORRAL, DANIEL	44.28
189948	DELGADO, MODESTO & BLANCA	159.82
189949	DUKE'S ROOT CONTROL INC	24,621.52
189950	FAITH IN ACTION	14,001.31
189951	FALEN LAW OFFICES, LLC.	5,530.00
189952	FIECK, BRIANA & KYLE	674.60
189953	FINDLEY, HENRY	1,800.00
189954	FONSECA, FELIPE	111.33
189955	FRONTIER COMMUNICATIONS	1,385.02

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Warrant Number	Vendor Name	Warrant Amount
189956	GALLS, LLC	4,619.96
189957	GARCIA, RICHARD	72.57
189958	GAS COMPANY, THE	1,879.58
189959	GIRARD, PAUL	30.62
189960	GONZALEZ, GENE	75.20
189961	GONZALEZ, JOSE	186.00
189962	GOPHER SPORT	983.10
189963	GRAINGER	155.44
189964	GUZMAN, DAVID	116.68
189965	HEMET VALLEY TOOL, INC	959.87
189966	HENDERSON-DITCHFIELD, WENDY	748.13
189967	HERNANDEZ, VICKIE & KEVIN	208.02
189968	HOME DEPOT #8987	498.80
189969	I.B.E.W. LOCAL 47	10,755.88
189970	I.B.E.W. LOCAL 47 (PAC)	40.00
189971	IMPERIAL SUPPLIES, LLC	174.72
189972	INNOVATIVE EMERGENCY EQUIPMENT	55.19
189973	KEITH KILMER	23,582.24
189974	KEN GRODY FORD REDLANDS	576.21
189975	KNAPP, BRIAN & KATHY	162.05
189976	LACASSE, NICOLAS & CAPPS, MN	165.08
189977	LEXISNEXIS RISK SOLUTIONS	112.55
189978	LOPEZ, JAIME A	110.50
189979	MARIPOSA LANDSCAPES, INC	7,632.44
189980	MIXON, FRANKLEN	0.00
189981	MOBLEY, LUCY Y	28.38
189982	MORRISSEY, BRIAN	185.65
189983	N2W ENGINEERING, INC	19,871.50
189984	ORACLE AMERICA INC	30,650.65
189985	PACKHAM & TOOMEY, INC	1,321.31
189986	PARKHOUSE TIRE, INC.	1,427.71
189987	PARTS AUTHORITY	1,195.52
189988	PHELPS, ROBERT	174.92
189989	PRESS-ENTERPRISE, THE	252.34
189990	PRO-RISE GARAGE DOOR CO	6,500.00
189991	RACEWAY FORD INC	4,655.60
189992	RAYNER, WILLIAM & FRANCES	537.87
189993	RECORD GAZETTE, THE	694.21
189994	RIV. CO. FIRE DEPARTMENT	862,099.04
189995	RIVERSIDE COUNTY SHERIFF-PSEC	4,865.29
189996	RIVERSIDE, COUNTY OF	533.60
189997	ROBINSON, BRANDON A	128.02
189998	ROMO PLANNING GROUP, INC.	20,540.00
189999	SAN BERNARDINO PUBLIC EMPLOYEES	2,411.32
190000	SATELLITE PHONE STORE	307.95
190001	SCA OF CA, LLC	10,080.00
190002	SCPPA	1,060.50
190003	SILVER & WRIGHT, LLP	19,148.08
190004	SITEONE LANDSCAPE SUPPLY	884.77
190005	SMART & FINAL	97.82
190006	SOFTWARE ONE, INC	890.00
190007	SOUTHERN CALIFORNIA GAS CO	8,151.22

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Warrant Number	Vendor Name	Warrant Amount
190008	STAPLES BUSINESS ADVANTAGE	1,622.90
190009	STATE OF CALIFORNIA DOJ	1,540.00
190010	STATE WATER RESOURCES CONTROL	37,832.58
190011	STATE WATER RESOURCES CONTROL	90.00
190012	TEC EQUIPMENT, INC	208.13
190013	TELEPACIFIC COMMUNICATIONS	3,623.43
190014	THE HOME DEPOT PRO	361.73
190015	THOMSON REUTERS - WEST	249.23
190016	TIME WARNER/CHARTER	520.64
190017	TIMECLOCK PLUS, LLC	2,178.00
190018	TRANSTRACK SYSTEMS INC	13,168.75
190019	UNDERGROUND SERVICE ALERT	146.78
190020	UNITED WATER WORKS, INC	2,246.31
190021	USABLUEBOOK	7,885.17
190022	VAN WHY, BRUCE & LILLIAN	269.31
190023	VERIZON WIRELESS SERVICES, LLC	8,788.20
190024	VITT, STANLEY	199.58
190025	WALLACE, COLLEEN	358.52
190026	WARNER ELIZABETH	162.91
190027	WESTERN AUDIO VISUAL & SECURITY	7,490.88
190028	WESTERN WATER WORKS SUPPLY CO	3,530.97
190029	WINTERS, HEATHER	182.78
190030	YBARRA, ROBERT & KIMBERLY	179.23
190031	ZENNER PERFORMANCE METERS, INC	1,900.41
190032	ALBERT A. WEBB ASSOCIATES	2,371.50
190033	ALL STAR GLASS, INC.	731.43
190034	AMAZON BUSINESS	1,297.94
190035	ANIXTER, INC	124,341.40
190036	ARAMARK UNIFORM & CAREER APPAREL	248.19
190037	ASBURY ENVIRONMENTAL SERVICES DBA	592.15
190038	AVILA, SOL	17.25
190039	BABCOCK LABORATORIES, INC	665.00
190040	BEAUMONT DO IT BEST HOME CENTER	519.89
190041	BEAUMONT SAFE & LOCK	172.29
190042	BLAIS & ASSOCIATES, LLC	4,821.50
190043	BURNHAM GIBSON WEALTH ADVISORS LLC	10,587.20
190044	CALOLYMPIC GLOVE & SAFETY CO, INC	188.35
190045	CASTILLO PARTY RENTALS	745.00
190046	CDW GOVERNMENT, INC	107.73
190047	CELL BUSINESS EQUIPMENT (CBE)	512.39
190048	CINTAS CORPORATION	2,155.16
190049	CITY OF BANNING (BNG)	1,149.60
190050	CONCENTRA MEDICAL CENTERS	261.00
190051	CONSOLIDATED ELECTRICAL	512.24
190052	COUNSELING TEAM INTERNATIONAL, THE	975.00
190053	CROSBY, SUSAN	1,200.00
190054	CSMFO	250.00
190055	DIAMOND ENVIRONMENTAL SERVICES	165.40
190056	DIAMOND HILLS CHEVROLET BUICK GMC	119.95
190057	DLT SOLUTIONS, LLC	808.35
190058	DURAN, SIMON & BRENDA	53.69
190059	E.R. BLOCK PLUMBING	8,550.00

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Warrant Number	Vendor Name	Warrant Amount
190060	EIDE BAILLY LLP	78,685.00
190061	FRONTIER COMMUNICATIONS	1,010.00
190062	FUN EXPRESS	175.16
190063	GARDA CL WEST INC	1,250.16
190064	GAS COMPANY, THE	746.91
190065	GREEN DREAM INTERNATIONAL LLC	687.18
190066	HARWOOD, RICHARD & MARY	2,400.00
190067	HAUGHN, JANE	2,000.00
190068	HAZEN AND SAWYER	23,135.72
190069	HERC RENTALS INC.	3,504.51
190070	HOME DEPOT #8987	795.58
190071	IBEW LOCAL 47 RETIREE MEDICAL TRUST	3,042.36
190072	IEHD PRODUCTIONS	4,000.00
190073	ITRON, INC.	39,630.00
190074	JON'S FLAGS & POLES, INC	3,602.79
190075	KAMINSKY, RICHARD & LORI	2,000.00
190076	KHAN PROPERTIES AND HOLDINGS, LLC	162,399.16
190077	KV'S FLOORING	275.11
190078	LANGUAGE TESTING INTERNATIONAL	80.50
190079	LOZANO SMITH LLP	11,337.12
190080	MASON, BARBARA	11.50
190081	MIXON, FRANKLEN	82.50
190082	ONESOURCE DISTRIBUTORS	149,343.87
190083	ONLINE UTILITY EXCHANGE	640.36
190084	ORACLE AMERICA INC	14,152.37
190085	PARKHOUSE TIRE, INC.	390.42
190086	PARS	237.28
190087	PARTS AUTHORITY	268.28
190088	PAYPRO ADMINISTRATORS	115.00
190089	PLUMBERS DEPOT INC	431.74
190090	PRECISION AERIAL SERVICES INC	179.59
190091	PRO-PIPE & SUPPLY, INC	1,194.83
190092	PUBLIC AGENCY RETIREMENT SERVICES	300.00
190093	QUINN COMPANY	162,937.40
190094	RDO EQUIPMENT CO	279.38
190095	RIV CO OFFICE OF ECONOMIC DEV	4,000.00
190096	ROEBUCK, ALYSSA	72.00
190097	SC FUELS	26,248.99
190098	SEARCY, JERRY	2,400.00
190099	SILVER & WRIGHT, LLP	14,515.59
190100	SMART & FINAL	50.91
190101	SMITH, BRANDON	300.00
190102	SO CAL JOINT POLE COMMITTEE	1,189.13
190103	SOCAL PROPANE LLC	1,386.60
190104	SOFTWARE ONE, INC	1,211.16
190105	SONSRAY MACHINERY LLC	699.65
190106	STAPLES BUSINESS ADVANTAGE	492.38
190107	STATE OF CALIFORNIA DOJ	490.00
190108	TELEPACIFIC COMMUNICATIONS	3,623.17
190109	TRINITY RENOVATIONS	141.44
190110	TURNBULL, BRIAN	1,800.00
190111	UNITED WATER WORKS, INC	5,415.52

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Warrant Number	Vendor Name	Warrant Amount
190112	VISION SECURITY SYSTEMS	1,459.94
190113	WATERLINE TECHNOLOGIES, INC	446.09
190114	WEBB MUNICIPAL FINANCE, LLC	4,950.00
190115	WELDOR'S SUPPLY AND STEEL	250.00
190116	WESTRUX INTERNATIONAL INC	817.34
190117	WRCOG	3,941.09
190118	XENIA PACIFIC, INC	522.59
9007755	CA. ST. EMPLOYMENT DEV. DEPT.	42,299.03
9007756	INTERNAL REVENUE SERVICE	196,067.45
9007757	WELLS FARGO BANK	400.00
9007758	WELLS FARGO CARD SERVICES INC	30,684.29
9007759	CA. ST. PUBLIC EMPLOYEES	175,341.66
9007760	CA. ST. PUBLIC EMPLOYEES	6,784.78
9007761	CA. ST. PUBLIC EMPLOYEES	7,177.32
9007762	CA. ST. PUBLIC EMPLOYEES	155,459.29
9007763	CORPORATION SERVICE COMPANY	27.00
9007764	WELLS FARGO BANK	692,759.35
9007765	CA. ST. EMPLOYMENT DEV. DEPT.	56,916.06
9007766	INTERNAL REVENUE SERVICE	296,428.56
9007767	TASC	1,524.60
9007768	WINDSTREAM SERVICES, LLC	982.01
9007769	WINDSTREAM SERVICES, LLC	975.69
9007770	WELLS FARGO BANK	400.00
9007771	EMPOWER ANNUITY INSURANCE COMPANY	43,096.09
9007772	EMPOWER ANNUITY INSURANCE COMPANY	18,726.87
9007773	EMPOWER ANNUITY INSURANCE COMPANY	65,185.63
9007774	CA. ST. EMPLOYMENT DEV. DEPT.	262.77
9007775	EMPOWER ANNUITY INSURANCE COMPANY	364.32
9007776	INTERNAL REVENUE SERVICE	1,339.03
9007777	CA. ST. PUBLIC EMPLOYEES	161,591.58
9007778	CA. ST. BOARD OF EQUAL. - FUEL	328.00
9007779	CA. ST. BOARD OF EQUAL. - FUEL	873.00
9007780	WELLS FARGO BANK	606,455.13
9007781	CORPORATION SERVICE COMPANY	21.00
9007782	CA. ST. EMPLOYMENT DEV. DEPT.	44,774.43
9007783	INTERNAL REVENUE SERVICE	243,166.10
9007784	TASC	1,524.60
Grand Total		7,143,772.73

Less Voided / Reissued Checks from Prior Period	(495.90)
Less Voided Checks Prior Period	(743.82)
Add Payroll Checks	15,225.37
Total Remittance for Month	7,157,758.38

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
1133	1/18/2024	RIVERSIDE PUBLIC UTILITIES	285		670-7000-331.20-01	INTEREST REVENUE REVENUE REC'D IN DEC 2023	(4,300.45)
					670-7000-356.38-10		(743.25)
					670-7000-356.38-17	CRR REVENUE REVENUE REC'D IN DEC 2023	(1,328.73)
					670-7000-356.38-20	TRANS REVENUE REVENUE REC'D IN DEC 2023	(68,082.50)
					670-7010-473.27-09	S&D EXPENSE PAID DURING DEC 2023	51,224.00
					670-7010-473.27-50	CAPACITY EXPENSE PAID DURING DEC 2023	886,918.23
					670-7010-473.27-60	ENERGY EXPENSE PAID DURING DEC 2023	170,335.40
					670-7010-473.27-70	TRANS EXPENSE PAID DURING DEC 2023	416,454.67
189801	1/4/2024	AFLAC BENEFITS SOLUTIONS	OCTOBER 2023		001-0000-204.32-00	DENTAL - PPO OCTOBER	13,533.68
189802	1/4/2024	AFLAC BENEFITS SOLUTIONS	NOVEMBER 2023		001-0000-204.32-00	DENTAL - PPO NOVEMBER	14,093.96
						DENTAL - PPO NOVEMBER ADJUSTMENTS	373.52
189803	1/4/2024	AFLAC BENEFITS SOLUTIONS	DECEMBER 2023		001-0000-204.32-00	DENTAL - PPO AUGUST ADJ	(80.94)
						DENTAL - PPO DECEMBER CURRENT	14,015.62
						DENTAL - PPO JULY ADJ	(80.94)
						DENTAL -PPO NOVEMBER ADJ	(39.16)
						DENTAL -PPO OCTOBER ADJ	(39.16)
						DENTAL -PPO SEPTEMBER ADJ	(39.16)
189804	1/4/2024	AMAZON BUSINESS	17MY-77RR-FNJP	032299	001-1900-412.36-00	COAT HOOK RACK & ENVELOPE	41.70
			1963-4NTD-KD3G	032299	001-1910-412.36-00	2024 VARIOUS CALENDARS	147.28
			1QWP-6XWJ-WN11	032293	001-3000-442.36-00	OFFICE CHAIR FOR NATE	210.11
			1V4M-1TCP-TVMT	032293	100-4900-431.36-00	REFLECTIVE VESTS	61.35
			1WD4-Q17Q-3QCP	032299	001-1900-412.36-00	FLOOR MATS FOR FINANCE	81.88
			1XNV-TF7K-T31K	032293	704-3200-412.36-00	CREDIT FOR 19H4-CNXD-FFHR	(15.45)
			1XNV-TF7K-T33H	032293	704-3200-412.36-00	CREDIT FOR 19H4-CNXD-FFHR	(123.60)
			1YF4-9XTD-9QW6	032299	001-1910-412.36-00	NOTEBOOK PROJECT PLANNERS	74.05
189805	1/4/2024	AMERICAN FIDELITY ASSURANCE	NOVEMBER 2023		001-0000-204.30-00	WHOLE / TERM LIFE INS	7,094.84
					001-0000-204.80-02	CANCER POLICY	4,099.12
					001-0000-204.80-09	ACCIDENT POLICY	3,803.60
					001-0000-204.80-11	DISABILITY - SUPPLEMENTAL STD	6,694.00
					001-0000-204.80-12	CRITICAL ILLNESS	2,137.04
					001-0000-204.80-16	GROUP HOSPITAL INDEMNITY	1,333.34
189806	1/4/2024	ARAMARK UNIFORM & CAREER APPAREL	25804914	032351	761-3110-480.25-02	FSR JACKETS 9/26/23	248.85
			5880481598	032351	761-3110-480.25-02	FSR UNIFORMS 12/15/23	82.73
			5880487421	032351	761-3110-480.25-02	FSR UNIFORMS 12/22/23	82.73
189807	1/4/2024	ASBURY ENVIRONMENTAL SERVICES DBA	I500-01000435	032500	690-9600-453.45-15	BATTERIES	1,157.64
189808	1/4/2024	AUER, WILLIAM	MEALS 1/08-1/12		001-2200-421.23-06	BATI TRAINING CORONA CA	76.50
189809	1/4/2024	BEAUMONT DO IT BEST HOME CENTER	536951	032304	704-3200-412.30-02	ARMORED PLUG	9.89
			537141	032304	704-3200-412.30-02	TOOLS/SUPPLIES	33.92
			537161	032304	704-3200-412.30-02	TOOLS/SUPPLIES	3.86
			537242	032304	704-3200-412.30-02	TOOLS/SUPPLIES	22.60
			537275	032304	100-4900-431.36-00	TOOLS/SUPPLIES	85.47
189810	1/4/2024	BLAISDELL'S BUSINESS PRODUCTS	1851801-0	032400	705-4500-412.36-00	COPY PAPER	1,265.79
189811	1/4/2024	CAMPA, ERIC	MEALS 1/4-1/06		001-2200-421.23-06	DUI CHECKPIONT FAIRFIELD CA	147.50
			MEALS 1/8-1/19		001-2200-421.23-06	MOTORCYCLE TRAINING SAN DIEGO CA	600.00
189812	1/4/2024	CELL BUSINESS EQUIPMENT (CBE)	IN2681040	032562	001-1300-412.30-17	OCT/NOV 2023 SERVICE	38.93
189813	1/4/2024	CINTAS CORPORATION	4177054281	032319	100-4900-431.25-02	UNIFORM SERVICES	84.83
					704-3200-412.25-02	UNIFORM SERVICES	2.19
			4177778362	032319	100-4900-431.25-02	UNIFORM SERVICES	88.04
					704-3200-412.25-02	UNIFORM SERVICES	15.82
189814	1/4/2024	CITY OF BANNING UTILITIES	10194557468DC23		810-9700-490.90-60	BRYANT STREET HOMELESS SHELTER	277.87
			10194557548DC23		810-9700-490.90-60	BRYANT STREET HOMELESS SHELTER - WATER	433.62
189815	1/4/2024	CONCENTRA MEDICAL CENTERS	81414537		001-1300-412.33-32	PRE-EMPLOYMENT & DOT EXAM	467.00
189816	1/4/2024	CONSOLIDATED ELECTRICAL	0954-1025824	032190	704-3200-412.30-02	25 4FT LEDS	175.09
			0954-1025947	032190	704-3200-412.30-02	15 FLRLAMPS	282.84
189817	1/4/2024	DELTA DENTAL INSURANCE COMPANY	DECEMBER 2023		001-0000-204.32-00	DENTAL HMO DECEMBER 2023	872.45

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Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
189818	1/4/2024	GAS COMPANY, THE	05602682006DC23		001-2400-422.26-06	172 N MURRAY ST 056 026 8200 6	420.03
189819	1/4/2024	HARDY & HARPER, INC	23586RET	032166	101-0000-232.00-00	PROJECT 2023-01 RETENTION STREET IMPROVEMENT VAR	46,765.04
					102-0000-232.00-00	PROJECT 2023-01 RETENTION STREET IMPROVEMENT VAR	33,066.03
189820	1/4/2024	HOME DEPOT #8987	3011956	032194	704-3200-412.36-16	TOOLS/SUPPLIES	590.42
			4614006	032291	761-3110-480.36-00	TOOLS & SUPPLIES	156.15
			5011749	032291	761-3100-480.36-00	BLACKOUT WINDOW SHADES	77.41
			6270543	032291	761-3110-480.36-00	CLEAR HOOKS & SCOTCH TAPE	62.14
189821	1/4/2024	JIMENEZ, LINDA	MEALS 1/08-1/10		001-2200-421.23-06	FTO UPDATE RIVERSIDE, CA	42.50
189822	1/4/2024	LINCOLN FINANCIAL GROUP	NOVEMBER 2023		001-0000-204.14-00	LINCOLN LTD (CURRENT)	3,225.54
						LINCOLN STD (CURRENT)	4,433.42
					001-0000-204.30-00	CURRENT PERIOD ADJUSTMENT GROUP LIFE	(7.80)
						LINCOLN GROUP LIFE CURRENT	2,277.99
						LINCOLN VOL LIFE BUY-UP CURRENT	1,279.69
189823	1/4/2024	NATIONAL BUSINESS FURNITURE, LLC	MK601327-TDQ	032660	222-0001-410.90-55	FIN DIR OFFICE FURN	3,551.33
189824	1/4/2024	PARKER, JEFF	REIMB 12/19/23		761-3110-480.36-00	HOME DEPOT REIMBURSEMENT SMALL LAST ITEM SUPPLIES	11.70
189825	1/4/2024	PEREZ &, MIGUEL	000110051		001-0000-218.22-22	UB CR REFUND-FINALS 000007576	25.66
189826	1/4/2024	RECORD GAZETTE, THE	00199325	032184	001-3000-442.23-01	PUBLIC HEARING NOTICE	417.26
189827	1/4/2024	RICHARDS WATSON GERSHON	245664		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	5,687.66
			245665		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	6,172.40
			245666		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	1,254.00
			245667		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	748.00
			245668		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	44.00
			245669		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	4,510.00
			245670		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	3,376.10
			245671		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	2,346.20
			245672		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	1,313.60
			245673		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	91.80
			245674		002-0000-222.34-01	NOV 2023 LEGAL SERVICES	571.20
					002-2800-361.41-02	NOV 2023 LEGAL SERVICES	(571.20)
					002-2800-441.33-04	NOV 2023 LEGAL SERVICES	571.20
			245675		840-9500-490.93-30	NOV 2023 LEGAL SERVICES	201.60
			245676		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	637.00
			245677		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	10,818.20
			245678		002-0000-222.31-37	NOV 2023 LEGAL SERVICES	604.80
					002-2800-361.41-02	NOV 2023 LEGAL SERVICES	(604.80)
					002-2800-441.33-04	NOV 2023 LEGAL SERVICES	604.80
			245679		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	352.00
			245680		002-0000-222.31-51	NOV 2023 LEGAL SERVICES	579.20
					002-2800-361.41-02	NOV 2023 LEGAL SERVICES	(579.20)
					002-2800-441.33-04	NOV 2023 LEGAL SERVICES	579.20
			245681		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	323.20
			245682		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	3,830.40
			245683		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	190.30
			245684		700-5300-480.33-04	NOV 2023 LEGAL SERVICES	1,770.00
189828	1/4/2024	STAPLES BUSINESS ADVANTAGE	3554254643	032284	761-3100-480.36-00	UB OFFICE SUPPLIES	877.45
189829	1/4/2024	STC TRAFFIC INC	6634	032104	101-4900-431.93-16	RAPID FLASHING BEACONS	1,470.00
189830	1/4/2024	VISTA PAINT	2023-274274-00	032199	100-4900-431.36-00	TRAFFIC PAINT	346.50
189831	1/4/2024	WALTER STANLEY COS, LLC	B051683A	032287	704-3200-412.30-02	BELTS	136.09
189832	1/11/2024	AL'S KUBOTA TRACTOR	264145	032434	001-3600-461.30-06	TRIMMER SERVICE	89.44
			267199	032434	001-3600-461.30-06	BLOWER	658.75
189833	1/11/2024	ALL AMERICAN ASPHALT	01022024		101-4900-431.93-16	100% RETENTION	125,052.34
					700-5300-480.41-38	LESS: CITY CLAIM RESO	(70,000.00)
189834	1/11/2024	AMAZON BUSINESS	1117-LD6Q-9LJM	032299	705-4500-412.36-00	SUPPLY ORDER - DECEMBER	372.71
			139N-CDHP-KPNN	032296	001-4000-461.36-09	BASKETBALLS	44.16
			13GT-K1G6-QFHW	032294	670-7000-473.36-00	OFFICE SUPPLIES	13.30

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189834	1/11/2024	AMAZON BUSINESS	16NN-PQRX-N1VH	032294	670-7000-473.36-00	OFFICE SUPPLIES	8.38
			17VH-XG96-331T	032299	705-4500-412.36-00	SUPPLY ORDER DECEMBER	29.63
			1K1V-CY36-3KJK	032180	001-1400-412.36-00	2024 CALENDAR	14.00
			1NH3-RD4V-9RFV	032299	001-1900-412.36-00	PAYROLL ENVELOPES	145.64
			1WK9-QKQG-J4NT	032299	001-1910-412.89-46	2-DRAWER LOCKING CABINET	132.82
			1XPN-3HXN-17YY	032294	670-7000-473.36-00	OFFICE SUPPLIES	122.82
			1YLP-MJPV-FXNK	032292	001-1000-411.36-00	TEAN AND HONEY	51.19
			4409486-8077051	032247	702-3800-480.38-52	ELBOW COUPLER HOSE 244	53.26
189835	1/11/2024	AMERICAN WATER WORKS ASSN	7002163727		660-6300-471.23-03	MBSHP DUES 2/1/24-1/31/25 P GERDES #00675518	321.00
189836	1/11/2024	ARAMARK UNIFORM & CAREER APPAREL	25909847	032351	761-3110-480.25-02	FSR JACKETS 11/1/23	365.20
			25980389	032351	761-3110-480.25-02	FSR THRML SWEAT 11/28/23	57.09
189837	1/11/2024	ARCE, PAUL	DECEMBER 2023		001-4000-461.23-15	GUITAR INSTRUCTION DECEMBER 2023	280.00
189838	1/11/2024	ARE ANIMAL RESCUE	1112026	032288	001-2310-424.33-90	ANIMAL SHELTER SERVICE	14,666.67
189839	1/11/2024	BABCOCK LABORATORIES, INC	CK31759-0030	032373	660-6300-471.23-32	COLIFORMS	198.00
			CL30168-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CL30169-0030	032373	660-6300-471.23-32	COLIFORMS	154.00
			CL30170-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CL30172-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CL30182-0030	032373	660-6300-471.23-32	WATER TESTING	840.00
			CL30357-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CL30359-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CL30361-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CL30407-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	1,434.66
			CL30593-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CL30678-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CL30809-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CL31067-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	605.62
			CL31073-0030	032373	660-6300-471.23-32	COLIFORMS	286.00
			CL31095-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CL31097-0030	032373	660-6300-471.23-32	COLIFORMS	66.00
			CL31254-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CL31255-0030	032373	660-6300-471.23-32	WATER TESTING	56.00
189840	1/11/2024	BANNING BEAUMONT PILATES & FITNESS	DECEMBER 2023		001-4000-461.23-15	DANCE FITNESS DECEMBER 2023	10.50
189841	1/11/2024	BARBA ORTIZ &, JOSE DE JESUS	000107957		001-0000-218.22-22	UB CR REFUND-FINALS 000010620	228.33
189842	1/11/2024	BEAUMONT BASIN WATERMASTER	B-272		660-6300-471.42-43	ADMIN & TECH SUPP SVC THOMAS HARDER & CO 2024	24,762.00
189843	1/11/2024	BEAUMONT DO IT BEST HOME CENTER	534918	032304	100-4900-431.36-00	TOOLS/SUPPLIES	17.10
189844	1/11/2024	BECHTEL, PETRA	MAY23 - NOV23		675-7020-473.42-36	LOW INCOME DISCOUNT MASTER METER RESIDENT	195.00
189845	1/11/2024	BENHAR, DIANA T	DECEMBER 2023		001-4000-461.23-15	ZUMBA INSTRUCTION DECEMBER 2023	185.50
189846	1/11/2024	CAL CITIES	INV-11725-B8Y2W		001-1000-411.23-03	MEMBERSHIP DUES 2024	14,367.00
189847	1/11/2024	CALIFORNIA WATER ENVIRONMENT	FY24 DUE 435392		680-8000-454.23-03	CWA ASSOC MEMB DUES DILLON JAMES ALBRIGHT	221.00
189848	1/11/2024	CAMPA, ERIC	MEALS 1/22-2/3		001-2200-421.23-06	BASIC MOTORCYCLE TRNG MEALS 1/22-2/3 CAMPA	684.00
189849	1/11/2024	CASC ENGINEERING AND CONSULTING INC	0050208	030724	001-2800-441.33-42	FOCUS AMEND-LAND US 11/23	441.25
			0050269	032079	100-4900-431.90-10	SAN G & RLRD GRADE DESIGN	1,837.50
189850	1/11/2024	CDW GOVERNMENT, INC	MX13027	032382	001-2800-441.36-00	VERBATIM WRLS KEYBOARD/MO	23.75
			NM16221	032266	670-7000-473.89-48	DELL 5470	2,383.14
			NN71708	032556	001-2200-421.89-48	DELL COMP/HARDWARE	1,295.79
			NN84103	032556	001-2200-421.89-48	DELL COMP/HARDWARE	9,801.33
189851	1/11/2024	CELL BUSINESS EQUIPMENT (CBE)	IN2690248	032562	001-2740-442.32-06	CODE ENFORCEMENT PRINTER	41.28
189852	1/11/2024	CHANDLER ASSET MANAGEMENT INC	2311BANNING	032081	001-4500-412.33-11	ASSET & INVESTMENT MGMT	1,980.19
			2312BANNING	032081	001-4500-412.33-11	ASSET & INVEST MGMT DEC23	1,998.58
189853	1/11/2024	CINTAS CORPORATION	4176405739	032321	001-4000-461.36-03	CLEANING CHEMICALS	112.94
			4176405754	032320	001-3600-461.25-02	PARKS UNIFORMS	49.54
			4177054303	032320	001-3600-461.25-02	PARK UNIFORMS	49.54
			4177778397	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78

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189853	1/11/2024	CINTAS CORPORATION	4177778583	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	310.81
			4178437209	032319	100-4900-431.25-02	UNIFORM SERVICES	86.73
					704-3200-412.25-02	UNIFORM SERVICES	4.38
			4178437294	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4178437327	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	310.81
			4179205149	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4179205204	032319	100-4900-431.25-02	UNIFORM SERVICES	86.73
					704-3200-412.25-02	UNIFORM SERVICES	4.38
			5188363404	032321	001-4000-461.36-00	FIRST AID KIT SUPPLIES	556.79
189854	1/11/2024	CITY OF BANNING (BNG)	FC B-5 JAN23		705-4500-412.32-06	HANGAR FC B-5 JAN 2023	185.89
			FC C-2 DEC23		001-3600-461.32-02	FC C-2 HANGAR DECEMBER 2023	197.57
189855	1/11/2024	COMCATE SOFTWARE, INC	8183	032583	001-2740-442.30-17	CE REN 7/1/23-6/30/24	10,883.06
189856	1/11/2024	CONSOLIDATED ELECTRICAL	0954-1026140	032190	704-3200-412.30-02	1 BULB	6.47
189857	1/11/2024	CUSTOM TROPHIES & UNEEK AWARDS	004984	032182	001-1400-412.36-00	NAME PLATE-MINJARES	14.54
189858	1/11/2024	CYBERTIME NETWORK COMMUNICATIONS	1521-240201	032557	660-6300-471.26-07	CITY LOOPED MICROWAVE BAC	1,900.00
			1522-240202	032558	703-3700-480.30-19	INTERNET CIRCUIT CITY HAL	699.00
189859	1/11/2024	DELTA DENTAL INSURANCE COMPANY	NOVEMBER 2023		001-0000-204.32-00	DENTAL HMO NOVEMBER 2023	897.80
189860	1/11/2024	E.R. BLOCK PLUMBING	140820	030133	660-6300-471.33-11	BACKFLOW TESTS	2,025.00
189861	1/11/2024	ENTERPRISE FM TRUST	FBN4934713		001-2200-421.32-06	PD #40 JAN 2023	370.02
					001-2300-424.32-06	ANIMAL CONT #80 JAN 2023	927.47
					001-2400-422.32-06	FIRE #110 JAN 2023	442.06
					001-2740-442.32-06	CODE ENF #437 438 JAN 2023	1,029.39
					001-3000-442.32-06	ENG #1201 JAN 2023	772.76
					001-3600-461.32-06	PARK #702 703 704 JAN 2023	1,545.15
					100-4900-431.32-06	STREET #600 626 627 628 JAN 2023	2,334.12
						STREET #624 625 JAN 2023	1,274.31
					660-6300-471.32-06	WATER #802 804 JAN 2023	1,506.94
						WATER #817 830 831 833 #838 839 840 841 908	6,270.64
					670-7000-473.32-06	ELEC 302 310 314 317 318 JAN 2023	3,495.95
					702-3800-480.32-06	FLEET #1001 JAN 2023	(413.63)
						FLEET #205 JAN 2023	365.24
					761-3110-480.32-06	METER #505 JAN 2023	441.65
189862	1/11/2024	FAITH IN ACTION	#10	032046	810-9700-490.90-59	SHELTER SUPPORT SERVICES	10,376.38
189863	1/11/2024	FRONTIER COMMUNICATIONS	2091884027DEC23		705-4500-412.26-05	209-188-4027 12/16/23-1/15/24	192.62
			2091885918JAN24		001-2200-421.26-05	209-188-5918 12/28/23-1/27/24	43.04
					001-2400-422.26-05	209-188-5918 12/28/23-1/27/24	62.75
					660-6300-471.26-05	209-188-5918 12/28/23-1/27/24	1,014.75
					670-7000-473.26-05	209-188-5918 12/28/23-1/27/24	289.78
					702-3800-480.26-05	209-188-5918 12/28/23-1/27/24	132.44
					705-4500-412.26-05	209-188-5918 12/28/23-1/27/24	1,676.61
			2131817186DEC23		703-3700-480.30-17	213-181-7186 12/19/23-1/18/24	468.88
			9511970006DEC23		670-7000-473.26-07	951-197-0006 12/5/23-1/4/2024	1,010.00
			9518493260JAN24		705-4500-412.26-05	951-849-3260 12/28/23-1/27/24	338.72
			9518497296DEC23		705-4500-412.26-05	951-849-7296 12/16/23-1/15/24	120.05
			9518499205DEC23		705-4500-412.26-05	951-849-9205 12/13/23-1/12/24	134.16
189864	1/11/2024	G & G ENVIRONMENTAL COMPLIANCE, INC	BANNING-1123	032642	680-8000-454.23-40	PRETREATMENT FOG	5,519.76
			BANNING-1223	032642	660-6300-471.23-37	NPDES & PRETREATMENT FOG	6,105.75
					680-8000-454.23-40	NPDES & PRETREATMENT FOG	3,563.53
189865	1/11/2024	GALLS, LLC	026182540	032388	001-2740-442.36-04	CLOTHING GEAR FOR ROBERT	115.25
			026182543	032388	001-2740-442.36-04	CLOTHING GEAR FOR ROBERT	53.28
			026182557	032388	001-2740-442.36-04	CLOTHING GEAR FOR ROBERT	366.43
			026182558	032388	001-2740-442.36-04	CLOTHING GEAR FOR ROBERT	217.46
189866	1/11/2024	GARDA CL WEST INC	20586289	031919	761-3100-480.23-43	EXCESS ITEMS NOV 23	59.37

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189867	1/11/2024	GAS COMPANY, THE	03292684002DC23		001-4000-461.26-06	COMM CENTER 11/15/23-12/14/23	112.98
			03442480665DC13		704-3200-412.26-06	2041 W NICOLET ACCT 034 4245 8066 5	44.78
			05192710001DC23		001-3600-461.26-06	PARKS & REC 11/15/23-12/14/23	21.60
			09142474007DC23		001-4050-461.26-06	SENIOR CENTER 11/15/23-12/14/23	334.14
			13392459007DC23		600-5100-435.26-06	408 S HATHAWAY ACCT 133 924 5900 7	127.88
			15684815176DC23		705-4500-412.26-06	99 E RAMSEY 11/15/23-12/14/23	35.45
			16108344439DC23		001-4010-461.26-06	AQUATICS 11/15/23-12/14/23	60.00
189868	1/11/2024	GOTPOOP LLC	23128	032637	001-3600-461.89-56	PET STATION	2,809.99
					110-5500-461.90-37	PET STATION	5,620.00
					110-5500-461.90-38	PET STATION	3,747.14
					110-5500-461.90-69	PET STATION	1,872.87
189869	1/11/2024	GRAINGER	9934859571	032214	660-6300-471.45-16	FACESHEILD AND ASSEMBLY	218.17
189870	1/11/2024	GREEN DREAM INTERNATIONAL LLC	GDIAC-032412-3	032412	660-6300-471.45-17	CLASS II BASE AND SAND	2,463.49
189871	1/11/2024	HERC RENTALS INC.	33764570-004	031620	100-4900-431.32-06	WHEEL LOADER	6,161.76
			33764570-005	031620	100-4900-431.32-06	WHEEL LOADER	6,431.14
189872	1/11/2024	HOME DEPOT #8987	1012817	032194	704-3200-412.36-00	TOOLS/SUPPLIES	26.81
189873	1/11/2024	HUERTA JR., GILBERT	DECEMBER 2023		001-4000-461.23-15	KUNG-FU TAI CHI DECEMBER 2023	437.50
189874	1/11/2024	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20240112		001-0000-204.80-10	PAYROLL SUMMARY	3,051.81
189875	1/11/2024	INNOVATIVE FEDERAL STRATEGIES	COB122023	032524	705-4500-412.33-11	FEDERAL LOBBYING	4,776.29
189876	1/11/2024	IRON MOUNTAIN INFORMATION MGMT, LLC	JCKH153	032393	670-7000-473.33-11	SHREDDING SERVICE	144.76
189877	1/11/2024	JOHNSON, WILLIAM	DECEMBER 2023		001-4000-461.23-15	BASKETBALL INST DECEMBER 2023	560.00
189878	1/11/2024	KEN GRODY FORD REDLANDS	29585	032317	702-3800-480.38-52	HOSE ASY #50	72.49
189879	1/11/2024	KOLLER, MARIE	DECEMBER 2023		001-4000-461.23-15	DRAMA INSTRUCTION DECEMBER 2023	8.40
189880	1/11/2024	LOADER, MICHAEL	ADPP 1/1/2024		001-0000-112.00-00	ADV DISABIL PENSION JAN 23	5,540.74
189881	1/11/2024	MARIPOSA LANDSCAPES, INC	102694	031803	660-6300-471.45-07	MAY 2023 LANDSCAPE SRVCS	1,774.98
			103084	031803	660-6300-471.45-07	JUN 2023 LANDSCAPE SRVCS	1,774.98
			105265	030833	001-3600-461.23-29	NOV LANDSCAPE MAINT	8,277.41
					001-4000-461.23-29	NOV LANDSCAPE MAINT	697.42
					001-4010-461.23-29	NOV LANDSCAPE MAINT	816.67
					001-4050-461.23-29	NOV LANDSCAPE MAINT	500.02
			105691	030833	001-3600-461.23-29	GROUNDS & PARK SERVICES	8,277.41
					001-4000-461.23-29	GROUNDS & PARK SERVICES	697.42
					001-4010-461.23-29	GROUNDS & PARK SERVICES	816.67
					001-4050-461.23-29	GROUNDS & PARK SERVICES	500.02
			105692	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
			105693	032405	660-6300-471.45-07	BRINTON & SUNSET RESERVOI	1,908.11
			105876	032405	100-4900-431.23-29	IRR FILTERS REPAIR-RAMSEY	233.00
			105877	032658	100-4900-431.23-17	PALM TREE RMVL OF DOROTHY	2,275.00
189882	1/11/2024	MCCOY-TORRES, LYNETTE	DECEMBER 2023		001-4000-461.23-15	STRETCH STRENGTH DECEMBER 2023	31.50
189883	1/11/2024	MERCFUEL, INC	2257909		600-5100-435.36-12	AVGAS-AVCA FED OIL SPILL/EXCISE TAX	36,051.51
189884	1/11/2024	MICHAEL BAKER INTERNATIONAL, INC	1199159		002-0000-222.31-42	SUNSET CROSSROADS PM PER ENDING 12/3/23 #30874	5,758.75
					002-2800-361.41-02	SUNSET CROSSROADS PM PER ENDING 12/3/23 #30874	(5,758.75)
				030874	002-2800-441.33-11	MBI SUNSET CROSSROADS1203	5,758.75
189885	1/11/2024	MIKE ROQUET CONSTRUCTION, INC.	0202-165CR	032610	660-0000-232.00-00	REMOVE & HAUL AWAY 4" ASH RETAINAGE	(1,244.50)
					660-6300-471.45-08	REMOVE & HAUL AWAY 4" ASH	24,890.00
189886	1/11/2024	MITSUBISHI ELECTRIC & ELECTRONICS	475701	031409	704-3200-412.30-02	REGULAR SERVICE	341.67
189887	1/11/2024	MOBILE TURTLE FLEET & AUTO DETAIL	1899		702-3800-480.30-05	BUS DISINFECTING 32503	690.00
189888	1/11/2024	MORGAN, DEIDRA J	DECEMBER 2023		001-4000-461.23-15	TOT TIME CLASS DECEMBER 2023	115.50
189889	1/11/2024	MY COI LLC	1412561902	032646	705-4500-412.33-11	ANNUAL COMPLIANCE MGTMN	11,600.00
189890	1/11/2024	NATIONAL BUSINESS FURNITURE, LLC	MK600057-OTG	032592	222-0001-410.90-55	STACY'S DESK - CH REMODEL	2,828.78
189891	1/11/2024	NOTTINGHAM, MICHAEL	MEALS 1/11-12		001-2200-421.23-06	DUI COURSE MEALS 1/11-12	90.00
189892	1/11/2024	OLIN CORPORATION	900361801	032622	660-6300-471.36-08	SODIUM HYPOCHLORITE	6,827.94

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189893	1/11/2024	ORACLE AMERICA INC	100970341	032099	705-4500-412.33-11	SUBSCRIP NETSUITE 9-12/23	17,548.50
189894	1/11/2024	PARKHOUSE TIRE, INC.	2010881682	032427	702-3800-480.38-52	TIRES #303	810.82
			2010883186	032427	702-3800-480.38-52	TIRES #242	1,002.32
189895	1/11/2024	PARS	20240112		001-0000-204.25-00	PAYROLL SUMMARY	98.44
189896	1/11/2024	PARTS AUTHORITY	062-763708	032423	702-3800-480.38-52	BRAKE PAD #839	91.07
			062-822457	032423	702-3800-480.38-52	12 VOLT BTTY #242	291.13
			076-133536	032423	702-3800-480.38-52	RAD HOSE #50	89.01
			091-057735	032423	702-3800-480.38-52	BTTY	(20.47)
			091-057775	032423	702-3800-480.38-52	BTTY WARRNTY CREDIT	(134.09)
			091-319352	032423	702-3800-480.38-52	GAS SHOCK #839	121.65
			091-319691	032423	702-3800-480.38-52	OIL FILTER #242	93.16
			091-319724	032423	702-3800-480.38-52	OIL FILTER (5) #40	26.56
			091-319798	032423	702-3800-480.38-52	PARTICULATE CAB #35	12.04
			091-319848	032423	702-3800-480.38-52	TOP COG V-BELT #732	29.83
			091-320222	032423	702-3800-480.38-52	BLU DEF #823,824	111.11
			091-320441	032423	702-3800-480.38-52	AIR/CABING FILTERS #318	31.86
			091-320449	032423	702-3800-480.38-52	OIL FILTER #318	5.31
			091-320549	032423	702-3800-480.38-52	OIL FILTER #360	5.31
			091-320747	032423	702-3800-480.38-52	SWITCH ASSY - OIL #50	19.91
			091-320775	032423	702-3800-480.38-52	BTTYS /#95/#315	378.54
			091-320795	032423	702-3800-480.38-52	12 VIKT BRRT #242	291.13
189897	1/11/2024	PLATT, JEFFREY	REIMB 1/2/2024		810-9700-490.90-59	LUNCH-COMM CLEAN-UP LA VILLA BURGERS	71.25
189898	1/11/2024	PULVER, JODEANE V	DECEMBER 2023		001-4000-461.23-15	YOGA INSTRUCTION DECEMBER 2023	136.50
189899	1/11/2024	QUADIENT POSTAGE FUNDING	1042024		705-4500-412.23-04	ADD POSTAGE TO METER JAN23	5,000.00
189900	1/11/2024	RECORD GAZETTE, THE	00198645	032184	001-1400-412.23-01	PUBLIC NOTICE-YOUTH COUNC	212.33
			00199463	032184	001-2800-441.23-01	SUMMARY ORDINANCE 1599	691.34
			00199464	032184	001-2800-441.23-01	PUBLIC NOTICE-HOUSING ELE	460.87
189901	1/11/2024	RINCON CONSULTANTS, INC.	52897	030802	001-2800-441.33-11	BANNING HOUSING EL 11/23	6,899.75
189902	1/11/2024	ROMO PLANNING GROUP, INC.	2023-10	030645	001-2800-441.33-41	PLAN SERV 10/01-11/04/23	22,897.50
189903	1/11/2024	SCCI, INC DBA	229624	032413	660-6300-471.23-06	SAFETY MEETING	250.00
189904	1/11/2024	SCPPA	1223		670-7000-473.23-05	SCPPA T&D E&O CONF 2023	122.12
				032630	675-7020-473.33-11	EFF SVC GROUP	2,572.50
				032639	675-7020-473.33-25	RICHARD HEATH ASSOC	564.68
				032661	670-7010-473.27-50	CALETC-2024 ANN DUES	6,250.00
				032668	670-7010-473.27-50	BUREAU OF RECLAMATION	343.29
189905	1/11/2024	SGP DESIGN AND PRINT	12987	032213	670-7000-473.23-02	DUAL LOGO DECALS	404.06
			12989	032379	702-3800-480.38-52	DECALS EIN NUMBERS	107.75
			12990	032379	702-3800-480.38-52	SUPPLIES/BANNER/DECALS	372.31
189906	1/11/2024	SHRED-IT USA, LLC	8005612911	032593	705-4500-412.33-11	PAPER SHREDDING CITY HALL	78.28
189907	1/11/2024	SMART & FINAL	892100	032280	001-4050-461.36-65	SENIOR CENTER SUPPLIES	92.38
189908	1/11/2024	SO CAL WEST COAST ELECTRIC, INC	44823	032585	222-0000-232.00-00	CITY HALL MOD DESK ENERG RETAINAGE	(566.50)
					222-0001-410.90-55	CITY HALL MOD DESK ENERG	11,330.00
189909	1/11/2024	SOUTHERN CALIFORNIA EDISON	181920312NOV23		660-6300-471.23-42	WELL 11 LATE FEE	1.10
					660-6300-471.26-04	WELL 11 11/9/23-12/11/23	153.70
			183084312NOV23		660-6300-471.26-04	WELL 12 11/9/23-12/11/23	165.07
			360580366DEC23		660-6300-471.23-42	DEL RITA BOOSTER LATE FEE	0.44
					660-6300-471.26-04	DEL RITA BOOSTER 11/9/23-12/11/23	72.96
			360828122DEC23		670-7000-473.26-04	SVC HIGHLAND HOME S/O WESTWARD DEC23	91.89
189910	1/11/2024	STAPLES BUSINESS ADVANTAGE	3553431178	032396	001-2800-441.36-00	OFFICE SUPPLIES	61.46
			3554336904	032340	670-7000-473.36-00	OFFICE SUPPLIES	392.40
			3554814981	032341	705-4500-412.36-00	FLOOR MATS	777.14
			3555214591	032198	001-3000-442.36-00	TONER	250.68
			3555275808	032396	001-2800-441.36-00	OFFICE SUPPLIES	153.19
			3555585111	032396	001-2800-441.36-00	OFFICE SUPPLIES	39.39
189911	1/11/2024	STONE, PAMELA	EYEWEAR FY24		001-2210-421.25-10	EMPLOYEE EYEWEAR REIMB IBEW GEN MOU STONE	250.00

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189912	1/11/2024	TIME WARNER CABLE	0331839122523		670-7000-473.26-07	FIBER OPTIC INTERNET 12/25/23-1/24/24	983.37
189913	1/11/2024	UNITED WATER WORKS, INC	S100126848.001		660-0000-131.00-00	INVENTORY PO NUM 032200	850.75
			S100126888.001		660-0000-131.00-00	INVENTORY PO NUM 032200	1,638.88
189914	1/11/2024	VIGILANT LLC	20757	032607	703-3700-480.33-11	MEDR: CONTRACTED AMOUNT	2,835.60
			20758	032607	703-3700-480.33-11	MNDR: CITY HALL & PD	5,364.34
189915	1/11/2024	VIRTUAL PROJECT MANAGER, LLC	12-3883	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
189916	1/11/2024	WALKER, BRIAN	MEALS 1/17		001-2200-421.23-06	USE OF FORCE MEALS 1/17 WALKER	0.00
189917	1/11/2024	WESTERN WATER WORKS SUPPLY CO	1140977-00		660-0000-131.00-00	INVENTORY PO NUM 032418	2,015.03
189918	1/11/2024	WESTRUX INTERNATIONAL INC	04P235678	032404	702-3800-480.38-52	TANK, FUEL SURCHG #340	128.84
189919	1/11/2024	WILLIAMS SCOTSMAN, INC	9019769833	032201	810-9700-490.90-59	BRYANT ST OFFICES	2,743.32
189920	1/11/2024	WITTMAN ENTERPRISES, LLC	231201202	032553	001-2400-422.33-11	BILLING SVC DEC 2023	4,479.50
189921	1/11/2024	XENIA PACIFIC, INC	6110	032397	001-2740-442.36-04	CE UNIFORM EMBROIDERY	96.98
189922	1/18/2024	ACOSTA, JESSICA	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 89265-21302 JAN24	256.26
189923	1/18/2024	ALL STAR GLASS, INC.	1026909	032543	702-3800-480.30-05	#244 WINDOW	493.10
189924	1/18/2024	AMAZON BUSINESS	111Y-LRCF-19Y7	032293	430-2900-441.90-15	CREDIT FOR INV. 1LHD-TQT	(6.23)
			139M-CTXF-1HDJ	032293	430-2900-441.90-15	CREDIT FOR INV. 1LHD-TQT	(6.23)
			139M-CTXF-1K3W	032293	430-2900-441.90-15	CREDIT FOR INV. 1LHD-TQT	(99.68)
			1DLJ-WXW3-CDT7	032293	001-3000-442.36-00	2024 PLANNER	21.50
			1FKY-TX34-F9X9	032381	001-2740-442.36-04	CREDIT MEMO	(71.67)
			1FY6-VQR7-1QT6	032293	430-2900-441.90-15	CREDIT FOR INV. 1LHD-TQT	(24.92)
			1LHD-TQT1-HMY1	032293	430-2900-441.90-15	FURNITURE FOR CITY HALL	174.44
			1PNV-XKWK-1DRQ	032293	430-2900-441.90-15	CREDIT FOR INV. 1LHD-TQT	(18.69)
			1T9P-KMQG-TVYC	032433	001-2200-421.36-00	DUI CHECKPOINT SUPPLIES	1,158.35
			1V99-9W1W-KVWQ	032293	001-3000-442.36-00	2024 PLANNER & CALENDAR	70.02
189925	1/18/2024	AMERICAN FORENSIC NURSES	78395	032464	001-2200-421.33-31	STAND BY FEE FEB24	1,021.02
189926	1/18/2024	ASCAP	100006264984		001-4000-461.41-04	LICENSE FEE JAN-DEC 2024 MUSIC-PARKS & REC	434.00
189927	1/18/2024	AT&T CALNET 2	000021010264		001-2200-421.26-05	DECEMBER 2023 BAN# 9391033242	193.92
189928	1/18/2024	AT&T MOBILITY LLC	287332160111223		001-2200-421.26-05	MONTHLY SERVICES ACCT#287332160118	1,207.20
			992351038121923		001-2200-421.26-05	MONTHLY SERVICES ACCT#FAN02391479	1,673.91
189929	1/18/2024	B&A CONSTRUCTION & RENOVATIONS LLC	24-7100002 REF		660-6300-356.38-12	FIREFLOW TEST REFUND B&A CONSTRUCTION	95.00
189930	1/18/2024	BANNING POLICE OFFICERS ASSOC.	DECEMBER 2023		001-0000-204.50-00	POLICE OFFICER ASSOC DUES DECEMBER 2023	2,660.30
189931	1/18/2024	BEAUMONT DO IT BEST HOME CENTER	537204	032430	001-2200-421.36-00	PD SUPPLIES	23.67
			537317	032277	001-4010-461.30-02	PEST CONTROL	61.57
			537766	032238	610-5800-434.36-00	TRASH CANS/BUS STOP	61.39
			537772	032304	704-3200-412.30-02	TOOLS/SUPPLIES	75.34
			537827	032304	704-3200-412.30-02	TOOLS/SUPPLIES	40.21
			537829	032304	100-4900-431.36-00	ELECTRICAL TAPE	10.55
			537881	032304	704-3200-412.30-02	TOOLS/SUPPLIES	68.82
			537892	032304	100-4900-431.36-00	TOOLS/SUPPLIES	56.01
189932	1/18/2024	BIO-TOX LABORATORIES	45233	032466	001-2200-421.33-31	BLOOD ALCOHOL PD	554.00
			45234	032466	001-2200-421.33-31	BLOOD ALCOHOL PD	358.00
			45324	032466	001-2200-421.33-31	BLOOD ALCOHOL CHP	96.00
189933	1/18/2024	BLAIS & ASSOCIATES, LLC	BA_6416_2023	032680	001-3600-461.33-11	OUTDOOR EQUITY	4,284.00
			BA_6539_2023	032680	001-3600-461.33-11	OUTDOOR EQUITY	4,284.00
189934	1/18/2024	BROWN, DONNA & LEONARD	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 88963-53478 JAN24	166.60
189935	1/18/2024	CALACT	2024-133		610-5800-434.23-03	2024 LOCAL/REGIONAL GOVT ART VELA	800.00
189936	1/18/2024	CALIFORNIA LAW ENFORCE ASSN	JANUARY 2024		001-0000-204.80-13	POLICE LTD PREMIUMS JANUARY 2024	1,088.00
189937	1/18/2024	CALIFORNIA WATER ENVIRONMENT	FY24 CERT394708		660-6300-471.23-03	COLLECTION SY MAIN GRADE1 2/28/24-2/28/25 TREMBLY	98.00
189938	1/18/2024	CANON FINANCIAL SERVICES, INC	31775430	032575	001-2200-421.32-06	RECORDS PRINTER	332.16
189939	1/18/2024	CAPITAL REALTY ANALYSTS, INC	23-2502		001-1210-412.33-11	CAF NORTH SIDE RAMSEY EAST OF HARGRAVE	1,800.00
						CAF NORTH SIDE RAMSEY WEST OF HARGRAVE	3,200.00
						TITLE REPORT JUSTICE CENTER PARCELS	1,000.00
189940	1/18/2024	CARNEY, LINDA & JAMES	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 13475-9862 JAN24	104.71

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189941	1/18/2024	CELL BUSINESS EQUIP-LEASING	5028073724	032577	705-4500-412.33-11	FPI MAILING EQUIPMENT	439.04
189942	1/18/2024	CELL BUSINESS EQUIPMENT (CBE)	IN2686948	032576	001-2200-421.32-06	PD PRINTERS	53.01
			IN2690611	032576	001-2200-421.32-06	RECORDS PRINTER	69.52
189943	1/18/2024	CINTAS CORPORATION	4176405834	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4177054484	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4177778284	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4177778520	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4178437226	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4178437331	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4179205087	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4179205373	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4179917852	032319	100-4900-431.25-02	UNIFORM SERVICES	86.73
					704-3200-412.25-02	UNIFORM SERVICES	4.38
189944	1/18/2024	CITY OF BANNING (BNG)	FC C-2 JAN24		001-3600-461.32-02	FC C-2 HANGAR JANUARY 2024	197.57
189945	1/18/2024	CORBETT, JOHN & KARLA	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 2699-5162 JAN24	216.00
189946	1/18/2024	CORE & MAIN, LP	U007334		660-0000-131.00-00	INVENTORY PO NUM 032355	1,080.95
			U067166		660-0000-131.00-00	INVENTORY PO NUM 032355	395.66
189947	1/18/2024	CORRAL, DANIEL	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 4091-3176 JAN24	44.28
189948	1/18/2024	DELGADO, MODESTO & BLANCA	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 89895-54456 JAN24	159.82
189949	1/18/2024	DUKE'S ROOT CONTROL INC	19587	032612	680-8000-454.45-09	ROOT CONTROL	24,621.52
189950	1/18/2024	FAITH IN ACTION	#11	032046	810-9700-490.90-59	SHELTER SERVICES	14,001.31
189951	1/18/2024	FALEN LAW OFFICES, LLC.	33290	029829	660-6300-471.90-78	FLUME LEGAL SERVICES	2,240.00
			33408	029829	660-6300-471.90-78	FLUME LEGAL SERVICES	3,290.00
189952	1/18/2024	FIECK, BRIANA & KYLE	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 76913-17906 JAN24	674.60
189953	1/18/2024	FINDLEY, HENRY	87899-17938 AC		675-7020-473.42-35	REBATER RES CENTRAL AC SPLIT SYSTEM	1,800.00
189954	1/18/2024	FONSECA, FELIPE	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 82155-19876 JAN24	111.33
189955	1/18/2024	FRONTIER COMMUNICATIONS	9518491595DEC23		001-2200-421.26-05	951-849-1595 12/13/23-01/12/24	113.87
			9519220196DEC23		001-2200-421.26-05	951-922-0196 12/16/23-01/15/24	1,146.73
			9519220262JAN24		705-4500-412.26-05	951-922-0262 01/04/2024-02/03/2024	124.42
189956	1/18/2024	GALLS, LLC	026444019	032465	001-2200-421.36-04	FOR MANUEL RODRIGUEZ	224.05
			026444023	032465	001-2200-421.36-04	FOR MANUEL RODRIGUEZ	692.92
			026490864	032465	001-2200-421.36-04	FOR ALEC HALVERSON	14.14
			026490870	032465	001-2200-421.36-04	FOR ALEC HALVERSON	612.46
			026490882	032465	001-2200-421.36-04	FOR ALEC HALVERSON	25.80
			026490897	032465	001-2200-421.36-04	FOR ALEC HALVERSON	442.90
			026580409	032465	001-2200-421.36-04	FOR JOSE ARMAS	344.16
			026641300	032465	001-2200-421.36-04	FOR JOSE HERNANDEZ	222.74
			026652266	032465	001-2200-421.36-04	FOR JOSE ARMAS	475.20
			026652277	032465	001-2200-421.36-04	FOR JOSE ARMAS	132.64
			026713972	032465	001-2200-421.36-04	FOR JOSE ARMAS	178.34
			026713973	032465	001-2200-421.36-04	FOR JOSUE HERNANDEZ	178.34
			026767199	032465	001-2200-421.36-04	FOR JOSUE HERNANDEZ	14.14
			026767202	032465	001-2200-421.36-04	FOR JOSUE HERNANDEZ	160.63
			026767221	032465	001-2200-421.36-04	FOR JOSUE HERNANDES	433.93
			026779661	032465	001-2200-421.36-04	FOR ARMAS	215.29
			026779667	032465	001-2200-421.36-04	FOR JOSUE HERNANDEZ	252.28
189957	1/18/2024	GARCIA, RICHARD	000109505		001-0000-218.22-22	UB CR REFUND-FINALS 000009780	72.57
189958	1/18/2024	GAS COMPANY, THE	07702683751DC23		001-2200-421.26-06	125 E RAMSEY 11/16/23-12/14/23	764.89
			19499362408DC23		100-4900-431.26-06	176 E LINCOLN ST 11/22/23-12/21/23	144.91
					660-6300-471.26-06	176 E LINCOLN ST 11/22/23-12/21/23	323.26

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189958	1/18/2024	GAS COMPANY, THE	19499362408DC23		670-7000-473.26-06	176 E LINCOLN ST 11/22/23-12/21/23	323.26
					702-3800-480.26-06	176 E LINCOLN ST 11/22/23-12/21/23	323.26
189959	1/18/2024	GIRARD, PAUL	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 74153-47976 JAN24	30.62
189960	1/18/2024	GONZALEZ, GENE	EYEWEAR FY24		001-2700-442.25-10	EMPLOYEE EYEWEAR REIMB TEAMSTERS MOU GONZALEZ	75.20
189961	1/18/2024	GONZALEZ, JOSE	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 66275-53670 JAN24	186.00
189962	1/18/2024	GOPHER SPORT	IN340625	032448	001-4000-461.36-09	BASKETBALL SUPPLIES	983.10
189963	1/18/2024	GRAINGER	9946106557	032313	702-3800-480.38-52	DRUM LIFTER SHOP	139.17
			9946189520	032313	702-3800-480.38-52	SAFETY SIGN	16.27
189964	1/18/2024	GUZMAN, DAVID	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 79157-53694 JAN24	116.68
189965	1/18/2024	HEMET VALLEY TOOL, INC	39000	032218	660-6300-471.45-16	VARIOUS ITEMS	959.87
189966	1/18/2024	HENDERSON-DITCHFIELD, WENDY	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 54423-51528 JAN24	748.13
189967	1/18/2024	HERNANDEZ, VICKIE & KEVIN	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 55185-702 JAN24	208.02
189968	1/18/2024	HOME DEPOT #8987	6011594		660-0000-131.00-00	QUIKRETE CONCRETE MIX PO NUM 032255	262.87
			9362981		660-0000-131.00-00	QUIKRETE CONCRETE MIX PO NUM 032255	235.93
189969	1/18/2024	I.B.E.W. LOCAL 47	DECEMBER 2023		001-0000-204.53-00	GEN/UTILITY UNION DUES DECEMBER 2023	10,755.88
189970	1/18/2024	I.B.E.W. LOCAL 47 (PAC)	DECEMBER 2023		001-0000-204.80-01	PAC DUES DECEMBER 2023	40.00
189971	1/18/2024	IMPERIAL SUPPLIES, LLC	I0018U1781	032315	702-3800-480.38-52	PARTS #812	174.72
189972	1/18/2024	INNOVATIVE EMERGENCY EQUIPMENT	32304	032331	702-3800-480.38-52	DUAL USB CHARGER #93	55.19
189973	1/18/2024	KEITH KILMER	23-004		001-2200-421.33-11	INVESTIGATIVE SERVICES # IA 23-004	10,172.06
			23-005		001-2200-421.33-11	INVESTIGATIVE SERVICES # IA 23-005	3,948.82
			23-006		001-2200-421.33-11	INVESTIGATIVE SERVICES # IA 23-006	7,625.93
			23-007		001-2200-421.33-11	INVESTIGATIVE SERVICES # IA 23-007	1,835.43
189974	1/18/2024	KEN GRODY FORD REDLANDS	263520	032317	702-3800-480.30-05	REPAIRS #05	576.21
189975	1/18/2024	KNAPP, BRIAN & KATHY	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 62681-53278 JAN24	162.05
189976	1/18/2024	LACASSE, NICOLAS & CAPPS, MN	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 89719-1014 JAN24	165.08
189977	1/18/2024	LEXISNEXIS RISK SOLUTIONS	160860120231231	032332	001-2200-421.30-17	DB SOFTWARE	112.55
189978	1/18/2024	LOPEZ, JAIME A	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 47321-48626 JAN24	110.50
189979	1/18/2024	MARIPOSA LANDSCAPES, INC	103535	032405	660-6300-471.45-07	BRINTON & SUNSET JULY 23	1,908.11
			103955	032405	660-6300-471.45-07	BRINTON & SUNSET AUG 2023	1,908.11
			104833	032405	660-6300-471.45-07	BRINTON & SUNSET OCT 2023	1,908.11
			105267	032405	660-6300-471.45-07	BRINTON & SUNSET RESERVOI	1,908.11
189980	1/18/2024	MIXON, FRANKLEN	MEALS 1/29-2/7		001-2200-421.23-06	FIRST AID/CPR/AED MEALS 1/29-2/7 MIXON	0.00
189981	1/18/2024	MOBLEY, LUCY Y	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 61651-52694 JAN24	28.38
189982	1/18/2024	MORRISSEY, BRIAN	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 39067-21304 JAN24	185.65
189983	1/18/2024	N2W ENGINEERING, INC	0420	032037	680-8000-454.90-10	WWTP	19,871.50
189984	1/18/2024	ORACLE AMERICA INC	101131055	032099	222-0001-410.90-49	TIME AND MATERIALS	30,650.65
189985	1/18/2024	PACKHAM & TOOMEY, INC	2023569	032542	600-5100-435.30-06	MONTHLY SPCC INSPECTION	125.00
			2023570	032567	702-3800-480.30-06	MTHLY INSP & REPORT	135.00
			2023571	032567	702-3800-480.30-06	ANN MONITOR TES	675.00
			2023572	032567	702-3800-480.38-52	VST DIESEL HOSE/SWIVEL	386.31
189986	1/18/2024	PARKHOUSE TIRE, INC.	2010881027	032427	702-3800-480.38-52	TIRES #90	709.57
			2010881122	032427	702-3800-480.38-52	TIRES #95	271.52
			2010883868	032427	702-3800-480.38-52	TIRES #05	145.48
			2010883881	032427	702-3800-480.38-52	TIRES #53	301.14
189987	1/18/2024	PARTS AUTHORITY	062-822677	032423	702-3800-480.38-52	AC COMP #80	479.89
			062-830003	032423	702-3800-480.38-52	12 VOLT COMMER #617	787.79
			062-832577	032423	702-3800-480.38-52	OIL FILTER #805	15.95
			091-057780	032423	702-3800-480.38-52	12 VOLT BTTY CREDIT	(291.13)
			091-057828	032423	702-3800-480.38-52	WATER PUMP	90.53
			091-320931	032423	702-3800-480.38-52	PARTICULATE CAB #33	12.04
			091-320963	032423	702-3800-480.38-52	12V PASS CAR LT #53	190.56
			091-320992	032423	702-3800-480.38-52	AUTOMATIC #05	57.93
			091-321011	032423	702-3800-480.38-52	ATF FLUID #05	72.41
			091-321027	032423	702-3800-480.38-52	BAR LINK KIT #225	17.97
			091-57776	032423	702-3800-480.38-52	BTTY WARR CREDIT	(291.13)

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189987	1/18/2024	PARTS AUTHORITY	117-475134	032423	702-3800-480.38-52	CONTR-ARM ASSEL #225	52.71
189988	1/18/2024	PHELPS, ROBERT	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 89833-638 JAN24	174.92
189989	1/18/2024	PRESS-ENTERPRISE, THE	0011636610	032597	001-3000-442.23-01	RFP 23-045 LIONS PARK DSG	126.17
			0011639353	032597	001-3000-442.23-01	IFB 23-044 DUMP SITE GATE	126.17
189990	1/18/2024	PRO-RISE GARAGE DOOR CO	00024940	032692	670-7000-473.30-02	GARAGE DOOR REPAIR AT ELE	6,500.00
189991	1/18/2024	RACEWAY FORD INC	3747393CM	032649	702-3800-480.38-52	CORE CREDIT	(1,087.50)
			3747964	032649	702-3800-480.38-52	PARTS #37	965.10
			3747964CM	032649	702-3800-480.38-52	INSULATOR	(7.00)
			3748275	032649	702-3800-480.38-52	AUTO TRANS/CORE #05	4,785.00
189992	1/18/2024	RAYNER, WILLIAM & FRANCES	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 81423-49782 JAN24	537.87
189993	1/18/2024	RECORD GAZETTE, THE	00199400	032506	690-9600-453.23-01	COMM CLEAN UP EVENT AD	556.00
			00199675	032184	001-1400-412.23-01	PUBLIC NOTICE VACANCY	138.21
189994	1/18/2024	RIV. CO. FIRE DEPARTMENT	235221		001-0000-219.00-00	4TH QTR FY 2023 JULY-SEPTEMBER 2023	862,099.04
189995	1/18/2024	RIVERSIDE COUNTY SHERIFF-PSEC	PE0000001400		001-2200-421.26-07	CNTY RIV PUBLIC SAFETY EC NOVEMBER 2023	4,865.29
189996	1/18/2024	RIVERSIDE, COUNTY OF	OCT-DEC23		001-2200-321.18-06	PARKING CITATION ASSESS DECEMBER 2023	159.50
						PARKING CITATION ASSESS NOVEMBER 2023	135.50
						PARKING CITATION ASSESS OCTOBER 2023	238.60
189997	1/18/2024	ROBINSON, BRANDON A	TRAVEL 12/6-7		670-7000-473.23-05	CUEA QTRLY BOARD MTG MEALS 12/6-7 ROBINSON	128.02
189998	1/18/2024	ROMO PLANNING GROUP, INC.	2023-11	030645	001-2800-441.33-41	PLAN SERV 11/05-12/02/23	20,540.00
189999	1/18/2024	SAN BERNARDINO PUBLIC EMPLOYEES	DECEMBER 2023		001-0000-204.51-00	TEAMSTERS DUES DECEMBER 2023	2,411.32
190000	1/18/2024	SATELLITE PHONE STORE	9408-1018670	032428	703-3700-480.30-19	IRIDIUM MONTHLY EMERGENCY	307.95
190001	1/18/2024	SCA OF CA, LLC	157660PS	031802	100-4900-431.33-11	STREET SWEEPING SERVICES	10,080.00
190002	1/18/2024	SCPPA	0124	032639	675-7020-473.33-25	RICHARD HEATH ASSOCIATES	1,060.50
190003	1/18/2024	SILVER & WRIGHT, LLP	32203	032119	700-5300-480.33-04	COPDE ENFORCEMENT	19,148.08
190004	1/18/2024	SITEONE LANDSCAPE SUPPLY	136981245-001	032438	001-3600-461.30-16	LANDSCAPE SUPPLY	884.77
190005	1/18/2024	SMART & FINAL	341822	032280	001-4050-461.36-65	COFFEE AND SUPPLIES	51.60
			778288	032280	201-4060-446.42-07	SNACKS AND WATER	46.22
190006	1/18/2024	SOFTWARE ONE, INC	US-PSI-1416715	032564	703-3700-480.30-17	BACKUP SIMPLE SERVER	890.00
190007	1/18/2024	SOUTHERN CALIFORNIA GAS CO	09242310481DE23		702-3800-480.36-61	NATURAL GAS VEHICLE FUEL 12/1/23-1/1/24	8,151.22
190008	1/18/2024	STAPLES BUSINESS ADVANTAGE	3554661202	032342	001-2200-421.36-00	PD SUPPLIES	319.90
			3555585110	032343	704-3200-412.36-03	JANITORIAL SUPPLIES	1,303.00
190009	1/18/2024	STATE OF CALIFORNIA DOJ	700111	032502	001-2200-421.33-94	LIVESCANS FOR NOV23	1,330.00
			703897	032502	001-2200-421.33-31	CHP BLOOD ANALYSIS	105.00
			703949	032502	001-2200-421.33-31	CHP BLOOD ANALYSIS	105.00
190010	1/18/2024	STATE WATER RESOURCES CONTROL	LW-1044604		660-6300-471.41-04	COMM WA SYSTEM # 3310006 07/01/2023-06/30/2024	37,832.58
190011	1/18/2024	STATE WATER RESOURCES CONTROL	FY24 CERT 9638		660-6300-471.41-04	CERT RENEWAL GRADE D3 J VALDEZ OP#9638	90.00
190012	1/18/2024	TEC EQUIPMENT, INC	1695604F	032260	702-3800-480.38-52	ASSY ASA #812	208.13
190013	1/18/2024	TELEPACIFIC COMMUNICATIONS	176425765-0		001-2200-421.26-05	PD PHONE SERVICE DECEMBER 2023	647.91
					705-4500-412.26-05	CENTRAL SERVICES PHONE DECEMBER 2023	2,975.52
190014	1/18/2024	THE HOME DEPOT PRO	771600004	032250	660-6300-471.45-17	MATERIALS	471.64
			774905996	032250	660-6300-471.45-17	CREDIT MEMO	(109.91)
190015	1/18/2024	THOMSON REUTERS - WEST	849592285		001-2400-422.23-03	CCR T 19 PUBLIC SAFETY C JAN 1 2024-DEC 31 2024	249.23
190016	1/18/2024	TIME WARNER/CHARTER	0014070010124		001-2060-446.26-09	COMMUNITY CENTER ACCT# 8448 41 081 0014070	32.71
			0014070120123		001-2060-446.26-09	COMMUNITY CENTER ACCT 8448 41 081 0014070	32.71
			0015614010124		001-2400-422.26-09	172 N MURRAY ST ACCT# 8448 41 081 0015614	32.12
			0017099010124		001-2400-422.26-09	3900 W WILSON ACCT# 8448 41 081 0017099	210.73
			0022933010124		001-2060-446.26-09	SENIOR CENTER ACCT# 8448 41 081 0022933	32.71
			0022933120123		001-2060-446.26-09	SENIOR CENTER ACCT 8448 41 081 0022933	32.71
			0051007122523		001-2060-446.26-09	CITY HALL ACCT 8448 41 081 0051007	146.95
190017	1/18/2024	TIMECLOCK PLUS, LLC	INV00314101	032689	001-2200-421.30-17	SCHEDULE ANYWHERE	2,178.00
190018	1/18/2024	TRANSTRACK SYSTEMS INC	INV0000001127	031821	610-5800-434.33-11	CONSULTING SVCS	4,068.75
			INV0000001243	031821	610-5800-434.33-11	CONSULTING SVCS	4,200.00
			INV0000001272	031821	610-5800-434.33-11	CONSULTING SVCS	4,900.00
190019	1/18/2024	UNDERGROUND SERVICE ALERT	1220230043		100-4900-431.30-13	54 NEW TICKETS JANUARY 2024	34.83
					660-6300-471.45-08	54 NEW TICKETS JANUARY 2024	34.83

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190019	1/18/2024	UNDERGROUND SERVICE ALERT	1220230043		670-7000-473.45-05	54 NEW TICKETS JANUARY 2024	34.84
			23-242040		100-4900-431.30-13	CA STATE FEE REGULATORY COSTS	14.09
					660-6300-471.45-08	CA STATE FEE REGULATORY COSTS	14.09
					670-7000-473.45-05	CA STATE FEE REGULATORY COSTS	14.10
190020	1/18/2024	UNITED WATER WORKS, INC	S100126564.001		660-0000-131.00-00	INVENTORY PO NUM 032200	2,246.31
190021	1/18/2024	USABLUEBOOK	INV00228776	032666	660-6300-471.45-06	VARIOUS ITEMS	7,885.17
190022	1/18/2024	VAN WHY, BRUCE & LILLIAN	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 78285-18418 JAN24	269.31
190023	1/18/2024	VERIZON WIRELESS SERVICES, LLC	9953196293		001-1000-411.26-05	City Council Cells 12/2/23-1/1/24	191.12
					001-1200-412.26-05	City Manager Cell 12/2/23-1/1/24	292.19
					001-1210-412.26-05	Economic Dev 12/2/23-1/1/24	52.00
					001-1220-412.26-05	Public Information 12/2/23-1/1/24	41.53
					001-1230-412.26-05	Grants Coordinator 12/2/23-1/1/24	35.64
					001-1300-412.26-05	Human Resources 12/2/23-1/1/24	88.06
					001-1400-412.26-05	City Clerk Cell 12/2/23-1/1/24	38.35
					001-1900-412.26-05	Finance Cell phone 12/2/23-1/1/24	227.65
					001-1910-412.26-05	Purchasing Cell 12/2/23-1/1/24	46.53
					001-2060-446.26-05	Government Access 12/2/23-1/1/24	26.28
					001-2200-421.26-05	Police Dept Cells 12/2/23-1/1/24	1,771.21
					001-2210-421.26-05	Dispatch Cells 12/2/23-1/1/24	26.28
					001-2300-424.26-08	Animal Control 12/2/23-1/1/24	88.06
					001-2740-442.26-05	Code EnforcE 12/2/23-1/1/24	134.59
					001-2800-441.26-05	Planning Dept Cell 12/2/23-1/1/24	655.77
					001-3000-442.26-05	Engineering Dept 12/2/23-1/1/24	165.60
					001-3200-412.26-05	Building Main 12/2/23-1/1/24	214.72
					001-3600-461.26-05	Recreation Cells 12/2/23-1/1/24	115.37
					001-4000-461.26-05	Parks Cells 12/2/23-1/1/24	193.88
					001-4000-461.36-09	OEP Grant 12/2/23-1/1/24	41.53
					001-4050-461.26-05	Senior Center 12/2/23-1/1/24	41.53
					100-4900-431.26-05	Streets Dept Cells 12/2/23-1/1/24	291.61
					610-5800-434.26-05	Transit Cells 12/2/23-1/1/24	584.26
					610-5850-434.26-05	Dial-A-Ride Cell 12/2/23-1/1/24	32.46
					660-6300-471.26-05	Water Dept Cells 12/2/23-1/1/24	776.21
					670-7000-473.26-05	Electric Dept Cells 12/2/23-1/1/24	1,938.02
					680-8000-454.26-05	Wastewater Dept 12/2/23-1/1/24	151.60
					702-3800-480.26-05	Fleet Dept Cells 12/2/23-1/1/24	78.40
					703-3700-480.26-05	Info Services Cells 12/2/23-1/1/24	186.12
					761-3100-480.26-05	Utility Billing Cell 12/2/23-1/1/24	82.81
					761-3110-480.26-05	Meter Services Cells 12/2/23-1/1/24	178.82
190024	1/18/2024	VITT, STANLEY	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 49839-49836 JAN24	199.58
190025	1/18/2024	WALLACE, COLLEEN	TRAVEL 1/23-26		001-1000-411.23-05	MAYORS & COUNCIL ACADEMY TRAVEL 1/23-26 C WALLACE	358.52
190026	1/18/2024	WARNER ELIZABETH	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 76913-17906 JAN24	162.91
190027	1/18/2024	WESTERN AUDIO VISUAL & SECURITY	19854	032547	001-2200-421.90-46	PD AUDIO AND VISUAL SECUR	7,490.88
190028	1/18/2024	WESTERN WATER WORKS SUPPLY CO	1408054-00		660-0000-131.00-00	INVENTORY PO NUM 032418	3,530.97
190029	1/18/2024	WINTERS, HEATHER	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 71729-21044 JAN24	182.78
190030	1/18/2024	YBARRA, ROBERT & KIMBERLY	TRUE UP FY24		670-7010-473.27-60	FINAL COMP SOLAR ELEC 87491-4320 JAN24	179.23
190031	1/18/2024	ZENNER PERFORMANCE METERS, INC	0083234-IN		660-0000-131.00-00	3" STEALTH METER PO NUM 032207	1,900.41
190032	1/25/2024	ALBERT A. WEBB ASSOCIATES	ARIV0002054	031727	101-4900-431.93-16	OMAR RAMSEY INTERSECTION	2,371.50
190033	1/25/2024	ALL STAR GLASS, INC.	1051434	032543	702-3800-480.30-05	WINDSHIELD #628	731.43
190034	1/25/2024	AMAZON BUSINESS	11FF-FG93-73DL	032292	705-4500-412.36-00	962XL PRINTER TONER	127.13
			13KV-DCXW-M7RM	032293	660-6300-471.36-00	SPEAKERPHONE/MOUSE	261.81
			17L1-YC3H-GL4L	032293	680-8000-454.41-86	OFFICE ITEMS	69.02
			1CD9-MQG3-31L3	032293	001-3000-442.36-00	CITY XMAS RAFFLE GIFT	189.75
			1FQP-J1RN-C3LT	032293	001-3000-442.36-00	K CUP HOLDER	16.15
			1G1L-HTV3-QW3D	032293	100-4900-431.36-00	WHITEBOARD CALENDAR	74.01
			1G3F-CK7V-1NHM	032300	761-3100-480.36-00	WIRELESS KEYBOARD/MOUSE	40.97

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190034	1/25/2024	AMAZON BUSINESS	1H7C-JGCY-17X9	032293	001-3000-442.36-00	COFFEE	30.36
			1JYH-JWYG-TFGF	032300	761-3100-480.36-00	LARGE OFFICE DESK MAT	17.23
			1LR4-3YJM-3K4L	032300	761-3100-480.36-00	VALENTINES/ST PATRICK DEC	41.97
			1M34-QFGN-K3MT	032297	001-4000-461.36-09	BASKETBALL SUPPLIES	193.30
			1PH4-96LT-TFTG	032296	001-4000-461.36-09	CHRISTMAS MOVIE SUPPLIES	209.57
			1VV1-FTHL-QKKN	032293	660-6300-471.36-00	NOTEBOOK	26.67
190035	1/25/2024	ANIXTER, INC	5577801-00		670-0000-131.00-00	162-23-3081 PO NUM 032512	103,655.50
			5654583-01		670-0000-131.00-00	221629-73274 PO NUM 031759	8,237.44
			5654583-02		670-0000-131.00-00	J0522 PO NUM 031759	288.39
			5822556-00		670-0000-131.00-00	BR-100OAK PO NUM 032536	821.72
			5822556-01		670-0000-131.00-00	YA39A5 PO NUM 032536	880.13
			5860811-00		670-0000-131.00-00	SIL-115-195PN PO NUM 032615	10,458.22
190036	1/25/2024	ARAMARK UNIFORM & CAREER APPAREL	5880493423	032351	761-3110-480.25-02	FSR UNIFORMS 12/29/23	82.73
			5880499275	032351	761-3110-480.25-02	FSR UNIFORMS 1/5/24	82.73
			5880505268	032351	761-3110-480.25-02	FSR UNIFORMS 1/12/24	82.73
190037	1/25/2024	ASBURY ENVIRONMENTAL SERVICES DBA	I500-01018199	032501	702-3800-480.23-49	WASTE OIL RECYCLE	70.00
			I500-01018398	032501	702-3800-480.23-49	EMANIFEST EPA FEE & ADMIN	5.00
			I500-01018651	032501	702-3800-480.23-49	WASTE ABSORBENTS	462.15
			I500-01019135	032501	702-3800-480.23-49	METAL FILTERS RECYCLE	55.00
190038	1/25/2024	AVILA, SOL	MEALS 1/23		001-2200-421.23-06	2024 POST SOCAL SYMPOSIUM MEALS 1/23/24 AVILA	17.25
190039	1/25/2024	BABCOCK LABORATORIES, INC	CA40026-0030	032373	660-6300-471.23-32	WATER TESTING	25.00
			CA40257-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
			CA40258-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CA40397-0030	032373	660-6300-471.23-32	WATER TESTING	84.00
			CL31735-0030	032373	660-6300-471.23-32	COLIFORMS	242.00
			CL31738-0030	032373	680-8000-454.23-32	WASTEWATER TESTING	36.00
190040	1/25/2024	BEAUMONT DO IT BEST HOME CENTER	537012	032277	001-4000-461.36-09	BATTERIES	26.37
			537466	032278	001-3600-461.30-01	PARK SUPPLIES	27.75
			537927	032304	704-3200-412.30-02	TOOLS/SUPPLIES	6.78
			538008	032304	704-3200-412.30-02	TOOLS/SUPPLIES	15.06
			538128	032304	704-3200-412.36-00	LADDER EXTENTION	443.93
190041	1/25/2024	BEAUMONT SAFE & LOCK	76262	032678	761-3110-480.36-00	20-SINGLE SIDED DUPLICATE	42.88
			76269	032368	702-3800-480.30-05	TRANSPONDER KEY #303	40.41
			76325	032369	670-7000-473.30-02	LOCK OUT	89.00
190042	1/25/2024	BLAIS & ASSOCIATES, LLC	BA_6779_2023	031320	100-4900-431.33-11	RAMSEY/OMAR	312.50
			BA_6780_2023	031313	100-4900-431.33-11	RAMSEY PEDESTRIAN	225.00
			BA_6879_2023	032680	001-3600-461.33-11	OUTDOOR EQUITY	4,284.00
190043	1/25/2024	BURNHAM GIBSON WEALTH ADVISORS LLC	2023-4	032613	705-4500-412.33-11	ADVISORY SVC	10,587.20
190044	1/25/2024	CALOLYMPIC GLOVE & SAFETY CO, INC	405271	032221	670-7000-473.41-29	SAFETY VESTS	188.35
190045	1/25/2024	CASTILLO PARTY RENTALS	159	032685	675-7020-473.41-46	LIGHT UP YOUR HOLIDAYS LI	745.00
190046	1/25/2024	CDW GOVERNMENT, INC	NT88637	032268	703-3700-480.30-19	TRIPP 16FT USB EXT CABLE	36.51
			NV38007	032268	703-3700-480.30-19	TRIPP 20FT DISPLAYPORT CA	71.22
190047	1/25/2024	CELL BUSINESS EQUIPMENT (CBE)	IN2691882	032335	001-4000-461.30-06	COPIER MAINTENANCE	86.88
					660-6300-471.30-06	COPIER MAINTENANCE	6.92
					670-7000-473.30-06	COPIER MAINTENANCE	103.00
					705-4500-412.30-06	COPIER MAINTENANCE	292.38
					761-3100-480.30-06	COPIER MAINTENANCE	23.21
190048	1/25/2024	CINTAS CORPORATION	4177054387	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	420.81
			4179205178	032321	001-3600-461.25-02	PARKS UNIFORMS	49.54
			4179205457	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	337.86
			4179917751	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4179917883	032432	610-5800-434.25-02	TRANSIT UNIFORMS	115.78
					610-5850-434.25-02	TRANSIT UNIFORMS	10.78
			4179917983	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50

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190048	1/25/2024	CINTAS CORPORATION	4180625812	032431	702-3800-480.25-02	FLEET UNIFORMS	71.88
			4180625841	032432	610-5800-434.25-02	T	110.79
					610-5850-434.25-02	T	3.37
			4180625867	032319	100-4900-431.25-02	UNIFORM SERVICES	86.73
					704-3200-412.25-02	UNIFORM SERVICES	4.38
			4180625929	032322	660-6300-471.25-02	UNIFORMS	205.12
					680-8000-454.25-02	UNIFORMS	57.50
			4180626032	032318	670-7000-473.25-02	UNIFORM CLEANING SERVICE	346.12
190049	1/25/2024	CITY OF BANNING (BNG)	FC A&E DEC23		001-2200-421.32-02	FC A&E HANGAR RENT DECEMBER 2023	383.20
			FC A&E JAN24		001-2200-421.32-02	FC A&E HANGAR RENT JANUARY 2024	383.20
			FC A&E NOV23		001-2200-421.32-02	FC A&E HANGAR RENT NOVEMBER 2023	383.20
190050	1/25/2024	CONCENTRA MEDICAL CENTERS	81489724		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICALS	110.00
			81673576		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	43.00
			81738627		001-1300-412.33-32	PRE-EMPLOYMENT PHYSICALS DOT RE-CERT PHYSICAL	108.00
190051	1/25/2024	CONSOLIDATED ELECTRICAL	0954-1026595	032190	704-3200-412.30-02	LIGHT BULBS	512.24
190052	1/25/2024	COUNSELING TEAM INTERNATIONAL, THE	89427		700-5040-480.23-07	PSYCH ASSESSMT SVC DECEMBER 2023	325.00
			89435		700-5040-480.23-07	PSYCH ASSESSMT SVC DECEMBER 2023	325.00
			89497		700-5040-480.23-07	PSYCH ASSESSMT SVC DECEMBER 2023	325.00
190053	1/25/2024	CROSBY, SUSAN	43827-23130 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,200.00
190054	1/25/2024	CSMFO	CSMFO-2024		001-1900-412.23-05	2024 CSMFO PRE-CONF SESS SESS B - MOD 1 & 2 DATUIN	250.00
190055	1/25/2024	DIAMOND ENVIRONMENTAL SERVICES	0005103957	032191	690-9600-453.33-11	BULKY ITEM-PORTA POTTIES	165.40
190056	1/25/2024	DIAMOND HILLS CHEVROLET BUICK GMC	27019608	032324	702-3800-480.30-05	4 WHEEL ALIGNMENT #05	119.95
190057	1/25/2024	DLT SOLUTIONS, LLC	SI638116	032233	001-3000-442.30-17	AUTOCAD ANNUAL SUBSCRIPTI	808.35
190058	1/25/2024	DURAN, SIMON & BRENDA	000073531		001-0000-218.22-22	UB CR REFUND-FINALS 000018224	53.69
190059	1/25/2024	E.R. BLOCK PLUMBING	140522	030133	660-6300-471.33-11	BACKFLOW TESTS	8,550.00
190060	1/25/2024	EIDE BAILLY LLP	EI01611557	032333	705-4500-412.33-11	FY2023 FINANCIAL AUDIT	78,685.00
190061	1/25/2024	FRONTIER COMMUNICATIONS	9511970006JAN24		670-7000-473.26-07	951-197-0006 1/5/24-2/4/24	1,010.00
190062	1/25/2024	FUN EXPRESS	72493250301		001-0000-201.10-00	SALES TAX	(13.57)
				032446	001-4000-461.36-09	4TH OF JULY FY 23 SUPPLYS	188.73
190063	1/25/2024	GARDA CL WEST INC	10763410	031919	761-3100-480.23-43	ARMORED SERVICE 1/24	1,250.16
190064	1/25/2024	GAS COMPANY, THE	05602682006JA24		001-2400-422.26-06	172 N MURRAY ST 12/14/23-01/16/24	579.52
			12662493001JA24		001-2400-422.26-06	3900 W WILSON ST 12/08/23-01/09/24	107.69
			15684815176JA24		705-4500-412.26-06	99 E RAMSEY ST 12/14/23-1/16/24	59.70
190065	1/25/2024	GREEN DREAM INTERNATIONAL LLC	GDIAC-032412-4	032412	660-6300-471.45-17	CLASS BASE AND SAND	687.18
190066	1/25/2024	HARWOOD, RICHARD & MARY	48423-49664 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,400.00
190067	1/25/2024	HAUGHN, JANE	92321-51748 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,000.00
190068	1/25/2024	HAZEN AND SAWYER	20062-001-43	029243	661-6300-471.90-78	DRILL CONS DEV TEST OF C8	6,943.03
					661-6300-471.95-08	DRILL CONS DEV TEST OF C8	16,192.69
190069	1/25/2024	HERC RENTALS INC.	33953598-001	032329	670-7000-473.32-05	BACKHOE & BUCKET RENTAL	2,669.35
			34015490-001	032487	675-7020-473.36-00	LIGHT TOWER 640W LED SOLA	417.58
			34015490-002	032487	675-7020-473.36-00	LIGHT TOWER 640W LED SOLA	417.58
190070	1/25/2024	HOME DEPOT #8987	1014437	032194	704-3200-412.36-00	CONSTRUCTION SEALANT	109.65
			1526053	032314	670-7000-473.45-16	CHAIN OIL & SEARCH LIGHT	235.88
			1902388	032194	704-3200-412.30-02	TOOLS/SUPPLIES	300.00
			2613278	032449	001-3600-461.30-01	PAINT AND SUPPLIES	168.95
			902455	032194	704-3200-412.30-02	CREDIT FOR INV 1902388	(18.90)
190071	1/25/2024	IBEW LOCAL 47 RETIREE MEDICAL TRUST	20240126		001-0000-204.80-10	PAYROLL SUMMARY	3,042.36
190072	1/25/2024	IEHD PRODUCTIONS	2023-8	032674	675-7020-473.33-11	VIDEOS	4,000.00
190073	1/25/2024	ITRON, INC.	654686	032686	670-7000-473.23-03	ISM & OWCE SUBSCRIPTION	39,630.00
190074	1/25/2024	JON'S FLAGS & POLES, INC	F88989	032688	704-3200-412.30-02	FLAG POLE REPAIR	2,902.79
			F89044	032688	704-3200-412.30-02	SERVICE CALL	700.00
190075	1/25/2024	KAMINSKY, RICHARD & LORI	105511-22506 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,000.00
190076	1/25/2024	KHAN PROPERTIES AND HOLDINGS, LLC	APR-JUN 2023		001-0001-302.11-03	QTR SALES TAX REBATE 2023 QTR 2	78,538.25
			JUL-SEP 2023		001-0001-302.11-03	QTR SALES TAX REBATE 2023 QTR 3	83,860.91
190077	1/25/2024	KV'S FLOORING	3508	032195	704-3200-412.30-02	TOOLS/SUPPLIES	275.11

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190078	1/25/2024	LANGUAGE TESTING INTERNATIONAL	L78975-IN		001-1300-412.33-11	BILINGUAL TEST DECEMBER 2023	80.50
190079	1/25/2024	LOZANO SMITH LLP	2198688		700-5300-480.33-04	LEGAL SVC #000054	9,096.05
			2201294		700-5300-480.33-04	LEGAL SVC #000054	288.00
			2203462		700-5300-480.33-04	LEGAL SVC #000054	1,628.07
			2206015		700-5300-480.33-04	LEGAL SVC #000054	97.50
			2208479		700-5300-480.33-04	LEGAL SVC #000124	227.50
190080	1/25/2024	MASON, BARBARA	REIMB 1/19/2024		001-1910-412.36-00	REIMBURSEMENT MASON CALENDAR-COUNCIL EVENTS	11.50
190081	1/25/2024	MIXON, FRANKLEN	MEALS 2/5-9		001-2200-421.23-06	FIELD TRAINING OFFICER MEALS 2/5-9 MIXON	82.50
190082	1/25/2024	ONESOURCE DISTRIBUTORS	S7017858.023		670-0000-131.00-00	75KVA TRANSFORMER PO NUM 031763	20,906.94
			S7017858.025		670-0000-131.00-00	TRASNFORMER PO NUM 031763	31,975.89
			S7017858.027		670-0000-131.00-00	HOWARD 75KVS PO NUM 031763	31,975.89
			S7017858.029		670-0000-131.00-00	HOWARD 75KVA PO NUM 031763	31,975.89
			S7316963.002		670-0000-131.00-00	BURNDY PO NUM 032538	1,582.85
			S7340266.001		670-0000-131.00-00	CPS INSERT BUSHING PO NUM 032587	3,342.41
			S7342523.001		670-0000-131.00-00	INWESCO PO NUM 032601	3,879.00
			S7361105.001		670-0000-131.00-00	HPS PO NUM 032641	23,705.00
190083	1/25/2024	ONLINE UTILITY EXCHANGE	1231484	032290	761-3100-480.23-51	UB CREDIT CKS 12/24	640.36
190084	1/25/2024	ORACLE AMERICA INC	101148397	032099	222-0001-410.90-49	TIME AND MATERIALS	14,152.37
190085	1/25/2024	PARKHOUSE TIRE, INC.	2010884272	032427	702-3800-480.38-52	TIRES #243	394.73
			2010884423	032427	702-3800-480.38-52	TIRES #243	390.42
			2010884598	032427	702-3800-480.38-52	TIRES #243	(394.73)
190086	1/25/2024	PARS	20240126		001-0000-204.25-00	PAYROLL SUMMARY	237.28
190087	1/25/2024	PARTS AUTHORITY	062-866065	032423	702-3800-480.38-52	FUEL FILTER #809	15.86
			091-057834	032423	702-3800-480.38-52	12 VOLT CORE CREDIT	(70.04)
			091-057835	032423	702-3800-480.38-52	NEW COMP CREDIT	(479.89)
			091-057926	032423	702-3800-480.38-52	HD STARTER	(75.43)
			091-057967	032423	702-3800-480.38-52	BTTY CORE CREDIT	(237.00)
			091-321083	032423	702-3800-480.38-52	CONTR ARM ASSEM #225	52.71
			091-321379	032423	702-3800-480.38-52	OIL FILTER	93.16
			091-321414	032423	702-3800-480.38-52	GAS SHOCK #225	88.42
			091-321497	032423	702-3800-480.38-52	CABIN AIR #205	13.26
			091-321510	032423	702-3800-480.38-52	AIR FILTER #13	11.96
			091-321816	032423	702-3800-480.38-52	12 VOLT PASS STOCK	455.98
			091-321867	032423	702-3800-480.38-52	OIL FILTER #809	32.33
			092-602035	032423	702-3800-480.38-52	CONTR-ARM ASSEM #225	227.22
			092-602975	032423	702-3800-480.38-52	OIL FILTER (3) #242	139.74
190088	1/25/2024	PAYPRO ADMINISTRATORS	040663		001-1300-412.33-11	COBRA ADMIN SVC DECEMBER 2023	115.00
190089	1/25/2024	PLUMBERS DEPOT INC	PD-55134	032216	680-8000-454.89-56	FIBER GLASS POLES	431.74
190090	1/25/2024	PRECISION AERIAL SERVICES INC	W 28052	032376	702-3800-480.30-06	REPAIRS #349	179.59
190091	1/25/2024	PRO-PIPE & SUPPLY, INC	046396	032667	660-6300-471.45-06	PSP MODEL ELECTRICAL	1,194.83
190092	1/25/2024	PUBLIC AGENCY RETIREMENT SERVICES	54644		001-1900-412.33-11	PARS PLN ID#PH-ARS05A SVC PERIOD 11/30/2023	300.00
190093	1/25/2024	QUINN COMPANY	G3643701	031989	673-7000-473.90-52	CAT 420 BACKHOE LOADER	162,937.40
190094	1/25/2024	RDO EQUIPMENT CO	P4909835	032421	702-3800-480.38-52	SPINDLE	279.38
190095	1/25/2024	RIV CO OFFICE OF ECONOMIC DEV	2024-101		001-1210-412.41-46	TEAM RIVERSIDE COUNTY PT ICSC LAS VEGAS MAY 2024	4,000.00
190096	1/25/2024	ROEBUCK, ALYSSA	FUEL 12/18-19		001-2200-421.23-05	RIVCO HOLIDAY CHEER EV FUEL12/18-19 ROEBUCK	72.00
190097	1/25/2024	SC FUELS	IN-0000420414		702-3800-480.36-11	CLR CARB ULS #2 JANUARY 2024	3,696.90
						UNL ETH 10 JANUARY 2024	22,552.09
190098	1/25/2024	SEARCY, JERRY	65347-49988 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	2,400.00
190099	1/25/2024	SILVER & WRIGHT, LLP	32288	032119	700-5300-480.33-04	CODE ENFORCEMENT	14,515.59
190100	1/25/2024	SMART & FINAL	103833	032280	201-4050-446.36-00	HOLIDAY DESSERTS	50.91
190101	1/25/2024	SMITH, BRANDON	382440		001-2200-421.23-03	FOP MEMBERSHIP DUES BPMA MOU 21.6 B SMITH	300.00
190102	1/25/2024	SO CAL JOINT POLE COMMITTEE	22033		670-7000-473.27-11	OPERATING EXPENSES DECEMBER 2023	1,189.13
190103	1/25/2024	SOCAL PROPANE LLC	49089	032683	001-2310-424.26-06	ANIMAL SHELTER PROPANE	744.16
			49289	032683	001-2310-424.26-06	ANIMAL SHELTER PROPANE	572.44
			LATE FEE 11/26		001-2310-424.23-42	ANIMAL SHELTER PROPANE 032683	35.00

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190103	1/25/2024	SOCAL PROPANE LLC	LATE FEE 12/26		001-2310-424.23-42	ANIMAL SHELTER PROPANE 032683	35.00
190104	1/25/2024	SOFTWARE ONE, INC	US-PSI-1421664	032564	703-3700-480.30-17	AZURE SIMPLE SOFTWARE	1,211.16
190105	1/25/2024	SONSRAY MACHINERY LLC	SWO044002-1	032424	702-3800-480.30-06	REPAIR 615	699.65
190106	1/25/2024	STAPLES BUSINESS ADVANTAGE	3552119797	032453	001-4000-461.36-00	PRINTER INK	140.45
			3554191939	032453	001-4000-461.36-00	HOLIDAY CALENDAR	65.71
			3554571177	032453	001-4000-461.36-00	SUCCULENT CALENDAR	47.60
			3554571178	032453	001-4000-461.36-00	GARDEN CALENDAR	47.60
			3554571179	032453	001-4000-461.36-00	EUCALYPTUS CALENDAR	58.16
			3554571180	032284	761-3100-480.36-00	UB OFFICE SUPPLIES	58.78
			3556403863	032340	670-7000-473.36-00	OFFICE SUPPLIES	74.08
190107	1/25/2024	STATE OF CALIFORNIA DOJ	707371		001-2200-421.33-94	FINGERPRINTS QTY 10 DECEMBER 2023	490.00
190108	1/25/2024	TELEPACIFIC COMMUNICATIONS	176992041-0		001-2200-421.26-05	PD PHONE SERVICE JANUARY 2024	647.91
					705-4500-412.26-05	CENTRAL SERVICES PHONE JANUARY 2024	2,975.26
190109	1/25/2024	TRINITY RENOVATIONS	000110199		001-0000-218.22-22	UB CR REFUND-FINALS 000012272	141.44
190110	1/25/2024	TURNBULL, BRIAN	93723-17706 AC		675-7020-473.42-35	REBATE RES CENTRAL AC SPLIT SYSTEM	1,800.00
190111	1/25/2024	UNITED WATER WORKS, INC	S100126729.001		660-0000-131.00-00	INVENTORY PO NUM 032200	5,415.52
190112	1/25/2024	VISION SECURITY SYSTEMS	20543	032523	660-6300-471.23-19	NORTH WATER YARD REPAIR	1,219.94
			20544	032523	660-6300-471.23-19	WASTE WATER YARD REPAIR	240.00
190113	1/25/2024	WATERLINE TECHNOLOGIES, INC	5665530	032360	001-4010-461.36-08	POOL CHEMICALS	446.09
190114	1/25/2024	WEBB MUNICIPAL FINANCE, LLC	ARIV0000097		002-0000-222.31-56	PROF SVC ANNEX #2 LMD #1 TRCT 32370 PO32270	4,950.00
					002-2800-361.41-02	PROF SVC ANNEX #2 LMD #1 TRCT 32370 PO32270	(4,950.00)
				032270	002-2800-441.33-11	PROJ. CODE: DD2401	4,950.00
190115	1/25/2024	WELDOR'S SUPPLY AND STEEL	38388	032362	702-3800-480.30-06	REPAIR #805	250.00
190116	1/25/2024	WESTRUX INTERNATIONAL INC	04P237800	032404	702-3800-480.38-52	PARTS #809	817.34
190117	1/25/2024	WRCOG	1615		001-1000-411.23-03	WRCOG MEMBER DUES FY 23/24	3,941.09
190118	1/25/2024	XENIA PACIFIC, INC	6140	032245	704-3200-412.30-02	CM WINDOW TINT	522.59
9007755	1/2/2024	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 12/24/2023		001-0000-204.12-00	STATE INCOME TAX PPE 12/24/23 PD 12/29/23	42,299.03
9007756	1/2/2024	INTERNAL REVENUE SERVICE	PPE 12/24/2023		001-0000-204.11-00	FEDERAL INCOME TAX PPE 12/24/23 PD 12/29/23	96,217.38
					001-0000-204.13-00	ADD'L MEDICARE PPE 12/24/23 PD 12/29/23	1,161.09
						FICA MEDICARE/REGULAR PPE 12/24/23 PD 12/29/23	98,688.98
9007757	1/4/2024	WELLS FARGO BANK	PPE 12/24/2023		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 12/24/23 PD 12/29/23	400.00
9007758	1/8/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE DEC23		001-0000-201.10-00	BOSCH AUTOMOTIVE SERVICE SALES TAX	(108.42)
						BTX CORP LLC SALES TAX	(9.30)
						CODE 4 DEFENSE SALES TAX	(22.66)
						EAGLE ENGRAVING INC SALES TAX	(20.46)
						NAMETAGCOUNTRY.COM SALES TAX	(1.22)
					001-1000-411.23-05	EXPEDIA 1/23-26 REFUND R GONZALEZ	(1,024.32)
						EXPEDIA 1/23-26 REFUND R MINJARES	(1,024.32)
						EXPEDIA 1/23-26 REFUND SANCHEZ	(1,024.32)
						LEAGUE OF CALIFORNIA CIT REFUND GONZALES	(600.00)
						LEAGUE OF CALIFORNIA CIT REFUND MINJARES	(600.00)
						LEAGUE OF CALIFORNIA CIT REFUND SANCHEZ	(600.00)
						TST* NINA MAY LEGISLATIVE & ICMA TRIP	52.12
						WESTIN CARLSBAD RESORT C WALLACE PARKING	80.00
						YOTEL 12/4-6 LEGISLATIVE & ICMA TRIP	35.97
						YOTEL 12/4-6 SANCHEZ INNOVATIVE FEDERAL STRAT	509.52
					001-1000-411.36-00	ALBERTSONS CITY COUNCIL RECEPTION 12	26.35
						NAMETAGCOUNTRY.COM NAME TAG MINJARES	23.17
					001-1000-411.36-07	MENUSTAR FOOD ONLINE COUNCIL MEETING 12/12	378.11
					001-1200-412.23-03	APPLE.COM/BILL APPLE ICLOUD STORAGE	0.99
						CONSTANT CONTACT CM NEWSLETTER	110.00
					001-1200-412.23-05	DAYS INNS/DAYSTOP DEPOSIT PLATT	50.00
						DAYS INNS/DAYSTOP REFUND PLATT	(50.00)
						ICSC-NY ICSC LV SCHULZE	850.00
						LEAGUE OF CALIFORNIA CIT JAN MEETING SCHULZE	45.00

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9007758	1/8/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE DEC23		001-1200-412.23-05	LONGWORTH FC 12/6 LEGISLATIVE & ICMA TRIP	5.75
						NINA MAY LEGISLATIVE & ICMA TRIP	52.12
						RAYBURN CAFE LEGISLATIVE & ICMA TRIP	20.64
						SQ *UVC INC LEGISLATIVE & ICMA TRIP	20.66
						UBER TRIP 12/11 LEGISLATIVE & ICMA TRIP	29.95
						YOTEL 12/4-6 LEGISLATIVE & ICMA TRIP	840.65
						YOTEL 12/4-6 RECEIPT REQESTED	321.04
					001-1200-412.36-00	AMZN MKTP US 12 PANEL URINE CUP-OPP VI	107.74
					001-1210-412.23-05	ICSC-NY ICSC LV M LOPEZ	850.00
					001-1300-412.23-02	CANVA PUBLISHING SUBSCRIPTION	12.99
					001-1300-412.23-03	PUBLICRISKMGMTASSN PRIMA MBSHP DUES	425.00
					001-1300-412.23-05	AIRBNB LA QUINTA PARMA CONF 02/20-19	1,374.68
						AVIS RENT-A-CAR LCW CONF 2/6-9	182.03
						DELTA 3/14-15 RISK MGMT TRAINING	288.50
						HAMPTON INN SUITES DEP PARMA CONF 2/20-23	261.57
						PARMA CA PARMA CONF REG	719.00
					001-1300-412.23-47	WHITEPAGES RESEARCH ADDRESS FOR DEPO	5.99
					001-1300-412.36-00	AMZN MKTP US CALENDAR	11.90
						AMZN MKTP US CALENDARS SCANNER HEATER	268.43
						AMZN MKTP US CASE PORTABLE SCANNER	16.01
						AMZN MKTP US SUPPLIES FOR DECEMBER	9.15
					001-1300-412.36-68	AMZN MKTP US HOLIDAY DECORATIONS	24.76
						AMZN MKTP US HOLIDAY DESSERT BAGS	8.18
						AMZN MKTP US HOLIDAY DESSERT ITEMS	147.06
						DOORDASH SMARTFINAL PAPER GOODS & DRINKS	223.69
						PAYPAL HOLIDAY CATERING BALANCE	1,720.00
						SMART AND FINAL 331 DESSERT/PAPER GOODS	33.12
						STATERBROS HOLIDAY DESSERT	59.90
					001-1300-412.41-15	EAGLE ENGRAVING INC RETIREMENT PLAQUES	253.76
						EAGLE ENGRAVING INC RETIREMENT PLAQUES LOGO	64.65
					001-1400-412.23-03	NAGARA MBSHP DUES PATTON	89.00
					001-1900-412.23-03	CSMFO CSMFO MBSHP STAFFORD	135.00
					001-1900-412.23-05	HAMPTON INNS 12/15 MUNI FIN INST A WALLACE	361.30
						HAMPTON INNS 12/15 MUNI FIN INST CONF BOGARD	365.05
						LYFT RIDE THU 8AM LYFT TO-FROM CONF & HOTEL	12.95
						LYFT RIDE WED 5PM LYFT TO-FROM CONF & HOTEL	13.99
						LYFT RIDE WED 9PM LYFT TO-FROM CONF & HOTEL	11.99
					001-1900-412.36-00	SAFEGUARD BUS SYS 1099 FORMS & ENVELOPES	190.17
					001-2060-446.23-03	YOUTUBEPREMIUM YOUTUBE SUBSCRIPTION	13.99
					001-2060-446.89-48	ADOBE CREATIVE CLOUD SOFTWARE FOR EDITING	659.88
					001-2200-421.23-06	BEHAVIORAL ANALYSIS TR 1/8-12 AUER INVESTIGATE	575.00
						DUI CHECKPOINT PLA REFUND-AVILA	(159.00)
						DUI CHECKPOINT PLA REFUND-YOUNGBLOOD	(159.00)
						OC SHER DEPT 2/20-3/15 REQUALIF COURSE-FISHER	805.00
						PMW ASSOCIATES IA SCHOOL-FISHER 3/19-21	540.75
						RVSD SHERIFF BEN CLARK CPR INSTRUCTOR-AUER 3/25	276.04
						RVSD SHERIFF BEN CLARK FTO-CAMPA 3/11	189.52
						RVSD SHERIFF BEN CLARK FTO-HIXSON 4/8	275.01
						RVSD SHERIFF BEN CLARK FTO-JIMENEZ 3/11	189.52
						RVSD SHERIFF BEN CLARK REFUND-HUBBURT	(282.00)
						RVSD SHERIFF BEN CLARK REFUND-SWITHENBANK	(441.00)
						SBCCD-SPRING 2024 ACADEMY ENROLL-FRANCO	12.00
					001-2200-421.30-05	STATEWIDE TOWING BANNING TIRE CHANGE #34	150.00
					001-2200-421.30-17	GPS VEHICLE TRACKING GPS TRACKING SVC	998.00
					001-2200-421.36-00	AMAZON.COM DUI CHECKPOINT SUPPLIES	432.22

City of Banning
Warrant List Detail January 2024

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007758	1/8/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE DEC23		001-2200-421.36-00	AMZN MKTP US DUI CHECKPOINT SUPPLIES	1,077.48
						AMZN MKTP US OTS CHECKPOINT SUPPLIES	14.82
						BEAUMONT SAFE & LOCK MAILBOX KEYS	55.75
						FED CONTRACTING CTR INC SAM REGISTRATION	1,500.00
						P & P UNIFORMS TRAFFIC UNIFORMS-CAMPA	824.13
						THE HOME DEPOT POLICE SUPPLIES	374.91
					001-2200-421.36-01	CODE 4 DEFENSE SUPPLIES-RANGE STAFF	315.10
					001-2200-421.36-04	AMZN MKTP US FBI NA UNIFORMS	272.64
						SP PROVENGO.COM FBI NA UNIFORMS	350.35
					001-2200-421.36-07	COSTCO WHSE RETIREMENT SNACKS	31.97
						SMART AND FINAL RETIREMENT DRINKS	29.17
					001-2800-441.23-06	NNA SERVICES 12/12 GUTIERREZ NOT PUBLIC TRN	652.91
					001-2800-441.36-00	ALBERTSONS EMPLOYEE RECOGNITION PROG	54.95
						RITE AID DE MANINCOR'S RETIREMENT	75.00
					001-2800-441.36-07	BANNING SIZZLER DEPT HOLIDAY MEAL	508.13
					001-3000-442.23-05	TST* NINA MAY LEGISLATIVE & ICMA TRIP	52.11
						UNITED 12/7 DC TRIP CHECKED BAGGAGE	35.00
						UNITED 12/7 DC TRIP FLIGHT CHANGE	119.99
						YOTEL 12/4-6 LEGISLATIVE & ICMA TRIP	35.97
					001-3000-442.36-00	XENIA PACIFIC INC DEPARTMENT SHIRTS	941.75
					001-3600-461.30-01	GRAINGER GRAFFITI REMOVER	411.10
					001-3600-461.30-06	AMZN MKTP US REPLACEMENT BATTERIES	101.29
					001-4000-461.23-03	SPOTIFY PARKS MUSIC DEC 2023	10.99
						WHENIWORK.COM SCHED SOFTWARE DEC 2023	125.00
					001-4000-461.23-05	CA PARK REC SOCIETY AWARD APP FEE - CPRS	85.00
					001-4000-461.23-16	TENAX CLEANERS DRY CLEANING TABLE COVER	18.00
					001-4000-461.36-00	AMERICAN RED CROSS BABYSITTER CLASS FEES	37.00
						SAMS CLUB HOLIDAY PARTY SUPPLIES	54.55
					001-4000-461.36-09	AMAZON MKTPL HALLOWEEN DÉCOR	14.86
						EPIC SPORTS BASKETBALL SUPPLIES	392.84
					610-5800-434.36-00	XENIA PACIFIC INC DEPARTMENT SHIRTS	1,014.60
					660-6300-471.36-00	XENIA PACIFIC INC DEPARTMENT SHIRTS	286.47
					670-7000-473.23-03	IEEE PRODUCTS & SERVICES IEEE MEMBERSHIP	218.00
					670-7000-473.25-02	4IMPRINT INC UNIFORMS FOR DEPT	1,378.10
					670-7000-473.36-00	FAST 5 XPRESS CAR WASH	39.99
						FAST 5 XPRESS CAR WASH CITY VEHICLE	13.00
						HARBOR FREIGHT TOOLS JUMP STARTER/EZ-UP	317.82
						SAMSCLUB.COM COFFEE BREAKROOM	109.94
						SMART AND FINAL COFFEE CREW BREAKROOM	31.57
					670-7000-473.41-29	BANNERBUZZ.COM FLAGS	1,253.38
						BTX CORP LLC REPLACE CABLES GYM EQUIP	138.28
					670-7000-473.41-46	THE HOME DEPOT PROPANE FOR HEATERS	70.99
					670-7000-473.45-16	TALLMAN EQUIPMENT TOOL TRAY FOR TRUCKS	614.96
					670-7000-473.89-46	COSTCO WHSE LAMPS FOR OFFICE	86.98
					675-7020-473.23-03	NETWORK SOLUTIONS SECURITY SUBSCRIPTION	12.98
					675-7020-473.41-46	SHELL OIL PROPANE FOR HEATERS	233.34
						STATION TAP HOUSE VOLUNTEER MARKET NIGHT	367.61
						TARGET CHRISTMAS SHOP	118.63
						THE HOME DEPOT CHRISTMAS LIGHTS	583.62
						WAL-MART XMAS PARADE & FESTIVAL	217.12
						WALMART.COM SUPPLIES FOR MARKET NIGHT	42.52
					702-3800-480.30-17	HELM-FORD DIAG SOFTWARE DIAGNOSTIC YEARLY SUBSCRI	800.00
					702-3800-480.38-52	AMZN MKTP US 202-STARTER AIR COMP	73.26
						BOSCH AUTOMOTIVE SERVICE FORD VCM3 SCANNER FOR SHO	1,507.42
						ROCK AUTO FRONT BRAKE PADS	371.45

City of Banning
Warrant List Detail January 2024

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007758	1/8/2024	WELLS FARGO CARD SERVICES INC	WELLS ONE DEC23		702-3800-480.41-04	CTC-VIS *SVC CONVINIENCE FEE	18.84
						CTC-VIS ARB - REPORTING FEES	630.00
					703-3700-480.89-49	SCALEFUSION SOFTWARE FOR LOBBY KIOSK	288.00
					705-4500-412.36-00	AMZN MKTP US BASKETS/GLOVES/MASKS	77.05
						AMZN MKTP US CLOROX WIPES	35.22
						AMZN MKTP US LYSOL SPRAY	47.41
					761-3110-480.36-00	JOHNNY RUSSO ITALIAN KITC CITY HALL OUTAGE	118.77
					810-9700-490.90-59	AMZN MKTP US DRUG TEST	5.38
						AMZN MKTP US NITRILE GLOVES	215.20
						BANNING DONUT VOLUNTEER MEETING	44.75
						RESTAURANT DEPOT NITRILE GLOVES OP VIL	38.37
9007759	1/9/2024	CA. ST. PUBLIC EMPLOYEES	100000017390708		001-0000-204.31-00	BL SHIELD ACCESS JANUARY 2024	20,278.22
						BL SHIELD TRIO JANUARY 2024	78,361.44
						BL SHIELD TRIO JANUARY 2024 (RETRO)	(1,058.38)
						KAISER HMO JANUARY 2024	68,021.27
						KAISER HMO JANUARY 2024 (RETRO)	(452.78)
						PERS GOLD JANUARY 2024	4,868.74
						PERS PLATINUM JANUARY 2024	5,657.35
						PERS PLATINUM JANUARY 2024 (RETRO)	(992.59)
					001-1300-412.15-52	PA BILLING ER SHARE-RETIR JANUARY 2024	66.80
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE JANUARY 2024	558.99
					001-1300-412.41-19	ADMIN FEE FOR RETIRED JANUARY 2024	32.60
9007760	1/9/2024	CA. ST. PUBLIC EMPLOYEES	100000017390710		001-0000-204.31-00	BL SHIELD ACCESS JANUARY 2024	1,967.29
						BL SHIELD TRIO JANUARY 2024	3,664.38
						PERS PLATINUM JANUARY 2024	1,131.47
					001-1300-412.41-18	ADMIN FEE FOR ACTIVE JANUARY 2024	21.64
9007761	1/9/2024	CA. ST. PUBLIC EMPLOYEES	100000017393914		001-1300-412.15-15	PERS RBF INVOICE PAXTON, CHRISTOPHER	101.52
					670-7000-473.15-15	PERS RBF INVOICE EARHART, JAMES	7,075.80
9007762	1/10/2024	CA. ST. PUBLIC EMPLOYEES	PPE 12/24/2023		001-0000-204.20-00	PERS ADJ-MISC PEPRA GRAY-OVER MAX ADJ	(510.14)
						PERS ADJ-MISC PEPRA SIN-OVER MAX ADJ	(653.62)
						PERS ADJ-MISC TIER I MACIAS-TUP ADJUST	(280.77)
						RETIREMENT BENEFITS PPE 12/24/23 PD 12/29/23	156,903.82
9007763	1/11/2024	CORPORATION SERVICE COMPANY	8345718-010924		001-1400-412.23-07	PROCESSING FEES (1) RIV CO RECORDER OFFICE	7.00
					001-2740-442.23-07	PENDENCY RELEASE 33 S SAN GORGONIO	20.00
9007764	1/12/2024	WELLS FARGO BANK	PPE 01/07/2024		001-0000-204.10-00	PAYROLL PPE 01/07/24 PD 01/12/24	692,759.35
9007765	1/16/2024	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 01/07/2024		001-0000-204.12-00	STATE INCOME TAX PPE 01/07/24 PD 01/12/24	56,916.06
9007766	1/16/2024	INTERNAL REVENUE SERVICE	PPE 01/07/2024		001-0000-204.11-00	FEDERAL INCOME TAX PPE 01/07/24 PD 01/12/24	126,686.88
					001-0000-204.13-00	FICA MEDICARE/REGULAR PPE 01/07/24 PD 01/12/24	169,741.68
9007767	1/16/2024	TASC	PPE 01/07/2024		001-0000-204.80-15	TASC NESP PPE 01/07/24 PD 01/12/24	1,524.60
9007768	1/16/2024	WINDSTREAM SERVICES, LLC	76137727		001-2200-421.26-05	PHONE SVC 125 E RAMSEY 11/27/23-12/26/23	982.01
9007769	1/16/2024	WINDSTREAM SERVICES, LLC	76138339		705-4500-412.26-05	PHONE SVC 176 E LINCOLN 11/27/23-12/26/23	975.69
9007770	1/17/2024	WELLS FARGO BANK	PPE 01/07/2024		001-0000-204.80-14	VEBA CONTRIBUTIONS PPE 01/07/24 PD 01/12/24	400.00
9007771	1/17/2024	EMPOWER ANNUITY INSURANCE COMPANY	PPE 12/10/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 12/10/23 PD 12/15/23	8,392.14
						457 LOAN REFUND-JIMENEZ PPE 12/10/23 PD 12/15/23	(200.92)
						457 PRE TAX CONTRIBUTIONS PPE 12/10/23 PD 12/15/23	34,374.87
						457 ROTH CONTRIBUTIONS PPE 12/10/23 PD 12/15/23	530.00
9007772	1/18/2024	EMPOWER ANNUITY INSURANCE COMPANY	PPE 12/24/2023		001-0000-204.16-00	457 LOAN PAYMENTS PPE 12/24/23 PD 12/29/23	8,392.14
						457 LOAN REFUND-JIMENEZ PPE 12/24/23 PD 12/29/23	(200.92)
						457 PRE TAX CONTRIBUTIONS PPE 12/24/23 PD 12/29/23	10,005.65
						457 ROTH CONTRIBUTIONS PPE 12/24/23 PD 12/29/23	530.00
9007773	1/18/2024	EMPOWER ANNUITY INSURANCE COMPANY	PPE 01/07/2024		001-0000-204.16-00	457 LOAN PAYMENTS PPE 01/07/24 PD 01/12/24	8,371.42
						457 LOAN REFUND-JIMENEZ PPE 01/07/24 PD 01/12/24	(200.92)
						457 PRE TAX CONTRIBUTIONS PPE 01/07/24 PD 01/12/24	55,256.13
						457 ROTH CONTRIBUTIONS PPE 01/07/24 PD 01/12/24	1,759.00
9007774	1/19/2024	CA. ST. EMPLOYMENT DEV. DEPT.	MC 01/17/2024		001-0000-204.12-00	STATE INCOME TAX MC 01/17/24 PD 01/17/24	262.77

City of Banning
Warrant List Detail January 2024

Warrant Number	Warrant Date	Vendor Name	Invoice Number	P.O. Number	Account Number	Payment Description	Warrant Amount
9007775	1/19/2024	EMPOWER ANNUITY INSURANCE COMPANY	PPE 11/26/2023		001-0000-204.16-00	457 PRE TAX (MISSION SQUA PPE 11/26/23 PD 12/01/23	364.32
9007776	1/19/2024	INTERNAL REVENUE SERVICE	MC 01/17/2024		001-0000-204.11-00	FEDERAL INCOME TAX MC 01/17/24 PD 01/17/24	675.21
					001-0000-204.13-00	FICA MEDICARE/REGULAR MC 01/17/24 PD 01/17/24	663.82
9007777	1/23/2024	CA. ST. PUBLIC EMPLOYEES	PPE 01/07/2024		001-0000-204.20-00	PERS ADJ-MISC CLASSIC II PURNELL-REFUND ADJ	(4,146.70)
						PERS ADJ-MISC CLASSIC STONE-HOL PAY ADJ	0.00
						PERS ADJ-MISC PEPRA GRAY-OVER MAX ADJ	510.14
						PERS ADJ-MISC PEPRA PATTON-PROMO ADJ	19.38
						PERS ADJ-MISC PEPRA SIN-OVER MAX ADJ	653.62
						PERS ADJ-MISC PEPRA SKIPPER-HOL PAY ADJ	0.00
						PERS ADJ-MISC TIER I MACIAS-TUP ADJUST	0.00
						PERS ADJ-SAFE PEPRA HAMNER-KEY ERROR	(0.32)
						RETIREMENT BENEFITS PPE 01/07/24 PD 01/12/24	164,555.46
9007778	1/25/2024	CA. ST. BOARD OF EQUAL. - FUEL	DEC 2023		702-3800-480.41-04	UNDERGROUND STORAGE TANK QTR END DEC 2023	328.00
9007779	1/26/2024	CA. ST. BOARD OF EQUAL. - FUEL	DEC 2023		702-3800-480.41-04	EXEMPT BUS OPERATOR PUBLIC TRANS BUSES 2023	873.00
9007780	1/26/2024	WELLS FARGO BANK	PPE 01/21/2024		001-0000-204.10-00	PAYROLL PPE 01/21/24 PD 01/26/24	606,455.13
9007781	1/26/2024	CORPORATION SERVICE COMPANY	8345718-012424		001-1400-412.23-07	PROCESSING FEES (3) RIV CO RECORDER OFFICE	21.00
9007782	1/29/2024	CA. ST. EMPLOYMENT DEV. DEPT.	PPE 01/21/2024		001-0000-204.12-00	STATE INCOME TAX PPE 01/21/24 PD 01/26/24	44,774.43
9007783	1/29/2024	INTERNAL REVENUE SERVICE	PPE 01/21/2024		001-0000-204.11-00	FEDERAL INCOME TAX PPE 01/21/24 PD 01/26/24	98,067.74
					001-0000-204.13-00	FICA MEDICARE/REGULAR PPE 01/21/24 PD 01/26/24	145,098.36
9007784	1/29/2024	TASC	PPE 01/21/2024		001-0000-204.80-15	TASC NESP PPE 01/21/24 PD 01/26/24	1,524.60
Grand Total							**7,143,772.73**

Less Voided / Reissued Checks from Prior Period	**(495.90)**
Less Voided Checks Prior Period	**(743.82)**
Add Payroll Checks	**15,225.37**
Total Remittance for Month	**7,157,758.38**

Voided Checks

January 2024

Issue Date	Check (Original)	Vendor #	Reason	Void Amount	Check (Reissue)	Vendor #	Reissued Amount
11/16/2023	189271	99001	DELIVERED TO WRONG ADDRESS	$ 228.33	189841	99001	$ 228.33
11/22/2023	189350	6982	DID NOT RECEIVE	$ 195.00	189844	6982	$ 195.00
11/30/2023	189439	2297	TRANSFERRED TO EMPOWER	$ 364.32			
12/7/2023	189526	99001	DID NOT RECEIVE	$ 72.57	189957	99001	$ 72.57
12/21/2023	189776	7037	DUPLICATE	$ 189.75			
12/21/2023	189788	8609	DUPLICATE	$ 189.75			
1/11/2024	189916	4984	DID NOT ATTEND	$ 17.00			
1/18/2024	189980	8493	DID NOT ATTEND	$ 380.75			
TOTALS				**$ 1,637.47**			**$495.90**

Payroll

January 2024

Start	End	Date	Description		Check Total
13361	13372	1/12/2024	Warrant Register	$	6,151.08
13373	13373	1/17/2024	Warrant Register	$	2,826.62
13374	13386	1/26/2024	Warrant Register	$	6,247.67
TOTALS				**$**	**15,225.37**
	CHECKS USED	**26**			

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	PHILLIPS, JOYCE Y	6549	13361	.00
	UNITED STATES TREASURY		13362	125.50
	CALIF. STATE DISBURSEMENT UNIT		13363	427.38
	CALIF. STATE DISBURSEMENT UNIT		13364	161.07
2200-421	RODRIGUEZ, MANUEL R	535	13365	3,121.96
	TRACY YOUNGBLOOD		13366	223.39
	TEXAS CHILD SUPPORT SDU		13367	642.92
4000-461	BARON, BYRON	178	13368	165.88
4000-461	SILVA, NESTOR C	177	13369	285.59
	CALIF. STATE DISBURSEMENT UNIT		13370	255.23
	CALIF. STATE DISBURSEMENT UNIT		13371	80.76
	RIVERSIDE COUNTY SHERIFF - SCS		13372	661.40
	Total Checks -		12	6,151.08

Dp/Dv/Act: 22 00 421 POLICE/POLICE/PUBLIC SAFETY POLICE

Employee	Employee Number	Check Date	Gross Pay	With Hold	Net Pay	Advance Out	Payed Back	Dir Dep	Check Amount	Check Number
VARGAS RAMIREZ, MARIA G Manual	460	1/17/24	5492.47	2665.85	2826.62	.00	.00	.00	2826.62	13373
***** Division Totals ***** 1 Employees 1 Checks			5492.47	2665.85	2826.62	.00	.00	.00	2826.62	
**** Department Totals **** 1 Employees 1 Checks			5492.47	2665.85	2826.62	.00	.00	.00	2826.62	

Dept/Div Activity	Check Payee	Social Security	Check Number	Amount
1900-412	GERONIMO, ALEJANDRO	2661	13374	.00
1900-412	PHILLIPS, JOYCE Y	6549	13375	.00
	UNITED STATES TREASURY		13376	125.50
	CALIF. STATE DISBURSEMENT UNIT		13377	427.38
	CALIF. STATE DISBURSEMENT UNIT		13378	161.07
2200-421	RODRIGUEZ, MANUEL R	535	13379	2,652.07
	TEXAS CHILD SUPPORT SDU		13380	642.92
4000-461	BARON, BYRON	178	13381	360.11
4000-461	SCARRY, COLE	7674	13382	312.91
4000-461	SILVA, NESTOR C	177	13383	570.16
	CALIF. STATE DISBURSEMENT UNIT		13384	255.23
	CALIF. STATE DISBURSEMENT UNIT		13385	80.76
	RIVERSIDE COUNTY SHERIFF - SCS		13386	659.56
	Total Checks -		13	6,247.67

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 27, 2024**

SUBJECT: **Receive and File Cash and Investments Report for the Month of January 2024**

RECOMMENDATION:

That City Council receive and file Cash and Investment Report for January 2024 on this day, February 27, 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	December 2023	January 2024
Funds under Control of the City:		
Petty Cash / Cash on Hand	$4,055.00	$4,055.00
Sub-Total	**$4,055.00**	**$4,055.00**
Checking and Savings:		
Wells Fargo - General Account - XXXXX5798	$6,660,044.04	$5,007,169.01
Bank of America - Parking Citations - XXXXXX8776	$142,562.16	$143,002.37
Bank of America - Airport Visa - XXXXXX7548	$564,017.55	$568,167.24
Bank of America - CNG Charge Acct - XXXXXX5594	$79,323.50	$79,176.80
Sub-Total	**$7,585,290.30**	**$5,936,858.47**
See Investment Report for Details of the following investments:		
State of California, Local Agency Investment Fund	**$17,963,954.32**	**$21,154,156.65**
% of Investments in LAIF	**47%**	**51%**

US Bank City of Banning Investment Custody Account XXXXX6000	**$20,346,920.47**	**$20,642,237.73**
Cash and Investments	**$45,760,877.04**	**$47,597,964.80**

RESTRICTED CASH AND INVESTMENTS:

Cash & Investments	December 2023	January 2024
Cash with Fiscal Agents		
US Bank		
2015 Water Revenue Bonds-BUA Water Projects - 258228005	$845,535.23	$848,991.37
2015 Water Revenue Bonds-BUA Water Projects - 258228000	$2,955.87	$2,967.95
2019 Wastewater Revenue Bond - 254226002	$2.40	$2.40
2019 Wastewater Revenue Bonds 254226000	$115,035.15	$115,036.13
2019 Wastewater Revenue Bonds - BUA Water Projects - Previous Balance less amount required for Refunding - 254226006	$2,502,848.81	$2,502,870.07
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685003	$717,988.13	$720,922.92
2015 Electric Revenue Bond-Acquisition & Construction Fund - 262685000	$5,865.18	$5,889.15
Successor Agency of the Dissolved Redevelopment Agency of the City of Banning Tax Allocation Bonds Series 2016 (Taxable) Unexpended Proceeds Fund - 277166005	$7,687,187.98	$7,687,220.63
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	$186,058.36	$186,059.15
PERMA Member Trust Account xxx-xxxx-101.12-00	$3,122,372.43	$3,122,372.43

CAISO - City of Banning XXXXX6994	$123,139.29	$123,139.29
City of Banning - XXXXX5920 - Riverside Public Utilities (RPU)	$828,951.25	$845,319.46
Cash with Fiscal Agents US Bank	**$16,137,940.08**	**$16,160,790.95**
Restricted Investment in SCPPA Project Stabilization Fund		
Project Stabilization Fund	**$1,135,302.05**	**$1,115,373.15**
Total Restricted Cash and Investments	**$17,273,242.13**	**$17,276,164.10**
Grand Total Cash and Investments	**$63,034,119.17**	**$64,874,128.90**

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 January 2024.pdf
2. Attachment 2- City of Banning Broker Report January 2024.pdf
3. Attachment 3-LAIF Market Valution January 2024.pdf
4. Attachment 4-PMIA-LAIF Performance Report January 2024.pdf

City of Banning
Report of Investments
January 2024

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		$ 21,154,156.42	3.843	100.41145	$ 21,241,195.92	50.6%
	Successor Agency	Pooled Investment	N/A	N/A	N/A		$ 0.23	3.843	100.41145	$ 0.23	0.0%
							$ 21,154,156.65			**$ 21,241,196.15**	**50.6%**
US Bank- Broker Chandler Asset Management											
Government Agencies											
	Total ABS	Asset-Backed Securities	Various	AAA	Aaa	2.06	$ 540,000.00	4.710	101.708	$ 549,223.08	1.29%
	Total Agency	Federal Agencies	Various	AA+	Aaa	1.28	$ 15,200,000.00	4.700	98.120	$ 14,914,175.17	36.4%
	Total Corporate	Corporate	Various	A+	A1	1.41	$ 1,250,000.00	4.720	98.698	$ 1,233,728.08	3.0%
	Total Money Market	Money Market/Mutual Funds	31846V401	AAA	Aaa	0.00	$ 72,237.73	4.820	100.000	$ 72,237.73	0.2%
	Total US Treasury	US Treasuries	Various	AA+	Aaa	1.16	$ 3,580,000.00	5.160	99.130	$ 3,548,869.24	8.6%
							$ 20,642,237.73			**$ 20,318,233.29**	**49.4%**
Total Investments							**$ 41,796,394.38**			**$ 41,559,429.44**	**100.0%**

**** See page 5-7 of Broker report for details by category***

City of Banning - Account #11089

MONTHLY ACCOUNT STATEMENT

JANUARY 1, 2024 THROUGH JANUARY 31, 2024

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 January 31, 2024

PORTFOLIO CHARACTERISTICS

Average Modified Duration	1.16
Average Coupon	2.94%
Average Purchase YTM	3.22%
Average Market YTM	4.78%
Average S&P/Moody Rating	AA+/Aaa
Average Final Maturity	1.46 yrs
Average Life	1.23 yrs

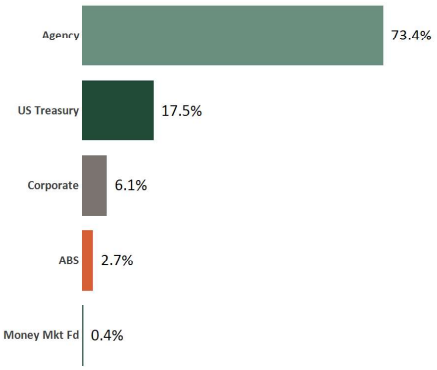
ACCOUNT SUMMARY

	Beg. Values as of 12/31/23	End Values as of 1/31/24
Market Value	20,145,884	20,193,341
Accrued Interest	98,689	124,893
Total Market Value	**20,244,574**	**20,318,233**
Income Earned	53,568	54,597
Cont/WD		0
Par	20,615,722	20,642,238
Book Value	20,546,275	20,575,999
Cost Value	20,504,400	20,529,700

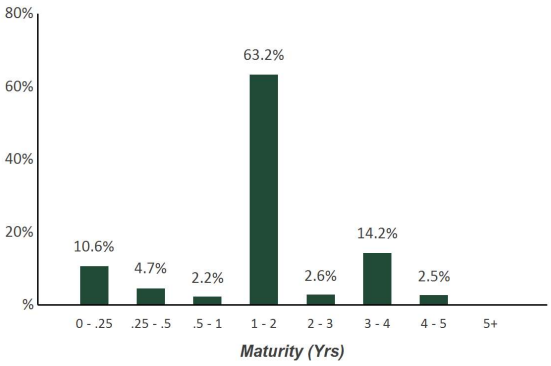
TOP ISSUERS

Federal Home Loan Bank	58.4%
Government of United States	17.5%
Federal Home Loan Mortgage Corp	14.1%
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	**98.0%**

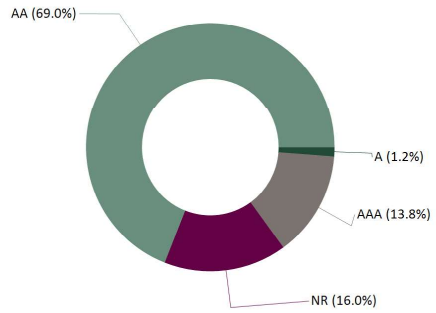
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



PERFORMANCE REVIEW

					Annualized				
TOTAL RATE OF RETURN	**1M**	**3M**	**YTD**	**1YR**	**2YRS**	**3YRS**	**5YRS**	**10YRS**	**6/30/2023**
City of Banning	0.37%	2.62%	0.37%	N/A	N/A	N/A	N/A	N/A	N/A
Banning Custom Index	0.42%	1.98%	0.42%	N/A	N/A	N/A	N/A	N/A	N/A

Statement of Compliance

As of January 31, 2024

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 January 31, 2024

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 5.21%	44,994.60 44,995.66	100.63 5.01%	45,284.72 73.98	0.22% 289.06	NR / AAA AAA	2.81 1.45
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 2/25/2028	40,000.00	07/11/2023 5.25%	39,992.91 39,994.06	101.06 4.78%	40,425.80 36.47	0.20% 431.74	NR / AAA AAA	4.07 1.41
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 5/15/2028	195,000.00	09/12/2023 5.36%	194,986.60 194,987.99	101.53 4.81%	197,976.68 474.93	0.98% 2,988.69	Aaa / NR AAA	4.29 2.06
36267KAD9	GM Financial Securitized Term 2023-3 A3 5.45% Due 6/16/2028	45,000.00	07/11/2023 5.36%	44,998.26 44,998.53	101.37 4.66%	45,618.30 102.19	0.23% 619.77	Aaa / AAA NR	4.38 1.60
02582JKD1	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	215,000.00	09/12/2023 5.13%	214,990.39 214,991.58	101.74 4.57%	218,730.25 499.76	1.08% 3,738.67	NR / AAA AAA	4.63 2.39
Total ABS		**540,000.00**	**5.25%**	**539,962.76** **539,967.82**	**4.71%**	**548,035.75** **1,187.33**	**2.70%** **8,067.93**	**Aaa / AAA** **AAA**	**4.29** **2.06**
AGENCY									
313384A58	FHLB Discount Note 4.97% Due 8/2/2024	200,000.00	01/22/2024 5.17%	194,698.67 194,947.17	97.47 5.17%	194,947.17 0.00	0.96% 0.00	NR / NR NR	0.50 0.49
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	98.06 4.66%	2,941,785.00 26,750.00	14.61% (58,215.00)	Aaa / AA+ NR	1.20 1.16
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	99.39 4.34%	2,981,766.00 26,750.00	14.81% (18,234.00)	Aaa / AA+ NR	1.20 0.88
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	99.43 5.80%	2,982,822.00 26,833.33	14.81% (17,178.00)	Aaa / AA+ NR	1.24 0.24
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	95.05 4.35%	2,851,488.00 3,680.00	14.05% (148,512.00)	Aaa / NR AA+	1.33 1.30
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	95.04 4.29%	2,851,137.00 26,216.67	14.16% (148,863.00)	Aaa / AA+ NR	3.16 2.97
Total Agency		**15,200,000.00**	**2.55%**	**15,194,698.67** **15,194,947.17**	**4.70%**	**14,803,945.17** **110,230.00**	**73.40%** **(391,002.00)**	**Aaa / AA+** **AA+**	**1.60** **1.28**

Holdings Report

As of January 31, 2024

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
CORPORATE									
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	250,000.00	06/08/2023 5.30%	242,822.50 245,859.63	98.38 5.21%	245,956.75 1,031.25	1.22% 97.12	A1 / A AA-	0.88 0.84
023135CE4	Amazon.com Inc Note 3% Due 4/13/2025	500,000.00	06/08/2023 4.67%	485,440.00 490,517.56	97.97 4.75%	489,869.00 4,500.00	2.43% (648.56)	A1 / AA AA-	1.20 1.15
30231GAT9	Exxon Mobil Corp Callable Note Cont 12/1/2025 3.043% Due 3/1/2026	500,000.00	06/08/2023 4.53%	481,105.00 485,557.60	97.21 4.45%	486,031.50 6,339.58	2.42% 473.90	Aa2 / AA- NR	2.08 1.96
Total Corporate		**1,250,000.00**	**4.74%**	**1,209,367.50** **1,221,934.79**	**4.72%**	**1,221,857.25** **11,870.83**	**6.07%** **(77.54)**	**A1 / AA-** **AA-**	**1.49** **1.41**
MONEY MARKET FUND									
31846V401	First American Govt Obligation MMKT Class-D	72,237.73	Various 4.82%	72,237.73 72,237.73	1.00 4.82%	72,237.73 0.00	0.36% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		**72,237.73**	**4.82%**	**72,237.73** **72,237.73**	**4.82%**	**72,237.73** **0.00**	**0.36%** **0.00**	**Aaa / AAA** **AAA**	**0.00** **0.00**
US TREASURY									
912797JC2	US Treasury Bill 5.277% Due 2/6/2024	350,000.00	12/11/2023 5.40%	347,126.70 349,743.46	99.93 5.40%	349,743.46 0.00	1.72% 0.00	P-1 / A-1+ F-1+	0.02 0.02
91282CBM2	US Treasury Note 0.125% Due 2/15/2024	250,000.00	06/08/2023 5.29%	241,416.01 249,521.21	99.80 4.94%	249,510.25 144.36	1.23% (10.96)	Aaa / AA+ AA+	0.04 0.04
912797JE8	US Treasury Bill 5.263% Due 2/20/2024	100,000.00	12/27/2023 5.38%	99,210.63 99,722.26	99.72 5.38%	99,722.26 0.00	0.49% 0.00	P-1 / A-1+ F-1+	0.05 0.05
912797GQ4	US Treasury Bill 5.238% Due 3/7/2024	300,000.00	12/11/2023 5.38%	296,246.28 298,472.32	99.49 5.38%	298,472.32 0.00	1.47% 0.00	P-1 / A-1+ F-1+	0.10 0.10
91282CBR1	US Treasury Note 0.25% Due 3/15/2024	250,000.00	06/08/2023 5.22%	240,791.01 248,585.76	99.40 5.24%	248,500.75 238.67	1.22% (85.01)	Aaa / AA+ AA+	0.12 0.12
912797GY7	US Treasury Bill 5.237% Due 3/28/2024	150,000.00	12/27/2023 5.38%	148,014.11 148,777.91	99.19 5.38%	148,777.91 0.00	0.73% 0.00	P-1 / A-1+ F-1+	0.16 0.15
912797HF7	US Treasury Bill 5.325% Due 4/11/2024	200,000.00	10/11/2023 5.55%	194,615.83 197,929.17	98.96 5.55%	197,929.17 0.00	0.97% 0.00	P-1 / A-1+ F-1+	0.19 0.19
912796CX5	US Treasury Bill 5.213% Due 4/18/2024	350,000.00	01/22/2024 5.35%	345,641.77 346,097.86	98.89 5.35%	346,097.86 0.00	1.70% 0.00	P-1 / A-1+ F-1+	0.21 0.21

Holdings Report

As of January 31, 2024

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									
912797JP3	US Treasury Bill 5.213% Due 4/23/2024	150,000.00	12/27/2023 5.38%	147,458.91 148,219.07	98.81 5.38%	148,219.07 0.00	0.73% 0.00	P-1 / A-1+ F-1+	0.23 0.22
912797HQ3	US Treasury Bill 5.258% Due 5/9/2024	200,000.00	11/13/2023 5.47%	194,830.13 197,137.59	98.57 5.47%	197,137.59 0.00	0.97% 0.00	P-1 / A-1+ F-1+	0.27 0.26
912797JX6	US Treasury Bill 5.19% Due 5/21/2024	200,000.00	01/22/2024 5.35%	196,568.83 196,828.33	98.41 5.35%	196,828.33 0.00	0.97% 0.00	P-1 / A-1+ F-1+	0.30 0.30
912797HT7	US Treasury Bill 5.12% Due 6/6/2024	200,000.00	01/22/2024 5.29%	196,160.00 196,416.00	98.21 5.29%	196,416.00 0.00	0.97% 0.00	P-1 / A-1+ F-1+	0.35 0.34
912828XX3	US Treasury Note 2% Due 6/30/2024	180,000.00	11/13/2023 5.47%	176,196.09 177,508.36	98.70 5.18%	177,665.58 316.48	0.88% 157.22	Aaa / AA+ AA+	0.41 0.41
912797GB7	US Treasury Bill 4.915% Due 7/11/2024	200,000.00	12/04/2023 5.12%	194,020.08 195,603.80	97.80 5.12%	195,603.80 0.00	0.96% 0.00	P-1 / A-1+ F-1+	0.44 0.43
91282CGE5	US Treasury Note 3.875% Due 1/15/2026	500,000.00	06/08/2023 4.27%	495,136.72 496,348.70	99.33 4.24%	496,640.50 904.88	2.45% 291.80	Aaa / AA+ AA+	1.96 1.86
Total US Treasury		**3,580,000.00**	**5.20%**	**3,513,433.10** **3,546,911.80**	**5.16%**	**3,547,264.85** **1,604.39**	**17.47%** **353.05**	**Aaa / AAA** **AAA**	**0.44** **0.42**
TOTAL PORTFOLIO		**20,642,237.73**	**3.22%**	**20,529,699.76** **20,575,999.31**	**4.78%**	**20,193,340.75** **124,892.55**	**100.00%** **(382,658.56)**	**Aaa / AA+** **AAA**	**1.46** **1.16**
TOTAL MARKET VALUE PLUS ACCRUED						**20,318,233.30**			

Transaction Ledger

As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	01/02/2024	31846V401	1,610.44	First American Govt Obligation MMKT Class-D	1.000	4.82%	1,610.44	0.00	1,610.44	0.00
Purchase	01/09/2024	31846V401	400,000.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	400,000.00	0.00	400,000.00	0.00
Purchase	01/15/2024	31846V401	9,837.50	First American Govt Obligation MMKT Class-D	1.000	4.82%	9,837.50	0.00	9,837.50	0.00
Purchase	01/15/2024	31846V401	240,000.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	240,000.00	0.00	240,000.00	0.00
Purchase	01/16/2024	31846V401	937.04	First American Govt Obligation MMKT Class-D	1.000	4.82%	937.04	0.00	937.04	0.00
Purchase	01/16/2024	31846V401	204.38	First American Govt Obligation MMKT Class-D	1.000	4.82%	204.38	0.00	204.38	0.00
Purchase	01/16/2024	31846V401	890.50	First American Govt Obligation MMKT Class-D	1.000	4.82%	890.50	0.00	890.50	0.00
Purchase	01/17/2024	31846V401	195,903.67	First American Govt Obligation MMKT Class-D	1.000	4.82%	195,903.67	0.00	195,903.67	0.00
Purchase	01/22/2024	31846V401	201.75	First American Govt Obligation MMKT Class-D	1.000	4.82%	201.75	0.00	201.75	0.00
Purchase	01/23/2024	313384A58	200,000.00	FHLB Discount Note 4.97% Due 8/2/2024	97.349	5.17%	194,698.67	0.00	194,698.67	0.00
Purchase	01/23/2024	31846V401	100,000.00	First American Govt Obligation MMKT Class-D	1.000	4.82%	100,000.00	0.00	100,000.00	0.00
Purchase	01/23/2024	912796CX5	350,000.00	US Treasury Bill 5.213% Due 4/18/2024	98.755	5.35%	345,641.77	0.00	345,641.77	0.00
Purchase	01/23/2024	912797HT7	200,000.00	US Treasury Bill 5.12% Due 6/6/2024	98.080	5.29%	196,160.00	0.00	196,160.00	0.00
Purchase	01/23/2024	912797JX6	200,000.00	US Treasury Bill 5.19% Due 5/21/2024	98.284	5.35%	196,568.83	0.00	196,568.83	0.00
Subtotal			**1,899,585.28**				**1,882,654.55**	**0.00**	**1,882,654.55**	**0.00**

Transaction Ledger

As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Short Sale	01/23/2024	31846V401	-933,069.27	First American Govt Obligation MMKT Class-D	1.000		-933,069.27	0.00	-933,069.27	0.00
Subtotal			**-933,069.27**				**-933,069.27**	**0.00**	**-933,069.27**	**0.00**
TOTAL ACQUISITIONS			**966,516.01**				**949,585.28**	**0.00**	**949,585.28**	**0.00**
DISPOSITIONS										
Closing Purchase	01/23/2024	31846V401	-933,069.27	First American Govt Obligation MMKT Class-D	1.000		-933,069.27	0.00	-933,069.27	0.00
Subtotal			**-933,069.27**				**-933,069.27**	**0.00**	**-933,069.27**	**0.00**
Sale	01/17/2024	3137FGZT5	200,000.00	FHLMC K079 A2 3.926% Due 6/25/2028	97.777	4.47%	195,554.69	348.98	195,903.67	1,330.17
Sale	01/23/2024	31846V401	933,069.27	First American Govt Obligation MMKT Class-D	1.000	4.82%	933,069.27	0.00	933,069.27	0.00
Subtotal			**1,133,069.27**				**1,128,623.96**	**348.98**	**1,128,972.94**	**1,330.17**
Paydown	01/16/2024	02582JKD1	0.00	American Express Credit Trust 2023-3 A 5.23% Due 9/15/2028	100.000		0.00	937.04	937.04	0.00
Paydown	01/16/2024	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	01/16/2024	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	01/22/2024	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
Subtotal			**0.00**				**0.00**	**2,233.67**	**2,233.67**	**0.00**
Maturity	01/09/2024	912797HY6	400,000.00	US Treasury Bill 5.277% Due 1/9/2024	100.000		400,000.00	0.00	400,000.00	0.00

Transaction Ledger

As of January 31, 2024

Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Maturity	01/15/2024	91282CBE0	240,000.00	US Treasury Note 0.125% Due 1/15/2024	100.000		240,000.00	0.00	240,000.00	0.00
Maturity	01/23/2024	912797JA6	100,000.00	US Treasury Bill 5.263% Due 1/23/2024	100.000		100,000.00	0.00	100,000.00	0.00
Subtotal			**740,000.00**				**740,000.00**	**0.00**	**740,000.00**	**0.00**
TOTAL DISPOSITIONS			**940,000.00**				**935,554.69**	**2,582.65**	**938,137.34**	**1,330.17**
OTHER TRANSACTIONS										
Interest	01/15/2024	91282CBE0	240,000.00	US Treasury Note 0.125% Due 1/15/2024	0.000		150.00	0.00	150.00	0.00
Interest	01/15/2024	91282CGE5	500,000.00	US Treasury Note 3.875% Due 1/15/2026	0.000		9,687.50	0.00	9,687.50	0.00
Subtotal			**740,000.00**				**9,837.50**	**0.00**	**9,837.50**	**0.00**
Dividend	01/02/2024	31846V401	55,721.72	First American Govt Obligation MMKT Class-D	0.000		1,610.44	0.00	1,610.44	0.00
Subtotal			**55,721.72**				**1,610.44**	**0.00**	**1,610.44**	**0.00**
TOTAL OTHER TRANSACTIONS			**795,721.72**				**11,447.94**	**0.00**	**11,447.94**	**0.00**

Income Earned

As of January 31, 2024

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	489,844.89 0.00 0.00 490,517.56	3,250.00 0.00 4,500.00 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	214,991.31 0.00 0.00 214,991.58	499.76 937.04 499.76 937.04	0.27 0.00 0.27 937.31	937.31
05592XAD2	BMW Vehicle Owner Trust 2023-A A3 5.47% Due 02/25/2028	07/11/2023 07/18/2023 40,000.00	39,993.88 0.00 0.00 39,994.06	36.47 0.00 36.47 0.00	0.18 0.00 0.18 0.18	0.18
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	484,967.72 0.00 0.00 485,557.60	5,071.67 0.00 6,339.58 1,267.91	589.88 0.00 589.88 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	19,716.67 0.00 26,216.67 6,500.00	0.00 0.00 0.00 6,500.00	6,500.00
3130ARFY2	FHLB Callable Note 1X 4/14/2023 3% Due 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	19,250.00 0.00 26,750.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARGD7	FHLB Callable Note Qtrly 7/14/2022 3% Due 04/14/2025	04/14/2022 04/14/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	19,250.00 0.00 26,750.00 7,500.00	0.00 0.00 0.00 7,500.00	7,500.00
3130ARNR8	FHLB Callable Note Qtrly 7/29/2022 3.5% Due 04/29/2025	04/29/2022 04/29/2022 3,000,000.00	3,000,000.00 0.00 0.00 3,000,000.00	18,083.33 0.00 26,833.33 8,750.00	0.00 0.00 0.00 8,750.00	8,750.00
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	2,480.00 0.00 3,680.00 1,200.00	0.00 0.00 0.00 1,200.00	1,200.00

Income Earned

As of January 31, 2024

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
3137FGZT5	FHLMC K079 A2 Due 06/25/2028	07/10/2023 07/13/2023 0.00	194,167.51 0.00 194,224.52 0.00	654.33 348.98 0.00 (305.35)	57.01 0.00 57.01 (248.34)	(248.34)
36267KAD9	GM Financial Securitized Term 2023-3 A3 5.45% Due 06/16/2028	07/11/2023 07/19/2023 45,000.00	44,998.49 0.00 0.00 44,998.53	102.19 204.38 102.19 204.38	0.04 0.00 0.04 204.42	204.42
379929AD4	GM Financial Auto Leasing 2023-3 A3 5.38% Due 11/20/2026	08/08/2023 08/16/2023 45,000.00	44,995.47 0.00 0.00 44,995.66	73.98 201.75 73.98 201.75	0.19 0.00 0.19 201.94	201.94
47787CAC7	John Deere Owner Trust 2023-C A3 5.48% Due 05/15/2028	09/12/2023 09/19/2023 195,000.00	194,987.67 0.00 0.00 194,987.99	474.93 890.50 474.93 890.50	0.32 0.00 0.32 890.82	890.82
857477AN3	State Street Bank Note 3.3% Due 12/16/2024	06/08/2023 06/12/2023 250,000.00	245,457.28 0.00 0.00 245,859.63	343.75 0.00 1,031.25 687.50	402.35 0.00 402.35 1,089.85	1,089.85
912828XX3	US Treasury Note 2% Due 06/30/2024	11/13/2023 11/14/2023 180,000.00	176,993.42 0.00 0.00 177,508.36	9.89 0.00 316.48 306.59	514.94 0.00 514.94 821.53	821.53
91282CBE0	US Treasury Note Due 01/15/2024	06/08/2023 06/09/2023 0.00	239,538.83 0.00 240,000.00 0.00	138.59 150.00 0.00 11.41	461.17 0.00 461.17 472.58	472.58
91282CBM2	US Treasury Note 0.125% Due 02/15/2024	06/08/2023 06/09/2023 250,000.00	248,461.04 0.00 0.00 249,521.21	118.04 0.00 144.36 26.32	1,060.17 0.00 1,060.17 1,086.49	1,086.49
91282CBR1	US Treasury Note 0.25% Due 03/15/2024	06/08/2023 06/09/2023 250,000.00	247,566.20 0.00 0.00 248,585.76	185.44 0.00 238.67 53.23	1,019.56 0.00 1,019.56 1,072.79	1,072.79

Income Earned

As of January 31, 2024

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
91282CGE5	US Treasury Note 3.875% Due 01/15/2026	06/08/2023 06/09/2023 500,000.00	496,190.17 0.00 0.00 496,348.70	8,950.41 9,687.50 904.88 1,641.97	158.53 0.00 158.53 1,800.50	1,800.50
			18,363,153.88 **0.00** **434,224.52**	**98,689.45** **12,420.15** **124,892.55**	**4,937.28** **0.00** **4,937.28**	
Total Fixed Income		**17,970,000.00**	**17,933,866.64**	**38,623.25**	**43,560.53**	**43,560.53**
CASH & EQUIVALENT						
313384A58	FHLB Discount Note 4.97% Due 08/02/2024	01/22/2024 01/23/2024 200,000.00	0.00 194,698.67 0.00 194,947.17	0.00 0.00 0.00 0.00	248.50 0.00 248.50 248.50	248.50
31846V401	First American Govt Obligation MMKT Class-D	01/15/2024 01/15/2024 72,237.73	55,721.72 16,516.01 0.00 72,237.73	0.00 1,610.44 0.00 1,610.44	0.00 0.00 0.00 1,610.44	1,610.44
912796CX5	US Treasury Bill 5.213% Due 04/18/2024	01/22/2024 01/23/2024 350,000.00	0.00 345,641.77 0.00 346,097.86	0.00 0.00 0.00 0.00	456.09 0.00 456.09 456.09	456.09
912797GB7	US Treasury Bill 4.915% Due 07/11/2024	12/04/2023 12/05/2023 200,000.00	194,757.33 0.00 0.00 195,603.80	0.00 0.00 0.00 0.00	846.47 0.00 846.47 846.47	846.47
912797GQ4	US Treasury Bill 5.238% Due 03/07/2024	12/11/2023 12/12/2023 300,000.00	297,119.24 0.00 0.00 298,472.32	0.00 0.00 0.00 0.00	1,353.08 0.00 1,353.08 1,353.08	1,353.08
912797GY7	US Treasury Bill 5.237% Due 03/28/2024	12/27/2023 12/28/2023 150,000.00	148,101.40 0.00 0.00 148,777.91	0.00 0.00 0.00 0.00	676.51 0.00 676.51 676.51	676.51

Income Earned

As of January 31, 2024

CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912797HF7	US Treasury Bill 5.325% Due 04/11/2024	10/11/2023 10/12/2023 200,000.00	197,012.08 0.00 0.00 197,929.17	0.00 0.00 0.00 0.00	917.09 0.00 917.09 917.09	917.09
912797HQ3	US Treasury Bill 5.258% Due 05/09/2024	11/13/2023 11/14/2023 200,000.00	196,232.13 0.00 0.00 197,137.59	0.00 0.00 0.00 0.00	905.46 0.00 905.46 905.46	905.46
912797HT7	US Treasury Bill 5.12% Due 06/06/2024	01/22/2024 01/23/2024 200,000.00	0.00 196,160.00 0.00 196,416.00	0.00 0.00 0.00 0.00	256.00 0.00 256.00 256.00	256.00
912797HY6	US Treasury Bill Due 01/09/2024	12/11/2023 12/12/2023 0.00	399,530.89 0.00 400,000.00 0.00	0.00 0.00 0.00 0.00	469.11 0.00 469.11 469.11	469.11
912797JA6	US Treasury Bill Due 01/23/2024	12/27/2023 12/28/2023 0.00	99,678.40 0.00 100,000.00 0.00	0.00 0.00 0.00 0.00	321.60 0.00 321.60 321.60	321.60
912797JC2	US Treasury Bill 5.277% Due 02/06/2024	12/11/2023 12/12/2023 350,000.00	348,152.88 0.00 0.00 349,743.46	0.00 0.00 0.00 0.00	1,590.58 0.00 1,590.58 1,590.58	1,590.58
912797JE8	US Treasury Bill 5.263% Due 02/20/2024	12/27/2023 12/28/2023 100,000.00	99,269.10 0.00 0.00 99,722.26	0.00 0.00 0.00 0.00	453.16 0.00 453.16 453.16	453.16
912797JP3	US Treasury Bill 5.213% Due 04/23/2024	12/27/2023 12/28/2023 150,000.00	147,545.78 0.00 0.00 148,219.07	0.00 0.00 0.00 0.00	673.29 0.00 673.29 673.29	673.29

Income Earned

As of January 31, 2024

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
912797JX6	US Treasury	01/22/2024	0.00	0.00	259.50	259.50
	Bill	01/23/2024	196,568.83	0.00	0.00	
	5.19% Due 05/21/2024	200,000.00	0.00	0.00	259.50	
			196,828.33	0.00	259.50	
			2,183,120.95	**0.00**	**9,426.44**	
			949,585.28	**1,610.44**	**0.00**	
			500,000.00	**0.00**	**9,426.44**	
Total Cash & Equivalent		**2,672,237.73**	**2,642,132.67**	**1,610.44**	**11,036.88**	**11,036.88**
			20,546,274.83	**98,689.45**	**14,363.72**	
			949,585.28	**14,030.59**	**0.00**	
			934,224.52	**124,892.55**	**14,363.72**	
TOTAL PORTFOLIO		**20,642,237.73**	**20,575,999.31**	**40,233.69**	**54,597.41**	**54,597.41**

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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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
Banning Custom Index	

State of California
Pooled Money Investment Account
Market Valuation
1/31/2024

Description	Carrying Cost Plus Accrued Interest Purch.	Fair Value	Accrued Interest
United States Treasury:			
Bills	$ 29,367,637,177.93	$ 29,746,267,500.00	NA
Notes	$ 68,276,645,745.76	$ 67,500,136,000.00	$ 415,432,964.50
Federal Agency:			
SBA	$ 270,714,210.78	$ 270,529,128.36	$ 1,311,522.42
MBS-REMICs	$ 2,112,857.95	$ 2,081,896.18	$ 9,257.45
Debentures	$ 8,483,252,104.13	$ 8,416,872,600.00	$ 75,957,014.20
Debentures FR	$ -	$ -	$ -
Debentures CL	$ 650,000,000.00	$ 638,906,500.00	$ 4,456,111.50
Discount Notes	$ 25,131,550,958.30	$ 25,469,401,000.00	NA
Supranational Debentures	$ 2,819,512,700.14	$ 2,788,653,300.00	$ 22,478,612.60
Supranational Debentures FR	$ -	$ -	$ -
CDs and YCDs FR	$ -	$ -	$ -
Bank Notes			
CDs and YCDs	$ 14,900,000,000.00	$ 14,906,763,784.05	$ 205,689,986.08
Commercial Paper	$ 9,797,910,569.35	$ 9,924,275,555.56	NA
Corporate:			
Bonds FR	$ -	$ -	$ -
Bonds	$ 621,664,002.54	$ 607,310,760.00	$ 4,602,340.63
Repurchase Agreements	$ -	$ -	$ -
Reverse Repurchase	$ -	$ -	$ -
Time Deposits	$ 5,188,000,000.00	$ 5,188,000,000.00	NA
PMIA & GF Loans	$ 325,717,000.00	$ 325,717,000.00	NA
TOTAL	$ 165,834,717,326.88	$ 165,784,915,024.15	$ 729,937,809.38

Fair Value Including Accrued Interest $ 166,514,852,833.53

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

PMIA/LAIF Performance Report as of 2/14/24

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]

January	**4.012**
December	3.929
November	3.843
October	3.670
September	3.534
August	3.434

Pooled Money Investment Account Monthly Portfolio Composition [1] 1/31/24 $165.8 billion

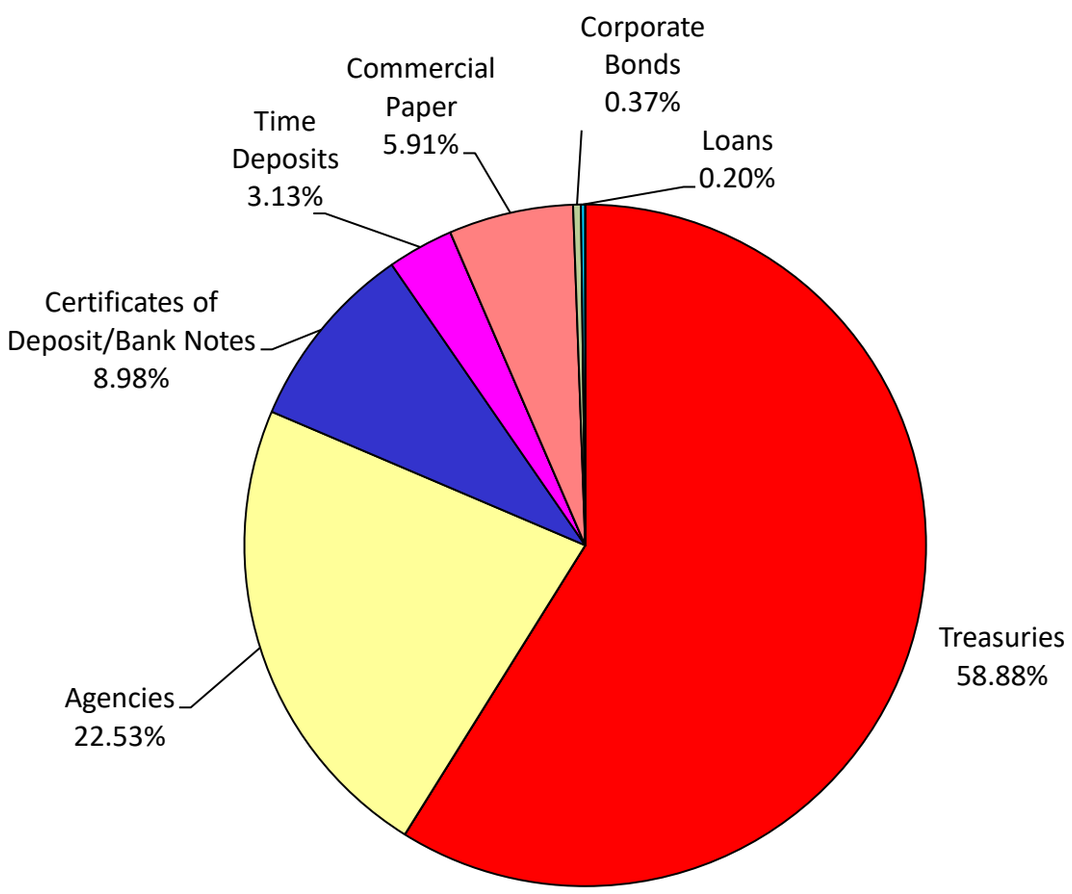


Chart does not include $2,112,000.00 in mortgages, which equates to 0.001%. Percentages may not total 100% due to rounding.

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.*

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 27, 2024**
SUBJECT:	**Receipts, Disbursements, & Fund Balances Reporting for January 2024 and Fiscal Year 2022-23 and 2023-24 Year-To-Date**

RECOMMENDATION:

Receive and file Receipts, Disbursements, & Fund Balances Reporting for January 2024 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:

January report: https://stories.opengov.com/banningca/published/Vz6ZopYCZ

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:

Receive and file.

ATTACHMENTS:

1. Receipts, Disbursements, & Fund Balance Report-January 2024.pdf

Receipts, Disbursements, & Fund Balance Reporting for January 2024 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.

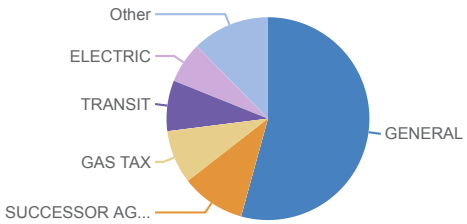
Proprietary Fund receipts and disbursements are timed in a much less chaotic fashion. Enterprise Funds generally charge for services monthly and have steady receipt and disbursement streams. Internal Service Funds charge other City funds and departments quarterly to fund the ongoing operations. Primarily, 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



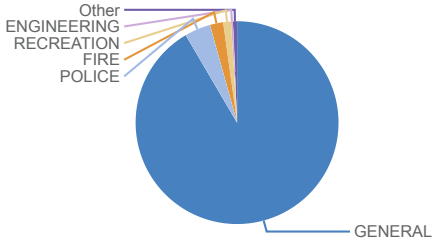
$25,129,140.89

Departments in 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



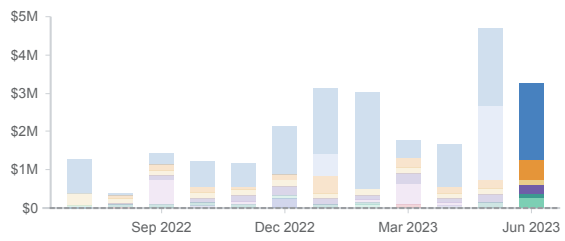
$14,894,635.88

Departments in 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

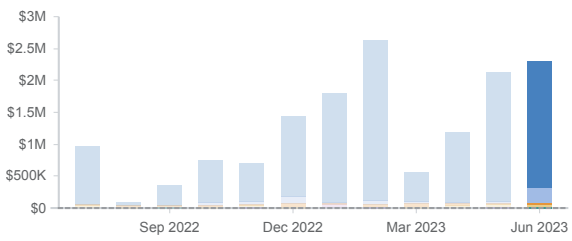


$3,247,573.37

Departments in Jun 2023

General Fund Receipts By Month

General Fund Receipts July 2022 - June 2023



$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 January 2024

Citywide Receipts January 2024

Category	2024
GENERAL	$2,169,409.95
SUCCESSOR AGENCY	$552,946.00
GAS TAX	$386,036.80
PLANNING	$162,198.50
TRANSIT	$142,269.37
Other	$537,711.88

In December the City received most of its cash receipts from General Fund discretionary taxes, Successor Agency receipts are also primarily property tax receipts. Gas Tax receipts are primarily allocations from the State. Transit receipts are from rider fares and State/County contributions.

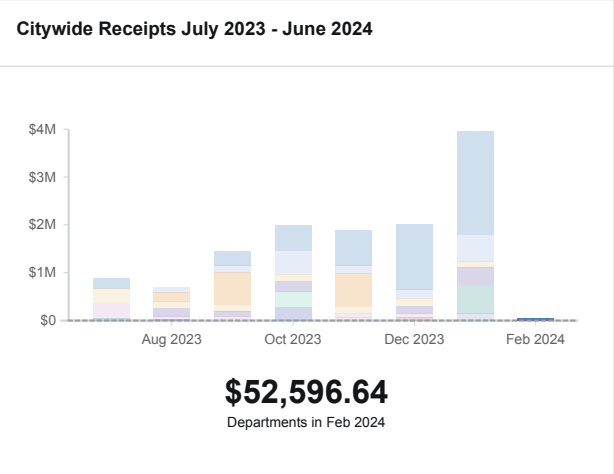
General Fund Receipts January 2024

General Fund Receipts January 2024

Category	2024
GENERAL	$2,169,409.95
PLANNING	$162,198.50
BUILDING SAFETY	$88,946.56
POLICE	$58,297.75
RECREATION	$45,136.50
Other	$28,138.67

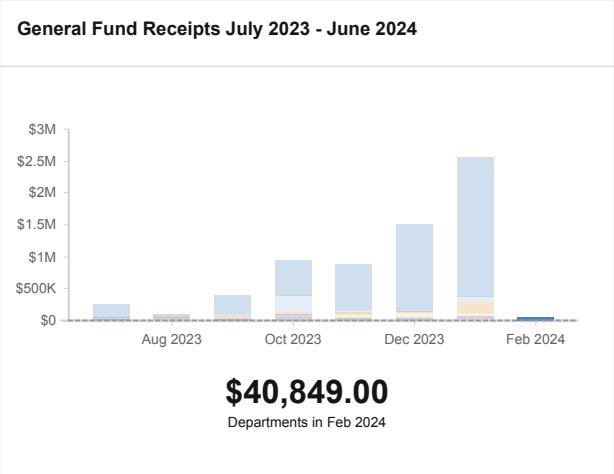
In January, the General discretionary receipts related primarily to Property Taxes, plus Sales Taxes, Transient Occupancy Taxes, Business License Taxes and Franchise Fees. Planning and Building Safety receipts are primarily from licenses, permit fees, and inspections. Police receipts were primarily from public safety sales taxes and special programs. Recreation receipts were primarily from an Outdoor Equity Grant plus Charges for Services and Rents.

Citywide Receipts July 2023-To-Date



Enterprise receipts and General Government operations generally comprise the majority of all receipts. In January General receipts were $2.17 million and were comprised primarily of discretionary tax payments.

General Fund Receipts July 2023-To-Date

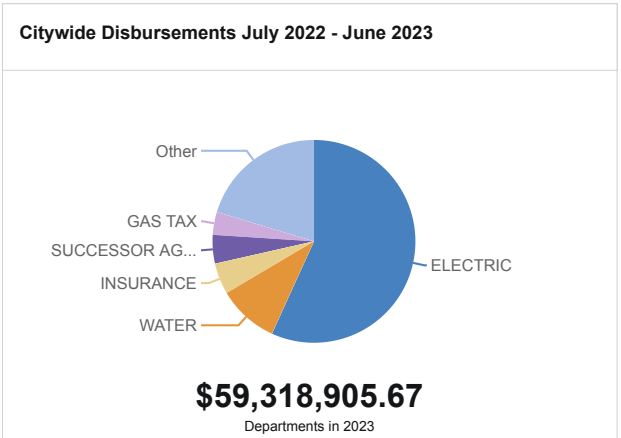


The timing of General Fund Receipts vary by source. Property tax receipts generally occur in December, January, May, and June. Other tax receipts generally occur for activity from two months prior. Other receipts occur as services are provided, fines are paid, fees are incurred, or grants received for reimbursement of agreed upon work.

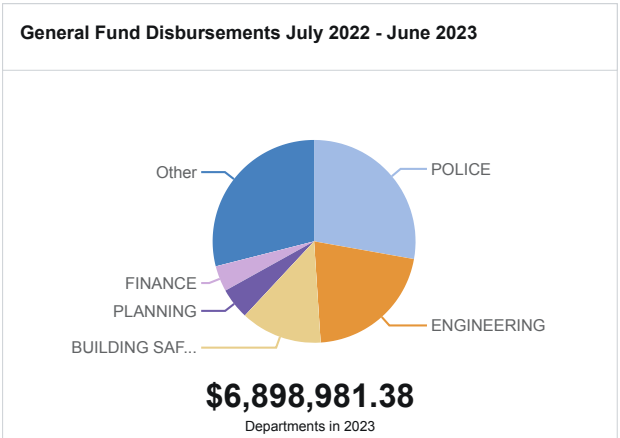
Disbursements

Prior Fiscal Year

Citywide Disbursements Total

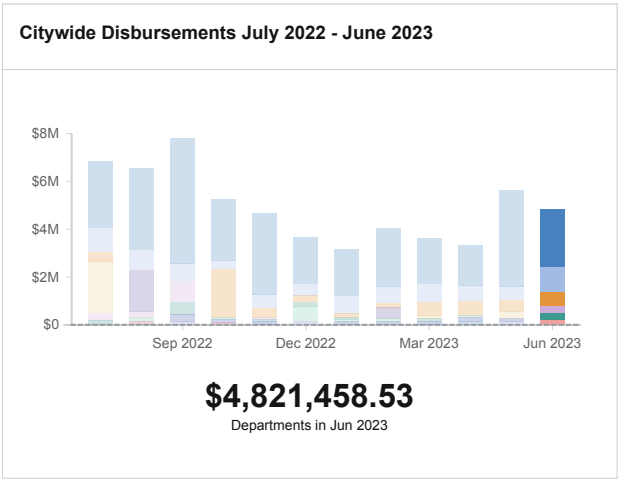


General Fund Disbursements Total

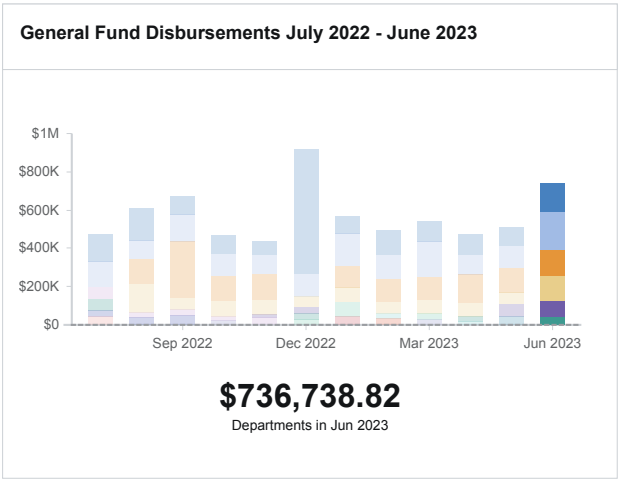


Electric disbursements are heavily impacted by the purchase of electricity. This is offset by the receipts for service provided. In this chart, all General Fund disbursements are within the Other category.

Citywide Disbursements By Month



General Fund Disbursements By Month



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 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 January 2024

Citywide Disbursements January 2024

Category	2024
GAS TAX	$212,678.32
TRANSIT	$152,735.20
CENTRAL SERVICES	$103,955.94
WATER	$70,650.90
ELECTRIC	$52,006.74
Other	$208,442.26

Gas Tax disbursements were primarily for capital expenditures related to streets plus contractual services. Transit spent $150 thousand on an Electric DAR Bus. Central Services disbursements included almost $79 thousand for the City's annual external audit. Water payments were for contractual services and special utility costs including $25 thousand in capital expenditures. Electric payments were largely for cost of goods sold, contractual services, and special programs. Disbursements in this report do not include payroll.

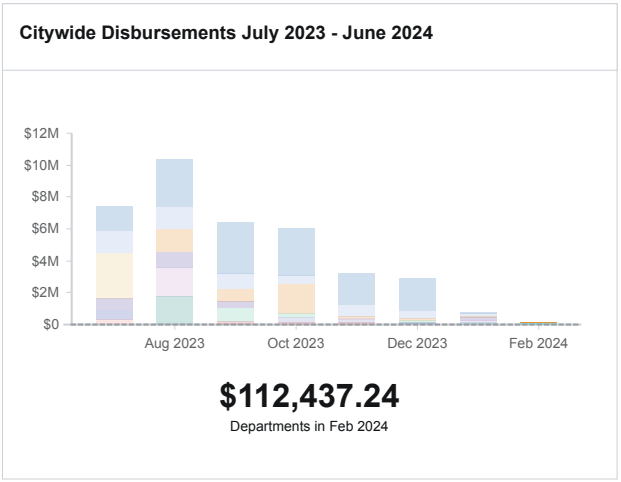
General Fund Disbursements January 2024

General Fund Disbursements January 2024

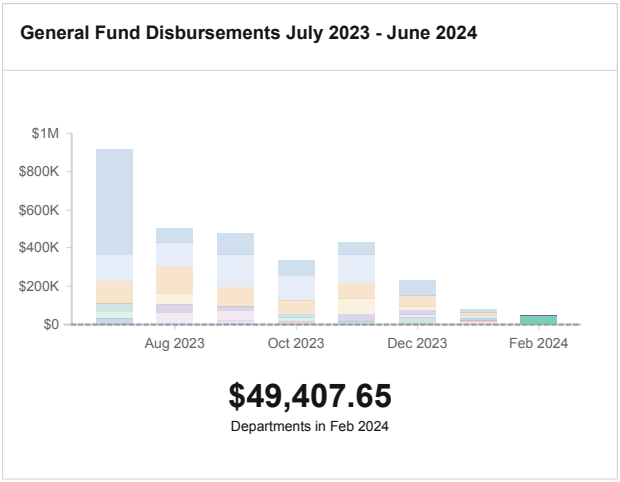
Category	2024
POLICE	$19,550.43
CITY COUNCIL	$16,758.00
CITY MANAGER	$15,120.44
RECREATION	$9,494.42
FINANCE	$5,303.40
Other	$16,574.43

Police payments were primarily for contractual services and uniform allowances for officers. City Council disbursements were for membership dues plus travel, lobbying costs, and cell phones. The other departments are all considered immaterial. Disbursements in this report do not include payroll.

Citywide Disbursements July 2023-To-Date



General Fund Disbursements July 2023-To-Date



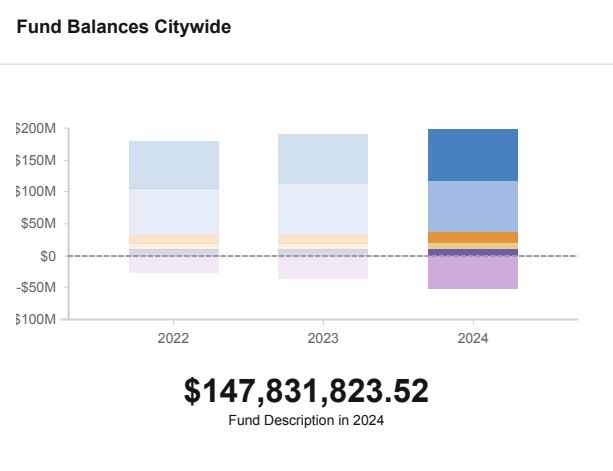
Fund Balance Reporting

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

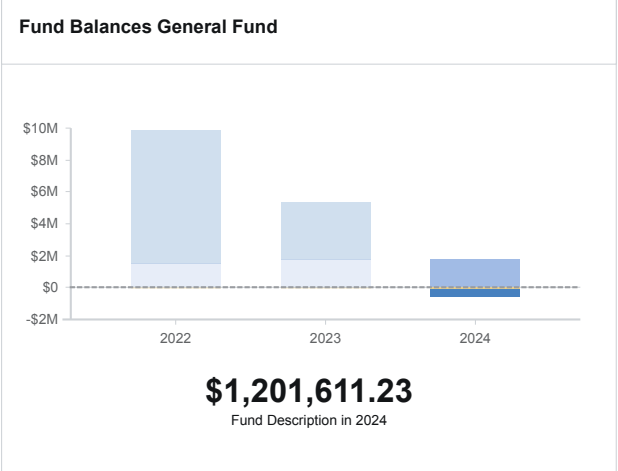


The General Fund usually has the highest fund balance of all Governmental Funds. However, Enterprise Funds generally have the highest Net Positions of the entire City.

General Fund Cumulative Fund Balance

June 2023 (Preliminary) and

FY 2023-24 Year-To-Date



Fund 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 $5.35 million for Fiscal Year 2022-23. In the 2018 budget the General Fund ending total fund balance for FY 2022-23 was expected to go negative.

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 27, 2024**
SUBJECT:	**Receive and File Police Department Statistics for the Month of January 2024**

RECOMMENDATION:

Receive and file Police Department statistics for the month of January 2024.

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. JANUARY-STATS.pdf

BANNING POLICE DEPARTMENT
JANUARY, 2024

CRIME	Jan-24	Jan-23	% CHGE	YTD-24	YTD-23	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	0	0	0%	0	0	0%
Robbery	0	3	-100%	0	3	-100%
Assaults Agg/Simp	22	19	16%	22	19	16%
Burglary	6	17	-65%	6	17	-65%
Vehicle Theft	3	8	-63%	3	8	-63%
Larceny	13	25	-48%	13	25	-48%
OTHER						
Narcotics	7	16	-56%	7	16	-56%
DUI	1	2	-50%	1	2	-50%
T/C Non-Injury	24	11	118%	24	11	118%
T/C Injury	6	6	0%	6	6	0%
T/C Fatal	0	0	0%	0	0	0%
Citations	64	86	-26%	64	86	-26%
Total Incidents	2823	2847	-1%	0	2847	-100%

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 27, 2024**
SUBJECT:	**Receive and File Fire Protection Services Statistics for the Month of January 2024**

RECOMMENDATION:

Receive and File Fire Department statistics for the month of January 2024.

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_012024.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Bill Weiser

Fire Chief

1/1/2024 to 1/31/2024

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
Com Fire	1
False Alarm	28
Medical	367
Other Fire	8
Public Service Assist	33
Res Fire	2
Ringing Alarm	2
Standby	3
Traffic Collision	23
Wildland Fire	1
Incident Total	**468**

Average Enroute to On-Scene Time

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

<5 Minutes: 216

+5 Minutes: 111

+10 Minutes: 11

+20 Minutes: 0

Average Min: 4.92

% 0 to 5 Min: 63.91

Enroute Time: Unit has been acknowledged as responding.
On-Scene Time: Unit has been acknowledged as being On-Scene.

Transport

***Based on Units with a Transport time**

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	444
Total:	**444**

Mutual Aid Given

Engine	226
Total:	**226**

Mutual Aid Received

	11
Breathing Support	1
Brush	26
Chief	13
Engine	89
Environmental Health	1
Patrol	5
Squad	33
Truck/Quint	2
Total:	**181**

Truck Report

Q90 recorded 1 responses in City of Banning from 1/1/2024 to 1/31/2024

T2 recorded 1 responses in City of Banning from 1/1/2024 to 1/31/2024

Significant Incidents

24CARRU008154

1/16/2024 3:32:00AM

CALFIRE / Riverside County Firefighters responded to a reported residential structure fire in the area of Cheyenne x Jefferson in the City of Banning. First arriving Battalion Chief reported a single-story-single family residence with heavy fire coming from the back corner of the home. Firefighters were able to quickly contain the fire with no damage to the adjacent structure. Firefighters would remain on scene for several hours for extensive overhaul. Red cross was contacted to assist with the displacement of 4 family members.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **February 27, 2024**

SUBJECT: **Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

Not applicable.

ALTERNATIVES:

Not applicable.

ATTACHMENTS:

1. January 2024 CIP Update.pdf

PUBLIC WORKS CAPITAL IMPROVEMENT PROJECTS (CIP) TRACKING SHEET

Category	Project #	Project Name	Phase	% Completed	Tasks Completed	Current Tasks	Future Tasks	Tentative Completion Date	Project Budget
Streets		Highland Springs Avenue Interchange	PA&ED	10%	Highway Safety Manaul segmentation existing condition; aerial topo mapping; traffic volume report; Environmental Purpose/Need Statement; Air/Noise memos;	Geometric development; utility agency data collection; Traffic Operations Analysis Report; Enviro. Technical Reports;	Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan	8/1/25	$ 2,900,000
Streets	2020-04	Sun Lakes Blvd Extension	CEQA, PS&E	50%	Council has approved a redesign in order to comply with Kinder Morgan's requirements.	Revise Street Alignment and Update Storm Drain Layout	Revise Environmental documentation and Perform Sediment Transport Analysis	8/1/24	$ 1,248,026
Streets	-	Traffic Signalization of 8th Street/I-10 Interchange	Design/Permits	90%	Design well underway. Submittal of encroachment permit application to Caltrans. Caltrans approval on TOAR and	Design drawings have been resubmitted to Caltrans and awaiting a response.	Resubmitted to Caltrans if needed. Caltrans encroachment permit issuance.	6/1/24	$ 1,081,000
Streets	2022-05	HSIP Cycle 10 Omar/Ramsey Intersection Improvements	Design	90%	Project Approved for Funding by the State. Proposal solicitation. Contract award.	90% Plans sent to ERSC for Review	Final Plans, Specs and Cost Estimate	6/1/24	$ 39,698
Streets	2023-04	HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements	Design	90%	Project Approved for Funding by the State. Project Awarded.	90% Plans sent to ERSC for Review	Final Plans, Specs and Cost Estimate	6/1/24	$ 64,780
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	5%	Project approved for funding by Caltrans	RFP sent to Purchasing for Advertising	Award Contract	6/30/24	$ 433,900
Streets	2023-10	HSIP Pedestrian Crossings Upgrades at 19 Intersection	PS&E	2%	Project approved for funding by Caltrans	CC Approved Agreement with Caltrans.	Send out RFP	6/30/24	$ 585,000
Streets	2023-11	HSIP Wilson St & 12 St Intersection Upgrade	PS&E	2%	Project approved for funding by Caltrans	CC Approved Agreement with Caltrans.	Send out RFP	6/30/24	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	60%	Kick Off Meeting for Design Phase with Caltrans & UPRR	CC Approval of Amendment 2	90% Plans Submittal	6/1/24	$ 109,908
Streets	2022-10	LED Message Board Sign	Design	10%	Received Proposal from BOA Architecture. City Council approval.	Conceptual Drawings Review by Downtown Ad Hoc Committee	30% Plans Submittal	On Hold	$ 64,700
Water	2018-02W	New Domestic Water Well C8 (Phase 1: Pilot well drilling and testing)	Construction	100%	Work has completed, punch list items completed, contractor has demobilized.	File Notice of Completion		Completed	$ 2,399,601
Wastewater	2022-01WW	Wastewater Treatment Plant and Recycled Water Improvments	Planning/Design	20%	Treatment tech research and selection; prep/submittal of SWRCB and BOR grant applications; completion of Feasibility Study	Project delivery analysis and selection; Class 3 cost estimates	Preparation of RFQ	6/1/25	$ 1,576,432
Wastewater	2020-08WW	WWTP Equalization Basin	Design/CEQA	50%	City Council has approved a redesign related to value engineering. Re-design has been kicked off.	Re-design underway	Review of 1st submittal of redesign	9/1/24	$ 362,866
Water	2023-02W	Barbour Water Line Replacement	Design	30%	City Review of Alignemnent and Profile	TKE working on 90% Plans	Final Approval of Plans	6/1/24	$ 111,521
Water	2023-15	Ramsey Street Water Line	Design	0%	Contract awarded and kick off meeting held.	Initial utility coordination	Utility coordination, topographic survey, prelimnary design	8/30/24	$ 250,000
Water	2022-07W	Well M12A (Phase I Pilot well drilling and testing)	Construction	2%	Contractor has mobilized on site. Installation of conductor casing.	Drill rig to mobilize and commencement of installation of pilot hole.	Drill pilot hole.	2/1/25	$ 2,254,005
Water	2017-15W	Water Main Replacement Location 3	Design	95%	Design Completed.	Waiting for PO	Final Revised Design	6/1/24	$ 150,000
Facility	2023-16	Opportunity Village Sound Wall	Design	5%	Project kicked off.	Surveying and utility research.	Prepare and submit 30% design.	9/1/24	$ 103,486
Facility	2023-14	Dump Site Electronic Gate	Construction	0%	Bid Docs	Bidding	Award Contract	8/1/24	$ 65,000
Facility	2023-06	Lions Park Non-Potable Water Conversion	Design	0%	Completed development of RFP	CC Award Contract	Begin Design	8/1/24	$ 98,500

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

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

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **February 27, 2024**

SUBJECT: **Receive and File Code Enforcement Update and Statistics for the Month of January 2024**

RECOMMENDATION:

Receive and File Code Enforcement Update and Statistics for the Month of January 2024.

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	87	135
Cases Closed	58	89
All Open Cases	29	46
Citations Paid	$0	$0
Notices to Abate	4	4
Red Tagged Properties	2	2
Apply or Release Lien/Pendency	2	2

Civic Plus Inquiries	38	44
Public Records Request	24	26

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

ATTACHMENTS:

1. January Statistics.docx

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **January 27, 2024**

SUBJECT: **Statistics for the Month January 2024**

Code Enforcement Statistics for October- November 2023		
	MONTH	**YTD**
Cases Investigated	87	135
Cases Closed	58	89
All Open Cases	29	46
Citations Paid	$0	$0
Notices to Abate	4	4
Red Tagged Properties	2	2
Apply or Release Lien/Pendency	2	2
Civic Plus Inquiries	38	44
Public Records Request	24	26

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**February 27, 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. 2024-2 January 2024 Data CC Meeting (Feb 2024).pdf

Contracts Approved Within City Manager Signature Authority

FOR MONTH OF JANUARY 2024

City Manager Approval Date	Vendor Name	Description of Item/Service	Contact Award Total	Department/ Division	Comments
1/4/2024	Carollo Engineers, Inc	Water Modeling Software	$ 25,000.00	PW - Engineering	
1/17/2024	H & L Charter Co., Inc	La Brea Tar Pits	$ 2,262.58	Parks & Rec	
1/20/2024	Blais & Associates, LLC	Grant Research and Consulting	$ 21,615.00	CM - Grants	
1/25/2024	QT Petroleum On Demand LLC dba QT	Annual Base Network Access & Support	$ 945.00	PW - Airport	
1/25/2024	Mike Roquet Construction, Inc.	Remove & Replace Asphalt/ Pavement - 5018 Singing Hills	$ 24,995.00	PW - Water	CUPCCAA
1/29/2024	Red Hawk Services	Midway Substation Razor Wire Fence Line	$ 3,847.80	Electric	CUPCCAA

Change Orders Approved Within City Manager Signature Authority

FOR MONTH OF JANUARY 2024

Date	Vendor Name	Description of Item/Service	Contact Award Total	Change Order	Comments
1/29/2024	Epsilon Engineering, Inc.	City Hall Office Remodel	$ 65,642.08	$ 934.08	CUPCCAA
1/30/2024	ABS Facility Services, Inc	City Hall West Side Modular Reconfiguration	$ 64,780.00	$ 1,420.00	CUPCCAA

INVENTORY PURCHASES OVER $25K				
JANUARY 2024				
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:	**Holly Stuart, Public Works Program Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Bulky Item Collection/Compost Giveaway Event Update**

RECOMMENDATION:

This is informational only; receive and file report.

BACKGROUND:

The City of Banning has partnered with Waste Management as part of the solid waste franchise agreement to provide three free bulky item collection events for residential accounts per calendar year. The first of three bulky item collection events for this year was held on January 20, 2024, at Dysart Park offering residents the opportunity to dispose of unwanted items including, but not limited to, appliances, mattresses, green waste, e-waste and so forth. This event also offers residents paper shredding and the collection of household batteries.

This latest event welcomed 536 vehicles. An accumulation of 32.35 tons of municipal solid waste, 8.21 tons of green waste, 13.07 tons of white goods/metal, 3 tons of paper shredding, 1.56 tons of E-waste, and 1.13 tons of mattresses were collected over the duration of 5 hours. Waste Management collected a grand total of 59.32 tons of waste of which 26.97 tons were successfully diverted from the landfill. Furthermore, four barrels of household batteries were collected during the event.

In addition to the collection of bulky waste at Dysart Park, the City included a compost station, giving away free compost to the community. Any unused compost that was not given away was disbursed and utilized on City properties throughout the community. Incorporating the free compost giveaway supports the City's compliance goals in achieving targets identified by the State and SB 1383 requirements to purchase and utilize organic waste materials. In all, Waste Management provided 18 tons of compost for the giveaway at no cost to the City.

JUSTIFICATION:

The City's Bulky Item Collection and Compost Giveaway events continue to be a success and provide a great service to our community. The events aid in keeping the community clean through reducing the amount of waste that may otherwise be illegally dumped throughout the City and its rights-of-ways. In celebration of Earth Day, our next event is scheduled for Saturday, April 20, 2024 followed by October 19, 2024.

FISCAL IMPACT:

The event was staffed by the Public Works Department with staff time and material costs being funded by the Refuse fund.

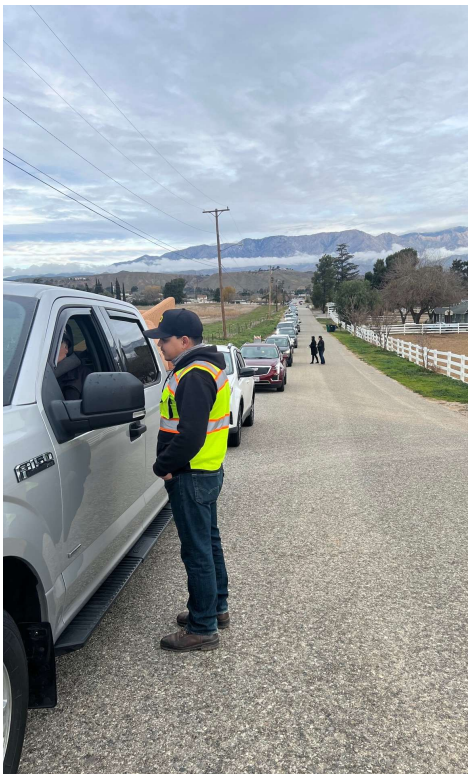
ALTERNATIVES:

N/A

ATTACHMENTS:

1. Bulky Item Waste Event Photos.pdf

City of Banning Bulky Item Collection & Compost Giveaway
January 20, 2024 - 536 Vehicle Trips









City of Banning Bulky Item Collection & Compost Giveaway
January 20, 2024 - 536 Vehicle Trips











CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Angela Shelton, Public Works Management Analyst**
Art Vela, Director of Public Works

MEETING DATE: **February 27, 2024**

SUBJECT: **Authorize the City Manager to Sign the Notice of Completion for Project No. WA22G1, "Drilling, Construction, Development, and Testing of City of Banning Well C-8" as Complete and Direct the City Clerk to Record the Notice of Completion**

RECOMMENDATION:

Staff recommends that City Council accept Project No. 2018-02W, "Drilling, Construction, Development, and Testing of City of Banning Well C-8" as complete, authorize the City Manager or his designee to sign the Notice of Completion, and direct the City Clerk to record the Notice of Completion.

BACKGROUND:

Staff solicited bids for drilling, construction, development, and testing of City of Banning Well C-8 and received three (3) bids. On February 14, 2023, City Council approved the awarding of a contract with Best Drilling and Pump Inc. for Project No. 2018-02W, "Drilling, Construction, Development, and Testing of City of Banning Well C-8". The project was approved for $2,181,456 with a 10% contingency for a total project budget of $2,399,601.

The principal items of work included borehole drilling, geophysical logging, isolated aquifer zone testing, borehole reaming, casing installation, gravel envelope installation, annular seal installation, well development, and completion of the wellhead.

Staff is currently developing the bid package (plans and specifications) for the second phase of the project which includes equipping of Well C-8 and site improvements including final grading, paving, installation of water mains, installation of a generator and construction of a building to house the new well.

JUSTIFICATION:

The lowest qualified bidder, Best Drilling and Pump, Inc. was awarded the contract, and work was completed on December 5, 2023. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory, and that the contractor had met the required contract obligations.

FISCAL IMPACT:

The original contract was awarded in the amount of $2,181,456 with a 10% contingency in the amount of $218,145 for a total project amount of $2,399,601. The project resulted in a final cost of $2,019,475.05.

ALTERNATIVES:

City Council may elect to not accept the project as complete which would keep the project open and prevent the release of retention funds to the contractor.

ATTACHMENTS:

1. Notice of Completion.docx

Recording Requested by:
Office of the City Clerk
City of Banning
P.O. Box 998
Banning, California 92220

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION
PROJECT NO. 2018-02W, "DRILLING, CONSTRUCTION, DEVELOPMENT, AND TESTING OF CITY OF BANNING WELL C-8"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and Project No. 2018-02W is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this February 27, 2024, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Best Drilling and Pump Inc. of Colton, California, the vendee, entered into an agreement dated February 14, 2023, for Project, "Drilling, Construction, Development, and Testing of City of Banning Well C-8."

The principal items of work included borehole drilling, geophysical logging, isolated aquifer zone testing, borehole reaming, casing installation, gravel envelope installation, annular seal installation, well development, and completion of the wellhead.
The work was performed in the City of Banning, CA 92220.

That the work was substantially completed on December 5, 2023, for Project No. 2018-02W "Drilling, Construction, Development, and Testing of City of Banning Well C-8":

(1) The Nature of Interest was tank inspections and cleaning services completed on December 5, 2023 for Project No. 2018-02W, "Drilling, Construction, Development, and Testing of City of Banning Well C-8."

(2) That the City of Banning, a municipal corporation, whose address is Banning City Hall, 99 E. Ramsey Street, Banning, California 92220, is completing maintenance work.

(3) That said improvements were performed at the terminus of Thompson Avenue, located just north of W. Gilman Street in Banning, California 92220.

(4) That the original contractor for said improvement was Best Drilling and Pump, Inc. of Colton, California. State Contractor License No. 826672 C-57.

(5) That Performance and Payment bonds were required for this project.

(6) The nature of interest is in fee.

Dated: February 27, 2024

CITY OF BANNING
A Municipal Corporation

By_____
Douglas Schulze
City Manager

APPROVED AS TO FORM:

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

JURAT

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

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 2023 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

MARIE CALDERON, being duly sworn, deposes and says:

That I am the City Clerk of the City of Banning, which City caused the work to be performed on the real property hereinabove described, and is authorized to execute this Notice of Completion on behalf of said City; that I have read the foregoing Notice and know the contents thereof, and that the facts stated therein are true based upon information available to the City of Banning, and that I make this verification on behalf of said City of Banning. I declare under perjury that the forgoing is true and correct.
Executed on _____, 2023 at Banning, California.

_____
City Clerk, City of Banning

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 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-29, Approving Final Tract Maps 37388-1, 37388-2, 37388-3; Releasing the Maps for Recordation; Authorizing Staff to Sign the Subdivision Improvement Agreements and Final Tract Maps; and, Accepting Faithful Performance and Labor Bonds for Public Improvements**

RECOMMENDATION:

That the City Council adopt Resolution 2024-29 approving Final Tract Map 37388-1, 37388-2, 37388-3 and releasing the maps for recordation; authorizing staff to sign the Subdivision Improvement Agreement and Final Tract Maps; and accepting the Faithful Performance and Labor Bonds for public improvements.

BACKGROUND:

Tentative Tract Map (TTM) No. 37388 was approved by the Planning Commission on December 7, 2022 and by City Council on January 10, 2023 as Resolution 2023-04. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan.

The applicant has processed Final Maps for portions of the approved Tentative Tract Map, as permitted by the Subdivision Map Act. Three of the eight maps are ready for approval.

Final Tract Map 37388-1 dedicates major roadway and retention basin lots, including Highland Home Road, Raintree Place, emergency access and project entries from Highland Home Road.

Final Map 37388-2 subdivides Planning Area 15B consistent with the approved Tentative Tract Map and Conditions of Approval. The map also includes the park site identified as Planning Area 32.

Final Map 37388-3 subdivides Planning Area 15A consistent with the approved Tentative Tract Map and Conditions of Approval. The map also includes a park site identified as Planning Area 33.

The remaining planning areas and Final Maps (PA14/FM37388-4, PA48B/FM37388-5, PA16B/PA21B/FM37388-6, PA37B/PA21A/FM37388-7, PA16A/FM37388-8 and FM37388) will be brought to Council for recordation at a later date. These planning areas are contingent upon the issuance of a permit from the California Department of Fish and Wildlife, Army Corps of Engineers, and the Regional Water Quality Control Board. Those efforts are ongoing with Tri-Pointe and the regulatory agencies.

JUSTIFICATION:

Final Maps 37388-1, 37388-2, and 37388-3, were checked by the City's consulting surveyor and was found to be technically correct and conforms to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recording have been met.

The City Engineer has verified that the final maps are in substantial conformance with the approved TTM 37388.

FISCAL IMPACT:

There is no direct fiscal impact based on the approval of final maps, however, the recordation of the maps allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City's cost for processing the project will be offset by processing fees.

ALTERNATIVES:

Do not approve FM 37388-1, FM 37388-2, and FM 37388-3, and provide staff with additional direction.

ATTACHMENTS:

1. Resolution 2023-29, FTM 37388-1-3.docx
2. Exhibit A - Final TM 37388-1.pdf
3. Exhibit B - Final TM 37388-2.pdf
4. Exhibit C - Final TM 37388-3.pdf
5. Attachment 3A - TM37388-1 SIA and Bonds (Street Water Sewer).pdf
6. Attachment 3B - TM37388-2 SIA and Bonds (Street Water Sewer).pdf
7. Attachment 3C - TM37388-3 SIA and Bonds (Street Water Sewer).pdf
8. Attachment 3D - TMs 37388-1 -2 -3 Storm Drain SIA and Bonds.pdf
9. Attachment 4 - CC Approved TTM 37388 Resolution 2023-04.pdf

RESOLUTION 2024-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL TRACT MAPS NOS. 37388-1, 37388-2, AND 37388-3; AUTHORIZING STAFF TO SIGN THE FINAL TRACT MAPS AND SUBDIVISION IMPROVEMENT AGREEMENTS; RELEASING THE MAPS FOR RECORDATION; AND ACCEPTING THE PERFORMANCE AND LABOR AND MATERIAL BONDS FOR PUBLIC IMPROVEMENTS

WHEREAS, Tentative Tract Map (TTM) No. 37388 was approved by City Council on January 10, 2023. The proposed map implements the Atwell Specific Plan (also known as the Butterfield Specific Plan; "Specific Plan") originally approved by the City Council in March of 2012, with minor modifications approved in 2017 and provides for the development as allowed by the Specific Plan; and

WHEREAS, Final Tract Map (TM) No. 37388-1, 37388-2, and 37388-3 will subdivide approximately 38.27 acres of vacant land into 195 numbered lots and 50 lettered lots for street and public utility purposes and retention basin; and is located north of Meadowline Way and west of and along Highland Home Road within the Specific Plan area; and

WHEREAS, the property owner has signed a Subdivision Agreement and has submitted bonds to assure that the required improvements including street, sewer, water, sand storm drain improvements are constructed; and

WHEREAS, the TM 37388-1, 37388-2, and 37388-3 have been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that TM 37388-1, TM 37388-2, and TM 37388-3 are in substantial conformance with the approved TTM 37388.

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

SECTION 1. City Council adopts Resolution 2024-29 approving TM 37388-1, TM 37388-2, and TM 37388-3, copies of which are hereby attached as Exhibit "A", Exhibit "B", and Exhibit "C" and made part of this Resolution.

SECTION 2. Approves the execution of the Subdivision Improvement Agreement to be signed by the Mayor and directs the Deputy City Clerk to transmit TM 37388-1, TM 37388-2, and TM 37388-3 to the County Recorder of the County of Riverside for filing.

PASSED, APPROVED AND ADOPTED this 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-29, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
Final Tract Map 37388-1

Exhibit B
Final Tract Map 37388-2

Exhibit C
Final Tract Map 37388-3

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-1

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS C AND G, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023

THIS SUBDIVISON CONTAINS

NUMBERED LOTS:	0
LETTERED LOTS:	12
TOTAL LOTS:	12
GROSS AREA:	4.95 ACRES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20 __
AT_____M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOTS "A" AND "B", FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" AND "B" AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT "C" FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "D", "I", "J", "K" AND "L" FOR PUBLIC UTILITY PURPOSES.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "D" AND "I" FOR PUBLIC STORM DRAIN PURPOSES.
6. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "D" AND "L" FOR EMERGENCY ACCESS PURPOSES.
7. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT "K" FOR PUBLIC SIDEWALK, AS SHOWN HEREON.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOTS "C" FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.
2. LOTS "D" THROUGH "K", INCLUSIVE, FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
3. LOT "L" FOR PRIVATE STREET AND MAINTENANCE PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____
NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY 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)
) SS
COUNTY OF Riverside)

ON 01/10 2024 BEFORE ME, Edelmira Gonzales A NOTARY PUBLIC,

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

Edelmira Gonzales
SIGNATURE

Edelmira Gonzales
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY

MY COMMISSION EXPIRES 10/12/2027

My commssion # 2466323

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 5,300.00 .

DATED: JANUARY 24 , 20 24.
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 5,300.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: JANUARY 24 , 20 24.

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 1-8 , 2024.

DARYL J. CHRISTIAN L.S. 8554

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

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37388 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 10, 2023, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

_____
NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER — NATHAN C. SMITH — No. 74754 — CIVIL — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: 6 · FEB. , 2024

BY: ERIK T. HOWARD, PLS 7648
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

LICENSED LAND SURVEYOR — ERIK THOMAS HOWARD — 7648 — STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2023.

DATED: _____

_____
ADAM B. RUSH
COMMUNITY DEVELOPMENT DIRECTOR

CITY TREASURER'S STATEMENT

I HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THE PROPERTY SHOWN ON THIS MAP IS NOT SUBJECT TO ANY SPECIAL ASSESSMENTS, BONDS AND/OR LIENS WHICH HAVE NOT BEEN PAID IN FULL. THIS CERTIFICATION DOES NOT INCLUDE ANY SPECIAL ASSESSMENTS THE BONDS OF WHICH HAVE NOT BECOME A LIEN AGAINST SAID PROPERTY.

DATED: _____ BY: _____
CITY TREASURER

CITY ACCEPTANCE CERTIFICATE

I, _____ CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ___ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS "A" AND "B" FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" AND "B", AS SHOWN, FOR PUBLIC UTILITY PURPOSES.
3. THE NON-EXCLUSIVE USE EASEMENT OVER LOT "C" FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS "D", "I", "J", "K" AND "L" FOR PUBLIC UTILITY PURPOSES.
5. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS "D" AND "I", FOR PUBLIC STORM DRAIN PURPOSES.
6. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS "D" AND "L" FOR EMERGENCY ACCESS PURPOSES.
7. THE NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT "K", AS SHOWN, FOR SIDEWALK PURPOSES.

DATED: _____ BY: _____
CITY CLERK

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35966, FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THAT PORTION OF THE EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 13, 2022 AS DOCUMENT NO. 2022-0428552, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE BOUNDARY OR THIS MAP, AND NOT SHOWN ON THIS MAP.

TRACT NO. 37388-1

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 3, AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS C AND G, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK , PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

(C) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF BANNING, RECORDED OCTOBER 13, 2022, AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS. NOTE: ALL PORTIONS OF THIS EASEMENT WHICH LIE WITHIN THE BOUNDARY OF THIS MAP SHALL BE ABANDONED PER THE ABANDONMENT NOTE ON SHEET 1.

(D) EASEMENT FOR PUBLIC STREET, UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF BANNING, RECORDED OCTOBER 20, 2022, AS INSTRUMENT NO. 2022-0508418, OF OFFICIAL RECORDS.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS "A" AND "B", FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO LOTS "A" AND "B", DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[3] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "C", DEDICATED TO THE CITY OF BANNING FOR STORM DRAIN, DRAINAGE AND MAINTENANCE PURPOSES, AS SHOWN HEREON.

[4] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOTS "D", "I" AND "J", DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[5] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOTS "D" AND "I", DEDICATED TO THE CITY OF BANNING FOR PUBLIC STORM DRAIN PURPOSES, AS SHOWN HEREON.

[6] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "D", DEDICATED TO THE CITY OF BANNING FOR EMERGENCY ACCESS PURPOSES, AS SHOWN HEREON.

[7] INDICATES NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT "I", DEDICATED TO THE CITY OF BANNING FOR EMERGENCY ACCESS PURPOSES, AS SHOWN HEREON.

[8] INDICATES NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT "J", DEDICATED TO THE CITY OF CITY OF BANNING, FOR SIDEWALK PURPOSES, AS SHOWN HEREON.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

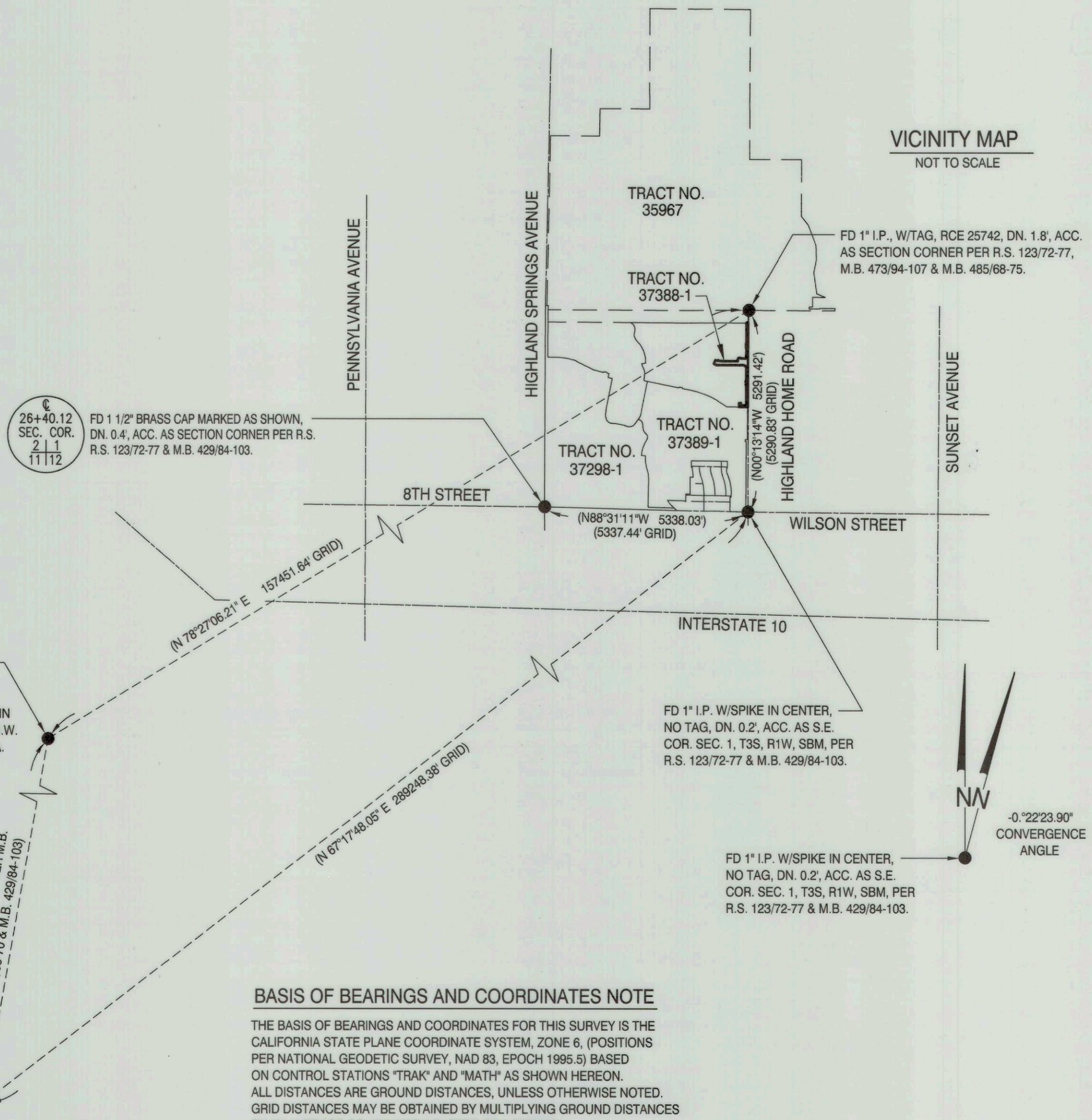
UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC STREET, UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418, OF OFFICIAL RECORDS.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-14, DATED DECEMBER 21, 2021, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

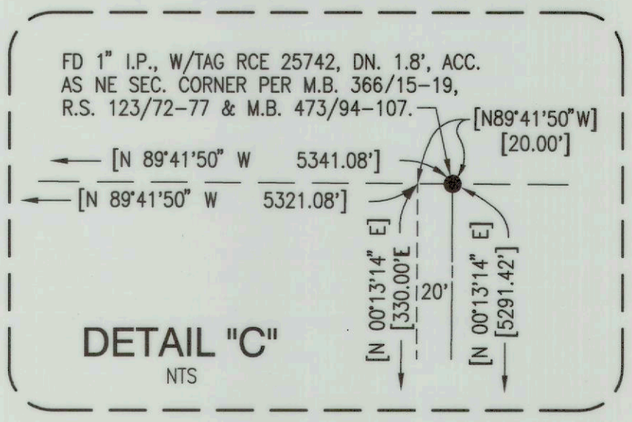
IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-1

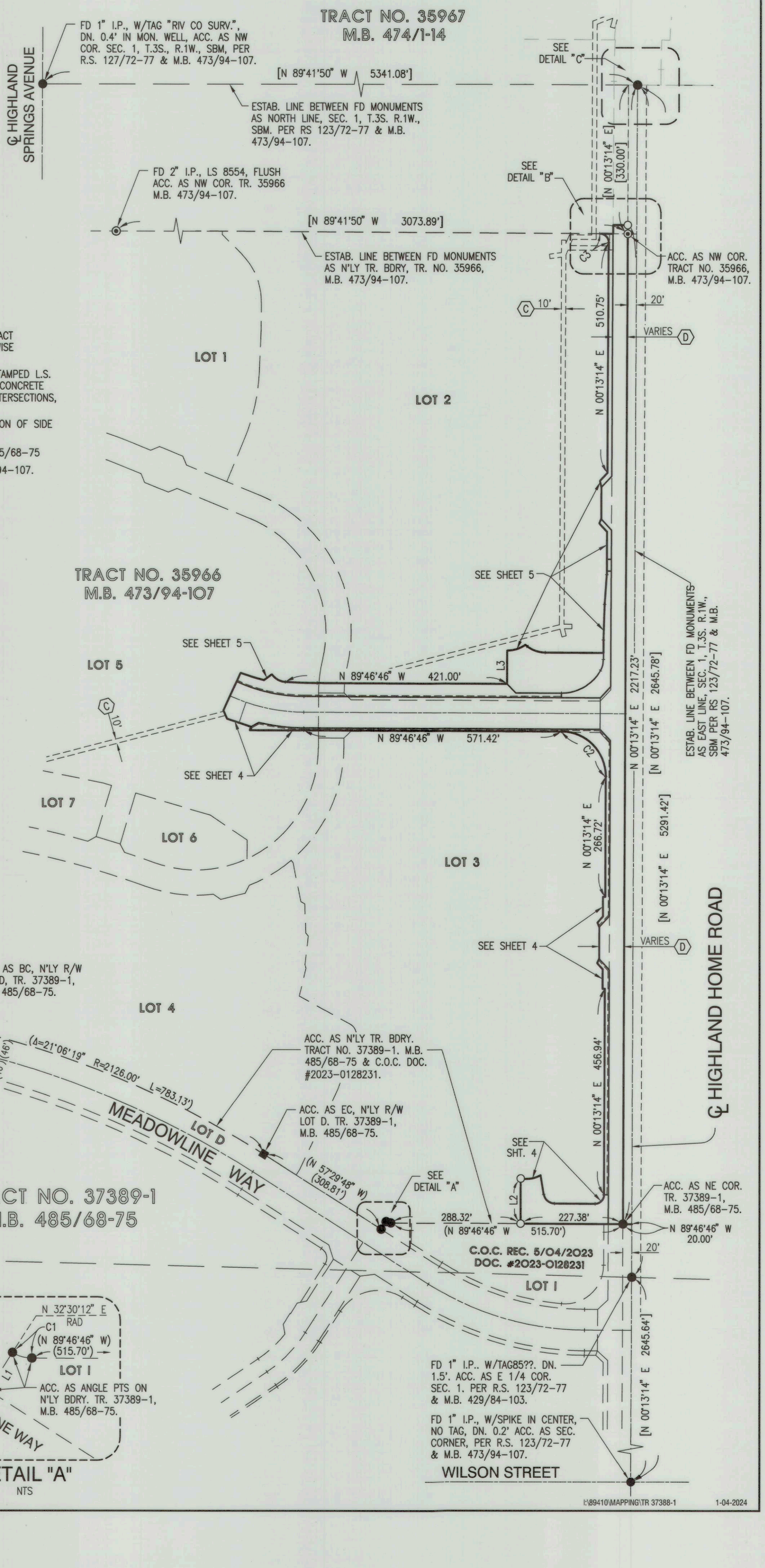
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DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023

BOUNDARY SURVEY



DETAIL "C"
NTS



SURVEYOR'S NOTES

- ● — INDICATES 1" I.P., L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 37389-1, M.B. 485/68-75, UNLESS OTHERWISE NOTED.
- ■ — INDICATES 1" I.P., L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 35966, M.B. 473/94-107, UNLESS OTHERWISE NOTED.
- ◉ — INDICATES 2" I.P., L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 35966, M.B. 473/94-107, UNLESS OTHERWISE NOTED.
- ○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS, AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

( ) — INDICATES REC. & MEAS. DATA PER TRACT NO. 37398-1, M.B. 485/68-75

[ ] — INDICATES REC. & MEAS. DATA PER TRACT NO. 35966, M.B. 473/94-107.

THIS TRACT MAP CONTAINS 12 LETTERED LOTS.
THIS TRACT MAP CONTAINS 4.95 ACRES GROSS.

BASIS OF BEARINGS

SEE SHEET 2

EASEMENT NOTES

SEE SHEET 2

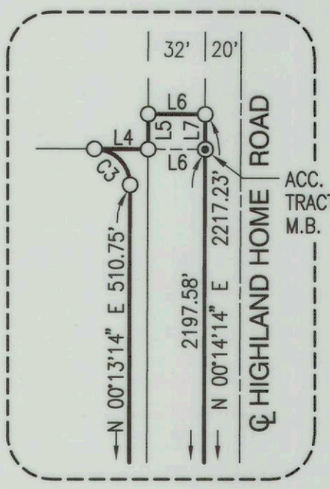
DOCUMENT REFERENCE

RECORD OF SURVEY – R.S. 123/72–75
TRACT NO. 35574 – M.B. 427/65–70
TRACT NO. 34330 – M.B. 429/84–103
TRACT NO. 35966 – M.B. 473/94–107
TRACT NO. 35967 – M.B. 474/1–14
TRACT NO. 37389–1 – M.B. 485/68–75

ABBREVIATIONS

ACC.	ACCEPTED
DOC.	DOCUMENT
ESTAB.	ESTABLISHED
NE	NORTHEAST
NW	NORTHWEST
W/	WITH

SCALE: 1"=160'
0 160 320 480
GRAPHIC SCALE



DETAIL "B"
NTS

COURSE DATA		
#	BEARING	DISTANCE
(L1)	(N 32°30'12" E)	(20.00')
L2	N 00°13'14" E	100.03'
L3	N 00°13'14" E	74.00'
L4	N 89°41'50" W	29.97'
L5	N 00°13'14" E	19.60'
L6	N 89°46'46" W	32.00'
L7	N 00°13'14" E	19.65'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
(C1)	(32°16'58"	20.00'	11.27')
C2	90°00'00"	100.00'	157.08'
C3	89°55'04"	20.00'	31.39'

DETAIL "A"
NTS

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-1

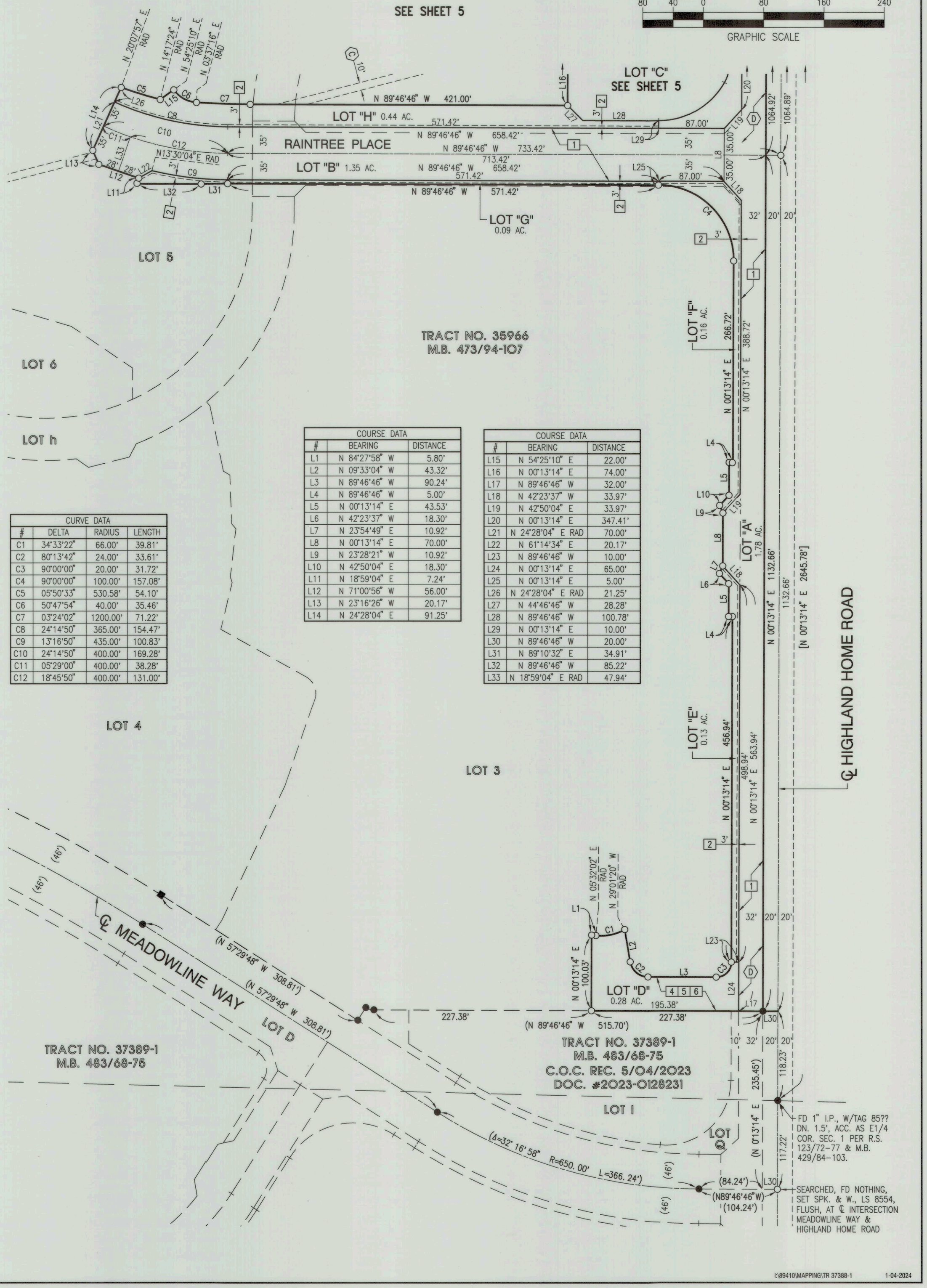
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DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023

SCALE: 1"=80'

80 40 0 80 160 240

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	N 84°27'58" W	5.80'
L2	N 09°33'04" W	43.32'
L3	N 89°46'46" W	90.24'
L4	N 89°46'46" W	5.00'
L5	N 00°13'14" E	43.53'
L6	N 42°23'37" W	18.30'
L7	N 23°54'49" E	10.92'
L8	N 00°13'14" E	70.00'
L9	N 23°28'21" W	10.92'
L10	N 42°50'04" E	18.30'
L11	N 18°59'04" E	7.24'
L12	N 71°00'56" W	56.00'
L13	N 23°16'26" W	20.17'
L14	N 24°28'04" E	91.25'

COURSE DATA		
#	BEARING	DISTANCE
L15	N 54°25'10" E	22.00'
L16	N 00°13'14" E	74.00'
L17	N 89°46'46" W	32.00'
L18	N 42°23'37" W	33.97'
L19	N 42°50'04" E	33.97'
L20	N 00°13'14" E	347.41'
L21	N 24°28'04" E RAD	70.00'
L22	N 61°14'34" E	20.17'
L23	N 89°46'46" W	10.00'
L24	N 00°13'14" E	65.00'
L25	N 00°13'14" E	5.00'
L26	N 24°28'04" E RAD	21.25'
L27	N 44°46'46" W	28.28'
L28	N 89°46'46" W	100.78'
L29	N 00°13'14" E	10.00'
L30	N 89°46'46" W	20.00'
L31	N 89°10'32" E	34.91'
L32	N 89°46'46" W	85.22'
L33	N 18°59'04" E RAD	47.94'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	34°33'22"	66.00'	39.81'
C2	80°13'42"	24.00'	33.61'
C3	90°00'00"	20.00'	31.72'
C4	90°00'00"	100.00'	157.08'
C5	05°50'33"	530.58'	54.10'
C6	50°47'54"	40.00'	35.46'
C7	03°24'02"	1200.00'	71.22'
C8	24°14'50"	365.00'	154.47'
C9	13°16'50"	435.00'	100.83'
C10	24°14'50"	400.00'	169.28'
C11	05°29'00"	400.00'	38.28'
C12	18°45'50"	400.00'	131.00'

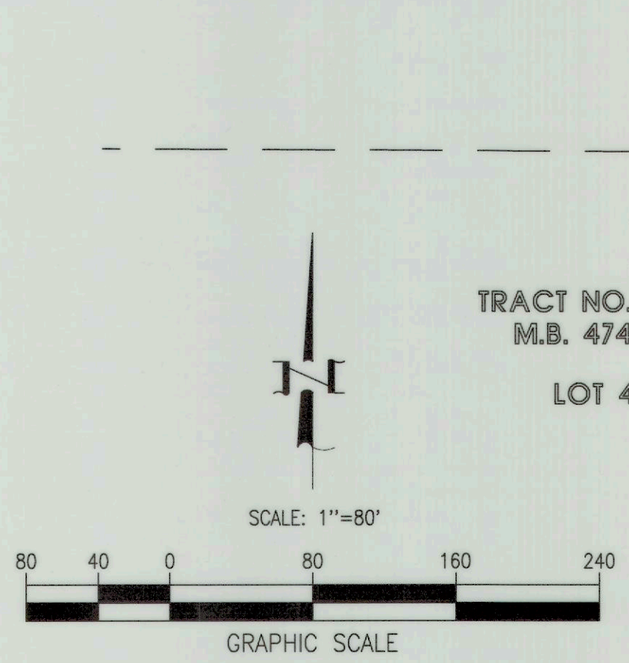
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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-1

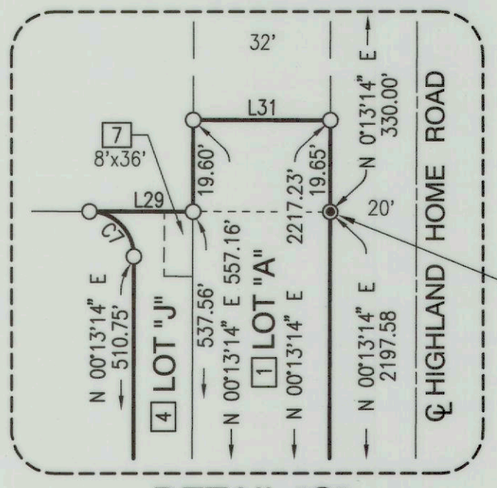
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DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023



TRACT NO. 35967
M.B. 474/1-14

LOT 46



DETAIL "C"
NTS

FD 1" I.P. TAGGED RCE 25742, FLUSH, ACC. AS SW SEC. COR., SEC. 31, T.2S., R.1E. PER R.S. 123/72-77, M.B. 429/84-103 AND M.B. 473/94-107.

ACC. AS NW COR. TRACT NO. 35966, M.B. 473/94-107.

[N 89°41'50" W 3073.89']

ESTAB. LINE BETWEEN FD. MONUMENTS AS N'LY TR. BDRY, TR. NO. 35966, M.B. 473/94-107.

FD 2" I.P., LS 8554, FLUSH ACC. AS NW COR. TR. 35966 M.B. 473/94-107.

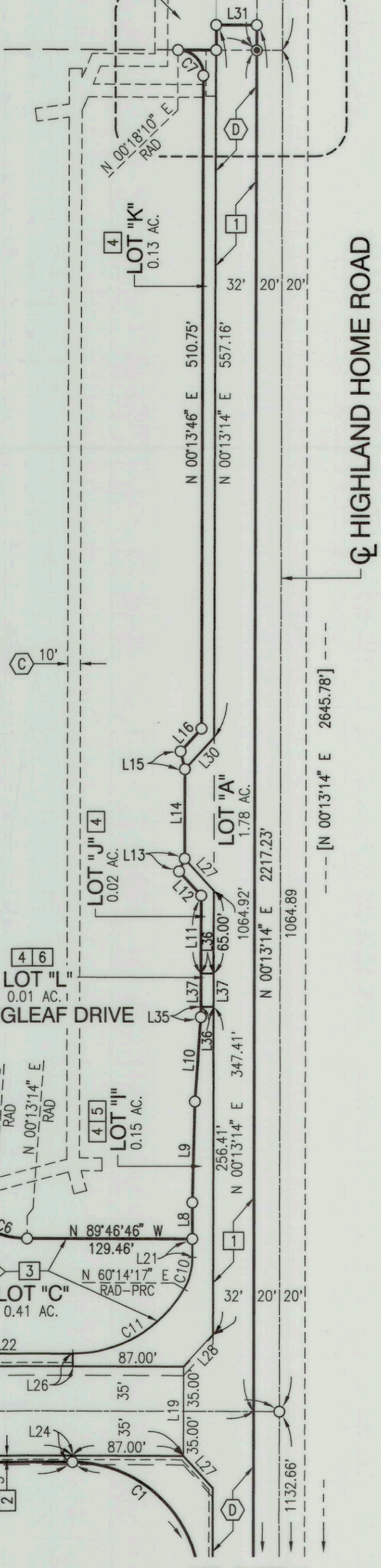
LOT 1

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	90°00'00"	100.00'	157.08'
C2	05°50'33"	530.58'	54.10'
C3	50°47'54"	40.00'	35.46'
C4	03°24'02"	1200.00'	71.22'
C5	37°14'18"	66.00'	42.90'
C6	37°09'28"	66.00'	42.80'
C7	89°55'04"	20.00'	31.39'
C8	24°14'50"	365.00'	154.47'
C9	13°16'50"	435.00'	100.83'
C10	29°32'29"	50.00'	25.78'
C11	60°27'31"	100.00'	105.52'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 18°59'04" E	7.24'
L2	N 71°00'56" W	56.00'
L3	N 23°16'26" W	20.17'
L4	N 24°28'04" E	91.25'
L5	N 54°25'10" E	22.00'
L6	N 00°13'14" E	74.00'
L7	N 52°37'18" W	6.10'
L8	N 00°13'14" E	28.47'
L9	N 01°35'06" E	79.05'
L10	N 04°13'22" E	66.16'
L11	N 00°13'14" E	61.10'
L12	N 42°23'37" W	25.68'
L13	N 23°54'49" E	10.92'
L14	N 00°13'14" E	70.00'
L15	N 13°31'47" W	14.41'
L16	N 42°50'04" E	24.26'
L17	N 89°41'50" W	61.97'
L18	N 24°28'04" E	70.00'
L19	N 00°13'14" E	70.00'
L20	N 61°14'34" E	20.17'
L21	N 00°13'14" E	14.56'
L22	N 89°46'46" W	100.78'
L23	N 44°46'46" W	28.28'
L24	N 00°13'14" E	5.00'
L25	N 24°28'04" E	21.25'
L26	N 00°13'14" E	10.00'
L27	N 42°23'37" W	33.97'
L28	N 42°50'04" E	33.97'
L29	N 89°41'50" W	29.97'
L30	N 42°50'04" E	33.97'
L31	N 89°46'46" W	32.00'
L32	N 89°10'32" E	34.91'
L33	N 89°46'46" W	85.22'
L34	N 89°41'50" W	20.00'
L35	N 00°13'14" E	8.00'
L36	N 89°46'46" W	10.00'
L37	N 00°13'14" E	26.00'

LOT 2

SEE DETAIL "C"



TRACT NO. 35966
M.B. 473/94-107

I:\89410\MAPPING\TR 37388-1 1-04-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 1 OF 8 SHEETS

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023

THIS SUBDIVISON CONTAINS

NUMBERED LOTS:	78
LETTERED LOTS:	13
TOTAL LOTS:	91
GROSS AREA:	17.31 ACRES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20 __
AT_____M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOTS "A" THROUGH "G", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" THROUGH "G", INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 78, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT "H" FOR PUBLIC PARK PURPOSES.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT "L" FOR PUBLIC UTILITY PURPOSES.
6. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT LYING WITHIN LOT "M" FOR PUBLIC UTILITY PURPOSES.
7. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "K" AND "M" FOR SIDEWALK AND/OR TRAIL PURPOSES.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOT "H" FOR PARK, RECREATION, LANDSCAPING AND MAINTENANCE PURPOSES.
2. LOTS "I" THROUGH "M", INCLUSIVE, FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
3. LOTS "K" AND "M" FOR SIDEWALK AND TRAIL PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

Michael C. Taylor

NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY 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)
) SS
COUNTY OF Riverside)

ON 01/10 2024 BEFORE ME, Edelmira Gonzales A NOTARY PUBLIC,

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

Edelmira Gonzales
SIGNATURE

Edelmira Gonzales
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY

MY COMMISSION EXPIRES 10/12/2027

My Commission # 2466323

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 3,900.00 .

DATED: JANUARY 24 , 2024.
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 3,900.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: JANUARY 24 , 2024

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 1-8 , 2024.

DARYL J. CHRISTIAN L.S. 8554

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

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37388 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 10, 2023, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER — NATHAN C. SMITH — No. 74754 — CIVIL — STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: 6 FEB. , 2024

BY: ERIK T. HOWARD, PLS 7648
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

LICENSED LAND SURVEYOR — ERIK THOMAS HOWARD — 7648 — STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2023.

DATED: _____

ADAM B. RUSH
COMMUNITY DEVELOPMENT DIRECTOR

CITY TREASURER'S STATEMENT

I HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THE PROPERTY SHOWN ON THIS MAP IS NOT SUBJECT TO ANY SPECIAL ASSESSMENTS, BONDS AND/OR LIENS WHICH HAVE NOT BEEN PAID IN FULL. THIS CERTIFICATION DOES NOT INCLUDE ANY SPECIAL ASSESSMENTS THE BONDS OF WHICH HAVE NOT BECOME A LIEN AGAINST SAID PROPERTY.

DATED: _____

BY: _____
CITY TREASURER

CITY ACCEPTANCE CERTIFICATE

I, _____ CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ____ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS "A" THROUGH "G", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" THROUGH "G", INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
3. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 78, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENT OVER LOT "H" FOR PUBLIC PARK PURPOSES.
5. THE NON-EXCLUSIVE USE EASEMENT OVER LOT "L" FOR PUBLIC UTILITY PURPOSES.
6. THE NON-EXCLUSIVE USE EASEMENTS LYING WITHIN LOT "M", AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
7. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS "K" AND "M", FOR SIDEWALK AND/OR TRAIL PURPOSES.

DATED: _____

BY: _____
CITY CLERK

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35966, FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK , PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS. LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

(C) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF BANNING, RECORDED OCTOBER 13, 2022, AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS. (EASEMENT LIES OUTSIDE THE BOUNDARY OF THIS TRACT MAP)

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS "A" THROUGH "G", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO LOTS "A" THROUGH "G", INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[3] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 78, INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[4] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "H", DEDICATED TO THE CITY OF BANNING FOR PUBLIC PARK PURPOSES.

[5] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "L", DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES.

[6] INDICATES NON-EXCLUSIVE USE EASEMENT WITHIN LOT "M", DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[7] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "M", DEDICATED TO THE CITY OF BANNING FOR SIDEWALK AND/OR TRAIL PURPOSES.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

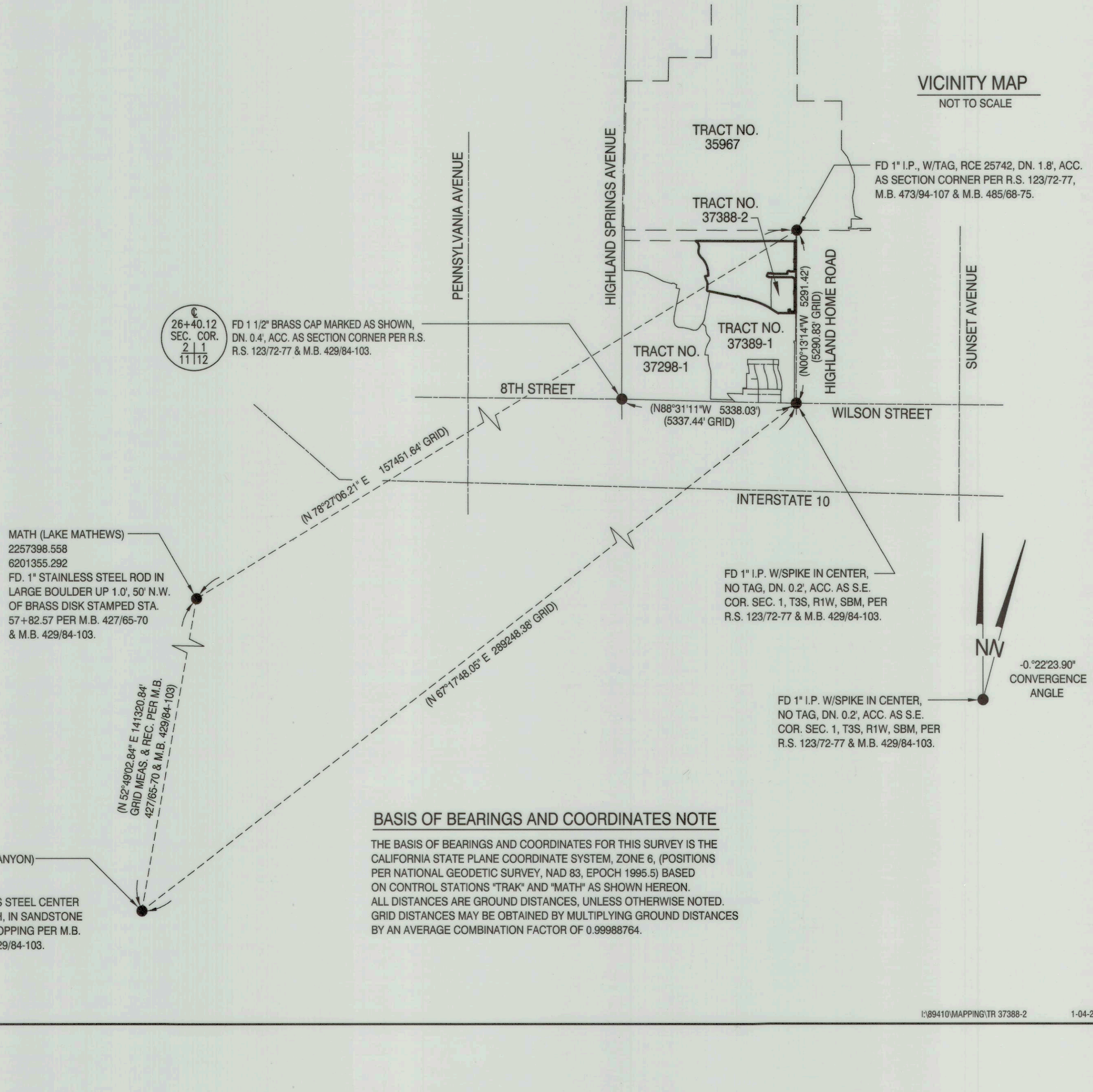
CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-14, DATED DECEMBER 21, 2021, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.

VICINITY MAP

NOT TO SCALE



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON. ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

BOUNDARY SURVEY

SURVEYOR'S NOTES

● — INDICATES 1" I.P., L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 37388-1, M.B._____

■ — INDICATES 1" I.P., L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 37389-1, M.B. 485/68-75, UNLESS OTHERWISE NOTED.

◉ — INDICATES FOUND SPIKE & WASHER, L.S. 8554, FLUSH, PER TRACT NO. 37389-1, M.B. 485/68-75, UNLESS OTHERWISE NOTED.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS, AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

( ) — INDICATES MEAS. & REC. PER TRACT NO. 37388-1, M.B. _____ UNLESS OTHERWISE NOTED.

[ ] — INDICATES MEAS. & REC. PER TRACT NO. 37389-1, M.B. 485/68-75, UNLESS OTHERWISE NOTED.

THIS TRACT MAP CONTAINS 78 LOTS.
THIS TRACT MAP CONTAINS 13 LETTERED LOTS.
THIS TRACT MAP CONTAINS 17.31 ACRES GROSS.

BASIS OF BEARINGS SEE SHEET 2

EASEMENT NOTES SEE SHEET 2

DOCUMENT REFERENCE

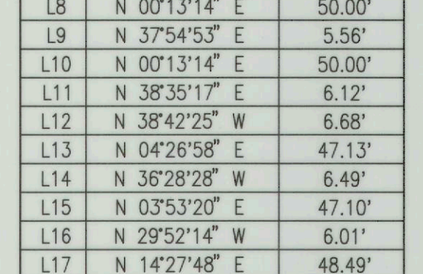
RECORD OF SURVEY – R.S. 123/72-75
TRACT NO. 35574 – M.B. 427/65-70
TRACT NO. 34330 – M.B. 429/84-103
TRACT NO. 35966 – M.B. 473/94-107
TRACT NO. 35967 – M.B. 474/1-14
TRACT NO. 37389-1 – M.B. 485/68-75
TRACT NO. 37388-1 – M.B. _____

ABBREVIATIONS

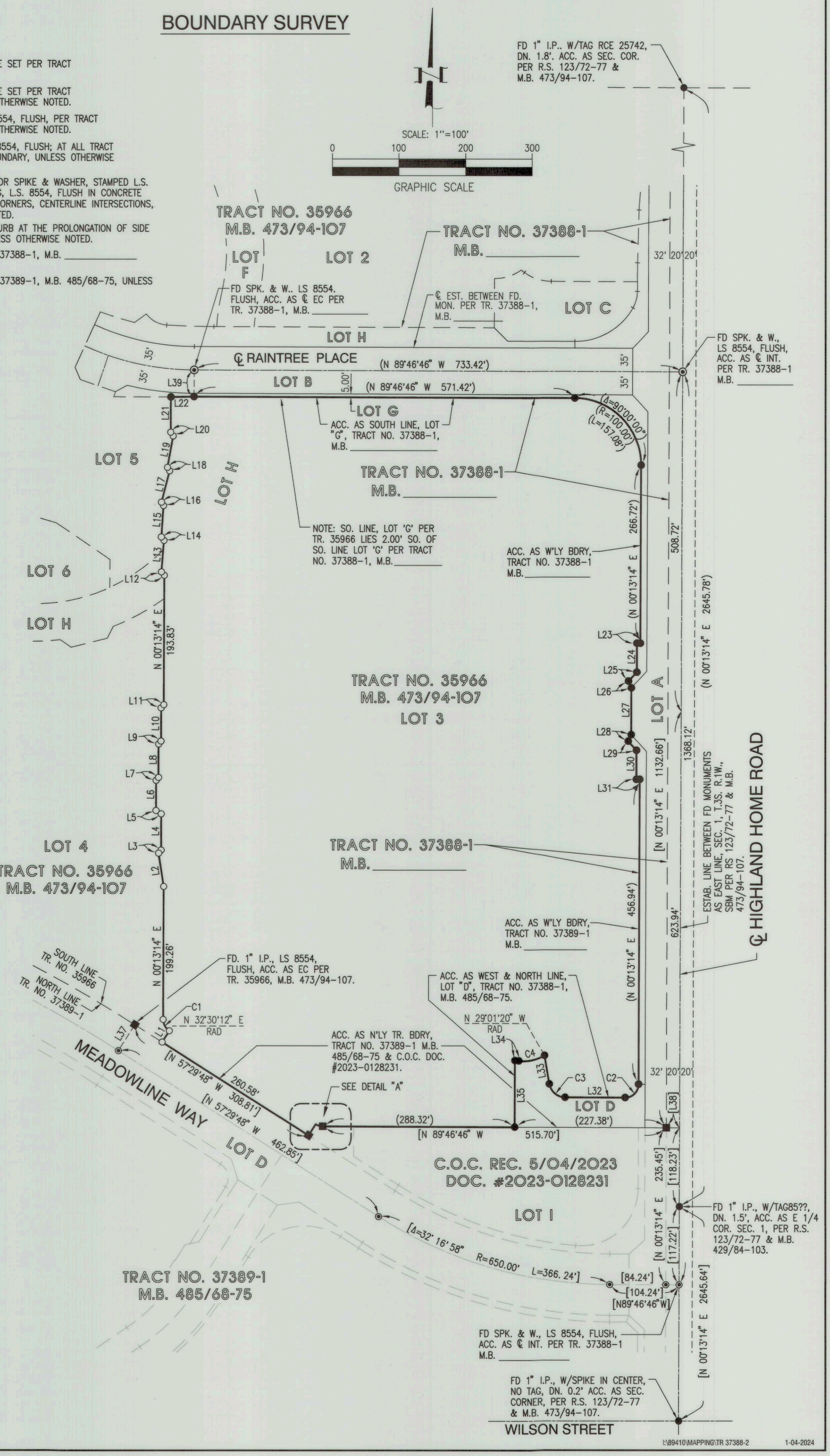
ACC.	ACCEPTED
DOC.	DOCUMENT
ESTAB.	ESTABLISHED
NE	NORTHEAST
NW	NORTHWEST
W/	WITH

COURSE DATA		
#	BEARING	DISTANCE
L1	N 32°30'12" E	20.00'
L2	N 08°25'20" W	50.57'
L3	N 38°16'03" E	5.84'
L4	N 00°13'14" E	54.40'
L5	N 56°55'36" W	9.05'
L6	N 00°13'14" E	45.09'
L7	N 37°54'53" E	5.56'
L8	N 00°13'14" E	50.00'
L9	N 37°54'53" E	5.56'
L10	N 00°13'14" E	50.00'
L11	N 38°35'17" E	6.12'
L12	N 38°42'25" W	6.68'
L13	N 04°26'58" E	47.13'
L14	N 36°28'28" W	6.49'
L15	N 03°53'20" E	47.10'
L16	N 29°52'14" W	6.01'
L17	N 14°27'48" E	48.49'
L18	N 32°25'00" W	6.18'
L19	N 10°26'22" E	47.76'
L20	N 33°56'21" W	6.77'
L21	N 00°13'14" E	52.77'
L22	(N 89°10'32" E	34.91')
L23	(N 89°46'46" W	5.00')
L24	(N 00°13'14" E	43.53')
L25	(N 42°50'04" E	18.30')
L26	(N 23°28'21" W	10.92')
L27	(N 00°13'14" E	70.00')
L28	(N 23°54'49" E	10.92')
L29	(N 42°23'37" W	18.30')
L30	(N 00°13'14" E	43.53')
L31	(N 89°46'46" W	5.00')
L32	(N 89°46'46" W	90.24')
L33	(N 09°33'04" W	43.32')
L34	(N 84°27'58" W	5.80')
L35	(N 00°13'14" E	100.03')
L36	[N 32°30'12" E	20.00']
L37	[N 32°30'12" E	46.00']
L38	[N 89°46'46" W	20.00']
L39	(N 00°13'14" E	40.00')

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	57°43'02"	20.00'	20.15'
C2	(90°00'00"	20.00'	31.42')
C3	(80°13'42"	24.00'	33.61')
C4	(34°33'22"	66.00'	39.81')
C5	[32°16'58"	20.00'	11.27']



DETAIL "A"
NTS



I:\89410\MAPPING\TR 37388-2 1-04-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

INDEX MAP

SCALE: 1''=80'

0 80 160 240

LOT 2

TRACT NO. 35966
M.B. 473/94-107
LOT 2

LOT 5

RAINTREE PLACE

TEA PLACE
LOT 'E'

TOYON PLACE
LOT 'F'

CAMPHOR LANE
LOT 'G'

ACACIA LANE
LOT 'C'

OLEANDER PLACE

LOT 'D'

MAGNOLIA PLACE

LOT 'B'

FRASER PLACE
LOT 'A'

LOT 'H'

LOT 'I'

LOT 'J'

LOT 'K'

LOT 'L'

LOT 'M'

MEADOWLINE WAY

TRACT NO. 37388-1
M.B. ____

℄ HIGHLAND HOME ROAD

LOT 4

TRACT NO. 35966
M.B. 473/94-107

C.O.C. REC. 5/04/2023
DOC. #2023-0128231

TRACT NO. 37389-1
M.B. 485/68-75

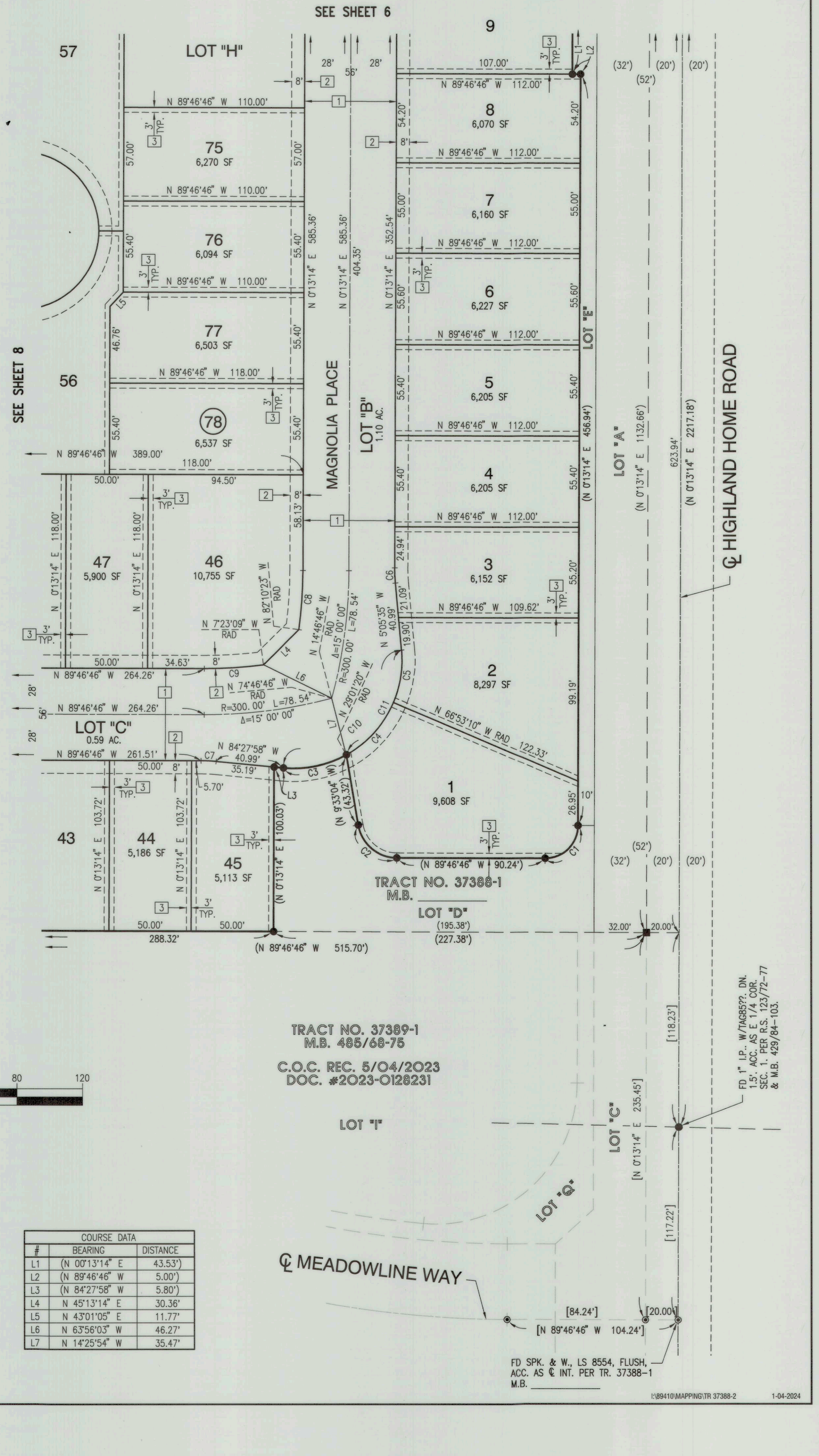
I:\89410\MAPPING\TR 37388-2 1-04-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023



SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(90°00'00"	20.00'	31.42')
C2	(80°13'42"	24.00'	33.61')
C3	(34°33'22"	66.00'	39.81')
C4	37°51'50"	66.00'	43.61'
C5	28°12'25"	66.00'	32.49'
C6	05°18'49"	100.00'	9.27'
C7	05°18'48"	100.00'	9.27'
C8	07°36'23"	272.00'	36.11'
C9	07°36'23"	272.00'	36.11'
C10	100°37'37"	66.00'	115.91'
C11	66°04'15"	66.00'	76.11'

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 00°13'14" E	43.53')
L2	(N 89°46'46" W	5.00')
L3	(N 84°27'58" W	5.80')
L4	N 45°13'14" E	30.36'
L5	N 43°01'05" E	11.77'
L6	N 63°56'03" W	46.27'
L7	N 14°25'54" W	35.47'

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-2

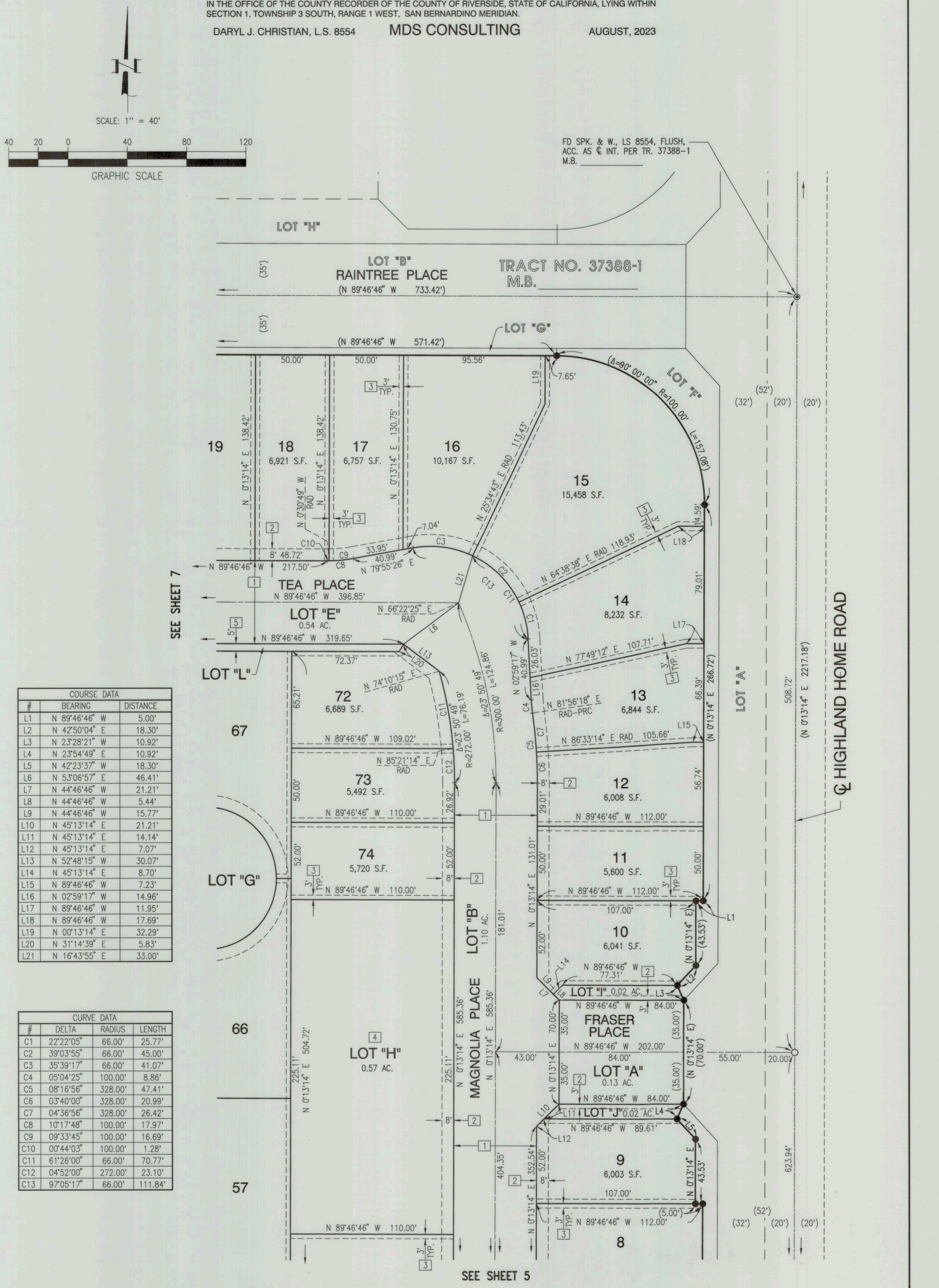
BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE



COURSE DATA		
#	BEARING	DISTANCE
L1	N 89°46'46" W	5.00'
L2	N 42°50'04" E	18.30'
L3	N 23°28'21" W	10.92'
L4	N 23°54'49" E	10.92'
L5	N 42°23'37" W	18.30'
L6	N 53°06'57" E	46.41'
L7	N 44°46'46" W	21.21'
L8	N 44°46'46" W	5.44'
L9	N 44°46'46" W	15.77'
L10	N 45°13'14" E	21.21'
L11	N 45°13'14" E	14.14'
L12	N 45°13'14" E	7.07'
L13	N 52°48'15" W	30.07'
L14	N 45°13'14" E	8.70'
L15	N 89°46'46" W	7.23'
L16	N 02°59'17" W	14.96'
L17	N 89°46'46" W	11.95'
L18	N 89°46'46" W	17.69'
L19	N 00°13'14" E	32.29'
L20	N 31°14'39" E	5.83'
L21	N 16°43'55" E	33.00'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	22°22'05"	66.00'	25.77'
C2	39°03'55"	66.00'	45.00'
C3	35°39'17"	66.00'	41.07'
C4	05°04'25"	100.00'	8.86'
C5	08°16'56"	328.00'	47.41'
C6	03°40'00"	328.00'	20.99'
C7	04°36'56"	328.00'	26.42'
C8	10°17'48"	100.00'	17.97'
C9	09°33'45"	100.00'	16.69'
C10	00°44'03"	100.00'	1.28'
C11	61°26'00"	66.00'	70.77'
C12	04°52'00"	272.00'	23.10'
C13	97°05'17"	66.00'	111.84'

I:\89410\MAPPING\TR 37388-2 1-04-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

CURVE DATA				CURVE DATA			
#	DELTA	RADIUS	LENGTH	#	DELTA	RADIUS	LENGTH
C1	05°43'55"	528.00'	52.82'	C12	16°18'41"	100.00'	28.47'
C2	05°43'55"	500.00'	50.02'	C13	00°36'59"	328.00'	3.53'
C3	05°43'55"	472.00'	47.22'	C14	03°11'33"	328.00'	18.28'
C4	03°48'32"	328.00'	21.80'	C15	01°26'01"	472.00'	11.81'
C5	05°04'26"	100.00'	8.86'	C16	04°17'54"	472.00'	35.41'
C6	42°24'49"	66.00'	48.86'	C17	02°04'34"	528.00'	19.13'
C7	39°03'55"	66.00'	45.00'	C18	03°39'21"	528.00'	33.69'
C8	20°04'58"	66.00'	23.13'	C19	19°53'41"	48.00'	16.67'
C9	11°13'25"	272.00'	53.28'	C20	86°25'00"	48.00'	72.40'
C10	10°17'48"	100.00'	17.97'	C21	90°00'00"	48.00'	75.40
C11	59°08'53"	66.00'	68.13'	C22	16°18'41"	48.00'	13.66'
				C23	11°06'02"	266.00'	51.54'

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 89°10'32" E	34.91')
L2	N 17°48'13" W	50.62'
L3	N 44°46'46" W	21.21'
L4	N 00°13'14" E	56.00'
L5	N 00°13'14" E	28.00'
L6	N 45°13'14" E	21.21'
L7	N 50°49'56" E	31.73'
L8	N 00°13'14" E	23.69'
L9	N 79°33'38" W	16.20'
L10	N 10°26'22" E	5.45'
L11	N 33°56'21" W	6.77'
L12	N 86°06'40" W	8.40'
L13	N 01°02'40" W	3.35'
L14	N 85°33'02" W	5.45'
L15	N 89°46'46" W	10.00'
L16	N 44°46'46" W	12.73'
L17	N 50°49'56" E	26.57'
L18	N 61°57'32" W	33.06'
L19	N 00°13'14" E	40.00'
L20	N 00°13'14" E	35.00'

LOT "H"

FD SPK. & W., LS 8554, FLUSH, ACC. AS ℄ EC PER TR. 37388-1, M.B. _____

TRACT NO. 37388-1 M.B. _____

LOT "B" RAINTREE PLACE (N 89°46'46" W 733.42')

LOT "G" (N 89°46'46" W 571.42')

(35')

L19 L20

L1 99.97' 68.23' 50.00' 50.00' 50.00' 50.00'

N 00°13'14" E 52.77'

L8 N 9°33'56" W RAD 107.25'

N 0°13'14" E 134.39' 138.42' 138.42' 138.42' 138.42'

3' TYP. 3

L11 N 33°56'21" W 6.77'

L10 L9 N 10°26'22" E 47.76' 42.31'

N 48°37'51" W RAD 127.29'

N 32°25'00" W 6.18'

N 14°27'48" E 48.49'

LOT 5

24 15,538 S.F.

23 7,919 S.F.

22 6,874 S.F.

21 6,921 S.F.

20 6,921 S.F.

19 6,921 S.F.

18

SEE SHEET 6

25 10,192 S.F.

C7 C8 C11 C10 R=66.00' L=116.99' 27.43' 13.56' 40.99' N 79°28'58" W 18.78' 8' 50.00' 50.00' 50.00'

N 89°46'46" W 217.50'

TEA PLACE

N 89°46'46" W 396.85'

N 29°52'14" W 6.01'

14.25' N 78°01'09" W 103.38' L13 L12 N 03°53'20" E 47.10' 32.85'

C6 Δ=101°33'41" N 70°05'25" W RAD

LOT "L" 0.05 AC.

LOT "E" 0.54 AC.

N 89°46'46" W 319.65'

26 6,765 S.F.

N 36°28'28" W 6.49'

N 04°26'58" E 47.73' 33.32'

N 86°35'13" W RAD C13 L14 N 89°46'46" W 105.26' 13.81'

C5 37.64' 40.99' N 01°02'40" W

L2 L7 L17 33.49' 50.00' 50.00' 51.00' 58.00'

Δ=19°41'21" R=300.00' L=103.09'

C9 C23 N 78°40'44" W RAD

N 89°46'46" W 314.85'

N 0°13'14" E 125.00' 125.00' 117.91' 105.00'

3' TYP. 3

72

N 38°42'25" W 6.88'

27 5,415 S.F.

C4 C14 N 85°58'14" W RAD-PRC 31.73'

31.43' N 89°46'46" W 107.00'

71 6,993 S.F.

70 6,250 S.F.

69 6,154 S.F.

68 5,642 S.F.

67 7,064 S.F.

153.00'

N 0°13'14" E 41.92' 47.92' 8.48'

6' 5'

73

LOT H

28 5,735 S.F.

53.60' 53.60' 127.92'

N 89°46'46" W 107.00'

LOT "D" 1.06 AC.

84.82'

C22 C21 11.45' 10.91' 39.09' N 73°54'33" E 50.00' 8' L=178.13' R=48.00'

N 89°46'46" W 111.45'

74

TOYON PLACE

N 89°46'46" W 244.00'

201.00'

TRACT NO. 35966 M.B. 473/94-107

OLEANDER PLACE

N 0°13'14" E 127.92'

43.00' L4 L5

LOT "F" 0.38 AC.

N 89°46'46" W 111.45'

54.00' 50.00' 8' 7.45' 15.08' 34.92' N 73°28'05" W Δ=212°37'22" R=48.00'

C12 C20 C19

L6 N 89°46'46" W RAD

L15

N 0°13'14" E 504.72'

N 3°21'46" W RAD

148.00'

29 5,820 S.F.

N 0°13'14" E 193.83'

54.40' 42.59'

C15 N 89°46'46" W 106.85'

LOT 4

30 5,723 S.F.

N 84°02'51" W RAD-PRC

C16 C3 C2 C1 N 84°02'51" W RAD-PRC

62 8,438 S.F.

63 6,000 S.F.

64 5,874 S.F.

65 5,238 S.F.

66 6,474 S.F.

N 0°13'14" E 120.00' 120.00' 111.74' 100.09'

N 38°35'17" E 6.12'

N 89°46'46" W 103.07'

C17 C18 C1 C2 C3 56' 28' 28' 8' 5.13' 74.00' 50.00' 50.00' 50.00' 55.00'

N 89°46'46" W 279.00'

LOT "H"

31 5,801 S.F.

N 00°13'14" E 50.00'

N 37°54'53" E 5.56'

N 89°46'46" W 105.80'

21.13' N 0°13'14" E 359.12' 171.64' 128.64'

32 61 60 59 58 57

SEE SHEET 8

SEE SHEET 6

I:\89410\MAPPING\TR 37388-2 1-04-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-2

BEING A SUBDIVISION OF PORTIONS OF LOTS 3, 4 AND 5, TOGETHER WITH PORTIONS OF LETTERED LOTS G AND H, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

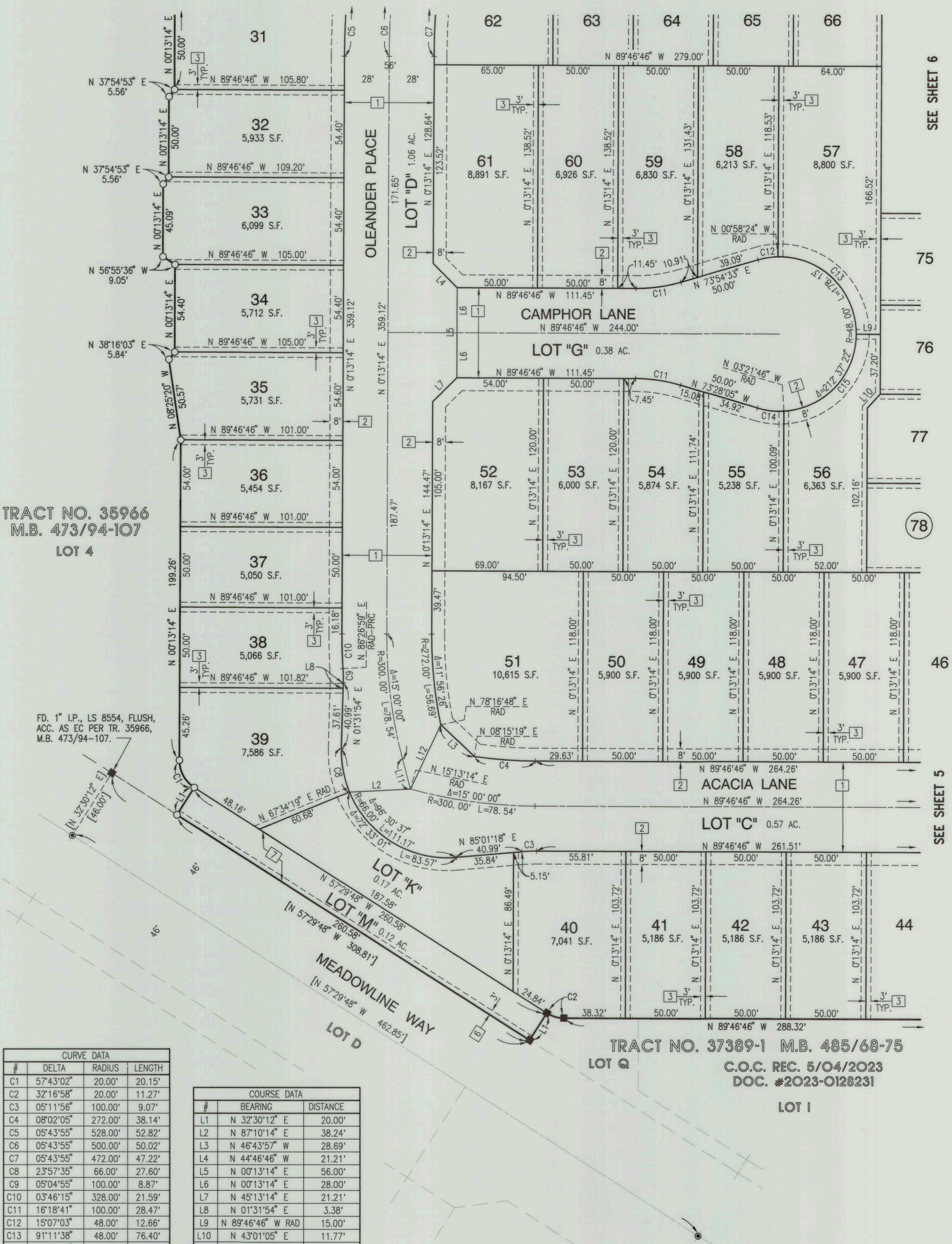
DARYL J. CHRISTIAN, L.S. 8554 — MDS CONSULTING — AUGUST, 2023

SCALE: 1" = 40'

40 20 0 40 80 120

GRAPHIC SCALE

SEE SHEET 7



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	57°43'02"	20.00'	20.15'
C2	32°16'58"	20.00'	11.27'
C3	05°11'56"	100.00'	9.07'
C4	08°02'05"	272.00'	38.14'
C5	05°43'55"	528.00'	52.82'
C6	05°43'55"	500.00'	50.02'
C7	05°43'55"	472.00'	47.22'
C8	23°57'35"	66.00'	27.60'
C9	05°04'55"	100.00'	8.87'
C10	03°46'15"	328.00'	21.59'
C11	16°18'41"	100.00'	28.47'
C12	15°07'03"	48.00'	12.66'
C13	91°11'38"	48.00'	76.40'
C14	19°53'41"	48.00'	16.67'
C15	86°25'00"	48.00'	72.40'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 32°30'12" E	20.00'
L2	N 87°10'14" E	38.24'
L3	N 46°43'57" W	28.69'
L4	N 44°46'46" W	21.21'
L5	N 00°13'14" E	56.00'
L6	N 00°13'14" E	28.00'
L7	N 45°13'14" E	21.21'
L8	N 01°31'54" E	3.38'
L9	N 89°46'46" W RAD	15.00'
L10	N 43°01'05" E	11.77'
L11	N 14°46'46" W	19.32'
L12	N 25°13'01" E	44.17'

I:\89410\MAPPING\TR 37388-2 1-04-2024

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

THIS SUBDIVISON CONTAINS

NUMBERED LOTS:	117
LETTERED LOTS:	27
TOTAL LOTS:	144
GROSS AREA:	16.01 ACRES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF_____ , 20 __
AT_____M. IN BOOK _____ OF MAPS,
AT PAGES _____ AT THE REQUEST OF THE CLERK OF THE CITY OF BANNING

NO. _____

FEE _____

PETER ALDANA, COUNTY ASSESSOR - CLERK - RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE BY:
FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON, THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

1. WE HEREBY DEDICATE TO THE CITY OF BANNING, LOTS "A" THROUGH "E", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES.
2. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "F" THROUGH "V", INCLUSIVE, FOR EMERGENCY ACCESS PURPOSES.
3. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "F" THROUGH "V", INCLUSIVE, FOR PUBLIC UTILITY PURPOSES.
4. WE HEREBY DEDICATE TO THE CITY OF BANNING THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" THROUGH "V", INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
5. WE HEREBY DEDICATE TO THE CITY OF BANNING THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 117, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
6. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT "W" FOR PUBLIC PARK PURPOSES.
7. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOTS "Z" AND "AA" FOR PUBLIC UTILITY PURPOSES.
8. WE HEREBY DEDICATE TO THE CITY OF BANNING A NON-EXCLUSIVE USE EASEMENT OVER LOT "AA" FOR PUBLIC STORM DRAIN PURPOSES.

WE ALSO HEREBY RESERVE FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP:

1. LOT "W" FOR PARK, RECREATION, LANDSCAPING AND MAINTENANCE PURPOSES.
2. LOTS "X" THROUGH "AA", INCLUSIVE, FOR OPEN SPACE, LANDSCAPING AND MAINTENANCE PURPOSES.
3. LOTS "F" THROUGH "V", INCLUSIVE, FOR PRIVATE STREET AND MAINTENANCE PURPOSES.

TRI POINTE HOMES IE-SD, INC., A CALIFORNIA CORPORATION, FORMERLY KNOWN AS PARDEE HOMES, A CALIFORNIA CORPORATION

_____
NAME: MICHAEL C. TAYLOR
TITLE: DIVISION PRESIDENT

NOTARY 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)
) SS
COUNTY OF Riverside)

ON 01/10 2024 BEFORE ME, Edelmira Gonzales NOTARY PUBLIC,

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

Edelmira Gonzales
SIGNATURE

Edelmira Gonzales
PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN Riverside COUNTY

MY COMMISSION EXPIRES 10/12/2027

My Commission# 2466323

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 4,600.00 .

DATED: JANUARY 24 , 2024 .
MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 4,600.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: JANUARY 24 , 2024.

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____ , DEPUTY

SIGNATURE OMISSIONS: SEE SHEET 2

EASEMENT NOTES: SEE SHEET 2

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TRI POINTE HOMES IN JUNE, 2023. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATE: 1-8 , 2024.

DARYL J. CHRISTIAN L.S. 8554

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

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 37388 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON JANUARY 10, 2023, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

DATE: _____ , 20___ .

NATHAN C. SMITH, RCE 74754
CITY ENGINEER, CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER · NATHAN C. SMITH · No. 74754 · CIVIL · STATE OF CALIFORNIA

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT SAID MAP IS TECHNICALLY CORRECT.

DATE: 6 · FEB. , 2024

BY: ERIK T. HOWARD, PLS 7648
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA

LICENSED LAND SURVEYOR · ERIK THOMAS HOWARD · 7648 · STATE OF CALIFORNIA

COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON JANUARY 10, 2023.

DATED: _____

ADAM B. RUSH
COMMUNITY DEVELOPMENT DIRECTOR

CITY TREASURER'S STATEMENT

I HEREBY STATE THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THE PROPERTY SHOWN ON THIS MAP IS NOT SUBJECT TO ANY SPECIAL ASSESSMENTS, BONDS AND/OR LIENS WHICH HAVE NOT BEEN PAID IN FULL. THIS CERTIFICATION DOES NOT INCLUDE ANY SPECIAL ASSESSMENTS THE BONDS OF WHICH HAVE NOT BECOME A LIEN AGAINST SAID PROPERTY.

DATED: _____

BY: _____
CITY TREASURER

CITY ACCEPTANCE CERTIFICATE

I, _____ CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE _____ DAY OF _____ , 20 ___ , DULY APPROVED THE WITHIN SUBDIVISION, AND ACCEPTED ON BEHALF OF THE PUBLIC AS OFFERED FOR DEDICATION:

1. LOTS "A" THROUGH "E", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, SUBJECT TO IMPROVEMENT.
2. THE NON-EXCLUSIVE USE EASEMENTS OVER LOTS "F" THROUGH "V", INCLUSIVE. THE DEDICATION IS FOR EMERGENCY ACCESS PURPOSES.
3. THE NON-EXCLUSIVE USE EASEMENTS OVER LOTS "F" THROUGH "V", INCLUSIVE. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
4. THE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO LOTS "A" THROUGH "V", INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
5. THE 3' WIDE NON-EXCLUSIVE USE EASEMENTS LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THROUGH 117, INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES.
6. THE NON-EXCLUSIVE USE EASEMENT OVER LOT "W" FOR PUBLIC PARK PURPOSES.
7. THE NON-EXCLUSIVE USE EASEMENT OVER LOTS "Z" AND "AA" FOR PUBLIC UTILITY PURPOSES.
8. THE NON-EXCLUSIVE USE EASEMENT OVER LOT "AA". THE DEDICATION IS FOR PUBLIC STORM DRAIN PURPOSES.

DATED: _____

BY: _____
CITY CLERK

ABANDONMENT NOTE:

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF ALL EASEMENTS RIGHTS FOR ACCESS AND INCIDENTAL PURPOSES WITHIN THE BOUNDARY OF THIS MAP WHICH WERE CREATED BY THE RECORDATION OF TRACT NO. 35966, FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE OF MAPS, RECORDS OF RIVERSIDE COUNTY, NOT SHOWN ON THIS MAP.

PURSUANT TO SECTIONS 66499.20.1/2 AND 66434(g) OF THE SUBDIVISION MAP ACT THE FILING OF THIS MAP SHALL CONSTITUTE THE ABANDONMENT OF THAT PORTION OF THE EASEMENT FOR PUBLIC UTILITY PURPOSES RECORDED OCTOBER 13, 2022 AS DOCUMENT NO. 2022-0428552, OFFICIAL RECORDS OF RIVERSIDE COUNTY, LYING WITHIN THE BOUNDARY OR THIS MAP, AND NOT SHOWN ON THIS MAP.

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

EASEMENT NOTES:

A EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY, RECORDED DECEMBER 1, 1919 IN BOOK , PAGE 40, OF PATENTS.
LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

B RIGHT OF WAY FOR DITCHES AND CANALS IN FAVOR THE UNITED STATES OF AMERICA, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40, OF PATENTS.
LOCATION CANNOT BE DETERMINED FROM RECORD INFORMATION.

(C) EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF BANNING, RECORDED OCTOBER 13, 2022, AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.
NOTE: ALL PORTIONS OF THIS EASEMENT WHICH LIE WITHIN THE BOUNDARY OF THIS MAP SHALL BE ABANDONED PER THE ABANDONMENT NOTE ON SHEET 1.

(D) EASEMENT FOR PUBLIC STREET, UTILITIES AND INCIDENTAL PURPOSES, IN FAVOR OF THE CITY OF BANNING, RECORDED OCTOBER 20, 2022, AS INSTRUMENT NO. 2022-0508418, OF OFFICIAL RECORDS.

[1] INDICATES VARIABLE WIDTH NON-EXCLUSIVE EASEMENT OVER LOTS "A" THROUGH "E", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES, DEDICATED TO THE CITY OF BANNING, AS SHOWN HEREON.

[2] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOTS "F" THROUGH "V", INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR EMERGENCY ACCESS PURPOSES, AS SHOWN HEREON.

[3] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOTS "F" THROUGH "V", INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[4] INDICATES NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO LOTS "A" THROUGH "V", INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[5] INDICATES 3' WIDE NON-EXCLUSIVE USE EASEMENTS, LYING ADJACENT TO THE SIDE LINES OF LOTS 1 THORUGH 117, INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[6] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "W", DEDICATED TO THE CITY OF BANNING FOR PUBLIC PARK PURPOSES, AS SHOWN HEREON.

[7] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOTS "Z" AND "AA", DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

[8] INDICATES NON-EXCLUSIVE USE EASEMENT OVER LOT "AA", DEDICATED TO THE CITY OF BANNING FOR PUBLIC STORM DRAIN PURPOSES, AS SHOWN HEREON.

SIGNATURE OMISSIONS:

PURSUANT TO SECTION 66436(a)(3) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED, AS THEIR INTERESTS CANNOT RIPEN INTO FEE.

SOUTHERN SIERRAS POWER COMPANY, HOLDER OF AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

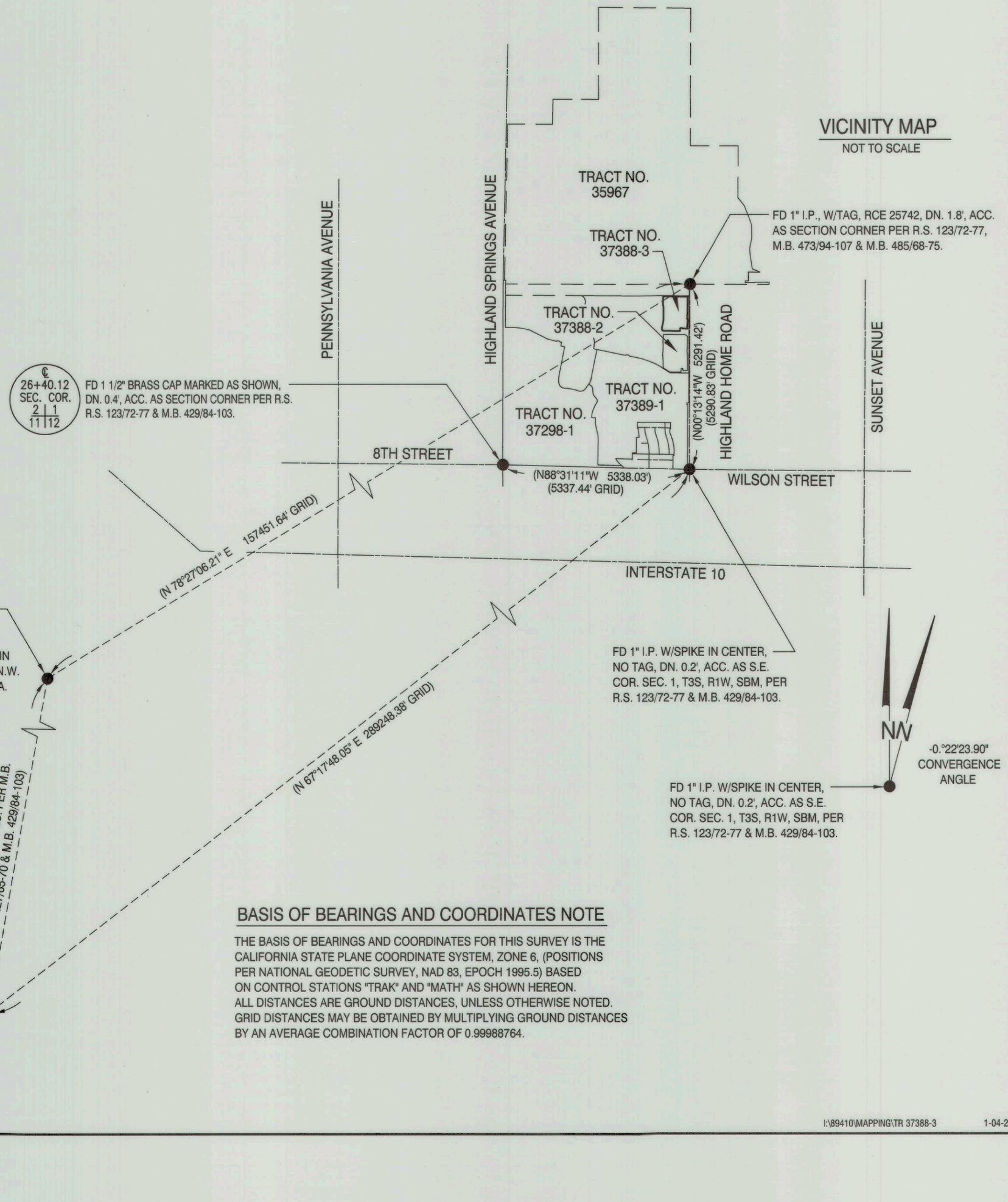
UNITED STATES OF AMERICA, HOLDER OF A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552, OF OFFICIAL RECORDS.

CITY OF BANNING, HOLDER OF AN EASEMENT FOR PUBLIC STREET, UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418, OF OFFICIAL RECORDS.

SOILS REPORT:

PURSUANT TO SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT, PREPARED BY GEOCON WEST, INC., PROJECT NO. T2305-22-14, DATED DECEMBER 21, 2021, IS ON FILE WITH THE CITY OF BANNING, ENGINEERING DEPARTMENT.



BASIS OF BEARINGS AND COORDINATES NOTE

THE BASIS OF BEARINGS AND COORDINATES FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, ZONE 6, (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5) BASED ON CONTROL STATIONS "TRAK" AND "MATH" AS SHOWN HEREON.
ALL DISTANCES ARE GROUND DISTANCES, UNLESS OTHERWISE NOTED.
GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING GROUND DISTANCES BY AN AVERAGE COMBINATION FACTOR OF 0.99988764.

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

BOUNDARY SURVEY

SCALE: 1"=100'

0 100 200 300

GRAPHIC SCALE

SURVEYOR'S NOTES

● — INDICATES 1" I.P., L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 37388-1, _____ , UNLESS OTHERWISE NOTED.

◉ — INDICATES SPK. & WASHER, L.S. 8554, FLUSH, TO BE SET PER TRACT NO. 37388-1, _____, UNLESS OTHERWISE NOTED.

○ — INDICATES SET 1" IRON PIPE TAGGED L.S. 8554, FLUSH; AT ALL TRACT CORNERS AND ANGLE POINTS IN TRACT BOUNDARY, UNLESS OTHERWISE NOTED.

1" IRON PIPE, TAGGED L.S. 8554 FLUSH IN DIRT OR SPIKE & WASHER, STAMPED L.S. 8554 FLUSH IN ASPHALT, OR LEAD, TACK AND TAG, L.S. 8554, FLUSH IN CONCRETE OR TOP OF WALL, TO BE SET AT ALL REAR LOT CORNERS, CENTERLINE INTERSECTIONS, AND POINTS OF CONTROL, UNLESS OTHERWISE NOTED.

NAIL AND TAG, LS 8554 TO BE SET IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT LOT CORNERS, UNLESS OTHERWISE NOTED.

( ) — INDICATES MEAS. & REC. PER TRACT NO. 37388-1, M.B._____

[ ] — INDICATES MEAS. & REC. PER TRACT NO. 35966, M.B. 473/94-107.

THIS TRACT MAP CONTAINS 117 LOTS.
THIS TRACT MAP CONTAINS 27 LETTERED LOTS.
THIS TRACT MAP CONTAINS 16.01 ACRES GROSS.

BASIS OF BEARINGS SEE SHEET 2

EASEMENT NOTES SEE SHEET 2

DOCUMENT REFERENCE

RECORD OF SURVEY – R.S. 123/72-75
TRACT NO. 35574 – M.B. 427/65-70
TRACT NO. 34330 – M.B. 429/84-103
TRACT NO. 35966 – M.B. 473/94-107
TRACT NO. 35967 – M.B. 474/1-14
TRACT NO. 37389-1 – M.B. 485/68-75
TRACT NO. 37388-1 – M.B. _____
TRACT NO. 37388-2 – M.B. _____

ABBREVIATIONS

ACC.	ACCEPTED
DOC.	DOCUMENT
ESTAB.	ESTABLISHED
NE	NORTHEAST
NW	NORTHWEST
W/	WITH

COURSE DATA		
#	BEARING	DISTANCE
L1	(N 42°50'04" E	24.26')
L2	(N 13°31'47" W	14.41')
L3	(N 00°13'14" E	70.00')
L4	(N 23°54'49" E	10.92')
L5	(N 42°23'37" W	25.68')
L6	(N 00°13'14" E	95.10')
L7	(N 04°13'22" E	66.16')
L8	(N 01°35'06" E	79.05')
L9	(N 00°13'14" E	28.47'
L10	(N 89°46'46" W	129.46')
L11	(N 52°37'18" W	6.10')
L12	(N 00°13'14" E	74.00')
L13	N 00°13'14" E	32.35'
L14	N 05°22'36" E	62.62'
L15	N 08°58'51" W	43.78'
L16	[N 89°41'50" W	61.97']
L17	[N 89°41'50" W	20.00']
L18	(N 24°28'04" E	56.25')
L19	(N 54°25'10" E	22.00')
L20	(N 89°46'46" W	32.00')

FD 1" I.P., W/TAG "RIV CO SURV.", DN. 0.4' IN MON. WELL, ACC. AS NW COR. SEC. 1, T.3S., R.1W., SBM, PER R.S. 127/72-77 & M.B. 473/94-107.

℄ HIGHLAND SPRINGS AVENUE

[N 89°41'50" W 5341.08']

ESTAB. LINE BETWEEN FD MONUMENTS AS NORTH LINE, SEC. 1, T.3S. R.1W., SBM. PER RS 123/72-77 & M.B. 473/94-107.

SEE DETAIL "A"

TRACT NO. 34330
M.B. 429/84-103
LOT 17

SEE DETAIL "B"

[N 89°41'50" W 3073.89']
693.03'
755.00'

ESTAB. LINE BETWEEN FD MONUMENTS AS N'LY TR. BDRY, TR. NO. 35966, M.B. 473/94-107.

FD 2" I.P., L.S. 8554, FLUSH, ACC. AS N.W. COR. TRACT NO. 35966 M.B. 473/94-107.

FD 2" I.P., LS 8554, FLUSH ACC. AS NW COR. TR. 35966 M.B. 473/94-107.

N 00°13'14" E 279.79'

TRACT NO. 35966
M.B. 473/94-107
LOT 2

(N 00°13'14" E 510.75')

1394.89'

[N 00°13'14" E 330.00']

[N 00°13'14" E 2645.78']

ESTAB. LINE BETWEEN FD MONUMENTS AS EAST LINE, SEC. 1, T.3S. R.1W., SBM PER RS 123/72-77 & M.B. 473/94-107.

℄ HIGHLAND HOME ROAD

ACC. AS E'LY BDRY. TRACT NO. 37388-1 M.B._____

LOT 1

LOT F

N 00°13'14" E 396.60'

TRACT NO. 35966
M.B. 473/94-107

LOT 5

N 14°35'29" E 144.34'

ACC. AS N'LY BDRY. LOTS H & C PER TRACT NO. 37388-1 M.B._____

TRACT NO. 37388-1
M.B. _____

N 36°20'36" W RAD
N 00°53'42" E RAD
N 89°46'46" W RAD
N 03°37'16" W RAD/PRC

LOT C

LOT I

LOT A

LOT H

(N 89°46'46" W 421.00')

(N 89°46'46" W 733.42')

LOT B

RAINTREE PLACE

ACC. AS ℄ RAINTREE PLACE PER TRACT NO. 37388-1 M.B._____

TRACT NO. 37388-2
M.B. _____

FD SPK. & W. L.S. 8554, FLUSH, ACC. AS ℄ INT. PER TRACT NO. 37388-1 M.B. _____

FD 1" I.P., W/TAG 85??, DN. 1.5', ACC. AS E1/4 COR. SEC. 1 PER R.S. 123/72-77 & M.B. 429/84-103.

MEADOWLINE WAY

FD 1" I.P., W/SPIKE IN CENTER, NO TAG, DN. 0.2' ACC. AS SEC. CORNER, PER R.S. 123/72-77 & M.B. 473/94-107.

WILSON STREET

(N 00°13'14" E (2645.64' R2)

1368.11'

1250.89'

FD 1" I.P., W/TAG RCE 25742, DN. 1.8'. ACC. AS SECTION CORNER PER R.S. 123/72-77 & M.B. 473/94-107.

[N89°41'50"W] [20.00']

[N 89°41'50" W 5341.08']

[N 89°41'50" W 5321.08']

[N 00°13'14" E] [330.00']

20'

[N 00°13'14" E] [5291.42']

DETAIL "A"
NTS

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(89°55'04"	20.00'	31.39')
C2	(37°09'28"	66.00'	42.80')
C3	(37°14'18"	66.00'	42.90')
C4	(03°24'02"	1200.00'	71.22')
C5	86°35'58"	40.00'	60.46'
C6	50°47'54"	40.00'	35.46'
C7	35°48'04"	40.00'	25.00'
C8	14°22'15"	100.00'	25.08'
C9	(24°14'50"	400.00'	169.28')
C10	(05°50'33"	530.58'	54.10')

32'

(32.00')

[N 89°41'50" W] [3073.89']

693.03'

(29.97')

(32.00')

(19.60')

(19.65')

[N 0°13'14" E] [330.00']

20'

(N 00°13'14" E) (510.75')

LOT J

(537.56')

(N 0°13'14" E 557.16')

LOT A

(N 0°13'14" E 2217.23')

[N 00°13'14" E] [2197.58']

℄ HIGHLAND HOME ROAD

FD. 2" I.P., L.S. 8554, FLUSH, ACC. AS N.W. COR. TRACT NO. 35966 M.B. 473/94-107.

DETAIL "B"
NTS

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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

INDEX MAP

SCALE: 1" = 80'

80 40 0 80 160 240

GRAPHIC SCALE

TRACT NO. 34330
M.B. 429/84-103
LOT 17

TRACT NO. 35966
M.B. 473/94-107

LOT 1

LOT 2

LOT F

LOT 5

LOT H

LOT I

LOT A

LOT C

TRACT NO. 37388-1
M.B. _____

TRACT NO. 37388-2
M.B. _____

TALLOW PLACE
LOT 'E'

APPLE WAY
LOT 'A'

BALSAM PLACE
LOT 'C'

RAINTREE PLACE
LOT B

LINDEN LANE
LOT 'D'

REDWOOD LANE
LOT 'B'

LOT 'I'
LOT 'H'
LOT 'J'
LOT 'G'
LOT 'K'
LOT 'F'
LOT 'L' - VIRGINIA DRIVE
LOT 'X'
LOT 'M'
LOT 'Y'
LOT 'N'
LOT 'O'
LOT 'AA'
LOT 'Q'
LOT 'R'
LOT 'T'
LOT 'S'
LOT 'U'
LOT 'V'
LOT 'W'
LONGLEAF DRIVE - LOT 'P'

℄ HIGHLAND HOME ROAD

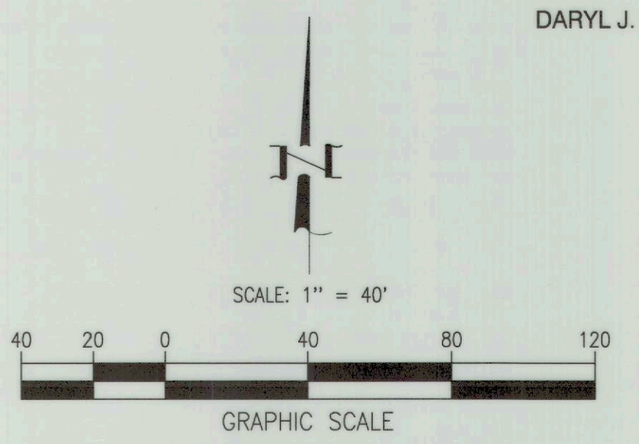
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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(37°09'28"	66.00'	42.80')
C2	(37°14'18"	66.00'	42.90')
C3	37°09'28"	33.50'	21.73'
C4	37°09'28"	47.50'	30.80'
C5	37°09'28"	61.50'	39.88'
C6	35°12'29"	66.00'	40.56'
C7	10°17'49"	100.00'	17.97'
C8	09°37'21"	66.00'	11.08'
C9	110°35'38"	66.00'	127.40'
C10	24°29'37"	66.00'	28.21'
C11	04°01'53"	66.00'	4.64'

COURSE DATA			COURSE DATA		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N 00°13'14" E	28.00'	L14	N 00°13'14" E	8.00'
L2	N 00°13'14" E	14.00'	L15	N 89°46'46" W	5.00'
L3	N 00°13'14" E	26.00'	L16	N 45°13'14" E	10.00'
L4	N 00°13'14" E	13.00'	L17	N 79°28'57" W	1.37'
L5	(N 42°50'04" E	24.26')	L18	N 89°46'46" W	6.50'
L6	(N 13°31'47" W	14.41')	L19	N 00°13'14" E	10.00'
L7	(N 23°54'49" E	10.92')	L20	N 44°46'46" W	21.21'
L8	(N 42°23'37" W	25.68')	L21	N 45°13'14" E	21.21'
L9	(N 00°13'14" E	28.47')	L22	N 52°37'18" W	34.32'
L10	(N 52°37'18" W	6.10')	L23	N 00°13'14" E	16.00'
L11	N 52°37'18" W	4.95'	L24	N 00°13'14" E	2.07'
L12	N 00°13'14" E	9.97'	L25	N 00°13'14" E	18.50'
L13	N 89°46'46" W	9.50'	L26	N 24°07'34" W	27.45'
			L27	N 27°37'37" W	59.94'

SEE SHEET 6

SEE SHEET 8

SEE SHEET 8

LOT 'T' — LOT 'S' — LOT 'W' 22,152 SF — LOT 'V' 0.08 AC. — LOT 'U'

LOT 'X' — LOT 'A' 0.22 AC. — LOT 'Y' 0.03 AC. — LOT 'B' 0.99 AC. — LOT 'P' 0.10 AC. — LOT 'O' 0.10 AC. — LOT 'C' 0.49 AC. — LOT 'AA' 0.02 AC.

APPLE WAY — LONGLEAF DRIVE — BALSAM PLACE — RAINTREE PLACE

REDWOOD LANE

LOT "A" — LOT "B" — LOT "C" — LOT "F" — LOT "H" — LOT "I" — LOT "J" — LOT "L"

℄ HIGHLAND HOME ROAD

FD SPK. & W., LS 8554, FLUSH, ACC. AS ℄ INT. PER TR. 37388-1, M.B. _____

TRACT NO. 37388-1 M.B. _____

TRACT NO. 37388-2 M.B. _____

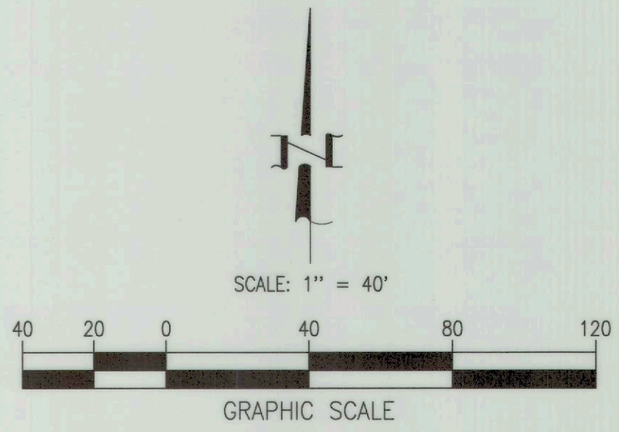
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IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

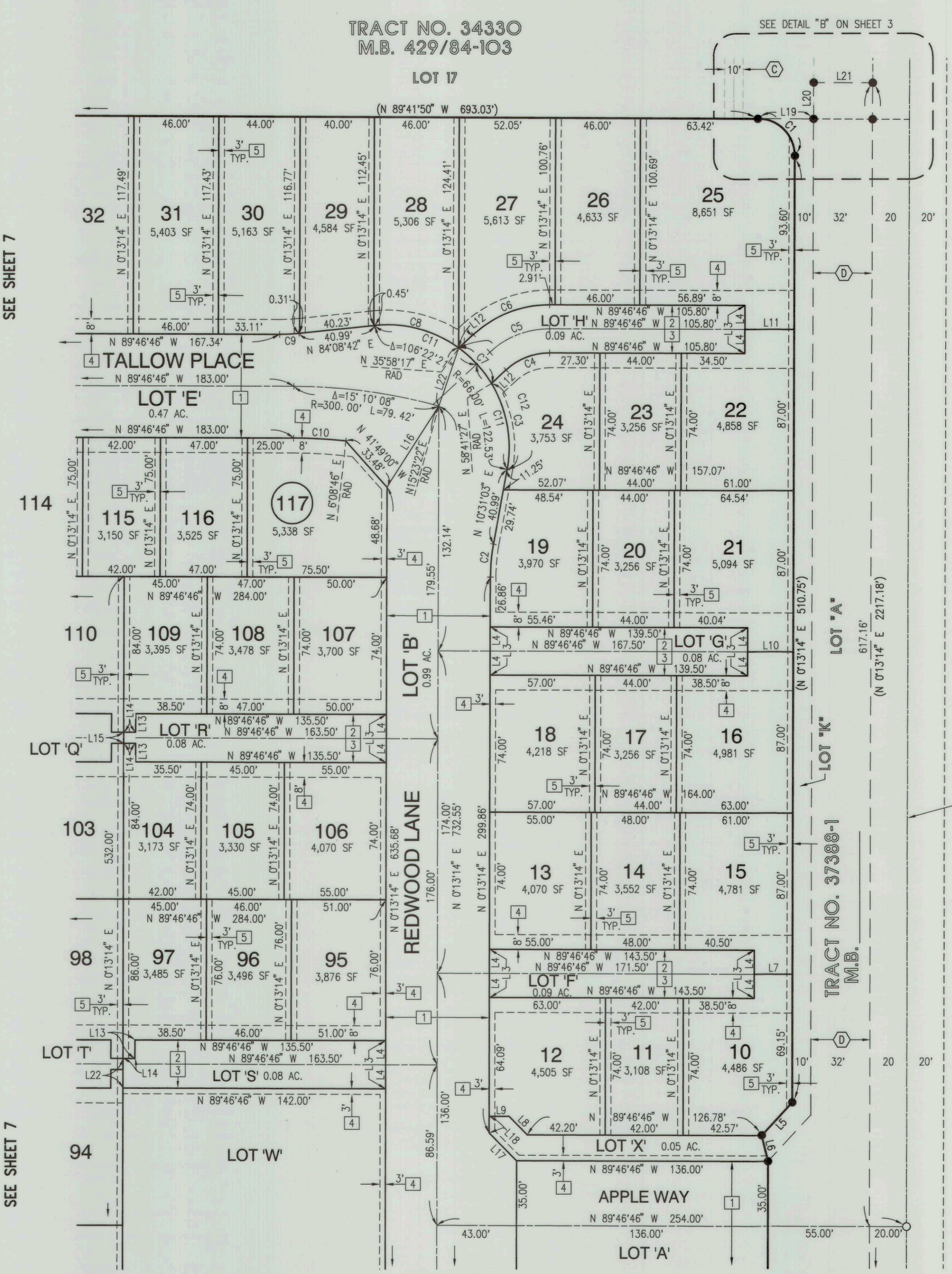
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DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	(89°55'04"	20.00'	31.39')
C2	10°17'49"	100.00'	17.97'
C3	41°49'36"	66.00'	48.18'
C4	42°53'22"	34.50'	25.83'
C5	42°53'22"	47.50'	35.56'
C6	42°53'22"	60.50'	45.29'
C7	22°43'10"	66.00'	26.17'
C8	41°49'35"	66.00'	48.18'
C9	06°04'32"	100.00'	10.60'
C10	05°55'32"	272.00'	28.13'
C11	53°11'11"	66.00'	61.27'
C12	64°32'46"	66.00'	74.35'

COURSE DATA			COURSE DATA		
#	BEARING	DISTANCE	#	BEARING	DISTANCE
L1	N 00°13'14" E	28.00'	L12	N 47°19'52" E	10.87'
L2	N 00°13'14" E	14.00'	L13	N 00°13'14" E	10.00'
L3	N 00°13'14" E	26.00'	L14	N 89°46'46" W	6.50'
L4	N 00°13'14" E	13.00'	L15	N 00°13'14" E	6.00'
L5	(N 42°50'04" E	24.26' R1)	L16	N 32°46'13" E	52.04'
L6	(N 13°31'47" W	14.41' R1)	L17	N 44°46'46" W	21.21'
L7	N 89°46'46" W	20.50'	L18	N 00°13'14" E	8.91'
L8	N 44°46'46" W	14.02'	L19	(N 89°41'50" W	29.97')
L9	N 89°46'46" W	10.89'	L20	(N 00°13'14" E	19.60')
L10	N 89°46'46" W	24.50'	L21	(N 89°46'46" W	32.00')
L11	N 89°46'46" W	26.50'	L22	N 18°52'24" E	33.02'



IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023

SCALE: 1'' = 40'

40 20 0 40 80 120

GRAPHIC SCALE

CURVE DATA				CURVE DATA			
#	DELTA	RADIUS	LENGTH	#	DELTA	RADIUS	LENGTH
C1	06°04'32"	100.00'	10.60'	C9	44°41'06"	25.00'	19.50'
C2	26°52'38"	66.00'	30.96'	C10	38°18'07"	66.00'	44.12'
C3	13°09'12"	66.00'	15.15'	C11	10°17'49"	100.00'	17.97'
C4	44°41'06"	60.50'	47.18'	C12	05°55'33"	272.00'	28.13'
C5	44°41'06"	47.50'	37.05'	C13	79°29'43"	66.00'	91.57'
C6	44°41'06"	34.50'	26.91'	C14	22°43'11"	66.00'	26.17'
C7	31°18'19"	60.50'	33.06'	C15	05°19'13"	66.00'	6.13'
C8	13°22'47"	60.50'	14.13'	C16	00°51'15"	300.00'	4.47'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 00°13'14" E	28.00'
L2	N 00°13'14" E	14.00'
L3	N 00°13'14" E	26.00'
L4	N 00°13'14" E	13.00'
L5	N 45°05'40" W	12.08'
L6	N 89°46'46" W	14.50'
L7	N 89°46'46" W	13.50'
L8	N 45°05'40" W	11.59'
L9	N 61°46'28" W RAD	7.16'
L10	N 89°46'46" W	10.50'
L11	N 89°46'46" W	6.50'
L12	N 00°13'14" E	6.00'
L13	N 00°13'14" E	10.00'
L14	N 45°05'40" W	43.49'
L15	N 06°49'14" E	39.68'
L16	N 32°19'45" W	52.04'

TRACT NO. 34330
M.B. 429/84-103

LOT 17

TRACT NO. 35966
M.B. 473/94-107

LOT 1 LOT 2

LOT F

SEE SHEET 6

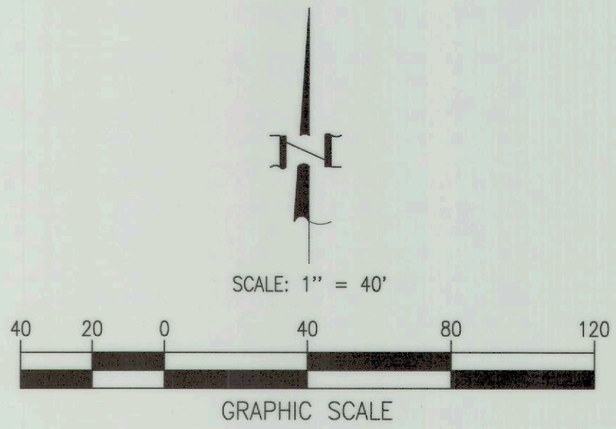
SEE SHEET 8

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

TRACT NO. 37388-3

BEING A SUBDIVISION OF PORTIONS OF LOTS 2, 5, AND A PORTION OF LETTERED LOT F, ALL OF TRACT NO. 35966, AS SHOWN BY MAP ON FILE IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

DARYL J. CHRISTIAN, L.S. 8554 MDS CONSULTING AUGUST, 2023



CURVE DATA			
#	DELTA	RADIUS	LENGTH
C1	86°35'58"	40.00'	60.46'
C2	(50°47'54"	40.00'	35.46')
C3	35°48'04"	40.00'	25.00'
C4	(09°50'35"	530.58'	54.10')
C5	14°22'15"	100.00'	25.08'
C6	10°17'49"	100.00'	17.97'
C7	07°07'42"	100.00'	12.44'
C8	07°14'33"	100.00'	12.64'
C9	31°12'03"	66.00'	35.94'
C10	32°15'49"	34.50'	19.43'

CURVE DATA			
#	DELTA	RADIUS	LENGTH
C11	32°15'49"	47.50'	26.75'
C12	32°15'49"	60.50'	34.07'
C13	01°29'25"	1200.00'	31.21'
C14	01°54'37"	1200.00'	40.01'
C15	03°42'47"	60.50'	3.92'
C16	28°33'02"	60.50'	30.15'
C17	46°34'14"	66.00'	53.65'
C18	10°06'11"	66.00'	11.64'
C19	22°43'10"	66.00'	26.17'

COURSE DATA		
#	BEARING	DISTANCE
L1	N 00°13'14" E	28.00'
L2	N 00°13'14" E	14.00'
L3	N 00°13'14" E	26.00'
L4	N 00°13'14" E	13.00'
L5	(N 54°25'10" E RAD	22.00')
L6	N 89°46'46" W	11.15'
L7	N 89°46'46" W	25.51'
L8	N 57°57'25" E	20.84'
L9	N 00°13'14" E	10.00'
L10	N 89°46'46" W	6.50'
L11	N 00°13'14" E	6.00'
L12	N 48°39'35" E	26.43'
L13	N 57°57'25" E	52.43'
L14	N 00°13'14" E	35.00'
L15	N 00°13'14" E	30.00'
L16	N 28°04'05" E	59.94'

SEE SHEET 7

SEE SHEET 5

SEE SHEET 5

LOT 2

LOT F

TRACT NO. 35966
M.B. 473/94-107

LOT 5

VIRGINIA DRIVE

LOT 'L' 0.09 AC.

LOT 'M' 0.08 AC.

LOT 'N' 0.10 AC.

LINDEN LANE

LOT 'D' 0.96 AC.

LOT 'T' 0.08 AC.

LOT 'U' 0.08 AC.

LOT 'W'

LOT 'V'

BALSAM PLACE

LOT 'C' 0.49 AC.

LOT "H"

TRACT NO. 37388-1
M.B. _____

RAINTREE PLACE

LOT "B"

LOT "G"

TRACT NO. 37388-2
M.B. _____

FD SPK. & W., LS 8554, FLUSH, ACC. AS ℄ EC PER TR. 37388-1, M.B. _____

FD SPK. & W., LS 8554, FLUSH, ACC. AS ℄ EC PER TR. 37388-1, M.B. _____

ACC. AS N'LY LINE, LOT H PER TRACT NO. 37388-1 M.B. _____

ACC. AS ℄ PER TR. NO. 37388-1 M.B. _____

I:\89410\MAPPING\TR 37388-3 1-04-2024

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 37388-1 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37388-1 Raintree Place
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES, IE-SD 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:	Street Imp Plans – Approved 11/2023 Water Imp Plans – Approved 11/2023 Sewer Imp Plans – Approved 11/2023	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 601,624.41
	GRADING	$ _____
	MONUMENTATION	$ 8,586.72
	TOTAL:	$ 610,211.13

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

THE CONTINENTAL INSURANCE COMPANY
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Street Bond# 30200445

Water Bond# 300200446

Sewer Bond# 30200447

Monumentation Bond# 30200448

EFFECTIVE DATE OF AGREEMENT:

_____
(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _37388-1____ ~~(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 _____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

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

Date: 10/30/23

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30200445
Premium: $1,416 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Three Hundred Eighty-Two Thousand Six Hundred Sixty-Three and 05/100 Dollars ($ 382,663.05), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

_____
City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

~~WITNESS~~ my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200445
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site 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 The Continental 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 ($382,663.05), 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 Eighty-Two Thousand Six Hundred Sixty-Three and 05/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200446
Premium: $215 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - Non-Potable Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Eighty-Five Thousand One Hundred Three and 94/100 Dollars ($ 85,103.94), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney



ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200446
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - Non-Potable Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - 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 The Continental 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 ($85,103.94), 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.

Eighty-Five Thousand One Hundred Three and 94/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200447
Premium: $495 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Thirty-Three Thousand Eight Hundred Fifty-Seven and 42/100 Dollars ($ 133,857.42), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200447
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-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 The Continental 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 ($ 133,857.42), 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 Hundred Thirty-Three Thousand Eight Hundred Fifty-Seven and 42/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200448
Premium: $100 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Eight Thousand Five Hundred Eighty-Six and 72/100 Dollars ($ 8,586.72), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of ~~authorized officer~~)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario-Ballou (Seal)

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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.

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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.
- 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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200448
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - 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 The Continental 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 ($ 8,586.72), 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 Five Hundred Eighty-Six and 72/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10·30·23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

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

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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.

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING

OCT 16 2023

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/13/2023
Approved By:	
Date Approved:	
Tract No.:	37388-1, On-site Street Raintree Place

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				
4" Asphalt Concrete (32,840 SF)	Ton	780	$ 90.00	$ 70,200.00
6" Aggregate Base Class II (32,840 SF)	Ton	1,182	$ 80.00	$ 94,560.00
6" Curb and Gutter	LF	1,526	$ 25.00	$ 38,150.00
6" Curb Only	LF	1,550	$ 12.00	$ 18,600.00
6" Wedge Curb and Gutter	LF	101	$ 25.00	$ 2,525.00
Adjust Storm Drain Manhole Cover to Grade	Each	1	$ 800.00	$ 800.00
Adjust Water Valve Cover to Grade	Each	11	$ 250.00	$ 2,750.00
Adjust Sewer Manhole Cover to Grade	Each	1	$ 800.00	$ 800.00
Curb Ramp	Each	3	$ 3,500.00	$ 10,500.00
Concrete Sidewalk (4" thick)	SF	8,163	$ 8.00	$ 65,304.00
LED Solar Street Light	Each	1	$ 4,000.00	$ 4,000.00
2" x 4" Redwood Header	LF	88	$ 2.00	$ 176.00
Barricade	LF	88	$ 100.00	$ 8,800.00
4" Stamped Concrete	SF	189	$ 5.00	$ 945.00
Traffic Sign	Each	17	$ 400.00	$ 6,800.00
Traffic Markings	Each	4	$ 100.00	$ 400.00
Blue-reflective Fire Hydrant Marker	Each	2	$ 100.00	$ 200.00
Street Name Sign	Each	1	$ 300.00	$ 300.00
Sign Post	Each	8	$ 150.00	$ 1,200.00
6" Thermoplastic Traffic Stripe	LF	1,519	$ 3.05	$ 4,632.95
Painted Median Nose	Each	2	$ 100.00	$ 200.00
12" Thermoplastic Traffic Stripe	LF	179	$ 5.07	$ 907.53
SUBTOTAL				**$ 332,750.48**
CPI Adjustment				**$ 14,175.17**
15% Contingency				**$ 49,912.57**
TOTAL				**$ 382,663.05**
			Faithful Performance (100%)	$ 382,663.05
			Labor & Material (100%)	$ 382,663.05

APPROVED BY
CITY OF BANNING

OCT 16 2023

PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/13/2023
Approved By:	
Date Approved:	
Tract No.:	37388-1, On-site Non-potable Raintree Place

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" DIP Main w/ Poly Encasement & R.J.	LF	826	$ 60.00	$ 49,560.00
Join Existing Main Line	Each	1	$ 500.00	$ 500.00
Adjust Water Valve to Grade	Each	2	$ 250.00	$ 500.00
8" Fitting	Each	2	$ 250.00	$ 500.00
4" blow-Off Assembly	Each	2	$ 3,000.00	$ 6,000.00
1" Air Vacuum Release Valve	Each	2	$ 5,000.00	$ 10,000.00
2" Service with 1.5" Meter	Each	1	$ 2,000.00	$ 2,000.00
2" Reduced Pressure Backflow Assembly	Each	1	$ 2,000.00	$ 2,000.00
Non-potable Water Signange	Each	2	$ 150.00	$ 300.00
SUBTOTAL				**$ 71,360.00**
CPI Adjustment				**$ 3,039.94**
15% Contingency				**$ 10,704.00**
TOTAL				**$ 85,103.94**
			Faithful Performance (100%)	$ 85,103.94
			Labor & Material (100%)	$ 85,103.94

APPROVED BY
CITY OF BANNING
OCT 16 2023
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/13/2023
Approved By:	
Date Approved:	
Tract No.:	37388-1, On-site Sewer/Water
	Raintree Place

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" DIP Main w/ Poly Encasement & R.J.	LF	874	$ 60.00	$ 52,440.00
Remove Blow-off & Join Water	Each	1	$ 250.00	$ 250.00
8" Fitting	Each	3	$ 250.00	$ 750.00
Residential Fire Hydrant	Each	3	$ 5,200.00	$ 15,600.00
8" Gate Valve	Each	6	$ 2,000.00	$ 12,000.00
Adjust Water Valve to Grade	Each	6	$ 250.00	$ 1,500.00
1" Air Vacuum Release Valve	Each	2	$ 5,000.00	$ 10,000.00
4" blow-Off Assembly	Each	2	$ 3,000.00	$ 6,000.00
SUBTOTAL				$ 98,540.00
SEWER IMPROVEMENTS				
12" Sewer Main	LF	105	$ 80.00	$ 8,400.00
Manhole	Each	1	$ 4,000.00	$ 4,000.00
Adjust Manhole to Grade	Each	1	$ 800.00	$ 800.00
Sewer Plug	Each	2	$ 250.00	$ 500.00
SUBTOTAL				$ 13,700.00
SUBTOTAL				**$ 112,240.00**
CPI Adjustment				**$ 4,781.42**
15% Contingency				**$ 16,836.00**
TOTAL				**$ 133,857.42**
			Faithful Performance (100%)	$ 133,857.42
			Labor & Material (100%)	$ 133,857.42

APPROVED BY
CITY OF BANNING
OCT 19 2023
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/18/2023
Approved By:	
Date Approved:	
Tract No.:	37388-1

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				
Spike and Washer or 1" Dia. Pipe	Each	72	$ 100.00	$ 7,200.00
SUBTOTAL				**$ 7,200.00**
CPI Adjustment				**$ 306.72**
15% Contingency				**$ 1,080.00**
TOTAL				**$ 8,586.72**
			Faithful Performance (100%)	$ 8,586.72
			Labor & Material (100%)	$ 8,586.72

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 37388-2 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37388-2 PA15B
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES, IE-SD 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:	Steet Imp Plans – Approved 11/2023 Water Imp Plans – Approved 11/2023 Sewer Imp Plans – Approved 11/2023	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 2,338,610.76
	GRADING	$_____
	MONUMENTATION	$ 31,126.86
	TOTAL:	$ 2,369737.62

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Street Bond#30200449

Water Bond#30202731

Sewer Bond#3020732

Monumentation Bond#30202733

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _37388-2____ ~~(including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street,~~ shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

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

Date: 10/30/23

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30200449
Premium: $4,693 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-2 - PA 15B - Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Two Hundred Sixty-Eight Thousand Three Hundred Twenty-Nine and 78/100 Dollars ($ 1,268,329.78), 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"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30200449
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-2 - PA 15B - Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - 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 The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($1,268,329.78), 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.

One Million Two Hundred Sixty-Eight Thousand Three Hundred Twenty-Nine and 78/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202731
Premium: $2,268 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-2 - PA 15B - Water and Non-Potable
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - Water and Non-Potable 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Twelve Thousand Eight Hundred Forty-One and 36/100 Dollars ($612,841.36), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202731
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-2 - PA 15B - Water and Non-Potable
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - Water and Non-Potable 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 The Continental 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 ($612,841.36), 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 Twelve Thousand Eight Hundred Forty-One and 36/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. 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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202732
Premium: $1,693 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-2 - PA 15B - Sewer
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Four Hundred Fifty-Seven Thousand Four Hundred Thirty-Nine and 62/100 Dollars ($457,439.62), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney



ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202732
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-2 - PA 15B - Sewer
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - 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 The Continental 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 ($ 457,439.62), 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 Fifty-Seven Thousand Four Hundred Thirty-Nine and 62/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202733
Premium: $115 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-2 - PA 15B - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Thirty-One Thousand One Hundred Twenty-Six and 86/100 Dollars ($ 31,126.86), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202733
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-2 - PA 15B - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-2 - PA 15B - 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 The Continental 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 ($ 31,126.86), 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-One Thousand One Hundred Twenty-Six and 86/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 37388-3 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL – 37388-3 PA15A

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

CORONA, CA 92879

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

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

IMPROVEMENT/PLAN NO.:
Street Imp Plans – Approved 11/2023
Water Imp Plans – Approved 11/2023
Sewer Imp Plans – Approved 11/2023

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$ 2,823,696.88
GRADING	$_____
MONUMENTATION	$ 44,722.50
TOTAL:	$ 2,868,419.38

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Street Bond#30202734

Water Bond#30202735

Sewer Bond#30202736

Monumentation Bond#30202737

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _37388-3____ ~~(including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street~~, shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____~~.

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

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

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

SUBDIVIDER

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

Date: 10/30/23

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30202734
Premium: $3,885 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-3 - PA 15A - Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Forty-Nine Thousand Nine Hundred Thirty-Six and 93/100 Dollars ($ 1,049,936.93), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney



ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 _____ before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

_____
(Title or description of attached document)

_____
(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202734
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-3 - PA 15A - Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - 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 The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($1,049,936.93), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

One Million Forty-Nine Thousand Nine Hundred Thirty-Six and 93/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202735
Premium: $4,155 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-3 - PA 15A - Water and Non-Potable
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - Water and Non-Potable 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million One Hundred Twenty-Three Thousand Twenty-Three and 72/100 Dollars ($ 1,123,023.72), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202735
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-3 - PA 15A - Water and Non-Potable
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - Water and Non-Potable 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 The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($1,123,023.72), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

One Million One Hundred Twenty-Three Thousand Twenty-Three and 72/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA SEAL SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202736
Premium: $2,408 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-3 - PA 15A - Sewer
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Fifty Thousand Seven Hundred Thirty-Six and 23/100 Dollars ($ 650,736.23), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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

INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202736
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-3 - PA 15A - Sewer
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. , (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - 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 The Continental 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 ($ 650,736.23), 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-Thousand Seven Hundred Thirty-Six and 23/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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.

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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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202737
Premium: $165 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-3 - PA 15A - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Forty-Four Thousand Seven Hundred Twenty-Two and 50/100 Dollars ($ 44,722.50), 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"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

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

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202737
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-3 - PA 15A - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-3 - PA 15A - 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 The Continental 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 ($ 44,722.50), 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.

Forty-Four Thousand Seven Hundred Twenty-Two and 50/100 Dollars

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

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

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

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

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

"PRINCIPAL"

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

1250 Corona Pointe Court, Suite 600
(Street Address)

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

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

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

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING
OCT 16 2023
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/13/2023
Approved By:	
Date Approved:	
Tract No.:	37388-3, Street PA 15A

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				
4" Asphalt Concrete (80,717 SF)	Ton	1,918	$ 90.00	$ 172,620.00
6" Aggregate Base Class II (80,717 SF)	Ton	2,906	$ 80.00	$ 232,480.00
6" Curb and Gutter	LF	4,421	$ 25.00	$ 110,525.00
6" Curb Only	LF	324	$ 12.00	$ 3,888.00
Curb Ramp	Each	4	$ 3,500.00	$ 14,000.00
Concrete Cross Gutter & Spandrels	SF	780	$ 22.00	$ 17,160.00
Concrete Sidewalk (4" thick)	SF	14,059	$ 8.00	$ 112,472.00
LED Solar Street Light	Each	6	$ 4,000.00	$ 24,000.00
Adjust Water Valve Cover to Grade	Each	50	$ 250.00	$ 12,500.00
Adjust Sewer Manhole Cover to Grade	Each	15	$ 800.00	$ 12,000.00
Adjust Storm Drain Manhole Cover to Grade	Each	3	$ 800.00	$ 2,400.00
Driveway Approach (8" Thick)	SF	15,240	$ 10.00	$ 152,400.00
Under Sidewalk Drain	Each	1	$ 3,000.00	$ 3,000.00
Traffic Sign	Each	11	$ 400.00	$ 4,400.00
Traffic Markings	Each	4	$ 100.00	$ 400.00
Blue-reflective Fire Hydrant Marker	Each	9	$ 100.00	$ 900.00
Street Name Sign	Each	6	$ 300.00	$ 1,800.00
Sign Post	Each	7	$ 150.00	$ 1,050.00
12" Thermoplastic Traffic Stripe	LF	254	$ 5.07	$ 1,287.78
6" Thermoplastic Traffic Stripe	LF	293	$ 3.05	$ 893.65
Painted Median Nose	Each	2	$ 100.00	$ 200.00
SUBTOTAL				**$ 880,376.43**
CPI Adjustment				**$ 37,504.04**
15% Contingency				**$ 132,056.46**
TOTAL				**$ 1,049,936.93**
			Faithful Performance (100%)	$ 1,049,936.93
			Labor & Material (100%)	$ 1,049,936.93

APPROVED BY
CITY OF BANNING
OCT 16 2023
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/13/2023
Approved By:	
Date Approved:	
Tract No.:	37388-3, Water & Non-potable PA 15A

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" DIP Main w/ Poly Encasement & R.J.	LF	5,200	$ 60.00	$ 312,000.00
8" Fitting	Each	36	$ 250.00	$ 9,000.00
8" Gate Valve	Each	39	$ 2,000.00	$ 78,000.00
Adjust Water Valve to Grade	Each	54	$ 250.00	$ 13,500.00
Residential Fire Hydrant	Each	9	$ 5,200.00	$ 46,800.00
4" blow-Off Assembly	Each	7	$ 3,000.00	$ 21,000.00
1" Air Vacuum Release Valve	Each	14	$ 5,000.00	$ 70,000.00
2" Service	Each	7	$ 1,500.00	$ 10,500.00
Remove Blind Flange & Join Pipe	Each	3	$ 250.00	$ 750.00
1" Service	Each	117	$ 1,200.00	$ 140,400.00
Automatic Flushing System	Each	6	$ 35,000.00	$ 210,000.00
2" Reduced Pressure Backflow Assembly	Each	1	$ 1,500.00	$ 1,500.00
12" Steel Casing	LF	6	$ 70.00	$ 420.00
SUBTOTAL				$ 913,870.00
NON-POTABLE WATER IMPROVEMENTS				
8" DIP Main w/ Poly Encasement & R.J.	LF	209	$ 60.00	$ 12,540.00
Remove Blind Flange & Join Pipe	Each	1	$ 250.00	$ 250.00
1" Air Vacuum Release Valve	Each	1	$ 5,000.00	$ 5,000.00
8" Fitting	Each	3	$ 250.00	$ 750.00
2" Service	Each	1	$ 1,500.00	$ 1,500.00
2" Reduced Pressure Backflow Assembly	Each	1	$ 1,500.00	$ 1,500.00
4" blow-Off Assembly	Each	1	$ 3,000.00	$ 3,000.00
8" Gate Valve	Each	1	$ 2,000.00	$ 2,000.00
Adjust Water Valve to Grade	Each	2	$ 250.00	$ 500.00
Non-potable Water Signage	Each	5	$ 150.00	$ 750.00
SUBTOTAL				$ 27,790.00
SUBTOTAL				**$ 941,660.00**
CPI Adjustment				**$ 40,114.72**
15% Contingency				**$ 141,249.00**
TOTAL				**$ 1,123,023.72**
			Faithful Performance (100%)	$ 1,123,023.72
			Labor & Material (100%)	$ 1,123,023.72

APPROVED BY
CITY OF BANNING
OCT 16 2023
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/13/2023
Approved By:	
Date Approved:	
Tract No.:	37388-3, Sewer PA 15A

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" Sewer Main	LF	4,816	$ 60.00	$ 288,960.00
Manhole	Each	32	$ 4,000.00	$ 128,000.00
Adjust Manhole to Grade	Each	32	$ 800.00	$ 25,600.00
Remove Sewer Plug & Join Pipe	Each	1	$ 250.00	$ 250.00
4" Lateral	LF	2,482	$ 40.00	$ 99,280.00
6" Lateral	Each	79	$ 45.00	$ 3,555.00
SUBTOTAL				**$ 545,645.00**
CPI Adjustment				**$ 23,244.48**
15% Contingency				**$ 81,846.75**
TOTAL				**$ 650,736.23**
			Faithful Performance (100%)	$ 650,736.23
			Labor & Material (100%)	$ 650,736.23

APPROVED BY
CITY OF BANNING
OCT 19 2023
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	10/18/2023
Approved By:	
Date Approved:	
Tract No.:	37388-3
	PA15A

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				
Spike and Washer or 1" Dia. Pipe	Each	375	$ 100.00	$ 37,500.00
SUBTOTAL				**$ 37,500.00**
CPI Adjustment				**$ 1,597.50**
15% Contingency				**$ 5,625.00**
TOTAL				**$ 44,722.50**
			Faithful Performance (100%)	$ 44,722.50
			Labor & Material (100%)	$ 44,722.50

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 37388-1, 37388-2 , 37388-3 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37388-1, 37388-2, 37388-3 Phase 2B-1 Storm Drain Improvements
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: _____

IMPROVEMENT/PLAN NO.: Strom Drain Plans- Approved 11/2023

ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 1,144,713.53
	GRADING	$_____
	MONUMENTATION	$_____
	TOTAL:	$ 1,144,713.53

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Storm Drain Bond# 30202738

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _37388-1, 37388-, 37388-~~3 (including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street,~~ shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

If to the City:	Art Vela Director of Public Works/City Engineer City of Banning 99 E. Ramsey Drive Banning, California 92220
If to the Subdivider:	To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City.

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael C. Taylor
Title: Division President

Date: 10/30/23

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30202738
Premium: $4,235 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract Nos. 37388-1, 37388-2, 37388-3 - Phase 2B-1 - Storm Drain
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract Nos. 37388-1, 37388-2, 37388-3 - Phase 2B-1 - 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 The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million One Hundred Forty-Four Thousand Seven Hundred Thirteen and 53/100 Dollars ($1,144,713.53), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

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 27 2023 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 # 2406696
My Comm. Expires Jun 25, 2026

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

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30202738
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract Nos. 37388-1, 37388-2, 37388-3 - Phase 2B-1 - Storm Drain
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract Nos. 37388-1, 37388-2, 37388-3 - Phase 2B-1 - 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 The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($1,144,713.53), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

One Million One Hundred Forty-Four Thousand Seven Hundred Thirteen and 53/100 Dollars

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL 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 10-30-23 before me, Loretta Saginario-Ballou, 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.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario-Ballou (Seal)

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 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

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 APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

RESOLUTION 2023-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO APPROVE AN ADDENDUM TO THE PREVIOUSLY PREPARED ENVIRONMENTAL IMPACT REPORT (EIR) FOR THE BUTTERFIELD SPECIFIC PLAN AND APPROVE TENTATIVE TRACT MAP 37388, WHICH IS A PROPOSAL TO SUBDIVIDE APPROXIMATELY 119.90 GROSS ACRES OF VACANT LAND FOR THE PURPOSES OF CREATING 530 SINGLE-FAMILY RESIDENTIAL LOTS, SIX PARK LOTS, 26 OPEN SPACE AND LETTERED LOTS, PRIVATE COMMON DRIVEWAYS, AND PUBLIC STREETS ALL WITHIN THE BUTTERFIELD SPECIFIC PLAN (THE "ATWELL" PROJECT)

WHEREAS, an application for Tentative Tract Map No. 37388, attached hereto as Exhibit "A," to subdivide approximately 119.90 gross acres of vacant real property into residential, park, and open space lots, along with private common drives and public streets (the "Project").

WHEREAS, pursuant to Title 16 of the Banning Municipal Code, the Planning Commission has the authority to review and make recommendations to the City Council concerning Tentative Tract Map No. 37388 and on, December 7, 2022 at a duly notice public hearing, the Planning Commission recommended the City Council approve the project;

WHEREAS, the Community Development Department has evaluated the Project's potential effects on the environment as required under the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code, § 21000 *et seq.*) and determined that an Addendum to the previously approved Final Environmental Impact Report for the Butterfield Specific Plan project (SCH No. 2007091149) is required;

WHEREAS, in accordance with Government Coce Sections 66451.3, 65090 and 65091, on December 30, 2022 the City gave public notice, by advertisement in the Record Gazette Newspaper, and by mailing to the owner of the subject real property, the owner's duly authorized agent, the Project applicant, and property owners within 300-feet of the Project site, of a public hearing concerning the Project; and

WHEREAS, in accordance with Banning Municipal Code Section 16.12.080, on January 10, 2023, the City Council held a public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the Project, and at which the City Council considered Tentative Tract Map No. 37388.

NOW THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows

SECTION 1. California Environmental Quality Act and Multiple Species Habitat Conservation Plan Findings. The City Council of the City of Banning accepts the Planning Commissions recommendation of approval and makes the following environmental findings and determinations in connection with the approval of the Project:

The EIR prepared for the Butterfield Specific Plan analyzed the potential development of residential, potential golf course, parks, open space, school sites, and commercial uses. The total acreage proposed within the Specific Plan is 1,543 acres. A maximum of 5,387 dwelling units resulting average overall gross residential density of the Project is 5.7 dwelling units per acre. The Project proposes a total of 937.4 acres (60.8 percent) of the Specific Plan area for residential development in Planning Areas which vary in density from 3 du/ac to 18 du/ac. The residential planning areas propose a mix of conventional single-family detached homes on lots anticipated to range in size from a minimum size of 2,000 square feet for medium-density residential to a minimum average of 10,000 square feet (SF) for some low-density residential areas. In addition, multifamily housing is proposed, and clustering of housing is permitted.

The EIR analyzed the potential environmental impacts from this type of development in the areas of: aesthetics: light and glare, agricultural resources, air quality, biological resources, climate change, cultural resources, geology: spoils and seismicity, greenhouse gas emissions, hydrology and water quality, land use and planning, noise, traffic circulation, water supply, and public services and utilities. The EIR concluded that the minor modification to the Butterfield Specific Plan (approved on February 14, 2017) had the potential for significant and unavoidable Project-related and/or cumulative impacts would occur if the Butterfield Specific Plan Project is implemented as currently proposed. The result of the Project upon Aesthetics, Light and Glare; Air Quality; Climate Change/Greenhouse Gases; Noise; and Traffic and Transportation would be significant and unavoidable even after the imposition of mitigation and regulatory compliance. The City Council determined that the benefits of the Butterfield Specific Plan outweighed the Project's environmental impacts and adopted a Statement of Overriding Considerations on February 14, 2017. The EIR was certified on February 14, 2017 and was never challenged. It is now final, beyond challenge, and conclusive in all respects.

The minor modification, to the Butterfield Specific Plan, was adopted on February 14, 2017, by way of City Council Resolution No. 2017-007. General Plan Amendment No. 16-2501 reflected the removal of the proposed extension of Highland Home Road to Brookside Avenue and Cherry Valley Boulevard. That EIR was certified on February 14, 2017 and became effective immediately. It was never challenged and is now final, beyond challenge, and in effect for all purposes.

The Project proposes development consistent with that analyzed in the EIR. The Project proposes to subdivide approximately 119.90 gross acres of vacant land for the purposes of creating 530 single-family residential lots, 6 park lots, 26 open space lettered lots, private common driveways, and public streets, all within the Butterfield Specific Plan.

The mitigation measures imposed as part of the prior EIR remain valid and applicable to the Project and are incorporated into the Project Conditions of Approval No. 2. The same benefits described in the Statement of Overriding Considerations for to the Specific Plan remain applicable to the Project.

The prior EIR has been reviewed to determine if the Project is within the scope of what was analyzed in the EIR. Based on this review and analysis, an addendum has been

prepared pursuant to Public Resources Code Section 21166 and CEQA Guidelines Sections 15162, 15164, and 15168(c). CEQA Guidelines Section 15164(a) provides that the lead agency "shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred." CEQA Guidelines Section 15164(c) further provides that an "addendum need not be circulated for public review but can be included in or attached to the final EIR" and CEQA Guidelines Section 15164(e) provides that a "brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included" in the addendum, the agency's findings, or elsewhere in the administrative record.

The Addendum evaluated the Project's potential environmental effects in light of those effects previously disclosed in the prior EIR to determine whether any of the conditions described in CEQA Guidelines Section 15162 calling for subsequent CEQA review have occurred.

All environmental impacts of Butterfield Specific Plan (including those impacts related to the subdivision, such as those proposed by the Project) were analyzed, disclosed, and mitigated as set forth in the EIR (SCH# 2007091149) that was certified on February 14, 2017; this conclusion is supported by the detailed Addendum. Therefore, any potential environmental impacts resulting from the types of land development proposed by the Project already have been analyzed and disclosed in the certified EIR that is now final in all respects and is beyond challenge. Furthermore, a subsequent EIR is not required as discussed below.

Public Resources Code Section 21166 and the corresponding CEQA Guidelines Section 15162 provide that no subsequent EIR shall be prepared for a project unless, on the basis of substantial evidence in the light of the whole record, "major revisions" of the EIR are needed to reflect (i) substantial changes to the project involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (ii) substantial changes to the circumstances under which the project is undertaken involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or (iii) new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete, showing that the project will have one or more significant effects not discussed in the previous EIR, or significant effects previously examined will be substantially more severe than shown in the previous EIR, or mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative, or mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. At this point in the process, "in-depth review has already occurred, the time for challenging the sufficiency of the original EIR has long since expired, and the question is whether circumstances have changed enough to justify repeating a substantial portion of the process." (Bowman v. City of Petaluma (2008) 185

Cal.App.3d 1065, 1073-1074.) As a result, any issues with the earlier Subsequent EIR that were raised or could have been raised are barred from further consideration. (Comm. for Green Foothills v. Santa Clara County Bd. of Supervisors (2010) 48 Cal.4th 32, 50.)

No information has been presented to the City demonstrating that any of the criteria set forth in Public Resources Code Section 21166, or CEQA Guidelines Sections 15162 or 15163, are present.

(1) No information has been presented to the City to demonstrate that any substantial changes have occurred with respect to the Project involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Rather, the Project proposes the same type of land uses analyzed in the EIR and approved as part of Butterfield Specific Plan. The Project therefore serves to implement the vision for the area described in Butterfield Specific Plan and is consistent the land use envisioned in the Specific Plan and its Subsequent EIR. Furthermore, the Addendum comprehensively analyzed the Project in comparison to the EIR in each environmental impact area and concluded that there are no new or substantially greater impacts than those previously disclosed, analyzed, and mitigated (to the extent feasible) in the EIR. City Staff finds that the Addendum, including its supporting technical reports, constitutes substantial evidence in support of this conclusion.

(2) No information has been presented to the City to demonstrate that any substantial changes have occurred with respect to the circumstances under which the Project is undertaken involving new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The Project remains consistent with the Project described in the prior EIR for Butterfield Specific Plan. There have been no changes to the Specific Plan area that would alter the ability of the Project to remain consistent with the Specific Plan and the environmental impacts analyzed in the prior EIR.

(3) No information has been presented to the City to demonstrate that there is any new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete showing that the Project will have any significant or more severe effects than those discussed in the prior EIR, or that additional mitigation measures or alternatives would substantially reduce any significant effects on the environment disclosed in the prior EIR. No information, let alone substantial evidence, has been presented to suggest that the current Project has environmental impacts beyond those previously analyzed, disclosed, and mitigated as set forth in the SEIR. No information regarding any purported greater environmental impacts, or the need for additional mitigation or alternatives, has been presented.

The City Staff finds, in the exercise of its independent judgment and based on substantial evidence in the whole of the record, that no further environmental review is required, including pursuant to Public Resources Code Section 21166, or CEQA Guidelines Sections 15162 or 15163 because (i) the Project will not have new or substantially more severe impacts than what was disclosed in the EIR; (ii) all applicable mitigation measures in the EIR remain applicable to the Project and are imposed on the Project as a condition

of approval; and (iii) the Project will not require any new mitigation measures, all as documented in the Addendum. The Addendum and its supporting technical reports and memoranda constitute substantial evidence in support of the City Council's conclusion and findings. The City Council hereby adopts the Addendum.

Multiple Species Habitat Conservation Plan (MSHCP). The Project EIR's mitigation measures, including submittal of a Determination of Biologically Equivalent of Superior Preservation (DBESP), ensure consistency with the Western Riverside County MSHCP. These mitigation measures will be incorporated into future development approvals as required by the Project Mitigation Monitoring and Reporting Program to ensure consistency with the MSHCP.

SECTION 2. Findings for Recommendation of Approval of Tentative Tract Map No. 37388. The City Council of the City of Banning does hereby find and determine that Tentative Tract Map No. 37388 should be approved because:

A. Finding: Tentative Tact Map No. 37388 is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and the Butterfield Specific Plan.

Findings of Fact:
The General Plan land use designation for the site is classified as Specific Plan; the Butterfield Specific Plan includes land use designations of Low Density Residential, Medium Density Residential, Open Space, and Parks uses within the proposed Project area. The proposed Tentative Tract Map No. 37388 is consistent with the City's General Plan in that as it will provide for a range of housing types, parks, and open space as envisioned by the General Plan's Land Use element and an efficient transportation system as envisioned by the General Plan's Circulation element. It is consistent with the Butterfield Specific Plan as it provides for land uses consistent with those designated for the Project area by the Specific Plan land use map. As such, the proposed Tentative Tract Map No. 37388 is consistent with the objectives, policies, general land uses, and programs specified in the City's General Plan and the Butterfield Specific Plan.

B. Finding: The design and improvement of the subdivision proposed under Tentative Tract Map No. 37388 is consistent with the City's General Plan and the Butterfield Specific Plan.

Findings of Fact:
The design and improvement of the proposed subdivision is consistent with the City's General Plan and the Butterfield Specific Plan in that it will provide for a range of housing to meet the needs of the City's residents, and an efficient transportation system as envisioned by the General Plan, and is designed to meet City standards, including providing satisfactory pedestrian and vehicular circulation, emergency vehicle access and on site

improvements, such as streets, utilities, and drainage facilities consistent with the Specific Plan.

C. Finding: The subject site is physically suitable for the type of development proposed under Tentative Tract Map No. 37388.

Findings of Fact:
The Project site transitions from relatively flat land at the northeast corner of Highland Springs Avenue and Wilson Street to the foothills of the San Bernardino Mountains. Major access to the Project site is provided by Highland Springs Avenue and Wilson Street. Analysis of the Project site relative to the physical suitability of the site for development was included in previous approvals for the Butterfield Specific Plan and the site is physically suitable for the proposed development as allowed under the Butterfield Specific Plan.

D. Finding: The site is physically suitable for the proposed density of development under Tentative Tract Map No. 37388.

Findings of Fact:
The Project site transitions from relatively flat land at the northeast corner of Highland Springs Avenue and Wilson Street to the foothills of the San Bernardino Mountains. Major access to the site is provided by Highland Springs Avenue and Wilson Street. Analysis of the Project site relative to the physical suitability for density of development was included in the approvals for the Butterfield Specific Plan, and the proposed number of dwelling units is lower than that allowed under the Butterfield Specific Plan.

E. Finding: The design of the subdivision and improvements proposed under Tentative Tract Map No. 37388 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

Findings of Fact:
Potential environment issues associated with the proposed Tentative Tract Map No. 37388 were analyzed in the previously certified Environmental Impact Report for the Butterfield Specific Plan project (SCH No. 2007091149), as amended by the Addendum approved by the City Council in February 2017. With the imposition of mitigation measures, the Project will not have a significant effect on biological resources. There have been no substantial changes in the Project, nor in the circumstances under which the Project is undertaken, that will require major revisions of the prior certified EIR; nor is there new information that shows that the Project will have a significant environmental effect or an effect more severe than originally thought. Therefore, the proposed Tentative Tract Map No. 37388 is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

F. Finding: The design of the subdivision and improvements proposed under Tentative Tract Map No. 37388 is not likely to cause serious health problems.

Findings of Fact:
The proposed Tentative Tract Map No. 37388 is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance and the Butterfield Specific Plan, and the Project has been conditioned to comply with all applicable Specific Plan requirements and requirements of the City's ordinances, codes, and standards. In addition, the design and construction of improvements are conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare.

G. Finding: The design of the subdivision and improvements proposed under Tentative Tract Map No. 37388 will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision.

Findings of Fact:
Tentative Tract Map No. 37388 does not conflict with any easements for access through or use of property within the proposed subdivision.

H. Finding: The design of the proposed Tentative Tract Map No. 37388 provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision.

Findings of Fact:
Tentative Tract Map No. 37388 does not propose any design features that would conflict with future passive or natural heating or cooling opportunities.

SECTION 2. The City Council approves Tentative Tract Map No. 37388 with Conditions. Based on the foregoing, the City Council of the City of Banning hereby approves Tentative Tract Map No. 37388, attached hereto as Exhibit "A," a subdivision of approximately 119.90 gross acres into 530 single family lots, six lots for parks, 26 open space lots, common private drives and public streets on real property located north of Meadowline Way, east of Highland Springs Avenue, and west of Highland Home Road/Meridian Avenue. APNs: 408-570-001 and 002, 408-570-005 through 008, 408-570-018 and 019, and portions of 408-570-003 and 004, 408-570-023 and 408-580-046, subject to the recommended Conditions of Approval attached as Exhibit "B".

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 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 2023-04, 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.

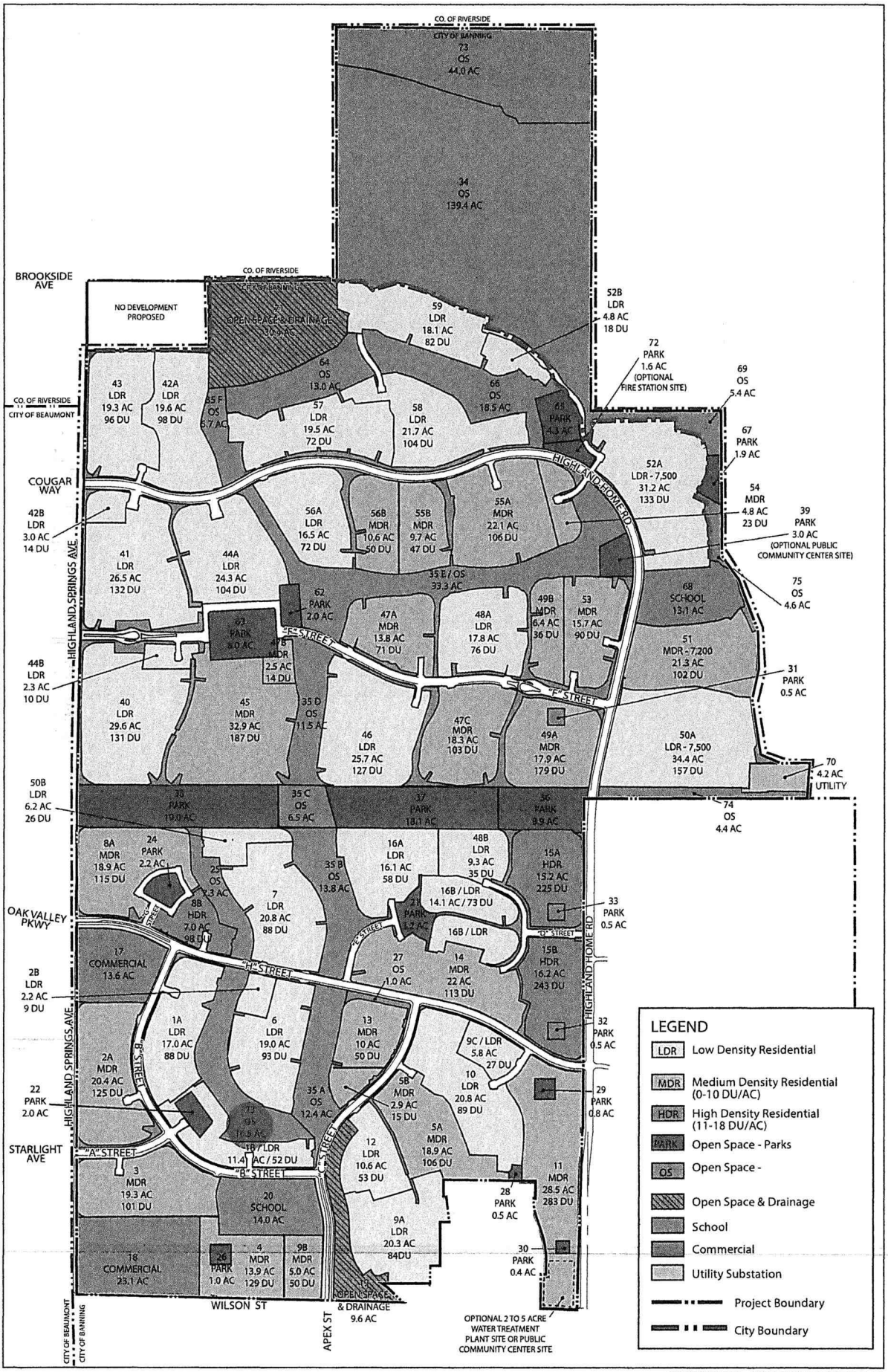
NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Exhibit A
Tentative Tract Map No. 37388



PARDEE HOMES • BUTTERFIELD SPECIFIC PLAN

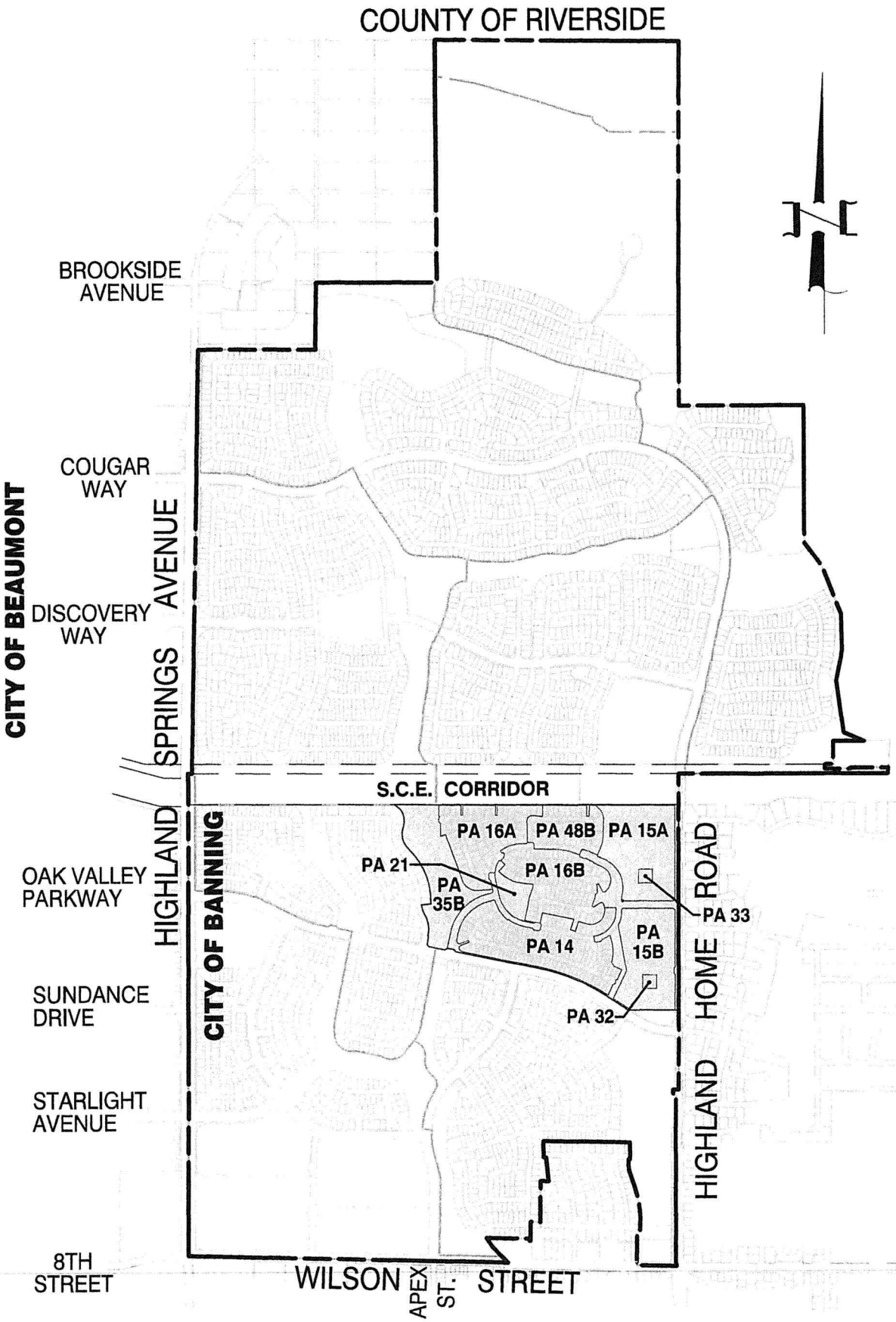
Michael Baker INTERNATIONAL

NOT TO SCALE

2/15/2017 JN 152356

Land Use Plan

EXHIBIT 3.1A



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

SHEET INDEX

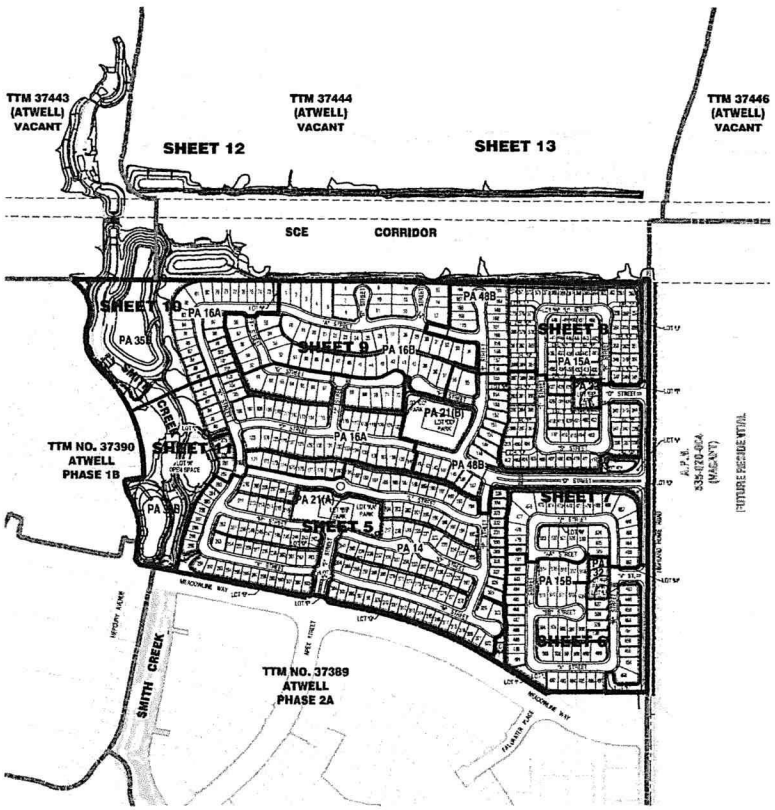
SHEET 1	TITLE SHEET / SHEET INDEX
SHEET 2	NOTES
SHEET 3	STREET / SITE SECTIONS
SHEET 4	AREA SUMMARIES
SHEETS 5-13	MAP SHEETS
SHEET 14	TYPICAL LOT GRADING DETAIL, PA 15A
SHEETS 15 & 16	EASEMENT DISPOSITION MAPS

LOT INDEX

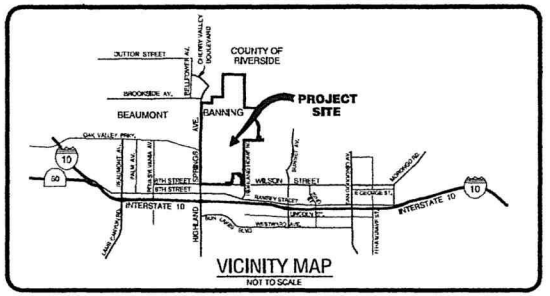
LOTS 1-72	(PA 16B)	SHEETS 7, 9, 11
LOTS 73-139	(PA 16A)	SHEETS 10, 11
LOTS 140-170	(PA 48B)	SHEETS 7, 8
LOTS 171-335	(PA 14)	SHEETS 5, 11
LOT 336-432	(PA 15A)	SHEETS 7, 8
LOT 433-533	(PA 15B)	SHEETS 6, 7
LOT 'AA'-'BB'	(PA 21A / FARK)	SHEET 5
LOT 'CC'-'DD'	(PA 21B / FARK)	SHEET 7
LOT 'EE'	(PA 33 / FARK)	SHEET 7
LOT 'FF'	(PA 32 / FARK)	SHEET 6
LOTS 'A'-	(PA 35B / OPEN SPACE)	SHEETS 5, 10, 11
LOTS 'B'-'Z'	(OPEN SPACE / DRAINAGE)	SHEETS 5, 6, 7, 8, 9, 10, 11

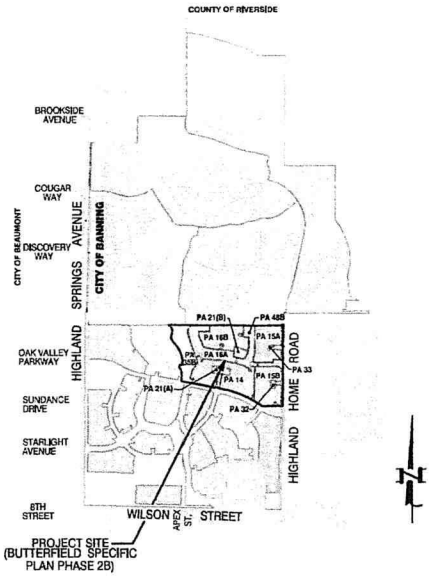
LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE



SHEET INDEX MAP
SCALE: 1"=300'





ATWELL PROJECT KEY MAP
SCALE: 1"=1500'

EDWARD J. LENTH RCE 052496
EXP. DATE: DECEMBER 31, 2022
7-14-22

DATE	NO.	REVISIONS

APPLICANT/DEVELOPER/OWNER

tri pointe HOMES
1250 Corona Pointe Court
Suite 650
Corona, CA 92879
(951) 428-4400

ENGINEER

MDS MORSE SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B & 48B
TITLE SHEET/ SHEET INDEX
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388

LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- STREET CENTERLINE
- SIDEWALK
- DG TRAIL
- DAYLIGHT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED STREET AT CENTERLINE (22' / 26')
- FLOWLINE
- PAD ELEVATION (2415)
- LOT NUMBER (100)
- HIGHEST RESIDENTIAL LOT NUMBER (530)
- PROPOSED STORM DRAIN
- PROPOSED SANITARY SEWER
- PROPOSED POTABLE WATER
- PROPOSED NON-POTABLE WATER
- EXISTING STORM DRAIN
- EXISTING SANITARY SEWER
- EXISTING POTABLE WATER
- EXISTING TELEPHONE
- EXISTING ELECTRIC
- EXISTING CATV
- PROPOSED STREET GRADE (1.0%)
- EXISTING GAS LINE
- PROPOSED RETAINING WALL
- PROPOSED RETAINING WALL HEIGHT (3.5' MIN.)
- PLANNING AREA BOUNDARY
- PLANNING AREA DESIGNATION (PA 14)
- PROPOSED EASEMENT (TYPE PER PLAN)

ABBREVIATIONS

Δ	DELTA
AC	ACREAGE
AVG.	AVERAGE
DU	DWELLING UNIT
DW	DOMESTIC WATER
EX.	EXISTING
FL	FLOWLINE
G	GAS
GB	GRADE BREAK
HP	HIGH POINT
L	LENGTH
LP	LOW POINT
MAX	MAXIMUM
MIN	MINIMUM
NO.	NUMBER
PA	PLANNING AREA
PI	POINT OF INTERSECTION
R	RADIUS
RCW	NON-POTABLE WATER
R/W	RIGHT OF WAY
RW	RETAINING WALL
SD	STORM DRAIN
SS	SANITARY SEWER
ST.	STREET
SQ. FT.	SQUARE FEET
TC	TOP OF CURB

UTILITIES

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3251

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3251

ELECTRIC
CITY OF BANNING
176 EAST LINCOLN STREET
BANNING, CA, 92220
(951) 922-3255

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 792-5157

TRASH
CITY OF BANNING
c/o WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3130

TELEPHONE
FRONTIER COMMUNICATION
290 SOUTH LOCUST STREET
POMONA CA, 91766
(909) 397-0042

CABLE
SPECTRUM CABLE
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951) 3294447

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA, 92220
(951) 922-3130

FLOOD ZONE NOTE

THE SUBJECT PROPERTY IS DESIGNATED AS LYING WITHIN ZONE "A" AND ZONE "X" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP: COMMUNITY PANEL NUMBERS 06065C0809G AND 06065C0808G, DATED AUGUST 28, 2008, REVISED TO REFLECT LOMR EFFECTIVE SEPTEMBER 29, 2020.

ZONE "A" BEING DEFINED AS "AREAS OF 100-YEAR FLOOD BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED".

ZONE "X" BEING DEFINED AS "AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

ZONE "X" BEING DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD" AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "FRAN" AND "MATH" (POSITIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1986.0), AS SHOWN ON THE MAP FILED IN BOOK 192, PAGES 50 THROUGH 55 OF RECORDS OF SURVEY IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA. BEING NORTH 52° 49'20" 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, 0.01 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM 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.

LEGAL DESCRIPTION

35356
LOTS 1, 2, 5, 6, 7, & 18, 12, 5, Q, 4 AND PORTIONS OF LOT 3, 4, C AND D OF TRACT MAP NO. 35356 FILED IN BOOK 475 OF MAPS, PAGES 94 THROUGH 107, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

35367
PORTIONS OF LOTS 46 AND D OF TRACT MAP NO. 35367 FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSORS PARCEL NUMBERS

408-670-001, 408-670-002, 408-673-025, 408-670-006, 408-673-027, 408-670-028, 408-670-018, 408-670-012 AND PORTIONS OF 408-670-003, 408-670-004, 408-670-023, 408-670-045 AND 408-670-046.

NOTES

2. PROPOSED SEWER EASEMENT (SHEETS 5-7,9-11)
3. PROPOSED STORM DRAIN EASEMENT (SHEETS 5-7)
4. PROPOSED WATER EASEMENT (SHEETS 5-9)
5. PROPOSED SMITH CREEK DROP STRUCTURE (SHEET 7, 10-12)
6. PROPOSED DRAINAGE DITCH (SHEETS 8-10)
7. PROPOSED SIGHT DISTANCE LINE (SHEETS 5-9 & 11)
8. PROPOSED LIMITED USE AREA (SHEETS 5-9 & 11)
9. PROPOSED PARKWAY DRAIN (SHEET 8)
10. JOIN WATER PER PHASE 2A (SHEET 5)
11. JOIN NON-POTABLE WATER PER PHASE 2A (SHEETS 5-7)
12. JOIN SEWER PER PHASE 2A (SHEETS 5 & 6)
13. JOIN STORM DRAIN PER PHASE 2A (SHEETS 5-7 & 11)
14. PROPOSED WATER PER PHASE 2A (SHEETS 5-7)
15. PROPOSED NON-POTABLE WATER PER PHASE 2A (SHEETS 5 & 6)
16. EXISTING 30" GAS (SHEETS 5 & 6)
17. PROPOSED PUBLIC TRAIL EASEMENT (SHEETS 5, 6 & 11)
18. PROPOSED ROUNDABOUT (SHEETS 5, 7 & 11)
19. PROPOSED SEWER PER PHASE 2A (SHEET 6)
20. PROPOSED STORM DRAIN PER PHASE 2A (SHEET 6)
21. PROPOSED EMERGENCY ACCESS (SHEETS 7-9)
22. PROPOSED LOT 220 ACCESS FROM 9TH STREET (SHEET 5)

LAND USE SUMMARY

LOTS	LAND USE	ACREAGE	PERCENT (%)
1-530	SINGLE-FAMILY RESIDENTIAL	66.46 AC	57.10%
"AA"-"FF"	PARKS	5.15 AC	4.30%
"A" - "Z"	OPEN SPACE	17.45 AC	14.65%
	HIGHLAND HOME ROAD	1.78 AC	1.49%
	STREETS "K" - "BB"	25.82 AC	21.25%
	COMMON DRIVES A - O	1.46 AC	1.22%
	GROSS ACREAGE	119.90 AC	100%

TENTATIVE TRACT NO. 37388

NUMBER OF LOTS:	TOTAL	531
	SINGLE FAMILY RESIDENTIAL	530
	PARKS	1
	OPEN SPACE	26
	LOCAL STREETS	26
	MODIFIED MAJOR HIGHWAY	1

GROSS ACREAGE: 119.90 AC
CONTOUR INTERVAL: 1 FOOT
DATE: JULY 14, 2022

STREET AREA SUMMARY

STREETS	ACREAGE
HIGHLAND HOME ROAD	1.78 AC
"K" STREET	1.39 AC
"L" STREET	0.29 AC
"M" STREET	0.23 AC
"N" STREET	3.14 AC
"O" STREET	0.32 AC
"P" STREET	0.38 AC
"Q" STREET	1.27 AC
"H" STREET	0.53 AC
"I" STREET	1.36 AC
"J" STREET	0.68 AC
"K" STREET	1.57 AC
"L" STREET	1.68 AC
"M" STREET	1.26 AC
"N" STREET	2.12 AC
"O" STREET	0.43 AC
"P" STREET	0.34 AC
"Q" STREET	0.68 AC
"R" STREET	0.38 AC
"S" STREET	0.64 AC
"T" STREET	0.96 AC
"U" STREET	0.57 AC
"V" STREET	0.26 AC
"W" STREET	0.29 AC
"X" STREET	0.59 AC
"Y" STREET	1.22 AC
"Z" STREET	0.61 AC
"AA" STREET	0.36 AC
"BB" STREET	0.38 AC
TOTAL ACREAGE	27.35 AC

OPEN SPACE AREA SUMMARY

LOTS	ACREAGE
LOT "A"	13.89 AC
LOT "B"	0.36 AC
LOT "C"	0.23 AC
LOT "D"	0.54 AC
LOT "E"	0.23 AC
LOT "F"	0.32 AC
LOT "G"	0.34 AC
LOT "H"	0.25 AC
LOT "I"	0.12 AC
LOT "J"	0.22 AC
LOT "K"	0.40 AC
LOT "L"	0.25 AC
LOT "M"	0.22 AC
LOT "N"	0.54 AC
LOT "O"	0.25 AC
LOT "P"	0.49 AC
LOT "Q"	0.41 AC
LOT "R"	0.18 AC
LOT "S"	0.23 AC
LOT "T"	0.25 AC
LOT "U"	0.13 AC
LOT "V"	0.22 AC
LOT "W"	0.32 AC
LOT "X"	0.10 AC
LOT "Y"	0.07 AC
LOT "Z"	0.16 AC
TOTAL ACREAGE	17.45 AC

GENERAL INFORMATION

1. EXISTING LAND USE: VACANT
2. EXISTING ZONING: BUTTERFIELD SPECIFIC PLAN
3. EXISTING GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
4. PROPOSED LAND USE:
   SINGLE-FAMILY RESIDENTIAL
   PARKS
   OPEN SPACE
5. PROPOSED ZONING: BUTTERFIELD SPECIFIC PLAN
6. PROPOSED GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
7. ADJACENT LAND USES:
   NORTH: VACANT/USE EASEMENT/FUTURE SINGLE-FAMILY RESIDENTIAL
   EAST: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   SOUTH: VACANT/FUTURE SINGLE-FAMILY RESIDENTIAL/FUTURE MEADOWLINE WAY
   WEST: VACANT/FUTURE SINGLE-FAMILY RESIDENTIAL
8. PARK REQUIREMENTS TO BE MET BY THE DEDICATION AND CONSTRUCTION OF PARKS.
9. SCHOOL DISTRICTS:
   ELEMENTARY: BEAUMONT UNIFIED SCHOOL DISTRICT
   MIDDLE SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT
   HIGH SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT
10. PAD ELEVATIONS SHOWN HEREON MAY BE ADJUSTED PLUS OR MINUS 2 FEET.
11. MULTIPLE FINAL MAPS MAY BE FILED PURSUANT TO SECTION 66456.1 OF THE CALIFORNIA GOVERNMENT CODE.
12. THIS TENTATIVE TRACT MAP IS WITHIN THE APPROVED BUTTERFIELD SPECIFIC PLAN.
13. ALL PROPOSED MANUFACTURED SLOPES SHALL BE A MAXIMUM OF 2:1, UNLESS OTHERWISE NOTED ON THE TENTATIVE TRACT MAP.
14. PRELIMINARY EARTHWORK QUANTITIES (ADJUSTED):
    CUT: 1,748,329 CY FILL: 2,123,247 CY
    IMPORT: 374,327 CY
15. GEOTECHNICAL/SOILS INVESTIGATION REPORT WAS PREPARED BY GEOCON WEST INC. DATED OCTOBER 11, 2017.
16. THERE ARE NO HABITABLE STRUCTURES WITHIN THE BOUNDARIES OF THIS TENTATIVE TRACT MAP.
17. ALL PROPOSED STREETS WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING.
18. THE DEVELOPER/APPLICANT SHALL RESERVE THE RIGHT TO MERGE LOTS ON THE FINAL MAP.
19. THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONES "A" AND "X" BY FEMA, FIRM PANEL NUMBER 806 OF 3625, MAP NUMBER 06065C0809G, DATED AUGUST 28, 2008, REVISED TO REFLECT LOMR EFFECTIVE SEPTEMBER 29, 2020.
20. THIS TENTATIVE TRACT MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF LAND BEING SUBDIVIDED.
21. TOPOGRAPHIC SURVEY WAS FLOWN AND COMPILED BY DON READ CORPORATION, DATED MAY 10, 2017.
22. A PORTION OF THIS TENTATIVE TRACT MAP IS SUBJECT TO OVERFLOW, INUNDATION OR FLOOD HAZARD.
23. FINAL DESIGN SHALL COMPLY WITH THE NPDES/LID REQUIREMENTS OUTLINED BY THE CITY OF BANNING.
24. PROPOSED OPEN SPACE / DRAINAGE LOT "M" SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
25. PROPOSED OPEN SPACE LOTS "B" - "O" SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
26. PROPOSED PARK LOTS "AA"-"FF" SHALL BE MAINTAINED BY AN APPROVED H.O.A.
27. ALL PROPOSED RESIDENTIAL LOTS SHALL MAINTAIN MINIMUM GRADE FROM REAR OF THE LOT TO THE STREET IN ACCORDANCE WITH LATEST CALIFORNIA BUILDING CODE.
28. FIRE PROTECTION SHALL BE PROVIDED BY THE CITY OF BANNING.
29. ALL PROPOSED ON-SITE STORM DRAIN FACILITIES, SIZE AND LOCATION ARE PRELIMINARY AND SUBJECT TO FINAL HYDRAULIC CALCULATIONS ACCEPTABLE TO THE CITY OF BANNING.
30. ALL PROPOSED WATER QUALITY BASINS (SWP) SHALL BE MAINTAINED BY AN APPROVED H.O.A.
31. ALL PROPOSED ON-SITE STORM WATER DISCHARGE FROM THIS TENTATIVE TRACT MAP SHALL BE TREATED BY PERMANENT ON-SITE TREATMENT CONTROL BMPS FOR TRASH AND DEBRIS OF OFF-SITE AND ON-SITE PRIOR TO DISCHARGE TO ANY EXISTING OR PROPOSED DRAINAGE FACILITY.
32. ALL DIMENSIONS ON THIS TENTATIVE TRACT MAP ARE APPROXIMATE.
33. ALL LANDSCAPING WITHIN EACH INDIVIDUAL RESIDENTIAL LOT SHALL BE MAINTAINED BY THE HOMEOWNER.
34. PLANNING AREA 35B OCCURS IN TTM NO. 37306 (5.15 ACRES OF PHASE 1B) AND TTM NO. 37388 (13.88 ACRES OF PHASE 2B). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 35B IS 19.98 ACRES WHICH IS 1.30% ABOVE THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 19.8 ACRES.
35. ALL PROPOSED COMMON DRIVES WITHIN THIS TENTATIVE TRACT MAP ARE PRIVATE AND SHALL BE MAINTAINED BY AN APPROVED HOMEOWNERS ASSOCIATION.

PLANNING AREA SUMMARY

PROPOSED TENTATIVE TRACT 37388

PLANNING AREA (PA)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER LOTS (DU)	GROSS DENSITY (DU/AC)	RESIDENTIAL AREA (ACRE)	STREETS (ACRE)	LOT SIZE (MIN)	PAD SIZE (MIN)	LOT AREA MIN (SQ. FT.)	LOT AREA MAX (SQ. FT.)	LOT AREA AVG (SQ. FT.)
14	MDR	25.87	103	6.4	16.07	7.80	47' x 75'	47' x 75'	3,525	6,662	4,529
15A	MDR	15.03	117	7.8	10.77	4.26	40' x 84'	40' x 84'	2,563	8,053	4,810
15B	LDR	16.79	78	4.6	13.15	3.63	52' x 109'	52' x 109'	5,890	10,545	8,735
16A	MDR	12.98	66	5.3	8.35	3.36	42' x 109'	42' x 109'	4,698	10,715	8,996
16B	LDR	16.55	72	4.4	13.08	3.43	52' x 109'	52' x 109'	5,949	14,725	7,884
48B	MDR	7.44	38	6.1	4.83	2.21	42' x 109'	42' x 109'	4,598	10,644	8,432
21(A/B)	PARK	4.87									
32	PARK	8.57									
33	PARK	8.51									
35B &	OS	13.58									

NOTE:

* PORTION OF PLANNING AREA WITHIN TTM NO. 37388. SEE NOTE 34 IN GENERAL INFORMATION AT RIGHT.
** PA 15A STREET AREA INCLUDES COMMON DRIVES.

PER BUTTERFIELD SPECIFIC PLAN, 2017

PLANNING AREA (PA)	LAND USE (TYPE)	GROSS AREA (ACRE)	NUMBER LOTS (DU)
14	MDR	23.8	113
15A	MDR	15.2	225
15B	MDR	16.2	243
16A	LDR	16.1	58
16B	LDR	14.1	73
48B	LDR	9.3	35
21	PARK	3.2	
32	PARK	8.6	
33	PARK	8.5	
35B	OS	13.3	

LEGEND

LDR	LOW DENSITY RESIDENTIAL
MDR	MEDIUM DENSITY RESIDENTIAL
HDR	HIGH DENSITY RESIDENTIAL
OS	OPEN SPACE
PARK	PARK - RECREATION

DATE:	NO.	REVISIONS

PREPARED FOR:

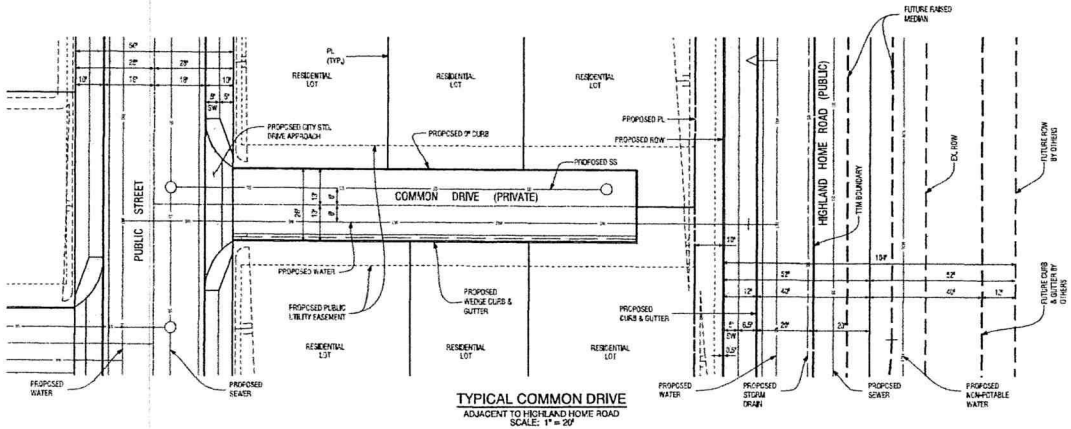
tri pointe HOMES
1260 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 425-1400

PREPARED BY:

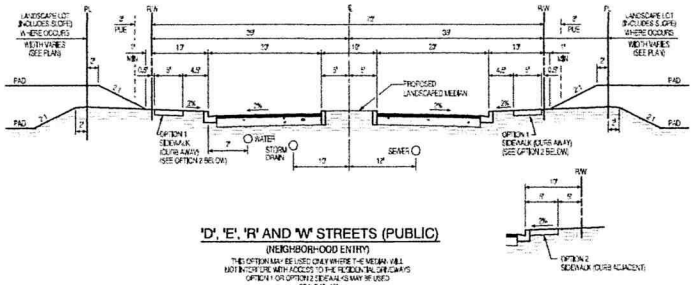
MDS CONSULTING
MCKEE SCHULTZ
1700 Kendall Avenue
Suite 100
Indio, CA 92201
Voice: 760-251-6021
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
NOTES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 2 OF 16

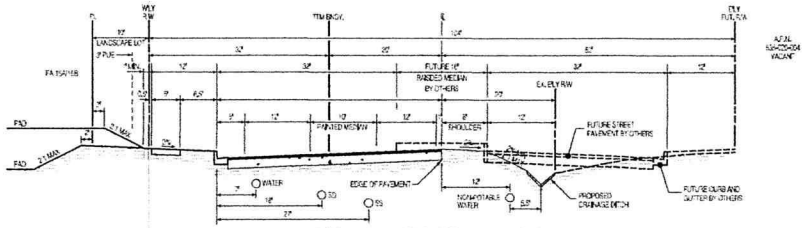
PHASE 2B - TENTATIVE TRACT MAP NO. 37388



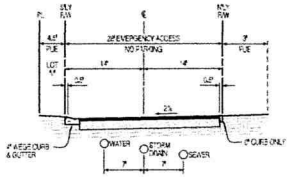
TYPICAL COMMON DRIVE
ADJACENT TO HIGHLAND HOME ROAD
SCALE: 1" = 20'



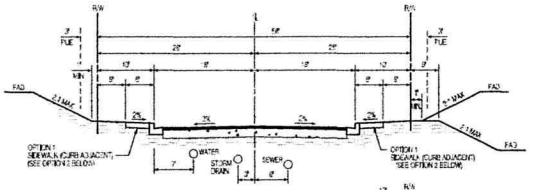
'D', 'E', 'R' AND 'W' STREETS (PUBLIC)
(NEIGHBORHOOD ENTRY)
THIS OPTION MAY BE USED ONLY WHERE THE MEDIAN WILL NOT INTERFERE WITH ACCESS TO THE RESIDENTIAL DRIVEWAYS
OPTION 1 OR OPTION 2 SIDEWALKS MAY BE USED
SCALE 1"=10'



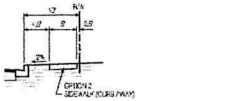
HIGHLAND HOME ROAD (PUBLIC)
(MODIFIED MAJOR HIGHWAY)
(NORTH OF GILMAN STREET)
SCALE 1"=10'

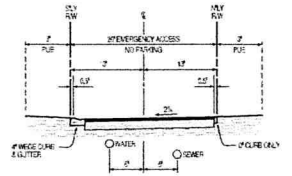


PA 15A COMMON DRIVE 'A' (PRIVATE)
SCALE 1"=10'

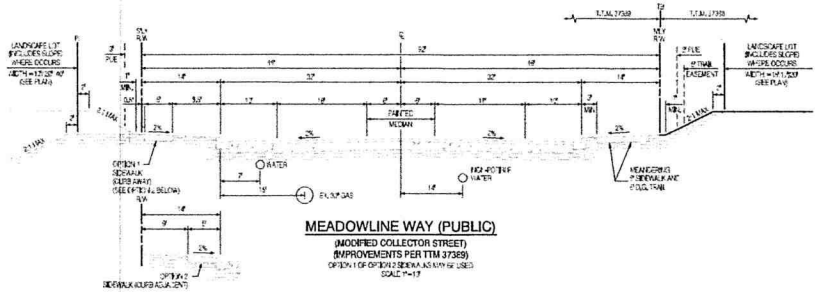


'A'-'D', 'F'-'Q', 'S'-'V', 'X'-'Z' &
'AA' -'BB STREETS (PUBLIC)
(MODIFIED LOCAL RESIDENTIAL STREET)
OPTION 1 OR OPTION 2 SIDEWALKS MAY BE USED
WEDGE CURB & GUTTER MAY BE USED IN LIEU OF CITY STD. CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN
SCALE 1"=10'

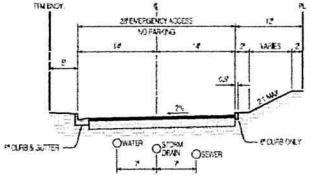




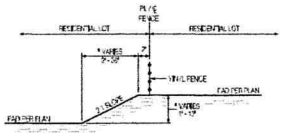
PA 15A COMMON DRIVES 'B'-'Q' (PRIVATE)
SCALE 1"=10'



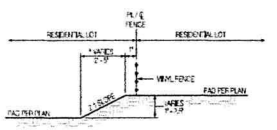
MEADOWLINE WAY (PUBLIC)
(MODIFIED COLLECTOR STREET)
(IMPROVEMENTS PER TTM 37389)
OPTION 1 OR OPTION 2 SIDEWALKS MAY BE USED
SCALE 1"=10'



PA 15B ACCESS ROAD (PRIVATE)
SCALE 1"=10'



TYPICAL REAR-YARD SLOPE SECTION
REAR YARD SLOPE SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS



TYPICAL SIDE-YARD SLOPE SECTION
* SIDEYARD SLOPES SHALL BE LANDSCAPED AND MAINTAINED BY HOMEOWNER
NTS

DATE	NO.	REVISIONS

PREPARED FOR:
tri pointe HOMES
1260 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 628-4400

PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
STREET SECTIONS
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 3 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388

RESIDENTIAL LOT SUMMARY

PLANNING AREA 14 (MDR)

LOT AREA SUMMARY
LOTS 171 - 335

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
171	6,561	6,749
172	4,918	4,264
173	4,994	4,220
174	4,934	4,127
175	4,934	4,040
176	4,997	4,095
177	5,870	4,855
178	5,906	4,441
179	6,173	4,647
180	4,937	3,899
181	4,937	3,897
182	5,581	4,259
183	5,962	4,429
184	6,241	4,876
185	6,445	5,190
186	6,127	4,555
187	6,189	4,450
188	5,417	3,988
189	4,985	3,752
190	5,162	3,893
191	5,758	4,345
192	5,512	4,310
193	5,115	4,325
194	8,062	6,063
195	6,966	5,664
196	4,417	4,417
197	4,039	4,039
198	3,794	3,794
199	4,378	4,378
200	3,805	3,805
201	3,638	3,638
202	4,080	4,080
203	4,232	4,232
204	4,119	4,119
205	3,760	3,760
206	3,760	3,760
207	3,760	3,760
208	3,760	3,760
209	3,760	3,760
210	5,270	4,594
211	9,882	7,725
212	4,772	3,983
213	4,772	3,983
214	4,772	3,917
215	4,772	3,893
216	4,789	3,858
217	7,275	6,092
218	6,437	5,010
219	5,602	4,319
220	6,421	5,416
221	5,065	3,980
222	6,043	4,418
223	6,345	5,309
224	5,941	4,642
225	5,238	4,103
226	7,627	5,392
227	5,689	4,544
228	3,770	3,770
229	3,827	3,827
230	3,828	3,828
231	3,903	3,903
232	3,859	3,859
233	4,773	4,773
234	4,773	4,773
235	3,859	3,859
236	3,903	3,903
237	3,828	3,828
238	3,962	3,962
239	4,009	4,009
240	4,117	4,117
241	4,645	4,581
242	4,709	4,513
243	4,125	4,125
244	4,141	4,141
245	4,078	4,078
246	3,887	3,887
247	3,892	3,892
248	3,917	3,917
249	3,943	3,943
250	3,968	3,968
251	4,220	4,220
252	6,614	5,650
253	8,037	6,225
254	4,648	3,882
255	4,805	3,875
256	4,522	3,837
257	4,637	3,802
258	4,663	3,778
259	4,885	3,778
260	4,601	3,869
261	5,077	4,156
262	4,966	3,997
263	6,836	5,150
264	5,387	3,869
265	4,929	3,936
266	5,189	4,314
267	4,983	4,082
268	4,691	3,918
269	4,697	3,891
270	4,697	3,887
271	4,697	3,874
272	4,698	3,890
273	4,697	3,902
274	4,697	3,927
275	4,697	3,925
276	4,622	3,920
277	4,764	3,845
278	6,212	4,261
279	5,673	5,673
280	5,956	5,482
281	5,373	4,974
282	4,992	4,846
283	4,754	4,402
284	4,453	4,149
285	4,103	4,103
286	4,103	4,103
287	4,104	4,104
288	4,123	4,123
289	3,968	3,968
290	5,449	5,449
291	5,444	5,444
292	4,750	4,750
293	4,313	4,313
294	3,995	3,995
295	3,995	3,995
296	3,995	3,995
297	3,995	3,995
298	3,995	3,995
299	3,995	3,995
300	4,000	4,000
301	4,093	4,093
302	4,551	4,551
303	5,006	5,006
304	5,044	5,044
305	4,351	4,351
306	4,093	4,093
307	4,000	4,000
308	4,081	4,081
309	4,065	4,065
310	4,065	4,065
311	4,065	4,065
312	4,065	4,065
313	4,057	4,057
314	4,011	4,011
315	3,971	3,971
316	3,935	3,935
317	3,928	3,928
318	4,002	4,002
319	4,125	4,125
320	4,684	4,684
321	4,342	4,342
322	6,436	6,436
323	8,921	5,926
324	6,950	6,527
325	6,767	6,057
326	6,169	5,475
327	5,529	4,778
328	4,930	4,167
329	4,750	4,024
330	4,739	4,174
331	4,621	4,060
332	4,569	4,031
333	4,844	4,240
334	5,207	4,547
335	4,923	4,939

PLANNING AREA 15A (MDR)

LOT AREA SUMMARY
LOTS 336 - 452

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
336	4,257	3,534
337	3,450	3,183
338	3,693	3,401
339	4,068	4,258
340	3,552	3,552
341	4,313	3,783
342	4,500	3,863
343	3,840	3,368
344	4,558	4,102
345	4,486	4,397
346	3,108	3,108
347	4,505	4,047
348	4,070	3,525
349	3,552	3,350
350	4,761	3,987
351	4,961	4,058
352	3,256	3,256
353	4,215	3,795
354	3,970	3,577
355	3,256	3,256
356	5,094	3,673
357	4,858	3,142
358	3,256	3,256
359	3,753	3,393
360	9,053	4,104
361	4,291	2,899
362	5,613	3,949
363	5,309	3,420
364	4,584	2,980
365	5,163	3,408
366	5,403	3,614
367	4,701	3,179
368	5,409	3,629
369	5,105	3,482
370	4,540	3,074
371	5,652	3,696
372	3,921	2,576
373	4,307	2,882
374	5,217	3,064
375	3,968	3,478
376	3,256	3,256
377	3,566	3,249
378	4,057	3,628
379	3,108	3,108
380	4,054	3,811
381	3,540	3,540
382	3,404	3,404
383	3,998	3,597
384	4,144	3,868
385	3,034	3,034
386	3,782	3,782
387	3,700	3,290
388	3,404	3,019
389	3,700	3,096
390	4,144	3,560
391	3,256	3,256
392	3,404	3,404
393	3,923	3,324
394	3,040	2,553
395	4,256	3,394
396	3,779	3,253
397	3,404	3,404
398	4,645	4,645
399	4,485	4,196
400	3,404	3,121
401	4,596	4,151
402	5,047	5,047
403	2,951	2,951
404	3,256	3,256
405	3,764	3,764
406	3,855	3,855
407	3,961	3,961
408	3,937	3,937
409	3,526	3,526
410	3,884	3,884
411	3,936	3,936
412	3,884	3,884
413	5,928	4,943
414	3,200	2,782
415	3,683	3,183
416	3,520	3,058
417	5,767	4,806
418	4,144	3,577
419	2,960	2,960
420	3,489	3,489
421	3,192	3,192
422	3,390	3,390
423	4,070	3,603
424	3,774	3,216
425	3,772	3,193
426	4,162	3,966
427	4,144	3,531
428	2,960	2,960
429	3,452	3,452
430	3,876	3,336
431	3,496	3,221
432	3,504	3,224
433	3,277	3,033
434	3,496	3,216
435	4,104	3,546
436	3,700	3,268
437	3,404	3,404
438	3,489	3,489
439	3,192	3,192
440	3,330	3,330
441	4,070	3,832
442	3,700	3,315
443	3,478	3,478
444	3,414	3,414
445	3,563	3,563
446	3,034	3,034
447	3,995	3,611
448	5,188	4,785
449	3,450	3,450
450	3,150	3,150
451	3,525	3,325
452	5,303	4,913

PLANNING AREA 15B (LDR)

LOT AREA SUMMARY
LOTS 453 - 530

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
453	9,808	9,606
454	6,297	7,881
455	6,152	5,569
456	6,205	5,473
457	6,205	5,473
458	6,227	5,473
459	6,180	5,473
460	6,070	5,475
461	6,003	5,680
462	6,041	5,974
463	5,600	5,568
464	6,008	5,727
465	6,844	6,227
466	8,232	7,085
467	15,458	11,252
468	10,167	7,175
469	8,757	5,295
470	6,921	5,530
471	6,921	5,537
472	6,921	5,644
473	6,921	5,681
474	6,874	5,661
475	7,919	6,256
476	15,549	11,603
477	10,192	8,707
478	6,765	6,318
479	5,415	5,329
480	5,735	5,550
481	5,820	5,349
482	5,723	5,253
483	5,801	5,299
484	5,933	5,461
485	6,099	5,612
486	5,712	5,250
487	5,731	5,240
488	5,454	5,050
489	5,050	5,050
490	5,068	5,066
491	6,553	6,539
492	6,140	5,140
493	5,186	5,186
494	5,186	5,186
495	5,186	5,186
496	5,186	5,186
497	5,113	5,113
498	10,755	8,711
499	5,900	5,092
500	5,900	5,027
501	5,900	5,074
502	5,900	5,091
503	10,615	9,393
504	5,187	6,744
505	6,000	6,000
506	5,874	5,874
507	5,258	5,258
508	6,363	6,168
509	6,800	6,009
510	6,213	5,288
511	8,830	5,721
512	6,929	5,816
513	8,891	6,314
514	8,435	6,937
515	6,000	6,000
516	5,874	5,874
517	5,258	5,258
518	6,474	6,474
519	7,064	6,868
520	5,842	5,402
521	5,154	5,905
522	6,260	5,995
523	7,579	6,344
524	6,569	6,593
525	5,492	5,492
526	5,720	5,720
527	6,160	5,588
528	6,094	5,369
529	6,566	5,767
530	6,537	5,378

PLANNING AREA 16A (MDR)

LOT AREA SUMMARY
LOTS 73 - 140

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
73	6,492	5,437
74	5,356	4,873
75	5,356	4,876
76	5,365	4,873
77	5,366	4,876
78	5,365	4,873
79	5,835	5,281
80	6,544	6,544
81	9,590	6,590
82	10,271	10,271
83	6,876	6,876
84	5,509	5,509
85	5,539	5,539
86	5,429	5,429
87	4,725	4,725
88	5,082	4,725
89	5,081	4,725
90	5,081	4,725
91	5,082	4,725
92	5,081	4,725
93	5,081	4,725
94	5,082	4,725
95	4,725	4,725
96	4,725	4,725
97	6,702	7,144
98	5,840	5,970
99	5,742	4,601
100	5,561	4,562
101	5,564	4,566
102	5,772	4,558
103	5,833	4,583
104	5,970	4,605
105	6,334	5,185
106	7,744	6,146
107	7,366	6,172
108	7,469	5,764
109	6,896	5,345
110	5,791	4,666
111	5,791	4,724
112	5,791	4,790
113	5,797	4,872
114	6,501	5,650
115	9,160	6,775
116	7,458	6,326
117	5,726	4,889
118	6,016	5,102
119	6,315	5,313
120	6,565	5,494
121	6,566	5,415
122	6,618	5,480
123	10,719	8,452
124	6,389	6,389
125	4,950	4,950
126	4,950	4,950
127	4,950	4,950
128	5,120	5,120
129	5,744	5,744
130	5,895	5,895
131	5,802	5,802
132	4,500	4,500
133	4,500	4,500
134	4,500	4,500
135	4,584	4,584
136	5,294	5,294
137	5,740	5,740
138	6,178	6,178
139	5,852	5,632
140	4,860	4,860

PLANNING AREA 16B (LDR)

LOT AREA SUMMARY
LOTS 1 -72

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
1	7,669	6,715
2	7,629	7,181
3	8,903	8,394
4	9,977	9,507
5	12,639	10,715
6	9,895	8,781
7	8,212	8,212
8	9,275	8,244
9	8,791	7,283
10	9,257	8,257
11	9,276	8,313
12	8,458	7,502
13	8,254	8,254
14	8,802	6,915
15	9,805	7,526
16	8,153	8,153
17	11,423	10,575
18	9,184	9,077
19	7,059	7,059
20	6,890	6,890
21	6,311	6,311
22	6,050	6,050
23	6,234	6,234
24	6,834	6,834
25	6,969	6,969
26	7,215	7,215
27	6,842	6,842
28	6,845	6,845
29	5,810	5,810
30	5,851	5,851
31	5,734	5,734
32	5,984	5,984
33	7,396	7,396
34	11,089	9,375
35	14,729	11,450
36	8,384	7,224
37	8,753	7,657
38	8,537	7,376
39	8,579	7,094
40	8,170	7,037
41	8,050	6,757
42	8,443	6,801
43	8,155	6,884
44	8,323	7,004
45	8,254	6,979
46	7,406	6,079
47	7,207	5,906
48	7,225	6,006
49	7,301	6,190
50	7,575	6,577
51	9,003	7,195
52	9,749	9,153
53	7,576	6,647
54	7,429	6,570
55	10,603	8,727
56	8,543	7,733
57	6,791	6,791
58	6,719	6,719
59	7,132	7,132
60	5,978	5,978
61	11,074	11,075
62	6,549	6,549
63	6,158	6,158
64	6,183	6,183
65	6,532	6,532
66	6,216	6,216
67	9,189	8,045
68	9,053	7,896
69	8,841	8,841
70	6,580	6,580
71	7,230	7,230
72	7,219	7,219

PLANNING AREA 48B (MDR)

LOT AREA SUMMARY
LOTS 141 - 170

LOT #	LOT AREA (SQ.FT.)	PAD AREA (SQ.FT)
141	4,860	4,860
142	4,860	4,860
143	4,860	4,860
144	5,261	5,261
145	6,686	6,686
146	5,872	5,870
147	8,899	7,897
148	10,544	8,597
149	9,322	7,453
150	8,142	6,821
151	7,803	6,184
152	7,154	6,141
153	6,987	5,818
154	5,709	5,305
155	5,350	4,774
156	5,300	4,703
157	5,348	4,765
158	4,950	4,950
159	4,953	4,953
160	4,934	4,934
161	4,915	4,915
162	5,063	5,063
163	5,215	5,215
164	4,953	4,953
165	10,471	6,783
166	9,364	5,852
167	5,062	4,810
168	5,629	5,591
169	6,378	6,174
170	8,896	7,259

DATE:	NO.	REVISIONS

PREPARED FOR:

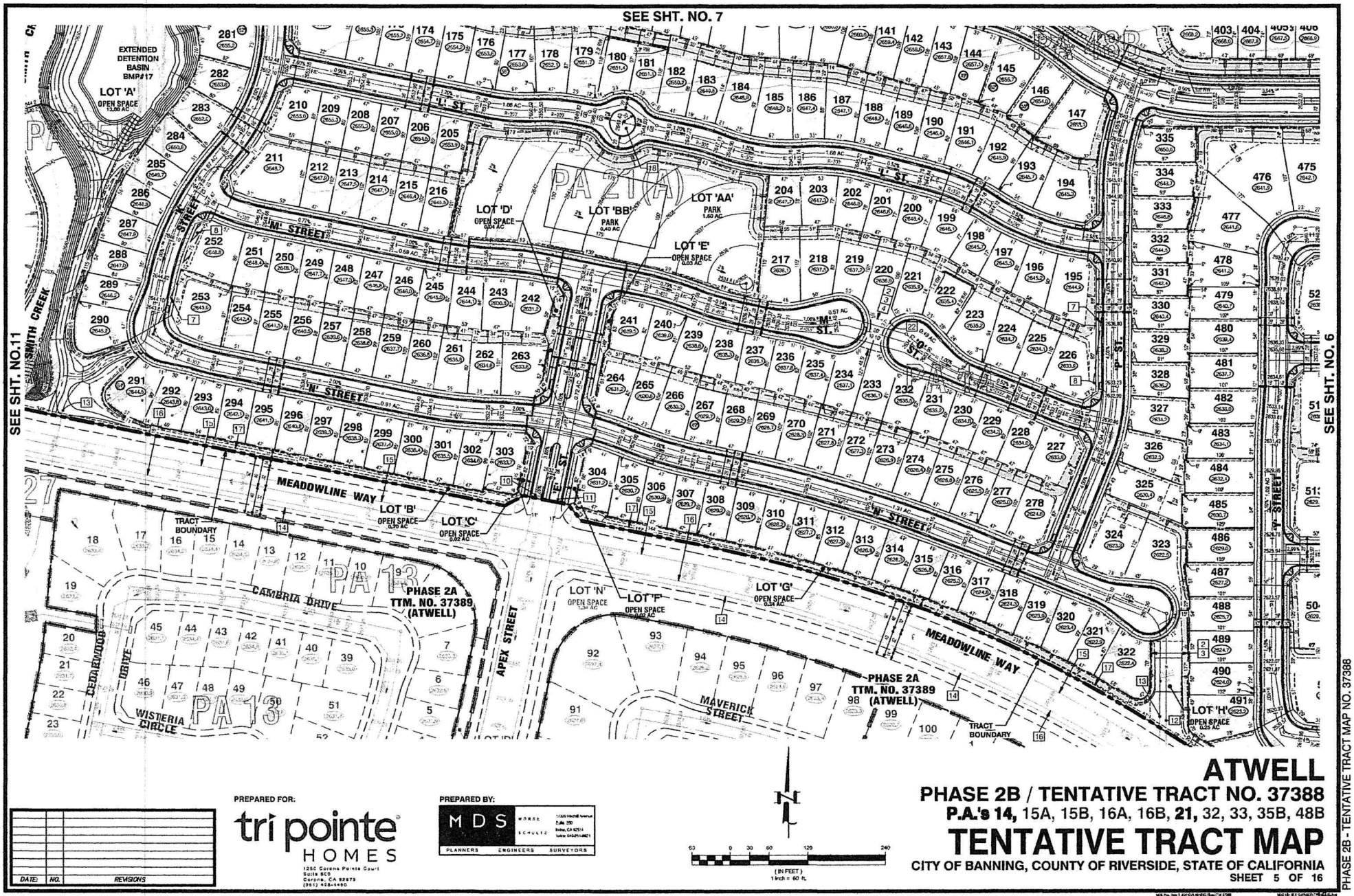
tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 478-4480

PREPARED BY:

MDS HORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
(949) 851-7411
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
AREA SUMMARIES
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 4 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



DATE	NO.	REVISIONS

PREPARED FOR:

tri pointe HOMES
1256 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 456-1400

PREPARED BY:

MDS MORSE DIEHL SCHULTZ
PLANNERS ENGINEERS SURVEYORS

(IN FEET)
1 inch = 60 ft.

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

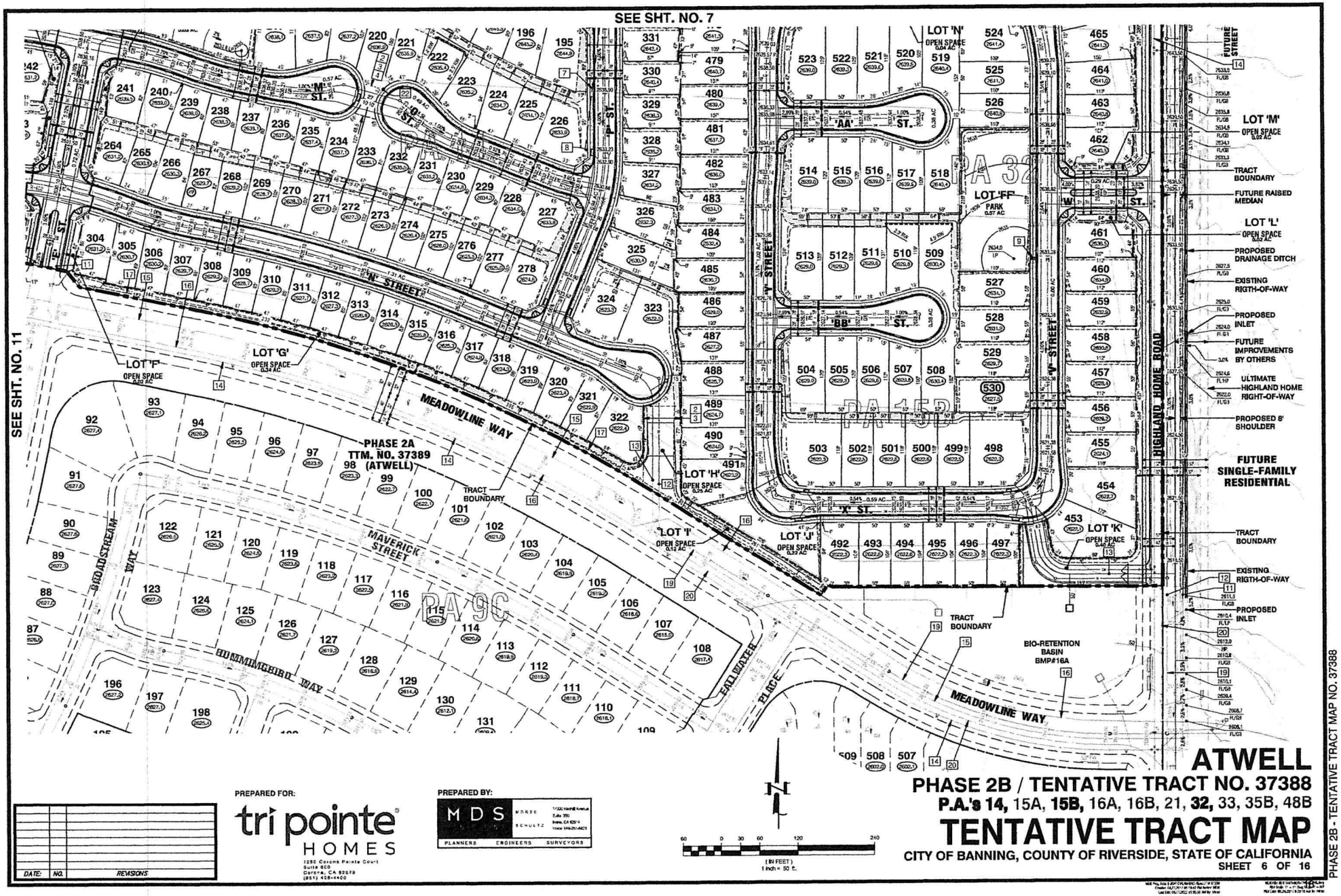
P.A.'s 14, 15A, 15B, 16A, 16B, **21,** 32, 33, 35B, 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 5 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



DATE:	NO.	REVISIONS

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 608-4400

PREPARED BY:

MDS MARRIS & SCHULTZ
PLANNERS ENGINEERS SURVEYORS

(IN FEET)
1 inch = 50 ft.

ATWELL

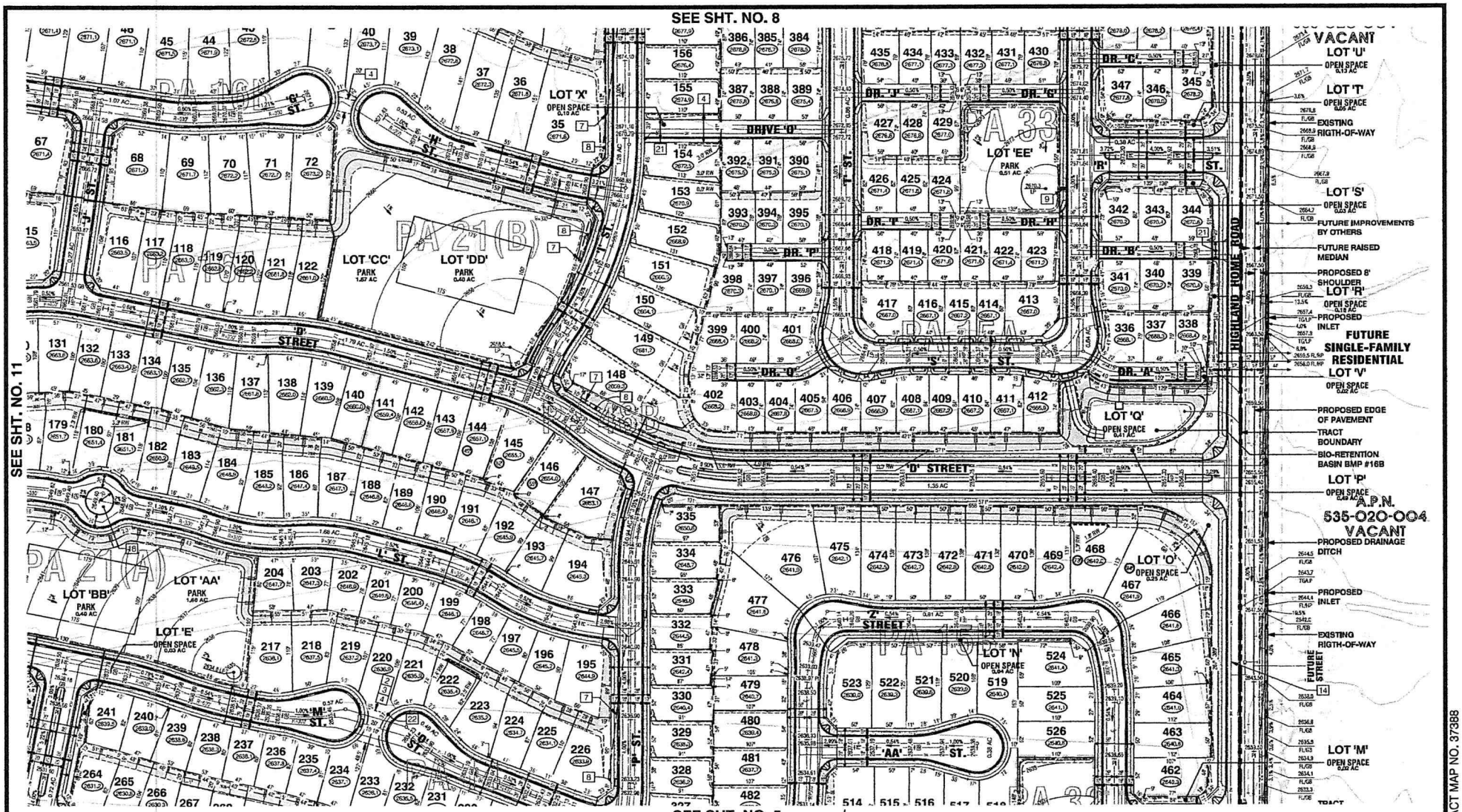
PHASE 2B / TENTATIVE TRACT NO. 37388

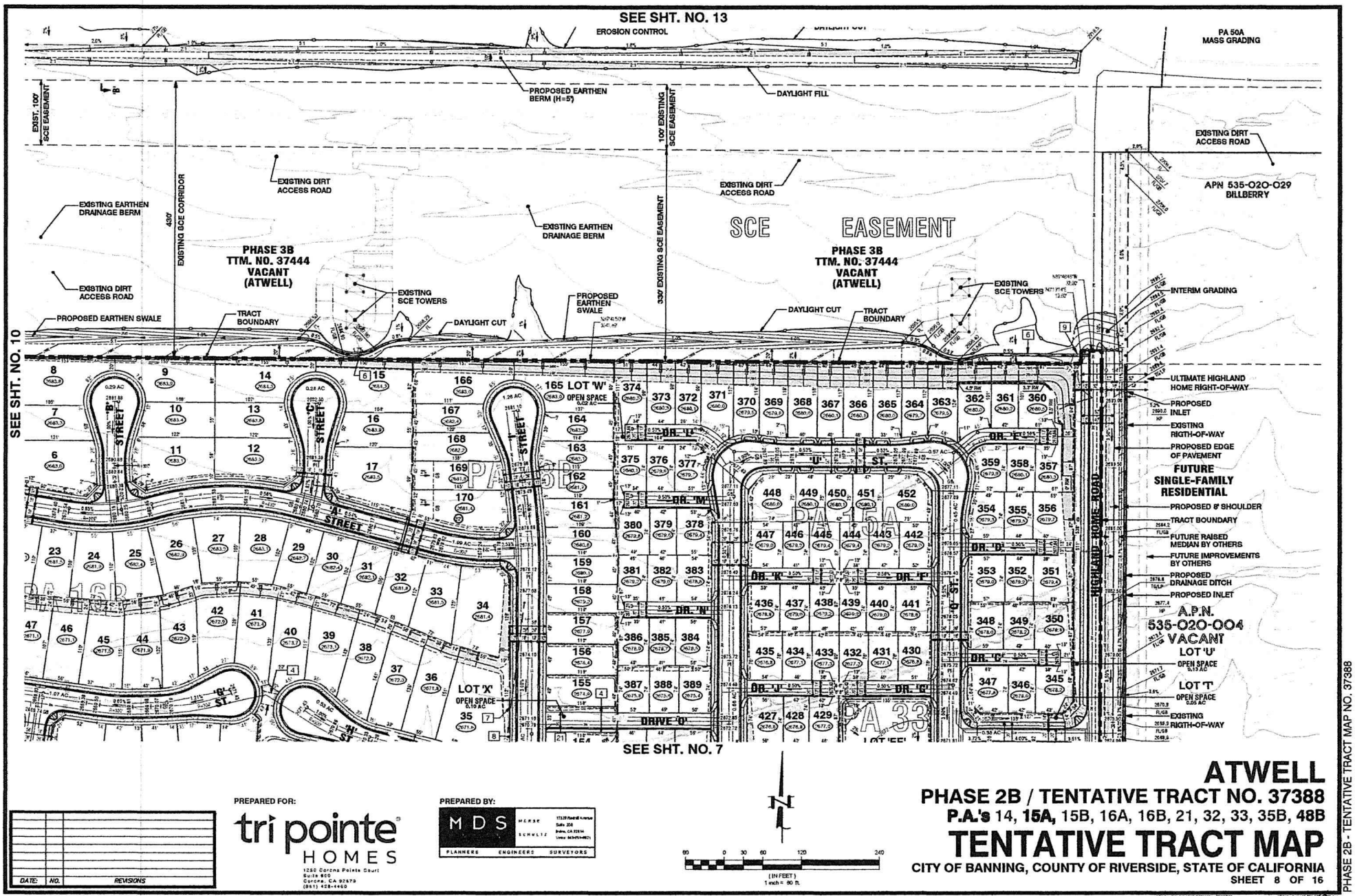
P.A.'s 14, 15A, **15B,** 16A, 16B, 21, **32,** 33, 35B, 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 6 OF 16


SEE SHT. NO. 8
SEE SHT. NO. 11
SEE SHT. NO. 5
VACANT
LOT 'U'
OPEN SPACE
0.13 AC
LOT 'T'
OPEN SPACE
0.05 AC
EXISTING
RIGTH-OF-WAY
LOT 'S'
OPEN SPACE
0.03 AC
FUTURE IMPROVEMENTS
BY OTHERS
FUTURE RAISED
MEDIAN
PROPOSED 8'
SHOULDER
LOT 'R'
OPEN SPACE
0.18 AC
PROPOSED
INLET
FUTURE
SINGLE-FAMILY
RESIDENTIAL
LOT 'V'
OPEN SPACE
0.02 AC
PROPOSED EDGE
OF PAVEMENT
TRACT
BOUNDARY
BIO-RETENTION
BASIN BMP #16B
LOT 'P'
OPEN SPACE
0.48 AC
A.P.N.
535-020-004
VACANT
PROPOSED DRAINAGE
DITCH
PROPOSED
INLET
EXISTING
RIGTH-OF-WAY
LOT 'M'
OPEN SPACE
0.20 AC
HIGHLAND HOME ROAD
'C' ST.
'H' ST.
'I' ST.
'D' STREET
'L' ST.
'M' ST.
'O' ST.
'P' ST.
'S' ST.
'R' ST.
'Z' STREET
'AA' ST.
DRIVE 'O'
'D' STREET
FUTURE STREET
LOT 'X'
OPEN SPACE
0.10 AC
LOT 'CC'
PARK
1.57 AC
LOT 'DD'
PARK
0.40 AC
LOT 'EE'
PARK
0.51 AC
LOT 'AA'
PARK
1.60 AC
LOT 'BB'
PARK
0.40 AC
LOT 'E'
OPEN SPACE
0.03 AC
LOT 'Q'
OPEN SPACE
0.41 AC
LOT 'O'
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0.25 AC
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DATE	NO.	REVISIONS

PREPARED FOR:

tri pointe HOMES

1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4460

PREPARED BY:

MDS MCKEE SCHULTZ

PLANNERS ENGINEERS SURVEYORS

(IN FEET)
1 inch = 60 ft.

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

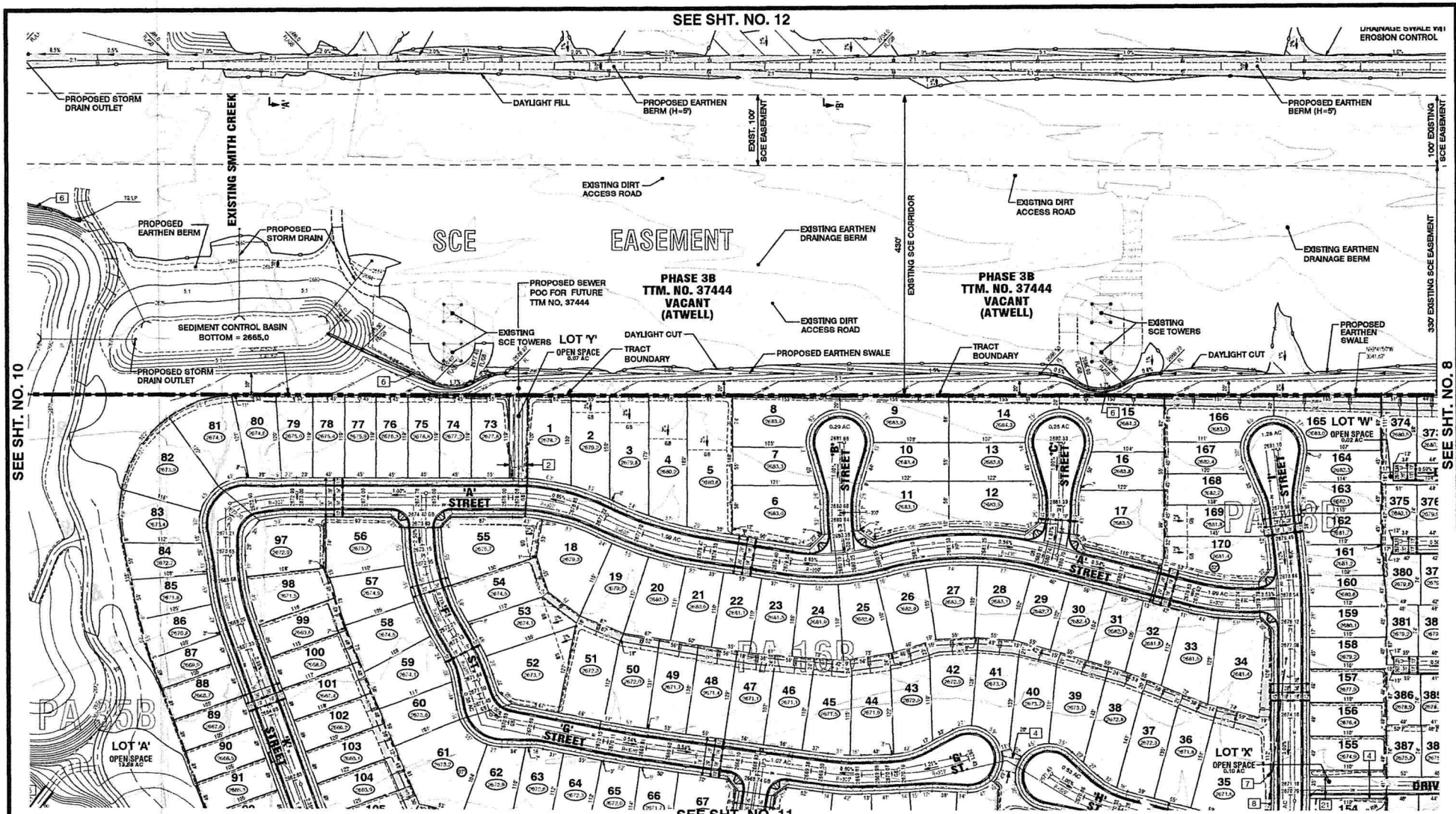
P.A.'s 14, **15A,** 15B, 16A, 16B, 21, 32, 33, 35B, **48B**

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 8 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



PREPARED FOR:

tri pointe HOMES

1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 628-4400

PREPARED BY:

MDS HORNE SCHULTZ

PLANNERS ENGINEERS SURVEYORS

DATE:	NO.	REVISIONS

(IN FEET)
1 inch = 60 ft.

ATWELL

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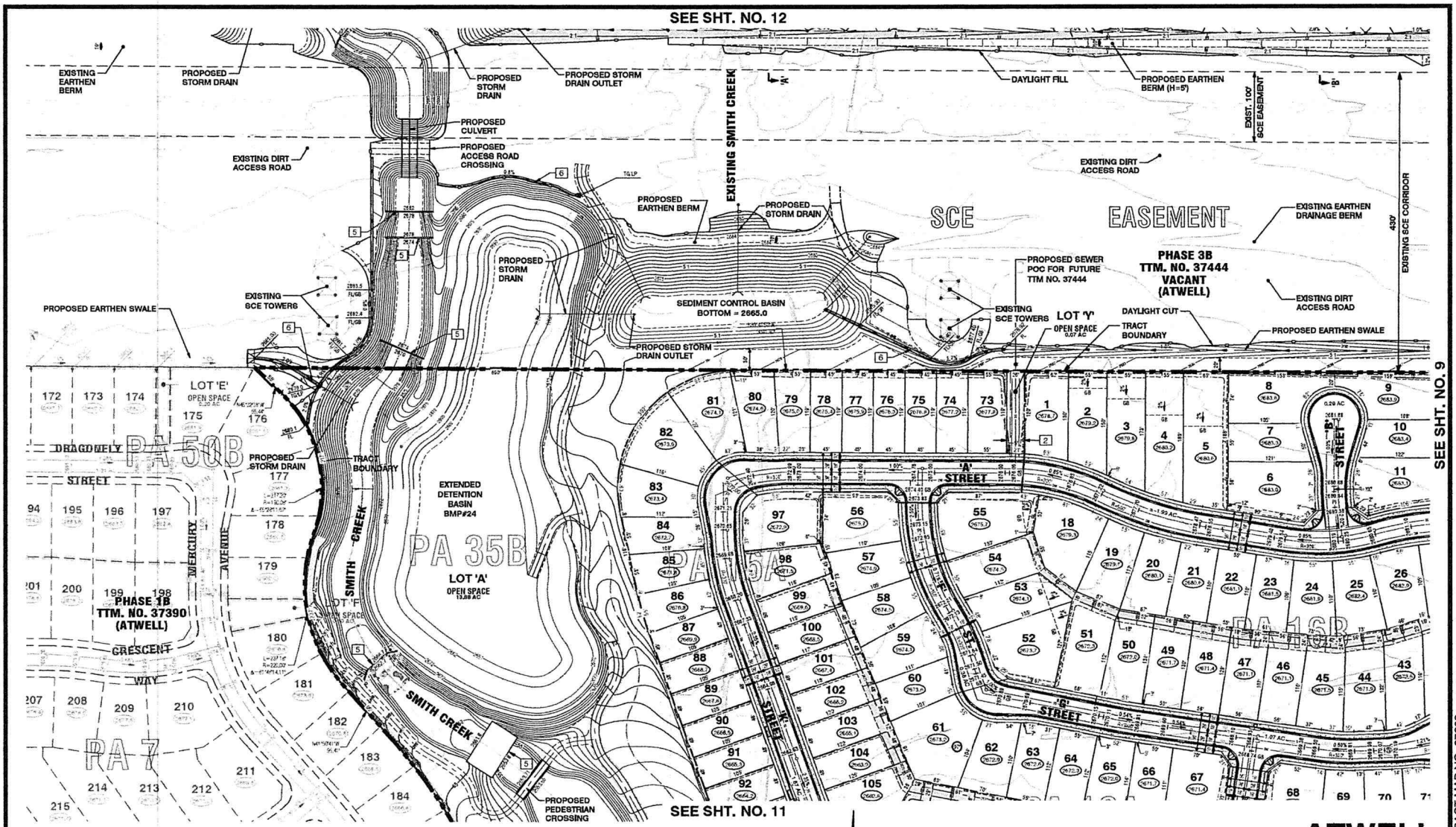
P.A.'s 14, 15A, 15B, 16A, **16B,** 21, 32, 33, 35B, **48B**

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 9 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



PREPARED FOR:

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(951) 428-4460

PREPARED BY:

MDS HORNE SCHULTZ
PLANNERS ENGINEERS SURVEYORS

DATE:	NO.	REVISIONS

60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

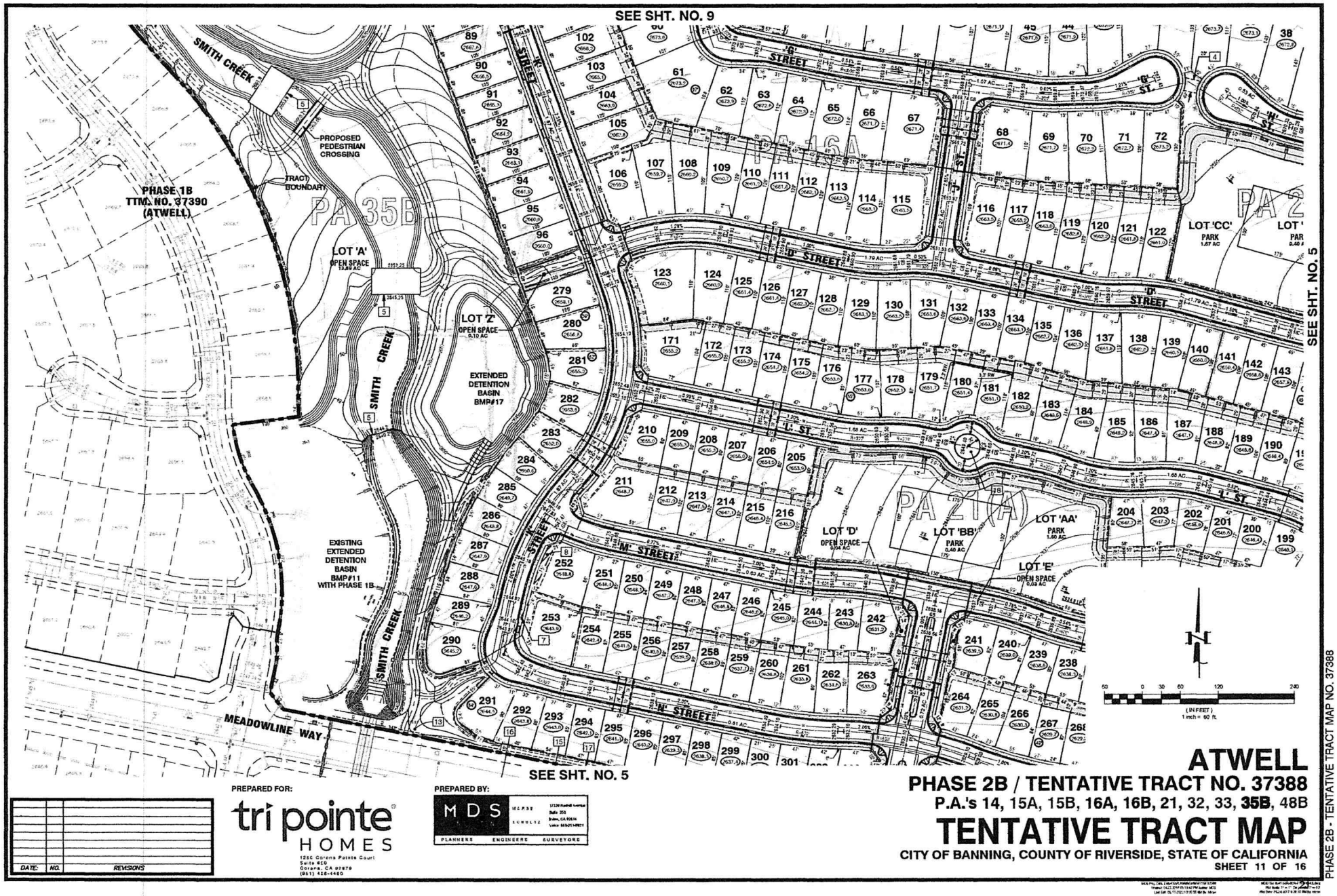
P.A.'s 14, 15A, 15B, **16A, 16B,** 21, 32, 33, **35B,** 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 10 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



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DATE	NO.	REVISIONS

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PHASE 2B / TENTATIVE TRACT NO. 37388

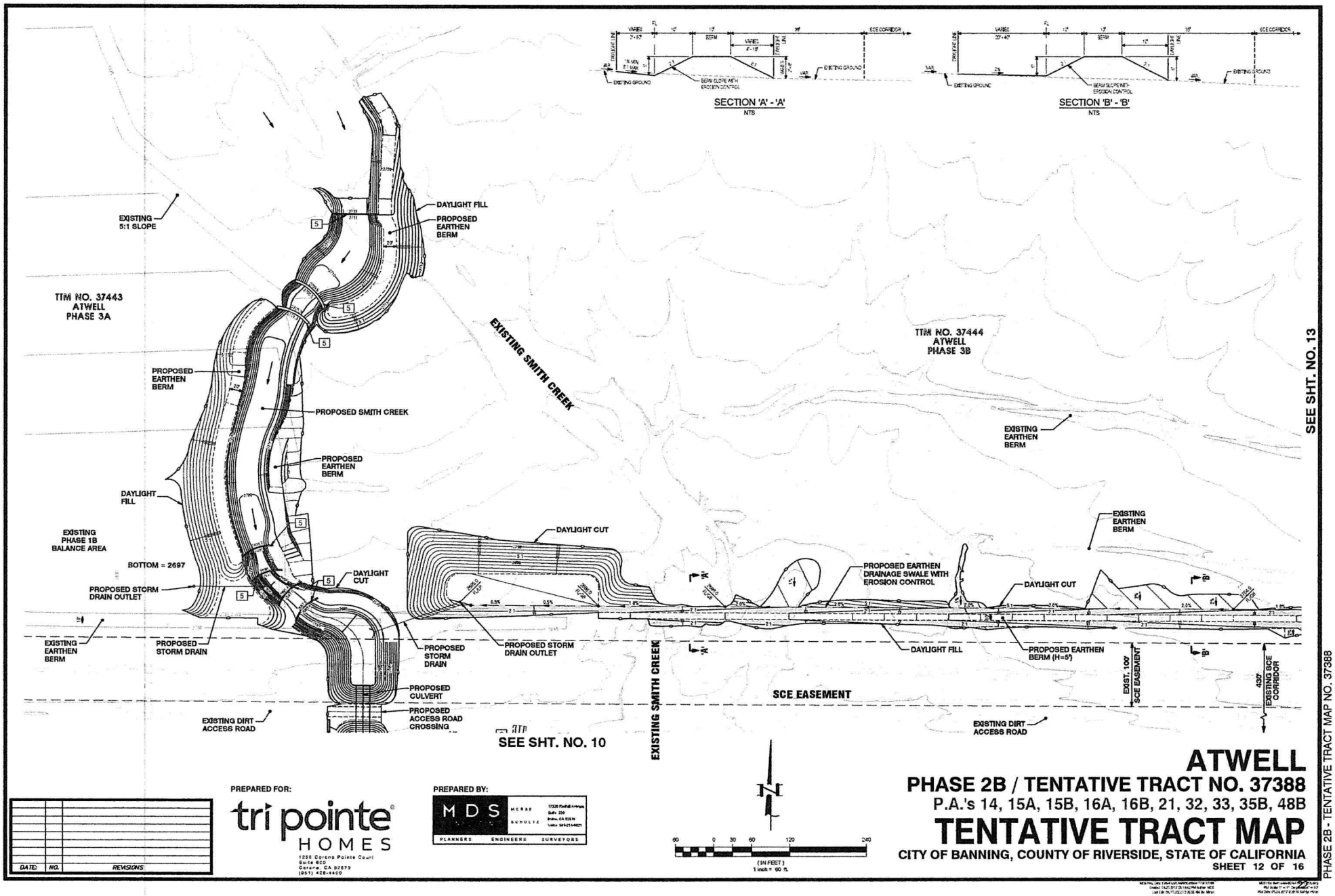
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, **35B**, 48B

TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 11 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



DATE	NO.	REVISIONS

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PREPARED BY:

MDS MCKEE DAVIS SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

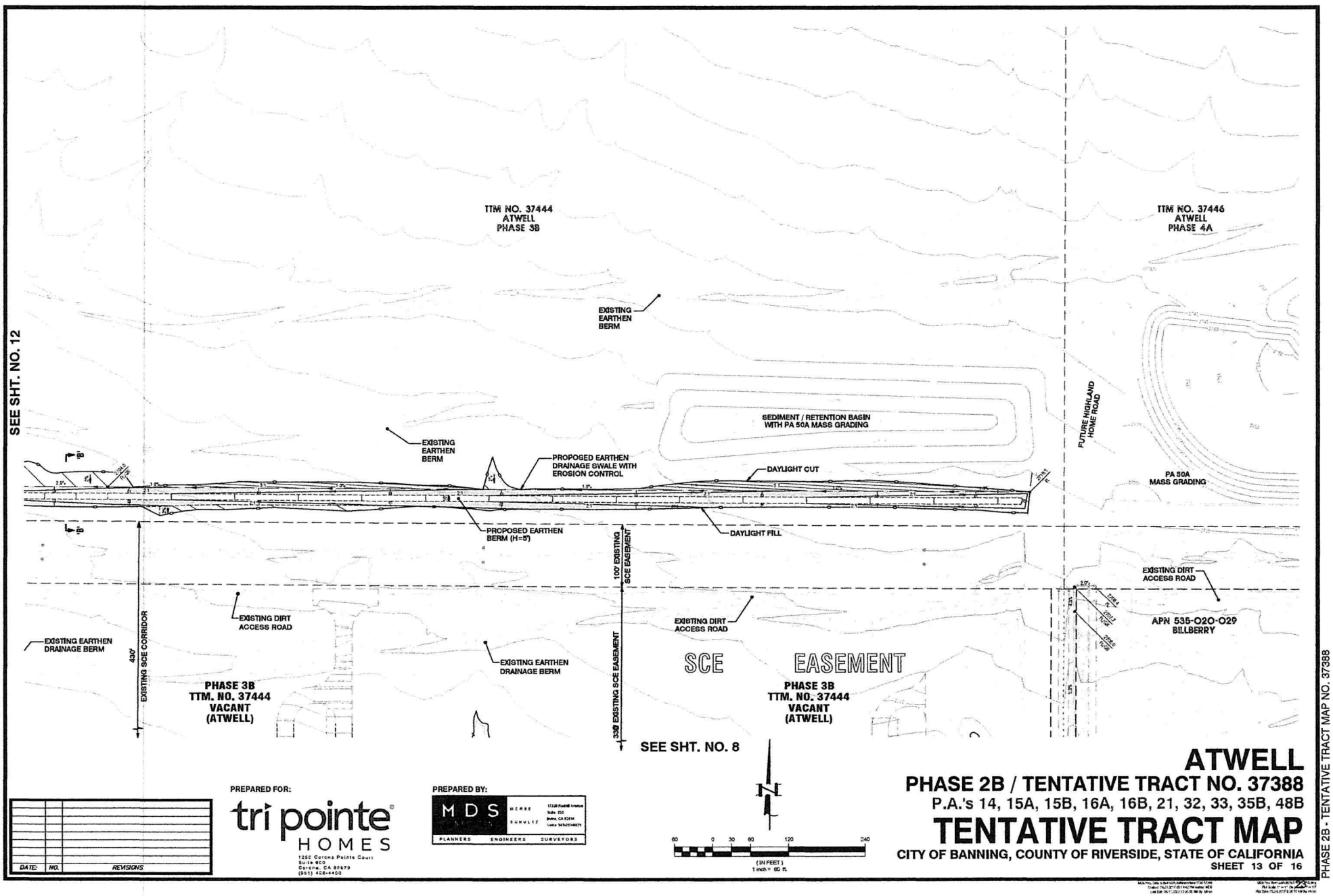
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B

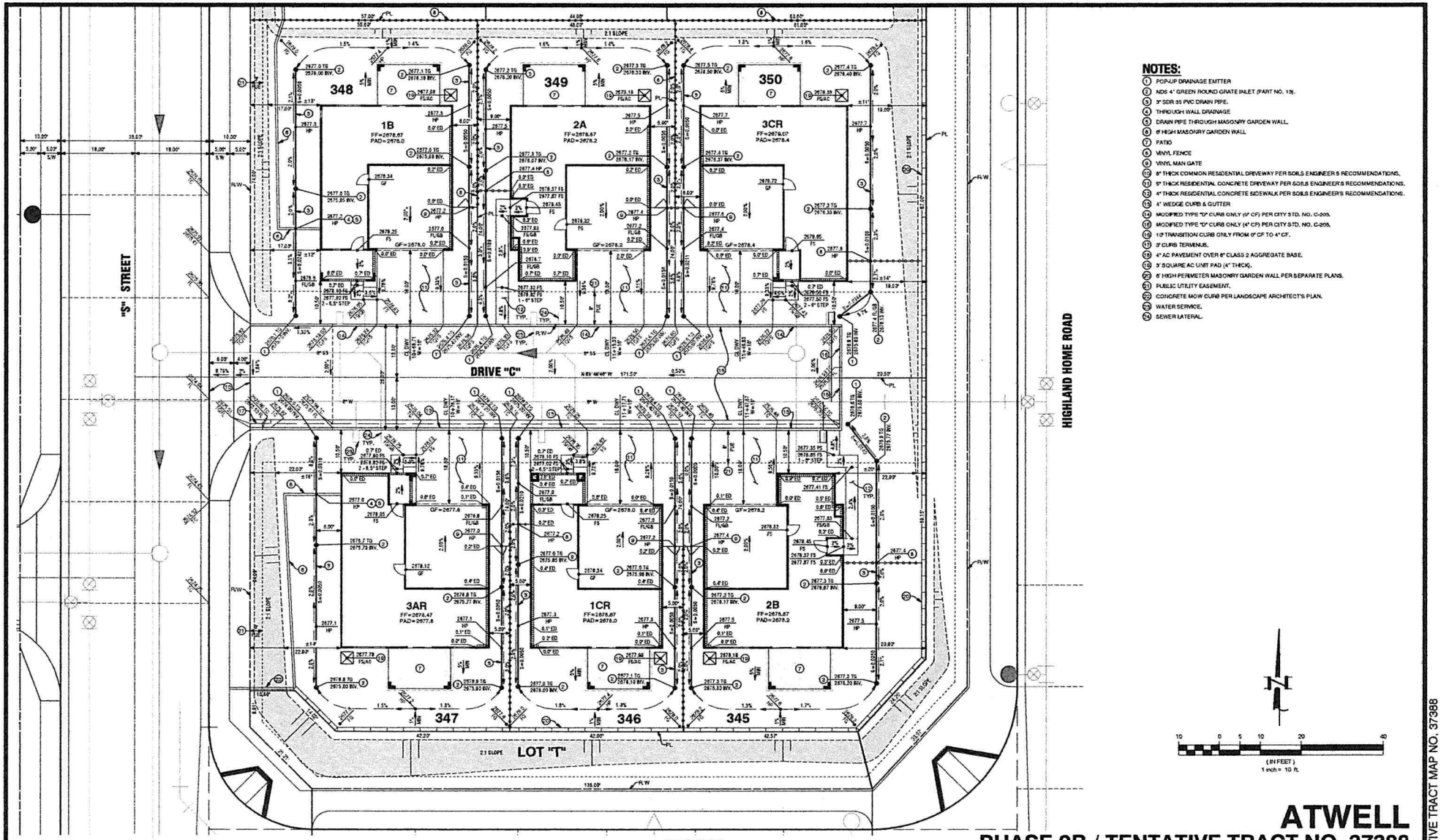
TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 12 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388


SEE SHT. NO. 12
TTM NO. 37444
ATWELL
PHASE 3B
TTM NO. 37446
ATWELL
PHASE 4A
EXISTING
EARTHEN
BERM
SEDIMENT / RETENTION BASIN
WITH PA 50A MASS GRADING
FUTURE HIGHLAND
HOME ROAD
EXISTING
EARTHEN
BERM
PROPOSED EARTHEN
DRAINAGE SWALE WITH
EROSION CONTROL
DAYLIGHT CUT
PA 50A
MASS GRADING
PROPOSED EARTHEN
BERM (H=5')
DAYLIGHT FILL
100' EXISTING
SCE EASEMENT
EXISTING DIRT
ACCESS ROAD
EXISTING DIRT
ACCESS ROAD
APN 535-020-029
BILLBERRY
EXISTING EARTHEN
DRAINAGE BERM
430'
EXISTING SCE CORRIDOR
EXISTING DIRT
ACCESS ROAD
EXISTING EARTHEN
DRAINAGE BERM
SCE
EASEMENT
PHASE 3B
TTM. NO. 37444
VACANT
(ATWELL)
PHASE 3B
TTM. NO. 37444
VACANT
(ATWELL)
330' EXISTING SCE EASEMENT
SEE SHT. NO. 8
N
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.
PREPARED FOR:
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Corona, CA 92879
(951) 478-4400
PREPARED BY:
MDS
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SCHULTZ
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Irvine, CA 92614
Voice: 949-251-1821
PLANNERS ENGINEERS SURVEYORS
DATE: NO. REVISIONS
ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 13 OF 16
PHASE 2B - TENTATIVE TRACT MAP NO. 37388



NOTES:

1. POP-UP DRAINAGE EMITTER
2. NDS 4" GREEN ROUND GRATE INLET (PART NO. 19).
3. 3" SDR 35 PVC DRAIN PIPE.
4. THROUGH WALL DRAINAGE
5. DRAIN PIPE THROUGH MASONRY GARDEN WALL.
6. 6' HIGH MASONRY GARDEN WALL
7. PATIO
8. VINYL FENCE
9. VINYL MAN GATE
10. 6" THICK COMMON RESIDENTIAL DRIVEWAY PER SOILS ENGINEER'S RECOMMENDATIONS.
11. 5" THICK RESIDENTIAL CONCRETE DRIVEWAY PER SOILS ENGINEER'S RECOMMENDATIONS.
12. 4" THICK RESIDENTIAL CONCRETE SIDEWALK PER SOILS ENGINEER'S RECOMMENDATIONS.
13. 4" WEDGE CURB & GUTTER
14. MODIFIED TYPE "D" CURB ONLY (0" CF) PER CITY STD. NO. C-205.
15. MODIFIED TYPE "D" CURB ONLY (4" CF) PER CITY STD. NO. C-205.
16. 10' TRANSITION CURB ONLY FROM 0" CF TO 4" CF.
17. 3' CURB TERMINUS.
18. 4" AC PAVEMENT OVER 6" CLASS 2 AGGREGATE BASE.
19. 3' SQUARE AC UNIT PAD (4" THICK).
20. 6' HIGH PERIMETER MASONRY GARDEN WALL PER SEPARATE PLANS.
21. PUBLIC UTILITY EASEMENT.
22. CONCRETE MOW CURB PER LANDSCAPE ARCHITECT'S PLAN.
23. WATER SERVICE.
24. SEWER LATERAL.

DATE:	NO.	REVISIONS

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ATWELL

PHASE 2B / TENTATIVE TRACT NO. 37388

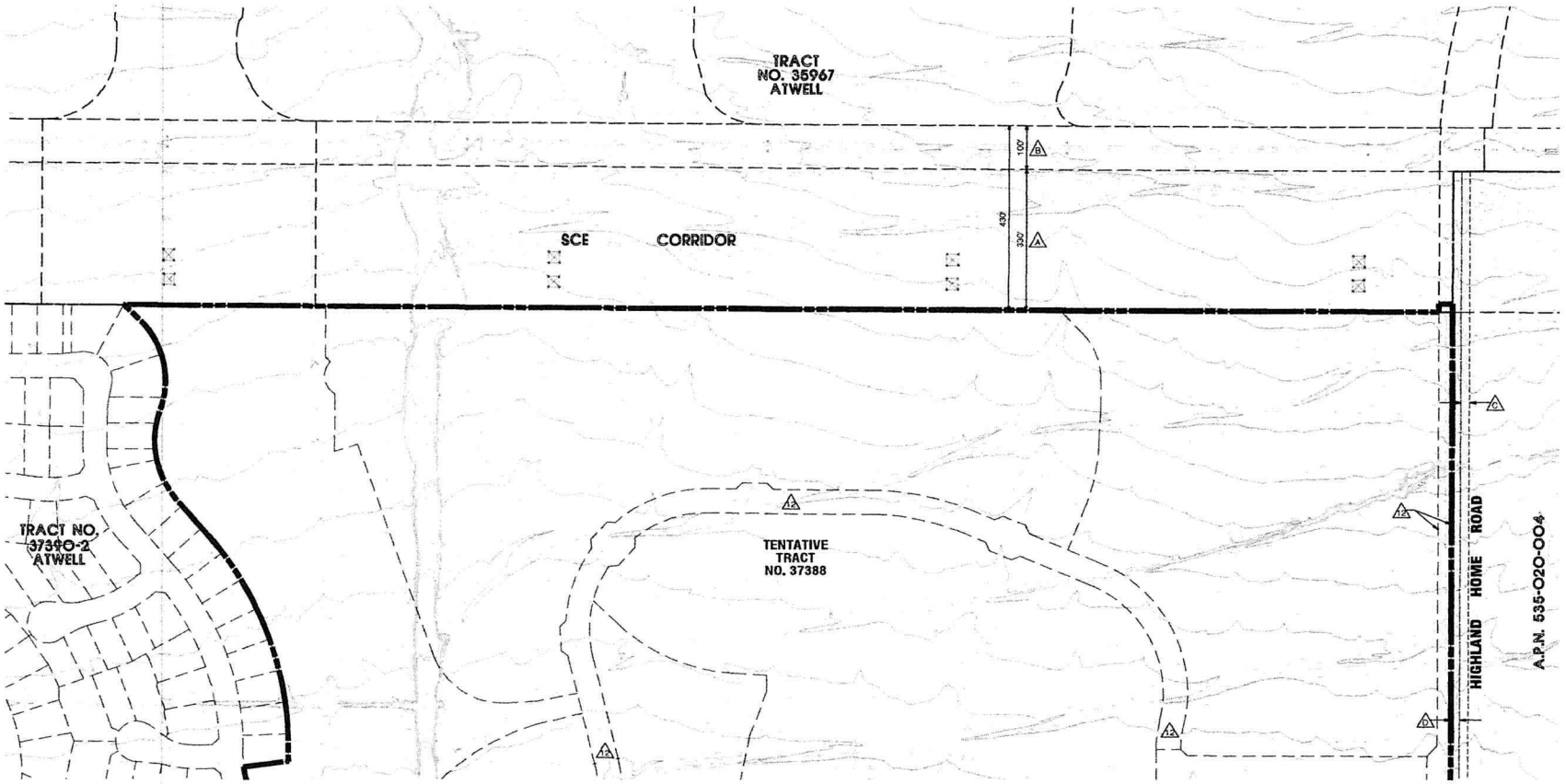
P.A.'s 14, **15A**, 15B, 16A, 16B, 21, 32, 33, 35B, 48B

TYPICAL LOT GRADING DETAIL, PA 15A

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 14 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



EXISTING EASEMENTS

5 AN EASEMENT IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS. LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD.

6 A RIGHT-OF-WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 6 OF PATENTS. LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD.

11 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" EXECUTED BY AN BETWEEN THE CITY OF BANNING AND PARDEE HOMES, A CALIFORNIA CORPORATION RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2012-0332888 OF OFFICIAL RECORDS.

12 RESERVATION AS SHOWN TRACT NO. 35966, BOOK 479, PAGES 94 THROUGH 107 OF MAPS, FOR ACCESS PURPOSE UNTO OURSELVES, OUR SUCCESSORS, AND ASSIGNESS AND LOT OWNERS WITHIN TRACT MAP NO. 35966.

A AN EASEMENT FOR PUBLIC UTILITIES TO SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MAY 9, 1946 IN BOOK 754, PAGE 84, O.R. TO REMAIN.

B AN EASEMENT FOR PUBLIC UTILITY TO THE CALIFORNIA ELECTRIC POWER COMPANY RECORDED JANUARY 20, 1960 AS INSTRUMENT NO. 5433, O.R., TO REMAIN. EASEMENT DOES NOT AFFECT PORTION OF PROPERTY WITHIN TTM NO. 37388.

C DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

D DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

DATE:	NO.	REVISIONS

PREPARED FOR:

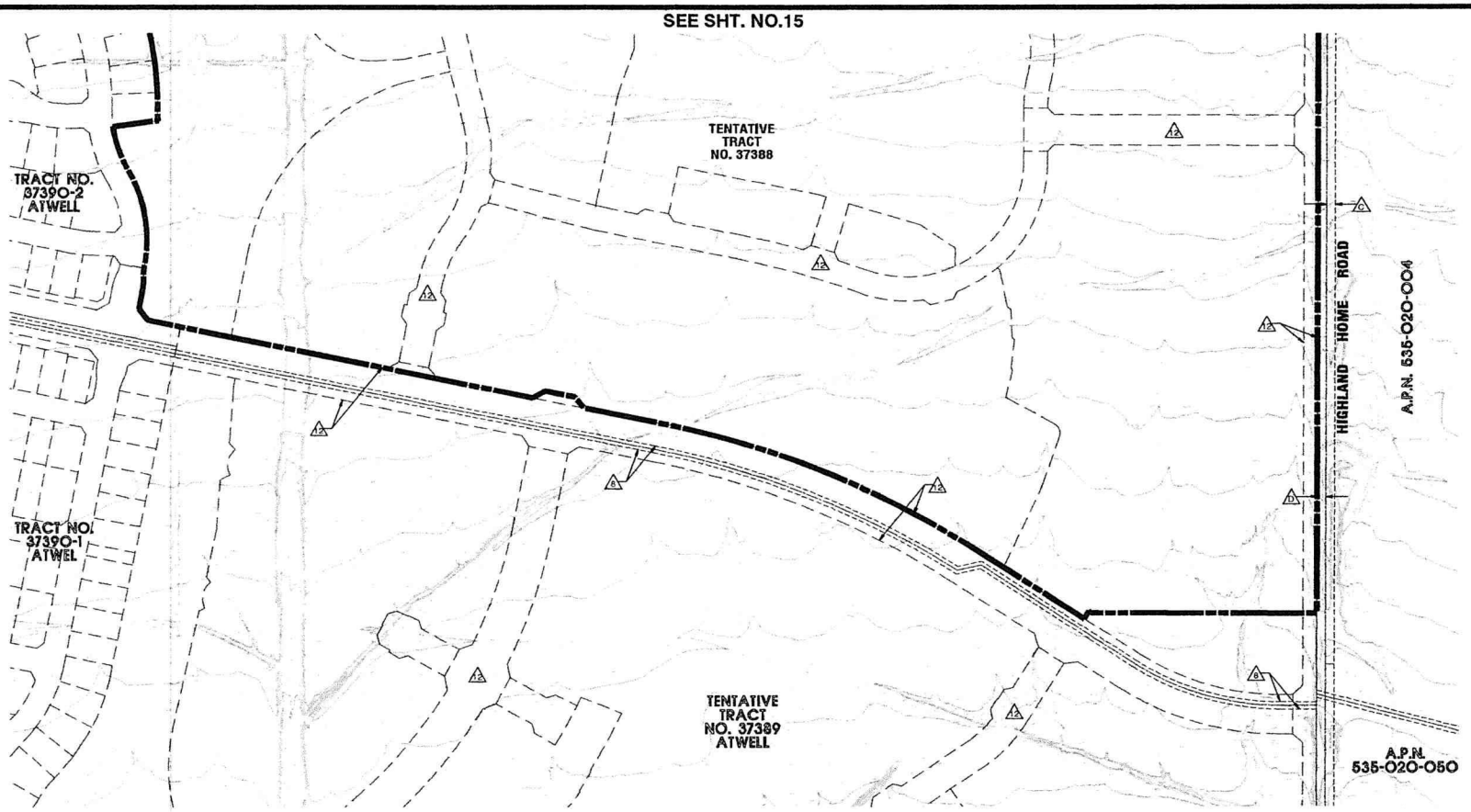
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ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 15 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388



EXISTING EASEMENTS

5 AN EASEMENT IN FAVOR OF SOUTHERN SIERRAS POWER COMPANY FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES. RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS. LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD.

6 A RIGHT-OF-WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 8 OF PATENTS. LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD.

⑧ AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY AND SOUTHERN CALIFORNIA COUNTIES GAS COMPANY FOR PIPELINE AND INCIDENTAL PURPOSES. RECORDED JUNE 26, 1950 IN BOOK 1184, PAGE 121 OF OFFICIAL RECORDS.

DOCUMENT(S) DECLARING MODIFICATION THEREOF RECORDED OCTOBER 23, 2003 AS INSTRUMENT NO. 03-855005 OF OFFICIAL RECORDS.

DOCUMENT DECLARING MODIFICATION THEREOF RECORDED NOVEMBER 4, 2009 AS INSTRUMENT NO. 2009-0502745.

DOCUMENT DECLARING MODIFICATION THEREOF RECORDED NOVEMBER 4, 2020 AS INSTRUMENT NO. 2020-0539454.

EASEMENT DOES NOT AFFECT PORTION OF PROPERTY WITHIN TTM NO. 37388.

11 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" EXECUTED BY AN BETWEEN THE CITY OF BANNING AND PARDEE HOMES, A CALIFORNIA CORPORATION RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2012-0332688 OF OFFICIAL RECORDS.

⑫ RESERVATION AS SHOWN TRACT NO. 35966, BOOK 473, PAGES 94 THROUGH 107 OF MAPS, FOR ACCESS PURPOSE UNTO OURSELVES, OUR SUCCESSORS, AND ASSIGNESS AND LOT OWNERS WITHIN TRACT MAP NO. 35966.

⑬ DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

⑭ DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

N

120 0 60 120 240 480
(IN FEET)
1 inch = 120 ft.

DATE:	NO.	REVISIONS

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Corona, CA 92879
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PREPARED BY:

MDS MERSE SCHULTZ
PLANNERS ENGINEERS SURVEYORS

ATWELL
PHASE 2B / TENTATIVE TRACT NO. 37388
P.A.'s 14, 15A, 15B, 16A, 16B, 21, 32, 33, 35B, 48B
EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 16 OF 16

PHASE 2B - TENTATIVE TRACT MAP NO. 37388

Exhibit B
Tentative Tract Map No. 37388 Conditions of Approval

City of Banning

Community Development Department
Conditions of Approval

PROJECT: Tentative Tract Map 37388

SUBJECT: Conditions of Approval (City Council Resolution 2023-04)

APPLICANT: Tri Pointe Homes

LOCATION: North of Meadowline Way, east of Highland Springs Avenue, and west of Highland Home Road/Meridian Avenue. APNs: 408-570-001 and 002, 408-570-005 through 008, 408-570-018 and 019, and portions of 408-570-003 and 004, 408-570-023 and 408-570-046.

EXHIBIT B
To City Council Resolution 2023-04

All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.

Community Development Department

1. The City and Developer are parties to a Development Agreement, recorded on July 17, 2012, as document number 2012-0332888 ("DA"). In the event of any direct inconsistency or conflict between these Conditions of Approval and the DA, the DA shall control. The Developer shall indemnify the City as described in the DA.

2. Approval of this entitlement shall not waive compliance with any sections of the DA, Butterfield Specific Plan, or other applicable City Ordinances in effect at the time of building permit issuance to the extent such City Ordinances are applicable to the project and not vested under the DA.

3. Approval of Tentative Tract Map 37388 shall run with the term of the DA. All conditions of approval must be met on or before the expiration date or the applicant must request an extension of time at least thirty (30) days prior to the expiration date, and receive approval of said extension; otherwise, the approval shall expire and become null and void.

4. Unless approved otherwise by City, the developer shall comply with all applicable conditions of City Council Ordinance No. 1450 approving the Butterfield Specific Plan and conditions of City Council Resolution No. 2017-07 approving Minor Modifications to the Butterfield Specific Plan.

5. All mitigation measures required by the Butterfield Specific Plan Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP), as modified pursuant to the approved Addendum, and conditions of the project's Settlement Agreement shall be implemented if those

measures/conditions relate to this phase or part of the development or are required to be satisfied in connection with this phase or part of the development.

6. A copy of the signed resolution of approval and all conditions of approval and any applicable mitigation measures shall be reproduced in legible form on the grading plans submitted for review and approval as required by the reviewing department.

7. The Developer shall pay all applicable development impact fees and other fees as required under the DA. Adjustments and/or fee credits to the applicable DIFs may be provided as allowed in the DA and any applicable implementing DIF credit agreement. The project proponent shall provide written evidence to the City that school mitigation fees have been paid or other arrangements acceptable to the applicable school district and Developer have been met.

8. Deposits shall be handled per the executed Deposit Agreement dated May 7, 2019.

9. A copy of the final grading and erosion control plan, approved by Engineering, shall be submitted to the Planning Department for review and approval of the landscaping plans when graded cut slopes exceed five (5) feet in height and fill slopes exceed five (5) feet in height.

10. Per DA Exhibit E, Section 5.2, the Developer shall stabilize according to the City Grading and Landscaping Ordinance [as it may be vested under the DA] the rear slope of all residential lots prior to issuance of a certificate of occupancy but shall not be required to landscape and/or irrigate the slopes. It is the intention that the rear yard landscaping will be required and installed within the time specified in the CC&Rs by the homeowner.

11. Per DA Section 6.5.2, Phasing Plans specifying when the lots within Tract 37388 will be developed and when all appropriate public infrastructure within Tract 37388 will be constructed shall be approved prior to commencement of development within the tract. Prior to approval of the Final Map, all conditions requiring the provision or proposed project facilities and subdivision improvements for the area covered by the Tentative Map must be satisfied either through performance or through the provision of suitable security prior to recordation of the Final Map or deferred with City approval under the terms of the DA.

12. Prior to precise grading plan approval, a conceptual (non-structural) project wall/fencing plan to include retaining walls, perimeter walls, and interior walls shall be developed and shall be subject to design review approval by the Planning Department.

13. Prior to precise grading plan approval for PA 35B, a Design Review application for Open Space 35B shall be reviewed and approved by the Planning Commission. The Design Review application for PA 35B shall include conceptual details on recreational uses to be provided within PA 35B, including how these facilities will be linkable to other tracts, parks and open space including public access.

14. Prior to construction of the six proposed parks, the Developer shall obtain approval of a detailed site plan demonstrating the facilities to be provided from the Director of Community Development.

15. All residential and commercial neighborhoods and public facilities shall require Design Review approval by the Planning Director.

16. Temporary construction fencing shall be installed around portions of the tract under construction until replacement by permanent walls/fencing or completion of improvements.

17. Developer shall meet all legal requirements of responsible agencies.

Engineering/Public Works: *The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.*

GENERAL CONDITIONS

18. The subject property shall substantially conform to the approved tentative map and specific plan. The City Engineer may approve minor design modifications to the project plans during the plan check process if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.

19. Revisions to the approved Tentative Map during Final Map plan check process including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).

20. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

21. All applicable mitigation measures specified in the approved Environmental Impact Report (EIR) and the approved Traffic Impact Analysis (TIA) shall be incorporated as conditions of approval for this project and shall be addressed to the satisfaction of the Public Works Director and City Engineer.

22. The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision.

23. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance.

24. Prior to the issuance of any grading, construction, or public works permit by the City, the Applicant shall obtain any necessary clearances and/or permits from the following agencies. Permits will not be unreasonably withheld if the developer has met all typical standards for a permit and satisfied all relevant conditions of approval for the appropriate permit:

    - City of Banning Fire Marshall
    - City of Banning Community Development Department
    - City of Banning Public Works Department
    - City of Banning Water/Wastewater Department

- City of Banning Electric Department
- Riverside County Flood Control and Water Conservation District
- California Regional Water Quality Control Board Colorado River Basin
- Army Corps of Engineers
- California Department of Fish and Wildlife
- South Coast Air Quality Management District

The applicant is responsible for meeting all requirements of permits and/or clearances from the agencies from the non-inclusive list above. When the requirements include approval of approved plans, the applicant shall furnish such proof of approvals when submitting improvement plans to the City. The applicant shall comply with all conditions and mitigation measures and submit copies of all correspondence with the agencies to the Engineering Division.

25. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.

26. The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency unless otherwise agreed upon by the affected parties.

27. The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.

28. The following is a list of items that are required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24"x36" Mylar film. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors):

Plans

- Clearing Plan — 1"=40' Horizontal
  (Includes Fuel Modification and Construction Fencing)
- Rough Grading Plan — 1"=40' Horizontal
- Retaining Wall Plan — 1"=40' Horizontal
  (For wall proposed on RGP)
- Haul Route Plan — 1"=100' Horizontal
  (If soil is exported offsite)
- Erosion and Sediment Control Plan — 1"=100' Horizontal

These 5 plan sets shall be combined and reviewed concurrently as a stand-alone plan set

- Borrow Site/Stockpile Plan — 1"=40' Horizontal
  (If necessary)
- Street Improvement Plans — 1"=40 Horiz./1"=4' Vert.

(Includes Curb Ramp Details)

- Traffic Signing and Striping Plan 1"=40 Horizontal
- Traffic Signal Plan 1"=10' Horizontal
- Traffic Control Plan 1"=40' Horizontal
  (For street classifications of Secondary Highway and greater)

- Landscape Improvement Plan 1"=40' Horizontal
  (Improvements within R/W, BMP identified in WQMP)

- Storm Drain Plan (City Maintained) 1"=40 Horiz./1"=4' Vert.
- Storm Drain Plan (City Maintained) Per RCFCD Standards

- Potable Water Plan 1"=40 Horiz./1"=4' Vert.
- Non-Potable Water Plan 1"=40 Horiz./1"=4' Vert.
- Sewer Plan 1"=40 Horiz./1"=4' Vert.

- Precise Grading Plan 1"=20' Horizontal

Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions.

An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.

All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Reports and Studies

- Final Hydrologic and Hydraulic Report
- Final Water Quality Management Plan
- CLOMR/LOMR
- Traffic Impact Verification
- Water Supply Verification
- Geotechnical Report
- Fault Hazard Report
- Liquefaction Hazard Report
- Dust Control and Prevention Plan
- Engineers Cost Estimates
- Compaction Report
- Grading and Pad Certifications

Permits and Agreements

- Permission to Grade and Construction Agreements (if applicable)
- City Grading Permit
- City Encroachment/Public Works Permit
- WQMP Covenant and Agreement

- Non-Interference Letters
- Performance Bonds
- Labor and Material Bond
- Maintenance Bond

Survey Documents

- Final Map
- Easement Dedications
- Corner Records
- Record of Survey

29. If a CFD is considered for this tract, prior to first COO, the applicant shall either demonstrate that the CFD has already been created or that a CFD application has been submitted and accepted as complete by the City of Banning Financial Services Division and shall include all maps, related Engineers report, and the required information (CFD boundary maintenance areas by location and type, etc.) to the satisfaction of the City Engineer.

30. A Homeowners' Association (HOA) or other mechanism as approved by the City Engineer, shall be responsible for the maintenance of the public parkways and median island landscaping, slopes adjacent to public rights-of-way, debris basins, detention and retention basins, public parks, linear parks and trails along the creeks, open space areas, BMP's referenced in the approved WQMP, and other items as required by the City Engineer. The maintenance mechanism shall be established prior to the first COO. In the event that the Applicant creates a Homeowners' Association (HOA), the Covenants, Conditions, and Restrictions (CC&Rs) and Articles of Incorporation of the Homeowners' Association are subject to the approval of the Planning and Engineering Divisions and the City Attorney. A recorded copy shall be provided to the City Engineer. The Homeowners' Association shall submit to the Planning Division a list of the name and address of their officers on or before January 1 of each and every year and whenever said information changes.

31. The conditions, covenants and restrictions shall contain provisions which prohibit dissolution of the Homeowners' Association unless another entity has agreed to assume the operation and maintenance responsibilities of the Homeowners' Association. The conditions, covenants and restrictions shall contain provisions that prohibit the Applicant and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these conditions of approval unless the subject property is reverted to acreage and the subdivision abandoned.

32. The conditions, covenants and restrictions shall include provisions for the City of Banning to maintain landscaping of the public parkways and median island landscaping, slopes adjacent to public rights-of-way, debris basins, detention and retention basins, public parks, linear parks and trails along the creeks, open space areas, BMP's referenced in the approved WQMP, and other items as required by the City Engineer, in the event that the Homeowners Association fails to meet this obligation. The Applicant shall enter into an agreement that allows for the City of Banning to charge the Homeowners Association for the maintenance cost incurred in this condition.

33. The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.

34. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)

35. All future utility systems including gas, electric, telephone, water, sewer, and cable TV, except for temporary utility systems as defined under the DA, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

36. Any existing public improvements that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

37. Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions.

MAPPING AND SURVEY

38. The submittal, approval, and recordation of the final map shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.

39. The final map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.

40. In the event that the applicant in unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process.

41. During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization.

42. Any public right-of-way or streets to be vacated from public use, pursuant to Street and Highway Codes Sections 8300 through 8363, shall conform to the complete vacation procedure and show specific circulation alternative, where required. All street vacations shall be shown on the final tract map.

43. All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer and/or RCFC&WCD. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.

44. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.

45. A map of the proposed subdivision drawn at 1"=200' showing the outline of the streets including street names shall be submitted to the City to update the city atlas map.

46. The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.

Prior to Issuance of a Grading Permit, Public Works Permit, or Construction Permit

47. The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.

48. The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer.

49. The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents, including this tentative tract map, Butterfield Specific Plan, and associated Development Agreements. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.

50. The applicant shall offer to dedicate to the City of Banning additional Right of Way as described below:

    HIGHLAND HOME ROAD (modified) (32 Foot Additional R/W) fronting the site as a MODIFIED MAJOR HIGHWAY for public street and utility purposes. Dedication shall include for a 10' Landscape Lot adjacent to the ultimate west R/W. Dedication shall include a 3' PUE within the Landscape Lot adjacent to the west R/W.

    MEADOWLINE WAY (46 Foot Half Width) fronting the site as a MODIFIED COLLECTOR for public street and utility purposes. Road was dedicated with FM 37389-1. This map shall dedicate a 3' PUE adjacent to the northern right of way to the City of Banning. This map shall dedicate a 5' trail easement adjacent to the northern right of way to the City of Banning.

    STREET D, E, R, W (70 Foot R/W) – NEIGHBIRHOOD ENTRY as depicted on TTM 37388. This map shall dedicate a 3' PUE adjacent to the proposed ultimate right of way on both sides of the street to the City of Banning.

    STREET A, B, C, D, F, G, H, I, J, K, L, M, N, O P, Q, S, T, U, V, X, Y, Z, AA, BB (56 Foot R/W) as a MODIFIED LOCAL RESIDENTIAL STREET for public street and utility purposes. This map shall dedicate a 3' PUE adjacent to the proposed ultimate right of way on both sides of the street to the City of Banning.

    PA 15A DRIVE A (PRIVATE) – This map shall dedicate public utility easements over the entire roadway to the City of Banning. This map shall further dedicate a 4.5' PUE (s'ly) and 3' PUE (n'ly) adjacent to the roadway lot to the City of Banning.

    PA 15A DRIVE B, C, D, E, F, G, H, I, J, K, L, M, N, O, P, Q (PRIVATE) – This map shall dedicate public utility easements over the entire roadway to the City of Banning. This map shall further dedicate a 3' PUE (s'ly) and 3' PUE (n'ly) adjacent to the roadway lot to the City of Banning.

This map shall dedicate all other rights of way and easements as shown on the approved TTM exhibit.

This map shall dedicate public utility and emergency access easement over the PA15B Access Road to the City of Banning at a minimum width of 28 feet.

All offers of dedication shall include the corner cut-back at all intersections.

51. Legal descriptions and plans of street dedication shall be provided to the Engineering Division for review and approval before acceptance by the City Council and recorded by the County of Riverside.

52. The TTM indicates that phased final maps will be processed. If the maps are to be processed individually, then each map shall make allowances to provide required points of access for utility and emergency access to the satisfaction of the City Engineer, City Fire Marshall, and the City Community Development Director.

Prior to Map Recordation

53. The Applicant shall dedicate right-of-way or provide temporary easements beyond either the phased construction and/or tract boundary required to provide utility service, public and/or emergency vehicular ingress and egress access to the nearest paved and publicly maintained street to the satisfaction of the City Engineer, City Fire Marshall, and the City Community Development Director.

54. Applicant shall construct on-site and off-site improvements required for the development of the property in accordance with the approved plans and satisfy its obligations for same, or shall furnish secured and executed Subdivision Improvement Agreements on terms agreed to by the parties guaranteeing the construction of such improvements and the and the satisfaction of its obligations for same, or shall agree to any combination thereof, unless such improvements are deferred with City approval under the terms of the DA or as otherwise set forth under the terms of the DA. For off-site improvements, the procedures and requirements of Government Code Section 66462.5 shall apply, including the potential acquisition of those rights by the City or waiver of the City's requirement to obtain those rights.

55. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

Faithful Performance Bond	100% of estimated cost
Labor and Material Bond	100% of estimated cost
Monumentation Bond	In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer

Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

56. The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal. Approval of street names shall be completed prior to the final submittal of the final map.

57. Prior to the recordation of Final Map or the issuance of the first grading permit (whichever occurs first), the applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for an access plan to provide the site two (2) points of emergency access should final maps be phased.

Prior to the Issuance of a Certificate of Occupancy

58. The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning or the Riverside County Flood Control and Water Conservation District unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer prior to the issuance of any certificate of use and/or occupancy.

Prior to the Release of Surety

59. Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.

60. The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:

    - Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.
    - Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.

61. Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.

62. A record of all street centerline monument ties shall be submitted to the Engineering Division upon completion of improvements or prior to the release of the Monumentation Bond.

STREETS AND TRAFFIC

63. A minimum of 36' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 36' pavement requirement.

64. A minimum width of 20 feet for a paved or all-weather emergency access. If requirements for other departments differ, the greater roadway width is required.

65. All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections.

66. The following street improvements are required per the Butterfield Specific Plan, Development Agreement, and Tentative Map 37388.

    HIGHLAND HOME ROAD: Construct partial width street improvements for MODIFIED MAJOR HIGHWAY roadway per Butterfield Specific Plan, (38' AC Pavement, 40' offset to C&G, 8' shoulder) including the following: Curb and Gutter, AC Pavement, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

    D, E, R, W STREETS: Construct full width street improvements for MODIFIED LOCAL roadway per the Butterfield Specific Plan and TTM 37388 including the following: Curb and Gutter, AC Pavement, Landscaped Median (where driveways do not exist), Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

    A, B, C, D, F, G, H, I, J, K ,L, M, N, O P, Q, S, T, U, V, X, Y, Z, AA, BB STREET: Construct full width street improvements for MODIFIED LOCAL roadway per the Butterfield Specific Plan and TTM 37388 including the following: Curb and Gutter, AC Pavement, Driveways, Street Lighting, Sidewalk, Parkway Landscaping, Traffic Signs, Roadway Striping.

    PRIVATE DRIVES: Construct full width street improvements for PRIVATE DRIVES roadway per the Butterfield Specific Plan and TTM 37388 including the following: Curb, Curb and Gutter, AC Pavement, Driveways. Parking shall be prohibited Private Drives, as indicated on the tentative map.

67. Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

68. Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method. The minimum pavement section shall be consistent with published City standards at the time of construction.

69. Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years.

70. In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.).

71. Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to.

72. The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance with City of Banning standard drawings.

73. All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 12 percent or less.

74. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.

75. Residential driveway grades shall not exceed twelve percent unless approved by the City Engineer.

76. Mitigation measure TRF-2 requires a Traffic Impact Analysis (TIA) Validation Report to be submitted to the City Engineer for review for each map phase.

77. Traffic improvements shall adhere to Traffic Verification Letter for Atwell Phase 2B. Per the letter approved on 3/24/22, traffic impacts are to be mitigated prior to the Phase 2A Buildout Scenario. If this project is phased and constructed prior to the 2A buildout Scenario, the following items shall be completed prior the issuance of building permits within Phase 2B.
    a. Installation of traffic signal at the intersection of Wilson Street and Highland Home Road
    b. Applicant shall revise the traffic sensitivity analysis for Phase 2A and 2B to reflect anticipated construction sequencing with regard to Wilson Street improvements at Smith Creek prior to the issuance of any building permit within Phase 2B. The recommendations in said report shall allow for the phased construction of a specified number of units in Phase 2A and 2B prior to the widening of Wilson Street at the Smith Creek. After unit threshold has been met, widening of Wilson Street at the Smith Creek will be required.
78. Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, raised pavement markers (including blue raised pavement markers at fire hydrants), and street name signs.
79. Street names signs and traffic control devices including traffic legends and traffic striping shall be installed or relocated in accordance with applicable City or Caltrans standards and as shown on the approval plans and/or as directed by the City Engineer.
80. Streetlights shall be installed in accordance with the City of Banning Electric Department Standards.
81. All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500.
82. Access to any phased construction site shall be restricted by a temporary installation of a chain link fence with locks to restrict public access but allowing emergency vehicle access per City acceptable arrangements as required by the City Engineer.
83. Applicant shall provide horizontal and vertical site distance calculations per Riverside County Transportation Department and Caltrans Standards for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows:
    - All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al).
    - All horizontal curve sight line design shall be per Riverside County Standards (Plates 114, 821, et al). Horizontal curve design speeds shall be noted on the plan sheets.
    - Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. All Butterfield Specific Plan requirements and City of Banning Ordinances shall be met while achieving the required safety requirements.

Prior to Recordation of a Final Map

84. The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.

85. Prior to map recordation for any subsequent development phases, detailed phasing plans shall be submitted for review and approval by the Public Works Director, Community Development Director and City Engineer. Each phasing plan shall identify construction access, public access and emergency access routes.

Prior to Issuance of a Public Works Permit

86. A Traffic Control Plan based on the Work Area Traffic Control Handbook (WATCH) shall be submitted, for review and approval by the City Engineer. The Traffic Control Plan shall be prepared by a California Registered Traffic Engineer or Civil Engineer experienced in this type of plan preparation. Traffic control shall be included as a line item in the Engineer's Estimate for bonding purposes. No construction for a particular improvement shall be allowed prior to the approval of this plan.

87. All required public improvements for the project shall be completed, tested, and approved by City of Banning to the satisfaction of the City Engineer or their designee. The City will provide inspections in a timely manner and any inspections exceeding two (2) inspections will require a meeting with the City Engineer to address.

88. All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance.

Prior to Release of Bonds/Surety

89. Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer and Public Works Director.

90. Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on affected City of Banning accepted streets within the Specific Plan. This condition does not apply to Highland Springs Avenue or Wilson Street, where due to the regional nature of these facilities, it would be impossible to validate the amount of pavement damage caused by ongoing construction activities.

LANDSCAPING

91. A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's.

92. The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval.

93. Alternatively, to having an HOA provide maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, any debris basins, BMPs referenced in the

approved WQMP, and median island landscaping, a Landscaping Maintenance District (LMD), or other public financing mechanism, can be formed to provide for the landscape maintenance.

94. Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Any street cuts in roadways less than 5 years old may require full width grind and overlay to the City Engineer's discretion.

95. The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to the HOA or other public financing District. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal.

96. The Applicant shall install landscaping using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living groundcover, a low percentage of turf coverage (limited to 25% of the planted area), and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

97. An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

98. Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable to the City Engineer for review and approval.

99. Landscape improvement plans shall incorporate the City's letter, dated May 11 2019, providing construction level recommendations to the landscape working drawings.

Prior to Map Recordation

100. Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer.

GRADING AND DRAINAGE

101. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.

102. The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.

103. The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.

104. Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.

105. Grading and excavations in the public right of way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California.

106. Rough grading plans shall include retaining walls with top of wall and top of footing elevations shown. All footings shall meet minimum Building and Safety Department requirements and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.

107. The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criterion is exceeded, additional drainage facilities shall be designed and constructed.

108. The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The project shall be designed to detain the 100 year/3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours.

109. Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Drainage facilities shall be in accordance with the approved tentative map and specific plan. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD.

110. If the site is located in a Flood Area as identified in Flood Insurance Rate Map dated August 28, 2008, the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge.

111. The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Prior to issuance of any grading permits, FEMA may require a hydrologic and hydraulic analysis to be submitted and approved that demonstrates that the development will not cause any rise in base flood levels.

112. Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued.

113. Prior to the issuance of any grading or building permit, the applicant shall install trash filters on newly constructed storm drain systems that are not tributary to any onsite water quality/detention basin in compliance with the Trash Amendment as amended and approved in accordance with California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011.

Prior to Issuance of a Grading Permit

114. A grading permit shall be obtained from the Public Works Department prior to the commencement of any grading work.

115. Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.

116. Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.

117. Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction.

118. Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required.

119. The applicant shall submit a PM10 Management Plan for construction operations to the City Engineer and/or SCAQMD for review and approval.

120. The applicant shall submit a construction haul route plan to the City Engineer for review and approval if dirt will be imported/exported from the project site. Deviation during construction from the approved plan shall constitute a violation of the conditions of the grading permit.

121. A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.

122. The applicant shall retain a qualified archeologist, paleontologist, and biologist for observation of grading and excavation activities in accordance with the approved mitigation program.

123. The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer.

124. For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The

applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):

- Temporary Soil Stabilization (erosion control).
- Temporary Sediment Control.
- Wind Erosion Control.
- Tracking Control.
- Non-Storm Water Management.
- Waste Management and Materials Pollution Control.

All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City.

125. Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris.

126. The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land.

127. If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a conditional letter of map revision (CLOMR) shall be processed through FEMA and provided to the City Engineer.

128. Notation shall be placed on all applicable rough grading plan(s) that states "Compliance with Mitigation Measures BIO-1 and BIO-2 is required."

Prior to the Issuance of a Building Permit

129. A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.

130. The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.

Prior to Recordation of a Final Map

131. A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.

132. The applicant shall identify and include in its improvement plans those routine structural and non-structural Best Management Practices (BMP's) as outlined in Supplement A to the Riverside County Drainage Area Management Plans and any attachments or revisions.

Prior to any Certificate of Occupancy (COO)

133. If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a letter of map revision (LOMR) shall be processed through FEMA and provided to the City Engineer prior to occupancy of affected lots.

POTABLE WATER IMPROVEMENTS

134. All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

135. All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.

136. All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.

137. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

138. All water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement.

139. Fire hydrants shall be installed within and on the tract boundaries as per approved plans, at a 300-foot maximum spacing.

140. The fire service will require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department.

141. Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use at community facilities and landscape meters.

142. Submit Water Improvement Plans along with the infrastructure phasing plan to the City Engineer for review and approval. The phasing plan, which shall be supported by a hydraulic analysis, shall identify all required water infrastructure (e.g. water mains, wells, booster stations, pressure reducing stations, reservoirs, etc.) required to meet the demands of this tract map. Design and construct water lines throughout and to property boundaries to tract as needed. The proposed new water lines shall connect to the City's water system as needed.

143. Submit a hydraulic analysis report demonstrating adequate pressures throughout the project's water system during max day demand (MDD) with fire flow conditions. The hydraulic analysis, based on the City's latest calibrated water model, shall identify when and if additional facilities would be required to meet Project water demands.

144. A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications.

145. Sizing and timing of the construction of the water storage tanks shall be identified in the phasing plan as determined by the water system analysis or as agreed to by the Developer and the City of Banning.

146. All water mains shall be looped whenever feasible. Applicant will work with the City Engineer and Water Department on agreeable design to either eliminate or reduce to the greatest extent possible dead-end lines within the subdivision.

Prior to Recordation of a Final Map

147. As required by the City Engineer and prior to recordation of the final tract map, Applicant shall prepare, and the City shall approve a Focused Water Study. The Focused Water Study shall include but not be limited to identifying well production facility locations, treatment requirements, define on/off site transmission facilities, location and volume of system storage, define system points of connection and booster or reducing stations. The report must verify that water pipeline sizes and pressures meet all required water flow rates and identify offsite system improvements and phase in which they shall be constructed.

148. Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards.

Prior to the Issuance of a Building Permit

149. All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles.

Prior to any Certificate of Occupancy

150. Prior to occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Titles 17 and 22 California Code of Regulations.

NON-POTABLE WATER IMPROVEMENTS

151. All public non-potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

152. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

153. Submit non-potable water Improvement Plans along with a non-potable water Master Plan that includes a written phasing plan to the City Engineer for review and approval. Design and construct non-potable water lines throughout to parks, schools, and other large irrigation areas and to tie-in points at the tract boundary as agreed to in the Development Agreement, Developer, and City of Banning.

154. All non-potable water lines to be constructed within the Public right-of-way shall be a minimum of 8-inches in diameter DIP (Class 350) with restrained joints conforming to DIRPA design guidelines where required. Final sizes shall be approved by the City Engineer based on hydraulic calculations provided by the design engineer. Where non-potable water line

easements are necessary, they shall be a minimum of 20 feet wide if improvements are installed outside of right-of-way or public utility easements. All non-potable water DIP mains shall be protected with purple-colored V-Bio polyethylene encasement.

155. A backflow device must be installed on each irrigation water connection, and in compliance with the State of California Department of Health Regulations. Contact the City of Banning, Water Operations Division, prior to the installation.

156. The non-potable water plans shall include appropriate signage for the irrigation of publicly accessible areas with non-potable water as required by the California Code of Regulations.

Prior to the Recordation of a Final Map

157. As required by the City Engineer and prior to recordation of the final tract map, applicant shall prepare, and City shall approve a supplemental Focused Recycled Water Study (may be combined with the Focused Water Study) to define system components and shall include a phasing plan for all recycled water facilities. Prior to map recordation, recycled water plans shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer. Design and installation of recycled water facilities shall be in accordance with the requirements and specifications of the State Division of Drinking Water, Riverside County Environmental Health, and the City of Banning. If interim use of potable water is required until Recycled water becomes available, a potable-to-non-potable above ground connection shall be designed, with a reduced pressure backflow preventor. The number of potable-to-non-potable connections shall be kept to a minimum and are subject to approval by the State Division of Drinking Water.

158. Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards.

Prior to the Issuance of a Building Permit

159. All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer.

Prior to any Certificate of Occupancy

160. Prior to occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Titles 17 and 22 California Code of Regulations.

SEWER IMPROVEMENTS

161. All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

162. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

163. Submit Sewer Improvement Plans along with the infrastructure phasing plan to the City Engineer for review and approval. The phasing plan shall identify all required sewer infrastructure (e.g. sewer mains, lift stations, treatment facilities, manholes, etc.) required to meet the demands of the tract map. A hydraulic analysis will need to be prepared and submitted that demonstrates the maximum discharge that can be accommodated by the existing collections system before a new trunk line is needed. Design and construct sewer lines throughout and to property boundaries of this tract. The proposed new sewer lines shall connect into the City's sewer system.

164. All sewer lines to be constructed within the public right-of-way shall be extra strength Vitrified Clay Pipe (VCP) or Polyvinyl Chloride (PVC) SDR 26 Pipe. All sewer mains shall be minimum of 8 inches in diameter. Any sewer main less than or equal to 15-inches (15") shall be PVC. Any sewer main greater than 15-inches (15") shall be extra strength VCP. Any sewer with more than 15' cover (FG/FS to top of pipe) shall be extra strength VCP. Final sizes shall be approved by the City Engineer based on calculations submitted by the design engineer accounting for ultimate discharge flows for phase and all upstream areas. Sewer line easements shall be a minimum of 20 feet wide if installed outside of right-of-way or public utility easement.

165. Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.

166. A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

167. Sewer mains shall maintain a straight alignment from manhole to manhole whenever feasible. Bends in PVC pipe shall not be allowed. The required radius, when necessary, shall be achieved by use of deflection at the joint with VCP pipe, following manufacturer's guidelines.

Prior to Recordation of a Final Map

168. As required by the City Engineer and prior to recordation of the final tract map, the applicant shall submit a redline revised copy of the previously approved Specific Plan Sewer Study with updates to reflect the final built condition through this phase and demonstrate that the current buildout is substantially consistent with the approved sewer study.

169. Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer.

Prior to the Issuance of a Building Permit

170. All required sewer lines and sewer laterals shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer.

Prior to any Certificate of Occupancy

171. The Wilson Sewer Lift Station shall be constructed and fully operational

Prior to Surety Release

172. The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements.

TRASH/REFUSE/RECYCLING/ORGANICS

173. **Prior to the issuance of a Building Permit:** For any alley loaded and multi-family project, the applicant shall supply a Trash Management Plan indicating where bin placement will occur on the specified trash collection day. Appropriate signage shall be required to restrict parking in trash collection zones on collection day, and the 24-hour period prior to and after collection day.

SOLID WASTE COLLECTION SERVICES

174. Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.

CONSTRUCTION & DEMOLITION PROJECTS

175. Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non-Residential (5.408).

176. Applicants are required to use the City's exclusive franchise hauler unless otherwise approved in writing by the Public Works Department.

177. Applicants are encouraged to review the referenced sections in the 2019 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf.

178. Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Solid Waste Program Coordinator (SWPC) prior to commencement of construction or demolition. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a plan template.

179. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a report form template.

FEES

180. All fees must be paid in full at the thresholds identified below, and as identified in the project Development Agreement.

181. Any development impact fee that is reimbursable per the terms of the Development Agreement must be identified and provided to the City Engineer for concurrence.

182. Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.

183. A fee shall be paid to Riverside County Flood Control and Water Conservation District in the amount specified by them to perform plan checking for drainage purposes for the proposed subdivision.

184. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.

Prior to the Issuance of a Grading Permit

185. Fees for a Grading Permit and related NDPES and Inspection Fees shall be paid prior to the issuance of any Grading Permit.

Prior to the Issuance of an Encroachment Permit

186. Public Works Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

Prior to Issuance of Certificate of Occupancy

187. Water connection fees and water meter installation charges shall be paid in accordance with the fee schedule in effect at that time and the Development Agreement.

188. Sewer connection fees will be paid prior to permit issuance.

189. Traffic Impact Fees shall be paid prior to occupancy of the first structure in each tract map.

190. A plan storage fee shall be paid for any engineering plans that may be required prior to issuance of certificate of occupancy in accordance with the fee schedule in effect at the time the fee is paid.

Electric Utility:

191. The City of Banning Electric Utility ("Utility") will require adequate easements needed to service the project. An easement area behind sidewalk will be required on Highland Home Rd, Meadowline Way, and Apex St for vaults, conduits, streetlights and pad mounted transformers and switches. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to include the installation of electric distribution facilities within all common areas.

192. Streetlight infrastructure is to be installed by the developer and are assumed to be publicly owned and maintained by the Utility.

193. Prior to constructing the Utility's electric distribution system, the developer shall submit a detailed engineering plan showing design, location, and schematics for the utility system to be approved by the Utility. It will also be required that the developer follow the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project. Design conditions and

requirements to serve the project with electricity shall be discussed and reviewed following approval of TTM No. 37388.

194. The Developer shall execute one or more line extension agreements with the Utility providing for the installation, construction, improvement, and dedication of the utility system following approval of tentative tract map.

195. All electric utility equipment will require to have adequate working clearances per local and state requirements, because of this some trees and bushes shown on the landscape plan might be eliminated. This equipment includes substructures, transformers, pad mounted switch gear and meter locations.

Fire Department:

196. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Fire hydrant(s) location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2016 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.

197. Fire Department Access: Prior to building permit issuance, provide a site plan showing the fire lanes. Access roads shall be provided to within 150 feet to all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. The construction of the access roads shall be all weather and capable of sustaining 40,000 lbs. over two axles for areas of residential development and 60,000 lbs. over two axels for commercial developments. Approved vehicle access, either permanent or temporary, shall be provided during construction Ref. CFC 503.1.1, 3310.1 and 503.2.1

198. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1

199. Construction Permits Fire Department Review: Submittal of house construction plans to the Office of the Fire Marshal for development, construction, installation, and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.

200. Phased Construction Access: If construction is phased, each phase shall provide approved access for fire protection prior to any construction. Ref. CFC 503.1Banning Fire Services – Office of the County Fire Marshal Planning Case Conditions - Page 2 99 E. Ramsey Street • P.O. Box 998 • Banning, CA 92220-0998 • (951) 922-3100 7. Residential Fire Sprinklers: Residential fire sprinklers are required in all one and two-family dwellings per the California Residential Code (CRC). Plans must be submitted to the Office of the Fire Marshal for review and approval prior to installation. Ref. CRC 313.2

201. All electronically operated gates shall be provided with Knox key switches and automatic sensors for access. Ref. CFC 506.1

202. Addressing: All residential dwellings shall display street numbers in a prominent location on the street side of the residence. All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

END

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-30, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display**

RECOMMENDATION:

That the City Council approve the Production Agreement with Pyro Spectaculars, Inc. of Rialto, CA in the amount of $32,000 for the aerial fireworks show on July 4, 2024 and authorize the City Manager to execute the agreement.

BACKGROUND:

For over a dozen years, other than the COVID restriction year of 2020, the City of Banning has offered an annual July 4th Celebration including vendors, music, kids and family activities as well as stunning aerial fireworks display and it has become a well-known, and community supported event.

Last year's event had an estimated 1,800 people in attendance at Nicolet Middle School and thousands of other community members watching the fireworks show from their home, local parks, and adjacent neighborhoods. The feedback from the community was that the event was a beneficial and well-liked event that brought the community together.

Pyro Spectaculars, Inc. is the single source providing most of the aerial fireworks shows on July 4th in California and throughout the United States. Staff has inquired and with Pyro Spectaculars, Inc. as to the secure the best pricing for aerial fireworks show and received a quote of $32,000. This fee includes a $2,000 increase over last year's show price. This higher price has come about due to many increases that can be seen throughout the supply chain including insurance costs, shipping and labor costs.

Pyro Spectacular continues to provide a significant discount to the City of Banning as a returning customer for multiple years. New customers that request a July 4th show for 2024 will pay a minimum of $39,000. Customers that cancel annual shows and choose to return in subsequent years will no longer be offered the retuning customer discount.

If the production agreement is approved and executed, the City of Banning will pay 50% or $16,000 on April 1st and the remaining 50%, or $16,000 after the show takes place on July 4th.

JUSTIFICATION:

Staff feels providing a July 4th event and including the aerial fireworks display provides a tremendous community benefit. Pyro Spectaculars, Inc. has performed over a dozen July 4th shows in Banning and proven themselves to deliver an exciting and safe show for the community. Funding is currently allocated

in the FY 2023-24 budget (Account 001-5400-446-41.58) to support the annual July 4th event including the Aerial Fireworks Display. Additionally, Pyro Spectaculars, Inc. will provide liability insurance naming the City of banning as additional insured and works closely with our fire marshal each year to mitigate the risk associated with fireworks show.

FISCAL IMPACT:

Sufficient funds are available and were budgeted in the July 4th Celebration account 001-5400-446-41.58. A 50% payment for the aerial fireworks display will take place on April 1st and the balance will be paid after the show takes place on July 4th.

ALTERNATIVES:

1. Adopt Resolution 2024-30, Approving the Agreement with Pyro Spectaculars, Inc. for production of the fireworks display at the July 4th,
2. Provide alternate direction.

ATTACHMENTS:

1. Resolution 2024-30, Pyro Spectaculars.docx
2. Banning, City of_Proposal & Agreement_7-4-24_.pdf

RESOLUTION 2024-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AGREEMENT WITH PYRO SPECTACULARS, INC. FOR PRODUCTION OF THE FOURTH OF JULY AERIAL FIREWORKS DISPLAY

WHEREAS, The City desires to hold a community event with an aerial fireworks display on July 4, 2024; and

WHEREAS, The July 4th Celebration was held in July of 2023 and it was a huge success with 1,800 people estimated in attendance inside the fence at Nicolet Middle School Field and thousands more watching the show from throughout Banning; and

WHEREAS, Pyro Spectaculars is a single source provider of fireworks shows on July 4th providing over 200 shows each year in California and throughout the United States; and

WHEREAS, Pyro Spectacular has performed the annual show in Banning for over a dozen years and proven themselves to deliver an exciting and safe show for the community; and

WHEREAS, Pyro Spectaculars, Inc., of Rialto, CA has provided these services for the City in the past and has proved able to perform to set expectations; and

WHEREAS, Pyro Spectaculars, Inc., of Rialto, CA submitted pricing of $32,000 through an informal request; and

WHEREAS, Sufficient funding for the Aerial Fireworks show and Fourth of July Celebration is budgeted and is available in account 001-5400-446.41.58 for FY 2023-24.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. Approves the Production Agreement with Pyro Spectaculars, Inc. in the amount of $32,000.

SECTION 2. Authorizes the City Manager to execute the Production Agreement, sign all necessary documents, and make all necessary budget adjustments to facilitate the Production 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 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-29, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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 with Pyro Spectaculars, Inc.

2024 Pyrotechnic Fireworks Proposal

PYRO SPECTACULARS

by Souza®



City of Banning

July 4, 2024



December 18, 2023

City of Banning
Ralph Wright
P.O. Box 998
Banning, CA 92220-0665

Subject: Proposal for your event on **July 4, 2024**, **PROGRAM A** for **$32,000.00**. The fireworks elements provided are prepared to shoot from Nicolet Middle School baseball field.

Pyrotechnics:	☐Close Proximity	☑Display Fireworks	☐Firecrackers
Theatrical Effects:	☐Spark Machines	☐Flames	☐CO2 Cryo Jets
	☐Confetti/Streamers	☐Lights	☐Foggers
Drones:	☐ Light Animations	☐ Accents	

Dear Ralph Wright,

Pyro Spectaculars, Inc. is delighted to present our proposal for the full-service custom-designed **PROGRAM A** for the production of your upcoming event. We are confident that our production capabilities and crew experience will result in the display of an unforgettable experience for your audience.

Enclosed you will find three important documents that outline our **PROGRAM A** proposal in detail:

1. **Product Synopsis - Proposal**: Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts.
3. **Scope of Work**: Outlines the responsibilities and services to be provided by both Pyro Spectaculars, Inc. and City of Banning that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

To secure your program, return the fully executed Production Agreement, and initial payment, to our office by the PRICE FIRM date, March 4, 2024. Please note that program availability, pricing, and show date may be subject to change if these are not timely received.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact either myself or your dedicated Customer Service Representative, Maria Barajas, at (909) 355-8120, extension 228

Sincerely,

Pyro Spectaculars, Inc.

Jeff Martin

Jeff Martin, Sales Manager
mb

www.pyrospec.com

Pyro Spectaculars, Inc.
P.O. Box 2329, Rialto, CA 92377 • Phone: (909) 355- 8120 • Fax: (909) 355-9813

Pyrotechnic Fireworks Proposal
City of Banning
PROGRAM A – July 4, 2024
$32,000.00

Main Body - Aerial Shells

Description	Quantity
♦ 3" Souza Designer Selections	300
Total of Main Body - Aerial Shells	**300**

Pyrotechnic Devices

Description	Quantity
♦ Sousa Platinum Line Custom Multishot Device	100 Shots
♦ Sousa Diamond Line Custom Multishot Device	400 Shots
♦ Sousa Emerald Line Custom Multishot Device	300 Shots
♦ Sousa Silver Line Custom Multishot Device	294 Shots
♦ Sousa Pro-formance Mulitshot Device	456 Shots
Total of Pyrotechnic Devices	**1,550**

Grand Finale

Description	Quantity
♦ 2.5" Souza Designer Bombardment Shells	36
♦ 3" Souza Designer Bombardment Shells	180
Total of Grand Finale	**216**

Grand Total 2,066

Display duration approximately 18-20 minutes

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

Pyro Spectaculars, Inc.
P.O. Box 2329
Rialto, CA 92377
Tel: 909-355-8120 :::: Fax: 909-355-9813

PRODUCTION AGREEMENT

This agreement ("Agreement") is made this _____day of _____,**2024** by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as ("PYRO"), and **City of Banning**, hereinafter referred to as ("CLIENT"). PYRO and CLIENT are sometimes referred to as "Party" or collectively as "Parties" herein.

1. **Engagement** - CLIENT hereby engages PYRO to provide to CLIENT one fireworks production ("Production"), and PYRO accepts such engagement upon all of the promises, terms and conditions hereinafter set forth. The Production shall be substantially as outlined in Program "**A**", attached hereto and incorporated herein by this reference.

1.1 **PYRO Duties** – PYRO shall provide all pyrotechnic equipment, trained pyrotechnicians, shipping, pyrotechnic products, application for specific pyrotechnic permits (the cost of which, including standby fees, shall be paid by CLIENT) relating to the Production, insurance covering the Production and the other things on its part to be performed, including preproduction services, all as more specifically set forth below in this Agreement and in the Scope of Work ("Scope of Work"), attached hereto, incorporated herein by this reference, and made a part of this Agreement as though set forth fully herein.

1.2 **CLIENT Duties** – CLIENT shall provide to PYRO a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 6 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

2. **Time and Place** - The Production shall take place on **July 4, 2024**, at approximately **9:00 p.m.,** at **Nicolet Middle School baseball field, 101 E Nicolet St., Banning, CA**, Site.

3. **Fees, Interest, and Expenses** -

3.1 **Fee** - CLIENT agrees to pay PYRO a fee of $**32,000.00**USD (**THIRTY TWO THOUSAND DOLLARS**) ("Fee") for the Production. CLIENT shall pay to PYRO an initial payment ("Initial Payment") equal to 50 % of the Production Fee $**16,000.00**USD (**SIXTEEN THOUSAND DOLLARS**) plus estimated permit and standby fees, and other regulatory costs approximated at **$00.00 OR an amount to be determined,** for a total of **$16,000.00**, upon the execution of this Agreement by both parties but no later than **March 4, 2024**. The Initial Payment is a partial payment toward the preproduction services and costs set forth in the Scope of Work ("Preproduction Services and Costs".) The balance of the Fee shall be paid no later than **July 5, 2024**. CLIENT authorizes PYRO to receive and verify credit and financial information concerning CLIENT from any agency, person or entity including but not limited to credit reporting agencies. The "PRICE FIRM" date, the date by which the executed Agreement must be delivered to Pyro, is set forth in paragraph 20.

3.2 **Interest** - In the event that the Fee is not paid in a timely manner, CLIENT will be responsible for the payment of 1.5% interest per month or 18% annually on the unpaid balance. If litigation arises out of this Agreement, the prevailing party shall be entitled to reasonable costs incurred in connection with the litigation, including, but not limited to attorneys' fees.

3.3 **Expenses** – PYRO shall pay all normal expenses directly related to the Production including freight, insurance as outlined, pyrotechnic products, pyrotechnic equipment, experienced pyrotechnic personnel to set up and discharge the pyrotechnics and those additional items as outlined as PYRO's responsibility in the Scope of Work. CLIENT shall pay all costs related to the Production not supplied by PYRO including, but not limited to, those items outlined as CLIENT's responsibility in this Agreement and Scope of Work.

4. **Proprietary Rights** - PYRO represents and warrants that it owns all copyrights, including performance rights, to this Production, except that PYRO does not own CLIENT-owned material or third-party-owned material that has been included in the Production, and as to such CLIENT-owned and third-party-owned material, CLIENT assumes full responsibility therefore. CLIENT agrees that PYRO shall retain ownership of, and all copyrights and other rights to, the Production, except that PYRO shall not acquire or retain any ownership or other rights in or to CLIENT-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, CLIENT consents to the use of CLIENT-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. PYRO reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of PYRO is prohibited.

5. **Safety** - PYRO and CLIENT shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within PYRO's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by PYRO for fireworks to fail or malfunction, or for PYRO to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of PYRO.

6. **Security** - CLIENT shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by PYRO from entering an area to be designated by PYRO as the area for the set-up and discharge of the Production, including a fallout area satisfactory to PYRO where the pyrotechnics may safely rise and any debris may safely fall. PYRO shall have no responsibility for monitoring or controlling CLIENT's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

7. **Cleanup** - PYRO shall be responsible for the removal of all equipment provided by PYRO and clean up of any live pyrotechnic debris made necessary by PYRO. CLIENT shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

8. **Permits** - PYRO agrees to apply for permits for the firing of pyrotechnics only from the **Riverside County Fire Department,** FAA, and USCG, if required. CLIENT shall be responsible for any fees associated with these permits including standby fees. CLIENT shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

9. **Insurance** - PYRO shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with PYRO's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect CLIENT from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from PYRO's performance of this Agreement, only. The types and amounts of coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from CLIENT's negligence or willful conduct or from failure of CLIENT to perform its obligations under this Agreement, coverage for which shall be provided by CLIENT.

The coverage of these policies shall be subject to reasonable inspection by CLIENT. Certificates of Insurance evidencing the required general liability coverage shall be furnished to CLIENT prior to the rendering of services hereunder and shall include that the following are named as additionally insured: CLIENT; Sponsors, Landowners, Barge Owners, if any; and Permitting Authorities, with respect to the operations of PYRO at the Production. Pyrotechnic subcontractors or providers, if any, not covered under policies of insurance required hereby, shall secure, maintain and provide their own insurance coverage with respect to their respective operations and services.

10. **Indemnification** - PYRO represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, PYRO shall indemnify, hold harmless, and defend CLIENT and the additional insureds from and against any and all claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of PYRO, their officers, agents, contractors, providers, or employees. CLIENT shall indemnify, hold harmless, and defend PYRO from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of CLIENT, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

11. **Limitation of Damages for Ordinary Breach** - Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 9 and 10, above, in the event CLIENT claims that PYRO has breached this Agreement or was otherwise negligent in performing the Production provided for herein, CLIENT shall not be entitled to claim or recover monetary damages from PYRO beyond the amount CLIENT has paid to PYRO under this Agreement, and shall not be entitled to claim or recover any consequential damages from PYRO including, without limitation, damages for loss of income, business or profits.

12. **Force Majeure** - CLIENT agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of PYRO which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which CLIENT has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, PYRO is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which CLIENT has purchased the Production be canceled as a result of such causes, CLIENT may (i) reschedule the Production and pay PYRO such sums as provided in Paragraph 13, or (ii) cancel the Production and pay PYRO such sums as provided in Paragraph 14, based upon when the Production is canceled.

13. **Rescheduling Of Event** - If CLIENT elects to reschedule the Production, PYRO shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. CLIENT and PYRO shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless PYRO agrees that such rescheduling will not adversely affect normal business operations during those periods.

14. **Right To Cancel** – CLIENT shall have the option to unilaterally cancel the Production prior to the scheduled date. If CLIENT exercises this option, CLIENT agrees to pay to PYRO, as liquidated damages, the following percentages of the Fee as set forth in Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event CLIENT cancels the Production, it will be impractical or extremely difficult to fix actual amount of PYRO's damages. The foregoing represents a reasonable estimate of the damages PYRO will suffer if CLIENT cancels the Production.

15. **No Joint Venture** - It is agreed, nothing in this Agreement or in PYRO's performance of the Production shall be construed as forming a partnership or joint venture between CLIENT and PYRO. PYRO shall be and is an independent contractor with CLIENT and not an employee of CLIENT. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

16. **Applicable Law** - This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

17. **Notices** - Any Notice to the Parties permitted or required under this Agreement may be given by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows: PYRO – Pyro Spectaculars, Inc., P.O. Box 2329, Rialto, California, 92377, or for overnight delivery to 3196 N. Locust Avenue, Rialto, California 92377. CLIENT – **City of Banning, P.O. Box 998, Banning, CA 92220-0665.**

18. **Modification of Terms** – All terms of the Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

19. **Severability** – If there is more than one CLIENT, they shall be jointly and severally responsible to perform CLIENT's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by CLIENT and after it is executed and accepted by PYRO at PYRO's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

20. **Price Firm** – If any changes or alterations are made by CLIENT to this Agreement or if this Agreement is not executed by CLIENT and delivered to PYRO on or before the PRICE FIRM date shown below, or if the Initial Payment is not paid on or before the due date, then the price, date, and scope of the Production are subject to review and acceptance by PYRO for a period of 15 days following delivery to PYRO of the executed Agreement. In the event it is not accepted by PYRO, PYRO shall give CLIENT written notice, and this Agreement shall be void.

PRICE FIRM through March 4, 2024
EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.
See PRICE FIRM conditions, paragraph 20, above.

EXECUTED as of the date first written above:

PYRO SPECTACULARS, INC.

By: James R. Souza

Its: President

Date: 12/18/2023

City of Banning

By: _____

Its: _____

_____
Print Name

Date: _____

SHOW PRODUCER: **Jeff Martin**

SCOPE OF WORK
PYRO SPECTACULARS, INC. ("PYRO")
and
City of Banning ("CLIENT")

Pyro shall provide the following goods and services to CLIENT:

- One Pyro Spectaculars, Inc., Production on **July 4, 2024**, at approximately **9:00 p.m.** at **Nicolet Middle School baseball field, 101 E Nicolet St., Banning, CA**.
- All pyrotechnic equipment, trained pyrotechnicians, shipping, and pyrotechnic product.
- Preproduction Services and Costs for the Production, including advance acquisition of materials and products; design, engineering, programming, handling, staging, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance, including MCS90 explosives transportation coverage, parking, security, and maintenance.
- Application for specific pyrotechnic permits relating to the Production.
- Insurance covering the preproduction and Production as set forth in the Agreement with the following limits:

Insurance Requirements	***Limits***	
Commercial General Liability	$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Business Auto Liability- Owned, Non-Owned and Hired Autos	$5,000,000.00	Combined Single Limit- Each Occurrence (Bodily Injury & Property Damage)
Workers' Compensation	Statutory	
Employer Liability	$1,000,000	Per Occurrence

CLIENT shall provide to PYRO the following goods and services:

- All on-site labor costs, if any, not provided or performed by PYRO personnel including, but not limited to, local union requirements, all Site security, Police and Fire Dept. standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, clean-up crew. All these additional personnel and services shall be fully insured and the sole responsibility of CLIENT.
- Coordination and any applicable non-pyrotechnic permitting with the local, state or federal government that may hold authority within the Production.
- Costs of all permits required for the presentation of the Production and the event as a whole.
- Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that the pyrotechnics are at the Site or the load site (if different) on the date of the Production and all set-up and load-out dates, including water security to keep unauthorized people, boats, etc. from entering the Safety Zone.
- General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for PYRO personnel within the venue, secure parking for PYRO vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

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 27, 2024**

SUBJECT: **Consideration of Resolution 2024-31, Awarding a Professional Services Agreement for the Design of Lions Park Non-Potable Water Irrigation Conversion Project to Kimley-Horn and Associates, Inc. in the amount of $98,749 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $108,623.90**

RECOMMENDATION:

Adopt Resolution 2024-31.

BACKGROUND:

Lions Park is an 8.9-acre facility located at 955 South Hargrave Street. The facility consists of three baseball fields, a children's playground and a 500 square-feet concession stand. The consultant, Kimley-Horn and Associates, will provide a design that splits the existing potable water irrigation system into a non-potable water system for irrigation and a potable water system for facilities such as drinking fountains and restrooms. The existing irrigation system at Lions Park is a mix of PVC, HDPE, and copper piping that has gone beyond its useful life.

On June 13, 2023, the City Council approved Resolution 2023-113 authorizing a City representative to execute an agreement with the State of California Department of Water Resources for a Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant.

On October 31, 2023, the City entered into a Grant Agreement with the Department of Water Resources of the State of California to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist in the financing of this project. A copy of the Grant Agreement can be found attached hereto.

On December 1, 2023, Public Works and Purchasing staff advertised a Request for Proposals (RFP-23-045) on the City's electronic bidding system ProcureNow. Additionally, email notifications were sent out to all vendors by ProcureNow. In response to these efforts, on January 11, 2024, the City received three (3) proposals. An evaluation committee was assembled to score each proposal based on qualifications, project approach, overall quality of project and pricing. The resulting evaluation scores are as follows:

	Consultant	Score (Out of 100)
1)	Kimley-Horn and Associates, Inc.	91.17
2)	Community Works Design Group	89.67
3)	Civiltec Engineering, Inc.	84

The scope of work includes the design of hundreds of feet of PVC piping, including recycled water identification valve boxes, lids, and tags; recycled water signs; sprinkler head retrofits to water efficient, color-coded purple heads; and a smart irrigation controller and backflow preventer.

JUSTIFICATION:

Staff evaluated the proposals based on qualifications, cost, and experience. As a result, staff recommends the award of a professional services agreement to Kimley-Horn and Associates, Inc., in the amount of $98,749.

Kimley-Horn and Associates, Inc. is a reputable qualified firm that has successfully provided services to the City in the past.

FISCAL IMPACT:

Staff recommends awarding an agreement to Kimley-Horn and Associates, Inc. in the amount of $98,749 and approving a 10% contingency in the amount of $9,874.90 for a total “not-to-exceed” project budget of $108,623.90.

The project will be funded through the IRWM Implementation Grant valued at $490,269. The City will receive quarterly reimbursements from the State of California for the costs incurred during the design phase of the project. An appropriation in the amount of $98,749 from General Fund 001 to Account 001-3600-461.90-05 is needed to cover the consultant’s design cost while waiting for IRWM quarterly reimbursements.

ALTERNATIVES:

Do not adopt Resolution 2024-31, which will result in not moving forward with the design project and likely forfeiting the related grant funding.

ATTACHMENTS:

1. Resolution 2024-31, Kimley Horn PSA.docx
2. PSA C00981 KH - Design of Lions Parks Water Irrigation.pdf
3. Kimley-Horn Proposal.pdf
4. CC Resolution No. 2023-113.pdf
5. IRWM Planning Grant.pdf

RESOLUTION 2024-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF LIONS PARK NON-POTABLE WATER IRRIGATION CONVERSION PROJECT TO KIMLEY-HORN AND ASSOCIATES, INC. IN THE AMOUNT OF $98,749 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED $108,623.90

WHEREAS, Lions Park is an 8.9-acre facility located at 955 South Hargrave Street and consists of three baseball fields, a children's playground and a 500 square-feet concession stand. Lions Park's existing irrigation piping is a mix of PVC, HDPE, and copper piping that has gone beyond its useful life; and

WHEREAS, on June 13, 2023, City Council approved Resolution 2023-113 authorizing City representative to execute an agreement with the State of California Department of Water Resources for a Proposition 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant; and

WHEREAS, on October 31, 2023, the City entered into a Grant Agreement with the Department of Water Resources of the State of California to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist in the financing of this project; and

WHEREAS, on December 1, 2023, Public Works and Purchasing staff advertised a Request for Proposals (RFP-23-045) on the City's electronic bidding system ProcureNow. In response to these efforts, on January 11, 2024 the City received three (3) proposals; and

WHEREAS, an evaluation committee was assembled to score each proposal based on qualifications, project approach, overall quality of project and pricing. As a result the highest scored proposal was submitted by Kimley-Horn and Associates, Inc.; and

WHEREAS, the scope of work includes the design of hundreds of feet of PVC piping including recycled water identification valve boxes, lids, and tags; recycled water signs; sprinkler head retrofits to water efficient, color-coded purple heads; and a smart irrigation controller and backflow preventer; and

WHEREAS, staff recommends awarding an agreement to Kimley-Horn and Associates, Inc. in the amount of $98,749 and approving a 10% contingency in the amount of $139,805.15 for a total "not-to-exceed" project budget of $108,623.90; and

WHEREAS, the project will be funded through the IRWM Implementation Grant valued at $490,269. The City will receive quarterly reimbursements from the State of California for the costs incurred during the design phase of the project; and

WHEREAS, an appropriation in the amount of $98,749 from General Fund 001 to Account 001-3600-461.90-05 is needed to cover the consultant's design cost while waiting for IRWM quarterly reimbursements. General Fund 001 has a current balance of $1,310,719.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves the Professional Services Agreement with Kimley-Horn and Associates, Inc., attached hereto as Exhibit "A," for the design of Lions Park Non-Potable Water Irrigation Conversion Project in the amount of $98,749 and approves a 10% contingency in the amount of $9,874.90, for a total project budget of $108,623.90 and rejects all other bids.

SECTION 2. The City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations, and transfers; and approving change orders within the approved contingency related to the Professional Services Agreement with Kimley-Horn and Associates, Inc for the design of Lions Park Non-Potable Water Irrigation Conversion Project.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes to and to execute the Professional Services Agreement with Kimley-Horn and Associates, Inc.

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 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-31, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
Professional Services Agreement with Kimley-Horn and Associates, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (C00981) FOR DESIGN LIONS PARK WATER IRRIGATION CONVERSION PROJECT BY AND BETWEEN CITY OF BANNING AND KIMLEY-HORN AND ASSOCIATES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Kimley-Horn and Associates, Inc., a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of a Request for Proposal (RFP 23-045) for the performance of the services for the Engineering Design Services for the Lions Park Water Irrigation Conversion Project and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit

for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Michael Madsen	Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Ninety-Eight Thousand Seven Hundred Forty-Nine Dollars ($98,749.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2024, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Patrick Safari City of Banning 99 East Ramsey Street Banning, California 92220 Email: psafari@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Michael Madsen, Project Manager Kimley-Horn and Associates, Inc. 401 B. Street, Suite 600 San Diego, CA 92101 Email: Michael.madsen@kimley-horn@com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Engineering Design Services for Lions Park Water Irrigation Conversion prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:



A. STATEMENT OF UNDERSTANDING AND APPROACH

Kimley-Horn's project manager **Michael Madsen, PLA, CLIA, ASLA** had the opportunity to attend the City's pre-proposal meeting and was able to visit Lions Park, meet City staff, and gain a better understanding of the goals and objectives of this project.

Per the RFP document, and our site visit, it is our understanding that the existing irrigation piping infrastructure has gone beyond its useful life and the City now desires to abandon the existing lines and install a new system supplied by a non-potable water source. The non-potable water source is a new 24-inch line that has been installed on Charles Street. Per conversations on site with City staff, the desired point of connection is at the SE corner of the park at the intersection of Charles and Hargrave Streets.

Below are the main project objectives as noted from the pre-proposal meeting:

a. **New Non-Potable Irrigation System Design** – The City desires a brand-new irrigation design to provide complete coverage to all turf/landscape areas at Lions Park. The system shall utilize the most efficient water emission devices and include quick couplers for washing down and watering the fields.
b. **Maintain Potable Water Connection** – There are approximately eight (8) drinking fountains, and a concession/restroom facility that require a potable water connection. Current potable water connections shall be maintained, if possible. During initial utility research, our team will determine if any retrofit work is needed to maintain the existing potable water connections.
c. **Schedule** – It is understood that the contract will be awarded in February 2024, but could take two months to "start" as the City process will require Council approval. Once started, the City desires that this project be completed within 8 – 12 months.
d. **Funding/Budget** – The City has funding of $499,000 inclusive of the design and construction costs.

Implementation Plan

Irrigation design is a straight-forward, objective process based on the size of the area to be irrigated, the type of plant material to be planted, and the method of irrigation to be used. For this project, we will start our irrigation design by gathering this information to generate a performance baseline for the new recycled water irrigation system, which would include:

- Area to be Irrigated: 300,000 SF
- Plant material: Sports Fields – Turf
- Method of Irrigation: Pop-up Turf Rotors

We will use this information to calculate how much water is needed to keep the grass alive. There are a number of ways to calculate this, but one of the checks we will use is the Water Use Calculator from the Environmental Protection Agency (EPA).

This information tells us that Lion's Park will need approximately 1,800,000 gallons per month during the hottest months, typically July and August. We will design the irrigation system for the worst-case scenario with the understanding that during cooler months of the year and the rainy season the system will typically use less water.

Knowing the total amount of water needed each month, we will run some simple calculations to determine how much capacity the system will need to provide on any given day to meet those requirements.

Next, we will work with the City to determine how many days a week the irrigation system can be run and what our watering window is. For the purposes of this example, we'll assume irrigating every other day (15 days a month) and our watering window is 10PM – 6AM (8 HRS). Based on those parameters, in order to lay down 1,800,000 gallons a month, we'll need to size our Point of Connection (POC) and mainline to provide 250 gallons per minute (GPM) to meet the needs of the park in a single day. Below is a demonstration of our math:

- 1,800,000 / 15 days = 120,000 Gal/Day
- 120,000 / 8 hrs = 15,000 Gal/Hour
- 15,000 / 60 minutes = 250 GPM (this is the requirement to irrigation the entire park in a day)

This gives us confidence to properly size the water meter and mainline to deliver the gallonage we need to the field. For this example, at 250 GPM, the project will require a 3" or 4" meter depending on available static pressure, and a 6" PVC mainline loop to deliver the 250 GPMs to the field. That gives us a starting point, but knowing that the City would like us use the existing irrigation water meter and backflow preventer, and that there are limited funds to build this project, we may need to find ways to bring those numbers down by increasing the number of water days. If we irrigate half the park every day of the month, our GPM requirement gets cut in half. When the system only needs 125 GPM, we can reduce down to a 2" meter and a 4" looped main, which represents considerable savings versus the larger capacity system that could water the entire park in a single day.



This is a glimpse into the step-by-step process we'll conduct, in conjunction with the City's project team, to develop a design that can be installed within the budget. Once we've determined the size of the existing meter and backflow preventer and determined the most cost-effective approach to sizing the mainline, we can start looking at the available static pressure and determine if a booster pump would be needed in order to meet the watering requirements.

Why Kimley-Horn?

During the pre-proposal meeting, the City expressed that they are seeking a consultant to provide value. Kimley-Horn is that consultant. We have outlined a few of the benefits that Kimley-Horn offers below.

Passion, Qualifications, and Experience: The Kimley-Horn team understands that irrigation design is an integral part of every landscape. We pride ourselves on doing our own irrigation design work in-house, as we feel it is essential to look at our designs as a whole and with the understanding that the plant palette selection and water use demand go hand in hand. Our team understands that water is a precious resource, and we push ourselves to constantly be learning about the latest and greatest technologies so we can apply them in our daily designs. We are excited to bring this knowledge to the City of Banning for this project by including Landscape Architects, a Certified Irrigation Designer, a Certified Landscape Water Manager, and Certified Landscape Irrigation Auditors. These credentials have given our team the opportunity to work on numerous projects like yours. We are excited to bring our skillset to the table for the City of Banning.

Individualized Approach: Although we have experience working on similar projects, no two projects are the same. Our team tailors our designs to specific project sites, caters to the needs of the local stakeholders, and ensures that our solutions are fine-tuned for the individual client. We pride ourselves on our communication, and we look forward to working closely with City staff and stakeholders, including maintenance personnel, to develop a design for Lions Park that meets the needs of the local community.

Solutions That Last: Our team develops design solutions based off our collective knowledge of the latest and greatest technologies to ensure solid irrigation designs that will be effective and relevant for years to come. Our designs are not based on the latest trends, but instead, proven innovative solutions that can evolve over time with a community as it grows.

The Kimley-Horn team is thrilled to bring to the table the value that the City of Banning is seeking for Lions Park.

Scope of Work

Task 1. Project Management

1.1 Meetings

Kimley-Horn will organize and conduct meetings throughout the duration of the project. For all meetings related to this contract, Kimley-Horn will prepare meeting agendas to be distributed within forty-eight (48) hours of each meeting, and complete meeting minutes during each meeting to be distributed to the City's Project Team within seven (7) calendar days of each meeting.

1.11 Kick-off Meeting

Within two (2) weeks of the contract's execution, Kimley-Horn will organize and conduct an in-person kick-off meeting with City's Project Team to discuss the project scope, goals and objectives, and finalize the project schedule. Design parameters, such as material preferences for various irrigation equipment, locations for POCs and controller, general maintenance practices, and the site's water window will all be discussed. A complete list of stakeholders and review agencies will be discussed and prepared during the kick-off meeting.

1.12 Progress Meetings (PDTs)

During the design phase of the project, Kimley-Horn will organize and conduct monthly Project Design Team (PDT) meetings with the City's Project Team throughout the duration of the project. Based on the attached schedule we assume a max of (6) PDT meetings will be required as part of this contract. The first PDT meeting shall be an in-person meeting at the site to review existing conditions and completed survey and base mapping prior to the start of 30% Design. The remaining PDT meetings shall be conducted virtually utilizing software such as Microsoft Teams or Zoom.



1.13 Additional Meetings (TBD)

During the design phase of the project, Kimley-Horn will organize and conduct a max of four (4) additional meetings with City Departments and other stakeholder groups when required for the preparation or approval of the design plans. We assume at least one (1) of the additional meetings included as part of this contract will be to review the project and plans with recycled water purveyor to discuss project and confirm location of existing recycled water main located in Charles Street and select location and size for Point-of-Connection.

1.2 Project Set-up and Invoicing

Upon completion of an executed contract, Kimley-Horn will set-up the Project with the City and complete subconsultant agreements as required.

1.21 Work Plan

Kimley-Horn will prepare and deliver to the City a work plan for the development and execution of the Project Plans, Specifications, and Estimate (PS&E). The work plan shall include an outline of tasks to be completed, anticipated schedule related to each task, milestone submittal dates and list of anticipated deliverables related to each milestone. The work plan will also provide a summary of Kimley-Horn staff that is schedule to work on the project including their names, contact information and project responsibilities.

1.22 Invoicing

Kimley-Horn shall prepare and submit monthly invoices to the City. Where applicable, invoices shall include sub-consultant invoices and direct costs. Direct costs shall be supported by a copy of receipts. Monthly invoices shall include detail of percent complete for each task and remaining budget for each task.

1.3 Quality Control and Quality Assurance

The Quality Control/Quality Assurance (QC/QA) plan that Kimley-Horn and its team members will follow in the execution of services is used firmwide to maintain consistency with our clients. It includes the following six key elements:

- **Structure:** Each QC/QA plan includes a project manager responsible for contract delivery, technical managers responsible for discipline design development, and a QC/QA manager responsible for verifying implementation of QC/QA plan.
- **Procedures:** Intradisciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to verify their adequate consideration and documented resolution (performed by the designer); a review of the completed changes in the original documents (performed by the designer); and a review that confirms accurate completion of changes to the documents (performed by the checker).
- **Interdisciplinary Reviews:** Interdisciplinary reviews are performed throughout the project and prior to key submittals when senior staff from the discipline groups meet to discuss overall project elements.
- **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a QC audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
- **Deliverables and Document Control:** The project manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
- **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process.

1.4 Deliverables

During this Task, Kimley-Horn will prepare various deliverables as outlined above including Meeting Agendas, Meeting Minutes, Monthly Invoices, and Project Schedule and Work Plan.



Task 2. Project Development

2.1 Data Collection

2.11 Site Visit

After the kick-off meeting, Kimley-Horn will perform a site visit and coordinate with the City and the project survey team, The Holt Group, to obtain base information and document existing conditions. The site visit will be conducted by the design team to review above-ground conditions, observe site constraints, and to develop a general understanding of the proposed improvements and contextual conditions. The following are observations the team will strive to record:

- Point-of-connection
- The existing potable meter/meters size(s)
- The flow capacity/gallons per minute (GPM) at the potable point-of-connection, and the flow/capacity at the reclaimed water point-of connection
- The available water pressure for both the potable system, and the reclaimed lines (if applicable)
- Potential locations and power sources for any pump stations that might be needed
- Elevation changes from high to low point on-site

It is Kimley-Horn's strong belief that a successful project involves working closely with the maintenance team. Our design team will connect with the maintenance staff during the site visit to understand their approach to managing and maintaining the irrigation system and will work to incorporate approaches to the project design that the maintenance team can seamlessly support.

2.12 Site Survey

Kimley-Horn will work with the survey team to identify the location of existing utilities, tap locations, surrounding roadways, buildings, site access points, and other site features. Existing trees will also be recorded. Kimley-Horn will research the location and status of relevant utilities at Lions Park using publicly available information. **The Holt Group**, our survey subconsultant, will locate and identify underground utilities. Kimley-Horn will coordinate all tasks with the City as well as other stakeholders identified at the Project Kick-off Meeting and the initial site visit. Kimley-Horn will document all meetings and interactions and provide written correspondence summarizing those conversations.

The Holt Group will prepare an aerial/photogrammetric topographic survey for all project areas specified by Kimley Horn and the City up to the entire 8.9-acre Lions Park facility. The survey will include mapping of all irrigated areas and their service meters including identification of all potable water services to the drinking fountains, bathrooms and concession stand facilities. The location of meter boxes, pipe network, controllers, valve boxes, sprinkler heads and backflow prevention devices will be included in the survey. The survey will also include an inventory of other utilities such as electricity that may conflict with the new irrigation system once it is in place. All elevations will originate from the City of Banning benchmark system. The Vertical Control and Horizontal Control will be illustrated on the Title Sheet of the survey within the Vicinity Map. All raw data including aerial line work or topographic points will be submitted to the City.

The Holt Group will prepare a map of the existing irrigation system and submit to the City along with field notes, a photo log and utility as-built maps.

2.2 Due Diligence and Site Reconnaissance

Kimley-Horn will provide due diligence and will conduct thorough research to obtain all available utility documents within the project area. Kimley-Horn shall review any available plans, specifications, and operating data applicable to the project site. Kimley-Horn shall evaluate the available information with emphasis on conversion of the potable irrigation system to non-potable irrigation system. Kimley-Horn will meet with the City's Project Team to determine which of the information available should be included in the design and construction phases. Kimley-Horn will provide due diligence for all publicly documented data, but field work such as potholing, is not included in this proposal since specific tasks cannot be determined at this time. Should Kimley-Horn and the City's Project Team agree that field potholing is required, a separate scope and fee will be submitted to the City for approval.

After reviewing the as-built irrigations plans and getting the completed survey and base map, Kimley-Horn will perform a site visit to evaluate the irrigation system at Lions Park. The on-site evaluation will include:



a. Mapping of all irrigated areas and their service meters including identification of all services that should remain on potable water such as drinking fountains, bathrooms and concession stand facilities. The Consultants should devise a plan to protect drinking fountains and children's playground equipment from getting sprayed with recycled water.

b. Investigating all potential cross connection points with the existing potable water system at the park and surrounding areas and devising a plan to split the two systems.

c. Identification of key construction work needed to complete the conversion such as non-potable water meter, backflow devices etc.

d. Inventory of other utilities such as electric that may conflict with the new irrigation system once it is put in place.

2.3 Presentation of Preliminary Findings

Kimley-Horn will prepare a report of preliminary findings and present it to City staff for review and comments. The report shall contain the mapping of the existing irrigation system including the location of meter boxes, pipe network, controllers, valve boxes, sprinkler heads and backflow prevention devices.

2.4 Deliverables

During this Task, Kimley-Horn will prepare deliverables such as Field Review Notes, Photo Logs, Letters to Utility Owners, Utility As-Built Maps, Preliminary Findings Report. Our subconsultants shall prepare and deliver topographic survey and underground utility survey in CAD and PDF format.

Task 3. Irrigation Design Plans

3.1 30% Irrigation Design Plans

Kimley-Horn will prepare 30% recycled water irrigation design drawings for Lion's Park which depict the location(s) and connections of the overall irrigation system to be installed. This shall include but not be limited to; recycled water and potable water Point of Connection(s), recycled water and potable water mainline routing with anticipated cross-connection locations, required street improvements, demolition and construction, to make the connection to the 24" recycled water main in Charles Street, proposed location(s) for Automatic SMART Controller(s), irrigation legend and general irrigation notes, recycled water irrigation notes, and calculations for water use and pressure loss used to determine irrigation system sizing. All proposed enhancements will be compliant with local codes and agency requirements, and account for the State of California Model Water Efficient Landscape Ordinance (MWELO).

30% Irrigation Plans Page Turn Meeting – Kimley-Horn will organize and conduct a virtual page turn meeting with the City Project Team and present the 30% Irrigation Plans, going through each page and presenting the proposed layout, calculations, and overall design of the project.

Kimley-Horn will provide one (1) round of revisions based on consolidated City and any regulatory agency comments and incorporate them into the 100% Final Design Plans.

30% Deliverables

Kimley-Horn will provide a set of plans formatted at 24"x36", in electronic PDF format for the submittal. Plan sheets for the 30% Plans shall include:

a. Cover Sheet and General Notes

b. Demo and Contruction plan Enlargement

c. Irrigation Plan and Details: Kimley-Horn will review the available water pressure and capacity information and prepare an Irrigation Plan indicating point-of-connection and mainline routing. Point of connection and mainline sizing will be reflective of the available water window during the month with the highest Reference Evapotranspiration Rate of the year in the City of Banning (July). The plans will portray proposed system components such as booster pumps, backflow preventers, and sleeving. The plans will include irrigation details, notes, and calculations. Specifications: Preparation of specifications will be done in a format provided by the City. Unless otherwise directed by the City, these will be included on the plans.

3.2 100% Irrigation Design Plans

Kimley-Horn will prepare Final 100% recycled water irrigation design drawings for Lion's Park which address the comments received from the 30% design plans and depict the completed irrigation system including spray head and rotor layout, locations for remote control valve



manifolds, lateral piping with sizing, and additional equipment such as isolation valves and QCVs. All proposed enhancements will be compliant with local codes and agency requirements, and account for the State of California Model Water Efficient Landscape Ordinance (MWELO). 100% Irrigation Plans Page Turn Meeting – Kimley-Horn will organize and conduct a virtual page turn meeting with the City Project Team and present the 100% Irrigation Plans, going through each page and presenting the completed layout, updated calculations, and overall design of the project.

Kimley-Horn will provide one (1) round of revisions based on consolidated City and any regulatory agency comments and incorporate them into the 100% Final Design Plans ready for bidding.

100% Deliverables

Kimley-Horn will provide a set of plans formatted at 24"x36", in electronic PDF format for the submittal for the purposes of permitting and bidding the project. Plan sheets for the 100% Plans shall include:

a. Cover Sheet and General Notes: Depicting information schedules and general notes

b. Legend and Calculation sheets: Depicting materials legends, water usage and conservation calculations, pressure loss calculations, and water schedules

c. Finalized Irrigation Plan and Details: In addition to the information listed above in Task 3, the final irrigation plans will depict equipment downstream from the Point of Connection including the location and sizes of heads, lateral line and sizes, quick coupler valves, isolation valves, pressure compensating equipment (if necessary), flow sensors, weather sensors, automatic control valves, and other necessary equipment. In addition, the plans will show the controller location, recommended station designations, and any associated weather sensors necessary for controlling the irrigation system.

Hard copies of the final Construction Documents will be provided to Client for bidding and implementation. Additional permitting submittals not identified above will be considered an additional service.

Task 4. Specifications and Cost Estimates

Specifications and Cost Estimates will not be included as part of the 30% Design Plans mentioned above in Task 3.

As part of the 100% Irrigation Plans mentioned above in Task 3, Kimley-Horn shall prepare a complete set of technical specifications based on the City's general and special provisions. Kimley-Horn shall also prepare cost estimates based on construction bid items and quantities from the final design plans. A design contingency will be included in the cost estimate.

Deliverables: Kimley-Horn will provide final specification sections in Word and PDF, and Cost Estimate in electronic PDF version as part of the 100% Irrigation Plan submittal.

Kimley-Horn will provide up to two (2) rounds of revisions to the specifications and cost estimate based on consolidated City and any regulatory agency comments and incorporate them into the 100% Final Design Plans ready for bidding.

Task 5. Bidding/Construction Support

Task 5.1 Bidding Support:

Kimley-Horn staff will be available during the bidding process to answer telephone or email questions and Requests for Information/ Clarifications up to eight (8) hours for a project manager and up to twelve (12) hours for a production or analyst staff member.

Kimley-Horn's project manager will be available to attend the pre-bid meeting. We assume the meeting will be in person and on-site and up to two (2) hours long.

Task 5.2 Construction Support

Kimley-Horn will provide limited construction phase services for the landscape architecture portion of the project, as directed by the City. The scope of services listed below will be provided as part of the construction phase services. The budgeted fees for this task are based upon approximately sixteen (16) hours of effort for a principal-in-charge or project manager and twenty-four (24) hours for the production and analyst staff. Any additional effort beyond the specified amount will be billed to the City hourly, according to the approved Kimley-Horn rates, as authorized by the City or its representatives.



Kimley-Horn's project manager will be available to attend the pre-construction meeting. We assume the meeting will be in person and on-site and up to two (2) hours long.

Kimley-Horn will support the City with the services listed below during the project construction:

a. Request for Information (RFI): Kimley-Horn will respond to Contractor requests for information and issue clarifications and interpretations of the Contract Documents to the Client within this fee. Any authorization of variations from the Contract Documents will be made by the Client. Additional RFI requests, beyond the estimated hours above, will be considered additional services.

b. Submittals and Shop Drawing Review: Kimley-Horn will review material submittals and material cut sheets Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

c. Substitutions: Kimley-Horn will review and make recommendations related to substitutions submitted or proposed by the Contractor. Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

d. Site Visits: Kimley-Horn will provide up to three (3) visits to the site to observe construction of improvements designed by Kimley-Horn. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. Kimley-Horn shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits. This task includes up to three (3) field visits and site observation by Kimley-Horn staff, and one (1) punch walk visits.

e. Plan Revisions: Upon written authorization from the City of additional fees, Kimley-Horn will provide engineering design services for revisions to construction documents resulting from changes in the field or unforseen conditions encountered by the Contractor, or other change order work required due to actions of the City.

Task 5.3 As-Built Drawings

Upon completion of the project Kimley-Horn will use information based on redlined drawings provided by the Contractor and the City to prepare a set of As-built drawings incorporating any change orders or bulletins generated during the construction phase. Kimley-Horn will update the 100% PS&E with the as-built information.

As-built plans prepared by Kimley-Horn shall be submitted to the City within one (1) month of receipt of as-built redlines, field notes and all RFI, shop drawings and change orders from the Contractor.

Assumptions/Exclusions

Any services not specifically provided for in the above scope as well as any changes in scope made at the City's request, will be considered additional services, and will be performed at our then current hourly rates. This will require approval in writing before any work shall continue.

- The information used in the preparation of this proposal was provided by the Client. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the client.
- Hours noted for tasks are estimates only. If more time is required for the scope of work, additional budget will be requested.
- This proposal assumes that the standards and practices in effect at the City of Banning, at the time of this proposal, will remain in effect throughout the course of development
- Meetings beyond those identified in this Scope and Fee Proposal
- Supplemental Exhibits or 3D modeling/imagery
- Formal Value Engineering Process and/or Value Engineering
- Public Improvement Plans, Offsite improvements
- Submittal and/or Permitting Fees
- Environmental, Bio-Assay and/or Geotechnical Services
- Existing Plant Inventory or Landscape Preservation Plans
- Site and/or Landscape Lighting
- Warranty and/or Maintenance Administration
- If applicable, a soils consultant and soil analysis will be coordinated/prepared by the contractor upon the completion of mass grading. The existing soil nutrient information will be compared against the proposed plant palette to determine the appropriate amendment recommendations.



Schedule

Kimley-Horn will provide services as expediently as practical to meet a mutually agreed upon schedule.

Schedule graphic should follow this timeline:

Task	Month	Jan		Feb				Mar				Apr				May				Jun			
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Start date of January 23rd, 2024																							
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12 weeks of construction – Complete by end of September																							

Kimley-Horn will work closely with the City's Parks and Recreation Director to help schedule construction in phases to ensure the park can still be operational during the entire irrigation installation process.

Complete by End of September

Listing of City-Provided Information from the RFP:

- Available As-Built Drawings
- Boilerplate Special Provisions and Contract Documents
- Project Bidding Devices and Inspection

List of City Personnel Participation:

Task 1: Project Management

A City representative should be present at the various review meetings and provide comment and weigh in on discussion items.

- Estimated hours: 20

Task 2: Project Development

Surveying and Base Mapping

A City representative should be at the site visit and kickoff meeting and review and comment on final survey and base sheets.

- Estimated hours: 20

Utility Research

A City representative should be available to represent the City for issues relating to Agency requirements. The City should provide contacts, if possible, to Kimley-Horn for allied agencies.

- Estimated hours: 20

Task 3: Irrigation Design Plans

A City representative should be available to answer design-related questions. City representatives should participate in the initial concept presentation and review and comment. City representatives should review and comment on the 30% and 100% PS&E plans.

- Estimated hours: 30-40

Task 4: Specifications and Cost Estimates

A City representative should be available to answer specification or cost estimate-related questions.

- Estimated hours: 10-20

Task 5: Bidding & Construction Support

A representative for the City should be present as the Owner's representative at all construction functions, meetings and observations/ inspections. The Owner's representative should review, route and approve all RFI's, submittals and shop drawings. The representative should be available at all times to discuss Contractor issues during construction and make decisions on the expertise required to resolve construction issues.

Estimated hours: Full-time employee during construction phase





C. COMPANY PERSONNEL

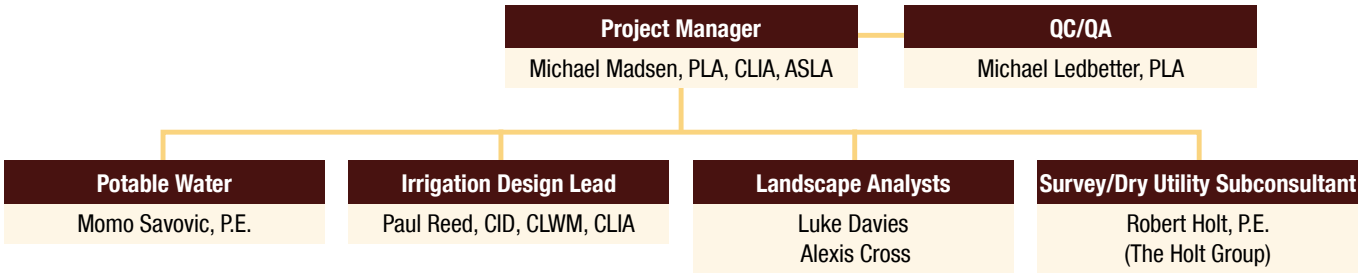
We have assembled an exceptional team of professionals who possess experience providing similar irrigation design services, have proven project management capabilities, and are committed to providing the City of Banning with timely and high-quality deliverables. We know how to perform the types of work we are submitting on and are immediately available to serve you.

Our project team, including project manager Michael Madsen, PLA, CLIA, ASLA, quality manager Michael Ledbetter, PLA, and lead irrigation designer Paul Reed, CID, CLWM, CLIA, collectively bring decades of experience in irrigation design for public and private sector clients across the country. This team has experience working together to provide the same services the City is seeking for this project and are exceptionally qualified to serve the City.

An organizational chart delineating our proposed key personnel and support staff is provided below with full resumes for key staff included on the following pages.

Organizational Chart

All assigned key professional staff are properly licensed to practice in California.



Teaming Partner

Founded in 1984 in Palm Springs, California, The Holt Group, Inc. is a full-service consulting firm offering engineering, construction management, inspection, resident engineering, plan checking, surveying, labor standards compliance, planning, environmental, grant administration, and related professional services to both private and public sector clients throughout Southern California and Western Arizona. They are headquartered in El Centro with additional office locations in Palm Desert and Blythe. If selected, services will be provided to the City out of their office located at 36951 Cook Street, Suite 103, Palm Desert, CA 92211. Due to their extensive local experience, The Holt Group is intimately familiar with the local engineering and planning standards, regulations, and guidelines as well as local seismic, geotechnical, groundwater and extreme temperature conditions which significantly impact engineering projects in Riverside and Imperial Counties.

Key Personnel Resumes

Resumes for our team highlighting each team member's qualifications and experience can be found on the following pages.



III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date**_____ **Signature**_____

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates:

City of Banning
Lions Park Non-Portable Water Irrigation Conversion

	Kimley-Horn and Associates, Inc.			
Category/Title	Sr. Professional II	Sr. Professional I	Analyst II	Analyst I
Billing Rate	$350	$255	$200	$160

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Schedule

Kimley-Horn will provide services as expediently as practical to meet a mutually agreed upon schedule.

Schedule graphic should follow this timeline:

Task	Month	Jan		Feb				Mar				Apr				May				Jun			
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
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Kimley-Horn will work closely with the City's Parks and Recreation Director to help schedule construction in phases to ensure the park can still be operational during the entire irrigation installation process.

Complete by End of September

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

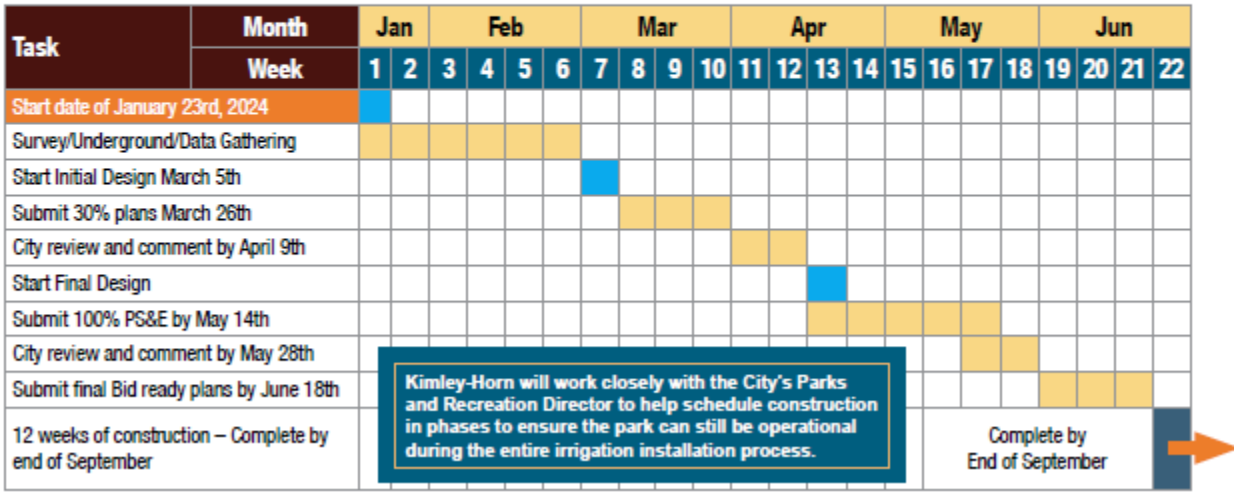
II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Schedule

Kimley-Horn will provide services as expediently as practical to meet a mutually agreed upon schedule.

Schedule graphic should follow this timeline:



PROPOSAL FOR

Design of Lions Park

Water Irrigation Conversion (RFP-23-045)

PREPARED BY:

Kimley»Horn







PREPARED FOR:

City of BANNING



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A. STATEMENT OF UNDERSTANDING AND APPROACH

Kimley-Horn's project manager **Michael Madsen, PLA, CLIA, ASLA** had the opportunity to attend the City's pre-proposal meeting and was able to visit Lions Park, meet City staff, and gain a better understanding of the goals and objectives of this project.

Per the RFP document, and our site visit, it is our understanding that the existing irrigation piping infrastructure has gone beyond its useful life and the City now desires to abandon the existing lines and install a new system supplied by a non-potable water source. The non-potable water source is a new 24-inch line that has been installed on Charles Street. Per conversations on site with City staff, the desired point of connection is at the SE corner of the park at the intersection of Charles and Hargrave Streets.

Below are the main project objectives as noted from the pre-proposal meeting:

a. **New Non-Potable Irrigation System Design** – The City desires a brand-new irrigation design to provide complete coverage to all turf/landscape areas at Lions Park. The system shall utilize the most efficient water emission devices and include quick couplers for washing down and watering the fields.
b. **Maintain Potable Water Connection** – There are approximately eight (8) drinking fountains, and a concession/restroom facility that require a potable water connection. Current potable water connections shall be maintained, if possible. During initial utility research, our team will determine if any retrofit work is needed to maintain the existing potable water connections.
c. **Schedule** – It is understood that the contract will be awarded in February 2024, but could take two months to "start" as the City process will require Council approval. Once started, the City desires that this project be completed within 8 – 12 months.
d. **Funding/Budget** – The City has funding of $499,000 inclusive of the design and construction costs.

Implementation Plan

Irrigation design is a straight-forward, objective process based on the size of the area to be irrigated, the type of plant material to be planted, and the method of irrigation to be used. For this project, we will start our irrigation design by gathering this information to generate a performance baseline for the new recycled water irrigation system, which would include:

- Area to be Irrigated: 300,000 SF
- Plant material: Sports Fields – Turf
- Method of Irrigation: Pop-up Turf Rotors

We will use this information to calculate how much water is needed to keep the grass alive. There are a number of ways to calculate this, but one of the checks we will use is the Water Use Calculator from the Environmental Protection Agency (EPA).

This information tells us that Lion's Park will need approximately 1,800,000 gallons per month during the hottest months, typically July and August. We will design the irrigation system for the worst-case scenario with the understanding that during cooler months of the year and the rainy season the system will typically use less water.

Knowing the total amount of water needed each month, we will run some simple calculations to determine how much capacity the system will need to provide on any given day to meet those requirements.

Next, we will work with the City to determine how many days a week the irrigation system can be run and what our watering window is. For the purposes of this example, we'll assume irrigating every other day (15 days a month) and our watering window is 10PM – 6AM (8 HRS). Based on those parameters, in order to lay down 1,800,000 gallons a month, we'll need to size our Point of Connection (POC) and mainline to provide 250 gallons per minute (GPM) to meet the needs of the park in a single day. Below is a demonstration of our math:

- 1,800,000 / 15 days = 120,000 Gal/Day
- 120,000 / 8 hrs = 15,000 Gal/Hour
- 15,000 / 60 minutes = 250 GPM (this is the requirement to irrigation the entire park in a day)

This gives us confidence to properly size the water meter and mainline to deliver the gallonage we need to the field. For this example, at 250 GPM, the project will require a 3" or 4" meter depending on available static pressure, and a 6" PVC mainline loop to deliver the 250 GPMs to the field. That gives us a starting point, but knowing that the City would like us use the existing irrigation water meter and backflow preventer, and that there are limited funds to build this project, we may need to find ways to bring those numbers down by increasing the number of water days. If we irrigate half the park every day of the month, our GPM requirement gets cut in half. When the system only needs 125 GPM, we can reduce down to a 2" meter and a 4" looped main, which represents considerable savings versus the larger capacity system that could water the entire park in a single day.



This is a glimpse into the step-by-step process we'll conduct, in conjunction with the City's project team, to develop a design that can be installed within the budget. Once we've determined the size of the existing meter and backflow preventer and determined the most cost-effective approach to sizing the mainline, we can start looking at the available static pressure and determine if a booster pump would be needed in order to meet the watering requirements.

Why Kimley-Horn?

During the pre-proposal meeting, the City expressed that they are seeking a consultant to provide value. Kimley-Horn is that consultant. We have outlined a few of the benefits that Kimley-Horn offers below.

Passion, Qualifications, and Experience: The Kimley-Horn team understands that irrigation design is an integral part of every landscape. We pride ourselves on doing our own irrigation design work in-house, as we feel it is essential to look at our designs as a whole and with the understanding that the plant palette selection and water use demand go hand in hand. Our team understands that water is a precious resource, and we push ourselves to constantly be learning about the latest and greatest technologies so we can apply them in our daily designs. We are excited to bring this knowledge to the City of Banning for this project by including Landscape Architects, a Certified Irrigation Designer, a Certified Landscape Water Manager, and Certified Landscape Irrigation Auditors. These credentials have given our team the opportunity to work on numerous projects like yours. We are excited to bring our skillset to the table for the City of Banning.

Individualized Approach: Although we have experience working on similar projects, no two projects are the same. Our team tailors our designs to specific project sites, caters to the needs of the local stakeholders, and ensures that our solutions are fine-tuned for the individual client. We pride ourselves on our communication, and we look forward to working closely with City staff and stakeholders, including maintenance personnel, to develop a design for Lions Park that meets the needs of the local community.

Solutions That Last: Our team develops design solutions based off our collective knowledge of the latest and greatest technologies to ensure solid irrigation designs that will be effective and relevant for years to come. Our designs are not based on the latest trends, but instead, proven innovative solutions that can evolve over time with a community as it grows.

The Kimley-Horn team is thrilled to bring to the table the value that the City of Banning is seeking for Lions Park.

Scope of Work

Task 1. Project Management

1.1 Meetings

Kimley-Horn will organize and conduct meetings throughout the duration of the project. For all meetings related to this contract, Kimley-Horn will prepare meeting agendas to be distributed within forty-eight (48) hours of each meeting, and complete meeting minutes during each meeting to be distributed to the City's Project Team within seven (7) calendar days of each meeting.

1.11 Kick-off Meeting

Within two (2) weeks of the contract's execution, Kimley-Horn will organize and conduct an in-person kick-off meeting with City's Project Team to discuss the project scope, goals and objectives, and finalize the project schedule. Design parameters, such as material preferences for various irrigation equipment, locations for POCs and controller, general maintenance practices, and the site's water window will all be discussed. A complete list of stakeholders and review agencies will be discussed and prepared during the kick-off meeting.

1.12 Progress Meetings (PDTs)

During the design phase of the project, Kimley-Horn will organize and conduct monthly Project Design Team (PDT) meetings with the City's Project Team throughout the duration of the project. Based on the attached schedule we assume a max of (6) PDT meetings will be required as part of this contract. The first PDT meeting shall be an in-person meeting at the site to review existing conditions and completed survey and base mapping prior to the start of 30% Design. The remaining PDT meetings shall be conducted virtually utilizing software such as Microsoft Teams or Zoom.



1.13 Additional Meetings (TBD)

During the design phase of the project, Kimley-Horn will organize and conduct a max of four (4) additional meetings with City Departments and other stakeholder groups when required for the preparation or approval of the design plans. We assume at least one (1) of the additional meetings included as part of this contract will be to review the project and plans with recycled water purveyor to discuss project and confirm location of existing recycled water main located in Charles Street and select location and size for Point-of-Connection.

1.2 Project Set-up and Invoicing

Upon completion of an executed contract, Kimley-Horn will set-up the Project with the City and complete subconsultant agreements as required.

1.21 Work Plan

Kimley-Horn will prepare and deliver to the City a work plan for the development and execution of the Project Plans, Specifications, and Estimate (PS&E). The work plan shall include an outline of tasks to be completed, anticipated schedule related to each task, milestone submittal dates and list of anticipated deliverables related to each milestone. The work plan will also provide a summary of Kimley-Horn staff that is schedule to work on the project including their names, contact information and project responsibilities.

1.22 Invoicing

Kimley-Horn shall prepare and submit monthly invoices to the City. Where applicable, invoices shall include sub-consultant invoices and direct costs. Direct costs shall be supported by a copy of receipts. Monthly invoices shall include detail of percent complete for each task and remaining budget for each task.

1.3 Quality Control and Quality Assurance

The Quality Control/Quality Assurance (QC/QA) plan that Kimley-Horn and its team members will follow in the execution of services is used firmwide to maintain consistency with our clients. It includes the following six key elements:

- **Structure:** Each QC/QA plan includes a project manager responsible for contract delivery, technical managers responsible for discipline design development, and a QC/QA manager responsible for verifying implementation of QC/QA plan.
- **Procedures:** Intradisciplinary checking of documents will be performed by a competent individual within each discipline other than the designer. We have established a color-coded comment process that involves the following steps: an initial check (performed by the checker); a review of comments to verify their adequate consideration and documented resolution (performed by the designer); a review of the completed changes in the original documents (performed by the designer); and a review that confirms accurate completion of changes to the documents (performed by the checker).
- **Interdisciplinary Reviews:** Interdisciplinary reviews are performed throughout the project and prior to key submittals when senior staff from the discipline groups meet to discuss overall project elements.
- **Quality Assurance Audit:** The QC/QA manager will be responsible for conducting a QC audit after completion of the checking and review process and prior to the submittal of any document or deliverable.
- **Deliverables and Document Control:** The project manager will manage the submission of design documents after the QC/QA audit is complete and at milestone completion dates.
- **Corrective Action Measures:** Corrective action measures will be taken if incorrect or nonconforming work is discovered in deliverable items that have already completed the QC/QA process.

1.4 Deliverables

During this Task, Kimley-Horn will prepare various deliverables as outlined above including Meeting Agendas, Meeting Minutes, Monthly Invoices, and Project Schedule and Work Plan.



Task 2. Project Development

2.1 Data Collection

2.11 Site Visit

After the kick-off meeting, Kimley-Horn will perform a site visit and coordinate with the City and the project survey team, The Holt Group, to obtain base information and document existing conditions. The site visit will be conducted by the design team to review above-ground conditions, observe site constraints, and to develop a general understanding of the proposed improvements and contextual conditions. The following are observations the team will strive to record:

- Point-of-connection
- The existing potable meter/meters size(s)
- The flow capacity/gallons per minute (GPM) at the potable point-of-connection, and the flow/capacity at the reclaimed water point-of connection
- The available water pressure for both the potable system, and the reclaimed lines (if applicable)
- Potential locations and power sources for any pump stations that might be needed
- Elevation changes from high to low point on-site

It is Kimley-Horn's strong belief that a successful project involves working closely with the maintenance team. Our design team will connect with the maintenance staff during the site visit to understand their approach to managing and maintaining the irrigation system and will work to incorporate approaches to the project design that the maintenance team can seamlessly support.

2.12 Site Survey

Kimley-Horn will work with the survey team to identify the location of existing utilities, tap locations, surrounding roadways, buildings, site access points, and other site features. Existing trees will also be recorded. Kimley-Horn will research the location and status of relevant utilities at Lions Park using publicly available information. **The Holt Group**, our survey subconsultant, will locate and identify underground utilities. Kimley-Horn will coordinate all tasks with the City as well as other stakeholders identified at the Project Kick-off Meeting and the initial site visit. Kimley-Horn will document all meetings and interactions and provide written correspondence summarizing those conversations.

The Holt Group will prepare an aerial/photogrammetric topographic survey for all project areas specified by Kimley Horn and the City up to the entire 8.9-acre Lions Park facility. The survey will include mapping of all irrigated areas and their service meters including identification of all potable water services to the drinking fountains, bathrooms and concession stand facilities. The location of meter boxes, pipe network, controllers, valve boxes, sprinkler heads and backflow prevention devices will be included in the survey. The survey will also include an inventory of other utilities such as electricity that may conflict with the new irrigation system once it is in place. All elevations will originate from the City of Banning benchmark system. The Vertical Control and Horizontal Control will be illustrated on the Title Sheet of the survey within the Vicinity Map. All raw data including aerial line work or topographic points will be submitted to the City.

The Holt Group will prepare a map of the existing irrigation system and submit to the City along with field notes, a photo log and utility as-built maps.

2.2 Due Diligence and Site Reconnaissance

Kimley-Horn will provide due diligence and will conduct thorough research to obtain all available utility documents within the project area. Kimley-Horn shall review any available plans, specifications, and operating data applicable to the project site. Kimley-Horn shall evaluate the available information with emphasis on conversion of the potable irrigation system to non-potable irrigation system. Kimley-Horn will meet with the City's Project Team to determine which of the information available should be included in the design and construction phases. Kimley-Horn will provide due diligence for all publicly documented data, but field work such as potholing, is not included in this proposal since specific tasks cannot be determined at this time. Should Kimley-Horn and the City's Project Team agree that field potholing is required, a separate scope and fee will be submitted to the City for approval.

After reviewing the as-built irrigations plans and getting the completed survey and base map, Kimley-Horn will perform a site visit to evaluate the irrigation system at Lions Park. The on-site evaluation will include:



a. Mapping of all irrigated areas and their service meters including identification of all services that should remain on potable water such as drinking fountains, bathrooms and concession stand facilities. The Consultants should devise a plan to protect drinking fountains and children's playground equipment from getting sprayed with recycled water.
b. Investigating all potential cross connection points with the existing potable water system at the park and surrounding areas and devising a plan to split the two systems.
c. Identification of key construction work needed to complete the conversion such as non-potable water meter, backflow devices etc.
d. Inventory of other utilities such as electric that may conflict with the new irrigation system once it is put in place.

2.3 Presentation of Preliminary Findings

Kimley-Horn will prepare a report of preliminary findings and present it to City staff for review and comments. The report shall contain the mapping of the existing irrigation system including the location of meter boxes, pipe network, controllers, valve boxes, sprinkler heads and backflow prevention devices.

2.4 Deliverables

During this Task, Kimley-Horn will prepare deliverables such as Field Review Notes, Photo Logs, Letters to Utility Owners, Utility As-Built Maps, Preliminary Findings Report. Our subconsultants shall prepare and deliver topographic survey and underground utility survey in CAD and PDF format.

Task 3. Irrigation Design Plans

3.1 30% Irrigation Design Plans

Kimley-Horn will prepare 30% recycled water irrigation design drawings for Lion's Park which depict the location(s) and connections of the overall irrigation system to be installed. This shall include but not be limited to; recycled water and potable water Point of Connection(s), recycled water and potable water mainline routing with anticipated cross-connection locations, required street improvements, demolition and construction, to make the connection to the 24" recycled water main in Charles Street, proposed location(s) for Automatic SMART Controller(s), irrigation legend and general irrigation notes, recycled water irrigation notes, and calculations for water use and pressure loss used to determine irrigation system sizing. All proposed enhancements will be compliant with local codes and agency requirements, and account for the State of California Model Water Efficient Landscape Ordinance (MWELO).

30% Irrigation Plans Page Turn Meeting – Kimley-Horn will organize and conduct a virtual page turn meeting with the City Project Team and present the 30% Irrigation Plans, going through each page and presenting the proposed layout, calculations, and overall design of the project.

Kimley-Horn will provide one (1) round of revisions based on consolidated City and any regulatory agency comments and incorporate them into the 100% Final Design Plans.

30% Deliverables

Kimley-Horn will provide a set of plans formatted at 24"x36", in electronic PDF format for the submittal. Plan sheets for the 30% Plans shall include:

a. Cover Sheet and General Notes
b. Demo and Contruction plan Enlargement
c. Irrigation Plan and Details: Kimley-Horn will review the available water pressure and capacity information and prepare an Irrigation Plan indicating point-of-connection and mainline routing. Point of connection and mainline sizing will be reflective of the available water window during the month with the highest Reference Evapotranspiration Rate of the year in the City of Banning (July). The plans will portray proposed system components such as booster pumps, backflow preventers, and sleeving. The plans will include irrigation details, notes, and calculations. Specifications: Preparation of specifications will be done in a format provided by the City. Unless otherwise directed by the City, these will be included on the plans.

3.2 100% Irrigation Design Plans

Kimley-Horn will prepare Final 100% recycled water irrigation design drawings for Lion's Park which address the comments received from the 30% design plans and depict the completed irrigation system including spray head and rotor layout, locations for remote control valve



manifolds, lateral piping with sizing, and additional equipment such as isolation valves and QCVs. All proposed enhancements will be compliant with local codes and agency requirements, and account for the State of California Model Water Efficient Landscape Ordinance (MWELO).
100% Irrigation Plans Page Turn Meeting – Kimley-Horn will organize and conduct a virtual page turn meeting with the City Project Team and present the 100% Irrigation Plans, going through each page and presenting the completed layout, updated calculations, and overall design of the project.

Kimley-Horn will provide one (1) round of revisions based on consolidated City and any regulatory agency comments and incorporate them into the 100% Final Design Plans ready for bidding.

100% Deliverables

Kimley-Horn will provide a set of plans formatted at 24"x36", in electronic PDF format for the submittal for the purposes of permitting and bidding the project. Plan sheets for the 100% Plans shall include:

a. Cover Sheet and General Notes: Depicting information schedules and general notes
b. Legend and Calculation sheets: Depicting materials legends, water usage and conservation calculations, pressure loss calculations, and water schedules
c. Finalized Irrigation Plan and Details: In addition to the information listed above in Task 3, the final irrigation plans will depict equipment downstream from the Point of Connection including the location and sizes of heads, lateral line and sizes, quick coupler valves, isolation valves, pressure compensating equipment (if necessary), flow sensors, weather sensors, automatic control valves, and other necessary equipment. In addition, the plans will show the controller location, recommended station designations, and any associated weather sensors necessary for controlling the irrigation system.

Hard copies of the final Construction Documents will be provided to Client for bidding and implementation. Additional permitting submittals not identified above will be considered an additional service.

Task 4. Specifications and Cost Estimates

Specifications and Cost Estimates will not be included as part of the 30% Design Plans mentioned above in Task 3.

As part of the 100% Irrigation Plans mentioned above in Task 3, Kimley-Horn shall prepare a complete set of technical specifications based on the City's general and special provisions. Kimley-Horn shall also prepare cost estimates based on construction bid items and quantities from the final design plans. A design contingency will be included in the cost estimate.

Deliverables: Kimley-Horn will provide final specification sections in Word and PDF, and Cost Estimate in electronic PDF version as part of the 100% Irrigation Plan submittal.

Kimley-Horn will provide up to two (2) rounds of revisions to the specifications and cost estimate based on consolidated City and any regulatory agency comments and incorporate them into the 100% Final Design Plans ready for bidding.

Task 5. Bidding/Construction Support

Task 5.1 Bidding Support:

Kimley-Horn staff will be available during the bidding process to answer telephone or email questions and Requests for Information/ Clarifications up to eight (8) hours for a project manager and up to twelve (12) hours for a production or analyst staff member.

Kimley-Horn's project manager will be available to attend the pre-bid meeting. We assume the meeting will be in person and on-site and up to two (2) hours long.

Task 5.2 Construction Support

Kimley-Horn will provide limited construction phase services for the landscape architecture portion of the project, as directed by the City. The scope of services listed below will be provided as part of the construction phase services. The budgeted fees for this task are based upon approximately sixteen (16) hours of effort for a principal-in-charge or project manager and twenty-four (24) hours for the production and analyst staff. Any additional effort beyond the specified amount will be billed to the City hourly, according to the approved Kimley-Horn rates, as authorized by the City or its representatives.



Kimley-Horn's project manager will be available to attend the pre-construction meeting. We assume the meeting will be in person and on-site and up to two (2) hours long.

Kimley-Horn will support the City with the services listed below during the project construction:

a. Request for Information (RFI): Kimley-Horn will respond to Contractor requests for information and issue clarifications and interpretations of the Contract Documents to the Client within this fee. Any authorization of variations from the Contract Documents will be made by the Client. Additional RFI requests, beyond the estimated hours above, will be considered additional services.

b. Submittals and Shop Drawing Review: Kimley-Horn will review material submittals and material cut sheets Shop Drawings, Samples, and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents.

c. Substitutions: Kimley-Horn will review and make recommendations related to substitutions submitted or proposed by the Contractor. Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

d. Site Visits: Kimley-Horn will provide up to three (3) visits to the site to observe construction of improvements designed by Kimley-Horn. Visits will be periodic, and observations will not be exhaustive or extend to every aspect of Contractor's work in progress. Kimley-Horn shall not, during such visits or as a result of such observations supervise, direct, control, influence, or have responsibility over Contractor's work. Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents or permits. This task includes up to three (3) field visits and site observation by Kimley-Horn staff, and one (1) punch walk visits.

e. Plan Revisions: Upon written authorization from the City of additional fees, Kimley-Horn will provide engineering design services for revisions to construction documents resulting from changes in the field or unforseen conditions encountered by the Contractor, or other change order work required due to actions of the City.

Task 5.3 As-Built Drawings

Upon completion of the project Kimley-Horn will use information based on redlined drawings provided by the Contractor and the City to prepare a set of As-built drawings incorporating any change orders or bulletins generated during the construction phase. Kimley-Horn will update the 100% PS&E with the as-built information.

As-built plans prepared by Kimley-Horn shall be submitted to the City within one (1) month of receipt of as-built redlines, field notes and all RFI, shop drawings and change orders from the Contractor.

Assumptions/Exclusions

Any services not specifically provided for in the above scope as well as any changes in scope made at the City's request, will be considered additional services, and will be performed at our then current hourly rates. This will require approval in writing before any work shall continue.

- The information used in the preparation of this proposal was provided by the Client. Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the client.
- Hours noted for tasks are estimates only. If more time is required for the scope of work, additional budget will be requested.
- This proposal assumes that the standards and practices in effect at the City of Banning, at the time of this proposal, will remain in effect throughout the course of development
- Meetings beyond those identified in this Scope and Fee Proposal
- Supplemental Exhibits or 3D modeling/imagery
- Formal Value Engineering Process and/or Value Engineering
- Public Improvement Plans, Offsite improvements
- Submittal and/or Permitting Fees
- Environmental, Bio-Assay and/or Geotechnical Services
- Existing Plant Inventory or Landscape Preservation Plans
- Site and/or Landscape Lighting
- Warranty and/or Maintenance Administration
- If applicable, a soils consultant and soil analysis will be coordinated/prepared by the contractor upon the completion of mass grading. The existing soil nutrient information will be compared against the proposed plant palette to determine the appropriate amendment recommendations.



Schedule

Kimley-Horn will provide services as expediently as practical to meet a mutually agreed upon schedule.

Schedule graphic should follow this timeline:

Task	Month	Jan		Feb				Mar				Apr				May				Jun			
	Week	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Start date of January 23rd, 2024																							
Survey/Underground/Data Gathering																							
Start Initial Design March 5th																							
Submit 30% plans March 26th																							
City review and comment by April 9th																							
Start Final Design																							
Submit 100% PS&E by May 14th																							
City review and comment by May 28th																							
Submit final Bid ready plans by June 18th																							
12 weeks of construction – Complete by end of September																							

Kimley-Horn will work closely with the City's Parks and Recreation Director to help schedule construction in phases to ensure the park can still be operational during the entire irrigation installation process.

Complete by End of September

Listing of City-Provided Information from the RFP:

- Available As-Built Drawings
- Boilerplate Special Provisions and Contract Documents
- Project Bidding Dervices and Inspection

List of City Personnel Participation:

Task 1: Project Management

A City representative should be present at the various review meetings and provide comment and weigh in on discussion items.

- Estimated hours: 20

Task 2: Project Development

Surveying and Base Mapping

A City representative should be at the site visit and kickoff meeting and review and comment on final survey and base sheets.

- Estimated hours: 20

Utility Research

A City representative should be available to represent the City for issues relating to Agency requirements. The City should provide contacts, if possible, to Kimley-Horn for allied agencies.

- Estimated hours: 20

Task 3: Irrigation Design Plans

A City representative should be available to answer design-related questions. City representatives should participate in the initial concept presentation and review and comment. City representatives should review and comment on the 30% and 100% PS&E plans.

- Estimated hours: 30-40

Task 4: Specifications and Cost Estimates

A City representative should be available to answer specification or cost estimate-related questions.

- Estimated hours: 10-20

Task 5: Bidding & Construction Support

A representative for the City should be present as the Owner's representative at all construction functions, meetings and observations/ inspections. The Owner's representative should review, route and approve all RFI's, submittals and shop drawings. The representative should be available at all times to discuss Contractor issues during construction and make decisions on the expertise required to resolve construction issues.

Estimated hours: Full-time employee during construction phase





B. COMPANY INFORMATION

Kimley-Horn is a full-service engineering, planning, and consulting corporation providing services to both public and private sector clients nationwide. Founded in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of more than 7,500 employees with 125 offices nationwide, including 12 in California. Kimley-Horn's growth over the last 56 years is the result of our commitment to integrity and our dedication to providing quality services. We offer clients the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm can offer.

Kimley-Horn's team specializes in:

- Park, Trail, and Greenway Planning and Design
- Athletic Fields and Pool Design
- Urban Planning and Design
- Land Use and Master Planning
- Community Centers and Public Libraries
- Streetscape Planning and Design
- Signage and Wayfinding Planning and Design
- Water Harvesting and Conservation Solutions
- Landscape and Irrigation Design
- Development Design Guidelines and Standards
- Site Feasibility Studies, Inventory, and Analysis
- 3D Modeling and Visualizations
- Visual Analysis and Impact Assessment
- Site Programming
- Public Outreach and Community Engagement

Kimley-Horn hereby confirms that it is independent of the City as defined by generally accepted auditing standard the U.S. General Accounting Office's Government Auditing Standards (1994).

Project manager Michael Madsen, PLA, CLIA, ASLA will serve as the City's main point of contact and can be reached at 619.744.0164, at Michael.Madsen@kimley-horn.com, or at 401 B Street, Suite 600, San Diego, CA 92101.

Litigation

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects, we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Kimley-Horn has no outstanding judgments. We have two (2) pending civil lawsuits in the State of California in which the amount is unknown at this time. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Litigation cases filed in California in the last five (5) years are as follows:

29Twenty Maintenance Association v. Van Daele Development Corp., et al; Los Angeles County, Superior Court of the State of California; Case No. 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Farhad Abad, individually and for the Estate of Mahin Ashki-Abad; Keemia Abad; and Arianna Abad v. U.S. Foods, Inc., et.al.; Alameda County Superior Court; Case No. RG17856272; filed 2017; traffic accident, wrongful death claim; settled; closed 2019.

Vicente Gomez, et al v. Pilot Travel Centers, LLC, et al; Case # CVRI2103878; Superior Court of California, County of Riverside; filed 2021; personal injuries; pending

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019.

Kimberly Lynn Wright and Ty Juan Montanez v City of Concord; et al; Superior Court of California, County of Contra Costa; Case No. MSC20-01067; filed 2020; served 2022; traffic accident, wrongful death claimed; pending



C. COMPANY PERSONNEL

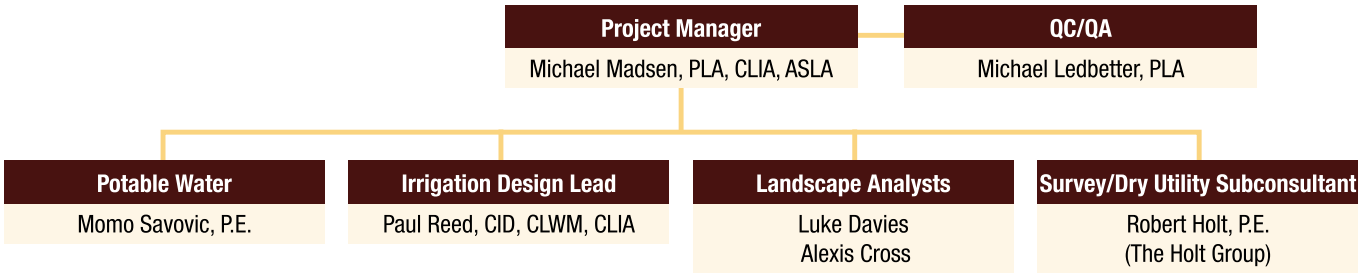
We have assembled an exceptional team of professionals who possess experience providing similar irrigation design services, have proven project management capabilities, and are committed to providing the City of Banning with timely and high-quality deliverables. We know how to perform the types of work we are submitting on and are immediately available to serve you.

Our project team, including project manager Michael Madsen, PLA, CLIA, ASLA, quality manager Michael Ledbetter, PLA, and lead irrigation designer Paul Reed, CID, CLWM, CLIA, collectively bring decades of experience in irrigation design for public and private sector clients across the country. This team has experience working together to provide the same services the City is seeking for this project and are exceptionally qualified to serve the City.

An organizational chart delineating our proposed key personnel and support staff is provided below with full resumes for key staff included on the following pages.

Organizational Chart

All assigned key professional staff are properly licensed to practice in California.



Teaming Partner

Founded in 1984 in Palm Springs, California, The Holt Group, Inc. is a full-service consulting firm offering engineering, construction management, inspection, resident engineering, plan checking, surveying, labor standards compliance, planning, environmental, grant administration, and related professional services to both private and public sector clients throughout Southern California and Western Arizona. They are headquartered in El Centro with additional office locations in Palm Desert and Blythe. If selected, services will be provided to the City out of their office located at 36951 Cook Street, Suite 103, Palm Desert, CA 92211. Due to their extensive local experience, The Holt Group is intimately familiar with the local engineering and planning standards, regulations, and guidelines as well as local seismic, geotechnical, groundwater and extreme temperature conditions which significantly impact engineering projects in Riverside and Imperial Counties.

Key Personnel Resumes

Resumes for our team highlighting each team member's qualifications and experience can be found on the following pages.







Michael Madsen, PLA, CLIA, ASLA

Project Manager

Office: San Diego
619.234.9411

Michael has more than 20 years of landscape architectural experience in master planning, streetscapes, site design, and planting and irrigation design. His background includes coordinating multidisciplinary design projects involving landscape architecture, urban planning, architecture, civil engineering, roadway design, and transportation. Michael has a passion for people spaces and seeks opportunities for environmental education in his designs. He strives to use plant palettes that combine aesthetics with a sensitivity towards efficient water use by pulling in native and adaptive species.

Professional Credentials

- Master of Landscape Architecture, University of Florida
- Bachelor of Science, Business Administration, Florida State University
- Professional Landscape Architect in California #5798
- Certified Landscape Irrigation Auditor #92638
- Council of Landscape Architectural Registration Boards #21623

Relevant Experience

- **City of Hollister, Water Reclamation Recreation Facility Design and Construction Support, Hollister, CA** – Project Manager
- **City of Chula Vista and Meridian Development, Millenia Park, Chula Vista, CA** – Project Manager
- **City of National City, Paradise Creek Educational Park, National City, CA** – Project Manager
- **City of Palm Springs, Demuth Park Pickleball Expansion, Palm Springs, CA** – Project Manager
- **City of El Centro, Aquatic Center, El Centro, CA** – Landscape Architect
- **City of El Centro, Engineering Design and Architectural Design Services for Plank Park, El Centro, CA** – Landscape Architect
- **City of Brawley, Alyce Gereaux Park Renovations, Brawley, CA** – Landscape Architect
- **City of El Centro, Martin Luther King Community-Oriented Skate Park, El Centro, CA** – Landscape Architect
- **City of Desert Hot Springs, Hacienda Avenue Improvement Project, Desert Hot Springs, CA** – Landscape Architect
- **Palm Springs Unified School District, Palm Springs High School Renovations, Palm Springs, CA** – Landscape Architect
- **City of Escondido, Washington Park Skate Spot, Escondido, CA** – Landscape Architect
- **Riverside Unified School District, Longfellow Elementary & Alcott Elementary School Modernization, Riverside, CA** – Landscape Architect
- **City of Burbank, Burbank Bike Trail, Burbank, CA** – Landscape Architect
- **City of San Diego, Crown Point Park Renovations, San Diego, CA** – Landscape Architect
- **City of National City, Kimball Park Master Plan Improvements, National City, CA** – Landscape Architect





Michael Ledbetter, PLA (RLA)

QC/QA Manager

Office: Orange
714.939.1030

Michael is a landscape architect with more than 22 years of diverse professional experience who joined Kimley-Horn as a senior project manager. He has extensive design and production management experience, leading projects from entitlements through construction. Michael is a seasoned irrigation professional having designed and managed plans and construction for all of his projects over his long career in landscape architecture. He has a strong design sense that he brings to all sectors of our land development portfolio including public parks, urban design, commercial, retail, higher education, and healthcare. He is passionate about sustainable design and is focused on being progressive when it comes to regenerative and resilient design trends currently sweeping the profession. He works closely with our civil team to develop site designs that not only function but deliver the objectives of the program with casual elegance, making spaces to be enjoyed by all who experience them.

Professional Credentials

- Bachelor of Science, Landscape Architecture, University of Kentucky
- Professional Landscape Architect in California #5553
- American Society of Landscape Architects (ASLA), Full Member

Relevant Experience

- **Town of Apple Valley, Parks Irrigation System Improvements, Apple Valley, CA** – Project Manager
- **City of Santa Ana, 17th Street Triangle Park, Santa Ana, CA** – Landscape Architect
- **City of Santa Ana, Jerome Park and Cabrillo Park Irrigation, Santa Ana, CA** – Project Manager
- **Santa Ana College, P.A.M. Site Improvements, Santa Ana, CA** – Project Manager*
- **City of Anaheim, Anaheim Convention Center Grand Plaza, Anaheim, CA** – Project Manager*
- **City of Ontario, Townsquare Park, Ontario, CA** – Project Manager*
- **City of Lake Forest, Lake Forest Sports Park, Lake Forest, CA** – Project Manager*
- **Orange Coast Community College, Aquatics Center, Costa Mesa, CA** – Project Manager*
- **City of Atascadero, Atascadero Downtown Streetscape, Atascadero, CA** – Project Manager*
- **City of Grover Beach, Grover Beach Downtown Streetscape, Grover Beach, CA** – Project Manager*
- **City of Winters, Winters Downtown Streetscape, Winters, CA** – Project Manager*
- **Saddleback College, The Quad, Mission Viejo, CA** – Landscape Architect
- **Glendale Community College, Verdugo Gym Replacement, Glendale, CA** – Landscape Architect*
- **Irvine Valley College, B-Quad, Irvine, CA** – Landscape Architect*
- **Moorpark College, Entry Monument and Wayfinding, Moorpark, CA** – Landscape Architect
- **Adventist Health, Adventist Health West Headquarters, Roseville, CA** – Landscape Architect*
- **LBUSD, Cabrillo & Wilson Highschool Track and Field, Long Beach, CA** – Landscape Architect*
- **Pomona USD, Roosevelt Elementary School Transformation, Pomona, CA** – Landscape Architect*

Prior to joining Kimley-Horn





Momo Savovic, P.E.

Potable Water

Momo is recognized across California as an industry expert in the optimization and improvement of wastewater treatment plants, wells, booster pump station systems, pipeline and conveyance systems, and SCADA systems. With 35 years of experience, Momo has played an influential role in multiple professional organizations, including serving as the past President of the CMAA (Construction Management Association of America) San Diego chapter as well as the current Secretary and upcoming Vice President of CWEA (California Water Environment Association).

Office: San Diego
619.234.9411

Professional Credentials

- Master of Engineering, University of Alberta, Province of Alberta Canada
- Master of Science, Mechanical Engineering University of Sarajevo
- Bachelor of Science, Mechanical Engineering, San Diego State University
- Professional Engineer in California #32229, Washington #38468
- Certified Construction Manager #1713
- Professional Asset Manager, Institute of Asset Managers,
- Board Certified Environmental Engineer, BCEE #04-20001
- Board Certified Environmental engineer, BCEE #04-20001

Relevant Experience

- **City of San Diego, Sewage Pump Station 1 (PS1), San Diego, CA** – Quality Control Manager
- **City of San Diego, Sewage Pump Station 35 (PS35), San Diego, CA** – Project Manager
- **Metropolitan Water District of Southern California, AVEK-Jensen Drought Mitigation Pump Station (PS) Conveyance System Design Service. Southern California, CA** – Design Manager
- **Tarrant Regional Water District (TRWD), Water Conveyance System Including Two 300 (mgd) Pump Stations, Fort Worth, TX** – Quality Control Manager
- **IBWC and the Bajagua Project LLC/Tijuana, Mexico** – Process/Mechanical Engineer*
- **City of Vista, Buena Creek PS Bypass Sewage Project, Vista, CA** – Project Manager*
- **San Diego County Water Authority, San Vincente Pump Station, San Diego, CA** – Project Manager*
- **City of Norco, Project Quality Manager, Norco, CA** – Quality Manager*
- **San Diego County Water Authority, Lake Hodges Pump Station/Power Generation Facility, San Diego, CA** – Mechanical Engineer*
- **US Marine Corps/Twentynine Palms, CA** – Project Manager*
- **San Diego Gas & Electric Company, B649 Sewage Pump Station, San Diego, CA** – Project Manager*
- **San Diego Gas & Electric Company, B395 Sewage Pump Station, San Diego, CA** – Project Manager*

Prior to joining Kimley-Horn



Paul Reed, CID, CLWM, CLIA

Irrigation Design Lead

Paul has 16 years of experience as an irrigation professional, and now specializes in irrigation design. His experience includes field work, cultural practice, design, installation, and programming. Paul has managed golf courses, municipal parks teams, and worked in irrigation manufacturing. He has provided industry training for pump specification, hydraulics, electrical troubleshooting, two-wire design, and water conservation. He is passionate about overcoming the industry's biggest challenge: making sure that design and water-conserving principles are understood and implemented at the supervisor and technician level.

Relevant Experience

- **Town of Apple Valley, Parks Irrigation System Improvements, Apple Valley, CA** – Irrigation Designer
- **Water Tower Park, Turf Conversion, City of Brighton, CO** – Irrigation Designer
- **Town of Erie, Compass and Morgan Hill Parks Master Plan, Erie, CO** – Irrigation Designer
- **Interlocken Life Sciences Campus, Broomfield, CO** – Irrigation Designer
- **Cathedral Pines Master Plan, Colorado Springs, CO** – Irrigation Consultant

Office: Denver
303.228.2300

Professional Credentials

- Bachelor of Science, Golf and Sports Turf Management, University of Florida
- Certified Irrigation Designer (CID) #84393
- Certified Landscape Water Manager (CLWM) #84393
- Certified Landscape Irrigation Auditor (CLIA) #84393
- Irrigation Association, Member
- American Society of Irrigation Consultants (ASIC), Member
- Colorado Parks and Recreation Association (CPRA), Member
- National Association of Landscape Professionals (NALP), Member



Luke Davies

Landscape Analyst

Office: San Diego
619.234.9411

Luke has more than six years of experience in the field of landscape architecture focusing on urban planning, irrigation, planting and hardscape design, stormwater management, transportation planning, wayfinding, and signage and visual simulations. He has worked on taking a wide variety of projects from initial site analysis to concept development and moving into highly – detailed design through construction. Luke searches for ways to incorporate people into each space and analyzes ways in which users will transect through the built and natural environments. Much of his project experience has been within the private sector with a focus on urban design, hardscape design, site planning and furnishings.

Professional Credentials

- Bachelor of Science, Landscape Architecture, California Polytechnic State University, San Luis Obispo

Relevant Experience

- **Ontario Airport, Design-Build - FedEx, Ontario, CA** – Landscape Analyst
- **Meridian Development, Millenia Park-Chula Vista, Chula Vista, CA** – Landscape Analyst
- **Affirmed Housing Group, Zephyr Affordable Housing, San Diego, CA** – Landscape Analyst
- **City of Corona, McKinley Street Grade Separation, Corona, CA** – Landscape Analyst
- **San Elijo Joint Powers Authority (SEJPA), Caltrans Trail and Easement, Cardiff-by-the-Sea, Encinitas, CA** – Landscape Analyst
- **Spurlock Landscape Architects, Environmental Monitoring & Technical Services (EMTS) Building Esplanade, San Diego, CA** – Landscape Analyst
- **City of Lancaster, Avenue J/SR 14 (SR 138) Interchange PSR-PDS, PA&ED and PS&E, Lancaster, CA** – Landscape Analyst
- **Beaumont Unified School District, Beaumont K-8 School, Beaumont, CA** – Landscape Analyst
- **City of Lancaster, At-Grade Rail Crossing Improvements (Avenue K, J, M, G), Lancaster, CA** – Landscape Analyst
- **City of San Diego, Market and Euclid Complete Streets, San Diego, CA** – Landscape Analyst
- **City of Lincoln, Engineering Design Services on the East Joiner Parkway Widening Project, Lincoln, CA** – Landscape Analyst





Alexis Cross

Landscape Analyst

Alexis is a highly intelligent and driven addition to the Kimley-Horn team. She has a technical proficiency from her education as an Architecture and Planning major at the University of Colorado in Denver, but has a track record of excellence with information handling, team management, and quality control from her day as an intelligence collector with the United States Army.

Office: Denver
303.228.2300

Professional Credentials

- Bachelor, Architecture and Planning, University of Colorado, Denver
- International Society of Arboriculture, Member

Alexis grew up in Southern California and has spent her entire professional career in Colorado. She has worked in the landscape architecture field for both public and private clients across the United States. Her background consists of projects ranging from small and large scale commercial, park design, industrial, multi-family, streetscape design, mixed-use developments, and government contract all across the United States. Her responsibilities include providing tree preservation and mitigation, graphic rendering, and conceptual and schematic design through construction document preparation for hardscape, planting, and irrigation design.

Relevant Experience

- **FDOT, TWO 6, Miami County, FL** – Design Irrigation System to water plant material along freeway system, while meeting all the FDOT design standards
- **Oquirrh, Single Family Development, Mt. Ranch, UT** – Design a small park, trail system, street landscaping, and irrigation for entire neighborhood
- **Water Tower Park, Brighton, CO** – Design irrigation system for sports field complex
- **US Military, Doral Southern Command Center, Miami, FL** – Design irrigation system for community master plan



Robert Holt, P.E.

Survey/Dry Utilities

THE HOLT GROUP
planning · surveying · engineering

Robert has served as the project manager and project engineer for numerous public works endeavors including water and wastewater treatment facilities, pumping stations, pipeline projects and street improvement projects. He has been responsible for the administration of numerous public works projects during the preliminary, design, bidding and construction management phases. He has formulated many Federal and State Grant applications utilizing USDA, CDBG, EDA, EPA and State Water Resources Control Board Grants and Loans.

As the former contract City Engineer for the City of Blythe, Robert has been responsible for the preparation and negotiation of Conditions of Approval for a wide variety of Tentative Parcel and Tract Maps and for the review and approval of numerous subdivision maps and the related grading, street, sewer, stormwater and water system improvement plans. Most recently, Robert has overseen the preparation of the City of Blythe Master Water Distribution Plan and the City of Blythe Wastewater Salinity Study.

Relevant Experience

- **City of Blythe, Water Distribution System Master Plan, Blythe, CA**
- **City of Blythe, Salinity Study, Blythe, CA**
- **Palo Verde College, Water Tank Replacement Project, Blythe, CA**
- **County of Riverside, Mayflower Park Sewer Forcemain Project, Riverside County, CA**
- **Blythe Energy Project, Blythe, CA**

Professional Credentials

- Registered Civil Engineer in California #27943, Arizona #31372, Michigan #6207057026, Nevada #12034, New Mexico #21357, Utah #7249477-2202, and Illinois #062.066039
- NCEES Record Certificate No. 49632
- American Society of Civil Engineers, Member
- American Public Works Association, Member
- American Water Works Association, Member
- American Society of Mechanical Engineers, Member
- Board Member of the Palo Verde Valley Community Improvement Fund (2011 – present)



D. DISCLOSURE

Kimley-Horn has been working with the City of Banning on various contracts since 2021. We are not aware of any personal relationships, past or current, between our staff and any City officials or employees. Should we be made aware of any potential conflicts of interest, we will alert the City immediately.



E. EXPERIENCE AND REFERENCES

Overview of Relevant Services

Irrigation

Water conservation is the key issue in designing and maintaining landscapes in Southern California. The synergistic relationships of planting and irrigation design along with the proper application of soil science are critical to ensuring the success of any project. We recognize the need for our design to integrate these principals to create a unique solution for the City of Banning. Our lead irrigation designer, **Paul Reed, CID, CLWM, CLIA,** has 15 years of experience specializing in irrigation and horticultural design, including field work, cultural practice, design, installation, and programming, for municipal parks, golf courses, and manufacturing. Alongside Paul, our landscape architectural team will provide professional irrigation design with the ongoing goal of developing cost-effective solutions that meet the accepted standards and maintenance requirements of the City–with a sensitivity to the unique aesthetic and environmental conditions of the City.

Our irrigation design, planning, and related technical services include:

- All phases of irrigation design, from site discovery through construction documents
- Assessment and audit of existing irrigation systems
- Irrigation and related landscape architectural planning
- Technical specification writing
- Bidding assistance
- Construction observation
- Water service connections, including pump station design
- Hydrozone development
- Preparation of written reports, summaries, conceptual drawings and graphics
- Project management and scheduling
- Construction cost estimating

Surveying and Mapping Services

Kimley-Horn will utilize long-time partner The Holt Group to perform topographic foot surveys, ALTAs, and other mapping services as the project requires.

Financial Strength

Kimley-Horn is privately owned, financially strong, and positioned for continued financial health. We maintain a disciplined focus on business fundamentals, operate the firm conservatively, and our internal controls and business standards are designed to keep our financial foundation strong. In addition to sustaining healthy annual revenues and equity, Kimley-Horn maintains a robust cash flow and has an untapped eight-figure operating line of credit available for short-term cash flow needs. Kimley-Horn has the financial ability to successfully perform the services required by the City for this contract. For any questions regarding Kimley-Horn's financial status, please contact Lindsey Balltzglier, Controller, at 919.678.4141.





Relevant Experience and References

Town of Apple Valley, Brewster Park and James Woody Park Irrigation Renovations, Apple Valley, CA

Reference: Rich Berger, Project Manager, Town of Apple Valley

14955 Dale Evans Parkway, Apple Valley, CA 92307
760.240.7000
rberger@applevalley.org

In the fall of 2023 Kimley-Horn was hired by the Town of Apple Valley to prepare plans and specifications for irrigation renovations at two parks, Brewster Park and James Woody Park. Brewster Park is currently 9 acres of sports fields irrigated with potable water and Kimley-Horn is preparing irrigation design plans to convert the entire park over to utilize recycled water. James Woody Park is an older facility, roughly 16 acres total, with multiple baseball fields and Kimley-Horn will be preparing irrigation design plans to renovate the existing system. For both park locations Kimley-Horn's team of irrigation professionals is working with the Town to upgrade aging irrigation infrastructure that has grown and developed over the years. This will include combining POCs and automatic controllers to maximize efficiency, upgrading all existing systems with the latest technology such as water efficient rotors and spray heads and SMART irrigation controllers. Streamlining the automatic control system will allow the Town to minimize water use, be more efficient with their overall system run-times, and utilize real time ETO (evapotranspiration) data to adjust watering schedules automatically based on current weather conditions throughout the year. Kimley-Horn is also working with the Town to select and implement comprehensive Central Control so that the all the automatic controllers in the Town's network of parks and streetscapes can communicate and allow maintenance and operations staff to respond to issues as they pop-up in real time.

City of Chula Vista, Millenia Park, Chula Vista, CA

Reference: Patricia Fermán, R.L.A., Principal Landscape Architect, City of Chula Vista, Development Services Department

276 Fourth Avenue, Chula Vista, CA 91910
619.409.3890
pferman@chulavistaca.gov

In the fall of 2017, Kimley-Horn was hired by Meridian Development and the City of Chula Vista to design a brand new 3.6-acre urban park requiring the design of an irrigation system to serve a variety of park spaces including a large multiuse soccer field, landscape areas planted with low water use plant material, pathways planted with large shade trees, and play structures and ball courts flanked by landscaped spaces. The irrigation system design incorporated, as appropriate, low-flow drip, bubbler, and rotator zones, as well as high flow field rotor zones. The system is served by recycled water and the plans were processed through the City of Chula Vista, Otay Water District, and the San Diego County Department of Environmental Health. There were multiple agency reviews to ensure our design and drawings incorporated the appropriate standards, and followed health, safety, welfare protocol. This was particularly important because of the multiple nearby potable water lines and the ever-present potential for cross contamination. In 2021, we delivered a successful design, and the park continues to be a hit for all who visit.

Rancho Water District/Temecula Unified School District, Chapparal High School Modernization Project, Temecula, CA

Reference: Gregory Gill, Principal Engineer, Rancho California Water District

42135 Winchester Road, Temecula, CA 92590
951.296.6900
gillg@ranchowater.com

Kimley-Horn was tasked to provide landscape architectural services for Chapparal High School's Modernization project that includes a new gymnasium building and an associated sport field redesign adjacent to the proposed building location. Recycled water is used for the campus irrigation. Kimley-Horn took point in coordinating with Rancho Water District, and we navigated the agency submittal and permitting process for this project. Kimley-horn worked diligently with the water district to allow for a speedy and expedited review process to keep the project schedule on track. Our proactive and open communication with the agency established trust early on allowing us to work together to secure the appropriate agency standards and details, while also enabling them to review and process the plans, quickly. Currently the plans have been approved and the project is in construction. Project completion is projected to be August 2024.

PRICE PROPOSAL

Per the RFP, we have submitted our price proposal as a separate attachment.



CONTACT

Michael Madsen, PLA, CLIA, ASLA

michael.madsen@kimley-horn.com

619.744.0164

401 B Street,
Suite 600
San Diego, CA 92101

Kimley»Horn

www.kimley-horn.com

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City of Banning
Lions Park Non-Portable Water Irrigation Conversion

		Kimley-Horn and Associates, Inc.					
	Category/Title	Sr. Professional II	Sr. Professional I	Analyst II	Analyst I	TOTAL HOURS	TOTAL COST
	Billing Rate	$350	$255	$200	$160		
Task 1	**Project Management**	**8**	**11**	**13**		**32**	**$ 8,205**
1.1	**Meetings**						
1.11	Kick-Off Meeting	2	2			4	$ 1,210
1.12	Progress Meeting (6)	4	5	3		12	$ 3,275
1.13	Additional Meetings (4)		4	5		9	$ 2,020
1.2	**Project Set-Up and Invoicing**						
1.21	Work Plan/Schedule	2				2	$ 700
1.22	Invoicing			5		5	$ 1,000
Task 2	**Project Development**	**5**	**6**	**7**		**18**	**$ 4,680**
2.1	Data Collection	1	2			3	$ 860
2.2	Site Reconnaissance	2	2	4		8	$ 2,010
2.3	Preliminary Findings	2	2	3		7	$ 1,810
Task 3	**Irrigation Design Plans**	**16**	**34**	**50**	**73**	**173**	**$ 35,950**
3.1	30% Irrigation Design Plans	6	10	25	35	76	$ 15,250
	QA/QC	2	6			8	$ 2,230
3.2	100% Irrigation Design Plans	4	10	20	30	64	$ 12,750
	QA/QC	2	5			7	$ 1,975
3.3	Comments	2	3	5	8	18	$ 3,745
Task 4	**Specifications and Estimates**		**8**	**8**	**9**	**25**	**$ 5,080**
4.1	Specifications		4	4	4	12	$ 2,460
4.2	Cost Estimates		4	4	5	13	$ 2,620
Task 5	**Bidding/Construction Support**	**9**	**9**	**16**	**18**	**52**	**$ 11,525**
5.1	Bidding support	5		6		11	$ 2,950
	Pre bid meeting	2				2	$ 700
5.2	Construction Support		2	8	6	16	$ 3,070
5.3	Site Visits	2	4	2	2	10	$ 2,440
5.4	As-Build Plans		3		10	13	$ 2,365
	TOTAL HOURS	**38**	**68**	**94**	**100**	**300**	
	Subtotal Labor:	**$13,300**	**$17,340**	**$18,800**	**$16,000**		**$ 65,440**
	Other Direct Costs						**$ 33,309**
	Labor Escalation						$ 1,309
	Subconsultant #1 (Survey & Underground Utility)						$ 32,000
	TOTAL COST:						**$ 98,749**

RESOLUTION 2023-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

WHEREAS, on January 10, 2023 City Council adopted Resolution 2023-11 authorizing the submittal of a grant application to the Department of Water Resources to obtain Proposition (Prop) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant funds; and

WHEREAS, pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 the City of Banning, on behalf of the San Gorgonio IRWM Region, submitted a Prop 1 Round 2 IRWM grant application ("Proposal"); and

WHEREAS, on May 18, 2023 the City of Banning received an award notification that the submitted Proposal was awarded the requested funds in the amount of $1,912,755.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council authorizes and directs the City Manager of the City of Banning, or designee, to prepare the necessary data, conduct investigations, file the Proposal and execute a Prop 1 Round 2 grant agreement or any amendments related thereto with the California Department of Water Resources.

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 13th day of June 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney's Office
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of June 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

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GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND CITY OF BANNING

AGREEMENT NUMBER 4600015401

PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or “DWR,” and the City of Banning, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1) PURPOSE. The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.

2) TERM OF GRANT AGREEMENT. The term of this Grant Agreement begins on May 6, 2023, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by December 31, 2025, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after March 31, 2026.

3) GRANT AMOUNT. The maximum amount payable by the State under this Grant Agreement shall not exceed $1,912,755.

4) GRANTEE COST SHARE. Not applicable to this Agreement.

5) BASIC CONDITIONS. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

   A. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2022 IRWM Grant Program Guidelines (2022 Guidelines).

   B. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice ($0 Invoices are acceptable) and all invoice backup documentation. The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e., reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, “Submission of Reports” and Exhibit A, “Work Plan”.

   C. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.

      i. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.

      ii. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:

         a) The Grantee submits to the State all applicable permits, as indicated on the Environmental Information Form to the State,

         b) All documents that satisfy the CEQA process are received by the State,

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c) The State has completed its CEQA process as a Responsible Agency, and

d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

iii. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) DISBURSEMENT OF FUNDS. The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest-bearing account and shall be used solely to pay Eligible Project Costs.

7) ELIGIBLE PROJECT COST. The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Costs incurred after the May 5, 2023, may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

A. Costs, other than those noted above, incurred prior to the award date of this Grant.

B. Costs for preparing and filing a grant application.

C. Operation and maintenance costs, including post construction performance and monitoring costs.

D. Purchase of equipment that is not an integral part of a project.

E. Establishing a reserve fund.

F. Purchase of water supply.

G. Replacement of existing funding sources (e.g., bridge loans).

H. Meals, food items, or refreshments.

I. Payment of any punitive regulatory agency requirement, federal or state taxes.

J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.

K. Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs

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that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this program.

M. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.

8) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.

C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.

ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).

iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.

iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."

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v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: P.O. Box 942836 Sacramento, CA 94236.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Standard Condition D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

9) ADVANCED PAYMENT. Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than $1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.

B. If the Grantee is requesting the advanced payment, the request(s) shall include:

i. Descriptive information of each project with an update on project status.

ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC.

iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.

iv. Any other information that DWR may deem necessary.

C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s),

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containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.

ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."

iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).

iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
   1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
   2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
   3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
   4. Proof of distribution of advanced funds to LPS(s), if applicable.

v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) REPAYMENT OF ADVANCES. The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

A. A project is not being implemented in accordance with the provisions of the Grant Agreement.

B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.

C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.

D. Failure to deposit funds in a non-interest-bearing account.

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E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.

F. Inappropriate use of funds, as deemed by DWR.

G. Repayment amounts may also include:

i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.

ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) WITHHOLDING OF DISBURSEMENTS BY THE STATE. If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) DEFAULT PROVISIONS. The Grantee shall be in default under this Grant Agreement if any of the following occur:

A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other Agreement between the Grantee and the State evidencing or securing the Grantee's obligations.

B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement.

C. Failure to operate or maintain the Project in accordance with this Grant Agreement.

D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Standard Condition D.5.

E. Failure to submit quarterly progress reports pursuant to Paragraph 5.

F. Failure to routinely invoice the State pursuant to Paragraph 8.

G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

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A. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.

B. Terminate any obligation to make future payments to the Grantee.

C. Terminate the Grant Agreement.

D. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) CONTINUING ELIGIBILITY. The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2022 Guidelines to remain eligible to receive State funds:

A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2022 Guidelines and as stated on page 24 of the 2022 IRWM Implementation Grant Proposal Solicitation Package.

B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2022 Guidelines.

C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.

D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2022 Guidelines.

E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

G. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

14) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to

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submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). I f requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. Quarterly Progress Reports: The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice ($0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e., invoices due May 30, August 29, November 29, and March 1).

B. Accountability Report: The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."

C. Project Completion Report: The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. Grant Completion Report: Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. Post-Performance Reports: The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

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16) MONITORING PLAN REQUIREMENTS. A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit L, "Project Monitoring Plan Guidance."

17) STATEWIDE MONITORING REQUIREMENTS. The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.

18) NOTIFICATION OF STATE. The Grantee shall promptly notify the State, in writing, of the following items:

A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.

B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.

C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.

D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.

E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.

19) NOTICES. Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:

A. By delivery in person.

B. By certified U.S. mail, return receipt requested, postage prepaid.

C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices

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shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) PERFORMANCE EVALUATION. Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources	City of Banning
Arthur Hinojosa Manager, Division of Regional Assistance P.O. Box 942836 Sacramento, CA 94236 Phone: (916) 902-6713 Email: Arthur.Hinojosa@water.ca.gov	Doug Schulze City Manager 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-4860 Email: DSchulze@banningca.gov

Direct all inquiries to the Project Manager:

Department of Water Resources	City of Banning
Pakiza Chatha Engineer, Water Resources 707 Fairmont Avenue, Suite 200 Glendale, CA 91203 Phone: (818) 621-7257 Email: Pakiza.Chatha@water.ca.gov	Arturo Vela Director of Public Works 99 E. Ramsey Street Banning, CA 92220 Phone: (951) 922-3130 Email: Avela@banningca.gov

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements and Cost Share Guidelines for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Appraisal Specifications

Exhibit K – Information Needed for Escrow Processing and Closure

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Exhibit L – Project Monitoring Plan Guidance

Exhibit M – Invoice Guidance for Administrative and Overhead Charges

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA
DEPARTMENT OF WATER RESOURCES

Arthur Hinojosa
Manager, Division of Regional Assistance

Date 10/31/2023

CITY OF BANNING

Doug Schulze
City Manager

Date 10/31/2023

Approved as to Legal Form and Sufficiency

James Herink For

Robin Brewer
Assistant General Counsel,
Office of the General Counsel

Date 10/31/2023

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EXHIBIT A

WORK PLAN

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

Grant Administration

IMPLEMENTING AGENCY: City of Banning (Grantee)

PROJECT DESCRIPTION: The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. This Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

Budget Category (a): Project Administration

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

Deliverables:

- Quarterly Invoices and associated backup documentation

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

Deliverables:

- Quarterly Progress Reports
- Grant Completion Report

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PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

IMPLEMENTING AGENCY: High Valleys Water District

PROJECT DESCRIPTION: The project will replace and upsize approximately 4,800 linear feet of failing water main and install approximately 10 new fire hydrants within the rural community of Twin Pines, California. The project will provide a reliable water supply of 3.8 acre-feet per year (AFY) and will improve flows to meet fire code, bringing the 12 households in this community within a preferred threshold for fire protection.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

Pipeline will be installed within the roadway right-of-way. The contractor will secure an encroachment permit from Riverside County for construction within the right-of-way. Both laterals will be constructed within existing easements.

Deliverables:

- Documentation supporting property value (if purchased)
- All relevant documentation regarding property ownership transfer or acquisition of easement including final recorded deed, title report, etc. (if required)

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Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Project Feasibility Studies were completed in 2020 as part of the project development process. The Feasibility Studies include: an investigation for CEQA compliance, identification of the most cost-effective alignment for the proposed pipe, recommended pipe material, hydraulic calculations, compliance with county fire requirements and cost estimates for design and construction.

Deliverables:

- Relevant Feasibility Studies

Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: (1) A Stormwater Pollution Prevention Plan permit and (2) an encroachment permit from the County of Riverside.

Deliverables:

- Permits as required

Task 7: Design

Preliminary and final design for the pipeline and fire hydrants will be completed. Final plans and specifications will be provided.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

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Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site as needed for the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., field office, construction barriers) and clearing site for construction as needed; construction of approximately 4,700-4,800 feet of 8-inch water main and associated appurtenances to serve 12 existing homes, and up to 10 fire hydrant assemblies along the new upsized water main; and site cleanup and site restoration (e.g., post-construction restoration of the roadway), and removal of all temporary facilities. The existing pipeline will remain in place.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

IMPLEMENTING AGENCY: Cabazon Water District

PROJECT DESCRIPTION: The project will replace and upsize approximately 900 linear feet of a failing water line in Cabazon, California. The project will conserve approximately 0.3 AFY and will improve flows to meet fire code, bringing the 27 service connections within the preferred threshold for fire protection.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR via the Grantee.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable; the project is consistent with previous projects completed by Cabazon Water District and is necessary to address a system deficiency.

Deliverables: N/A

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

The following permits are anticipated to be acquired for this project: an encroachment permit from Riverside County to perform work within the Riverside County right-of-way. The encroachment permit will be secured prior to construction but cannot be secured until the contractor is selected.

Deliverables:

- Permits as required

Task 7: Design

Preliminary and final design for the pipeline will be completed. All designs will comply with applicable construction and health and safety standards. Final plans and specifications will be provided.

Deliverables:

- 100% Design Plans and Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., construction barriers), clearing site for construction as needed, and identification of existing underground utilities to avoid as necessary; Excavate trench to remove existing 4” steel pipe. Construct approximately 900 feet of 8-inch PVC water main and connect to the existing system. Connect the water main to existing meters and hydrants, and complete backfill and compaction of trench; site cleanup and site restoration (e.g., trench backfilling, post-construction restoration of the roadway), and removal of all temporary facilities and equipment.

Deliverables:

- Photographic Documentation of Progress

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PROJECT 3: Lions Park Recycled Water Conversion Project

IMPLEMENTING AGENCY: City of Banning

PROJECT DESCRIPTION: The project will convert the irrigation system at Lions Park from potable to recycled water. The work also includes installation of recycled water identification valve boxes, lids, and tags; installation of recycled water signs; sprinkler head retrofits to water efficient, color-coded purple heads; and installation of a smart irrigation controller and backflow preventer. The project will conserve approximately 36.75 AFY of potable water and an additional 7.35 AFY through installation of a smart irrigation controller that will reduce overall water demands at the 8.86-acre park for a total water savings of approximately 44.1 AFY.

Budget Category (a): Project Administration

Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents. Prepare invoices including relevant supporting documentation for submittal to DWR. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

Deliverables:

- Invoices and associated backup documentation

Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

Deliverables:

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

Budget Category (b): Land Purchase/Easement

Task 3: Land Purchase

No land purchase or easement acquisition is required for this project.

Deliverables: N/A

Budget Category (c): Planning/Design/Engineering/Environmental Documentation

Task 4: Feasibility Studies

Not applicable.

Deliverables: N/A

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Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

Deliverables:

- All completed CEQA documents as required
- Legal Challenges Letter

Task 6: Permitting

No permits are required.

Deliverables: N/A

Task 7: Design

The Grantee will develop and finalize improvement plans and specifications that meet the goals of the project in a cost-effective manner. All designs will comply with applicable construction and health and safety standards. Final plans and technical specifications will be provided.

Deliverables:

- Final Plans and Technical Specifications

Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

Deliverables:

- Project Monitoring Plan

Budget Category (d): Construction/Implementation

Task 9: Contract Services

This task must comply with the Standard Condition D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

Deliverables:

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

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Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. An engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

Deliverables:

- DWR Certificate of Project Completion
- Record Drawings

Task 11: Construction

Construction activities include mobilization of equipment and transport to the site; setting up temporary facilities (e.g., field office, construction barriers) and clearing site for construction as needed; Installing recycled water identification valve boxes, lids, and tags, and recycled water signs, Installing water efficient (anti-mist), color-coded sprinkler heads for recycled water, installing a smart irrigation controller and backflow prevention devise, and installing a new 4 inch recycled water meter for the park and connect the existing irrigation system to the new meter; and site cleanup and site restoration (e.g., post-construction restoration of the park), and removal of all temporary facilities and equipment. All construction work will be done as per the final design and specifications.

Deliverables:

- Photographic Documentation of Progress

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EXHIBIT B

BUDGET

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

AGREEMENT BUDGET SUMMARY

	PROJECTS	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Cost Share Required %
	Grant Administration	$114,462	$0	$0	$114,462	N/A
1	Project 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades	$964,324	$0	$20,000	$984,324	0%
2	Project 2: Esperanza Street Waterline Improvements, Phase 1	$343,700	$0	$16,000	$359,700	0%
3	Project 3: Lions Park Recycled Water Conversion Project	$490,269	$0	$8,987	$499,256	0%
	GRAND TOTAL	**$1,912,755**	**$0**	**$44,987**	**$1,957,742**	

Grant Administration

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost
(a)	Project Administration	$114,462	$0	$0	**$114,462**
	TOTAL COSTS	**$114,462**	**$0**	**$0**	**$114,462**

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PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

Implementing Agency: High Valleys Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$3,324	$0	$20,000	$23,324
(b)	Land Purchase / Easement	$2,000	$0	$0	$2,000
(c)	Planning / Design / Engineering / Environmental Documentation	$72,000	$0	$0	$72,000
(d)	Construction / Implementation	$887,000	$0	$0	$887,000
	TOTAL COSTS	**$964,324**	**$0**	**$20,000**	**$984,324**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): High Valleys Water District General Fund, provided as in-kind labor by District staff.

PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

Implementing Agency: Cabazon Water District

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$8,000	$0	$8,000	$16,000
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$41,000	$0	$2,000	$43,000
(d)	Construction / Implementation	$294,700	$0	$6,000	$300,700
	TOTAL COSTS	**$343,700**	**$0**	**$16,000**	**$359,700**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): Cabazon Water District General Fund, provided as in-kind labor by District staff.

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PROJECT 3: Lions Park Recycled Water Conversion Project

Implementing Agency: City of Banning

	BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
(a)	Project Administration	$35,065	$0	$8,987	$44,052
(b)	Land Purchase / Easement	$0	$0	$0	$0
(c)	Planning / Design / Engineering / Environmental Documentation	$42,100	$0	$0	$42,100
(d)	Construction / Implementation	$413,104	$0	$0	$413,104
	TOTAL COSTS	**$490,269**	**$0**	**$8,987**	**$499,256**

NOTES:

*The project received a 100% cost share waiver.

**Other Cost Share fund source(s): City of Banning Water Operations Fund.

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EXHIBIT C

SCHEDULE

PROPOSITION 1 ROUND 2 SAN GORGONIO IRWM IMPLEMENTATION GRANT

Grant Administration

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	12/31/2025

PROJECT 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	09/30/2025
b	Land Purchase / Easement	11/01/2023	03/31/2024
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	03/31/2024
d	Construction / Implementation	11/02/2023	06/30/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and securing of the encroachment permit (Task 6), while beginning the Construction contracting processes (Task 9).

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PROJECT 2: Esperanza Street Waterline Improvements, Phase 1

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	05/01/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	12/01/2023
d	Construction / Implementation	08/02/2023	02/01/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and completion of the Notice of Exemption (Task 5), while beginning the Construction contracting processes (Task 9).

PROJECT 3: Lions Park Recycled Water Conversion Project

	BUDGET CATEGORY	Start Date	End Date
a	Project Administration	05/01/2023	09/30/2025
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	05/01/2023	02/28/2024
d	Construction / Implementation	01/01/2024	06/30/2025

Budget Category (c) overlaps with Budget Category (d) to accommodate finalization of the Project Monitoring Plan (Task 8) and to begin the Construction contracting processes (Task 9).

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EXHIBIT D

STANDARD CONDITIONS

D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:

A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.

B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.

C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant Agreement, whichever comes first.

D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. AMENDMENT: This Grant Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. AMERICANS WITH DISABILITIES ACT: By signing this Grant Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

D.5. AUDITS: State reserves the right to conduct an audit at any time between the execution of this Grant Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

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Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant Agreement with respect of all matters connected with this Grant Agreement, including but not limited to, the cost of administering this Grant Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. Code, § 79708, subd. (b)

D.6. BUDGET CONTINGENCY: If the Budget Act of the current year covered under this Grant Agreement does not appropriate sufficient funds for this program, this Grant Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement. Nothing in this Grant Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant Agreement with no liability occurring to State, or offer a Grant Agreement amendment to Grantee to reflect the reduced amount.

D.7. CALIFORNIA CONSERVATION CORPS: Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. CEQA: Activities funded under this Grant Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. CHILD SUPPORT COMPLIANCE ACT: The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

D.10. CLAIMS DISPUTE: Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

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D.11. COMPETITIVE BIDDING AND PROCUREMENTS: Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting.

D.12. COMPUTER SOFTWARE: Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
D. Employees and Consultants to the Grantee: Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Grant Agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than $5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Grant Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under

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the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
   i. The dangers of drug abuse in the workplace,
   ii. Grantee's policy of maintaining a drug-free workplace,
   iii. Any available counseling, rehabilitation, and employee assistance programs, and
   iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant Agreement:
   i. Will receive a copy of Grantee's drug-free policy statement, and
   ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property using State funds provided through this Grant Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.
Failure to provide an easement or other title restriction acceptable to the State may result in termination of this Agreement.

D.18. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant Agreement.

D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:

A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
C. Comply with all applicable California, federal, and local laws and regulations.
D. Implement the Project in accordance with applicable provisions of the law.
E. Fulfill its obligations under the Grant Agreement and be responsible for the performance of the Project.
F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.

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G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. GOVERNING LAW: This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. INCOME RESTRICTIONS: The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. INDEPENDENT CAPACITY: Grantee, and the agents and employees of Grantees, in the performance of the Grant Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant Agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant Agreement with State.

D.26. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: http://www.dir.ca.gov/ lcp.asp. For more information, please refer to DIR's *Public Works Manual* at: https://www.dir.ca.gov/ dlse/PWManualCombined.pdf. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers'

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compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. NONDISCRIMINATION: During the performance of this Grant Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant Agreement.

D.29. OPINIONS AND DETERMINATIONS: Where the terms of this Grant Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. PRIORITY HIRING CONSIDERATIONS: If this Grant Agreement includes services in excess of $200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee meet its obligations under this

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Grant Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.33. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Grant Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. RETENTION: The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. SEVERABILITY: Should any portion of this Grant Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant Agreement shall continue as modified.

D.39. SUSPENSION OF PAYMENTS: This Grant Agreement may be subject to suspension of payments or termination, or both if the State determines that:

A. Grantee, its contractors, or subcontractors have made a false certification, or
B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant Agreement.

D.40. SUCCESSORS AND ASSIGNS: This Grant Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.41. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

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D.42. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. TIMELINESS: Time is of the essence in this Grant Agreement.

D.46. TRAVEL – DAC, EDA, TRIBES PROJECT: Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. UNION ORGANIZING: Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant Agreement. Furthermore, Grantee, by signing this Grant Agreement, hereby certifies that:

A. No State funds disbursed by this Grant Agreement will be used to assist, promote, or deter union organizing.
B. Grantee shall account for State funds disbursed for a specific expenditure by this Grant Agreement to show those funds were allocated to that expenditure.
C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.

D.48. VENUE: The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. WAIVER OF RIGHTS: None of the provisions of this Grant Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

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EXHIBIT E

AUTHORIZING RESOLUTION

RESOLUTION 2023-113

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DESIGNATING AN AUTHORIZED REPRESENTATIVE TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR A PROPOSITION 1 ROUND 2 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

WHEREAS, on January 10, 2023 City Council adopted Resolution 2023-11 authorizing the submittal of a grant application to the Department of Water Resources to obtain Proposition (Prop) 1 Round 2 Integrated Regional Water Management (IRWM) Implementation Grant funds; and

WHEREAS, pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 the City of Banning, on behalf of the San Gorgonio IRWM Region, submitted a Prop 1 Round 2 IRWM grant application ("Proposal"); and

WHEREAS, on May 18, 2023 the City of Banning received an award notification that the submitted Proposal was awarded the requested funds in the amount of $1,912,755.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council authorizes and directs the City Manager of the City of Banning, or designee, to prepare the necessary data, conduct investigations, file the Proposal and execute a Prop 1 Round 2 grant agreement or any amendments related thereto with the California Department of Water Resources.

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 13th day of June 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

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APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney's Office
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-113, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of June 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

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EXHIBIT F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Budget projections for grant share for the next two quarters
- Any schedule or budget modifications approved by DWR during the reporting period.

PROJECT COMPLETION REPORT

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

Executive Summary

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

Reports and/or Products

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

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Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

Additional Information: Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2022 Proposition 1 IRWM Implementation Grant)
  - Report number

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- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2024 through December 2024)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

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EXHIBIT G

REQUIREMENTS FOR DATA SUBMITTAL

Surface and Groundwater Quality Data:

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: http://www.ceden.org.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: https://www.waterboards.ca.gov/water_issues/programs/gama/. If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml.

Groundwater Level Data

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: http://www.water.ca.gov/waterdatalibrary/.

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EXHIBIT H

STATE AUDIT DOCUMENT REQUIREMENTS AND COST SHARE GUIDELINES FOR THE GRANTEE

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

State Audit Document Requirements

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
   a) Receipts and deposits
   b) Disbursements
   c) State reimbursement requests
   d) Expenditure tracking of State funds
   e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

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Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

Cost Share Guidelines

Cost Share consists of non-State funds, including in-kind services. In-kind services are defined as work performed (i.e., dollar value of non-cash contributions) by the Grantee (and potentially other parties) directly related to the execution of the funded project. Examples include volunteer services, equipment use, and use of facilities. The cost if in-kind service can be counted as cost share in-lieu of actual funds (or revenue) provided by the Grantee. Other cost share and in-kind service eligibility conditions may apply. Provided below is guidance for documenting cost share with and without in-kind services.

1. Although tracked separately, in-kind services shall be documented and, to the extent feasible, supported by the same methods used by the Grantee for its own employees. Such documentation should include the following:
    a. Detailed description of the contributed item(s) or service(s)
    b. Purpose for which the contribution was made (tied to project work plan)
    c. Name of contributing organization and date of contribution
    d. Real or approximate value of contribution. Who valued the contribution and how was the value determined? (e.g., actual, appraisal, fair market, etc.). Justification of rate. (See item #2, below)
    e. Person's name and the function of the contributing person
    f. Number of hours contributed
    g. If multiple sources exist, these should be summarized on a table with summed charges
    h. Source of contribution if it was provided by, obtained with, or supported by government funds
2. Rates for volunteer or in-kind services shall be consistent with those paid for similar work in the Grantee's organization. For example, volunteer service of clearing vegetation performed by an attorney shall be valued at fair market value for this service, not the rate for professional legal services. In those instances, in which the required skills are not found in the recipient organization, rates shall be consistent with those paid for similar work in the labor market. Paid fringe benefits that are reasonable, allowable, and allocable may be included in the valuation.
3. Cost share contribution (including in-kind services) shall be for costs and services directly attributed to activities included in the Grant Agreement. These services, furnished by professional and technical personnel, consultants, and other skilled labor may be counted as in-kind if the activities are an integral and necessary part of the project funded by the Grant Agreement.
4. Cash contributions made to a project shall be documented as revenue and in-kind services as expenditures. These costs should be tracked separately in the Grantee's accounting system.

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EXHIBIT I

LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

Local Project Sponsor Agency Designation

Sponsored Project: Project 1: Twin Pines Water Supply Reliability and Fire Protection Upgrades

Sponsor Agency: High Valleys Water District

Agency Address: 47781 Twin Pines Road, Banning, CA 92220

Project Location: Banning, California (33.86722, -116.822778 to 33.866667, -116.814167)

High Valleys Water District Pipeline Upgrade



1" = 1522 ft	Prop 1 Round 2 IRWM	08/02/2023	

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.

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Local Project Sponsor Agency Designation

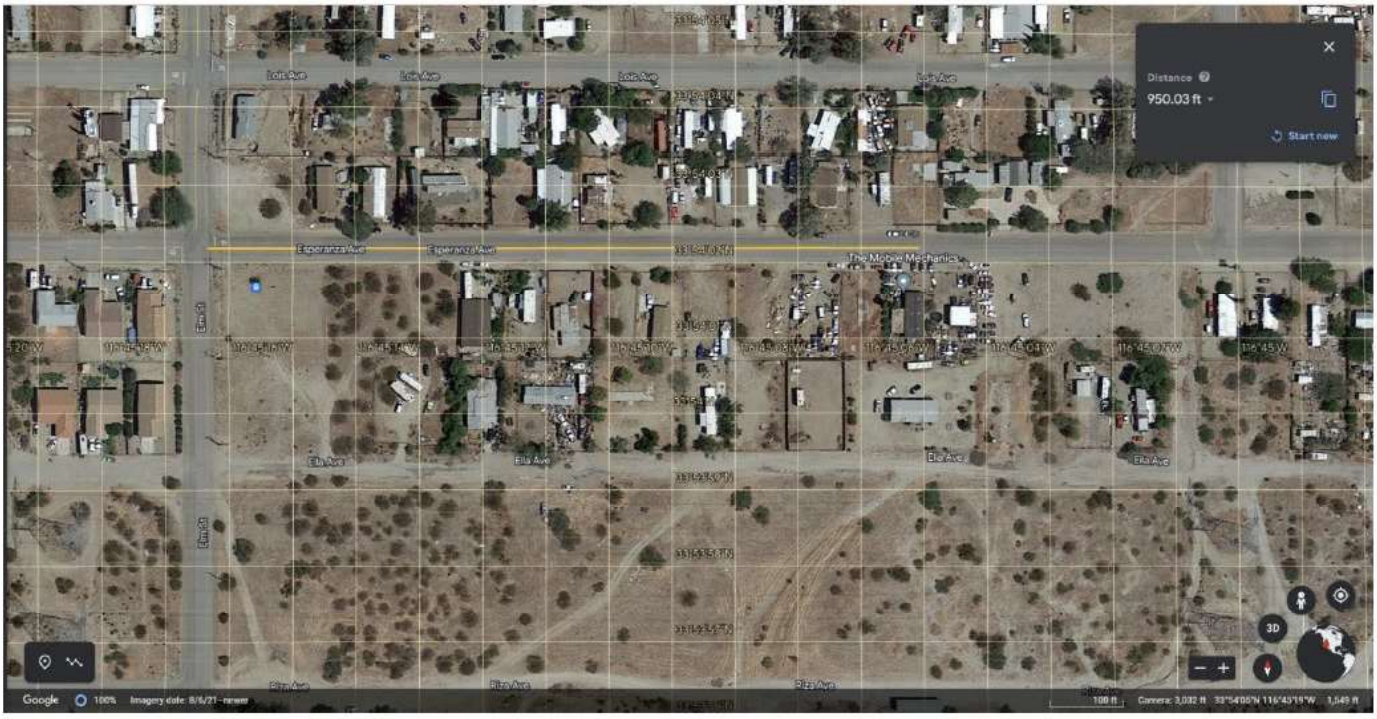
Sponsored Project: Project 2: Esperanza Street Waterline Improvements, Phase 1

Sponsor Agency: Cabazon Water District

Agency Address: 14618 Broadway Street, Cabazon, CA 92230

Project Location: Cabazon, California (33.90055556, 116.75444444)

Esperanza Street Waterline Improvements, Phase 1



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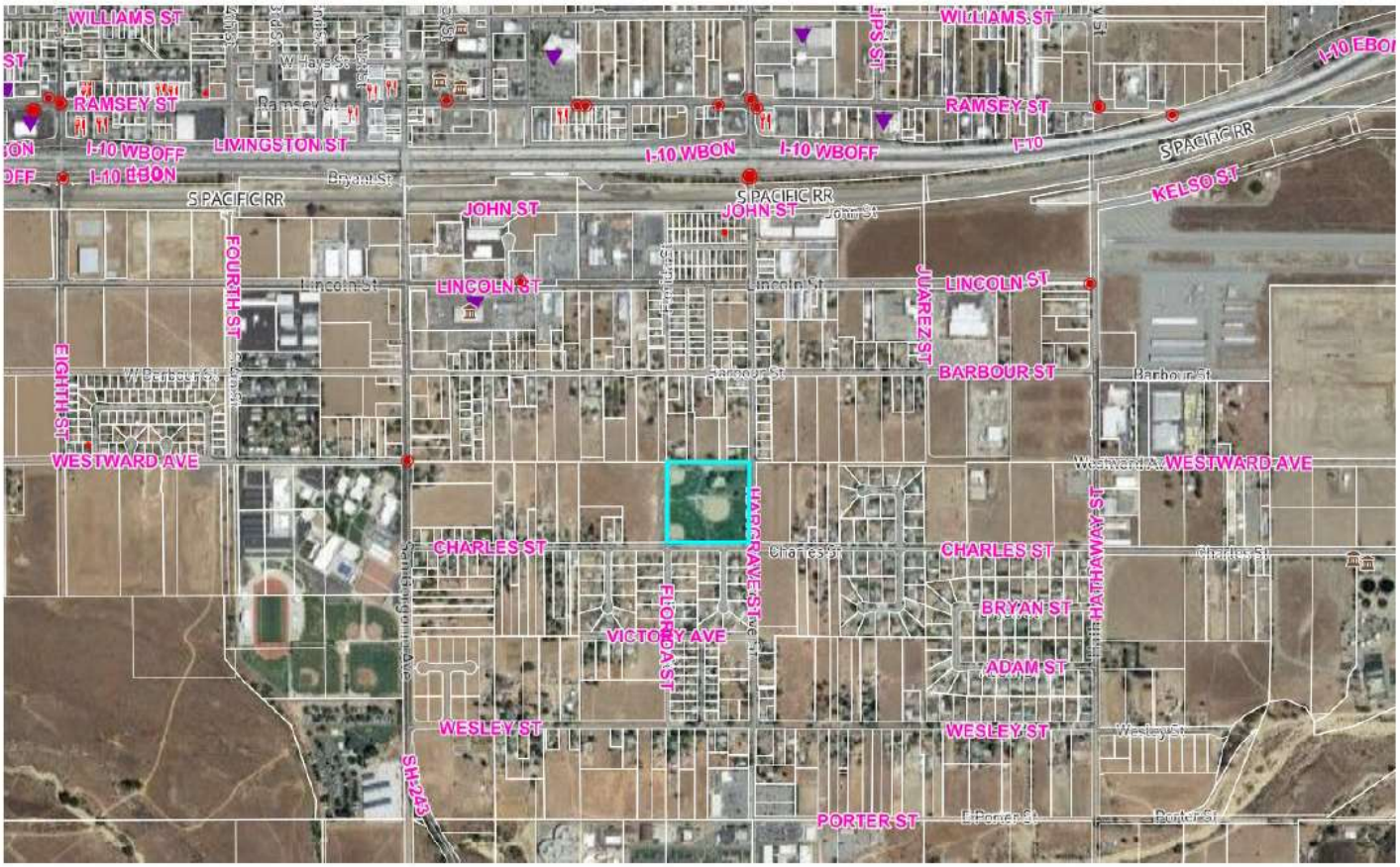
Sponsored Project: Project 3: Lions Park Recycled Water Conversion Project

Sponsor Agency: City of Banning

Agency Address: 99 E. Ramsey Street, Banning, CA 92220

Project Location: Banning, California (33.917222, -116.868611)

Lions Park, Banning Ca



1" = 1233 ft	Prop 1 Round 2	07/31/2023	

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.

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EXHIBIT J

APPRAISAL SPECIFICATIONS

For implementation projects that include Land Acquisition Only:

For property acquisitions funded by this Grant Agreement, the Grantee shall submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. This information should be submitted at least 90 days prior to a reimbursement request to account for review time. All appraisal reports, regardless of report format, shall include all applicable Appraisal Specifications below. Appraisals for a total compensation of $150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than $150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be a narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by California Code of Civil Procedure, § 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three (3) year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the State If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.

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15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data shall include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.

17. Subject property leasing and operating cost history, including all items of income and expense.

18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.

19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.

20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel shall be addressed in the valuation.

21. Opinion of highest and best use for the subject property, based on an in-depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.

22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.

23. Map(s) showing all comparable properties in relation to the subject property.

24. Photographs and plat maps of comparable properties.

25. In-depth discussion of comparable properties, similarities and differences compared to the subject property, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties shall include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.

26. Comparable data sheets.

    a. For sales, include information on grantor/Grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

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b. For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.

c. For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements shall be segregated from the land value.

27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.

29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber shall be completed by a credentialed subject matter specialist.

30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.

31. Implied dedication statement.

32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.

33. Discussion of any departures taken in the development of the appraisal.

34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.

35. If applicable, in addition to the above, appraisals of telecommunication sites shall also provide:

a. A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.

b. An analysis of other leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

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EXHIBIT K

INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

For implementation projects that include Land Acquisition Only:

The Grantee shall provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents shall be submitted within the term of this Grant Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (i.e., Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

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EXHIBIT L

PROJECT MONITORING PLAN GUIDANCE

Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at…, at stream mile…)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?

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EXHIBIT M

INVOICE GUIDANCE FOR ADMINISTRATIVE AND OVERHEAD CHARGES

The funds provided pursuant to this Agreement may only be used for costs that are directly related to the funded Project. The following provides a list of typical requirements for invoicing, specifically providing guidance on the appropriate methods for invoicing administrative and direct overhead charges.

Administration Charges

Indirect and General Overhead (i.e., indirect overhead) charges are not an allowable expense for reimbursement. However, administrative expenses that are apportioned directly to the project are eligible for reimbursement. Cost such as rent, office supplies, fringe benefits, etc. can be "Direct Costs" and are eligible expenses as long as:

- There is a consistent, articulated method for how the costs are allocated that is submitted and approved by the Grant Manager. The allocation method must be fully documented for auditors.
- A "fully-burdened labor rate" can be used to capture allowable administrative costs.
- The administrative/overhead costs can never include:
    - Non-project specific personnel and accounting services performed within the Grantee or an LPS' organization
    - Markup
    - Tuition
    - Conference fees
    - Building and equipment depreciation or use allowances
- Using a general overhead percentage is never allowed

Labor Rates

The Grantee must provide DWR with supporting documentation for personnel hours (see personnel billing rates letter in example invoice packet). The personnel rate letter should be submitted to the DWR Grant Manager prior to submittal of the first invoice. The supporting documentation must include, at a minimum, employee classifications that will reimbursed by grant funds and the corresponding hourly rate range. These rates should be "burdened"; the burdened rate must be consistent with the Grantee's/Local Project Sponsors standardized allocation methodology. The supporting documentation should also provide an explanation of what costs make up the burdened rate and how those costs were determined. This information will be used to compare against personnel hours summary table invoice back up documentation. Periodic updates may be needed during the life of the grant which would be handled through a revised billing rate letter.

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Certificate Of Completion

Envelope Id: 75B7F2A0D9F34102A11BC17C93EF9220
Status: Completed
Subject: Complete with DocuSign: 4600015401 Agreement.pdf
FormID:
Optional 1:
Source Envelope:
Document Pages: 53
Signatures: 3
Envelope Originator:
Certificate Pages: 6
Initials: 0
Graber, Lana
AutoNav: Enabled
715 P Street
EnvelopeId Stamping: Enabled
Sacramento, CA 95814
Time Zone: (UTC-08:00) Pacific Time (US & Canada)
Lana.Graber@water.ca.gov
IP Address: 136.200.53.18

Record Tracking

Status: Original
2023/10/23 | 15:11
Holder: Graber, Lana
Lana.Graber@water.ca.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal
Storage Appliance Status: Connected
Pool: Department of Water Resources
Location: DocuSign

Signer Events	Signature	Timestamp
Muzaffar Eusuff Muzaffar.Eusuff@water.ca.gov Supervising Engineer Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 136.200.53.19	Sent: 2023/10/23 | 15:46 Viewed: 2023/10/23 | 15:47 Signed: 2023/10/23 | 15:49
Doug Schulze DSchulze@banningca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2023/10/31 | 08:07 ID: 884b4f24-0fca-4e20-a1a3-9ed2fb6ea927	 Signature Adoption: Uploaded Signature Image Using IP Address: 47.180.127.242	Sent: 2023/10/23 | 15:49 Viewed: 2023/10/31 | 08:07 Signed: 2023/10/31 | 08:07
James Herink James.Herink@water.ca.gov Attorney IV Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 73.2.6.220	Sent: 2023/10/31 | 08:07 Viewed: 2023/10/31 | 08:37 Signed: 2023/10/31 | 08:37
Arthur Hinojosa Arthur.Hinojosa@water.ca.gov Manager, Division of Regional Assistance Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:**	 Signature Adoption: Drawn on Device Using IP Address: 12.40.109.47	Sent: 2023/10/31 | 08:37 Viewed: 2023/10/31 | 08:54 Signed: 2023/10/31 | 08:55

Signer Events	Signature	Timestamp
Accepted: 2019/02/13 | 12:04 ID: 06486c94-6b1f-485f-a887-d0624ad04d23		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Desiree Ramirez Desiree.Ramirez@water.ca.gov senior Environmental Scientist Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	VIEWED Using IP Address: 136.200.53.16	Sent: 2023/10/23 | 15:18 Viewed: 2023/10/23 | 15:46

Carbon Copy Events	Status	Timestamp
Arturo Vela avela@banningca.gov Director of Public Works Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2023/10/16 | 14:18 ID: cb9fc1e0-8cd5-4454-adb9-3cf371a0890c	COPIED	Sent: 2023/10/23 | 15:49 Viewed: 2023/10/23 | 16:04
Joelin Nordine joelin.nordine@water.ca.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2023/10/31 | 08:55
Pakiza Chatha Pakiza.Chatha@water.ca.gov Engineer, Water Resources Department of Water Resources Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 2023/10/31 | 08:55

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2023/10/23 | 15:18
Certified Delivered	Security Checked	2023/10/31 | 08:54
Signing Complete	Security Checked	2023/10/31 | 08:55
Completed	Security Checked	2023/10/31 | 08:55

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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How to contact Department of Water Resources:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by phone call: (916) 653-5791
To contact us by paper mail, please send correspondence to:
Department of Water Resources
P.O. Box 942836
Sacramento, CA 95236-0001

To advise Department of Water Resources of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at don.davis@water.ca.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-34, Authorizing the Submittal of a Water Recycling Funding Program Planning Grant Application for a Request of Approximately $300,000 and Authorizing the City Manager or Designee to Sign and Submit All Required Documents Related to the Planning Grant Application**

RECOMMENDATION:

Staff recommends that City Council adopt Resolution 2024-34:

1. Authorizing the City Manager or designee to sign and submit a Water Recycling Funding Program Planning grant application for a request of approximately $300,000 for the development of a recycled water feasibility study.
2. Authorizing the City Manager or designee to execute and submit all related documents including a financial assistance agreement, assurances, certifications and commitments.

BACKGROUND:

On December 13, 2022, the City Council approved Resolution 2022-14UA, "Awarding a Professional Services Agreement to N2W Engineering to Provide Owner Advisor Services and Preliminary Engineering for the Wastewater Treatment Plant Improvement Project in a "Not-to-Exceed" amount of $1,576,430. Resolution 2022-14UA, attached hereto, provides background on the City's goal of improving the City's Wastewater Treatment Plant (WWTP) by increasing treatment capacity and improving the WWTP treatment process for the purpose of developing a recycled water source.

The Water Recycling Funding Program (WRFP) is administered by the Division of Financial Assistance. It supports the State Water Resources Control Board's (SWRCB) Water Recycling Policy and provides funding for water recycling projects that offset or augment state or local fresh water supplies and water recycling research.

The purpose of the WRFP Planning grant program is to encourage Local Public Agencies to investigate the feasibility of recycling wastewater and assist them with completing planning for water recycling projects by supplementing local funds.

On April 25, 2023 City Council approved Resolution 2023-71, "The Submittal of a Water Recycling Funding Program Grant Application for a Request of $150,000 and Authorizing the City Manager or Designee to Sign and Submit all Required Documents Related to the Planning Grant Application".

At the time of the grant application submittal staff expected that, if awarded funds, the grant funding would require a fifty percent (50%) match. Recent discussions with the SWRCB staff have indicated that due to the City's Disadvantage Community (DAC) designation the City could be eligible to receive

approximately $300,000 with no match obligation.

JUSTIFICATION:

In order to be eligible to receive funding in the amount of approximately $300,000, the City must submit a revised resolution authorizing the City Manager, or designee, to sign and file a Financial Assistance Application for a grant agreement from the California SWRCB's WRFP for the Recycled Water Feasibility Study in the amount of approximately $300,000, for and on behalf of the City.

FISCAL IMPACT:

Through January 31, 2024, the City has been billed $334,259.18 by N2W Engineering for efforts related to the preparation and completion of the Recycled Water Feasibility Study. If awarded funds, approximately $300,000 in grant funding could be made available as a reimbursement to the City for the development of the Recycled Water Feasibility Study.

ALTERNATIVES:

Do not adopt Resolution 2024-34, which would result in not being eligible to receive additional funding from the WRFP.

ATTACHMENTS:

1. Resolution 2024-34, Water Planning Grant Submittal.docx
2. SR Resolution 2022-14 UA, Award Owner Advisor WWTP.pdf
3. Reso 2023-71 Water Recycling Funding Program.pdf

RESOLUTION 2024-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A WATER RECYCLING FUNDING PROGRAM GRANT APPLICATION FOR AN AMOUNT OF APPROXIMATLEY $300,000 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND SUBMIT ALL REQUIRED DOCUMENTS RELATED TO THE PLANNING GRANT APPLICATION

WHEREAS, the City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage; and

WHEREAS, the City desires to improve the WWTP in order to treat its wastewater and produce recycled water; and

WHEREAS, on December 13, 2022, City Council approved Resolution 2022-15UA, awarding a professional services agreement to N2W Engineering to provide Owner Advisor services for the Wastewater Treatment Plant Improvement project. N2W has been tasked with developing a feasibility study consistent with the requirements of Title XVI Water Reclamation and Reuse Program; and

WHEREAS, the Water Recycling Funding Program (WRFP) is administered by the Division of Financial Assistance. It supports the State Water Resources Control Board's Water Recycling Policy and provides funding for water recycling projects that offset or augment state or local fresh water supplies and water recycling research; and

WHEREAS, the WRFP can provide funding to the City to develop a recycled water feasibility study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Manager, or his designee, is authorized sign and file a Financial Assistance Application for grant agreement from the California State Water Resources Control Board's Water Recycling Funding Program for the Recycled Water Feasibility Study for an amount of approximately $300,000, for and on behalf of the City.

SECTION 2. The City Manager, or his designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement with the State Water Resources Control Board, and any amendments or changes thereto.

SECTION 3. The City Manager, or his designee, is designated to represent the City in carrying out the City's responsibilities under the grant agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

SECTION 4. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Financial Assistance Application for grant agreement from the California State Water Resources Control Board's Water Recycling Funding Program.

SECTION 4**.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED this 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-34, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **December 13, 2022**

SUBJECT: **Consideration of Resolution 2022-14UA, Awarding a Professional Services Agreement to N2W Engineering to Provide Owner Advisor Services and Preliminary Engineering for the Wastewater Treatment Plant Improvement Project in a Not-to-Exceed Amount of $1,576,430**

RECOMMENDATION:

Staff recommend that the City Council adopt Resolution 2022-14UA:

1. Awarding a Professional Services Agreement to N2W Engineering to provide Owner Advisor services for the Wastewater Treatment Plant Improvement project in the "not-to-exceed" amount of $1,576,430.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with N2W Engineering for Owner Advisor services.
3. Authorizing the City Manager or his designee to execute the Professional Services Agreement with N2W Engineering of Irvine, California in the "not to exceed" amount of $1,576,430.

BACKGROUND:

Wastewater Treatment Plant

The City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage. The WWTP dates back to 1925 and began to see significant additions beginning in 1950's and the last major renovation occurring in the early 2000's. Currently, the WWTP treatment process consists of preliminary, primary, secondary, disinfection (currently not in use), and sludge disposal.

The WWTP has a design treatment capacity of 3.6 million gallons per day (MGD) and typical average daily discharges range from 2.0 MGD to 2.1 MGD into 10 unlined evaporation/percolation ponds. The treated effluent then percolates into the groundwater of the San Gorgonio Hydraulic Unit. Groundwater from this basin is used for municipal and industrial applications.

In 2007, the City contracted Parsons to evaluate treatment technologies for a 1.5 MGD water reclamation facility (WRF) for the production of recycled water. Treatment alternatives investigated included oxidation ditch (OD), conventional activated sludge (CAS), and membrane bioreactor (MBR). The purpose of the evaluation was to determine the best option to comply with future Title 22 requirements for the beneficial reuse of recycled water. Parsons determined an MBR system was the best treatment option and completed a 90% design package of the WRF. Unfortunately, the project never reached 100% design and was terminated for various reasons.

2016 Regional Water Quality Control Board Order

On June 30, 2016, the California Regional Water Quality Control Board, Colorado River Basin Region (RWQCB) adopted Board Order R7-2016-0015 (Board Order), which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the City's WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solids (TDS).

According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen (TN) is 10 mg/L. Currently, the average TN concentration in the WWTP's effluent is 29 mg-N/L, well above the future TN limit of 10 mg-N/L specified in the Board Order.

As a result, the Board Order required the City to conduct a nitrogen removal analysis and to summarize the findings in a technical report that includes a tentative work plan and time schedule for the installation and implementation of nitrogen removal treatment alternatives. The final technical report (Nitrogen Removal Feasibility Study), attached hereto, was completed and submitted to the RWQCB by the due date of June 30, 2020.

The City has had plans for the development of a Title 22 compliant recycled water source dating back to the early 2000's and for this reason, the scope of the Nitrogen Removal Feasibility Study was expanded beyond complying with TN limits and included discharge requirements related to the use of recycled water.

Additionally, the Board Order requires that the City submit a plan for capacity improvements to the RWQCB once the WWTP reaches 80% of its design capacity, or 2.88 MGD.

2018 Integrated Master Plan

In 2016 the Public Works Department set out to develop new master plans for the City's water, wastewater and future recycled water systems, which were previously updated in 2006. The final document resulted in a combined plan titled the Integrated Master Plan (IMP). The objective of the IMP was to develop capital improvement plans that would guide the City in the planning and development of water, wastewater and recycled water system facilities to meet system performance for existing customers as well as to support anticipated demands through the City's buildout.

The IMP projected that the City would reach 80% capacity by 2025 (although could be later if development slows down) and have a buildout wastewater flow of 6.35 MGD.

2020 UWMP

On June 8, 2021 the City Council approved Resolution 2021-50, adopting the 2020 Urban Water Management Plan (UWMP). The UWMP is a planning document with a 20-year planning horizon that assess the water supply and water demand for the City. As part of the assessment all current water supplies and in the future water supplies are include as part of the City's water supply portfolio, which includes the use of recycled water to supplement potable demands (i.e. irrigation demands) and for groundwater recharge.

Owner Advisor

Staff determined that to comply with the Board Order; to increase treatment capacity at the WWTP to support development; and to add to the City's water supply portfolio by developing a recycled water source, the City would need to move forward with major improvements to the WWTP. Current staffing levels would make it challenging to successfully complete such a large capital project in a timely manner. For that reason, staff developed a Request for Qualifications to hire an Owner Advisor (OA) which would be dedicated to the project.

An OA is typically a design and/or construction consultant or consulting firm that has extensive knowledge in the specific type of project being represented. The OA, generally, is responsible for project execution including the management of communications, time, cost, quality, risk, procurement, design, construction, and acceptance.

On July 21, 2022 the City released the attached RFQ on the OpenGov ProcureNow platform as well as sent to several qualified consulting firms. Qualification submittals were due on August 15, 2022. The RFQ was downloaded 30 times from ProcureNow. As a result of the of the RFQ solicitation the City received only one submittal from N2W Engineering. An evaluation committee reviewed the qualifications of N2W Engineering and agreed that they were qualified and experienced and subsequently an interview was conducted on October 4, 2022.

Following the interview staff worked with N2W Engineering to define the scope of work and negotiated a fee for said scope, attached hereto.

It is staff's recommendation that City Council award a Professional Services Agreement to N2W Engineering, based on qualifications and fee statement. If approved, the term of the Professional Services Agreement is estimated to extend to fiscal year 2026/2027.

JUSTIFICATION:

Based on current and future wastewater regulatory requirements, implementation of the Integrated Master Plan and the City's strategy for developing a robust water supply portfolio, it is necessary to move forward with the improvements to the City's WWTP. Due

to current staff resource and size and complexity of the WWTP project, it is recommended by staff to hire an Owner Advisor to move the WWTP project forward.

City staff evaluated N2W Engineering's experience and qualifications and interviewed the firm for the WWTP project and subsequently have found them as a qualified firm to represent the City as its Owner Advisor.

FISCAL IMPACT:

The negotiated fee for the identified scope of work is in the amount of $1,576,430.

The funding for this project was programmed in the approved 5-year Capital Improvement Plan (CIP) as follows:

Account	Project Desc.	FY 2023	FY 2024	FY 2025
680-8000-454.90-10	WWTP Owner Advisor	$100,000	$100,000	$100,000
680-8000-454.95-12	WWTP Upgrades	$130,000	$130,000	$130,000
681-8000-454.95-12	WWTP Upgrades	$130,000	$650,000	$650,000
Total		**$360,000**	**$880,000**	**$880,000**

An appropriation from Fund 680 (Wastewater Fund) and Fund 681 (Wastewater Capital Facilty Fund) fund balances will be required to allocate the needed funds in FY 2023. The appropriation would be offset by reducing/eliminating the expenditures in FY 2024 and FY 2025 as shown in the table above. The revised CIP table will be as follows:

Account	Project Desc.	FY 2023	FY 2024	FY 2025
680-8000-454.90-10	WWTP Owner Advisor	$300,000	$0	$0
680-8000-454.95-12	WWTP Upgrades	$390,000	$0	$0
681-8000-454.95-12	WWTP Upgrades	$886,430	$0	$543,570
Total		**$1,576,430**	**$0**	**$543,570**

In summary, appropriations in the amount of $460,000 from Fund 680 and $756,430 from Fund 681 are required to fund the Professional Services Agreement with N2W Engineering.

ALTERNATIVES:

1. Approve as presented.
2. Approve with modifications.
3. Do not approve Resolution 2022-14UA and provide alternate direction to staff.

ATTACHMENTS:

1. Resolution 2022-14UA
   https://banningca.gov/DocumentCenter/View/11872/Att-1-Resolution-2022-14-UA-OA-WWTP

2. Nitrogen Removal Feasibility Study
   https://banningca.gov/DocumentCenter/View/11873/Att-2-Banning-Nitrogen-Removal-Feasibility-Study-FINAL-REV-1-STAMPED
3. Request for Qualifications
   https://banningca.gov/DocumentCenter/View/11874/Att-3-RFQ-22-019-Owner-Advisor-COB-WaterWasterwater
4. Statement of Qualifications
   https://banningca.gov/DocumentCenter/View/11868/Att-4-Statement_of_Qualifications
5. Scope of Services
   https://banningca.gov/DocumentCenter/View/11869/Att-5-Scope_of_Services-11-22-2022
6. Fee Statement
   https://banningca.gov/DocumentCenter/View/11870/Att-6-Fee-11-22-2022
7. Draft Professional Services Agreement
   https://banningca.gov/DocumentCenter/View/11871/Att-7-C00778-N2W-Engineering-Inc

Approved by:

Douglas Schulze
City Manager

RESOLUTION 2023-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A WATER RECYCLING FUNDING PROGRAM GRANT APPLICATION FOR A REQUEST OF $150,000 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND SUBMIT ALL REQUIRED DOCUMENTS RELATED TO THE PLANNING GRANT APPLICATION

WHEREAS, the City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage; and

WHEREAS, the City desires to improve the WWTP in order to treat its wastewater and produce recycled water; and

WHEREAS, on December 13, 2022, City Council approved Resolution 2022-15UA, awarding a professional services agreement to N2W Engineering to provide Owner Advisor services for the Wastewater Treatment Plant Improvement project. N2W has been tasked with developing a feasibility study consistent with the requirements of Title XVI Water Reclamation and Reuse Program; and

WHEREAS, the Water Recycling Funding Program (WRFP) is administered by the Division of Financial Assistance. It supports the State Water Resources Control Board's Water Recycling Policy and provides funding for water recycling projects that offset or augment state or local fresh water supplies and water recycling research; and

WHEREAS, the WRFP can provide funding to the City to develop a recycled water feasibility study.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council hereby authorizes the City Manager, or his designee, to sign and file a Financial Assistance Application for grant agreement from the California State Water Resources Control Board's Water Recycling Funding Program for the Recycled Water Feasibility Study in the amount of $150,000, for and on behalf of the City.

SECTION 2. The City Manager, or his designee, is authorized to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement with the State Water Resources Control Board, and any amendments or changes thereto.

SECTION 3. The City Manager, or his designee, is authorized to represent the City in carrying out the City's responsibilities under the grant agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

SECTION 4. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Financial Assistance Application for grant agreement from the California State Water Resources Control Board's Water Recycling Funding Program.

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 25th day of April 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 2023-71, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of April 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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-35, Approving Amendment No. 6 to a Professional Services Agreement (C00641) with Nobel Systems Inc. for ArcGIS and API Online Services**

RECOMMENDATION:

Adopt Resolution 2024-35.

BACKGROUND:

On March 19, 2020, the City and Nobel Systems, Inc. ("Service Provider") entered into an Agreement to provide ArcGIS Online API ("Agreement") to the Community Development whereby the Service Provider agreed to provide third-party hosted geographic information systems services ("ArcGIS Online API") for the City's Smart Gov Permitting Application in the amount of Fourteen Thousand Six Hundred Dollars ($14,600.00).

On May 25, 2021, the City and Service Provider amended the Agreement to exercise the option to extend the Agreement for an additional one-year term, ending on March 18, 2022, and to include additional compensation for the extended contract term in an amount not to exceed Eight Thousand Four Hundred Dollars ($8,400.00), for a total of Twenty-Three Thousand Dollars ($23,000) ("Amendment No. 1").

On August 31, 2021, City and Service Provider amended the Agreement to increase the additional compensation for the extended contract term approved under Amendment No. 1 in an amount not to exceed Ten Thousand Dollars ($10,000.00), for a total of Thirty-Three Thousand Dollars ($33,000.00) ("Amendment No. 2").

On February 26, 2022, City and Service Provider amended the Agreement to increase the additional compensation for the extended contract term approved under Amendment No. 1 in an amount not to exceed Ten Thousand Dollars ($10,000.00), for a total of Forty-Three Thousand Dollars ($43,000.00) ("Amendment No. 3").

On July 26, 2022, City and Service Provider amended the Agreement to exercise the option to extend the Agreement for an additional one-year term, ending on March 18, 2023, and to include additional compensation for the extended contract term in an amount not to exceed Twenty Thousand Dollars ($20,000.00) for a total of Sixty-Three Thousand Dollars ($63,000.00) ("Amendment No. 4").

On February 21, 2023, City and Service Provider amended the Agreement to exercise the option to extend the Agreement for an additional one-year term, ending on March 18, 2023, and to include additional compensation for the extended contract term in an amount not to exceed Thirty-Two

Thousand Six Hundred Dollars ($32,600.00), for a total of Ninety-Five Thousand Six Hundred Dollars ($95,600.00). (“Amendment No. 5”).

City and Service Provider now desire to amend the Agreement in accordance with Resolution 2024-35 to include additional compensation for GIS Services for the extended contract term in an amount not to exceed of Thirty-Two Thousand Six Hundred Dollars ($32,600.00), for a total of One Hundred Twenty-Eight Thousand Two Hundred Dollars ($128,200.00).

JUSTIFICATION:

The Community Development Department launched the SmartGov® online permitting platform in May of 2023. The City utilizes Nobel Systems, Inc. for Geographic Information Services (GIS); however, this platform is not compatible with the SmartGov permitting system. As such, the City is required to contract separately with Nobel to "host" the ArcGIS data, in an ESRI compatible format, which integrates directly with the SmartGov. platform.

In an effort to reduce future costs, staff is currently negotiating directly with ESRI to transfer this hosting to a cloud-based platform which Planning staff will have direct access to update internally, rather than relying in a third party vendor. The timeframe for this change is approximately six-months.

FISCAL IMPACT:

The Community Development Department's operational budget will fund the requested increase, Account No. 001-2800-441.33-11 (Professional Services):

Year	Estimated Amount
2023/2024	$22,600 (in mid-year budget item)
2024/2025	$10,000

ALTERNATIVES:

1. Adopt Resolution 2024-35, as recommended.
2. Adopt Resolution 2024-35, with modifications.
3. Do not approve Resolution 2024-35 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-35, Nobel Systems.docx
2. Nobel Amendment No. 6.docx

RESOLUTION 2024-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SIXTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT (PSA C00641) WITH NOBEL SYSTEMS, INC. FOR GEOGRAPHICAL INFORMATION SERVICES (GIS)

WHEREAS, on March 26, 2019, the City Council approved a Professional Services Agreement with Nobel Systems, Inc. ("Consultant") in an amount not to exceed Fourteen Thousand and Six Hundred Dollars ($14,600) to provide ArcGIS Online API Services for the City's Smart Gov Permitting Application (the "Agreement"); and

WHEREAS, on May 25, 2021, the City Council amended the Agreement to exercise the option to extend the Agreement for an additional one-year term (expiring on March 18, 2022), and to include additional compensation for the extended contract term in an amount not to exceed Eight Thousand and Four Hundred Dollars ($8,400), for a total compensation of Twenty-Three Thousand Dollars ($23,000); and

WHEREAS, on August 24, 2021, the City Council authorized an increase in compensation for services in an amount that shall not exceed Ten Thousand Dollars ($10,000), for a total compensation of Thirty-Three Thousand Dollars ($33,000); and

WHEREAS, on January 11, 2022, the City Council authorized an increase in compensation for services in an amount that shall not exceed Ten Thousand Dollars ($10,000), for a total compensation of Forty-Three Thousand Dollars ($43,000); and

WHEREAS, on June 28, 2022, the City Council authorized an increase in compensation for services in an amount that shall not exceed Twenty Thousand Dollars ($20,000) for a total compensation of Sixty-Three Thousand Dollars ($63,000); and

WHEREAS, on January 24, 2023, the City Council authorized an increase in compensation for services in an amount that shall not exceed Thirty-Two Thousand and Six Hundred Dollars ($32,600) for a total compensation of Ninety-Five Thousand and Six Hundred Dollars ($95,600); and

WHEREAS, the City and Consultant now desire to amend the Agreement to include additional compensation in the amount of Thirty-Two Thousand and Six-Hundred Dollars ($32,600), for a total compensation of One Hundred and Twenty-Eight Thousand and Two Hundred Dollars ($128,200).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council approves Amendment No. 6 to the Agreement, attached as Exhibit "A," in an amount not-to-exceed One Hundred and Twenty-Eight Thousand and Two Hundred Dollars ($128,200) for ArcGIS and API Services in the City of Banning for Fiscal Years 2023/2024 and 2024/2025.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments,

appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute Amendment No. 6 to the Agreement with on behalf of the City Council.

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 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-35, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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

Amendment No. 6 to the Professional Services Agreement with Nobel Systems

AMENDMENT NO. 6 TO C00641 ARCGIS ONLINE API AGREEMENT - COMMUNITY DEVELOPMENT FOR ARCGIS ONLINE API BY AND BETWEEN CITY OF BANNING AND NOBEL SYSTEMS, INC.

THIS AMENDMENT NO. 6 TO THE C00641 ARCGIS ONLINE API AGREEMENT ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **NOBEL SYSTEMS, INC.**, a California corporation ("Service Provider") is effective as of this day: _____.

RECITALS

A. City and Service Provider entered into that certain C00641 ArcGIS Online API Agreement - Community Development dated March 19, 2020 ("Agreement") whereby Service Provider agreed to provide third-party hosted geographic information systems services ("ArcGIS Online API") for the City's Smart Gov Permitting Application in the amount of Fourteen Thousand Six Hundred Dollars ($14,600.00).

B. On May 25, 2021, City and Service Provider amended the Agreement to exercise the option to extend the Agreement for an additional one-year term, ending on March 18, 2022, and to include additional compensation for the extended contract term in an amount not to exceed Eight Thousand Four Hundred Dollars ($8,400.00), for a total of Twenty-Three Thousand Dollars ($23,000) ("Amendment No. 1").

C. On August 31, 2021, City and Service Provider amended the Agreement to increase the additional compensation for the extended contract term approved under Amendment No. 1 in an amount not to exceed Ten Thousand Dollars ($10,000.00), for a total of Thirty-Three Thousand Dollars ($33,000.00) ("Amendment No. 2").

D. On February 26, 2022, City and Service Provider amended the Agreement to increase the additional compensation for the extended contract term approved under Amendment No. 1 in an amount not to exceed Ten Thousand Dollars ($10,000.00), for a total of Forty-Three Thousand Dollars ($43,000.00) ("Amendment No. 3").

E. On July 26, 2022, City and Service Provider amended the Agreement to exercise the option to extend the Agreement for an additional one-year term, ending on March 18, 2023, and to include additional compensation for the extended contract term in an amount not to exceed Twenty Thousand Dollars ($20,000.00) for a total of Sixty-Three Thousand Dollars ($63,000.00) ("Amendment No. 4").

F. On February 21, 2023, City and Service Provider amended the Agreement to exercise the option to extend the Agreement for an additional one-year term, ending on March 18, 2023, and to include additional compensation for the extended contract term in an amount not to exceed Thirty-Two Thousand Six Hundred Dollars ($32,600.00), for a total of Ninety-Five Thousand Six Hundred Dollars ($95,600.00). ("Amendment No. 5").

G. City and Service Provider now desire to amend the Agreement in accordance with Resolution 2024-35 to extend the term of the Agreement and include additional compensation for GIS Services for the extended contract term in an amount not to exceed of Thirty-Two Thousand Six Hundred Dollars ($32,600.00), for a total of One Hundred Twenty-Eight Thousand Two Hundred Dollars ($128,200.00).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 6 ("Fees; Billing") of the Agreement is amended to read as follows: "City shall be responsible for and shall pay to Service Provider the amount of One Hundred Twenty-Eight Thousand Two Hundred Dollars ($128,200.00) for the Initial Term and Renewal Terms of this Agreement, 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."

(b) Section 5.1 ("Term") is hereby extended for one renewal term through March 18, 2025, unless sooner terminated or extended as provided in the Agreement.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 6, all provisions of the Agreement, as amended by Amendment Nos. 1 through 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 6. In the event of a conflict between the provisions of this Amendment No. 6 and the provisions of the Agreement or Amendments Nos. 1 through 5, the provisions of this Amendment No. 6 shall control.

3. **Affirmation of Agreement; Warranty Regarding Absence of Defaults**. City and Service Provider each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Service Provider represents and warrants to City that, as of the date of this Amendment No. 6, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Service Provider that, as of the date of this Amendment No. 6, Service Provider is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 6.

5. **Authority**. The persons executing this Amendment No. 6 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 6 on behalf of said party, (iii) by so executing this Amendment No. 6 , such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 6 does not violate any provision of any other Agreement to which said party is bound.

6. **Electronic Signatures**. Each Party may adopt an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 6 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young, Esq., Date
City Attorney

SERVICE PROVIDER

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO SERVICE PROVIDER'S BUSINESS ENTITY.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-36, Approving Amendment No. 5 to a Professional Services Agreement (C00658) for Planning Services by and between the City of Banning and Romo Planning Group, Inc. (RPG)**

RECOMMENDATION:

Adopt Resolution 2024-36.

BACKGROUND:

On August 25, 2020, the City Council adopted Resolution 2020-106, approving an agreement with Romo Planning Group, Inc. (RPG) for planning services in the amount of $510,000 for a period of five (5) years.

On February 28, 2023, the City Council adopted Resolution 2023-041, approving Amendment No. 1 to the Agreement with RPG. However, Resolution 2023-41 incorrectly stated the total contract amount as $511,200, whereas staff intended to seek approval of an increased contract sum not-to-exceed $522,000. Therefore, on June 27, 2023, the City Council adopted Resolution 2023-124, rescinding Resolution 2023-41 and Amendment No. 1 and approving Amendment No. 2 to the Agreement, increasing the not-to-exceed contract sum amount to $522,000, and extending the term of the Agreement through August 26, 2024. Subsequently, the City Manager approved Amendment No. 3 the Agreement dated October 2, 2023, increasing the total contract sum by $25,000 to $547,000.

On October 10, 2023, the City Council adopted Resolution 2023-165, approving Amendment No. 4 to the Agreement, increasing the not-to-exceed contract sum amount to $717,000.

City staff and RPG now desire to amend the Agreement to increase the not-to-exceed contract sum amount to $1,155,000 and extend the term of the Agreement through August 26, 2025. This will be the final request to extend this Agreement as the City's Purchasing Policy requires the issuance of a new RFP for planning consulting services.

JUSTIFICATION:

The Community Development Department continues to experience substantial growth in the number of entitlement and permit applications. In the last twelve (12) months, three new residential projects have submitted for plan review and building permits, for approximately 393 residential units. Such projects will require planning review of walls, fences, landscaping, and architectural plans, just to name a few.

In addition, the Department is processing several large industrial projects that require the preparation of Environmental Impact Reports (EIR)s, which are large and complex environmental documents.

With the addition of the Management Analyst and Associate Planner positions, the Department is organizing to establish more efficient customer service and plan review protocols. There remains a requirement to ensure dedicated planning staff can manage some of the larger and more complicated development projects without direct oversight from Department Management, thus requiring part-time, contract staff to act as supplement and augment to traditional planning staff.

The expenses incurred through this Agreement are reimbursable by Development Review (i.e. "user fees") paid by the project applicants prior to, and throughout, the entitlement process.

FISCAL IMPACT:

The Community Development Department's operational budget will fund the requested increase, Account No. 001-2800-441.33-11 (Professional Services):

Year	Estimated Amount
2023/2024	$160,000 (in mid-year budget item)
2024/2025	$240,000
2025/2026	$38,000

ALTERNATIVES:

1. Adopt Resolution 2024-36, as recommended.
2. Adopt Resolution 2024-36, with modifications.
3. Do not approve Resolution 2024-36 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-36, Romo Planning Group.docx
2. Amend_No.5_PSA_for_Romo_Planning-_Comm_Development_Planning (5).docx

RESOLUTION 2024-036

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO A PROFESSIONAL SERVICES AGREEMENT (C00658) FOR PLANNING SERVICES BY AND BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC (RPG)

WHEREAS, on August 25, 2020, the City Council of the City of Banning adopted Resolution 2020-106, approving a new agreement with Romo Planning Group, Inc., in the amount of $510,000 for three years with two one-year renewal options (the "Agreement"); and

WHEREAS, on February 28, 2023, the City Council adopted Resolution 2023-41, approving Amendment No. 1 to the Agreement, increasing the not-to-exceed Contract Sum amount to $511,200; and

WHEREAS, Resolution 2023-041 incorrectly stated the total contract amount as $511,200 whereas staff intended to seek approval of an increased Contract Sum not-to-exceed $522,000; and

WHEREAS, on June 27, 2023, the City Council adopted Resolution 2023-124, rescinding Resolution 2023-41 and Amendment No. 1 and approving Amendment No. 2 to the Agreement, increasing the not-to-exceed Contract Sum amount to $522,000 and extending the term of the Agreement through August 26, 2024; and

WHEREAS, the City Manager approved an Amendment No. 3 the Agreement dated October 2, 2023, increasing the not-to-exceed Contract Sum by $25,000 to $547,000; and

WHEREAS, on October 10, 2023, the City Council adopted Resolution 2023-165, approving Amendment No. 4 to the Agreement, increasing the not-to-exceed Contract Sum amount to $717,000; and

WHEREAS, City and Consultant now desire to amend the Agreement to increase the not-to-exceed Contract Sum amount to $1,155,000 and extend the Agreement through August 26, 2025 ("Amendment No. 5"); and

WHEREAS, funding will be available for proposed Amendment No. 5 in the City's Community Development Department accounts during Fiscal Years 23/24, 24/25, and 25/26 in the amount not-to-exceed $1,155,000; and

WHEREAS, except as amended by Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4 shall remain unchanged and in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council approves Amendment No. 5 to the Professional Services Agreement with Romo Planning Group, Inc., attached as Exhibit "A," increasing the not-to-exceed Contract Sum to $1,155,000 and extending the term of the Agreement to August 24, 2025.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute Amendment No. 5 to the Agreement on behalf of the City Council.

SECTION 4. The City Clerk shall certify the adoption of this Resolution and shall cause a certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-36, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
Amendment No. 5 to the Professional Services Agreement
with Romo Planning Group (C00658)

AMENDMENT NO. 5 TO A PROFESSIONAL SERVICES AGREEMENT (C00658) FOR PLANNING SERVICES BY AND BETWEEN THE CITY OF BANNING AND ROMO PLANNING GROUP, INC (RPG).

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ROMO PLANNING GROUP, INC.**, a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Professional Services Agreement dated August 25, 2020 for the purpose of providing Planning services for Community Development ("Agreement") for a period of three years with a not to exceed Contract Sum of $510,000 as approved by City Council Resolution 2020-16.

B. On February 28, 2023, the City Council adopted Resolution 2023-41, approving Amendment No. 1 to the Agreement, increasing the not-to-exceed Contract Sum amount to $511,200.

C. Resolution 2023-41 incorrectly stated the total Contract Sum as $511,200, whereas staff intended to seek approval of an increased Contract Sum not-to-exceed $522,000.

D. On June 27, 2023, the City Council adopted Resolution 2023-124, rescinding Resolution 2023-41 and Amendment No. 1 and approving Amendment No. 2 increasing the not-to-exceed Contract Sum amount to $522,000 and extending the agreement through August 26, 2024.

E. The City Manager approved Amendment No. 3 to the Agreement dated October 2, 2023, increasing the not-to-exceed Contract Sum by $25,000 to $547,000.

F. On October 10, 2023, the City Council adopted Resolution 2023-165, increasing the not-to-exceed Contract Sum to $717,000.

G. City and Consultant now desire to amend the Agreement to increase the not-to-exceed Contract Sum amount to $1,155,000 and extend the term of the Agreement through August 26, 2025.

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. 5 shall not exceed Four Hundred Thirty-Eight Thousand Dollars ($438,000) thereby increasing the Contract Sum, as set forth in Section

2.1 of the Agreement, to One Million One Hundred Fifty-Five Thousand Dollars ($1,155,000).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through August 26, 2025, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendment Nos. 1 through 4, the provisions of this Amendment No. 5 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. 5.

2.3 Authority. The persons executing this Amendment No. 5 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. 5 on behalf of said party, (iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 5 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. 5 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Doug Schultz, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Caroline Patton Deputy City Clerk	

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.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-37, Approving Amendment No. 3 to a Professional Services Agreement (C00608) with Willdan Engineering for Building and Safety Plan Check and Landscape Design Review Services**

RECOMMENDATION:

Adopt Resolution 2024-37.

BACKGROUND:

On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960.On January 25, 2022, the City Council adopted Resolution 2022-09, amending the Agreement to increase the Contract Sum by $714,902.50 for a total Contract Sum of $2,185,862.50 (“Amendment No. 1”).

On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff’s recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff’s recommendation to extend the Agreement term to October 31, 2023.

On February 28, 2023, the City Council adopted Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff’s intent that the City Council’s adoption of Resolution 2023-44 would update and replace the Council’s actions taken via Resolution 2023-20, in their entirety.

City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation not-to-exceed Contract Sum by $470,000 to $3,267,862.50, and to extend the term of the Agreement through September 23, 2024.

JUSTIFICATION:

The engagement of these additional services has increased the contract amount above the previously approved financial limits set by the City Council. As such, additional commitment of resources is required. However, all of Willdan's fees are considered “pass-through” costs, as the City's costs are reimbursed through developer review fees on the plans and permits submitted to the City.

FISCAL IMPACT:

The Community Development operational budget will fund the requested increase, Account No. 001-

2700-441.33-11 (Professional Services):

Year	Estimated Amount
2023/2024	$325,000 (in mid-year budget item)
2024/2025	$145,000

ALTERNATIVES:

1. Adopt Resolution 2024-37, as recommended.
2. Adopt Resolution 2024-37, with modifications.
3. Do not approve Resolution 2024-37 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-37, Willdan Engineering.docx
2. Banning_-_Amendment_No._3_to_PSA__C00608__for_Building_and_Safety_Plan_Check_and_Landscape_Desig

RESOLUTION 2024-37

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (PSA C00608) WILLDAN ENGINEERING FOR BUILDING AND SAFETY PLAN CHECK AND LANDSCAPE DESIGN REVIEW SERVICES

WHEREAS, on August 16, 2019 the City issued a Request for Proposal (RFP) for Building and Safety Plan Check and Landscape Review Services. The RFP proposal responses were due on September 4, 2019; and

WHEREAS, on September 13, 2019 the City scored all the proposals and determined that Willdan Engineering submitted a responsive and responsible proposal and has received the highest score out of the eight proposals received by the City; and

WHEREAS, Willdan Engineering will provide the highest and best value to the City, its residents, customers, and patrons through a combination of experience, hourly rates, and overall ability to provide the services requested through the City's RFP; and

WHEREAS, On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960; and

WHEREAS, On January 25, 2022, the City of Banning, on Resolution 2022-09, approved Amendment No. 1 approving an increase in compensation to the Consultant, in the amount of $714,902.50, for a total amount of $2,185,862.50; and

WHEREAS, On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023; and

WHEREAS, On February 28, 2023, the City of Banning, on Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety; and

WHEREAS, City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation in the amount of $470,000, for a total amount of $3,267,862.50, and to extend the term of the Agreement to September 23, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council adopts Resolution 2024-37 approving a Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $3,267,862.50 for Building and Safety Plan Check and Landscape Design Review Services in the City of Banning for Fiscal Years 2023/2024 and 2024/2025.

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Manager or his designee is authorized to execute the Professional Services Agreement with Willdan Engineering, in an amount not-to-exceed $3,267,862.50 to provide Building and Safety Plan Check and Landscape Design Review Services to the City of Banning.

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 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-37, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of February, 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

AMENDMENT NO. 3 TO A PROFESSIONAL SERVICES AGREEMENT (C00608) WITH WILLDAN ENGINEERING, INC. FOR (A) BUILDING AND SAFETY PLAN CHECK AND PLANS EXAMINATION SERVICES (B) LANDSCAPE DESIGN PLAN CHECK AND PLANS EXAMINATION SERVICES, AND (C) BUILDING PERMIT AND LANDSCAPE INSTALLATION INSPECTION SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment No.3") by and between the **CITY OF BANNING** ("City") and Willdan Engineering, a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated September 24, 2019 ("Agreement") whereby Consultant agreed to provide Building and Safety Plan Check, Building Inspection, and Landscape Design Review Services following Request for Proposals or Invitation for Bids No. 19-045.

B. On September 24, 2019, the City of Banning, on Resolution 2019-122, approved an agreement with Willdan Engineering, Inc., for a total amount of $1,470,960.On January 25, 2022, the City Council adopted Resolution 2022-09, amending the Agreement to increase the Contract Sum by $714,902.50 for a total Contract Sum of $2,185,862.50 ("Amendment No. 1").

D. On January 24, 2023, the City Council adopted Resolution 2023-20, which was intended to implement staff's recommendation to amend the Agreement to extend the term of the Agreement through October 31, 2023, and increase the not-to-exceed total compensation by $612,000 to $2,797,862.50 (Amendment No. 2). Resolution 2023-20, however, incorrectly stated the amended not-to-exceed total compensation as $2,185,862.50, and did not address staff's recommendation to extend the Agreement term to October 31, 2023.

E. On February 28, 2023, the City Council adopted Resolution 2023-44, re-approved Amendment No. 2 approving an increase in the not-to-exceed total compensation by $612,000 to $2,797,862.50, and an extension of the term of the Agreement through June 30, 2024. It was staff's intent that the City Council's adoption of Resolution 2023-44 would update and replace the Council's actions taken via Resolution 2023-20, in their entirety.

F. City and Consultant now desire to amend the Agreement (Amendment No. 3) in accordance with Resolution No. 2024-37 to include additional compensation not-to-exceed Contract Sum by $470,000 to $3,267,862.50, and to extend the term of the Agreement through September 23, 2024.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

   (a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not exceed Four Hundred Seventy Thousand Dollars ($470,000.00), for a new contract total amount not to exceed Three Million

Two Hundred Sixty-Seven Thousand Eight Hundred Sixty-Two Dollars and Fifty Cents ($3,267,862.50).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to September 23, 2024, unless amended by provisions referenced herein.

2. Continuing Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No.3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and Amendment Nos. 1, and 2, as amended by this Amendment No.3 to the Professional Services Agreement.

3. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No.3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that as of the date of this Amendment No.3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. Authority. The persons executing this Amendment No. 3 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. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other Agreement to which said party is bound.

6. Electronic Signatures. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No.3 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Patrick Johnson Date
TITLE: Director – Building & Safety

NAME: Date
TITLE:

95-2295858
Tax ID No.

Address:
2401 E. Katella Ave., Suite 300
Anaheim, CA 92806

City Council Approval:_____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Laurie Sampson, Assistant City Manager**

MEETING DATE: **February 27, 2024**

SUBJECT: **Consideration of Resolution 2024-39, Approving an Amendment to the Williams Scotsman Purchase Order (32201) in the Amount of $20,000**

RECOMMENDATION:

Staff recommends the adoption of Resolution 2024-39, approving an amendment to the Williams Scotsman Purchase Order (32201) in the amount of $20,000 for a total purchase order of $47,500.00.

BACKGROUND:

Williams Scotsman provides the office trailers at Opportunity Village. As of July 1, 2023, the lease agreements were converted month to month. The current purchase order is a blanket purchase order. Funds are not encumbered at the issuance of the purchase order but as they are expended. This request simply requests an increase to the limit to be spent on the units.

JUSTIFICATION:

The staff is in the process of purchasing office trailer(s) to replace the leased units. The requested increase of funds is intended to pay for the current leased units until a permanent unit can be sourced and delivered.

FISCAL IMPACT:

The fiscal impact of this action is an increase to a blanket purchase order in the amount of $20,000 to be paid from account 810-9700-490.90-59.

ALTERNATIVES:

Without this increase to the current blanket purchase order the City will run out of funds to pay for the units already on site. The provider can then remove the units and leave staff at Opportunity Village without office space until a permanent unit can be sourced and delivered.

ATTACHMENTS:

1. Resolution 2024-39, William Scotsman.docx

RESOLUTION 2024-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE WILLIAMS SCOTSMAN PURCHASE ORDER (32201) TO INCREASE THE BLANKET PURCHASE ORDER AMOUNT BY $20,000 FOR A TOTAL OF $47,500

WHEREAS, Williams Scotsman provides the office trailers at Opportunity Village and, as of July 1, 2023, the lease agreements with Williams Scotsman were converted month to month terms; and

WHEREAS, the current Purchase Order (32201) for the lease of the office trailers is a blanket purchase order, and funds are only encumbered as they are expended; and

WHEREAS, City staff is in the process of purchasing office trailer(s) to replace the units leased from Williams Scotsman and are seeking the City Council's approval of an increase in the total amount of Purchase Order 32201, which funds are intended to pay for the current leased units until a permanent unit or units can be sourced and delivered; and

WHEREAS, the fiscal impact of the Council's adoption of this Resolution is an increase to Purchase Order 32201 by $20,000 to be paid from Account 810-9700-490.90-59.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves an amendment to Purchase Order 32201 with Williams Scotsman to increase the blanket purchase order amount by $20,000 for a total of $47,500.

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 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 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-39, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-41, Authorizing the City Manager to Enter into a Lease Agreement with Haskell Real Estate for Homeless Transitional Housing**

RECOMMENDATION:

Adopt Resolution 2024-41.

BACKGROUND:

The Encampment Reduction Funding Grant received by the City includes funding for housing assistance to homeless individuals. One of the biggest obstacles to housing homeless individuals in Banning is the lack of low cost rental property. In an effort to move unhoused individuals from Opportunity Village into housing, the City must have housing available. Haskell Real Estate has rental properties available and they are working with property owners willing to lease the property to the City of Banning.

The rental properties will serve as transitional housing, which is intended to providing housing to individuals who have income but income is not sufficient to pay deposits and fully cover monthly rent. Over time, these individuals will establish work history and move into independent housing. The lease agreements between the City of Banning and Haskell clients are important because as tenants move in and out of the program new lease agreements will not be required for new tenants because the City is the lessee. However, the City will have lease agreements with each individual tenant placed into rental housing.

The City Council adopted Resolution 2024-11, authorizing lease agreements for three rental properties. However, two of the property owners decided they did not want to move forward with the lease agreements so, Resolution 2024-42 authorizes a lease agreement for a different unit to replace one of the two previously approved, but no longer available. Adoption of Resolution 2024-42 will not increase the total number of lease agreements, but simply replaces one of the three units previously approved.

The property to be leased is:

- 312 N 4th Street, Unit C

The City is entering into lease agreements that will allow subleasing of the units to unhoused individuals. City staff and wrap around service providers will be involved in the process of selecting individuals who will be placed in the rental units. These individuals will be evaluated to determine likelihood of successful independent living.

JUSTIFICATION:

Transitional housing is a missing piece of the City's homeless services and funding is available through awarded grant funds. The City is required to obligate the Encampment Reduction Fund grant monies by June 30, 2024. Council previously adopted Resolution 2024-11, authorizing three (3) lease agreements with Haskell clients. Unfortunately, the owner of two of the units backed out of the lease agreement. This Resolution authorizes a lease agreement to replace one of the approved units that was not leased.

FISCAL IMPACT:

Rent costs will be approximately $17,000 annually and will be fully funded through grant proceeds.

ALTERNATIVES:

1. Adopt Resolution 2024-41.
2. Do not authorize City Manager to enter into lease agreements.

ATTACHMENTS:

1. Resolution 2024-41, Lease Agreement.docx
2. 312 N 4th Lease Agreement_0001.pdf
3. Resolution_2024-11__Lease_Agreements.pdf

RESOLUTION 2024-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A LEASE AGREEMENTS FOR HOMELESS TRANSITIONAL HOUSING

WHEREAS, on February 12, 2019, the City of Banning was awarded $980,000 of Encampment Reduction Program funds; and

WHEREAS, the grant funds included funding for transitional housing for homeless individuals; and

WHEREAS, a rental property, owned by Luminous Investments, is available through Haskell Real Estate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves a lease agreement for property located at 312 N 4th Street, Unit C in Banning and authorizing 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 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 27th 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 2024-41, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
Lease Agreement

CALIFORNIA ASSOCIATION OF REALTORS®

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form LR, Revised 12/21)

Date 02/09/2024, Luminous Investment ("Landlord") and City of Banning ("Tenant") agree as follows ("Agreement"):

1. **PROPERTY:**
   A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 312 N 4th St Unit C, Banning, CA 92220 ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) **only:** tenant(s) placed by City of Banning.
   C. The following personal property, maintained pursuant to **paragraph 11**, is included: window coverings, fridge, stove or ☐ (if checked) the personal property on the attached addendum is included.
   D. The Premises may be subject to a local rent control ordinance .
2. **TERM:** The term begins on (date) February 9, 2024 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Landlord, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Landlord or agent or Owner. If Landlord elects to void the lease, Landlord shall refund to Tenant all rent and security deposit paid.
   (Check A or B):
   ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ B. **Lease:** This Agreement shall terminate on (date) February 8, 2026 at 12 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Landlord and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $1,350.00 per month for the term of the Agreement.
   B. Rent is payable in advance on the **1st (or** ☐) **day** of each calendar month, and is delinquent on the next day.
   C. If Commencement Date falls on any day other than the day Rent is payable under **paragraph 3B**, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in the prorated second month.
   D. **PAYMENT:**
      (1) Rent shall be paid by ☒ personal check, ☒ money order, ☒ cashier's check, made payable to Haskell Real Estate Inc., ☐ wire/electronic transfer, or ☐ other .
      (2) Rent shall be delivered to (name) Haskell Real Estate Inc. (whose phone number is) (951)849-4521 at (address) 55 N 8th St Banning, CA 92220, (or at any other location subsequently specified by Landlord in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of 9 am and 5 pm on the following days M-F or 24/7 drop slot).
      (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Landlord may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☐ cashier's check.
   E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $1,350.00 as a security deposit. Security deposit will be ☒ transferred to and held by the Owner of the Premises, or ☐ held in Owner's Broker's trust account.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
   C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
   D. No interest will be paid on security deposit unless required by local law.
   E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

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5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☒ money order, ☒ cashier's check, or ☐ wire/electronic transfer.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 02/09/2024 to 02/29/2024 (date)	$32,400.00	$31,557.07	$842.93	02/09/2024	Haskell Real Estate Inc.
*Security Deposit	$1,350.00		$1,350.00	02/09/2024	Haskell Real Estate Inc.
Other Proration	-492.33		-492.33		
Other Marin					
Total	$33333.67	$31,557.07	1730.60	02/09/2024	Haskell Real Estate Inc.

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises.

6. **LATE CHARGE; RETURNED CHECKS:**
   A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 (or** ☐ _____ **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of $_____ or **5.000** % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
   B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**
   ☒ **A.** Parking is permitted as follows: **street**
   The right to parking ☐ is ☒ is not included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, the parking rental fee shall be an additional $_____ per month. Parking space(s) are to be used only for parking properly registered and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work, or storage of inoperable vehicles, or storage of any kind is not permitted in parking space(s) or elsewhere on the Premises except as specified in **paragraph 8**.
   OR ☐ **B.** Parking is not permitted on the real property of which the Premises is a part.

8. **STORAGE: (Check A or B)**
   ☒ **A.** Storage is permitted as follows: **inside**
   The right to separate storage space ☐ is, ☐ is not, included in the Rent charged pursuant to **paragraph 3**. If not included in the Rent, storage space fee shall be an additional $_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.
   OR ☐ **B.** Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: **all** except **water and gas**, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.
   ☐ **A. Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.
   ☐ **B. Gas Meter:** The Premises does not have a separate gas meter.
   ☐ **C. Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).
(Check all that apply:)
   ☐ **A.** Tenant acknowledges these items are clean and in operable condition, with the following exceptions: **none**
   ☐ **B.** Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
   ☐ **C.** **(i)** Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date.
   (ii) Tenant shall complete and return the MIMO to Landlord within **3 (or** ☐ ____ **) days** after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
   ☒ **D.** Tenant will provide Landlord a list of items that are damaged or not in operable condition within **3 (or** ☒ **14** **) days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.
   ☒ **E.** Other: **Tenant will have 14 days to provide list to Landlord items damaged or inoperable**

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Landlord ☒ Tenant shall water the garden, landscaping, trees and shrubs, except: _____.

C. ☐ Landlord ☒ Tenant shall maintain the garden, landscaping, trees and shrubs, except: _____.

D. ☐ Landlord ☒ Tenant shall maintain ***porch/ area around unit*** .

E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: ***all items listed in paragraph C*** .

H. Tenant understands that if Premises is located in a Common Interest Development, Landlord may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as shared parking structure or garage.

I. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent, ☐ except as agreed to in the attached Pet Addendum (C.A.R. Form PET).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☒ Smoking of the following substances only is allowed: ***outdoors*** .

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees, and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☐ (1) Landlord shall provide Tenant with a copy of the rules and regulations within ____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.

16. ☐ (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**

A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant or Landlord shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**

☐ (1) Landlord shall provide Tenant with a copy of the HOA Rules within _____ days or _____.

OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or **paragraph 25C**, without Landlord's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ 2 key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____.

B. Tenant acknowledges that locks to the Premises ☐ have, ☒ have not, been re-keyed.

C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Landlord, Broker and Interested Persons may take photos of the Premises.

B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:

(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.

(2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.

(3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.

(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.

C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. PHOTOGRAPHS AND INTERNET ADVERTISING:

A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Landlord has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet.

B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Landlord has control over who views such Images nor what use viewers may make of the Images.

21. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

22. ASSIGNMENT; SUBLETTING:

A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.

C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. POSSESSION:

A. (1) Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within **5 (or** ☐ _____ **) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.

OR (2) Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.

B. ☐ Tenant is already in possession of the Premises.

25. TENANT'S OBLIGATIONS UPON VACATING PREMISES:

A. Upon termination of this Agreement, Tenant shall: **(i)** give Landlord all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Landlord, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph C** below, to Landlord in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Landlord of Tenant's forwarding address; and **(vii)** _____.

B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move-Out Inspection and Repairs:** **(i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).

26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: **(i)** an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☐ Tenant shall obtain liability insurance, in an amount not less than $_____, naming Landlord and, if applicable, Property Manager as additional insured for injury or damage to, or upon, the Premises during the term of this agreement or any extension. Tenant shall provide Landlord a copy of the insurance policy before commencement of this Agreement, and a rider prior to any renewal.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Landlord: *Luminous Investment*
c/o Haskell Real Estate Inc.
55 N 8th St
Banning CA, 92220

Tenant: *City of Banning*
312 N 4th St Unit C
Banning, CA 92220

33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Landlord may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Landlord may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **LANDLORD REPRESENTATIONS:** Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs B** and **C** below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in paragraph 35A.

37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

38. **STATUTORY DISCLOSURES:**

A. [X] **MOLD AND DAMPNESS:** Exposure to mold may have potential health risks. Tenant acknowledges receipt of the attached booklet titled, "Information on Dampness and Mold for Renters in California" before signing this Residential Lease or Month-to-Month Rental Agreement.

B. [X] **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form LPD) and a federally approved lead pamphlet.

C. **PERIODIC PEST CONTROL (CHECK IF EITHER APPLIES):**
(1) [ ] Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
(2) [ ] Premises is a house. Tenant is responsible for periodic pest control treatment.

D. [ ] **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.

E. **BED BUGS:** Landlord has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Landlord or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Landlord will notify tenants of any units infested by bed bugs.

F. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

G. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.

H. [ ] **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.

I. **FLOOD HAZARD DISCLOSURE:** Flooding has the potential to cause significant damage to personal property owned by Tenant. See attached Tenant Flood Hazard Disclosure (C.A.R. Form TFHD) for additional information.

J. [ ] **DEATH ON THE PREMISES:** An occupant of the Premises died on the Premises in the last three years.

K. [ ] **OTHER MATERIAL FACTS:** _____

39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.

40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

41. **AGENCY:**

A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
Landlord's Brokerage Firm Haskell Real Estate Inc. License Number 00523943
Is the broker of (check one): [X] the Landlord; or [ ] both the Tenant and Landlord (Dual Agent).
Landlord's Agent Cierra Ornelas License Number 02126283
Is (check one): [X] the Landlord's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Landlord's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): [ ] the Tenant; or [ ] both the Tenant and Landlord. (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): [ ] the Tenant's Agent. (salesperson or broker associate); or [ ] both the Tenant's and Landlord's Agent (Dual Agent).

B. **DISCLOSURE:** [ ] (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

C. **TERMINATION OF AGENCY RELATIONSHIP:**

(1) Landlord and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Landlord and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Landlord or Tenant, is terminated.

(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Landlord or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MIMO).

42. ☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

43. **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.

44. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).

45. **RECEIPT:** If specified in **paragraph 5**, Landlord or Broker, acknowledges receipt of move-in funds.

46. **OTHER TERMS AND CONDITIONS;** If checked, the following ATTACHED documents are incorporated in this Agreement:

☐ Keysafe/Lockbox Addendum (C.A.R. Form KLA); ☒ Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form LPD);
☒ Lease/Rental Mold and Ventilation Addendum (C.A.R. Form LRM); ☐ Landlord in Default Addendum (C.A.R. Form LID);
☒ Bed Bug Disclosure (C.A.R. Form BBD); ☒ Tenant Flood Hazard Disclosure (C.A.R. Form TFHD);
☒ Rent Cap and Just Cause Addendum (C.A.R. Form RCJC)
Other: _____

47. **REPRESENTATIVE CAPACITY:** If one or more Parties is signing this Agreement in a representative capacity and not for him/herself as an individual then that Party shall so indicate in **paragraph 50** or **51** and attach a Representative Capacity Signature Disclosure (C.A.R. Form RCSD). Wherever the signature or initials of the representative identified in the RCSD appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Party acting in a representative capacity **(i)** represents that the entity for which that party is acting already exists and **(ii)** shall Deliver to the other Party and Escrow Holder, within **3 Days** After Acceptance, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).

Landlord and Tenant acknowledge and agree Brokers: **(a)** do not guarantee the condition of the Premises; **(b)** cannot verify representations made by others; **(c)** cannot provide legal or tax advice; **(d)** will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this Agreement, Brokers: **(e)** do not decide what rental rate a Tenant should pay or Landlord should accept; and **(f)** do not decide upon the length or other terms of this Agreement. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

48. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

49. The Premises is being managed by Owner, (or, if checked):

☐ Listing firm in box below ☐ Leasing firm in box below ☒ Property Management firm immediately below

Real Estate Broker (Property Manager) ***Haskell Real Estate Inc.*** DRE Lic # ***00523943***
By (Agent) ***Cierra Ornelas*** DRE Lic # ***02126283***
Address ***55 N 8th St Banning, CA 92220*** Telephone # ***(951)849-4521***

50. **Tenant agrees to rent the Premises on the above terms and conditions.**

☐ One or more Tenants is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Tenant Representative) (C.A.R. Form RCSD-T) for additional terms.

Tenant _____ Date _____
Print Name ***City of Banning***
Address ***312 N 4th St Unit C*** City ***Banning*** State ***CA*** Zip ***92220***
Telephone _____ Text _____ E-mail _____
Tenant _____ Date _____
Print Name _____
Address _____ City _____ State _____ Zip _____
Telephone _____ Text _____ E-mail _____

☐ Additional Signature Addendum attached (C.A.R. Form ASA)

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and **(iii)** waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

51. Landlord (owner or ☒ agent for owner) agrees to rent the Premises on the above terms and conditions.

☐ One or more Landlords is signing this Agreement in a representative capacity and not for him/herself as an individual. See attached Representative Capacity Signature Disclosure (For Landlord Representative) (C.A.R. Form RCSD-LL) for additional terms.

Landlord _____ *Luminous Investment* Date _____

Landlord _____ Date _____

Address _____

Telephone _____ Text _____ E-mail _____

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

Landlord's Brokerage Firm *Haskell Real Estate Inc.* DRE Lic. # *00523943*

By (Agent) *Cierra Ornelas* DRE Lic. # *02126283* Date _____

Address _____ City _____ State _____ Zip _____

Telephone *(951)849-4521* Text _____ E-mail _____

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RESOLUTION 2024-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THREE LEASE AGREEMENTS FOR HOMELESS TRANSITIONAL HOUSING

WHEREAS, on February 12, 2019, the City of Banning was awarded $980,000 of Encampment Reduction Program funds; and

WHEREAS, the grant funds include funding for transitional housing for homeless individuals; and

WHEREAS, three rental properties are available through Haskell Real Estate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves lease agreements for properties located at 90 N 22nd Street, 146 N 4th Street and 94C N 22nd Street in Banning and authorize the City Manager to sign the agreements on behalf of the City Council.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 9th day of January 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-11, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Lease Agreements

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Second Reading and Adoption of Ordinance 1597, Establishing Regulations Governing the Possession of Catalytic Converters, and Amending Title 9 of the Banning Municipal Code**

RECOMMENDATION:

A motion to adopt Ordinance 1597, establishing regulations governing the possession of catalytic converters, and amending Title 9 of the Banning Municipal Code.

BACKGROUND:

Ordinance 1597 was introduced at the February 13, 2024 meeting of the City Council. The City Council adopted a motion waiving full reading of the ordinance and introducing the ordinance, as read by title only. No changes were made to Ordinance 1597, as introduced.

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. Adopt, as read by title only, Ordinance 1597, as written.
2. Adopt, as read by title only, Ordinance 1597, with minor clerical modifications.

3. Do not adopt Ordinance 1597.

ATTACHMENTS:

1. Ordinance 1597, Catalytic Converters.pdf

ORDINANCE 1597

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING REGULATIONS GOVERNING THE POSSESSION OF CATALYTIC CONVERTERS, AND AMENDING TITLE 9 OF THE BANNING MUNICIPAL CODE

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Findings and Purpose.

A. The City Council finds that theft of catalytic converters has been an increasing problem in Banning in recent years. In the City, dozens of reports of catalytic converter thefts occur annually impacting many victims. The external location of catalytic converters and the use of valuable precious metals, including rhodium, palladium and platinum, in catalytic converters makes these devices a target for thieves. Individuals in possession of stolen catalytic converters often recycle them for substantial profit, while victims of these thefts suffer the consequences of paying thousands of dollars in repairs, the inconvenience of repairing their vehicles, and feeling unsafe in the community.

B. Finding the victim of these crimes is extremely difficult due to the manner in which the catalytic converter thefts occur and lack of identifying markers on catalytic converters to link a stolen catalytic converter to the victim. The inability to identify the victims of catalytic converter thefts can inhibit the ability to successfully prosecute individuals for the thefts. This ordinance is necessary to provide the City a means to protect the public, deter this criminal activity, and promote a more productive use of City of Banning resources.

C. In accordance with the California Constitution, Article XI, Section 7, a city may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws.

D. The purpose and intent of this Ordinance is to curb the theft of catalytic converters throughout the City and to provide the City with reasonable means to address the impact on the community and the victims posed by increasing catalytic converter thefts.

SECTION 2. A new Chapter 9.28 is hereby added to Title 9 (Public Peace, Morals, and Welfare) of the Banning Municipal Code, to read, as follows:

"**Chapter 9.28 - UNLAWFUL POSSESSION OF CATALYTIC CONVERTERS**

Sections:

9.28.010 - Definitions.
9.28.020 - Unlawful possession of a catalytic converter.
9.28.030 - Violations and enforcement.

9.28.010 - Definitions.

As used in this chapter, the following terms shall have the following meanings:

"Catalytic converter" means any exhaust emission control device, or portion thereof, that converts toxic gases and pollutants in exhaust gas from an internal combustion engine into less-toxic pollutants, and shall also mean 'catalytic converter' as that term is used in California Vehicle Code Section 10852.5.

"Documentation or other proof" means written document(s) clearly identifying the vehicle from which the catalytic converter originated based on the totality of the circumstances, which includes, but is not limited to, the following types of documents:

1. Signed bill of sale from the original owner authorizing removal of the catalytic converter, including the vehicle owner's name, address, and telephone number.

2. Verifiable documentation from an auto-body shop proving the owner relinquished the catalytic converter to the auto-body shop or similar business.

3. Verifiable electronic communication from the previous owner to the possessor relinquishing ownership of the catalytic converter.

4. Photographs of the vehicle from which the catalytic converter originated clearly showing the vehicle's license plate number and vehicle identification number.

5. Vehicle registration associated with the catalytic converter together with photographs showing an etched associated license plate number or vehicle identification number or driver's license number of registered vehicle owner claimed to have conveyed the catalytic converter to the person now in possession.

"Lawful possession" means (1) being the lawful owner of the catalytic converter or (2) being in possession of the catalytic converter with the lawful owner's verifiable written consent. It is not required to prove the catalytic converter was stolen to establish the possession is not a lawful possession.

"Enforcement officer" means a sworn officer of the police department, sworn federal task force officer, building official, code enforcement official, city attorney, or district attorney, and their designees.

9.28.020 - Unlawful possession of a catalytic converter.

A. Barring any provision of state law permitting the same, it is unlawful for any person to possess any catalytic converter which is not properly installed in a

vehicle unless the person has a documentation or other proof verifying they are in lawful possession of the catalytic converter.

B. This section does not apply to a detached catalytic converter, otherwise lawfully possessed, that has been verifiably tested, certified, and labeled or otherwise approved for reuse, and is being bought or sold for purposes of reuse in accordance with (i) the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*) and regulations under the Clean Air Act; or (ii) or applicable regulations of the California Air Resources Board, as they may be amended from time to time.

C. It is unlawful for any person to knowingly falsify or cause to be falsified any information in any documentation or other proof intended to show valid proof of ownership or possession of a catalytic converter.

D. Evidence of unlawful possession may be presumed by the number of detached catalytic converters within one's possession and/or by the condition of the dismantled catalytic converter(s), including, but not limited to, the manner a catalytic converter has been detached or cut from a vehicle.

9.28.030 - Violations and enforcement.

A. Misdemeanor Penalty. Any person who violates any provision of this chapter is guilty of a misdemeanor, and upon conviction shall be punished by a fine not exceeding one thousand dollars, or by imprisonment in the county jail for a term not exceeding one year, or by both. Upon any second or subsequent conviction of the offense, the person shall be punished by the penalties of a fine of one thousand dollars and by imprisonment in the county jail for one year.

B. State Penalties Apply. Nothing in this chapter shall be intended to limit any of the penalties provided for under California law, including, but not limited to, the Penal Code, with regard to the sale, use, possession, delivery, and/or receipt of catalytic converters.

C. Administrative Civil Penalty. In addition to any other penalties provided by law, whenever an enforcement officer determines a violation of this chapter has occurred, the enforcement officer shall have the authority to issue an administrative citation with an administrative civil penalty to any person responsible for the violation, in accordance with and subject to the provisions of chapter 1.20 of this code."

SECTION 3. Non-exclusive Remedies and Penalties. All remedies and penalties for violations of the prohibitions in this Ordinance shall be cumulative and not exclusive. Enforcement by use of any administrative, criminal or civil action, citation or administrative proceeding or abatement remedy does not preclude the use of additional citations or other remedies as authorized by other ordinance or law. Enforcement remedies may be employed concurrently or consecutively. Conviction and punishment of or enforcement against any person hereunder shall not relieve such person from the responsibility of

correcting, removing, or abating a violation, nor prevent the enforced correction, removal, or abatement thereof.

SECTION 4. Severability. The provisions of this Ordinance are separate and severable. If any provision of this Ordinance is for any reason held by a court to be unconstitutional or invalid, the City Council declares that it would have passed this Ordinance irrespective of the invalidity of the provision held to be unconstitutional or invalid. Such unconstitutionality or invalidity shall therefore not affect the remaining provisions of this Ordinance, or the validity of its application to other persons or circumstances.

SECTION 5: The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 6: This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 27th 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, 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 13th day of February 2024, and was duly adopted at a regular meeting of said City Council on the 27th 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
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**
Adam Rush, Community Development Director

MEETING DATE: **February 27, 2024**

SUBJECT: **Second Reading and Adoption 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.**

RECOMMENDATION:

A Motion to Conduct the Second Reading and Adopt 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 Sections 15060(c)(2)-(3) and 15061(b)(3).

BACKGROUND:

The City Council conducted first reading of and introduced Ordinance 1598, as read by title only and without modifications, during the February 13, 2024 regular City Council meeting.

JUSTIFICATION:

California 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.

FISCAL IMPACT:

City staff and legal counsel time involved with preparation of ordinance and staff report is minimal. Adoption of this Ordinance will provide for greater cost recovery from code enforcement actions.

ALTERNATIVES:

1. Adopt Ordinance 1598.
2. Adopt Ordinance 1598, with minor clerical modifications.
3. Do not adopt Ordinance 1598.

ATTACHMENTS:

1. Ordinance 1598, Nuisance Abatement.docx

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.

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, 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 27th 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
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Emery Papp, Senior Planner** **Adam Rush, Community Development Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Second Reading and Adoption 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, 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 Housing Law; And Making a Determination of Exemption From the California Environmental Quality Act**

RECOMMENDATION:

Conduct second reading and adopt Ordinance 1600.

BACKGROUND:

At the February 13, 2024 City Council Meeting, the Council waived the full reading and introduced Ordinance No. 1600 as read by title only. Ordinance 1600 is presented for second reading and adoption.

In 2018, as part of the 5th Cycle Housing Element implementation, a new Very High Density Residential (VHDR) zone was created which allowed a density range from 19 to 24 units per acre. This zone was adopted by definition only, and no development standards or schedule of uses were adopted for this VHDR zone, nor were any real properties mapped to receive this designation.

On September 13, 2022, and again on October 11, 2022, the City Council held public hearings to introduce Ordinance 1584 and a second reading of Ordinance 1584 which rezoned 16 properties (12 VHDR, and 4 HDR), to achieve the City's Regional Housing Needs Assessment established for the City of Banning in the 6th Cycle Housing Element Update.

On January 9, 2024, the Banning City Council adopted the revised 6th Cycle Housing Element Update. In approving the Housing Element, the City Council was advised that a Zoning Text Amendment would be required to implement the State of California "default density" for affordable housing, set at a minimum of 30 units per acre; and other amendments to the Banning Municipal Code to implement State Housing Legislation and new Housing Element Programs contained within the 6th Cycle Housing Element. These amendments required by many of the the 30 Housing Element Programs 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 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. Adopt Ordinance 1600, as recommended.
2. Adopt Ordinance 1600, with clerical revisions only.
3. Remand to the Planning Commission for further discussion.
4. Provide alternative direction to staff.

ATTACHMENTS:

1. Ordinance 1600, Zoning Text Amendment.docx
2. NOE_ZTA_23-97503_FINAL.pdf
3. PHN_Ord_1600_ZTA_23-97503_Final.pdf
4. Ordinance 1600_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 10, 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 27th 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 27th day of February 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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:

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**

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

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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) BMS 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.

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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:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Introduction and First Reading of Ordinance 1601, An Ordinance of the City of Banning, California, Amending Sections 2.42.030(B), 2.42.040(A), 2.42.040(B)(2) of Chapter 2.42 (Youth Council) of Title 2 (Administration and Personnel) of the Banning Municipal Code to Modify the Composition of, the Meeting Times for, and the Quorum Requirements for the Banning Youth Council, and Making a Determination of Exemption from the California Environmental Quality Act**

RECOMMENDATION:

Introduce and conduct the first reading of Ordinance 1601, as read by title only.

BACKGROUND:

The City Council adopted Ordinance 1590 on July 11, 2023, establishing the Banning Youth Council. The Youth Council was established with a composition of nine members and a quorum consisting of majority of those nine members in attendance, including all vacancies.

Staff has been recruiting local 9th through 12th graders to serve on the Youth Council and while nine members is a goal, applications have come in at a slower pace than hoped. For that reason, staff recommends amending Section 2.42.030(B) of the Banning Municipal Code to modify the total membership of the Youth Council from nine members to between five to nine members. Additionally, staff recommends amending Section 2.42.040(B)(2) to state that a quorum of the Youth Council will consist of a majority of the members rather than a majority of the members, including any vacancies.

This change would allow for the Youth Council to conduct meetings, projects, and evaluate issues when there are anywhere between five to nine members appointed to the Youth Council.

Staff will continue to work with the local high schools to recruit and promote the Youth Council with the hope that the Council will be able to appoint up to the maximum nine members.

Lastly, staff is proposing to amend Section 2.42.030(A)(2) to modify the meeting time for the Youth Council from the third Tuesday of each month (excluding July and December) to the first Tuesday of each month (excluding July and December).

JUSTIFICATION:

This modification will allow for the Youth Council to meet, hear issues important to the City and City Council, and perform service in the community even if there are only currently five members appointed to the Youth Council.

FISCAL IMPACT:

No Fiscal Impact

ALTERNATIVES:

1. Waive full reading and introduce, as read by title only, Ordinance 1601.
2. Do not conduct the first reading and provide alternative direction to staff.

ATTACHMENTS:

1. Ordinance 1601, Banning Youth Council.docx

ORDINANCE 1601

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTIONS 2.42.030(B), 2.42.040(A), AND 2.42.040(B)(2) OF CHAPTER 2.42 (YOUTH COUNCIL) OF TITLE 2 (ADMINISTRATION AND PERSONNEL) OF THE BANNING MUNICIPAL CODE TO MODIFY THE COMPOSITION OF, THE MEETING TIMES FOR, AND THE QUORUM REQUIREMENTS FOR THE BANNING YOUTH COUNCIL, 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. Environmental Findings. The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act ("CEQA"), and has determined that the code amendments contained in this Ordinance are exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility these amendments may have a significant effect on the environment.

SECTION 2. Subsection (B) ("Composition and Compensation") of Section 2.42.030 ("Qualifications; Composition and Compensation; Appointment; Term; and Vacancies") of Chapter 2.42 ("Youth Council") of Title 2 ("Administration and Personnel") of the Banning Municipal Code is hereby amended to read as follows:

> "B. Composition and compensation. The youth council shall consist of a minimum of five members and maximum of nine members who shall not receive compensation."

SECTION 3. Subsection (A) ("Meeting Times and Place") of Section 2.42.040 ("Meeting Times and Place; Conduct of Meetings; Rules of Procedure; Staff Liaison") of Chapter 2.42 ("Youth Council") of Title 2 ("Administration and Personnel") of the Banning Municipal Code is hereby amended to read as follows:

> "A. Meeting times and place. The youth council shall meet on the first Tuesday of each month, except the months of July and December, at a regular time established by resolution of the youth council, at the City Council Chambers located at 99 E. Ramsey Street."

SECTION 4. Subsection (B)(2) of Section 2.42.040 ("Meeting Times and Place; Conduct of Meetings; Rules of Procedure; Staff Liaison") of Chapter 2.42 ("Youth Council") of Title 2 ("Administration and Personnel") of the Banning Municipal Code is hereby amended to read as follows:

> "2. A quorum of the youth council shall consist of a majority of the members (not including vacancies), whether the youth council is a five-, six-, seven-, eight-, or nine-member body at the time of a meeting. A quorum must be present in order for the youth council to hold a meeting."

SECTION 5. 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 6. 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 7. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, 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 1601 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 27th day of February 2024, and was duly adopted at a regular meeting of said City Council on the __th 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:	**Doug Schulze, City Manager**
MEETING DATE:	**February 27, 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

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 22nd day of June 2021 ("Effective Date"), between the Stagecoach Days Association, a California non-profit 501(c)(3) corporation (the "ASSOCIATION") and the City of Banning, a California municipal corporation (the "CITY"), to memorialize the agreement of the parties concerning their ongoing relationship for the purpose of conducting the Banning Stagecoach Days Event ("Stagecoach Days").

Recitals

WHEREAS, since 2010, the ASSOCIATION has organized, promoted, and conducted Stagecoach Days as an annual event and community celebration.

WHEREAS, the CITY and the ASSOCIATION desire to work in cooperation and partnership with each other to annually produce Stagecoach Days;

WHEREAS, the CITY seeks to continue support Stagecoach Days at a level that is consistent with recent years; and

WHEREAS, the ASSOCIATION and the CITY desire to enter into this MOU to delineate the parties' respective rights and obligations and define their relationship for Stagecoach Days.

Agreement

NOW THEREFORE, for these reasons, and in consideration of the conditions, covenants, and agreements set forth below, the ASSOCIATION and the CITY agree as follows:

1. RELATIONSHIP BETWEEN THE PARTIES

   The parties agree that the relationship of the parties is between two separate and independent entities. There is not a joint venture, partnership, employer-employee relationship or any principal-agent relationship.

2. EXCLUSIVITY

   The ASSOCIATION shall have exclusive operational and vending control over and within the geographic area and locations at which Stagecoach Days events will be conducted, as such geographic area and locations are defined in the event application and permits relating hereto. The CITY shall not (a) authorize or permit any other person or entity to conduct any other community event, or (b) grant any other person or entity a transient merchant license to conduct any type of business, within Dysart Park during the time period of two weeks before, two weeks after, and during Stagecoach Days, which begins the Friday after Labor Day and ends two (2) days later.

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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

DocuSign Envelope ID: C452AAA4-39FE-474B-A2FF-725F3361DB4A

Annually the ASSOCIATION agrees to provide to the CITY a report that includes essential details of the Stagecoach Days event in a format approved by CITY staff. Such a report will be deemed sufficient for properly processing a Special Event Application. All additional applicable licenses required by the CITY must be completed and submitted with the Special Event Application. All proposed activities must be submitted by the ASSOCIATION for approval by the CITY no later than forty-five (45) days prior to the first day of the event.

8. INDEMNIFICATION

To the fullest extent permitted by law, each party agrees to indemnify and hold harmless the other party, its governing board or body, officers, agents, and employees against any and all claims, damages, liabilities, injury expenses, demands, causes of actions, and judgments, including court costs and attorneys' fees, arising out of or resulting from the performance of this MOU and attributable to the other party's negligence or intentional acts of its officers, agents, or employees. Following a determination of the percentage of fault or liability by agreement between the parties or a court of competent jurisdiction, the party responsible for liability to the other will indemnify the other party to this MOU for the percentage of liability determined.

The parties agree this provision shall survive the expiration or termination of this MOU.

9. COMPLETE AGREEMENT

The parties agree that this MOU constitutes the entire agreement of the parties and that no prior agreement or representation, written or oral, shall be binding or of any force or effect. Further, this MOU may not be amended, modified, altered, or enlarged except in writing signed by the duly authorized representatives of the parties hereto.

10. AGREEMENT BINDING

The parties agree that this MOU shall be binding upon the successors and legal representatives of the parties hereto. Neither party shall assign this MOU or any of their respective rights, obligations, or interest in it.

11. TERM

The term of this MOU will be for three (3) years from the Effective Date, with a two-year automatic extension, unless a party gives written notice to the other party, not less than sixty (60) days prior to such anniversary date, that the

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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: **Lincoln Bogard, Administrative Services Director**
Lincoln Bogard, Administrative Services Director

MEETING DATE: **February 27, 2024**

SUBJECT: **Presentation by GHJ Advisors on the Results of the Forensic Investigation of the Electric Department for the Period of 01/01/2018 through 06/30/2023**

RECOMMENDATION:

Receive and file presentation by and report from GHJ Advisors on the results of the Forensic Investigation of the Electric Department for the period of 01/01/2018 through 06/30/2023.

BACKGROUND:

The Administrative Services Director requested a forensic investigation of the Electric Enterprise beginning in May 2023 and received approval from the City Manager in July 2023. The City Attorney's office engaged a forensic auditor, GHJ Advisors, to conduct Phases 1, 2, and 3 forensic investigation services. Phase 1 forensic investigation services included the performance of forensic accounting and investigative procedures to identify (1) areas of concern and (2) funds, accounts, and/or transactions for testing. The Phase 1 forensic investigation services assisted staff in the determination of cash flows and management of the Electric Enterprise. Phase 2 forensic services assisted in quantifying any potential losses or accounting irregularities that may have occurred, if any. Phase 3 investigations were based on the Council's request for additional investigations. The Council authorized additional Phase 3 investigation services by minute order during the January 9, 2024 regular City Council meeting.

JUSTIFICATION:

Staff recommended, and Council agreed, that transparency to the public is in the City's best interest. GHJ Advisors will present a report on the forensic investigation of the Electric Enterprise and their overall findings and recommendations from the investigation. The overall findings stated in the report are consistent with the vast majority of the conclusions reported to Council by the Administrative Services Director during the special City Council meeting held on August 15, 2023.

FISCAL IMPACT:

The Council has previously approved the forensic investigation of the Electric Enterprise by GHJ Advisors in an amount not-to-exceed $153,000.

ALTERNATIVES:

Receive and file a presentation by and report from GHJ Advisors on the results of the forensic investigation of the Electric Enterprise for the period of 01/01/2018 through 06/30/2023.

ATTACHMENTS:

1. GHJ Draft Report - Public Report 02212024.pdf

City of Banning - Electric Enterprise Fund

Forensic Investigation –
DRAFT Public Report

February 27, 2024

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We performed our Services in accordance with the Standards for Forensic Services established by the American Institute of Certified Public Accountants. Accordingly, we are not providing an audit, accounting or attest opinion as those terms are defined by Generally Accepted Government Auditing Standards ("GAGAS").

In addition, none of the findings or recommendations contained in this report are intended to provide legal advice.

Our work was limited to the specific procedures and analyses described herein and was based only upon information made available to GHJ as of February 27, 2024. Accordingly, changes in circumstances or information provided after February 27, 2024 could affect the findings contained in this report.

Our investigation included procedures to test transactions on a sample basis. The findings in this report are based on that sample of tested transactions. Our investigation was not designed to identify all transactions and/or instances of departures from the City's established purchasing and procurement policies.



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ASSIGNMENT

- GHJ was engaged by the City of Banning on August 7, 2023, to assist with an internal investigation following the City's discovery of a rapid decline in the Banning Electric Enterprise Fund ("BEU") financial position including a projected negative cash balance.
- Thomas Miller, the City's Electric Utility Director, was placed on administrative leave on July 31, 2023 pending the results of the City's internal investigation. The Electric Utility's cash balance declined during Mr. Miller's tenure from $22M in 2018 to ($9M) in 2023.
- The scope of GHJ's engagement covers Mr. Miller's tenure at the Electric Utility, from his hire date in February 2018 through present. Our review period spans from 2018 through June 2023.
- The objective of our engagement was to independently perform investigative procedures to determine the root cause(s) of the decline in the Electric Utility's financial condition and to perform investigative procedures to identify evidence of potential mismanagement and/or misconduct by Electric Utility personnel, including Mr. Miller.



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BACKGROUND

- During Q2 2023, the City's Administrative Services Director initiated an internal investigation after concerns were raised regarding the Electric Utility's cash balances during the financial closing process.
- The City's internal investigation identified the following:
  - The Electric Utility's available cash had a negative balance of approximately ($9M) as of June 30, 2023. The previous year's available cash balance was a positive $4M as of June 30, 2022.
  - Several vendors currently utilized by the Electric Utility have expired contracts.
  - Multiple instances of procedures not being followed regarding the processing of cash disbursements to vendors.
- Thomas Miller, the Banning Electric Utility Director, was placed on administrative leave on July 31, 2023.
- In August of 2023, GHJ was contacted by Lincoln Bogard, the City's Administrative Services Director, to discuss the results of the City's internal investigation.
- GHJ was engaged on August 7, 2023, to perform forensic procedures and assist with the City's internal investigation.

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PROCEDURES

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GHJ'S SUMMARY OF PROCEDURES

To date, GHJ has performed the following investigative procedures related to the 2018-2023 Period:

1. We were provided and reviewed the results of the City's preliminary internal investigation regarding BEU.
2. We performed a walk-through of the City's vendor approval processes.
3. We interviewed Thomas Miller, the City Manager, the Public Works Director, multiple BEU employees, and multiple Finance Department employees.
4. We conducted a site visit to Banning City Hall and several major electrical substations.
5. We reviewed relevant internal documents, such as the audited annual financial statements for the City, the organizational chart for the Electric Utility, the most recent Cost of Service study and capital needs assessment for BEU, BEU's contract with SCPPA, and recent task orders with SCPPA.
6. We performed analytical procedures over the General Ledger detail for the Electric Utility funds, such as identifying vendors and Capital Improvement projects with significant dollar spend.
7. We performed analytical procedures over the transaction detail for Mr. Miller's City-issued credit card, such as identifying transactions that appear to be related to travel and entertainment, transactions with large dollar amounts, and vendors with significant credit card purchase activity.
8. We performed analytical procedures over the Electric Utility funds as reported in the audited annual financial statements, such as common size analysis.
9. We performed analytical procedures over the Electric Utility's financial performance and compared it to similar municipal electrical utilities in California to gauge BEU's performance against comparable entities.
10. We selected and tested a sample of cash disbursement transactions for detailed testing, including a sample of credit card transactions charged for Public Benefit Fund-related transactions.

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GHJ'S SUMMARY OF PROCEDURES (CONTINUED)

11. We reviewed the terms of BEU's revenue bonds, including applicable covenants and continuing disclosure filings.

12. We reviewed historical budgets for BEU, including both operations and capital improvement budgets.

13. We reviewed SB1037 compliance reporting for BEU's Public Benefits Program fund.

14. We identified recent development projects within the City of Banning and interviewed City personnel regarding developer fees and City services provided.

15. We reviewed historical costs for major capital improvement projects for BEU.

16. We reviewed historical budgets and other publicly available documents for comparable municipal electric utilities.

17. Based upon direction from the City Attorney, we performed certain other procedures that are protected by legal privilege(s).

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FINDINGS

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OVERALL FINDINGS

- BEU has suffered from fiscal mismanagement.
  - BEU's negative available cash balance of ($9M) as of June 30, 2023, resulted primarily from BEU's failure to secure adequate financing for its large capital improvement projects and its failure to raise electric rates in the face of declining operating margins.
  - BEU's last electric rate increase was in 2013. BEU's sales and service revenues have declined from FY18 ($31M) to FY23 ($29M).
  - In FY2022, BEU's Operating Income (Loss) as a percentage of total revenue was -1% compared to an industry composite of 9%.
  - BEU's management has been executing on a multi-year initiative to upgrade existing systems and increase capacity, but no formal strategic plan has been drafted. In addition, BEU failed to adequately secure financing for the capital improvements.
  - BEU's most recent Capital Needs Assessment was completed in 2004.
  - BEU's most recent Cost of Service Study was completed in 2021 (using 2019 data).
    - The 2021 Cost of Service Study omitted the impact of planned Capital Improvements on cash reserves and rates.
    - BEU's 2021 Cost of Service Study resulted in adjustment to rates between commercial versus residential customers but was effectively revenue neutral.

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OVERALL FINDINGS (CONTINUED)

- BEU's negative cash position was not readily apparent given the lack of adequate monitoring of its cash position by BEU management.
  - From 2018 through 2023, BEU has spent over $20M on capital improvement projects.
  - Expenditures for Capital Improvements neglected to properly consider how improvements would be paid for/financed.
  - BEU's Capital Projects fund (673 - Electric Improvements) has had a negative cash balance since 2022. However, this deterioration in financial condition was not officially reported to the City Council until August 2023.

- BEU's operating and capital improvement budgets for FY21 through FY23 indicated that the utility would operate at a loss (deficit), with no clear explanation for how the deficit will be covered.

- During our detailed review over a sample of cash disbursement transactions (including credit card charges on Mr. Miller's City-issued credit card), GHJ identified numerous violations of the City's Purchasing and Procurement Policies by BEU, particularly with regards to obtaining P.O.'s for purchases, including $672k of Purchase Orders procured under BEU's relationship with SCPPA.

- Our investigation did not identify any material evidence of waste or abuse of Public Benefit Funds. However, we note that AB1890 is a broad statute which allows room for interpretation.

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OVERALL FINDINGS (CONTINUED)

- Our investigation did not identify any evidence of potential occupational fraud by any BEU personnel, including Mr. Miller. This includes:
  - No evidence of bribes or kickbacks
  - No evidence of inappropriate vendor/developer relationships
  - No evidence of undisclosed related party transactions
  - No evidence of employee or payroll related fraud
- Everyone interviewed indicated that Mr. Miller can be difficult to work with at times.
  - Those interviewed also indicated that Mr. Miller does not consistently work cooperatively and collaboratively with other City personnel, most notably the City's finance department.
  - Mr. Miller admitted that he has a bad temper.
- Without exception, all the BEU staff we interviewed characterized Mr. Miller as being an exceptional manager/leader. They also characterized Mr. Miller as being very knowledgeable and competent in his position as BEU's Director.
- Those interviewed indicated that there is an "us versus them" or "across the tracks" perception between City personnel and BEU personnel.
  - Those interviewed indicated that this animosity has existed for years and pre-dates Mr. Miller's tenure with the City. However, those interviewed also indicated that this issue has gotten worse under Mr. Miller's leadership.
- Mr. Miller is no longer employed by the City

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RECOMMENDATIONS

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RECOMMENDATIONS

- BEU's available cash balance was negative as of 06/30/2023. BEU should consider available financing (including both bridge financing and longer-term financing, such as bonds) to ensure sufficient cash and capital.

- BEU's budgets for FY21-FY24 forecasted deficits in both operations and capital improvements with no clear indication as to how the deficits would be financed. We recommend that when deficit spending is identified, the departmental leader for the corresponding fund should present a clear and concise recommendation to the City Council to address how the deficit(s) will be financed.

- BEU has not had a rate increase since 2013 and its operating margins have continued to deteriorate. BEU should consider a rate increase for both residential and commercial customers.

- BEU has not performed a cost-of-service study since 2021 (using 2019 data), which excluded capital improvements. BEU should conduct a new cost of service study which incorporates a capital needs assessment to ensure that the costs to complete contemplated capital improvements are also factored into the rate increase.

- BEU should prepare a formal strategic plan, including consideration of financing for any significant capital improvement projects.

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RECOMMENDATIONS (CONTINUED)

- BEU should proactively identify opportunities to charge developers for line extensions and/or developer fees when increasing service areas and/or upgrading electrical service. BEU should also ensure that the amounts charged are sufficient to cover the cost of extending and/or upgrading electrical service.

- While the City has published clear policies and procedures with regards to purchasing, there appears to be some ambiguity as to how has historically been applied to BEU.
  - The City should consider developing a written formal understanding between BEU and the City Finance team to clearly identify roles and responsibilities. We believe that a clear written policy directive is a good recommendation.
  - The written formal understanding should specifically address SCPPA task orders (e.g., stipulate that use of SCPPA-approved vendors is acceptable, subject to the City's established procurement policies).

- All of those interviewed indicated that the working relationship between BEU and other City departments appears strained and somewhat dysfunctional. We recommend that the City Council and the City Manager take steps to improve the working relationship between BEU and other City departments.

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Adam Rush, Community Development Director**

MEETING DATE: **February 27, 2024**

SUBJECT: **Consideration of Resolution 2024-32, 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:

Adopt Resolution 2024-32.

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 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 Habitat property located on Wilson Street, which was constructed, is 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 are 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 requested 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).

Reduction of revenues included in mid-year budget item.

ALTERNATIVES:

1. Adopt Resolution 2024-32.
2. Adopt Resolution 2024-32, with a modified fee waiver amount.
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.

ATTACHMENTS:

1. Resolution 2024-32, Habitat for Humanity.docx
2. LAND USE EXHIBITS.pdf
3. January 14, 2020 - CC Agenda Packet & Minutes.pdf

RESOLUTION 2024-32

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)

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 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-32, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of February 2024 by the following vote, to wit:

AYES:

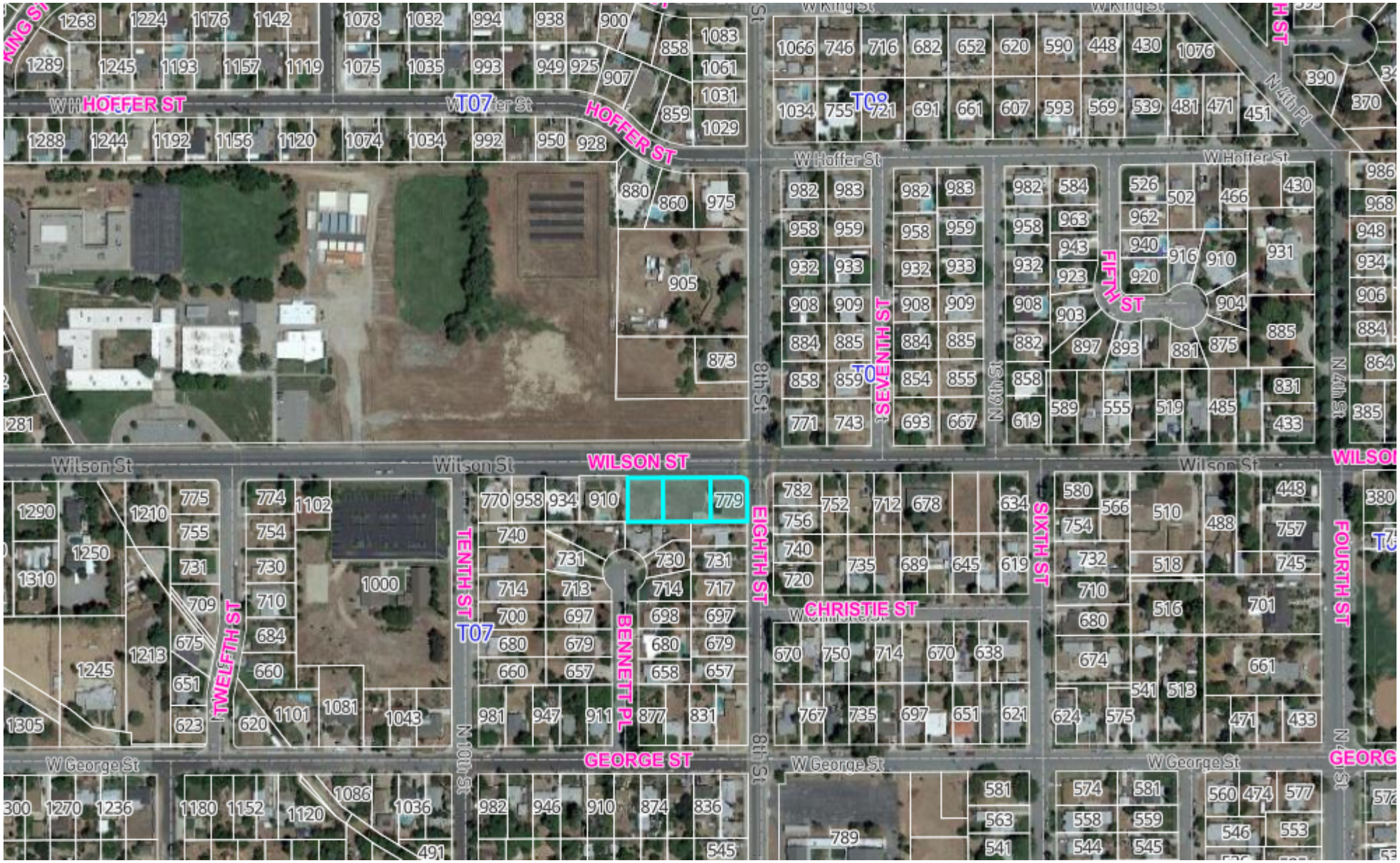
NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

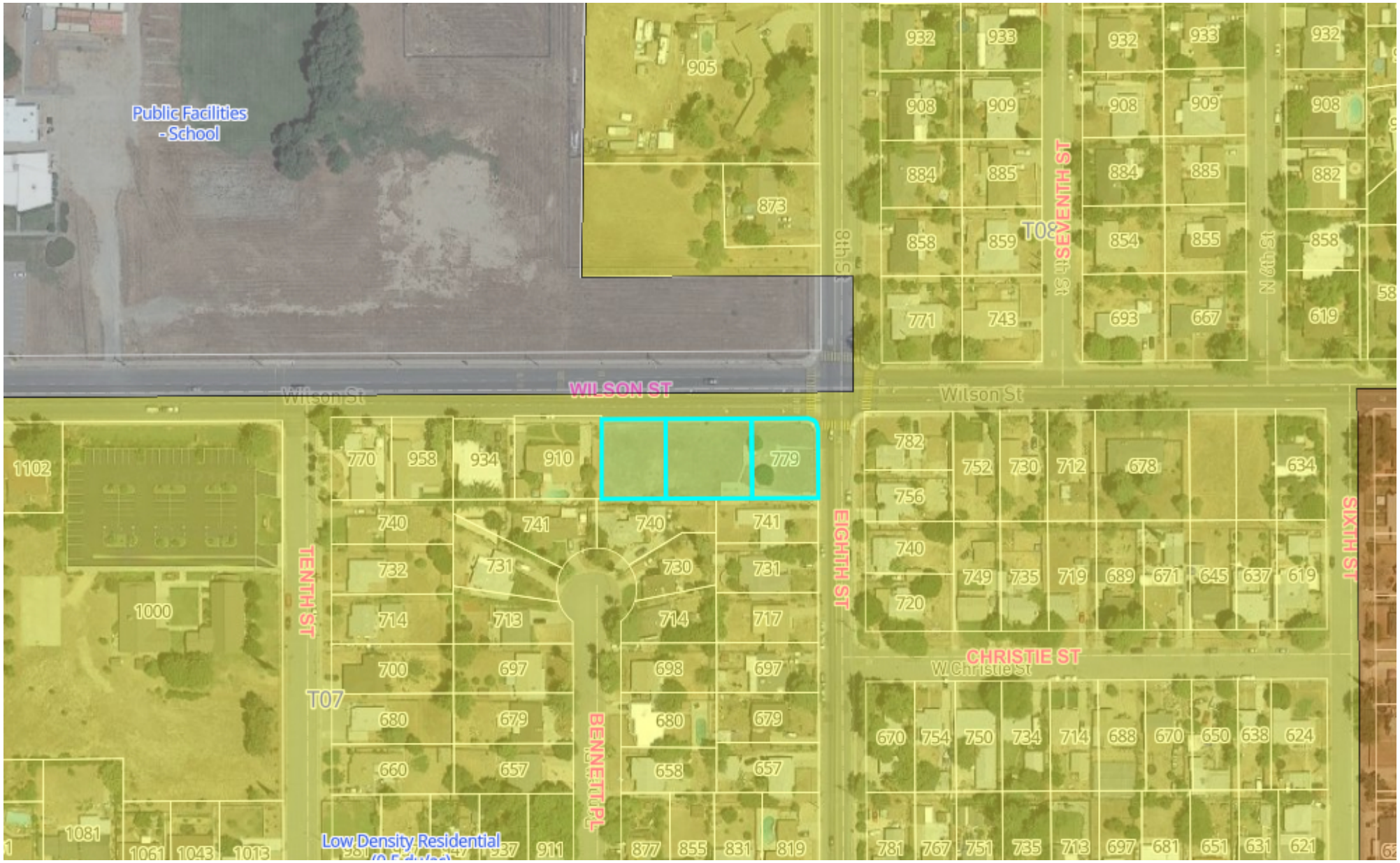
HABITAT-FOR-HUMANITY PROPERTIES



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.

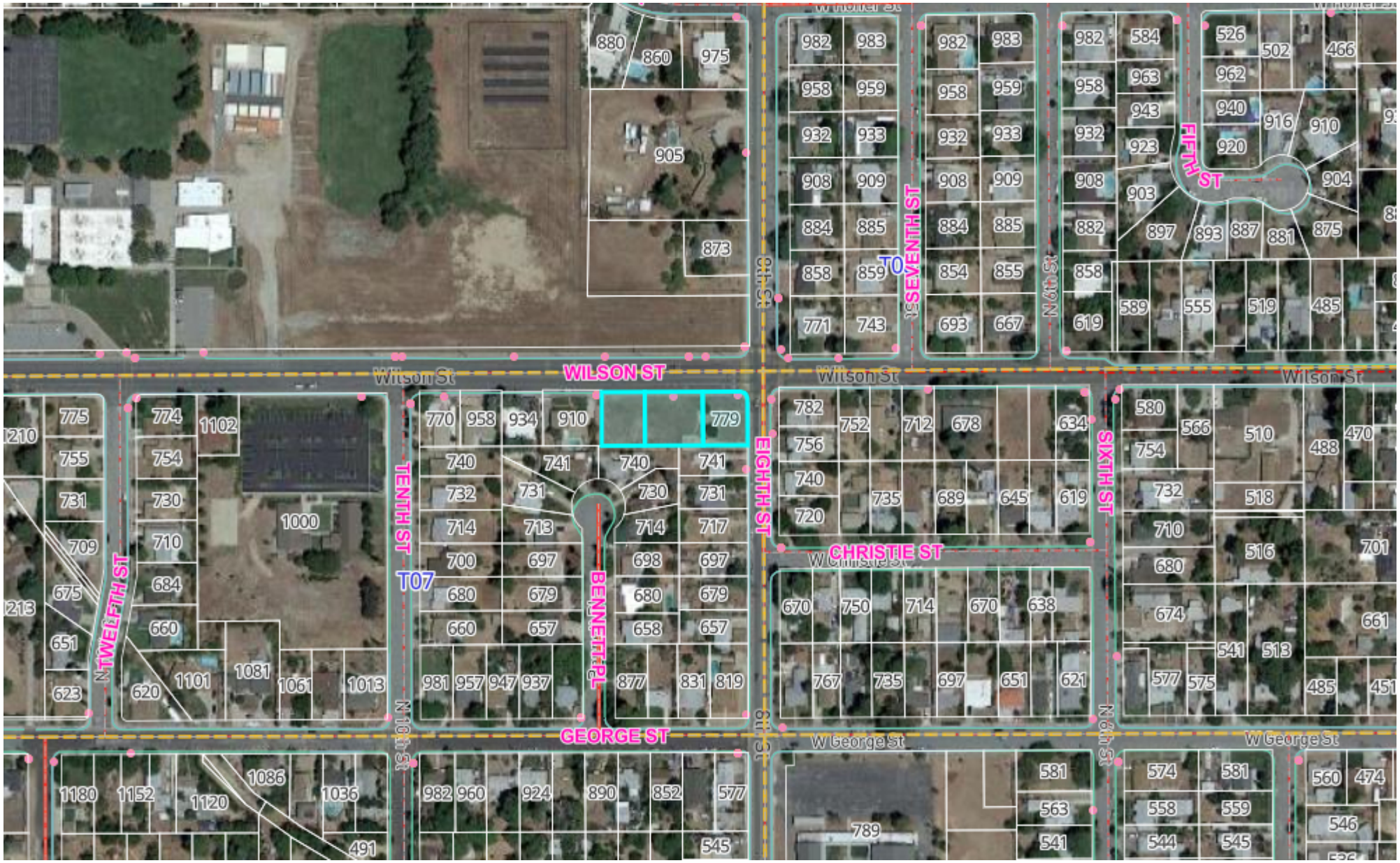
GENERAL PLAN LAND USE DESIGNATION/ZONING CLASSIFICATION



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.

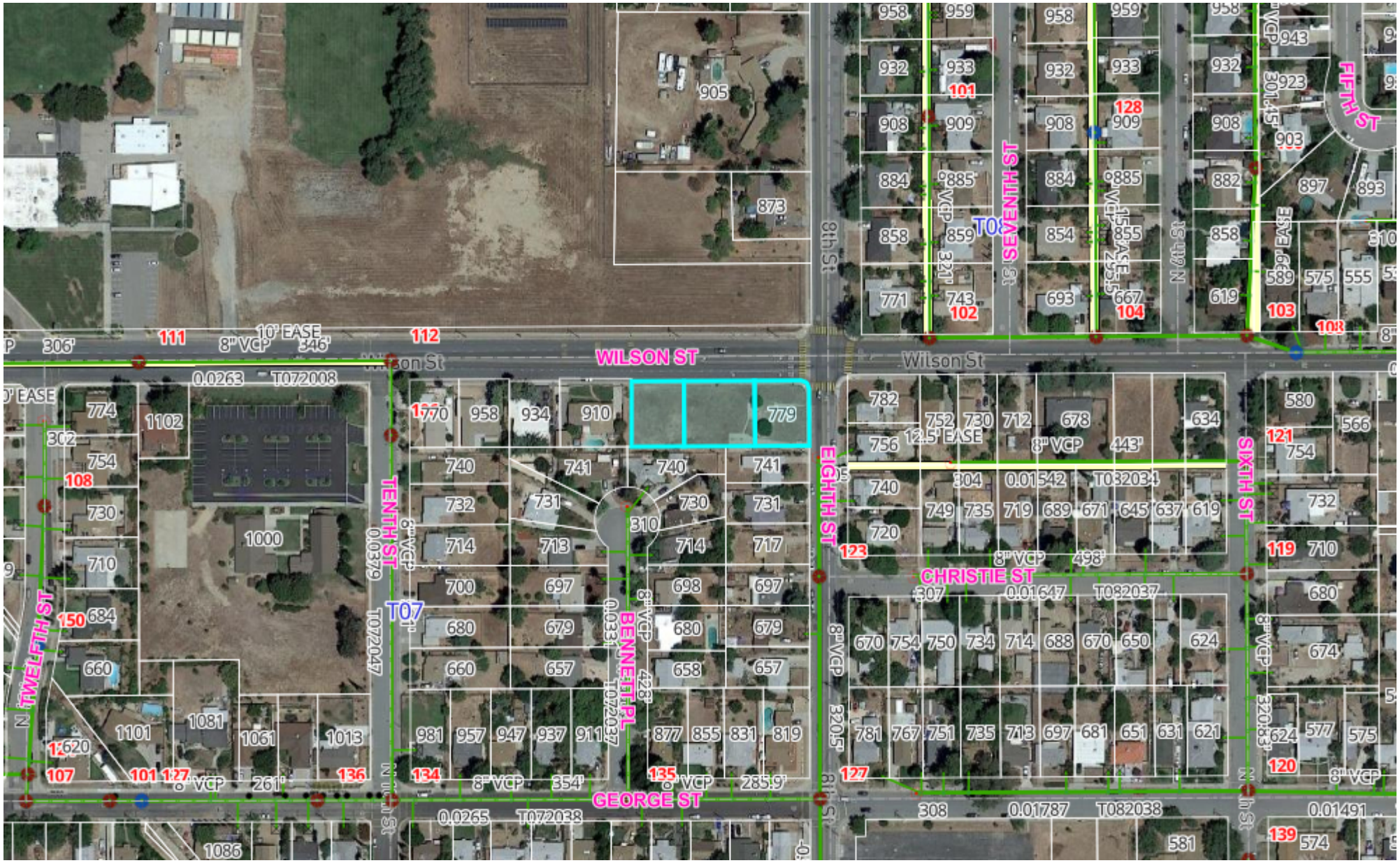
ROAD/STREET ASSESTS



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.

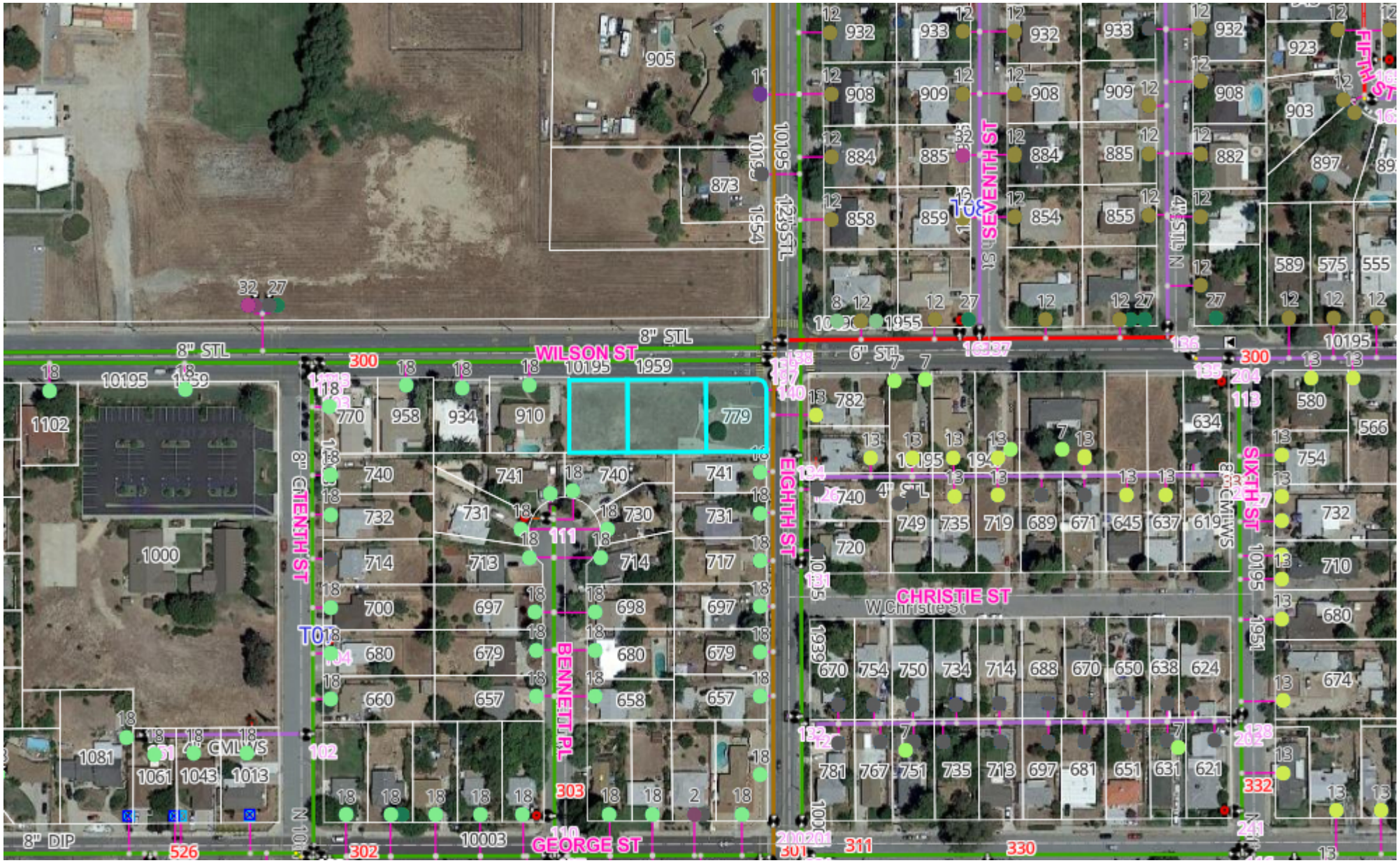
SEWER ASSESTS



1" = 243 ft	SWC (8th St. & Wilson St.)	12/29/2023	

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

WATER ASSETS



1" = 219 ft	SWC (8th St. & Wilson St.)	12/29/2023	City of BANNING

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

CITY OF BANNING
CITY COUNCIL REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

MEETING DATE: **January 14, 2020**

SUBJECT: **Resolution 2020-8, Authorizing Waiver of Fees for Habitat for Humanity to construct a Single-Family Residence (SFR) located at Lot No. 17 (APN: 541-042-010), Wilson St. in the City of Banning, CA**

RECOMMENDED ACTION:

Staff recommends the City Council adopt Resolution 2020-8, authorizing waiver of fees for Habitat for Humanity to construct a SFR at Lot No. 17; which is located on Wilson St. in the City of Banning.

BACKGROUND:

Habitat for Humanity is a not for profit organization that specializes in refurbishing and constructing new homes for low income residents in the community. Habitat for Humanity has been engaged in the San Gorgonio Pass Area for the past nineteen years.

This not for profit has completed several homes within the City of Banning and recently engaged on another property; which is referenced herein. During the September 10, 2018 City Council meeting, an affordability covenant was executed to cover the cost of the fee waiver for a previous property; however, this funding source is no longer available to the City.

The requested fee waiver would incorporate the City's application fees for Plan Check Review, Permits, Inspections, and Development Impact Fees (DIF). The application of the WRCOG TUMF and WRMSHCP related impact fees are likely not applicable or waived based upon the implementing ordinances, respectively; however, the City does not administer either of these fee programs and the Community Development Department only collects the MSHCP impact fees as a "pass through" to the Regional Conservation Authority (RCA).

The total fee estimate is calculated by staff to be approximately $20,000; which is inclusive of the fees referenced above. This amount is only an estimate as plans have

yet to be transmitted for plan check, inspections have not been conducted, and construction has not commenced.

JUSTIFICATION:

The Governor has declared a "Housing Crisis" and signed 18 bills to increase housing production across all income categories in California. The provision of low cost and Affordable Housing is in short supply and the addition of new housing construction to the City's existing housing stock provides for a wide range of economic benefits.

FISCAL IMPACT:

The fee waiver will have an impact to the City's General Fund in the amount of approximately $20,000 realized within Fiscal Year 19/20.

OPTIONS:

1. Approve as recommended.
2. Do not approve and provide alternative direction.

ATTACHMENT:

1. Resolution 2020-8
   https://banningca.gov/DocumentCenter/View/6796/Attachment-1---Resolution-2020-8

2. Fee Estimate Detail
   https://banningca.gov/DocumentCenter/View/6795/Attachment-2---Fee-Estimate-Detail

Approved by:

Douglas Schulze
City Manager

John Hagan asked if there were certain criteria required (i.e. live in the district for 90 days).

The City Attorney explained that the only requirement is to be a registered voter living in District 2 of the City of Banning.

Councilmember Welch provided some timeline information and recommended an informational workshop for anyone interested in applying.

The City Manager indicated he will also prepare a notice to mail out to District 2 registered voters.

A motion was made by Councilmember Happe, seconded by Councilmember Welch, to advertise and recruit a qualified candidate from District 2 for appointment to fill the vacancy until a candidate is elected during the regular election on November 3, 2020. Electronic vote was taken as follows:

AYES: Andrade, Happe, Wallace & Welch
NOES: None
ABSTAIN: None
ABSENT: None

Action: Advertise and recruit to fill the vacancy in District 2.

2. Resolution 2020-8, Authorizing Waiver of Fees for Habitat for Humanity to Construct a Single-Family Residence (SFR) Located at Lot No. 17(APN: 541-042-010), Wilson Street

Amy Minjares, Executive Director at Habitat for Humanity thanked the Council for their consideration (Attachment 10).

A motion was made by Councilmember Welch, seconded by Mayor Andrade, to adopt Resolution 2020-8, authorizing waiver of fees for Habitat for Humanity to construct a SFR at Lot No. 17, which is located on Wilson Street in the City of Banning. Electronic vote was taken as follows:

AYES: Andrade, Happe, Wallace & Welch
NOES: None
ABSTAIN: None
ABSENT: None

3. Statement of Investment Policy

Administrative Services Director Jennifer Christensen provided a presentation for this item (Attachment 11). She pointed out that the policy included in the agenda packet

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Modifying the City of Banning's Public Hearing Notice Requirements for Development Applications**

RECOMMENDATION:

Discuss and Consider Modifications to the City of Banning's Public Hearing Notice Requirements for Development Applications, as specified by Banning Municipal Code Chapter 17.68, and Provide Direction to the Community Development Director.

BACKGROUND:

The City Council and the Planning Commission each act in their individual capacities as decision-making bodies (or a recommending body in some instances for the Planning Commission) for zoning and development applications authorized under Title 17 of the Banning Municipal Code (BMC), otherwise referred to as the "Zoning Code." These types of applications are unique in the sense that they require detailed noticing procedures that are specified under California State Planning and Zoning Laws (Government Code Sections 65090, 65091, and 66451.3, to name a few).

Planning and Zoning Laws state that the Council can provide for more notice than the minimum requirements. For example, if the minimum State law requires mailing to a 300-foot radius, the Council can choose to go beyond that and notify property owners in a larger radius like 500 or 1,000 feet. Or if State law requires a minimum of 10-days advance notice of a hearing, the Council can expand that and require 15-days advance notice.

The City's Zoning Code incorporates the minimum requirements established under State law. Project types that require public notification currently include the following application types (See Title 17 of the BMC):

- General Plan Amendments (GPA)
- Specific Plans (SP)
- Specific Plan Amendments (SPA)
- Zone Changes (ZC)
- Zoning Text Amendments (ZTA)
- Development Agreements (DA)
- Conditional Use Permits (CUP)
- Design Review (DR)
- Tentative Parcel Maps (TPM)
- Tentative Tract Maps (TTM)
- Appeals of Director's Decision to Commission (CD-Appeal)
- Appeals of Commission Decision to Council (PC-Appeal)

- Surface Mining Permits (SMP)
- Reclamation Plans (RCL)
- Street/Road Vacations (Vacation)
- Variances (follows "parent" case)

While this list represents the majority of planning project applications that the City currently processes, it is not exhaustive as additional applications are considered "Ministerial" or "Administrative." Meaning, these types of applications are processed in a similar technical manner but they do not require a public hearing before the either the City Council or the Planning Commission in order to be reviewed and acted on.

Recently, the City Council requested that Community Development staff research alternatives and explore options to enhance the City's community engagement procedures for planning projects. Staff has contacted eleven (11) other Cities, but only received feedback from six (6) of them detailing their community engagement procedures.

However, prior to exploring potential changes the City could implement, a brief summary of the existing procedures is provided for reference:

- Applications must be processed in a manner consistent with Government Code Sections 65090, 65091, and 66451.3.
- Public notice must be given at least 10 days prior to the scheduled public hearing date (all days measured in calendar days).
- Public notice must be mailed to the owner of the subject real property or the owner's authorized agent at least 10 days prior to the hearing.
- Notification is required by two (2) methods:
    - (1) Publication in the Record Gazette newspaper (the City is required to use this paper by law); and
    - (2) Mailing of public notices to all property owners within a 300-foot radius of the subject property, postmarked at least 10-days prior to said hearing.
        - Each notice must state the nature of the request, the location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body. ***Notice is deemed received two (2) days after date of postmark***.

If the Council wishes to enhance the City's community engagement procedures, then the variety and combination of options is plentiful. As discussed, the minimum mailing radius is 300-feet, as required by State law; however, the City can expand this radius to 500 or 1,000-feet from the project boundary. The property owner labels are already prepared by the project applicant's Title Agent, so requesting an expanded boundary is not difficult.

As previously mentioned, the minimum timeframe in which a public notice must be postmarked is 10-days; however, the Council can increase this timeframe, say to 14 days. *It should be noted that CEQA notification timelines already increase notification timeframes for comments on environmental documents to either 21 or 30-days depending on the particular action*.

Alternatively, the City may add an additional requirement of posting a "large-format" message board containing the same information required on the public notice, i.e., Project Name, Location, Date and Time of Hearing, etc. This message board could be a 4'x8' board, mounted on wooden 4"x4" studs, sunk into the ground, and required to remain for the duration of the public notice period.

In addition, some other options that could be added to these new procedures would be the notification of tenants that live within a predetermined boundary from a project site. These situations existing "in-mass" if an apartment building or mobile home complex is situated within the radius notification distance from the Application.

While notification of tenants is a primary concern of the Council, it remains the most logistically difficult method of delivery as a comprehensive list of all tenants does not exist from a government issued source. Further research is necessary to explore the feasibility of this notification method.

Lastly, many cities contacted by staff indicated that a standard requirement for development applications is to post notices on City-sponsored Social Media Pages and/or Message Boards. With the addition of a Communications Manager, the City offers social media posts for Projects of Regional Importance, e.g., General Plan Updates, Specific Plans, etc., but it is not a standard practice that applyies to all development applications.

Below is a spreadsheet of the Cities contacted and a summary of their notification procedures:

Public Notice Process- Surrounding Cities

City Name	Pop(2021)	Phone #	Newspaper	Mail to PO
Banning	30,273	(951) 922-3125	Yes	Yes-300ft-10days
Norco	26,077	(951) 270-5661		
Hemet	90,436	(951) 765-2375		
Wildomar	37,189	(951) 677-7751 ext 203		
Desert Hot Springs	32,716	(760) 329-6411	Yes	Yes-300ft-10days
San Jacinto	55,290	(951) 487-7330	Yes	Yes-300ft-10days
Calimesa	10,893	(909) 795-9801		
La Quinta	38,181	(760) 777-7023	Yes	Yes-500ft-10 days
Eastvale	71,375	(951) 703-4460	Yes	Yes-300ft-14days
Yucaipa	54,739	(909) 797-2489	Yes	Yes-300ft-14days
Jurupa Valley	106,941	(951) 332-6464 ext 134		
Palmdale	165,761	(626) 267-5200	Yes	Yes & Tenants -500/700/1000

JUSTIFICATION:

Intent and purpose. It is the intent of this discussion to enhance the City's Community Engagement Plan, increase transparency with the public, and provide more opportunities for public input, discourse, and participation. The intended purpose of requiring developers to present and engage in a public outreach during the entitlement process is to address potential issues of concerns with the public prior to an approval of their Project.

Scope of regulations. The updated Ordinance provisions that result from any Council direction received must be applied to establish policies related the City's Public Notice and Hearing Procedures.

FISCAL IMPACT:

The preparation of this Staff Report was prepared by the Community Development Director under the normal course of duties and responsibilities. No additional costs were incurred.

If and when the City Council initiates a Zoning Text Amendment (ZTA) to modify and incorporate changes to the City's Public Notice and Hearing Procedures, an Ordinance will need to be drafted by the City Attorney's Office, reviewed by the Community Development Department and the City Manager and then scheduled before the Planning Commission at a public hearing for their review, input, and recommendation to the City Council.

At the time that an Ordinance is considered by the Council, another public hearing will occur and the Introduction of the First Reading, and then the Second Reading is required. This process will require the support of City Staff (namely the Community Development Department, Deputy City Clerk, City Attorney, and City Manager).

While a specific dollar amount is unknown at this time, preliminary estimates are calculated at approximately:

- $5,000 to $12,500 in legal costs; and
- $7,500 to $15,000 in total staff support costs

The anticipated timeframe for this entire process is approximately six (6) to eight (8) months.

Both the costs and timeframe are ***widely subject to change***, based upon the degree and complexity of input requested by the City Council.

ALTERNATIVES:

1. Provide direction to staff regarding additional research, but delay initiation of the amendment.
2. Continue this item off calendar and without discussion.

ATTACHMENTS:

1. Chapter_17.68___HEARINGS_AND_APPEALS.docx
2. Public Notice_SurrAreas.pdf

Chapter 17.68 HEARINGS AND APPEALS

17.68.010 Purpose.

These provisions specify procedures for hearing before the Council, Commission and Director and appeals of any requirement, decision or determination made by the Director or the Commission.

(Zoning Ord. dated 1/31/06, § 9117.01.)

17.68.020 Application processing.

A. Applications shall be reviewed and processed in a manner consistent with the provisions of the California Government Code Sections 65090, 65091, and 66451.3.

B. Not less than 10 days before the date of a hearing, public notice shall be given of such hearing by each of the following methods:

1. By publication once in a newspaper of general circulation within the City. The notice shall state the nature of the request, the location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body.

2. a. By mailing, 10 days prior to said hearing, postage prepaid, to the owners of property within a radius of 300 feet of the exterior boundaries of the property involved in the application, using for this purpose the last known name and address of such owners as shown upon the current tax assessors records. For properties zoned R/A, R/A/H, RR, RR/H, notice shall be sent to the owners of property within a radius of 1,200 feet f the exterior boundaries of the property involved in the application. Notice is deemed received 2 days after date of postmark. The list of property owners addresses shall be typed on gummed labels, together with required postage. The list shall be prepared and certified by a title insurance company, civil engineer or surveyor licensed to practice in California.

b. The notice shall state the nature of the request, location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body; or, in the event that the number of owners and tenants to whom notice would be sent is greater than 1000, notice may be given at least 10 days prior to the hearing by placing a display advertisement of at least ⅛ page in the newspaper having the greatest circulation within the area affected by the proposed action. The notice shall state the nature of the request, the location of the property (text or diagram), the date, time, and place of the scheduled hearing, and the hearing body; and

3. By mailing, 10 days prior to said hearing, postage prepaid, to the owner of the subject real property of the owner's authorized agent. The notice shall state the nature of the request, the location of the property (text or diagram, the date, time, and place of the scheduled hearing, and the hearing body. Notice is deemed received 2 days after date of postmark.

(Zoning Ord. dated 1/31/06, § 9117.02.)

17.68.030 Director investigation.

The Director shall make an investigation of facts bearing on the case to provide the information necessary for action consistent with the intent of this Zoning Ordinance and the General Plan. The Director shall report the findings to the Commission or Council, as appropriate.

(Zoning Ord. dated 1/31/06, § 9117.03.)

17.68.040 Hearing procedure.

Hearings as provided for in this chapter shall be held at the date, time and place for which notice has been given as required in this chapter. The summary minutes shall be prepared, and audiotape made and filed in the Department. Any hearing may be continued provided that prior to the adjournment or recess of the hearing, a clear announcement is made specifying the date, time, and place to which said hearing will be continued.

(Zoning Ord. dated 1/31/06, § 9117.04.)

17.68.050 Notice of decision—Director.

The Director shall announce and record his/her respective decisions at the conclusion of each required hearing. The decision shall set forth applicable findings and any conditions of approval. Following the hearing a notice of the decision and any conditions of approval shall be mailed to the applicant at the address shown upon the application.

(Zoning Ord. dated 1/31/06, § 9117.05.)

17.68.060 Notice of decision—Commission.

A. The Commission shall announce and record its decision at the conclusion of the public hearing. The decision shall set forth the findings of the Commission together with all required conditions of approval deemed necessary to mitigate any impacts and protect the health, safety and welfare of the community.

B. Following the Hearing, a notice of the decision of the Commission, and any conditions of approval shall be mailed to the applicant at the address shown upon the application. A copy of the decision, with all applicable conditions of approval, shall be forwarded to the Mayor and City Council.

(Zoning Ord. dated 1/31/06, § 9117.06.)

17.68.070 Notice of decision—Council.

The Council shall announce and record its decision at the conclusion of the public hearing. The decision shall set forth the findings of the Council and conditions of approval deemed necessary to mitigate any impacts and protect the health, safety and welfare of the City.

(Zoning Ord. dated 1/31/06, § 9117.07.)

17.68.080 Effective date.

Director and Commission approved permits shall become effective upon approval, unless appealed. Specific Plans, General Plan Amendments, and Maps approved by the Council shall become effective upon approval.

Development Code Amendments and Zoning text and map Amendments shall become effective 30 days following the final date of action (i.e., adoption) by the Council. The letter of approval shall constitute the permit, and the resolution or ordinance shall constitute the amendment.

17.68.090 Appeal of action.

Any determination or action taken by the Director may be appealed to the Commission. In a similar manner, any action taken by the Commission to approve or disapprove an application may be appealed to the Council.

(Zoning Ord. dated 1/31/06, § 9117.09.)

17.68.100 Filing of appeals.

All appeals shall be submitted to the Department on a City application form, and shall specifically state the basis of the appeal. Appeals shall be filed with the Department within 15 days following the final date of action for which an appeal is made. Appeals shall be accompanied by a filing fee as specified in Chapter 17.48, Applications and Fees.

(Zoning Ord. dated 1/31/06, § 9117.10.)

17.68.110 Notice of appeal hearings.

Notice of an appeal hearing shall conform to the manner in which the original notice was given. The appellant shall be responsible for all noticing materials required in the original application.

(Zoning Ord. dated 1/31/06, § 9117.11.)

17.68.120 Effective date of appealed actions.

An action of the Director appealed to the Commission shall not become final unless and until upheld by the Commission. An action of the Commission appealed to the Council shall not become final unless and until upheld by the Council.

(Zoning Ord. dated 1/31/06, § 9117.12.)

17.68.130 Reapplication.

When an application for a permit or amendment is denied, no application for the same or substantially same permit or amendment shall be filed in whole, or in part, for the ensuing 12 months except as otherwise specified at the time of denial. The Director shall determine whether the new application is for a permit or amendment which is the same or substantially the same as a previously denied permit or amendment.

(Zoning Ord. dated 1/31/06, § 9117.13.)

17.68.140 Reconsideration.

If more complete or additional facts or information, which may affect the original action taken on an application by a review authority are presented, the review authority may reconsider such action taken, if a request for reconsideration is filed with the department within fifteen days following the final date of action. If a public hearing was required in the original review process, another public notice as specified in Section 17.68.020

shall be made prior to the reconsideration of the review authority, and all costs associated with the reconsideration shall be paid by the applicant.

(Zoning Ord. dated 1/31/06, § 9117.14.)

(Ord. No. 1510, § 3(2), 9-11-17)

Public Notice Process- Surrounding Cities

City Name	Pop(2021)	Phone #	Newspaper	Mail to PO	Website	Other
Banning	**30,273**		**Yes**	**Yes-300ft-10days**		
Norco	26,077	(951) 270-5661				**DID NOT RESPOND**
Hemet	90,436	(951) 765-2375				**DID NOT RESPOND**
Wildomar	37,189	(951) 677-7751 ext 203				**DID NOT RESPOND**
Desert Hot Springs	32,716	(760) 329-6411	Yes	Yes-300ft-10days	Yes	NA
San Jacinto	55,290	(951) 487-7330	Yes	Yes-300ft-10days	Yes	NA
Calimesa	10,893	(909) 795-9801				**DID NOT RESPOND**
La Quinta	38,181	(760) 777-7023	Yes	Yes-500ft-10 days	Yes	Posted on Message Board-CH & Post Office- Enotifcations for non public hearing notices
Eastvale	71,375	(951) 703-4460	Yes	Yes-300ft-14days	Yes	Posted on Message Board-CH
Yucaipa	54,739	(909) 797-2489	Yes	Yes-300ft-14days	Yes-GIS map	GIS map update w/plans- Project complete city contacts neighborhood for comments- Only project site sign notice Multi-family
Jurupa Valley	106,941	(951) 332-6464 ext 134				**DID NOT RESPOND**
Palmdale	165,761	(626) 267-5200	Yes	Yes & Tenants -500/700/1000ft-10/14days	No	Posted on 4 Message Boards + 10/20 day project site posting

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Lincoln Bogard, Administrative Services Director**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolutions 2024-38, 2024-03 UA, and 2024-03 SA, Approving and Adopting the Mid-Year 2023-24 Budget for Fiscal Period July 1, 2023 through June 30, 2024, for the City, Utility Authority and Successor Agency**

RECOMMENDATION:

Adopt Resolutions 2024-38, 2024-03 UA, and 2024-03 SA.

BACKGROUND:

FY 2023-24 Recommended Mid-Year Budget

See the saved views in the budget report attached. Click on any segment in any view to drill into that section of results. Below the graphical charts at the top of each view is the numerical data from the dataset shown. Those groupings can also be expanded by clicking on the carats on the left hand side of the rows until the individual line item data is shown.

See attachments for budgeted totals and details.

The General Fund is now expecting a net income of approximately $309 thousand. Staff identified close to $2 million in Community Development fees from previous years that were calculated incorrectly and are being billed at this time. Most developers have been receptive to the billing of fees according to the fee schedules in place at the time. Any fees challenged by the developers will be taken to the consulting firm that performed the original calculations in error. Staff also reappropriated $700 thousand in American Rescue Plan Act funds from a Public Works capital project to Public Safety salaries due to the fact that the project is not expected to achieve appropriation by the deadline of December 31, 2024.

Salaries and Benefits for the General Fund comprise 58.07% of all expenditures due to the fact that activities are primarily service based and labor intensive. Citywide Salaries and Benefits only comprise 21.73% of overall expenses.

JUSTIFICATION:

Not applicable.

FISCAL IMPACT:

No fiscal impact at this time. Current expectations are slightly below than the adopted budget. Current estimated net income for the fiscal year after mid-year adjustments is $309 thousand, down from an adopted budget estimated net income of $621 thousand and up from the current budgeted net loss after Council appropriations this year of ($1.29 million).

ALTERNATIVES:

1. Adopt Resolutions 2024-38, 2024-03 UA, and 2024-03 SA.
2. Do not adopt Resolutions 2024-38, 2024-03 UA, and 2024-03 SA, and provide direction to staff.

ATTACHMENTS:

1. Resolution 2024-38, Mid-Year Budget Adjustments.docx
6. Exhibit A, Mid Year Budget.pdf
3. Exhibit B - Classification and Compensation
4. Exhibit C - City of Banning Full Cost Allocation Plan FY 23-24
5. Resolution 2024-03 SA, Mid Year Budget Adjustments.docx
6. Resolution 2024-03 UA, Mid Year Budget Adjustments.docx

RESOLUTION 2024-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AND ADOPTING THE MID-YEAR 2023-2024 BUDGET FOR THE FISCAL PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN

WHEREAS, the Administrative Services Director prepared the Mid-Year budget plan for Fiscal Year 2023-24 which set forth all of the expected revenue of the City of Banning, and the recommended appropriations to meet the operating and capital expenses for all City of Banning funds; and

WHEREAS, the Mid-Year budget for Fiscal Year 2023-24 of the City of Banning has been submitted to this Council, and said budget has been considered and, is in form and substance satisfactory to this Council; and

WHEREAS, the City departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the City Manager; and

WHEREAS, the City may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by Council; and

WHEREAS, the City departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of the City Council. During Mid-Year the City wishes to add a Deputy Water/Wastewater Director, Deputy Electric Director and Community Development Operations Manager in addition to Re-funding a Budget and Financial Analyst; and

WHEREAS, certain capital projects, programs and commitments have been approved for appropriation in Fiscal Year 2022-2023, the Administrative Services Director shall be authorized to carry over appropriation budgets for these items as approved by the City Manager; and

WHEREAS, it is essential that the City of Banning adopt a budget plan establishing the revenues and expenditures for all of its governmental, proprietary and fiduciary funds in accordance with the adopted budget and fiscal policies.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council approves and adopts the Mid-Year Budget for the City of Banning, for fiscal period July 1, 2023 through June 30, 2024, as summarized in the fund summary and in the form on file with the City Clerk.

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 27th 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 2024-38, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
FY 2023-24 Mid-Year Budget Reports

EXHIBIT B
Classification and Compensation

EXHIBIT C
Full Cost Allocation Plan FY 23-24

Fund Budgets

Funds	Fund Type	Fund Description	Sum of Original Budget Revenue	Sum of Original Budget Expense	Sum of Adjustments Revenue	Sum of Adjustments Expense	Sum of Recommended Revenue	Sum of Recommended Expense	Total Sum of Original Budget	Total Sum of Adjustments	Total Sum of Recommended
001	001 - GENERAL FUND	GENERAL FUND	27,052,454.00	(30,211,109.00)	5,067,221.00	(1,669,969.00)	32,119,675.00	(31,881,078.00)	(3,158,655.00)	3,397,252.00	238,597.00
002	001 - GENERAL FUND	DEVELOPER DEPOSIT FUND	390,229.00	(197,434.00)	(75,000.00)	(4,484.00)	315,229.00	(201,918.00)	192,795.00	(79,484.00)	113,311.00
005	001 - GENERAL FUND	ADMIN ALLOWANCE FUND	250,000.00	(9,323.00)	0.00	(374.00)	250,000.00	(9,697.00)	240,677.00	(374.00)	240,303.00
100	100 - SPECIAL REVENUE FUNDS	GAS TAX STREET FUND	1,926,573.00	(3,621,805.00)	(87,177.00)	570,843.00	1,839,396.00	(3,050,962.00)	(1,695,232.00)	483,666.00	(1,211,566.00)
101	100 - SPECIAL REVENUE FUNDS	MEASURE A STREET FUND	1,154,800.00	(1,899,672.00)	121,200.00	25,012.00	1,276,000.00	(1,874,660.00)	(744,872.00)	146,212.00	(598,660.00)
102	100 - SPECIAL REVENUE FUNDS	RMRA (SB1) GAS TAX FUND	763,287.00	(1,602,280.00)	(15,089.00)	12,764.00	748,198.00	(1,589,516.00)	(838,993.00)	(2,325.00)	(841,318.00)
110	100 - SPECIAL REVENUE FUNDS	CDBG FUND	200,000.00	(978,621.00)	0.00	3,912.00	200,000.00	(974,709.00)	(778,621.00)	3,912.00	(774,709.00)
111	100 - SPECIAL REVENUE FUNDS	LANDSCAPE MAINTENANCE FUND	239,769.00	(326,821.00)	(88,926.00)	167,434.00	150,843.00	(159,387.00)	(87,052.00)	78,508.00	(8,544.00)
132	100 - SPECIAL REVENUE FUNDS	AIR QUALITY IMPROVEMENT FUND	42,293.00	(126,257.00)	6,707.00	(143.00)	49,000.00	(126,400.00)	(83,964.00)	6,564.00	(77,400.00)
140	100 - SPECIAL REVENUE FUNDS	ASSET FORFEIT-POLICE FUND	565.00		(535.00)		30.00		565.00	(535.00)	30.00
148	100 - SPECIAL REVENUE FUNDS	SUPPLEMENTAL LAW ENFORCEMENT FUND	706.00	(21,884.00)	6,294.00	0.00	7,000.00	(21,884.00)	(21,178.00)	6,294.00	(14,884.00)
150	100 - SPECIAL REVENUE FUNDS	STATE PARK BOND ACT FUND		(89.00)		60.00		(29.00)	(89.00)	60.00	(29.00)
200	100 - SPECIAL REVENUE FUNDS	SPECIAL DONATION FUND	9,983.00	(15,436.00)	(4,433.00)	(1,021.00)	5,550.00	(16,457.00)	(5,453.00)	(5,454.00)	(10,907.00)
201	100 - SPECIAL REVENUE FUNDS	SENIOR CENTER ACTIVITIES FUND	8,534.00	(10,307.00)	2,920.00	(230.00)	11,454.00	(10,537.00)	(1,773.00)	2,690.00	917.00
202	100 - SPECIAL REVENUE FUNDS	ANIMAL CONTROL RESERVE FUND		0.00		(29.00)		(29.00)	0.00	(29.00)	(29.00)
203	100 - SPECIAL REVENUE FUNDS	POLICE VOLUNTEER FUND	1,502.00	(1,078.00)	98.00	91.00	1,600.00	(987.00)	424.00	189.00	613.00
222	100 - SPECIAL REVENUE FUNDS	ARPA-AMERICA RESCUE PLAN	1,526,984.00	(625,342.00)	710,000.00	(1,595,849.00)	2,236,984.00	(2,221,191.00)	901,642.00	(885,849.00)	15,793.00
300	001 - GENERAL FUND	CITY ADMINISTRATION DEBT SVC FUND	0.00		100.00		100.00		0.00	100.00	100.00
360	300 - FIDUCIARY FUNDS	SUN LAKES CFD #86-1 FUND	0.00		600.00		600.00		0.00	600.00	600.00
365	300 - FIDUCIARY FUNDS	WILSON ST #91-1 ASSMT DBT FUND	0.00		1,200.00		1,200.00		0.00	1,200.00	1,200.00
370	300 - FIDUCIARY FUNDS	AREA POLICE OCMPUTER FUND	0.00		0.00		0.00		0.00	0.00	0.00
375	300 - FIDUCIARY FUNDS	FAIR OAKS AD #2004-1 DEBT FUND	199,413.00	(199,413.00)	(46.00)	4,953.00	199,367.00	(194,460.00)	0.00	4,907.00	4,907.00
376	300 - FIDUCIARY FUNDS	CAMEO HOMES FUND	0.00		0.00		0.00		0.00	0.00	0.00
400	400 - CAPITAL IMPROVEMENT FUNDS	POLICE FACILITIES DVLP FUND	2,516.00	(150.00)	3,953.00	(44.00)	6,469.00	(194.00)	2,366.00	3,909.00	6,275.00
410	400 - CAPITAL IMPROVEMENT FUNDS	FIRE FACILITIES DEVELOPMENT FUND	5,999.00	(150.00)	20,006.00	(61.00)	26,005.00	(211.00)	5,849.00	19,945.00	25,794.00
420	400 - CAPITAL IMPROVEMENT FUNDS	TRAFFIC CONTROL FUND	101,099.00	(509,177.00)	30,902.00	7,409.00	132,001.00	(501,768.00)	(408,078.00)	38,311.00	(369,767.00)
430	400 - CAPITAL IMPROVEMENT FUNDS	GENERAL FACILITIES FUND	17,810.00	(160,684.00)	89,438.00	(7,016.00)	107,248.00	(167,700.00)	(142,874.00)	82,422.00	(60,452.00)
444	400 - CAPITAL IMPROVEMENT FUNDS	WILSON MEDIAN FUND	775.00	(127.00)	5,225.00	(10.00)	6,000.00	(137.00)	648.00	5,215.00	5,863.00
451	400 - CAPITAL IMPROVEMENT FUNDS	PARK DEVELOPMENT FUND	17,559.00	(418,491.00)	(6,694.00)	9.00	10,865.00	(418,482.00)	(400,932.00)	(6,685.00)	(407,617.00)
470	400 - CAPITAL IMPROVEMENT FUNDS	CAPITAL IMPROVEMENT FUND	508.00	(508.00)	(508.00)	420.00	0.00	(88.00)	0.00	(88.00)	(88.00)
600	600 - AIRPORT FUND	AIRPORT FUND	175,600.00	(263,012.00)	(19,926.00)	(35,015.00)	155,674.00	(298,027.00)	(87,412.00)	(54,941.00)	(142,353.00)
610	610 - TRANSIT FUND	TRANSIT FUND	4,614,931.00	(10,447,208.00)	3,531,044.00	479,207.00	8,145,975.00	(9,968,001.00)	(5,832,277.00)	4,010,251.00	(1,822,026.00)
660	660 - WATER ENTERPRISE	WATER FUND	14,531,831.00	(19,512,293.00)	1,606,933.00	(292,961.00)	16,138,764.00	(19,805,254.00)	(4,980,462.00)	1,313,972.00	(3,666,490.00)
661	660 - WATER ENTERPRISE	WATER CAPITAL FACILITIES FUND	207,764.00	(4,127,364.00)	385,236.00	250,000.00	593,000.00	(3,877,364.00)	(3,919,600.00)	635,236.00	(3,284,364.00)
662	660 - WATER ENTERPRISE	IRRIGATION WATER FUND	2,700.00		17,300.00		20,000.00		2,700.00	17,300.00	20,000.00
663	660 - WATER ENTERPRISE	BUA WATER CAPITAL PROJECT FUND	15,939.00		(15,939.00)		0.00		15,939.00	(15,939.00)	0.00
669	660 - WATER ENTERPRISE	BUA WATER DEBT SERVICE FUND	1,991,263.00	(1,914,882.00)	0.00	0.00	1,991,263.00	(1,914,882.00)	76,381.00	0.00	76,381.00
670	670 - ELECTRIC ENTERPRISE	ELECTRIC FUND	33,832,312.00	(37,872,904.00)	6,340,713.00	802,730.00	40,173,025.00	(37,070,174.00)	(4,040,592.00)	7,143,443.00	3,102,851.00
672	670 - ELECTRIC ENTERPRISE	RATE STABILITY FUND	12,779.00		87,221.00		100,000.00		12,779.00	87,221.00	100,000.00
673	670 - ELECTRIC ENTERPRISE	ELECTRIC IMPROVEMENT FUND	6,780.00	(15,858,779.00)	1,493,220.00	(4,790,000.00)	1,500,000.00	(20,648,779.00)	(15,851,999.00)	(3,296,780.00)	(19,148,779.00)
674	670 - ELECTRIC ENTERPRISE	ELECTRIC REVENUE BOND PROJECT FUND		(72.00)		0.00		(72.00)	(72.00)	0.00	(72.00)
675	670 - ELECTRIC ENTERPRISE	PUBLIC BENEFIT FUND	786,012.00	(1,199,753.00)	13,109.00	90,000.00	799,121.00	(1,109,753.00)	(413,741.00)	103,109.00	(310,632.00)
678	670 - ELECTRIC ENTERPRISE	ELECTRIC REVENUE BOND DEBT SERVICE FUND	2,426,619.00	(2,391,430.00)	0.00	0.00	2,426,619.00	(2,391,430.00)	35,189.00	0.00	35,189.00
680	680 - WASTEWATER ENTERPRISE	WASTEWATER FUND	6,053,244.00	(7,942,371.00)	233,273.00	2,049,763.00	6,286,517.00	(5,892,608.00)	(1,889,127.00)	2,283,036.00	393,909.00
681	680 - WASTEWATER ENTERPRISE	WASTEWATER CAPITAL FACILITY FUND	257,222.00	(2,124,930.00)	(572.00)	1,100,000.00	256,650.00	(1,024,930.00)	(1,867,708.00)	1,099,428.00	(768,280.00)
682	680 - WASTEWATER ENTERPRISE	WASTEWATER TERTIARY FUND	360,637.00		128,178.00		488,815.00		360,637.00	128,178.00	488,815.00
683	680 - WASTEWATER ENTERPRISE	BUA WASTEWATER CAPITAL PROJECT FUND	9,666.00	(3,933.00)	(9,666.00)	0.00	0.00	(3,933.00)	5,733.00	(9,666.00)	(3,933.00)
685	680 - WASTEWATER ENTERPRISE	STATE REVOLVING LOAN FUND	1,615.00		6,385.00		8,000.00		1,615.00	6,385.00	8,000.00
689	680 - WASTEWATER ENTERPRISE	BUA WASTEWATER DEBT SERVICE FUND	290,920.00	(284,150.00)	0.00	0.00	290,920.00	(284,150.00)	6,770.00	0.00	6,770.00
690	690 - REFUSE FUND	REFUSE FUND	934,102.00	(1,367,054.00)	232,165.00	90,572.00	1,166,267.00	(1,276,482.00)	(432,952.00)	322,737.00	(110,215.00)
700	700 - INTERNAL SERVICE FUNDS	RISK MANAGEMENT FUND	2,703,043.00	(4,861,936.00)	1,385,322.00	(1,328,463.00)	4,088,365.00	(6,190,399.00)	(2,158,893.00)	56,859.00	(2,102,034.00)
702	700 - INTERNAL SERVICE FUNDS	FLEET MAINTENANCE FUND	1,638,090.00	(2,233,370.00)	915,200.00	(82,409.00)	2,553,290.00	(2,315,779.00)	(595,280.00)	832,791.00	237,511.00
703	700 - INTERNAL SERVICE FUNDS	INFORMATION SYSTEMS SERVICE FUND	621,865.00	(2,036,487.00)	1,239,937.00	(471,281.00)	1,861,802.00	(2,507,768.00)	(1,414,622.00)	768,656.00	(645,966.00)
704	700 - INTERNAL SERVICE FUNDS	BUILDING MAINTENANCE	0.00	(903,775.00)	873,482.00	(651,577.00)	873,482.00	(1,555,352.00)	(903,775.00)	221,905.00	(681,870.00)
705	700 - INTERNAL SERVICE FUNDS	SUPPORT SERVICES	0.00	(927,864.00)	1,554,084.00	(433,826.00)	1,554,084.00	(1,361,690.00)	(927,864.00)	1,120,258.00	192,394.00
761	700 - INTERNAL SERVICE FUNDS	UTILITY BILLING ADMINISTRATION FUND	2,407,214.00	(2,675,685.00)	535,939.00	(82,565.00)	2,943,153.00	(2,758,250.00)	(268,471.00)	453,374.00	184,903.00
805	800 - SUCCESSOR AGENCY FUNDS	REDEVELOPMENT OBLIGATION RETIREMENT FUND	2,558,019.00	(2,545,291.00)	150,000.00	(22.00)	2,708,019.00	(2,545,313.00)	12,728.00	149,978.00	162,706.00
810	800 - SUCCESSOR AGENCY FUNDS	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	19,765.00	(100,635.00)	3,235.00	(54,675.00)	23,000.00	(155,310.00)	(80,870.00)	(51,440.00)	(132,310.00)
830	800 - SUCCESSOR AGENCY FUNDS	SUCCESSOR AGENCY DEBT SERVICE FUND	2,295,239.00	(2,295,240.00)	(103,957.00)	17,711.00	2,191,282.00	(2,277,529.00)	(1.00)	(86,246.00)	(86,247.00)
840	800 - SUCCESSOR AGENCY FUNDS	BEA CAPITAL PROJECTS FUND	33,286.00	(35,037.00)	(33,286.00)	(8,309.00)	0.00	(43,346.00)	(1,751.00)	(41,595.00)	(43,346.00)
841	800 - SUCCESSOR AGENCY FUNDS	BEA LOW/MOD CAPITAL PROJECTS FUND	128.00	(109.00)	(128.00)	63.00	0.00	(46.00)	19.00	(65.00)	(46.00)
850	800 - SUCCESSOR AGENCY FUNDS	SUCCESSOR AGENCY ADMIN FUND	117.00	(251.00)	(117.00)	(4,881.00)	0.00	(5,132.00)	(134.00)	(4,998.00)	(5,132.00)
Grand Total			**112,702,060.00**	**(164,861,973.00)**	**26,335,841.00**	**(5,842,261.00)**	**139,037,901.00**	**(170,704,234.00)**	**(52,159,913.00)**	**20,493,580.00**	**(31,666,333.00)**

Recommended Budget Net Income

Funds	Fund Type	Fund Description	Revenue	Expense	Grand Total
001	001 - GENERAL FUND	GENERAL FUND	32,119,675.00	(31,881,078.00)	238,597.00
002	001 - GENERAL FUND	DEVELOPER DEPOSIT FUND	315,229.00	(201,918.00)	113,311.00
005	001 - GENERAL FUND	ADMIN ALLOWANCE FUND	250,000.00	(9,697.00)	240,303.00
100	100 - SPECIAL REVENUE FUNDS	GAS TAX STREET FUND	1,839,396.00	(3,050,962.00)	(1,211,566.00)
101	100 - SPECIAL REVENUE FUNDS	MEASURE A STREET FUND	1,276,000.00	(1,874,660.00)	(598,660.00)
102	100 - SPECIAL REVENUE FUNDS	RMRA (SB1) GAS TAX FUND	748,198.00	(1,589,516.00)	(841,318.00)
110	100 - SPECIAL REVENUE FUNDS	CDBG FUND	200,000.00	(974,709.00)	(774,709.00)
111	100 - SPECIAL REVENUE FUNDS	LANDSCAPE MAINTENANCE FUND	150,843.00	(159,387.00)	(8,544.00)
132	100 - SPECIAL REVENUE FUNDS	AIR QUALITY IMPROVEMENT FUND	49,000.00	(126,400.00)	(77,400.00)
140	100 - SPECIAL REVENUE FUNDS	ASSET FORFEIT-POLICE FUND	30.00		30.00
148	100 - SPECIAL REVENUE FUNDS	SUPPLEMENTAL LAW ENFORCEMENT FUND	7,000.00	(21,884.00)	(14,884.00)
150	100 - SPECIAL REVENUE FUNDS	STATE PARK BOND ACT FUND		(29.00)	(29.00)
200	100 - SPECIAL REVENUE FUNDS	SPECIAL DONATION FUND	5,550.00	(16,457.00)	(10,907.00)
201	100 - SPECIAL REVENUE FUNDS	SENIOR CENTER ACTIVITIES FUND	11,454.00	(10,537.00)	917.00
202	100 - SPECIAL REVENUE FUNDS	ANIMAL CONTROL RESERVE FUND		(29.00)	(29.00)
203	100 - SPECIAL REVENUE FUNDS	POLICE VOLUNTEER FUND	1,600.00	(987.00)	613.00
222	100 - SPECIAL REVENUE FUNDS	ARPA-AMERICA RESCUE PLAN	2,236,984.00	(2,221,191.00)	15,793.00
300	001 - GENERAL FUND	CITY ADMINISTRATION DEBT SVC FUND	100.00		100.00
360	300 - FIDUCIARY FUNDS	SUN LAKES CFD #86-1 FUND	600.00		600.00
365	300 - FIDUCIARY FUNDS	WILSON ST #91-1 ASSMT DBT FUND	1,200.00		1,200.00
370	300 - FIDUCIARY FUNDS	AREA POLICE OCMPUTER FUND	0.00		0.00
375	300 - FIDUCIARY FUNDS	FAIR OAKS AD #2004-1 DEBT FUND	199,367.00	(194,460.00)	4,907.00
376	300 - FIDUCIARY FUNDS	CAMEO HOMES FUND	0.00		0.00
400	400 - CAPITAL IMPROVEMENT FUNDS	POLICE FACILITIES DVLP FUND	6,469.00	(194.00)	6,275.00
410	400 - CAPITAL IMPROVEMENT FUNDS	FIRE FACILITIES DEVELOPMENT FUND	26,005.00	(211.00)	25,794.00
420	400 - CAPITAL IMPROVEMENT FUNDS	TRAFFIC CONTROL FUND	132,001.00	(501,768.00)	(369,767.00)
430	400 - CAPITAL IMPROVEMENT FUNDS	GENERAL FACILITIES FUND	107,248.00	(167,700.00)	(60,452.00)
444	400 - CAPITAL IMPROVEMENT FUNDS	WILSON MEDIAN FUND	6,000.00	(137.00)	5,863.00
451	400 - CAPITAL IMPROVEMENT FUNDS	PARK DEVELOPMENT FUND	10,865.00	(418,482.00)	(407,617.00)
470	400 - CAPITAL IMPROVEMENT FUNDS	CAPITAL IMPROVEMENT FUND	0.00	(88.00)	(88.00)
600	600 - AIRPORT FUND	AIRPORT FUND	155,674.00	(298,027.00)	(142,353.00)
610	610 - TRANSIT FUND	TRANSIT FUND	8,145,975.00	(9,968,001.00)	(1,822,026.00)
660	660 - WATER ENTERPRISE	WATER FUND	16,138,764.00	(19,805,254.00)	(3,666,490.00)
661	660 - WATER ENTERPRISE	WATER CAPITAL FACILITIES FUND	593,000.00	(3,877,364.00)	(3,284,364.00)
662	660 - WATER ENTERPRISE	IRRIGATION WATER FUND	20,000.00		20,000.00
663	660 - WATER ENTERPRISE	BUA WATER CAPITAL PROJECT FUND	0.00		0.00
669	660 - WATER ENTERPRISE	BUA WATER DEBT SERVICE FUND	1,991,263.00	(1,914,882.00)	76,381.00
670	670 - ELECTRIC ENTERPRISE	ELECTRIC FUND	40,173,025.00	(37,070,174.00)	3,102,851.00
672	670 - ELECTRIC ENTERPRISE	RATE STABILITY FUND	100,000.00		100,000.00
673	670 - ELECTRIC ENTERPRISE	ELECTRIC IMPROVEMENT FUND	1,500,000.00	(20,648,779.00)	(19,148,779.00)
674	670 - ELECTRIC ENTERPRISE	ELECTRIC REVENUE BOND PROJECT FUND		(72.00)	(72.00)
675	670 - ELECTRIC ENTERPRISE	PUBLIC BENEFIT FUND	799,121.00	(1,109,753.00)	(310,632.00)
678	670 - ELECTRIC ENTERPRISE	ELECTRIC REVENUE BOND DEBT SERVICE FUND	2,426,619.00	(2,391,430.00)	35,189.00

680	**680 - WASTEWATER ENTERPRISE**	WASTEWATER FUND	6,286,517.00	(5,892,608.00)	393,909.00
681	**680 - WASTEWATER ENTERPRISE**	WASTEWATER CAPITAL FACILITY FUND	256,650.00	(1,024,930.00)	(768,280.00)
682	**680 - WASTEWATER ENTERPRISE**	WASTEWATER TERTIARY FUND	488,815.00		488,815.00
683	**680 - WASTEWATER ENTERPRISE**	BUA WASTEWATER CAPITAL PROJECT FUND	0.00	(3,933.00)	(3,933.00)
685	**680 - WASTEWATER ENTERPRISE**	STATE REVOLVING LOAN FUND	8,000.00		8,000.00
689	**680 - WASTEWATER ENTERPRISE**	BUA WASTEWATER DEBT SERVICE FUND	290,920.00	(284,150.00)	6,770.00
690	**690 - REFUSE FUND**	REFUSE FUND	1,166,267.00	(1,276,482.00)	(110,215.00)
700	**700 - INTERNAL SERVICE FUNDS**	RISK MANAGEMENT FUND	4,088,365.00	(6,190,399.00)	(2,102,034.00)
702	**700 - INTERNAL SERVICE FUNDS**	FLEET MAINTENANCE FUND	2,553,290.00	(2,315,779.00)	237,511.00
703	**700 - INTERNAL SERVICE FUNDS**	INFORMATION SYSTEMS SERVICE FUND	1,861,802.00	(2,507,768.00)	(645,966.00)
704	**700 - INTERNAL SERVICE FUNDS**	BUILDING MAINTENANCE	873,482.00	(1,555,352.00)	(681,870.00)
705	**700 - INTERNAL SERVICE FUNDS**	SUPPORT SERVICES	1,554,084.00	(1,361,690.00)	192,394.00
761	**700 - INTERNAL SERVICE FUNDS**	UTILITY BILLING ADMINISTRATION FUND	2,943,153.00	(2,758,250.00)	184,903.00
805	**800 - SUCCESSOR AGENCY FUNDS**	REDEVELOPMENT OBLIGATION RETIREMENT FUND	2,708,019.00	(2,545,313.00)	162,706.00
810	**800 - SUCCESSOR AGENCY FUNDS**	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	23,000.00	(155,310.00)	(132,310.00)
830	**800 - SUCCESSOR AGENCY FUNDS**	SUCCESSOR AGENCY DEBT SERVICE FUND	2,191,282.00	(2,277,529.00)	(86,247.00)
840	**800 - SUCCESSOR AGENCY FUNDS**	BEA CAPITAL PROJECTS FUND	0.00	(43,346.00)	(43,346.00)
841	**800 - SUCCESSOR AGENCY FUNDS**	BEA LOW/MOD CAPITAL PROJECTS FUND	0.00	(46.00)	(46.00)
850	**800 - SUCCESSOR AGENCY FUNDS**	SUCCESSOR AGENCY ADMIN FUND	0.00	(5,132.00)	(5,132.00)
Grand Total			**139,037,901.00**	**(170,704,234.00)**	**(31,666,333.00)**

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
001	001 - GENERAL FUND	GENERAL FUND	Revenue	CHARGES FOR SERVICES	1,120,307.00	367,730.27	749,248.00
				CONTRIBUTIONS	123,400.00	22,833.73	120,900.00
				FINES AND FORFEITURES	138,612.00	56,362.76	241,993.00
				INTERGOVERNMENTAL	765,565.00	107,952.06	604,668.00
				LICENSES AND PERMITS	2,580,974.00	2,701,553.49	6,999,278.00
				MISCELLANEOUS INCOME	1,739,481.00	759,553.32	1,306,295.00
				TAXES	16,847,367.00	6,774,511.50	16,376,310.00
				TRANSFERS IN	3,654,899.00	1,294,079.30	5,513,483.00
				USE OF MONEY AND PROPERTY	81,849.00	132,094.55	207,500.00
			Revenue Total		**27,052,454.00**	**12,216,670.98**	**32,119,675.00**
			Expense	CAPITAL EXPENDITURES	(1,892,082.00)	(605,368.68)	(1,016,277.00)
				REPAIRS & MAINTENANCE	(505,387.00)	(149,158.43)	(480,110.00)
				SALARIES & BENEFITS	(17,436,155.00)	(9,646,168.51)	(18,228,482.00)
				SUPPLIES & SERVICES	(8,847,002.00)	(2,670,818.18)	(9,171,072.00)
				TRANSFERS OUT	(1,530,483.00)	(1,488,696.18)	(2,985,137.00)
			Expense Total		**(30,211,109.00)**	**(14,560,209.98)**	**(31,881,078.00)**
001 Total					**(3,158,655.00)**	**(2,343,539.00)**	**238,597.00**
002	001 - GENERAL FUND	DEVELOPER DEPOSIT FUND	Revenue	LICENSES AND PERMITS	30,864.00	0.00	5,864.00
				MISCELLANEOUS INCOME	359,365.00	44,488.54	309,365.00
			Revenue Total		**390,229.00**	**44,488.54**	**315,229.00**
			Expense	SUPPLIES & SERVICES	(189,301.00)	(43,288.54)	(189,301.00)
				TRANSFERS OUT	(8,133.00)	(6,308.58)	(12,617.00)
			Expense Total		**(197,434.00)**	**(49,597.12)**	**(201,918.00)**
002 Total					**192,795.00**	**(5,108.58)**	**113,311.00**
005	001 - GENERAL FUND	ADMIN ALLOWANCE FUND	Revenue	CONTRIBUTIONS	250,000.00	0.00	250,000.00
			Revenue Total		**250,000.00**	**0.00**	**250,000.00**
			Expense	SUPPLIES & SERVICES	(8,935.00)	0.00	(8,935.00)
				TRANSFERS OUT	(388.00)	(381.22)	(762.00)
			Expense Total		**(9,323.00)**	**(381.22)**	**(9,697.00)**
005 Total					**240,677.00**	**(381.22)**	**240,303.00**
100	100 - SPECIAL REVENUE FUI	GAS TAX STREET FUND	Revenue	INTERGOVERNMENTAL	924,988.00	546,655.46	879,775.00
				MISCELLANEOUS INCOME	13,409.00	31,758.17	13,409.00
				TRANSFERS IN	988,176.00	0.00	946,212.00
			Revenue Total		**1,926,573.00**	**578,413.63**	**1,839,396.00**
			Expense	CAPITAL EXPENDITURES	(1,474,649.00)	(164,747.40)	(474,649.00)
				REPAIRS & MAINTENANCE	(55,065.00)	(9,930.28)	(55,065.00)
				SALARIES & BENEFITS	(669,270.00)	(389,070.52)	(669,270.00)
				STREET LIGHTING	(336,000.00)	0.00	(336,000.00)
				SUPPLIES & SERVICES	(408,677.00)	(216,861.60)	(395,933.00)
				TRANSFERS OUT	(678,144.00)	(385,022.82)	(1,120,045.00)
			Expense Total		**(3,621,805.00)**	**(1,165,632.62)**	**(3,050,962.00)**
100 Total					**(1,695,232.00)**	**(587,218.99)**	**(1,211,566.00)**
101	100 - SPECIAL REVENUE FUI	MEASURE A STREET FUND	Revenue	INTERGOVERNMENTAL	280,000.00	0.00	280,000.00
				TAXES	874,000.00	351,961.94	974,000.00
				USE OF MONEY AND PROPERTY	800.00	16,232.60	22,000.00
			Revenue Total		**1,154,800.00**	**368,194.54**	**1,276,000.00**

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
101	100 - SPECIAL REVENUE FUI	MEASURE A STREET FUND	Expense	CAPITAL EXPENDITURES	(1,857,748.00)	(1,196,967.37)	(1,857,748.00)
				TRANSFERS OUT	(41,924.00)	(8,456.36)	(16,912.00)
			Expense Total		**(1,899,672.00)**	**(1,205,423.73)**	**(1,874,660.00)**
101 Total					**(744,872.00)**	**(837,229.19)**	**(598,660.00)**
102	100 - SPECIAL REVENUE FUI	RMRA (SB1) GAS TAX FUND	Revenue	INTERGOVERNMENTAL	763,287.00	315,888.41	748,198.00
			Revenue Total		**763,287.00**	**315,888.41**	**748,198.00**
			Expense	CAPITAL EXPENDITURES	(1,582,798.00)	(740,882.69)	(1,582,798.00)
				TRANSFERS OUT	(19,482.00)	(3,359.08)	(6,718.00)
			Expense Total		**(1,602,280.00)**	**(744,241.77)**	**(1,589,516.00)**
102 Total					**(838,993.00)**	**(428,353.36)**	**(841,318.00)**
110	100 - SPECIAL REVENUE FUI	CDBG FUND	Revenue	INTERGOVERNMENTAL	200,000.00	20,749.63	200,000.00
			Revenue Total		**200,000.00**	**20,749.63**	**200,000.00**
			Expense	CAPITAL EXPENDITURES	(971,704.00)	(31,502.62)	(971,704.00)
				TRANSFERS OUT	(6,917.00)	(1,501.92)	(3,005.00)
			Expense Total		**(978,621.00)**	**(33,004.54)**	**(974,709.00)**
110 Total					**(778,621.00)**	**(12,254.91)**	**(774,709.00)**
111	100 - SPECIAL REVENUE FUI	LANDSCAPE MAINTENANCE	Revenue	MISCELLANEOUS INCOME	90,026.00	0.00	0.00
				TAXES	149,543.00	76,294.94	149,543.00
				USE OF MONEY AND PROPERTY	200.00	1,096.46	1,300.00
			Revenue Total		**239,769.00**	**77,391.40**	**150,843.00**
			Expense	REPAIRS & MAINTENANCE	(7,725.00)	0.00	(7,725.00)
				SALARIES & BENEFITS	(24,593.00)	(13,188.02)	(24,593.00)
				SUPPLIES & SERVICES	(274,862.00)	(61,474.53)	(102,449.00)
				TRANSFERS OUT	(19,641.00)	(12,309.14)	(24,620.00)
			Expense Total		**(326,821.00)**	**(86,971.69)**	**(159,387.00)**
111 Total					**(87,052.00)**	**(9,580.29)**	**(8,544.00)**
132	100 - SPECIAL REVENUE FUI	AIR QUALITY IMPROVEMEN	Revenue	INTERGOVERNMENTAL	42,000.00	20,669.06	42,000.00
				USE OF MONEY AND PROPERTY	293.00	6,871.71	7,000.00
			Revenue Total		**42,293.00**	**27,540.77**	**49,000.00**
			Expense	CAPITAL EXPENDITURES	(123,055.00)	(14,877.00)	(123,055.00)
				SUPPLIES & SERVICES	(3,000.00)	(3,300.00)	(3,000.00)
				TRANSFERS OUT	(202.00)	(173.74)	(345.00)
			Expense Total		**(126,257.00)**	**(18,350.74)**	**(126,400.00)**
132 Total					**(83,964.00)**	**9,190.03**	**(77,400.00)**
140	100 - SPECIAL REVENUE FUI	ASSET FORFEIT-POLICE FUN	Revenue	USE OF MONEY AND PROPERTY	565.00	28.22	30.00
			Revenue Total		**565.00**	**28.22**	**30.00**
140 Total					**565.00**	**28.22**	**30.00**
148	100 - SPECIAL REVENUE FUI	SUPPLEMENTAL LAW ENFOI	Revenue	USE OF MONEY AND PROPERTY	706.00	5,961.06	7,000.00
			Revenue Total		**706.00**	**5,961.06**	**7,000.00**
			Expense	REPAIRS & MAINTENANCE	(18,168.00)	(17,482.94)	(18,168.00)
				SUPPLIES & SERVICES	(3,716.00)	(3,568.80)	(3,716.00)
			Expense Total		**(21,884.00)**	**(21,051.74)**	**(21,884.00)**
148 Total					**(21,178.00)**	**(15,090.68)**	**(14,884.00)**
150	100 - SPECIAL REVENUE FUI	STATE PARK BOND ACT FUN	Expense	TRANSFERS OUT	(89.00)	(14.26)	(29.00)
			Expense Total		**(89.00)**	**(14.26)**	**(29.00)**
150 Total					**(89.00)**	**(14.26)**	**(29.00)**

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
200	100 - SPECIAL REVENUE FUI	SPECIAL DONATION FUND	Revenue	CONTRIBUTIONS	9,983.00	2,771.25	5,550.00
			Revenue Total		9,983.00	2,771.25	5,550.00
			Expense	SUPPLIES & SERVICES	(15,151.00)	0.00	(15,151.00)
				TRANSFERS OUT	(285.00)	(652.98)	(1,306.00)
			Expense Total		(15,436.00)	(652.98)	(16,457.00)
200 Total					(5,453.00)	2,118.27	(10,907.00)
201	100 - SPECIAL REVENUE FUI	SENIOR CENTER ACTIVITIES	Revenue	CHARGES FOR SERVICES	4.00	0.00	4.00
				CONTRIBUTIONS	2,000.00	6,474.95	5,000.00
				MISCELLANEOUS INCOME	6,450.00	1,061.00	6,450.00
				USE OF MONEY AND PROPERTY	80.00	796.25	0.00
			Revenue Total		8,534.00	8,332.20	11,454.00
			Expense	SUPPLIES & SERVICES	(9,550.00)	(694.86)	(9,550.00)
				TRANSFERS OUT	(757.00)	(493.66)	(987.00)
			Expense Total		(10,307.00)	(1,188.52)	(10,537.00)
201 Total					(1,773.00)	7,143.68	917.00
202	100 - SPECIAL REVENUE FUI	ANIMAL CONTROL RESERVE	Expense	TRANSFERS OUT	0.00	(14.26)	(29.00)
			Expense Total		0.00	(14.26)	(29.00)
202 Total					0.00	(14.26)	(29.00)
203	100 - SPECIAL REVENUE FUI	POLICE VOLUNTEER FUND	Revenue	TRANSFERS IN	1,500.00	0.00	1,500.00
				USE OF MONEY AND PROPERTY	2.00	76.54	100.00
			Revenue Total		1,502.00	76.54	1,600.00
			Expense	SUPPLIES & SERVICES	(787.00)	0.00	(787.00)
				TRANSFERS OUT	(291.00)	(99.68)	(200.00)
			Expense Total		(1,078.00)	(99.68)	(987.00)
203 Total					424.00	(23.14)	613.00
222	100 - SPECIAL REVENUE FUI	ARPA-AMERICA RESCUE PLA	Revenue	INTERGOVERNMENTAL	1,526,984.00	0.00	2,236,984.00
			Revenue Total		1,526,984.00	0.00	2,236,984.00
			Expense	CAPITAL EXPENDITURES	(448,454.00)	(236,349.83)	(448,454.00)
				SUPPLIES & SERVICES	(13,904.00)	0.00	(13,904.00)
				TRANSFERS OUT	(162,984.00)	0.00	(1,758,833.00)
			Expense Total		(625,342.00)	(236,349.83)	(2,221,191.00)
222 Total					901,642.00	(236,349.83)	15,793.00
300	001 - GENERAL FUND	CITY ADMINISTRATION DEB	Revenue	USE OF MONEY AND PROPERTY	0.00	0.00	100.00
			Revenue Total		0.00	0.00	100.00
300 Total					0.00	0.00	100.00
360	300 - FIDUCIARY FUNDS	SUN LAKES CFD #86-1 FUND	Revenue	USE OF MONEY AND PROPERTY	0.00	561.77	600.00
			Revenue Total		0.00	561.77	600.00
360 Total					0.00	561.77	600.00
365	300 - FIDUCIARY FUNDS	WILSON ST #91-1 ASSMT DE	Revenue	USE OF MONEY AND PROPERTY	0.00	1,161.55	1,200.00
			Revenue Total		0.00	1,161.55	1,200.00
365 Total					0.00	1,161.55	1,200.00
370	300 - FIDUCIARY FUNDS	AREA POLICE OCMPUTER FU	Revenue	USE OF MONEY AND PROPERTY	0.00	1.96	0.00
			Revenue Total		0.00	1.96	0.00
370 Total					0.00	1.96	0.00
375	300 - FIDUCIARY FUNDS	FAIR OAKS AD #2004-1 DEB	Revenue	TAXES	199,367.00	99,451.53	199,367.00
				USE OF MONEY AND PROPERTY	46.00	0.00	0.00

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
375	300 - FIDUCIARY FUNDS	FAIR OAKS AD #2004-1 DEBT F	Revenue Total		199,413.00	99,451.53	199,367.00
			Expense	DEBT SERVICE	(188,142.00)	(141,548.75)	(188,142.00)
				SUPPLIES & SERVICES	(4,168.00)	(2,457.36)	(4,168.00)
				TRANSFERS OUT	(7,103.00)	(1,075.20)	(2,150.00)
			Expense Total		(199,413.00)	(145,081.31)	(194,460.00)
375 Total					0.00	(45,629.78)	4,907.00
376	300 - FIDUCIARY FUNDS	CAMEO HOMES FUND	Revenue	USE OF MONEY AND PROPERTY	0.00	244.54	0.00
			Revenue Total		0.00	244.54	0.00
376 Total					0.00	244.54	0.00
400	400 - CAPITAL IMPROVEME	POLICE FACILITIES DVLP FUN	Revenue	MISCELLANEOUS INCOME	2,469.00	25,177.97	2,469.00
				USE OF MONEY AND PROPERTY	47.00	3,938.47	4,000.00
			Revenue Total		2,516.00	29,116.44	6,469.00
			Expense	TRANSFERS OUT	(150.00)	(96.94)	(194.00)
			Expense Total		(150.00)	(96.94)	(194.00)
400 Total					2,366.00	29,019.50	6,275.00
410	400 - CAPITAL IMPROVEME	FIRE FACILITIES DEVELOPME	Revenue	MISCELLANEOUS INCOME	4,005.00	73,003.56	4,005.00
				USE OF MONEY AND PROPERTY	1,994.00	19,972.02	22,000.00
			Revenue Total		5,999.00	92,975.58	26,005.00
			Expense	TRANSFERS OUT	(150.00)	(105.48)	(211.00)
			Expense Total		(150.00)	(105.48)	(211.00)
410 Total					5,849.00	92,870.10	25,794.00
420	400 - CAPITAL IMPROVEME	TRAFFIC CONTROL FUND	Revenue	MISCELLANEOUS INCOME	100,001.00	69,461.90	100,001.00
				USE OF MONEY AND PROPERTY	1,098.00	30,097.08	32,000.00
			Revenue Total		101,099.00	99,558.98	132,001.00
			Expense	CAPITAL EXPENDITURES	(500,000.00)	0.00	(500,000.00)
				SUPPLIES & SERVICES	(1,073.00)	0.00	(1,073.00)
				TRANSFERS OUT	(8,104.00)	(347.78)	(695.00)
			Expense Total		(509,177.00)	(347.78)	(501,768.00)
420 Total					(408,078.00)	99,211.20	(369,767.00)
430	400 - CAPITAL IMPROVEME	GENERAL FACILITIES FUND	Revenue	MISCELLANEOUS INCOME	17,281.00	15,962.00	15,000.00
				TRANSFERS IN	0.00	0.00	84,248.00
				USE OF MONEY AND PROPERTY	529.00	8,155.17	8,000.00
			Revenue Total		17,810.00	24,117.17	107,248.00
			Expense	CAPITAL EXPENDITURES	(160,500.00)	(164,419.87)	(167,500.00)
				TRANSFERS OUT	(184.00)	(99.78)	(200.00)
			Expense Total		(160,684.00)	(164,519.65)	(167,700.00)
430 Total					(142,874.00)	(140,402.48)	(60,452.00)
444	400 - CAPITAL IMPROVEME	WILSON MEDIAN FUND	Revenue	USE OF MONEY AND PROPERTY	775.00	6,051.78	6,000.00
			Revenue Total		775.00	6,051.78	6,000.00
			Expense	TRANSFERS OUT	(127.00)	(68.42)	(137.00)
			Expense Total		(127.00)	(68.42)	(137.00)
444 Total					648.00	5,983.36	5,863.00
451	400 - CAPITAL IMPROVEME	PARK DEVELOPMENT FUND	Revenue	MISCELLANEOUS INCOME	17,289.00	63,422.04	5,865.00
				USE OF MONEY AND PROPERTY	270.00	4,478.16	5,000.00
			Revenue Total		17,559.00	67,900.20	10,865.00
			Expense	CAPITAL EXPENDITURES	(95,677.00)	0.00	(95,677.00)

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
451	400 - CAPITAL IMPROVEME	PARK DEVELOPMENT FUND	Expense	SUPPLIES & SERVICES	(321,926.00)	(296,926.00)	(321,926.00)
				TRANSFERS OUT	(888.00)	(439.56)	(879.00)
			Expense Total		(418,491.00)	(297,365.56)	(418,482.00)
451 Total					(400,932.00)	(229,465.36)	(407,617.00)
470	400 - CAPITAL IMPROVEME	CAPITAL IMPROVEMENT FU	Revenue	USE OF MONEY AND PROPERTY	508.00	0.00	0.00
			Revenue Total		508.00	0.00	0.00
			Expense	TRANSFERS OUT	(508.00)	(44.20)	(88.00)
			Expense Total		(508.00)	(44.20)	(88.00)
470 Total					0.00	(44.20)	(88.00)
600	600 - AIRPORT FUND	AIRPORT FUND	Revenue	INTERGOVERNMENTAL	20,000.00	7,052.17	0.00
				MISCELLANEOUS INCOME	0.00	1.96	0.00
				SALES AND SERVICE CHARGES	155,600.00	4,378.35	155,600.00
				TRANSFERS IN	0.00	0.00	74.00
				USE OF MONEY AND PROPERTY	0.00	4.37	0.00
			Revenue Total		175,600.00	11,436.85	155,674.00
			Expense	CAPITAL EXPENDITURES	6,695.00	0.00	6,695.00
				REPAIRS & MAINTENANCE	(18,215.00)	(11,215.00)	(18,215.00)
				SALARIES & BENEFITS	(109,367.00)	(56,645.80)	(109,367.00)
				SUPPLIES & SERVICES	(95,256.00)	(58,735.01)	(95,256.00)
				TRANSFERS OUT	(46,869.00)	(40,942.38)	(81,884.00)
			Expense Total		(263,012.00)	(167,538.19)	(298,027.00)
600 Total					(87,412.00)	(156,101.34)	(142,353.00)
610	610 - TRANSIT FUND	TRANSIT FUND	Revenue	CHARGES FOR SERVICES	74,230.00	55.00	0.00
				INTERGOVERNMENTAL	4,371,071.00	1,142,453.19	1,931,071.00
				MISCELLANEOUS INCOME	21,026.00	0.00	21,026.00
				OTHER INCOME	12,291.00	0.00	6,061,216.00
				SALES AND SERVICE CHARGES	76,100.00	23,921.72	64,662.00
				TRANSFERS IN	60,000.00	0.00	60,000.00
				USE OF MONEY AND PROPERTY	213.00	9,417.15	8,000.00
			Revenue Total		4,614,931.00	1,175,847.06	8,145,975.00
			Expense	CAPITAL EXPENDITURES	(7,979,727.00)	(2,029,441.12)	(6,479,727.00)
				REPAIRS & MAINTENANCE	(17,517.00)	(825.00)	(17,517.00)
				SALARIES & BENEFITS	(1,487,935.00)	(745,403.55)	(1,487,935.00)
				SUPPLIES & SERVICES	(167,126.00)	(37,733.52)	(58,721.00)
				TRANSFERS OUT	(794,903.00)	(962,050.68)	(1,924,101.00)
			Expense Total		(10,447,208.00)	(3,775,453.87)	(9,968,001.00)
610 Total					(5,832,277.00)	(2,599,606.81)	(1,822,026.00)
660	660 - WATER ENTERPRISE	WATER FUND	Revenue	INTERGOVERNMENTAL	1,550,000.00	253,271.20	1,600,000.00
				MISCELLANEOUS INCOME	1,221.00	42,710.20	43,585.00
				SALES AND SERVICE CHARGES	11,526,377.00	8,377,566.24	14,118,877.00
				TRANSFERS IN	1,425,000.00	0.00	36,302.00
				USE OF MONEY AND PROPERTY	29,233.00	325,266.46	340,000.00
			Revenue Total		14,531,831.00	8,998,814.10	16,138,764.00
			Expense	CAPITAL EXPENDITURES	(5,475,207.00)	(524,184.94)	(5,475,207.00)
				PURCHASED POWER	(1,250,000.00)	(478,655.09)	(1,250,000.00)
				REPAIRS & MAINTENANCE	(255,079.00)	(41,525.97)	(255,079.00)

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
660	660 - WATER ENTERPRISE	WATER FUND	Expense	SALARIES & BENEFITS	(2,896,094.00)	(1,416,510.47)	(2,896,094.00)
				SUPPLIES & SERVICES	(4,760,173.00)	(1,189,318.28)	(4,756,101.00)
				TRANSFERS OUT	(4,875,740.00)	(1,318,562.70)	(5,172,773.00)
			Expense Total		(19,512,293.00)	(4,968,757.45)	(19,805,254.00)
660 Total					(4,980,462.00)	4,030,056.65	(3,666,490.00)
661	660 - WATER ENTERPRISE	WATER CAPITAL FACILITIES	Revenue	MISCELLANEOUS INCOME	200,000.00	422,890.60	525,000.00
				USE OF MONEY AND PROPERTY	7,764.00	67,939.99	68,000.00
			Revenue Total		207,764.00	490,830.59	593,000.00
			Expense	CAPITAL EXPENDITURES	(3,993,678.00)	(1,676,376.77)	(3,743,678.00)
				SUPPLIES & SERVICES	(133,686.00)	(55,073.89)	(133,686.00)
			Expense Total		(4,127,364.00)	(1,731,450.66)	(3,877,364.00)
661 Total					(3,919,600.00)	(1,240,620.07)	(3,284,364.00)
662	660 - WATER ENTERPRISE	IRRIGATION WATER FUND	Revenue	USE OF MONEY AND PROPERTY	2,700.00	20,509.47	20,000.00
			Revenue Total		2,700.00	20,509.47	20,000.00
662 Total					2,700.00	20,509.47	20,000.00
663	660 - WATER ENTERPRISE	BUA WATER CAPITAL PROJE	Revenue	USE OF MONEY AND PROPERTY	15,939.00	0.00	0.00
			Revenue Total		15,939.00	0.00	0.00
663 Total					15,939.00	0.00	0.00
669	660 - WATER ENTERPRISE	BUA WATER DEBT SERVICE I	Revenue	TRANSFERS IN	1,991,263.00	0.00	1,991,263.00
			Revenue Total		1,991,263.00	0.00	1,991,263.00
			Expense	DEBT SERVICE	(1,912,282.00)	(1,589,406.26)	(1,912,282.00)
				SUPPLIES & SERVICES	(2,600.00)	0.00	(2,600.00)
			Expense Total		(1,914,882.00)	(1,589,406.26)	(1,914,882.00)
669 Total					76,381.00	(1,589,406.26)	76,381.00
670	670 - ELECTRIC ENTERPRISE	ELECTRIC FUND	Revenue	INTERGOVERNMENTAL	13,515.00	4,240.00	13,515.00
				MISCELLANEOUS INCOME	2,544,130.00	246,138.99	2,802,933.00
				SALES AND SERVICE CHARGES	31,256,577.00	20,289,372.61	32,556,577.00
				TRANSFERS IN	0.00	0.00	4,760,000.00
				USE OF MONEY AND PROPERTY	18,090.00	30,136.13	40,000.00
			Revenue Total		33,832,312.00	20,569,887.73	40,173,025.00
			Expense	CAPITAL EXPENDITURES	(217,984.00)	(15,395.12)	(332,984.00)
				PURCHASED POWER	(22,401,893.00)	(14,290,148.83)	(22,362,000.00)
				REPAIRS & MAINTENANCE	(279,625.00)	(118,447.59)	(274,625.00)
				SALARIES & BENEFITS	(6,571,194.00)	(2,090,047.77)	(6,571,194.00)
				STREET LIGHTING	(244,287.00)	(90,285.05)	(194,287.00)
				SUPPLIES & SERVICES	(1,769,261.00)	(341,009.41)	(1,325,261.00)
				TRANSFERS OUT	(6,388,660.00)	(2,439,569.08)	(6,009,823.00)
			Expense Total		(37,872,904.00)	(19,384,902.85)	(37,070,174.00)
670 Total					(4,040,592.00)	1,184,984.88	3,102,851.00
672	670 - ELECTRIC ENTERPRISE	RATE STABILITY FUND	Revenue	USE OF MONEY AND PROPERTY	12,779.00	99,811.72	100,000.00
			Revenue Total		12,779.00	99,811.72	100,000.00
672 Total					12,779.00	99,811.72	100,000.00
673	670 - ELECTRIC ENTERPRISE	ELECTRIC IMPROVEMENT FU	Revenue	MISCELLANEOUS INCOME	0.00	658,760.23	1,500,000.00
				USE OF MONEY AND PROPERTY	6,780.00	0.00	0.00
			Revenue Total		6,780.00	658,760.23	1,500,000.00
			Expense	CAPITAL EXPENDITURES	(15,668,179.00)	(1,206,327.78)	(15,958,179.00)

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
673	670 - ELECTRIC ENTERPRISE	ELECTRIC IMPROVEMENT FU	Expense	SUPPLIES & SERVICES	(190,600.00)	0.00	(290,600.00)
				TRANSFERS OUT	0.00	0.00	(4,400,000.00)
			Expense Total		(15,858,779.00)	(1,206,327.78)	(20,648,779.00)
673 Total					(15,851,999.00)	(547,567.55)	(19,148,779.00)
674	670 - ELECTRIC ENTERPRISE	ELECTRIC REVENUE BOND P	Expense	CAPITAL EXPENDITURES	(72.00)	0.00	(72.00)
			Expense Total		(72.00)	0.00	(72.00)
674 Total					(72.00)	0.00	(72.00)
675	670 - ELECTRIC ENTERPRISE	PUBLIC BENEFIT FUND	Revenue	SALES AND SERVICE CHARGES	784,121.00	446,154.62	784,121.00
				USE OF MONEY AND PROPERTY	1,891.00	15,441.41	15,000.00
			Revenue Total		786,012.00	461,596.03	799,121.00
			Expense	CAPITAL EXPENDITURES	(112,838.00)	0.00	(112,838.00)
				SUPPLIES & SERVICES	(1,086,915.00)	(341,927.96)	(996,915.00)
			Expense Total		(1,199,753.00)	(341,927.96)	(1,109,753.00)
675 Total					(413,741.00)	119,668.07	(310,632.00)
678	670 - ELECTRIC ENTERPRISE	ELECTRIC REVENUE BOND D	Revenue	TRANSFERS IN	2,426,619.00	0.00	2,426,619.00
			Revenue Total		2,426,619.00	0.00	2,426,619.00
			Expense	DEBT SERVICE	(2,390,330.00)	(514,271.88)	(2,390,330.00)
				SUPPLIES & SERVICES	(1,100.00)	0.00	(1,100.00)
			Expense Total		(2,391,430.00)	(514,271.88)	(2,391,430.00)
678 Total					35,189.00	(514,271.88)	35,189.00
680	680 - WASTEWATER ENTER	WASTEWATER FUND	Revenue	SALES AND SERVICE CHARGES	5,350,000.00	4,270,679.20	6,250,000.00
				TRANSFERS IN	700,000.00	0.00	517.00
				USE OF MONEY AND PROPERTY	3,244.00	37,907.25	36,000.00
			Revenue Total		6,053,244.00	4,308,586.45	6,286,517.00
			Expense	CAPITAL EXPENDITURES	(2,966,780.00)	(216,999.98)	(716,780.00)
				DEBT SERVICE	(4,257.00)	(2,750.00)	(4,257.00)
				REPAIRS & MAINTENANCE	(154,824.00)	(28,755.35)	(154,824.00)
				SALARIES & BENEFITS	(1,062,574.00)	(510,285.07)	(1,062,574.00)
				SUPPLIES & SERVICES	(2,615,666.00)	(706,399.59)	(2,627,666.00)
				TRANSFERS OUT	(1,138,270.00)	(600,085.10)	(1,326,507.00)
			Expense Total		(7,942,371.00)	(2,065,275.09)	(5,892,608.00)
680 Total					(1,889,127.00)	2,243,311.36	393,909.00
681	680 - WASTEWATER ENTER	WASTEWATER CAPITAL FAC	Revenue	MISCELLANEOUS INCOME	7,222.00	79,991.58	91,650.00
				USE OF MONEY AND PROPERTY	250,000.00	159,647.45	165,000.00
			Revenue Total		257,222.00	239,639.03	256,650.00
			Expense	CAPITAL EXPENDITURES	(2,124,930.00)	0.00	(1,024,930.00)
			Expense Total		(2,124,930.00)	0.00	(1,024,930.00)
681 Total					(1,867,708.00)	239,639.03	(768,280.00)
682	680 - WASTEWATER ENTER	WASTEWATER TERTIARY FU	Revenue	SALES AND SERVICE CHARGES	348,815.00	203,705.68	348,815.00
				USE OF MONEY AND PROPERTY	11,822.00	113,598.88	140,000.00
			Revenue Total		360,637.00	317,304.56	488,815.00
682 Total					360,637.00	317,304.56	488,815.00
683	680 - WASTEWATER ENTER	BUA WASTEWATER CAPITAL	Revenue	USE OF MONEY AND PROPERTY	9,666.00	0.00	0.00
			Revenue Total		9,666.00	0.00	0.00
			Expense	CAPITAL EXPENDITURES	(3,933.00)	0.00	(3,933.00)
			Expense Total		(3,933.00)	0.00	(3,933.00)

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
683 Total					**5,733.00**	**0.00**	**(3,933.00)**
685	**680 - WASTEWATER ENTER**	STATE REVOLVING LOAN FU	**Revenue**	USE OF MONEY AND PROPERTY	1,615.00	7,908.34	8,000.00
			Revenue Total		**1,615.00**	**7,908.34**	**8,000.00**
685 Total					**1,615.00**	**7,908.34**	**8,000.00**
689	**680 - WASTEWATER ENTER**	BUA WASTEWATER DEBT SE	**Revenue**	TRANSFERS IN	290,920.00	0.00	290,920.00
			Revenue Total		**290,920.00**	**0.00**	**290,920.00**
			Expense	DEBT SERVICE	(281,550.00)	(260,195.00)	(281,550.00)
				SUPPLIES & SERVICES	(2,600.00)	(2,750.00)	(2,600.00)
			Expense Total		**(284,150.00)**	**(262,945.00)**	**(284,150.00)**
689 Total					**6,770.00**	**(262,945.00)**	**6,770.00**
690	**690 - REFUSE FUND**	REFUSE FUND	**Revenue**	MISCELLANEOUS INCOME	16,787.00	0.00	16,787.00
				SALES AND SERVICE CHARGES	915,000.00	894,532.94	1,049,480.00
				USE OF MONEY AND PROPERTY	2,315.00	91,575.28	100,000.00
			Revenue Total		**934,102.00**	**986,108.22**	**1,166,267.00**
			Expense	CAPITAL EXPENDITURES	(257,472.00)	(121,426.76)	(257,472.00)
				REPAIRS & MAINTENANCE	(73,107.00)	(22,919.00)	(73,107.00)
				SALARIES & BENEFITS	(223,170.00)	(113,375.88)	(223,170.00)
				SUPPLIES & SERVICES	(245,376.00)	(24,457.50)	(244,042.00)
				TRANSFERS OUT	(567,929.00)	(61,144.12)	(478,691.00)
			Expense Total		**(1,367,054.00)**	**(343,323.26)**	**(1,276,482.00)**
690 Total					**(432,952.00)**	**642,784.96**	**(110,215.00)**
700	**700 - INTERNAL SERVICE FU**	RISK MANAGEMENT FUND	**Revenue**	MISCELLANEOUS INCOME	158,856.00	0.00	0.00
				SALES AND SERVICE CHARGES	2,538,343.00	2,202,354.86	4,088,365.00
				USE OF MONEY AND PROPERTY	5,844.00	0.00	0.00
			Revenue Total		**2,703,043.00**	**2,202,354.86**	**4,088,365.00**
			Expense	REPAIRS & MAINTENANCE	(1,657.00)	0.00	(1,657.00)
				SALARIES & BENEFITS	(234,778.00)	(111,998.19)	(234,778.00)
				SUPPLIES & SERVICES	(4,520,878.00)	(3,992,284.93)	(5,777,536.00)
				TRANSFERS OUT	(104,623.00)	(88,189.24)	(176,428.00)
			Expense Total		**(4,861,936.00)**	**(4,192,472.36)**	**(6,190,399.00)**
700 Total					**(2,158,893.00)**	**(1,990,117.50)**	**(2,102,034.00)**
702	**700 - INTERNAL SERVICE FU**	FLEET MAINTENANCE FUND	**Revenue**	MISCELLANEOUS INCOME	9,841.00	99,199.27	103,941.00
				SALES AND SERVICE CHARGES	1,627,581.00	1,236,028.85	2,441,349.00
				USE OF MONEY AND PROPERTY	668.00	7,738.65	8,000.00
			Revenue Total		**1,638,090.00**	**1,342,966.77**	**2,553,290.00**
			Expense	CAPITAL EXPENDITURES	(100,000.00)	0.00	(100,000.00)
				REPAIRS & MAINTENANCE	(328,939.00)	(62,204.59)	(328,939.00)
				SALARIES & BENEFITS	(756,142.00)	(365,499.06)	(756,142.00)
				SUPPLIES & SERVICES	(867,886.00)	(511,024.26)	(886,592.00)
				TRANSFERS OUT	(180,403.00)	(122,053.40)	(244,106.00)
			Expense Total		**(2,233,370.00)**	**(1,060,781.31)**	**(2,315,779.00)**
702 Total					**(595,280.00)**	**282,185.46**	**237,511.00**
703	**700 - INTERNAL SERVICE FU**	INFORMATION SYSTEMS SEI	**Revenue**	SALES AND SERVICE CHARGES	621,727.00	338,378.64	1,456,202.00
				TRANSFERS IN	0.00	0.00	405,600.00
				USE OF MONEY AND PROPERTY	138.00	0.00	0.00
			Revenue Total		**621,865.00**	**338,378.64**	**1,861,802.00**

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
703	700 - INTERNAL SERVICE FU	INFORMATION SYSTEMS SEI	Expense	CAPITAL EXPENDITURES	(887,519.00)	(520,032.88)	(887,519.00)
				REPAIRS & MAINTENANCE	(273,832.00)	(174,407.23)	(273,332.00)
				SALARIES & BENEFITS	(621,499.00)	(310,711.47)	(621,499.00)
				SUPPLIES & SERVICES	(232,620.00)	(56,221.14)	(221,056.00)
				TRANSFERS OUT	(21,017.00)	(252,180.98)	(504,362.00)
			Expense Total		(2,036,487.00)	(1,313,553.70)	(2,507,768.00)
703 Total					(1,414,622.00)	(975,175.06)	(645,966.00)
704	700 - INTERNAL SERVICE FU	BUILDING MAINTENANCE	Revenue	TRANSFERS IN	0.00	436,740.94	873,482.00
			Revenue Total		0.00	436,740.94	873,482.00
			Expense	CAPITAL EXPENDITURES	0.00	0.00	(495,805.00)
				REPAIRS & MAINTENANCE	(122,102.00)	(54,204.46)	(138,500.00)
				SALARIES & BENEFITS	(369,740.00)	0.00	(369,740.00)
				SUPPLIES & SERVICES	(411,933.00)	(149,249.35)	(430,176.00)
				TRANSFERS OUT	0.00	(60,565.96)	(121,131.00)
			Expense Total		(903,775.00)	(264,019.77)	(1,555,352.00)
704 Total					(903,775.00)	172,721.17	(681,870.00)
705	700 - INTERNAL SERVICE FU	SUPPORT SERVICES	Revenue	TRANSFERS IN	0.00	777,042.12	1,554,084.00
			Revenue Total		0.00	777,042.12	1,554,084.00
			Expense	CAPITAL EXPENDITURES	(12,000.00)	(10,800.00)	(12,000.00)
				REPAIRS & MAINTENANCE	(37,469.00)	(26,386.01)	(37,469.00)
				SUPPLIES & SERVICES	(878,395.00)	(617,473.38)	(925,395.00)
				TRANSFERS OUT	0.00	(193,412.70)	(386,826.00)
			Expense Total		(927,864.00)	(848,072.09)	(1,361,690.00)
705 Total					(927,864.00)	(71,029.97)	192,394.00
761	700 - INTERNAL SERVICE FU	UTILITY BILLING ADMINISTR	Revenue	MISCELLANEOUS INCOME	2.00	0.00	2.00
				SALES AND SERVICE CHARGES	2,406,159.00	2,764,825.34	2,943,151.00
				USE OF MONEY AND PROPERTY	1,053.00	0.00	0.00
			Revenue Total		2,407,214.00	2,764,825.34	2,943,153.00
			Expense	REPAIRS & MAINTENANCE	(50,548.00)	(2,950.07)	(50,548.00)
				SALARIES & BENEFITS	(1,701,630.00)	(819,276.04)	(1,701,630.00)
				SUPPLIES & SERVICES	(658,609.00)	(172,179.33)	(614,337.00)
				TRANSFERS OUT	(264,898.00)	(195,867.86)	(391,735.00)
			Expense Total		(2,675,685.00)	(1,190,273.30)	(2,758,250.00)
761 Total					(268,471.00)	1,574,552.04	184,903.00
805	800 - SUCCESSOR AGENCY F	REDEVELOPMENT OBLIGATI	Revenue	TAXES	2,558,019.00	552,946.00	2,708,019.00
			Revenue Total		2,558,019.00	552,946.00	2,708,019.00
			Expense	TRANSFERS OUT	(2,545,291.00)	(37.06)	(2,545,313.00)
			Expense Total		(2,545,291.00)	(37.06)	(2,545,313.00)
805 Total					12,728.00	552,908.94	162,706.00
810	800 - SUCCESSOR AGENCY F	SUCCESSOR AGENCY LOW/M	Revenue	MISCELLANEOUS INCOME	16,524.00	0.00	0.00
				USE OF MONEY AND PROPERTY	3,241.00	21,813.18	23,000.00
			Revenue Total		19,765.00	21,813.18	23,000.00
			Expense	CAPITAL EXPENDITURES	(85,194.00)	(103,318.22)	(85,194.00)
				SUPPLIES & SERVICES	(14,443.00)	0.00	(14,443.00)
				TRANSFERS OUT	(998.00)	(27,836.78)	(55,673.00)
			Expense Total		(100,635.00)	(131,155.00)	(155,310.00)

Funds	Fund Type	Fund Description	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
810 Total					**(80,870.00)**	**(109,341.82)**	**(132,310.00)**
830	**800 - SUCCESSOR AGENCY F**	SUCCESSOR AGENCY DEBT S	**Revenue**	CONTRIBUTIONS	2,295,239.00	0.00	2,191,282.00
			Revenue Total		**2,295,239.00**	**0.00**	**2,191,282.00**
			Expense	DEBT SERVICE	(2,275,382.00)	(1,763,610.76)	(2,275,382.00)
				SUPPLIES & SERVICES	(1,750.00)	0.00	(1,750.00)
				TRANSFERS OUT	(18,108.00)	(198.80)	(397.00)
			Expense Total		**(2,295,240.00)**	**(1,763,809.56)**	**(2,277,529.00)**
830 Total					**(1.00)**	**(1,763,809.56)**	**(86,247.00)**
840	**800 - SUCCESSOR AGENCY F**	BEA CAPITAL PROJECTS FUN	**Revenue**	MISCELLANEOUS INCOME	25,786.00	0.00	0.00
				USE OF MONEY AND PROPERTY	7,500.00	0.00	0.00
			Revenue Total		**33,286.00**	**0.00**	**0.00**
			Expense	CAPITAL EXPENDITURES	5,682.00	0.00	(8,351.00)
				TRANSFERS OUT	(40,719.00)	(17,497.96)	(34,995.00)
			Expense Total		**(35,037.00)**	**(17,497.96)**	**(43,346.00)**
840 Total					**(1,751.00)**	**(17,497.96)**	**(43,346.00)**
841	**800 - SUCCESSOR AGENCY F**	BEA LOW/MOD CAPITAL PR	**Revenue**	MISCELLANEOUS INCOME	128.00	0.00	0.00
			Revenue Total		**128.00**	**0.00**	**0.00**
			Expense	TRANSFERS OUT	(109.00)	(22.80)	(46.00)
			Expense Total		**(109.00)**	**(22.80)**	**(46.00)**
841 Total					**19.00**	**(22.80)**	**(46.00)**
850	**800 - SUCCESSOR AGENCY F**	SUCCESSOR AGENCY ADMIN	**Revenue**	USE OF MONEY AND PROPERTY	117.00	19,500.00	0.00
			Revenue Total		**117.00**	**19,500.00**	**0.00**
			Expense	TRANSFERS OUT	(251.00)	(2,566.00)	(5,132.00)
			Expense Total		**(251.00)**	**(2,566.00)**	**(5,132.00)**
850 Total					**(134.00)**	**16,934.00**	**(5,132.00)**
Grand Total					**(52,159,913.00)**	**(4,975,398.28)**	**(31,666,333.00)**

Fund Type	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
001 - GENERAL FUND	**Revenue**	CHARGES FOR SERVICES	1,120,307.00	367,730.27	749,248.00
		CONTRIBUTIONS	373,400.00	22,833.73	370,900.00
		FINES AND FORFEITURES	138,612.00	56,362.76	241,993.00
		INTERGOVERNMENTAL	765,565.00	107,952.06	604,668.00
		LICENSES AND PERMITS	2,611,838.00	2,701,553.49	7,005,142.00
		MISCELLANEOUS INCOME	2,098,846.00	804,041.86	1,615,660.00
		TAXES	16,847,367.00	6,774,511.50	16,376,310.00
		TRANSFERS IN	3,654,899.00	1,294,079.30	5,513,483.00
		USE OF MONEY AND PROPERTY	81,849.00	132,094.55	207,600.00
	Revenue Total		**27,692,683.00**	**12,261,159.52**	**32,685,004.00**
	Expense	CAPITAL EXPENDITURES	(1,892,082.00)	(605,368.68)	(1,016,277.00)
		REPAIRS & MAINTENANCE	(505,387.00)	(149,158.43)	(480,110.00)
		SALARIES & BENEFITS	(17,436,155.00)	(9,646,168.51)	(18,228,482.00)
		SUPPLIES & SERVICES	(9,045,238.00)	(2,714,106.72)	(9,369,308.00)
		TRANSFERS OUT	(1,539,004.00)	(1,495,385.98)	(2,998,516.00)
	Expense Total		**(30,417,866.00)**	**(14,610,188.32)**	**(32,092,693.00)**
001 - GENERAL FUND Total			**(2,725,183.00)**	**(2,349,028.80)**	**592,311.00**
100 - SPECIAL REVENUE FUNDS	**Revenue**	CHARGES FOR SERVICES	4.00	0.00	4.00
		CONTRIBUTIONS	11,983.00	9,246.20	10,550.00
		INTERGOVERNMENTAL	3,737,259.00	903,962.56	4,386,957.00
		MISCELLANEOUS INCOME	109,885.00	32,819.17	19,859.00
		TAXES	1,023,543.00	428,256.88	1,123,543.00
		TRANSFERS IN	989,676.00	0.00	947,712.00
		USE OF MONEY AND PROPERTY	2,646.00	31,062.84	37,430.00
	Revenue Total		**5,874,996.00**	**1,405,347.65**	**6,526,055.00**
	Expense	CAPITAL EXPENDITURES	(6,458,408.00)	(2,385,326.91)	(5,458,408.00)
		REPAIRS & MAINTENANCE	(80,958.00)	(27,413.22)	(80,958.00)
		SALARIES & BENEFITS	(693,863.00)	(402,258.54)	(693,863.00)
		STREET LIGHTING	(336,000.00)	0.00	(336,000.00)
		SUPPLIES & SERVICES	(729,647.00)	(285,899.79)	(544,490.00)
		TRANSFERS OUT	(930,716.00)	(412,097.90)	(2,933,029.00)
	Expense Total		**(9,229,592.00)**	**(3,512,996.36)**	**(10,046,748.00)**
100 - SPECIAL REVENUE FUNDS Total			**(3,354,596.00)**	**(2,107,648.71)**	**(3,520,693.00)**

Fund Type	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
300 - FIDUCIARY FUNDS	**Revenue**	TAXES	199,367.00	99,451.53	199,367.00
		USE OF MONEY AND PROPERTY	46.00	1,969.82	1,800.00
	Revenue Total		**199,413.00**	**101,421.35**	**201,167.00**
	Expense	DEBT SERVICE	(188,142.00)	(141,548.75)	(188,142.00)
		SUPPLIES & SERVICES	(4,168.00)	(2,457.36)	(4,168.00)
		TRANSFERS OUT	(7,103.00)	(1,075.20)	(2,150.00)
	Expense Total		**(199,413.00)**	**(145,081.31)**	**(194,460.00)**
300 - FIDUCIARY FUNDS Total			**0.00**	**(43,659.96)**	**6,707.00**
400 - CAPITAL IMPROVEMENT FUNDS	**Revenue**	MISCELLANEOUS INCOME	141,045.00	247,027.47	127,340.00
		TRANSFERS IN	0.00	0.00	84,248.00
		USE OF MONEY AND PROPERTY	5,221.00	72,692.68	77,000.00
	Revenue Total		**146,266.00**	**319,720.15**	**288,588.00**
	Expense	CAPITAL EXPENDITURES	(756,177.00)	(164,419.87)	(763,177.00)
		SUPPLIES & SERVICES	(322,999.00)	(296,926.00)	(322,999.00)
		TRANSFERS OUT	(10,111.00)	(1,202.16)	(2,404.00)
	Expense Total		**(1,089,287.00)**	**(462,548.03)**	**(1,088,580.00)**
400 - CAPITAL IMPROVEMENT FUNDS Total			**(943,021.00)**	**(142,827.88)**	**(799,992.00)**
600 - AIRPORT FUND	**Revenue**	INTERGOVERNMENTAL	20,000.00	7,052.17	0.00
		MISCELLANEOUS INCOME	0.00	1.96	0.00
		SALES AND SERVICE CHARGES	155,600.00	4,378.35	155,600.00
		TRANSFERS IN	0.00	0.00	74.00
		USE OF MONEY AND PROPERTY	0.00	4.37	0.00
	Revenue Total		**175,600.00**	**11,436.85**	**155,674.00**
	Expense	CAPITAL EXPENDITURES	6,695.00	0.00	6,695.00
		REPAIRS & MAINTENANCE	(18,215.00)	(11,215.00)	(18,215.00)
		SALARIES & BENEFITS	(109,367.00)	(56,645.80)	(109,367.00)
		SUPPLIES & SERVICES	(95,256.00)	(58,735.01)	(95,256.00)
		TRANSFERS OUT	(46,869.00)	(40,942.38)	(81,884.00)
	Expense Total		**(263,012.00)**	**(167,538.19)**	**(298,027.00)**
600 - AIRPORT FUND Total			**(87,412.00)**	**(156,101.34)**	**(142,353.00)**

Fund Type	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
610 - TRANSIT FUND	**Revenue**	CHARGES FOR SERVICES	74,230.00	55.00	0.00
		INTERGOVERNMENTAL	4,371,071.00	1,142,453.19	1,931,071.00
		MISCELLANEOUS INCOME	21,026.00	0.00	21,026.00
		OTHER INCOME	12,291.00	0.00	6,061,216.00
		SALES AND SERVICE CHARGES	76,100.00	23,921.72	64,662.00
		TRANSFERS IN	60,000.00	0.00	60,000.00
		USE OF MONEY AND PROPERTY	213.00	9,417.15	8,000.00
	Revenue Total		**4,614,931.00**	**1,175,847.06**	**8,145,975.00**
	Expense	CAPITAL EXPENDITURES	(7,979,727.00)	(2,029,441.12)	(6,479,727.00)
		REPAIRS & MAINTENANCE	(17,517.00)	(825.00)	(17,517.00)
		SALARIES & BENEFITS	(1,487,935.00)	(745,403.55)	(1,487,935.00)
		SUPPLIES & SERVICES	(167,126.00)	(37,733.52)	(58,721.00)
		TRANSFERS OUT	(794,903.00)	(962,050.68)	(1,924,101.00)
	Expense Total		**(10,447,208.00)**	**(3,775,453.87)**	**(9,968,001.00)**
610 - TRANSIT FUND Total			**(5,832,277.00)**	**(2,599,606.81)**	**(1,822,026.00)**
660 - WATER ENTERPRISE	**Revenue**	INTERGOVERNMENTAL	1,550,000.00	253,271.20	1,600,000.00
		MISCELLANEOUS INCOME	201,221.00	465,600.80	568,585.00
		SALES AND SERVICE CHARGES	11,526,377.00	8,377,566.24	14,118,877.00
		TRANSFERS IN	3,416,263.00	0.00	2,027,565.00
		USE OF MONEY AND PROPERTY	55,636.00	413,715.92	428,000.00
	Revenue Total		**16,749,497.00**	**9,510,154.16**	**18,743,027.00**
	Expense	CAPITAL EXPENDITURES	(9,468,885.00)	(2,200,561.71)	(9,218,885.00)
		DEBT SERVICE	(1,912,282.00)	(1,589,406.26)	(1,912,282.00)
		PURCHASED POWER	(1,250,000.00)	(478,655.09)	(1,250,000.00)
		REPAIRS & MAINTENANCE	(255,079.00)	(41,525.97)	(255,079.00)
		SALARIES & BENEFITS	(2,896,094.00)	(1,416,510.47)	(2,896,094.00)
		SUPPLIES & SERVICES	(4,896,459.00)	(1,244,392.17)	(4,892,387.00)
		TRANSFERS OUT	(4,875,740.00)	(1,318,562.70)	(5,172,773.00)
	Expense Total		**(25,554,539.00)**	**(8,289,614.37)**	**(25,597,500.00)**
660 - WATER ENTERPRISE Total			**(8,805,042.00)**	**1,220,539.79**	**(6,854,473.00)**

Fund Type	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
670 - ELECTRIC ENTERPRISE	**Revenue**	INTERGOVERNMENTAL	13,515.00	4,240.00	13,515.00
		MISCELLANEOUS INCOME	2,544,130.00	904,899.22	4,302,933.00
		SALES AND SERVICE CHARGES	32,040,698.00	20,735,527.23	33,340,698.00
		TRANSFERS IN	2,426,619.00	0.00	7,186,619.00
		USE OF MONEY AND PROPERTY	39,540.00	145,389.26	155,000.00
	Revenue Total		**37,064,502.00**	**21,790,055.71**	**44,998,765.00**
	Expense	CAPITAL EXPENDITURES	(15,999,073.00)	(1,221,722.90)	(16,404,073.00)
		DEBT SERVICE	(2,390,330.00)	(514,271.88)	(2,390,330.00)
		PURCHASED POWER	(22,401,893.00)	(14,290,148.83)	(22,362,000.00)
		REPAIRS & MAINTENANCE	(279,625.00)	(118,447.59)	(274,625.00)
		SALARIES & BENEFITS	(6,571,194.00)	(2,090,047.77)	(6,571,194.00)
		STREET LIGHTING	(244,287.00)	(90,285.05)	(194,287.00)
		SUPPLIES & SERVICES	(3,047,876.00)	(682,937.37)	(2,613,876.00)
		TRANSFERS OUT	(6,388,660.00)	(2,439,569.08)	(10,409,823.00)
	Expense Total		**(57,322,938.00)**	**(21,447,430.47)**	**(61,220,208.00)**
670 - ELECTRIC ENTERPRISE Total			**(20,258,436.00)**	**342,625.24**	**(16,221,443.00)**
680 - WASTEWATER ENTERPRISE	**Revenue**	MISCELLANEOUS INCOME	7,222.00	79,991.58	91,650.00
		SALES AND SERVICE CHARGES	5,698,815.00	4,474,384.88	6,598,815.00
		TRANSFERS IN	990,920.00	0.00	291,437.00
		USE OF MONEY AND PROPERTY	276,347.00	319,061.92	349,000.00
	Revenue Total		**6,973,304.00**	**4,873,438.38**	**7,330,902.00**
	Expense	CAPITAL EXPENDITURES	(5,095,643.00)	(216,999.98)	(1,745,643.00)
		DEBT SERVICE	(285,807.00)	(262,945.00)	(285,807.00)
		REPAIRS & MAINTENANCE	(154,824.00)	(28,755.35)	(154,824.00)
		SALARIES & BENEFITS	(1,062,574.00)	(510,285.07)	(1,062,574.00)
		SUPPLIES & SERVICES	(2,618,266.00)	(709,149.59)	(2,630,266.00)
		TRANSFERS OUT	(1,138,270.00)	(600,085.10)	(1,326,507.00)
	Expense Total		**(10,355,384.00)**	**(2,328,220.09)**	**(7,205,621.00)**
680 - WASTEWATER ENTERPRISE Total			**(3,382,080.00)**	**2,545,218.29**	**125,281.00**
690 - REFUSE FUND	**Revenue**	MISCELLANEOUS INCOME	16,787.00	0.00	16,787.00
		SALES AND SERVICE CHARGES	915,000.00	894,532.94	1,049,480.00
		USE OF MONEY AND PROPERTY	2,315.00	91,575.28	100,000.00
	Revenue Total		**934,102.00**	**986,108.22**	**1,166,267.00**
	Expense	CAPITAL EXPENDITURES	(257,472.00)	(121,426.76)	(257,472.00)
		REPAIRS & MAINTENANCE	(73,107.00)	(22,919.00)	(73,107.00)
		SALARIES & BENEFITS	(223,170.00)	(113,375.88)	(223,170.00)
		SUPPLIES & SERVICES	(245,376.00)	(24,457.50)	(244,042.00)
		TRANSFERS OUT	(567,929.00)	(61,144.12)	(478,691.00)
	Expense Total		**(1,367,054.00)**	**(343,323.26)**	**(1,276,482.00)**
690 - REFUSE FUND Total			**(432,952.00)**	**642,784.96**	**(110,215.00)**

Fund Type	Classification	Account Category	Current Budget	Year-To-Date (YTD) Actuals	Recommended Budget
700 - INTERNAL SERVICE FUNDS	**Revenue**	MISCELLANEOUS INCOME	168,699.00	99,199.27	103,943.00
		SALES AND SERVICE CHARGES	7,193,810.00	6,541,587.69	10,929,067.00
		TRANSFERS IN	0.00	1,213,783.06	2,833,166.00
		USE OF MONEY AND PROPERTY	7,703.00	7,738.65	8,000.00
	Revenue Total		**7,370,212.00**	**7,862,308.67**	**13,874,176.00**
	Expense	CAPITAL EXPENDITURES	(999,519.00)	(530,832.88)	(1,495,324.00)
		REPAIRS & MAINTENANCE	(814,547.00)	(320,152.36)	(830,445.00)
		SALARIES & BENEFITS	(3,683,789.00)	(1,607,484.76)	(3,683,789.00)
		SUPPLIES & SERVICES	(7,570,321.00)	(5,498,432.39)	(8,855,092.00)
		TRANSFERS OUT	(570,941.00)	(912,270.14)	(1,824,588.00)
	Expense Total		**(13,639,117.00)**	**(8,869,172.53)**	**(16,689,238.00)**
700 - INTERNAL SERVICE FUNDS Total			**(6,268,905.00)**	**(1,006,863.86)**	**(2,815,062.00)**
800 - SUCCESSOR AGENCY FUNDS	**Revenue**	CONTRIBUTIONS	2,295,239.00	0.00	2,191,282.00
		MISCELLANEOUS INCOME	42,438.00	0.00	0.00
		TAXES	2,558,019.00	552,946.00	2,708,019.00
		USE OF MONEY AND PROPERTY	10,858.00	41,313.18	23,000.00
	Revenue Total		**4,906,554.00**	**594,259.18**	**4,922,301.00**
	Expense	CAPITAL EXPENDITURES	(79,512.00)	(103,318.22)	(93,545.00)
		DEBT SERVICE	(2,275,382.00)	(1,763,610.76)	(2,275,382.00)
		SUPPLIES & SERVICES	(16,193.00)	0.00	(16,193.00)
		TRANSFERS OUT	(2,605,476.00)	(48,159.40)	(2,641,556.00)
	Expense Total		**(4,976,563.00)**	**(1,915,088.38)**	**(5,026,676.00)**
800 - SUCCESSOR AGENCY FUNDS Total			**(70,009.00)**	**(1,320,829.20)**	**(104,375.00)**
Grand Total			**(52,159,913.00)**	**(4,975,398.28)**	**(31,666,333.00)**

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	321.18-01	FINES AND FORFEITURES	COURT FINES AND OTHER FINES	FORFEITS/PENALTIES / CVC FINES	41,184.60	93,000.00	-	93,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	321.18-03	FINES AND FORFEITURES	COURT FINES AND OTHER FINES	FORFEITS/PENALTIES / BUSINESS LIC-PENALTIES	2,333.33	3,000.00	-	3,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	321.18-08	FINES AND FORFEITURES	COURT FINES AND OTHER FINES	FORFEITS/PENALTIES / TRANSIENT OCCUP-PENALTIE	481.95	-	1,000.00	1,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	331.25-07	USE OF MONEY AND PROPERTY	RENTAL INCOME	LEASE INCOME	-	20,000.00	(14,000.00)	6,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	331.25-86	MISCELLANEOUS INCOME	MISCELLANEOUS	DSA ADMIN FEE SB1186	2,012.00	50,000.00	(45,000.00)	5,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	349.34-50	MISCELLANEOUS INCOME	MISCELLANEOUS	CITY / PASS THRU - CRA	461,726.72	600,000.00	-	600,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	351.35-04	MISCELLANEOUS INCOME	MISCELLANEOUS	RETURNED CHECK FEES-UT	3,985.00	12,000.00	(6,000.00)	6,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	361.41-01	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / CASH OVER/SHORT	(50.62)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	361.41-03	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / ONLINE CREDIT CHECK REV	1,970.00	3,000.00	-	3,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	361.41-56	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMAS / ENA FEE	-	500,000.00	(500,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	79.75	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	361.41-76	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / UNCLAIMED WARRANTS	3.50	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(51.96)	(9,000.00)	5,000.00	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(38.97)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(878.90)	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(55.35)	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(12,706.43)	(8,500.00)	(2,242.00)	(10,742.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(75.00)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	(117.74)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	-	(48.00)	-	(48.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	25-09	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	TUITION/BOOKS REIMBURSE	(2,260.85)	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(527.00)	-	(527.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(811.04)	(420.00)	(1,250.00)	(1,670.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(1,000.00)	(2,000.00)	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(473.95)	(35,491.00)	3,000.00	(32,491.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(24,755.67)	(100,000.00)	-	(100,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	33-32	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/PHYSICAL EXAMS	(7,603.25)	(17,083.00)	-	(17,083.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,251.99)	(6,000.00)	(2,000.00)	(8,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(36.85)	-	(1,000.00)	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	41-15	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / SPECIAL EMPLOYEE PROGRA	(1,805.36)	(3,500.00)	(1,500.00)	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	41-17	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PERSONNEL TEST COSTS	-	(5,742.00)	2,242.00	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	41-29	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / FIRE SAFETY PROGRAMS	(22,500.00)	(54,937.00)	10,000.00	(44,937.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(444.02)	(3,000.00)	(1,000.00)	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(100.00)	-	(100.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(574.31)	(2,500.00)	-	(2,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(960.00)	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(79.09)	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(4,724.28)	(15,600.00)	-	(15,600.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(386.89)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-27	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CONTRACT EMPLOYMENT SVCS	(2,832.60)	-	(3,000.00)	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	23-46	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	RETURNED CHECK/BANK FEES	4,195.01	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(150.00)	-	(150.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(1,662.22)	(1,200.00)	(2,000.00)	(3,200.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(300.00)	(1,920.00)	-	(1,920.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,819.35)	(2,200.00)	-	(2,200.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(3,331.80)	(33,365.00)	-	(33,365.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	1,249.71	(45,000.00)	-	(45,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(24,375.00)	-	(24,375.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(2,787.87)	(4,320.00)	-	(4,320.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	(753.18)	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(6,292.03)	(5,017.00)	-	(5,017.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(252.34)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(1,250.00)	500.00	(750.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(560.00)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(33.12)	(500.00)	250.00	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(4,827.24)	(6,800.00)	(3,000.00)	(9,800.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-27	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CONTRACT EMPLOYMENT SVCS	(20,894.58)	(25,000.00)	4,000.00	(21,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	23-33	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	COMPUTER SERVICES	-	(5,350.00)	1,500.00	(3,850.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(400.00)	-	(700.00)	(700.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(371.87)	(600.00)	-	(600.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(1,250.00)	(12,000.00)	6,000.00	(6,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,552.02)	(6,000.00)	(1,000.00)	(7,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	(948.10)	(2,500.00)	500.00	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(2,531.04)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(60,802.70)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(7,487.76)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(39.46)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(11,721.00)	11,721.00	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	-	62.00	(62.00)	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(13,905.55)	(89,283.00)	89,283.00	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(19.38)	-	-	-
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(10,388.00)	(7,207.00)	(5,000.00)	(12,207.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	-	(30,048.00)	-	(30,048.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(39,940.56)	(60,316.00)	-	(60,316.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(477.57)	(3,056.00)	-	(3,056.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(3,476.64)	(14,560.00)	-	(14,560.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(22,909.37)	(22,909.00)	-	(22,909.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(8,086.81)	(11,881.00)	-	(11,881.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(551,947.59)	(759,302.00)	(42,000.00)	(801,302.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(6,632.85)	(6,585.00)	-	(6,585.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Revenue	311.16-01	LICENSES AND PERMITS	OTHER PERMITS	ANIMAL LICENSES	6,877.00	15,000.00	(3,000.00)	12,000.00
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Revenue	351.35-09	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	MISC ANIMAL CONTROL FEES	(3,283.60)	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(834.60)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(719.00)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(2,386.28)	(1,500.00)	(1,500.00)	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(16.00)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	26-07	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	RADIO TRANSMISSION SVCS	-	(1,000.00)	500.00	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	26-08	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	CELLULAR PHONE SERVICE	(703.74)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	-	(7,950.00)	-	(7,950.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(7,419.76)	(12,000.00)	-	(12,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	33-90	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ANIMAL CONTROL SVCS	(14,002.56)	(60,000.00)	-	(60,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(915.43)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	36-04	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CLOTHING/ACCOUNTERMENTS	(5,091.31)	(3,000.00)	(2,500.00)	(5,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2310	CITY MANAGER	ANIMAL SHELTER	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(2,091.60)	(6,000.00)	-	(6,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2310	CITY MANAGER	ANIMAL SHELTER	Expense	33-90	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ANIMAL CONTROL SVCS	(44,666.67)	(60,000.00)	-	(60,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(2,750.00)	-	(2,750.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	23-14	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ELECTRICIAN SERVICES	-	(1,250.00)	-	(1,250.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	23-15	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	RECREATION OFFICIALS/INST	-	(1,000.00)	-	(1,000.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(210.00)	(1,200.00)	-	(1,200.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(5,635.02)	(10,437.00)	-	(10,437.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	-	(1,400.00)	-	(1,400.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(21,315.08)	(50,500.00)	8,000.00	(42,500.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(6,062.53)	(18,800.00)	-	(18,800.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(130.90)	(5,350.00)	-	(5,350.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(4,250.00)	-	(4,250.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	30-12	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-POOL	-	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	36-08	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CHMCLS/GASES/POOL SUPPLS	(6,372.48)	(15,000.00)	-	(15,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	36-09	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	RECREATION SUPPLIES	(301.25)	(1,400.00)	-	(1,400.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	36-22	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	SNACK BAR-CONCESSION SUP	(1,995.42)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	331.25-02	USE OF MONEY AND PROPERTY	RENTAL INCOME	FACILITY RENTAL	2,162.00	11,000.00	(2,000.00)	9,000.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	351.35-67	CHARGES FOR SERVICES	RECREATION FEES	SWIMMING POOL ADMISSIONS	16,052.00	24,000.00	(7,000.00)	17,000.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	351.35-71	CHARGES FOR SERVICES	RECREATION FEES	CONTRACT CLASS FEES	1,440.00	2,750.00	-	2,750.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	351.35-95	CHARGES FOR SERVICES	RECREATION FEES	RECREATION CLASS FEES	2,385.00	34,900.00	(5,000.00)	29,900.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	351.36-02	CHARGES FOR SERVICES	RECREATION FEES	SNACK BAR CONCESSIONS	3,350.00	7,000.00	(3,500.00)	3,500.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	351.36-09	CHARGES FOR SERVICES	RECREATION FEES	AQUATIC CONCESSIONS	532.00	1,075.00	(500.00)	575.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Revenue	361.41-01	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / CASH OVER/SHORT	13.00	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	-	(48.00)	48.00	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	-	(6,304.00)	6,304.00	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(48.00)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(657.73)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(14.90)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-01	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-GRNDS/FIEL	(742.54)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	945.94	(1,555.00)	1,555.00	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-21	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT AC/HEATING	-	(1.00)	1.00	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(3,210.00)	3,210.00	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CUSTODIAN SERVICES	-	(7,240.00)	7,240.00	-
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	311.16-03	LICENSES AND PERMITS	BUILDING PERMITS	BUILDING PERMITS	1,038,640.36	580,000.00	1,216,000.00	1,796,000.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	311.16-04	LICENSES AND PERMITS	OTHER PERMITS	PLUMBING PERMITS	61,316.15	63,099.00	25,000.00	88,099.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	311.16-05	LICENSES AND PERMITS	OTHER PERMITS	ELECTRICAL PERMITS	182,069.10	200,000.00	110,000.00	310,000.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	311.16-06	LICENSES AND PERMITS	OTHER PERMITS	MECHANICAL PERMITS	69,173.96	96,852.00	10,000.00	106,852.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	311.16-10	LICENSES AND PERMITS	OTHER PERMITS	GRADING PERMITS	16,758.15	-	20,000.00	20,000.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-16	LICENSES AND PERMITS	OTHER PERMITS	CONSTRUCTION PLAN CK FEE	420,834.08	192,414.00	2,848,986.00	3,041,400.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-17	LICENSES AND PERMITS	OTHER PERMITS	PLAN STORAGE/COMP DATA	27,502.00	33,175.00	10,000.00	43,175.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-18	LICENSES AND PERMITS	OTHER PERMITS	S M I P FEES	4,176.52	3,139.00	3,200.00	6,339.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-20	LICENSES AND PERMITS	OTHER PERMITS	CODE CONFORMANCE INSPEC	830.00	4,954.00	(3,000.00)	1,954.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-21	LICENSES AND PERMITS	OTHER PERMITS	DEMO SITE CLEARANCE	3,357.28	7,540.00	(3,000.00)	4,540.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-22	LICENSES AND PERMITS	OTHER PERMITS	TITLE 24 ENERGY CALCS	5,633.40	1,635.00	9,000.00	10,635.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-24	LICENSES AND PERMITS	OTHER PERMITS	MISC BLDG INSP FEES	7,405.36	6,872.00	7,000.00	13,872.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	351.35-97	LICENSES AND PERMITS	OTHER PERMITS	MISC BUILDING DEPT FEES	8,736.00	10,221.00	5,000.00	15,221.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	2,000.00	(2,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	321.18-10	FINES AND FORFEITURES	COURT FINES AND OTHER FINES	FORFEITS/PENALTIES / CODE ENF - ADMIN CITATIO	11,631.48	-	110,000.00	110,000.00
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	351.35-15	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	NUISANCE ABATEMENT FEE	15,736.94	25,000.00	(5,000.00)	20,000.00
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	351.35-20	LICENSES AND PERMITS	OTHER PERMITS	CODE CONFORMANCE INSPEC	120.00	300.00	-	300.00
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	351.35-83	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	WEED ABATEMENT FEE	4,247.08	5,873.00	2,500.00	8,373.00
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	351.35-89	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	VEHICLE ABATEMENT FEE	-	3,559.00	(3,559.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	351.36-06	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	ABAND PROP REGIST FEE	375.00	5,752.00	(5,000.00)	752.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(43.00)	-	(43.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	-	-	(3,500.00)	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(320.00)	-	(7,000.00)	(7,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(1,149.06)	(550.00)	-	(550.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	23-33	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	COMPUTER SERVICES	(50,542.30)	(47,833.00)	(2,267.00)	(50,100.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(75.20)	(332.00)	-	(332.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(4,286.00)	-	(4,286.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(53,524.00)	(671,600.00)	(325,000.00)	(996,600.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(444.91)	(1,069.00)	-	(1,069.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	41-28	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / SMIP FEES TO STATE	-	(132.00)	-	(132.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(568.00)	-	(568.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(749.00)	-	(749.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	-	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(3,815.00)	1,000.00	(2,815.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(3,478.14)	(3,500.00)	-	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(166.86)	(3,000.00)	(2,500.00)	(5,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-07	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	MISC CONTRACT SVC	(397.00)	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	23-39	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	WEED ABATEMENT SERVICES	(12,300.37)	(32,381.00)	-	(32,381.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(816.00)	-	-	(16.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(250.00)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,238.06)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(10,883.06)	(10,884.00)	-	(10,884.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(8,646.76)	(8,184.00)	-	(8,184.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(9,600.00)	-	(9,600.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,466.86)	(429.00)	-	(429.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	36-04	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CLOTHING/ACCOUNTERMENTS	(2,598.24)	(837.00)	(12,375.00)	(13,212.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(60.60)	(61.00)	-	(61.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(13,379.00)	-	(13,379.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	89-52	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	VEHICLES	-	-	(500.00)	(500.00)
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Expense	33-53	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ENGINEERING SERVICES	-	(1,073.00)	-	(1,073.00)
400 - CAPITAL IMPROVEMENT FUNDS	400	POLICE FACILITIES DVLP FUND	2200	POLICE	POLICE	Revenue	361.41-33	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / POLICE FACIL DVLP FEE	25,177.97	2,469.00	-	2,469.00
400 - CAPITAL IMPROVEMENT FUNDS	410	FIRE FACILITIES DEVELOPMENT FUND	2400	FIRE	FIRE	Revenue	361.41-34	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / F/FACIL DVLP FEE	73,003.56	4,005.00	-	4,005.00
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Revenue	361.41-42	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / TRAFFIC IMPROVEMENT FEE	69,461.90	100,001.00	-	100,001.00
400 - CAPITAL IMPROVEMENT FUNDS	430	GENERAL FACILITIES FUND	2900	GENERAL FACILITIES	GENERAL FACILITIES	Revenue	361.41-43	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / GENERAL FACILITIES FEES	15,962.00	15,000.00	-	15,000.00
400 - CAPITAL IMPROVEMENT FUNDS	430	GENERAL FACILITIES FUND	2900	GENERAL FACILITIES	GENERAL FACILITIES	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	2,281.00	(2,281.00)	-
001 - GENERAL FUND	001	GENERAL FUND	1800	CITY ATTORNEY	CITY ATTORNEY	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(1,117.00)	-	(1,117.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(538.67)	(615.00)	-	(615.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(428.96)	(50.00)	(450.00)	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(402.00)	(600.00)	(300.00)	(900.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(1,075.21)	(1,000.00)	(75.00)	(1,075.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(599.00)	(1,000.00)	75.00	(925.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	23-07	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	MISC CONTRACT SVC	(496.00)	(750.00)	-	(750.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(103.22)	(360.00)	-	(360.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(163.43)	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(306.72)	(520.00)	-	(520.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	33-72	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ORDINANCE CODIFICATION	(7,385.00)	(7,385.00)	-	(7,385.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(6,355.53)	(6,100.00)	(250.00)	(6,350.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(8,400.00)	1,000.00	(7,400.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(249.00)	-	(249.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(18,408.09)	(24,822.00)	-	(24,822.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(20,768.39)	(28,000.00)	-	(28,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,840.84)	(2,100.00)	-	(2,100.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(7,000.00)	(10,069.00)	-	(10,069.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(225.15)	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(1,154.83)	(999.00)	-	(999.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	41-86	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTION	(592.63)	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(1,659.35)	(2,500.00)	-	(2,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(715.00)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(150.00)	-	(150.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(613.34)	(3,575.00)	-	(3,575.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(9.65)	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(9,844.27)	(14,000.00)	-	(14,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(25.00)	(2,260.00)	-	(2,260.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	23-47	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	GENERAL EXPENSES	-	(324.00)	-	(324.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(287.37)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,940.06)	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(42.00)	-	(42.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(51,619.06)	(21,754.00)	11,878.00	(9,876.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(2,016.32)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(73.60)	(207.00)	-	(207.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	(290.93)	(430.00)	-	(430.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(5,008.00)	-	(5,008.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	41-30	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY SERVICES	-	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	41-36	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / STAGECOACH DAYS APPROPR	(94,063.39)	(115,500.00)	-	(115,500.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	41-58	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / 4TH OF JULY CELEBRATION	(2,128.61)	(38,650.00)	-	(38,650.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	41-59	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / FLAVHOUSE BOWL	(12,500.00)	(13,500.00)	-	(13,500.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	41-60	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / DISASTER SURVIVAL EXPO	-	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	41-86	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTION	(5,992.14)	(15,000.00)	-	(15,000.00)
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Revenue	361.41-26	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / JULY 4TH DONATIONS	764.72	1,000.00	(235.00)	765.00
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Revenue	344.33-03	CONTRIBUTIONS	CONTRIBUTIONS	COUNTY NUTRITION PROGRAM	3,150.00	5,400.00	-	5,400.00
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Revenue	361.41-12	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS	-	2,500.00	(2,500.00)	-
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Revenue	361.41-37	CONTRIBUTIONS	CONTRIBUTIONS	STAGECOACH DONATIONS	19,683.73	115,500.00	-	115,500.00
001 - GENERAL FUND	005	ADMIN ALLOWANCE FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Revenue	381.56-88	CONTRIBUTIONS	CONTRIBUTIONS FROM SUCCESSOR AGENCY	TRANS-RDV OBLIG RETIRE FD	-	250,000.00	-	250,000.00
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Revenue	361.41-12	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS	-	1,400.00	(1,400.00)	-
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Revenue	361.41-73	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS-SENIOR CENTER	531.25	3,000.00	(1,000.00)	2,000.00
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Revenue	361.41-85	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS/HEALTHY CITIE	-	1,400.00	(1,400.00)	-
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Revenue	361.42-17	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATION-HOLIDAY LUNCHE	2,200.00	1,433.00	767.00	2,200.00
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Revenue	361.42-18	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONAT'N RECREATION FEES	40.00	2,350.00	(1,000.00)	1,350.00
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Revenue	361.42-20	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS-COMM. CENTER	-	400.00	(400.00)	-
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Revenue	361.41-12	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS	3,210.00	-	1,500.00	1,500.00
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Revenue	361.41-12	CONTRIBUTIONS	CONTRIBUTIONS	SPC PRGRMS / DONATIONS	3,264.95	2,000.00	1,500.00	3,500.00
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Revenue	381.56-88	CONTRIBUTIONS	CONTRIBUTIONS FROM SUCCESSOR AGENCY	TRANS-RDV OBLIG RETIRE FD	-	2,295,239.00	(103,957.00)	2,191,282.00
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Revenue	351.35-88	CHARGES FOR SERVICES	RECREATION FEES	DAY CAMP	1,385.00	28,700.00	-	28,700.00
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	36-09	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	RECREATION SUPPLIES	-	(3,000.00)	-	(3,000.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	61-12	DEBT SERVICE	DEBT SERVICE-PRINCIPAL	PRINCIPAL LIMIT OBL BONDS	(95,000.00)	(100,000.00)	-	(100,000.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	62-12	DEBT SERVICE	DEBT SERVICE - INTEREST	INTEREST-LIMIT OBL BONDS	(42,891.25)	(84,815.00)	-	(84,815.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	65-08	DEBT SERVICE	DEBT SERVICE - EXPENSE	BOND PAYING AGENT FEES	(3,657.50)	(3,327.00)	-	(3,327.00)
660 - WATER ENTERPRISE	669	BUA WATER DEBT SERVICE FUND	6300	WATER	WATER OPERATIONS	Expense	61-18	DEBT SERVICE	DEBT SERVICE-PRINCIPAL	PRIN - 2015 REV BONDS	(1,185,000.00)	(1,212,500.00)	-	(1,212,500.00)
660 - WATER ENTERPRISE	669	BUA WATER DEBT SERVICE FUND	6300	WATER	WATER OPERATIONS	Expense	62-18	DEBT SERVICE	DEBT SERVICE - INTEREST	INTEREST - 2015 REV BONDS	(401,656.26)	(773,688.00)	-	(773,688.00)
660 - WATER ENTERPRISE	669	BUA WATER DEBT SERVICE FUND	6300	WATER	WATER OPERATIONS	Expense	65-07	DEBT SERVICE	DEBT SERVICE - EXPENSE	AMORT-DEBT DISCT/EXP	-	76,381.00	-	76,381.00
660 - WATER ENTERPRISE	669	BUA WATER DEBT SERVICE FUND	6300	WATER	WATER OPERATIONS	Expense	65-08	DEBT SERVICE	DEBT SERVICE - EXPENSE	BOND PAYING AGENT FEES	(2,750.00)	(2,475.00)	-	(2,475.00)
670 - ELECTRIC ENTERPRISE	678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	7000	ELECTRIC	ELECTRIC	Expense	61-18	DEBT SERVICE	DEBT SERVICE-PRINCIPAL	PRIN - 2015 REV BONDS	-	(1,400,000.00)	-	(1,400,000.00)
670 - ELECTRIC ENTERPRISE	678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	7000	ELECTRIC	ELECTRIC	Expense	62-18	DEBT SERVICE	DEBT SERVICE - INTEREST	INTEREST - 2015 REV BONDS	(511,521.88)	(1,023,044.00)	-	(1,023,044.00)
670 - ELECTRIC ENTERPRISE	678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	7000	ELECTRIC	ELECTRIC	Expense	65-07	DEBT SERVICE	DEBT SERVICE - EXPENSE	AMORT-DEBT DISCT/EXP	-	35,189.00	-	35,189.00
670 - ELECTRIC ENTERPRISE	678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	7000	ELECTRIC	ELECTRIC	Expense	65-08	DEBT SERVICE	DEBT SERVICE - EXPENSE	BOND PAYING AGENT FEES	(2,750.00)	(2,475.00)	-	(2,475.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	65-08	DEBT SERVICE	DEBT SERVICE - EXPENSE	BOND PAYING AGENT FEES	(2,750.00)	(4,257.00)	-	(4,257.00)
680 - WASTEWATER ENTERPRISE	689	BUA WASTEWATER DEBT SERVICE FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	61-02	DEBT SERVICE	DEBT SERVICE-PRINCIPAL	PRINCIPAL-REVENUE BONDS	(230,000.00)	(230,000.00)	-	(230,000.00)
680 - WASTEWATER ENTERPRISE	689	BUA WASTEWATER DEBT SERVICE FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	62-02	DEBT SERVICE	DEBT SERVICE - INTEREST	INTEREST ON REV BONDS	(30,195.00)	(58,320.00)	-	(58,320.00)
680 - WASTEWATER ENTERPRISE	689	BUA WASTEWATER DEBT SERVICE FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	65-07	DEBT SERVICE	DEBT SERVICE - EXPENSE	AMORT-DEBT DISCT/EXP	-	6,770.00	-	6,770.00
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	61-03	DEBT SERVICE	DEBT SERVICE-PRINCIPAL	PRINCIPAL-TAX ALLOC BONDS	(1,320,000.00)	(1,320,000.00)	-	(1,320,000.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	62-03	DEBT SERVICE	DEBT SERVICE - INTEREST	INT-TAX ALLOC BONDS	(440,860.76)	(865,057.00)	-	(865,057.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	65-08	DEBT SERVICE	DEBT SERVICE - EXPENSE	BOND PAYING AGENT FEES	(2,750.00)	(2,475.00)	-	(2,475.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	65-12	DEBT SERVICE	DEBT SERVICE - EXPENSE	INSURANCE	-	(13,239.00)	-	(13,239.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9210	SUCCESSOR AGENCY	2007 T.A.P. BOND EXPENSES	Expense	65-07	DEBT SERVICE	DEBT SERVICE - EXPENSE	AMORT-DEBT DISCT/EXP	-	(74,611.00)	-	(74,611.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(875.00)	(3,500.00)	-	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(296.58)	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(2,562.00)	(920.00)	-	(920.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(17.10)	(100.00)	-	(100.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(3,822.31)	(3,500.00)	-	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(416.71)	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(40,000.00)	-	(40,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(11,596.70)	(100,299.00)	-	(100,299.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(223.67)	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	(4,000.00)	(10,000.00)	-	(10,000.00)
001 - GENERAL FUND	005	ADMIN ALLOWANCE FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(2,425.00)	-	(2,425.00)
001 - GENERAL FUND	005	ADMIN ALLOWANCE FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(6,510.00)	-	(6,510.00)
001 - GENERAL FUND	001	GENERAL FUND	1500	ELECTIONS	ELECTIONS	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(3,500.00)	-	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1500	ELECTIONS	ELECTIONS	Expense	33-71	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	COUNTY ELECTION SERVICE	40.00	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(795.77)	(510.00)	-	(510.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(510.00)	-	(510.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(143.13)	(696.00)	-	(696.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(35.05)	(303.00)	-	(303.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(4,774.68)	(6,083.00)	-	(6,083.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(816.75)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,904.69)	(2,100.00)	-	(2,100.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(2,762.22)	(11,164.00)	-	(11,164.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	32-02	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / RENTAL OF BLDG	(1,980.56)	(2,500.00)	-	(2,500.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(6,182.08)	(9,677.00)	-	(9,677.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(7,025.00)	(36,074.00)	-	(36,074.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	33-53	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ENGINEERING SERVICES	(778,296.78)	(747,785.00)	-	(747,785.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(2,271.64)	(4,100.00)	-	(4,100.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(4,191.29)	(5,964.00)	-	(5,964.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(10,776.00)	-	(10,776.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	311.16-15	LICENSES AND PERMITS	OTHER PERMITS	ENCROACHMENT PERMIT	15,932.00	31,520.00	(10,000.00)	21,520.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	311.16-16	LICENSES AND PERMITS	OTHER PERMITS	PUBLIC WORKS PERMIT/INSPT	59,954.03	575,000.00	-	575,000.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	311.16-18	LICENSES AND PERMITS	OTHER PERMITS	EXCAVATION PERMIT/INSPECT	9,289.00	5,100.00	8,000.00	13,100.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-47	LICENSES AND PERMITS	OTHER PERMITS	RECORD OF SURVEY	-	1,894.00	(1,894.00)	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-48	LICENSES AND PERMITS	OTHER PERMITS	SERVICE LETTER/PLNG LTR	-	257.00	(257.00)	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-50	LICENSES AND PERMITS	OTHER PERMITS	PLAN STORAGE & MICROFILM	1,340.00	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-53	LICENSES AND PERMITS	OTHER PERMITS	DEED PREPARATION	1,640.00	1,020.00	-	1,020.00

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-54	LICENSES AND PERMITS	OTHER PERMITS	IMPROVEMENT PLAN CHECK	3,558.05	10,710.00	(5,710.00)	5,000.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-55	LICENSES AND PERMITS	OTHER PERMITS	SUBDIV'N PLAN CHECK/INSPT	414,075.27	81,600.00	300,000.00	381,600.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-57	LICENSES AND PERMITS	OTHER PERMITS	PARCEL MAP REVIEW	3,085.00	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-58	LICENSES AND PERMITS	OTHER PERMITS	TENTATIVE SUBDIV REVIEW	8,060.00	-	500.00	500.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-59	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	MISC ENGINEERING FEES	77.25	490.00	-	490.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-60	LICENSES AND PERMITS	OTHER PERMITS	MAP/XEROX/PUBLICATION	-	221.00	(221.00)	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.35-61	LICENSES AND PERMITS	OTHER PERMITS	CONSULTANT PLAN CK REV	191,663.00	204,000.00	(60,000.00)	144,000.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.36-03	LICENSES AND PERMITS	OTHER PERMITS	INDUSTRIAL WASTE INSPECT	316.00	535.00	(200.00)	335.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	351.36-04	LICENSES AND PERMITS	OTHER PERMITS	NPDES INSPECTION	9,164.00	612.00	10,000.00	10,612.00
800 - SUCCESSOR AGENCY FUNDS	850	SUCCESSOR AGENCY ADMIN FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Revenue	331.25-07	USE OF MONEY AND PROPERTY	RENTAL INCOME	LEASE INCOME	19,500.00	-	-	-
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(950.00)	-	(950.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	33-19	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ADMINISTRATION SERVICES	(2,457.36)	(3,165.00)	-	(3,165.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	33-20	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	DELINQUENCY NOTICES	-	(53.00)	-	(53.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(1,750.00)	-	(1,750.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(249.23)	(240.00)	-	(240.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(320.00)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(210.00)	(565.00)	-	(565.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(1,047.60)	(1,140.00)	-	(1,140.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(13,108.98)	(14,000.00)	-	(14,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(219.56)	(540.00)	-	(540.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(1,769.64)	(12,000.00)	-	(12,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	26-09	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	SATELLITE TELEVISION	(1,910.99)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	30-01	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-GRNDS/FIEL	(12,684.00)	(21,800.00)	-	(21,800.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	-	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(322.00)	-	(322.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(3,536.48)	(5,680.00)	-	(5,680.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(25,218.50)	(59,999.00)	-	(59,999.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	33-13	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CONSULTING SERVICES	-	(58,500.00)	-	(58,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	33-93	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	FIRE SUPPRESSION SERVIC	-	(3,523,211.00)	-	(3,523,211.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	33-95	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	DIRECT BILL EXP-CNTY CO	-	(46,641.00)	-	(46,641.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(410.88)	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	(7,395.00)	-	-	(7,395.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	(2,569.06)	(5,605.00)	-	(5,605.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	321.18-09	FINES AND FORFEITURES	COURT FINES AND OTHER FINES	FORFEITS/PENALTIES / PASS ZONE NONCOMPLIANCE	-	29,064.00	-	29,064.00
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	321.18-11	FINES AND FORFEITURES	COURT FINES AND OTHER FINES	FORFEITS/PENALTIES / AMR TRANS COST REIMB	-	7,163.00	-	7,163.00
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	351.35-11	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	BLDG PERMIT INSP-FIRE	82,397.00	15,410.00	135,000.00	150,410.00
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	351.35-12	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	BLDG PLAN CHECK FEES-FIRE	62,257.00	6,482.00	110,000.00	116,482.00
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	351.35-14	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	MISC FIRE DEPARTMENT FEES	66,592.05	400,000.00	(290,000.00)	110,000.00
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	361.42-14	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / DISASTER EDUC'N MATERIA	935.00	15.00	1,400.00	1,415.00
100 - SPECIAL REVENUE FUNDS	148	SUPPLEMENTAL LAW ENFORCEMENT FUND	2200	POLICE	POLICE	Expense	30-05	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-VEHICLES	(17,482.94)	(18,188.00)	-	(18,188.00)
100 - SPECIAL REVENUE FUNDS	148	SUPPLEMENTAL LAW ENFORCEMENT FUND	2200	POLICE	POLICE	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(3,568.80)	(3,716.00)	-	(3,716.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	-	(5,327.00)	-	(5,327.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	36-68	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	HOLIDAY LUNCHEON	-	(2,886.00)	-	(2,886.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	41-26	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / CAL-ID SYSTEM	-	(1,791.00)	-	(1,791.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	42-19	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / RECREATION FEES	-	(913.00)	-	(913.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	42-71	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / FILL THE CUPBOARD PGM	-	10.00	-	10.00
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	42-82	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / HEALTHY CITIES EVENT	-	(2,810.00)	-	(2,810.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	-	(1,434.00)	-	(1,434.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(252.84)	(2,750.00)	-	(2,750.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Expense	42-08	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / CHRISTMAS DINNER FUND	-	(1,000.00)	-	(1,000.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Expense	36-65	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	SENIOR PROGRAM SUPPLIES	-	(2,500.00)	-	(2,500.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Expense	42-06	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / BUS TRIPS	-	(2,800.00)	-	(2,800.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Expense	42-07	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / SANTA'S SHOPPE	(442.02)	(500.00)	-	(500.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Revenue	361.41-99	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / CHRISTMAS DINNER FUND	-	800.00	-	800.00
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Revenue	351.35-70	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	ADVERTISEMENT	-	4.00	-	4.00
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Revenue	361.41-96	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SENIOR CITIZEN PROGRAMS	-	3,150.00	-	3,150.00
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Revenue	361.41-97	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / BUS TRIPS	-	1,900.00	-	1,900.00
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4060	RECREATION	SENIOR CENTER ADVISORY BOARD	Revenue	361.41-98	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SANTA'S SHOPPE	1,061.00	1,000.00	-	1,000.00
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	-	(11.00)	-	(11.00)
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Expense	36-04	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CLOTHING/ACCOUNTERMENTS	-	(776.00)	-	(776.00)
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(296,926.00)	(296,926.00)	-	(296,926.00)
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(25,000.00)	-	(25,000.00)
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Revenue	361.41-32	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / PARKLAND DEDICATION FEE	63,422.04	5,865.00	-	5,865.00
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	11,424.00	(11,424.00)	-
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(210.00)	(900.00)	-	(900.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(16,584.46)	(22,500.00)	-	(22,500.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(434.40)	(1,000.00)	-	(1,000.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	30-01	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-GRNDS/FIEL	-	(555.00)	-	(555.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	-	(1,500.00)	-	(1,500.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(7,875.00)	(11,320.00)	-	(11,320.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	30-07	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-FENCING	(2,395.00)	(3,895.00)	-	(3,895.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(945.00)	(945.00)	-	(945.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(5,350.00)	(10,300.00)	-	(10,300.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(4,609.00)	-	(4,609.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	-	(350.00)	-	(350.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	36-12	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	AVIATION FUEL	(36,051.51)	(50,000.00)	-	(50,000.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	-	(1,200.00)	-	(1,200.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	41-07	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / CREDIT CARD FEES	(104.64)	(1,250.00)	-	(1,250.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	44-99	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PRIOR PERIOD ADJUSTMENT	-	(147.00)	-	(147.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	-	(3,000.00)	-	(3,000.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	331.25-10	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	HANGAR RENTS-CITY	-	125,000.00	-	125,000.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	331.25-15	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	OTHER AIRPORT RENTALS	350.00	600.00	-	600.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	351.35-76	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	AVIATION FUEL SALES	4,028.35	30,000.00	-	30,000.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	361.41-01	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / CASH OVER/SHORT	1.96	-	-	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(2,279.55)	(2,550.00)	(2,450.00)	(5,000.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(800.00)	(765.00)	-	(765.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(80.00)	(1,020.00)	-	(1,020.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(3,920.33)	(4,530.00)	-	(4,530.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	23-16	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LAUNDRY/CLEANING	-	(1,530.00)	-	(1,530.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(3,954.85)	(2,792.00)	(4,708.00)	(7,500.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(255.00)	-	(255.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(919.80)	(571.00)	-	(571.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(250.00)	(494.00)	-	(494.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(5,030.91)	(2,295.00)	(4,705.00)	(7,000.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(825.00)	(17,517.00)	-	(17,517.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	32-02	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / RENTAL OF BLDG	-	(2,100.00)	-	(2,100.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	-	(1,096.00)	-	(1,096.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(16,099.35)	(120,268.00)	120,268.00	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CUSTODIAN SERVICES	-	(765.00)	-	(765.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	33-32	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/PHYSICAL EXAMS	-	(245.00)	-	(245.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(2,022.37)	(9,068.00)	-	(9,068.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(87.54)	(112.00)	-	(112.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(130.10)	(11,365.00)	-	(11,365.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	(1,295.55)	(4,184.00)	-	(4,184.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(326.45)	(307.00)	-	(307.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(536.72)	(772.00)	-	(772.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	-	(42.00)	-	(42.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	331.25-20	OTHER INCOME	OTHER INCOME	CAPITAL CONTRIBUTIONS	-	12,291.00	6,048,925.00	6,061,216.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	351.35-80	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	TRANSIT FARES	14,900.60	38,938.00	(11,438.00)	27,500.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	351.35-81	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	BUS PASSES	3,667.00	30,000.00	-	30,000.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	361.41-53	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / RESTITUTION/SUBROGATION	-	191.00	-	191.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	20,000.00	-	20,000.00
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Revenue	351.35-79	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	DIAL-A-RIDE RECEIPTS	5,354.12	7,162.00	-	7,162.00
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Revenue	361.41-27	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / GAIN ON SALE OF ASSET	-	835.00	-	835.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	356.38-01	SALES AND SERVICE CHARGES	UTILITY FUNDS	METERED SALES	8,313,170.92	10,657,500.00	2,592,500.00	13,250,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	356.38-06	SALES AND SERVICE CHARGES	UTILITY FUNDS	TURN ON CHARGES	36,595.00	55,000.00	-	55,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	356.38-08	SALES AND SERVICE CHARGES	UTILITY FUNDS	DELINQ. RECONNECT FEE	-	27,601.00	-	27,601.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	356.38-09	SALES AND SERVICE CHARGES	UTILITY FUNDS	BACKFLOW CHARGES	17,379.32	26,276.00	-	26,276.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	356.38-12	SALES AND SERVICE CHARGES	UTILITY FUNDS	MISCELLANEOUS REVENUES	10,421.00	10,000.00	-	10,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	356.38-13	SALES AND SERVICE CHARGES	UTILITY FUNDS	MISC REV-REPAIRS/REPLACMT	-	750,000.00	-	750,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	361.41-24	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SALE OF SURPLUS PROPERT	19,355.20	1,221.00	18,134.00	19,355.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	361.41-53	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / RESTITUTION/SUBROGATION	(875.00)	-	-	-
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	24,230.00	-	24,230.00	24,230.00
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Revenue	366.44-04	MISCELLANEOUS INCOME	MISCELLANEOUS	CAPITAL FACILITIES FEE	422,890.60	200,000.00	325,000.00	525,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(373.22)	(20,000.00)	-	(20,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(425.61)	(3,000.00)	(2,000.00)	(5,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(2,166.00)	(5,000.00)	-	(5,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(22.00)	-	(22.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(4,485.82)	(5,000.00)	-	(5,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(2,677.20)	(8,000.00)	-	(8,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(2,022.74)	(17,500.00)	-	(17,500.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	-	(10,000.00)	-	(10,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-32	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LABORATORY SERVICES	(19,655.60)	(231,257.00)	-	(231,257.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	23-37	SUPPLIES & SERVICES	SUPPLIES FOR WATER EXPENSE	NPDES STORM WATER EXPENSE	(18,133.30)	(38,960.00)	-	(38,960.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(9,301.35)	(12,000.00)	-	(12,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(1,142.57)	(4,635.00)	-	(4,635.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(250.00)	(2,049.00)	-	(2,049.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(515,849.67)	(1,350,000.00)	-	(1,350,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	26-04	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	ELECTRICITY-EDISON	(12,136.98)	(33,000.00)	-	(33,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(13,919.63)	(18,000.00)	-	(18,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(1,030.21)	(4,500.00)	-	(4,500.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	26-07	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	RADIO TRANSMISSION SVCS	(15,200.00)	(25,741.00)	-	(25,741.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	27-14	PURCHASED POWER	COST OF GOODS	SVC-RESALE / WATER PURCHASE - RESALE	(478,655.09)	(1,250,000.00)	-	(1,250,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(1,218.09)	(7,500.00)	-	(7,500.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(374.28)	(25,771.00)	-	(25,771.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	30-15	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-OTHER	-	(1,000.00)	-	(1,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(39,933.60)	(220,808.00)	-	(220,808.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	32-05	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / EQUIPMENT LEASE/RENTAL	(5,544.00)	(10,000.00)	-	(10,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(63,469.78)	(140,000.00)	-	(140,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	33-04	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	LEGAL SERVICES	-	(176,869.00)	-	(176,869.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(110,513.65)	(510,993.00)	6,072.00	(504,921.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(4,000.00)	-	(4,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	33-32	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/PHYSICAL EXAMS	-	(650.00)	-	(650.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	33-53	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ENGINEERING SERVICES	-	(58,851.00)	-	(58,851.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,423.45)	(5,672.00)	-	(5,672.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/CHEMICALS COST	(88.71)	(500.00)	-	(500.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	36-08	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CHMCLS/GASES/POOL SUPPLS	(26,885.11)	(41,186.00)	-	(41,186.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	(68,734.27)	(50,000.00)	-	(50,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	41-05	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / TAXES/ASSESSMENTS	(1,599.86)	(2,500.00)	-	(2,500.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	41-11	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / WATER REBATE PROGRAM	-	(110,000.00)	-	(110,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	(306.50)	(33,267.00)	-	(33,267.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	42-43	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / WATERMASTER SERVICES	(36,532.73)	(100,000.00)	-	(100,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-06	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	WELLS/PUMP EQUIP EXPENSE	(23,197.12)	(170,291.00)	-	(170,291.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-07	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	RESERVOIR EXPENSES	(17,150.53)	(36,308.00)	-	(36,308.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-08	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	WTR DISTRIBUTION SYS EXP	(155,492.51)	(462,436.00)	-	(462,436.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-11	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	METERS EXPENSE	(35,245.08)	(90,264.00)	-	(90,264.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-16	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	TOOLS/MISC SUPPLIES	(6,279.48)	(31,864.00)	-	(31,864.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-17	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	AGGREGATE/ASPHALT	(11,327.40)	(72,409.00)	-	(72,409.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-19	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	WATER REG, VALVES, ETC.	-	(60,000.00)	-	(60,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-20	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	WATER COLLECTION SYS EXP	-	(750,000.00)	-	(750,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	45-99	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	INVENTORY ADJUSTMENTS	(4,270.16)	(6,130.00)	-	(6,130.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	89-22	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	FENCING IMPROVEMENTS	-	(12,556.00)	-	(12,556.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(11,769.00)	-	(11,769.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	(325.03)	(10,000.00)	-	(10,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	(2,163.04)	(12,994.00)	-	(12,994.00)
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(55,073.89)	(133,686.00)	-	(133,686.00)
660 - WATER ENTERPRISE	669	BUA WATER DEBT SERVICE FUND	6300	WATER	WATER OPERATIONS	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(2,600.00)	-	(2,600.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	331.27-01	MISCELLANEOUS INCOME	MISCELLANEOUS	TEMP POLE CONNECTION	704.00	500.00	500.00	1,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	331.27-02	MISCELLANEOUS INCOME	MISCELLANEOUS	ELECT JOINT POLES	10,875.00	10,875.00	5,000.00	15,875.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-01	SALES AND SERVICE CHARGES	UTILITY FUNDS	METERED SALES	17,644,045.43	28,750,000.00	(750,000.00)	28,000,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-05	SALES AND SERVICE CHARGES	UTILITY FUNDS	STREET LIGHTING	-	152,340.00	170,000.00	322,340.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-06	SALES AND SERVICE CHARGES	UTILITY FUNDS	TURN ON CHARGES	40,455.00	95,000.00	-	95,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-08	SALES AND SERVICE CHARGES	UTILITY FUNDS	DELINQ. RECONNECT FEE	130.00	15,000.00	-	15,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-10	SALES AND SERVICE CHARGES	UTILITY FUNDS	BULK ENERGY SALES	416,164.71	200,000.00	250,000.00	450,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-12	SALES AND SERVICE CHARGES	UTILITY FUNDS	MISCELLANEOUS REVENUES	187,885.22	175,000.00	25,000.00	200,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-17	SALES AND SERVICE CHARGES	UTILITY FUNDS	CRR REVENUE - CAISO	84,581.02	200,000.00	-	200,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-18	SALES AND SERVICE CHARGES	UTILITY FUNDS	POWER COST ADJUSTMENT	634,948.74	-	1,100,000.00	1,100,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-20	SALES AND SERVICE CHARGES	UTILITY FUNDS	TRANSMISSION SALES-CAISO	727,413.63	900,000.00	-	900,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	356.38-25	MISCELLANEOUS INCOME	MISCELLANEOUS	EV CHARGING STATION	93.39	-	200.00	200.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	357.38-10	SALES AND SERVICE CHARGES	UTILITY FUNDS	MEDICAL DISCOUNT	(85,342.34)	(230,763.00)	105,000.00	(125,763.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	361.41-24	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SALE OF SURPLUS PROPERT	20,901.12	3,269.00	25,000.00	28,269.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	361.41-53	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / RESTITUTION/SUBROGATION	7,773.10	22,207.00	-	22,207.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	1,804.00	-	1,804.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	366.44-07	MISCELLANEOUS INCOME	MISCELLANEOUS	IN AID OF CONSTRUCTION	204,952.38	117,398.00	135,000.00	252,398.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	366.44-09	MISCELLANEOUS INCOME	MISCELLANEOUS	PLAN CHECK FEES	840.00	180.00	1,000.00	1,180.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	2,387,897.00	(2,387,897.00)	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Revenue	366.44-55	SALES AND SERVICE CHARGES	UTILITY FUNDS	CAP & TRADE	639,091.20	1,000,000.00	400,000.00	1,400,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Revenue	366.44-60	MISCELLANEOUS INCOME	MISCELLANEOUS	REC SALES	-	-	2,480,000.00	2,480,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(398.24)	(2,000.00)	-	(2,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(1,503.12)	(2,500.00)	-	(2,500.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(41,084.00)	(60,000.00)	-	(60,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(62.33)	(1,200.00)	-	(1,200.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(27,497.52)	(80,000.00)	-	(80,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(7,476.31)	(85,000.00)	-	(85,000.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-17	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TREE TRIMMING SERVICE	-	(190,000.00)	190,000.00	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(434.40)	(1,500.00)	-	(1,500.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(814.80)	(18,060.00)	16,000.00	(2,060.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	23-54	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DISPOSAL FEES	-	(6,000.00)	-	(6,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(12,454.38)	(25,014.00)	-	(25,014.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(1,200.00)	-	(1,200.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(1,788.06)	(3,000.00)	-	(3,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(1,852.92)	(7,000.00)	-	(7,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(31,659.16)	(24,637.00)	(25,000.00)	(49,637.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	26-04	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	ELECTRICITY-EDISON	(550.92)	(2,000.00)	-	(2,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(17,680.01)	(49,973.00)	-	(49,973.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(1,030.21)	(3,500.00)	-	(3,500.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	26-07	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	RADIO TRANSMISSION SVCS	(21,837.14)	(9,067.00)	(25,000.00)	(34,067.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	26-09	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	SATELLITE TELEVISION	(758.37)	(2,999.00)	-	(2,999.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	27-11	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / JOINT POLE EXP	(28,098.22)	(45,000.00)	-	(45,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	27-75	PURCHASED POWER	COST OF GOODS	SVC-RESALE / EV CHARGING STATION	-	(10,000.00)	8,000.00	(2,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(7,020.12)	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(2,730.57)	(18,666.00)	-	(18,666.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	30-10	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-ST. LIGHTS	-	(10,000.00)	5,000.00	(5,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(108,696.90)	(240,959.00)	-	(240,959.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	32-05	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / EQUIPMENT LEASE/RENTAL	(4,992.68)	(88,747.00)	38,000.00	(50,747.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(39,701.67)	(66,550.00)	-	(66,550.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(2,821.98)	(36,877.00)	-	(36,877.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	33-32	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/PHYSICAL EXAMS	-	(307.00)	-	(307.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	33-91	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ELECTRICAL CONSULTANT	-	(5,000.00)	-	(5,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(4,511.25)	(17,235.00)	-	(17,235.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	-	(1,000.00)	-	(1,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	41-29	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / FIRE SAFETY PROGRAMS	(2,208.36)	(40,000.00)	-	(40,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	(212.30)	-	-	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	42-50	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / MISCELLANEOUS EXPENSE	(70.91)	(1,500.00)	-	(1,500.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-01	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	POLES/TOWERS/FIXTURES	-	(100,000.00)	-	(100,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-02	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	ELEC DISTR LINES-MAINT	(1,878.90)	(100,000.00)	-	(100,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-03	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	P C B EXPENSE	-	(350.00)	-	(350.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-05	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	SUBSTATION EXPENSE	(29,904.81)	(262,027.00)	100,000.00	(162,027.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-11	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	METERS EXPENSE	-	(25,041.00)	-	(25,041.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-16	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	TOOLS/MISC SUPPLIES	(23,455.91)	(110,499.00)	-	(110,499.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	45-99	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	INVENTORY ADJUSTMENTS	(6,140.51)	(24,559.00)	-	(24,559.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	(1,737.06)	(22,000.00)	-	(22,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(5,014.70)	(40,037.00)	-	(40,037.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	(16,205.94)	(20,000.00)	-	(20,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	89-52	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	VEHICLES	-	(1,200.00)	-	(1,200.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	-	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	89-83	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMMUNICATIONS EQUIPMENT	-	(150,000.00)	150,000.00	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	26-03	STREET LIGHTING	STREET LIGHTING	STREET LIGHTING POWER	(90,285.05)	(244,287.00)	50,000.00	(194,287.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-08	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / STATE POWER CHARGE	(24,565.00)	(45,000.00)	-	(45,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-09	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / POWER SCHEDULE/DISPATCHN	(363,068.00)	(630,000.00)	-	(630,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-20	PURCHASED POWER	COST OF GOODS	SVC-RESALE / CUSTOMER GENERATION	(54,763.96)	(90,000.00)	-	(90,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-50	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / CAPACITY	(6,171,749.51)	(11,000,000.00)	-	(11,000,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-55	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / CAP & TRADE	-	(31,893.00)	31,893.00	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-60	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / ENERGY - LOCAL	(4,449,675.29)	(4,800,000.00)	-	(4,800,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	27-70	PURCHASED POWER	PURCHASED POWER	SVC-RESALE / TRANSMISSION	(3,198,228.85)	(5,750,000.00)	-	(5,750,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	33-02	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	LEGAL SERVICES-ENERGY	(27,629.54)	(60,000.00)	-	(60,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(5,641.00)	(11,682.00)	-	(11,682.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(190,600.00)	(100,000.00)	(290,600.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Revenue	366.44-07	MISCELLANEOUS INCOME	MISCELLANEOUS	IN AID OF CONSTRUCTION	658,760.23	-	1,500,000.00	1,500,000.00
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(4,338.62)	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(191.80)	(5,000.00)	-	(5,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(1,499.35)	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	-	(2,403.00)	-	(2,403.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(7,172.50)	(25,000.00)	10,000.00	(15,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	33-25	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	SOLAR PLAN REVIEW	(15,264.87)	(51,456.00)	25,000.00	(26,456.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(3,240.74)	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	(14,752.01)	(73,146.00)	-	(73,146.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-26	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COPS AND KIDS COPE	-	(2,000.00)	-	(2,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-27	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / SKATE PARK	-	(5,000.00)	-	(5,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-28	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN- LOW INCOME- LI	(205,137.32)	(345,384.00)	-	(345,384.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-29	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUBLIC BENEFIT PROGRAMS	(2,563.69)	-	(5,000.00)	(5,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-35	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN-RESI AIR COND	(49,750.00)	(75,000.00)	-	(75,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-36	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN-LOW INCOME - MM	(17,972.50)	(44,220.00)	-	(44,220.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-38	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN-COMM-AIR COND	-	(5,000.00)	-	(5,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-41	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN-ENERGY STAR	(1,105.80)	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-52	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN-RESI ULF TOILET	(90.00)	(1,500.00)	-	(1,500.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-54	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN - RESI TREES	-	(27,500.00)	10,000.00	(17,500.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-56	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / BANNING CULTURAL ALLIAN	-	(50,000.00)	-	(50,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-57	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN - MUNI TREES	-	(15,000.00)	-	(15,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-58	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN - COMM ENERGY C	(734.13)	(210,000.00)	-	(210,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-64	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN - RECYCLE REFRI	(140.00)	(1,500.00)	-	(1,500.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-65	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN - REFRIGERATOR	(150.00)	(3,000.00)	-	(3,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-66	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / PUB BEN-RESI ENERGY CON	(2,333.43)	(6,806.00)	-	(6,806.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-83	SUPPLIES & SERVICES	SPECIAL PROGRAMS	EDUCATION/INSTRUCTION	(4,897.03)	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-84	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPONSORSHIPS	(6,928.71)	(20,000.00)	-	(20,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	42-86	SUPPLIES & SERVICES	SPECIAL PROGRAMS	TRANSPORTATION ELECTRIFIC	-	(50,000.00)	50,000.00	-
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	-	(5,000.00)	-	(5,000.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(3,665.46)	(3,666.00)	-	(3,666.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(9,334.00)	-	(9,334.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Revenue	356.38-15	SALES AND SERVICE CHARGES	UTILITY FUNDS	PUBLIC BENEFIT PGM SURCHG	446,154.62	784,121.00	-	784,121.00
670 - ELECTRIC ENTERPRISE	678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	7000	ELECTRIC	ELECTRIC	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	-	(1,100.00)	-	(1,100.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(2,107.00)	-	(2,107.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(112.49)	(500.00)	(4,500.00)	(5,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(334.00)	(1,650.00)	-	(1,650.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(300.00)	-	(300.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(429.15)	(2,200.00)	-	(2,200.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(7,500.00)	-	(7,500.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-32	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LABORATORY SERVICES	(9,712.91)	(13,500.00)	-	(13,500.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-36	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	SLUDGE HAULING	(7,580.08)	(25,000.00)	-	(25,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-37	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	NPDES STORM WATER EXPENSE	-	(29,132.00)	-	(29,132.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-38	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CONTRACTED WWTR PLANT SVC	(367,170.00)	(1,710,916.00)	-	(1,710,916.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	23-40	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	INDUSTRIAL WASTE EXPENSE	(10,416.82)	(51,334.00)	-	(51,334.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(3,974.43)	(3,000.00)	-	(3,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(112.00)	(500.00)	-	(500.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	25-09	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	TUITION/BOOKS REIMBURSE	(2,500.00)	-	(7,500.00)	(7,500.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(250.00)	(452.00)	-	(452.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(94,635.87)	(150,000.00)	-	(150,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,280.09)	(2,000.00)	-	(2,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(364.38)	(25,000.00)	-	(25,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	30-04	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-PLANT	(2,603.09)	(25,000.00)	-	(25,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(1,207.88)	(37,522.00)	-	(37,522.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	30-07	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-FENCING	-	(10,000.00)	-	(10,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	30-08	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-RADIOS	-	(10,000.00)	-	(10,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(24,580.00)	(47,302.00)	-	(47,302.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(95,274.81)	(135,000.00)	-	(135,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(29,853.78)	(102,117.00)	-	(102,117.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(3,000.00)	-	(3,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	33-32	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/PHYSICAL EXAMS	-	(250.00)	-	(250.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	33-53	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ENGINEERING SERVICES	-	(25,512.00)	-	(25,512.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	-	(1,000.00)	-	(1,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	-	(200.00)	-	(200.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	36-08	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CHMCLS/GASES/POOL SUPPLS	-	(20,000.00)	-	(20,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	38-03	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	LABORATORY SUPPLIES	-	(10,000.00)	-	(10,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	(48,005.56)	(100,000.00)	-	(100,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	41-86	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTION	(69.02)	(5,000.00)	-	(5,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	45-09	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	SEWER COLL SYSTEM EXPENSE	(25,851.59)	(151,238.00)	-	(151,238.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	45-16	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	TOOLS/MISC SUPPLIES	(3,556.06)	(9,959.00)	-	(9,959.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(2,500.00)	-	(2,500.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(20,000.00)	-	(20,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	(5,280.93)	(29,799.00)	-	(29,799.00)
680 - WASTEWATER ENTERPRISE	689	BUA WASTEWATER DEBT SERVICE FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(2,750.00)	(2,600.00)	-	(2,600.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	356.38-02	SALES AND SERVICE CHARGES	UTILITY FUNDS	USER FEES	4,270,679.20	5,350,000.00	900,000.00	6,250,000.00
680 - WASTEWATER ENTERPRISE	681	WASTEWATER CAPITAL FACILITY FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	366.44-04	MISCELLANEOUS INCOME	MISCELLANEOUS	CAPITAL FACILITIES FEE	79,991.58	5,572.00	84,428.00	90,000.00
680 - WASTEWATER ENTERPRISE	681	WASTEWATER CAPITAL FACILITY FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	366.44-20	MISCELLANEOUS INCOME	MISCELLANEOUS	CAPITAL FRONTAGE FEE	-	1,650.00	-	1,650.00
680 - WASTEWATER ENTERPRISE	682	WASTEWATER TERTIARY FUND	8050	WASTEWATER	TERTIARY RESERVES	Revenue	356.38-16	SALES AND SERVICE CHARGES	UTILITY FUNDS	SURCHARGE-TERTIARY RESERV	203,705.68	348,815.00	-	348,815.00
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(1,261.97)	(30,109.00)	-	(30,109.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(8,056.00)	-	(8,056.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(2,786.08)	(27,171.00)	-	(27,171.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(7,808.00)	-	(7,808.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(80.00)	(1,500.00)	-	(1,500.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(177.22)	(3,000.00)	-	(3,000.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	23-10	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CONTRACTED REFUSE SERVICE	(10,172.52)	(25,000.00)	-	(25,000.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(500.00)	-	(500.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	-	(5.00)	-	(5.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(79.00)	-	(79.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(22,919.00)	(73,107.00)	-	(73,107.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(5,161.05)	(78,007.00)	1,334.00	(76,673.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	33-41	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PLANNING SERVICES	-	(37,500.00)	-	(37,500.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(183.91)	(1,000.00)	-	(1,000.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(475.55)	(750.00)	-	(750.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	(882.45)	(19,891.00)	-	(19,891.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	45-15	SUPPLIES & SERVICES	SPECIAL UTILITY COSTS	RECYCLING EXPENSES	(3,282.75)	(5,000.00)	-	(5,000.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Revenue	356.38-95	SALES AND SERVICE CHARGES	OTHER ENTERPRISE FUNDS	FRANCHISE FEE	570,052.94	600,000.00	125,000.00	725,000.00
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Revenue	356.38-96	SALES AND SERVICE CHARGES	UTILITY FUNDS	AB 939 SUPPORT FEE	324,480.00	315,000.00	9,480.00	324,480.00
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Revenue	366.44-13	MISCELLANEOUS INCOME	MISCELLANEOUS	SHARE OF RECYCLABLE MATLS	-	16,787.00	-	16,787.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Revenue	361.41-52	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / REIMB-WORKERS COMP	-	15,000.00	(15,000.00)	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	-	3,000.00	(3,000.00)	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Revenue	374.51-01	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	WORKERS COMP-GENERAL FU	462,404.49	586,817.00	153,183.00	740,000.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Revenue	374.51-02	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	WORKERS COMP-OTHER FUND	266,464.03	340,671.00	86,329.00	427,000.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Revenue	374.51-21	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	UNEMPLOYMENT-GENERAL FU	30,731.76	40,846.00	9,000.00	49,846.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Revenue	374.51-22	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	UNEMPLOYMENT-OTHER FUND	35,374.22	42,758.00	14,000.00	56,758.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Revenue	361.41-53	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / RESTITUTION/SUBROGATION	-	100.00	(100.00)	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Revenue	361.42-01	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / INSURANCE DIVIDEND	-	107,144.00	(107,144.00)	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5300	CITY ATTORNEY - ISF	CITY ATTORNEY	Revenue	361.41-02	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC REIMBURSEMENTS	-	33,612.00	(33,612.00)	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	23-07	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	MISC CONTRACT SVC	(12,726.60)	(19,062.00)	-	(19,062.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	29-08	SUPPLIES & SERVICES	CONTRACTUAL SVC-INSURANCE	WORK'S COMP INSUR PREMI	-	(270,000.00)	(200,000.00)	(470,000.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(663.00)	-	(663.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	33-01	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	LEGAL SERVICES-INS CLAI	(30,208.35)	(88,751.00)	-	(88,751.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	33-33	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	SELF-INSURANCE ADMIN FE	-	(2,500.00)	2,500.00	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	33-83	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	STATE SELF INSUR ASSMT	-	(25,387.00)	25,387.00	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	40-01	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PROGRM / CLAIMS-WORKERS COMP	(457,441.41)	(478,265.00)	(90,735.00)	(569,000.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	41-14	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / EMPL SAFETY PROGRAM	-	(2,120.00)	2,120.00	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(166.00)	-	(166.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	40-03	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PROGRM / CLAIMS-UNEMPLOYMENT	(11,767.00)	(72,221.00)	47,221.00	(25,000.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(4.00)	-	(4.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	23-07	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	MISC CONTRACT SVC	(6,675.00)	(8,400.00)	(4,000.00)	(12,400.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	29-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-INSURANCE	PROPERTY INS PREMIUMS	(930,979.00)	(675,355.00)	(255,625.00)	(930,980.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	29-03	SUPPLIES & SERVICES	CONTRACTUAL SVC-INSURANCE	LIABILITY INS PREMIUMS	(1,888,443.00)	(1,436,163.00)	(452,281.00)	(1,888,444.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	29-04	SUPPLIES & SERVICES	CONTRACTUAL SVC-INSURANCE	BLANKET BOND PREMIUMS	(2,087.00)	(2,910.00)	-	(2,910.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	29-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-INSURANCE	AIRPORT LIAB PREMIUMS	1,037.00	(7,027.00)	-	(7,027.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	29-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-INSURANCE	EARTHQUAKE INS PREMIUM	-	(301,544.00)	(400,000.00)	(701,544.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(828.00)	-	(828.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(11,376.27)	(239,000.00)	164,000.00	(75,000.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	40-02	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PROGRM / CLAIMS-LIABILITY	-	(54,755.00)	54,755.00	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5300	CITY ATTORNEY - ISF	CITY ATTORNEY	Expense	33-04	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	LEGAL SERVICES	(641,618.30)	(837,414.00)	(150,000.00)	(987,414.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	351.35-91	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	FUEL FACILITY SALES	70,354.47	110,000.00	-	110,000.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	351.36-07	MISCELLANEOUS INCOME	MISCELLANEOUS	EXCISE TAX ON FUEL	-	(18.00)	-	(18.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	361.41-24	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SALE OF SURPLUS PROPERT	94,958.00	858.00	94,100.00	94,958.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	361.41-53	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / RESTITUTION/SUBROGATION	-	1,809.00	-	1,809.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	4,241.27	7,192.00	-	7,192.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(249.00)	-	(249.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(9.65)	(90.00)	-	(90.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(783.19)	(2,000.00)	-	(2,000.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(5,473.00)	(14,530.00)	-	(14,530.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-16	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LAUNDRY/CLEANING	-	(1,632.00)	-	(1,632.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(210.00)	(736.00)	-	(736.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	23-49	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	RECYCLING SERVICES	(733.65)	(3,825.00)	-	(3,825.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(2,503.84)	(3,478.00)	-	(3,478.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	25-03	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	TOOL ALLOWANCE	-	(7,080.00)	-	(7,080.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(96.00)	(510.00)	-	(510.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(594.00)	-	(594.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(19,890.21)	(26,000.00)	(6,000.00)	(32,000.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,583.06)	(1,836.00)	-	(1,836.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(1,030.21)	(4,918.00)	-	(4,918.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	30-05	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-VEHICLES	(27,910.97)	(199,974.00)	-	(199,974.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(18,361.86)	(112,844.00)	-	(112,844.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(15,560.38)	(15,000.00)	-	(15,000.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	30-19	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-HARDWARE	(371.38)	(1,121.00)	-	(1,121.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(5,112.62)	(16,830.00)	-	(16,830.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(2,800.00)	(3,331.00)	-	(3,331.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	33-32	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/PHYSICAL EXAMS	-	(82.00)	-	(82.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,100.41)	(1,995.00)	-	(1,995.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	36-11	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	GASOLINE/DIESEL FUEL	(290,293.97)	(475,000.00)	-	(475,000.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	36-14	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	OIL/LUBICANTS	(6,555.08)	(9,180.00)	-	(9,180.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	36-16	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	TOOLS	1,482.74	(3,100.00)	-	(3,100.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	36-61	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CNG FUEL	(59,594.67)	(110,000.00)	-	(110,000.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	38-52	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	AUTO PARTS	(108,338.60)	(162,294.00)	(12,706.00)	(175,000.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	(3,098.84)	(10,200.00)	-	(10,200.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	41-07	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / CREDIT CARD FEES	-	(1,796.00)	-	(1,796.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	41-13	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / JOINT AGENCY ASSFESSMENT	(3,300.00)	(6,600.00)	-	(6,600.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(4.00)	(246.00)	(250.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(320.00)	(280.00)	(40.00)	(320.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(5,000.00)	-	(5,000.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(16.00)	(80.00)	(120.00)	(200.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(224.00)	(1,050.00)	-	(1,050.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(1,483.61)	(4,000.00)	-	(4,000.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(163,177.13)	(244,412.00)	-	(244,412.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	30-19	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-HARDWARE	(11,230.10)	(28,420.00)	-	(28,420.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	30-20	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPR/MAINT-HDWRE PRTS/S	-	(1,000.00)	500.00	(500.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(49,983.38)	(188,902.00)	-	(188,902.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(848.76)	(3,071.00)	-	(3,071.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	36-56	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	COMPUTER SUPPLIES	(661.39)	(763.00)	-	(763.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(14,796.00)	7,296.00	(7,500.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	(2,684.00)	(14,674.00)	4,674.00	(10,000.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	-	(400.00)	-	(400.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(2,500.00)	-	(2,500.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-14	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ELECTRICIAN SERVICES	-	(37,604.00)	-	(37,604.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(2,865.00)	(5,115.00)	-	(5,115.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(2,968.20)	(5,000.00)	-	(5,000.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(17,207.91)	(35,000.00)	-	(35,000.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(397.25)	(500.00)	-	(500.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	-	(100.00)	-	(100.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(67.00)	-	(67.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	-	(375.00)	-	(375.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(137.61)	(2,700.00)	-	(2,700.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-01	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-GRNDS/FIEL	(8,532.29)	(10,000.00)	-	(10,000.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(45,672.17)	(82,000.00)	-	(82,000.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(1,500.00)	-	(1,500.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	30-21	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT AC/HEATING	-	(28,602.00)	(16,398.00)	(45,000.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	32-02	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / RENTAL OF BLDG	-	(2,375.00)	2,375.00	-
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(19,643.00)	(100,000.00)	(20,618.00)	(120,618.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC PROFESSIONAL	CUSTODIAN SERVICES	(91,126.14)	(184,753.00)	-	(184,753.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,493.67)	(3,500.00)	-	(3,500.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	36-03	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	JANITORIAL SUPPLIES	(11,489.63)	(17,050.00)	-	(17,050.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	36-16	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	TOOLS	(590.42)	(1,500.00)	-	(1,500.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	(1,330.52)	(4,757.00)	-	(4,757.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	89-15	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	BUILDING IMPROVEMENTS	-	(8,137.00)	-	(8,137.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(500.00)	-	(500.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	-	-	(495,805.00)	(495,805.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	356.38-07	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	DELINQUENT PROCESSING FEE	267,673.00	235,253.00	210,747.00	446,000.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	361.41-03	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / ONLINE CREDIT CHECK REV	-	2.00	-	2.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	371.50-41	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	BUS OFFICE SVC-WATER	558,951.44	475,147.00	83,804.00	558,951.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	371.50-42	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	BUS OFFICE SVC-ELECTRIC	943,784.36	797,554.00	146,230.00	943,784.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	371.50-43	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	BUS OFFICE SVC-WASTEWAT	345,584.78	314,815.00	30,770.00	345,585.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	371.50-44	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	BUS OFFICE SVC-REFUSE	-	4,125.00	(4,125.00)	-
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Revenue	371.50-21	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	METER/SVC COSTS-WATER	296,683.32	262,120.00	34,563.00	296,683.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Revenue	371.50-22	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	METER/SVC COSTS-ELECTRI	352,148.44	317,145.00	35,003.00	352,148.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(409.00)	-	(409.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(5,487.20)	(16,460.00)	(2,500.00)	(18,960.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	-	(940.00)	-	(940.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(41,348.78)	(99,352.00)	-	(99,352.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(800.00)	(15,700.00)	4,900.00	(10,800.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(3,980.00)	(4,005.00)	-	(4,005.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-13	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DELINQUENT COLLECTION SVC	-	(1,179.00)	-	(1,179.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-27	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CONTRACT EMPLOYMENT SVCS	-	-	(16,000.00)	(16,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-43	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	COURIER SERVICES	(8,920.17)	(35,007.00)	-	(35,007.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-51	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ONLINE CREDIT CHECKS	(2,870.45)	(7,500.00)	-	(7,500.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-52	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CREDIT CARD FEES	(72,579.24)	(249,278.00)	-	(249,278.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	23-53	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LOCKBOX FEES	(4,195.01)	(38,242.00)	-	(38,242.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(1,000.00)	500.00	(500.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(192.31)	(16.00)	(350.00)	(366.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	25-09	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	TUITION/BOOKS REIMBURSE	-	(5,000.00)	4,000.00	(1,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(1,000.00)	-	(1,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(646.62)	-	(962.00)	(962.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(331.08)	(12,011.00)	-	(12,011.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(31,655.00)	-	(31,655.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(893.89)	(1,680.00)	-	(1,680.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFFSSIONAL SERVICES	(11,774.09)	(90,806.00)	35,000.00	(55,806.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(27,142.00)	-	(27,142.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(7,781.30)	(9,300.00)	(3,000.00)	(12,300.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	40-05	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PROGRM / CLAIMS & DAMAGES	-	(4,000.00)	-	(4,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	-	(1,000.00)	-	(1,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(30,000.00)	25,000.00	(5,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(1,000.00)	-	(1,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(700.00)	-	(700.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(320.00)	(4.00)	(316.00)	(320.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(149.00)	-	(149.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(3,344.67)	(5,500.00)	(1,000.00)	(6,500.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(16.00)	-

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	6,871.71	293.00	6,707.00	7,000.00
100 - SPECIAL REVENUE FUNDS	140	ASSET FORFEIT-POLICE FUND	2200	POLICE	POLICE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	28.22	565.00	(535.00)	30.00
100 - SPECIAL REVENUE FUNDS	148	SUPPLEMENTAL LAW ENFORCEMENT FUND	2200	POLICE	POLICE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	5,961.06	706.00	6,294.00	7,000.00
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	796.25	80.00	(80.00)	-
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	76.54	2.00	98.00	100.00
001 - GENERAL FUND	300	CITY ADMINISTRATION DEBT SVC FUND	6800	CITY HALL CONST.	CITY HALL CONST.	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	-	100.00	100.00
300 - FIDUCIARY FUNDS	360	SUN LAKES CFD #86-1 FUND	6700	HS GRADE SEPARATION	HS GRADE SEPARATION	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	561.77	-	600.00	600.00
300 - FIDUCIARY FUNDS	365	WILSON ST #91-1 ASSMT DBT FUND	4900	GAS TAX	STREET	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	1,161.55	-	1,200.00	1,200.00
300 - FIDUCIARY FUNDS	370	AREA POLICE OCMPUTER FUND	2200	POLICE	POLICE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	1.96	-	-	-
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Revenue	331.20-03	USE OF MONEY AND PROPERTY	INTEREST	INT. EARNED-FISCAL AGENT	-	46.00	(46.00)	-
300 - FIDUCIARY FUNDS	376	CANEO HOMES FUND	4900	GAS TAX	STREET	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	244.54	-	-	-
400 - CAPITAL IMPROVEMENT FUNDS	400	POLICE FACILITIES DVLP FUND	2200	POLICE	POLICE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	3,938.47	47.00	3,953.00	4,000.00
400 - CAPITAL IMPROVEMENT FUNDS	410	FIRE FACILITIES DEVELOPMENT FUND	2400	FIRE	FIRE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	19,972.02	1,994.00	20,006.00	22,000.00
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	30,097.08	1,098.00	30,902.00	32,000.00
400 - CAPITAL IMPROVEMENT FUNDS	430	GENERAL FACILITIES FUND	2900	GENERAL FACILITIES	GENERAL FACILITIES	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	8,155.17	529.00	7,471.00	8,000.00
400 - CAPITAL IMPROVEMENT FUNDS	444	WILSON MEDIAN FUND	4900	GAS TAX	STREET	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	6,051.78	775.00	5,225.00	6,000.00
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	4,478.16	270.00	4,730.00	5,000.00
400 - CAPITAL IMPROVEMENT FUNDS	470	CAPITAL IMPROVEMENT FUND	6900	GENERAL CONSTRUCTION	GENERAL CONSTRUCTION	Revenue	331.20-03	USE OF MONEY AND PROPERTY	INTEREST	INT. EARNED-FISCAL AGENT	-	508.00	(508.00)	-
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	4.37	-	-	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	9,417.15	213.00	7,787.00	8,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	325,266.46	29,233.00	310,767.00	340,000.00
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	67,939.99	7,764.00	60,236.00	68,000.00
660 - WATER ENTERPRISE	662	IRRIGATION WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	20,509.47	2,700.00	17,300.00	20,000.00
660 - WATER ENTERPRISE	663	BUA WATER CAPITAL PROJECT FUND	6300	WATER	WATER OPERATIONS	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	1,370.00	(1,370.00)	-
660 - WATER ENTERPRISE	663	BUA WATER CAPITAL PROJECT FUND	6300	WATER	WATER OPERATIONS	Revenue	331.20-03	USE OF MONEY AND PROPERTY	INTEREST	INT. EARNED-FISCAL AGENT	-	14,569.00	(14,569.00)	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	30,136.13	18,090.00	21,910.00	40,000.00
670 - ELECTRIC ENTERPRISE	672	RATE STABILITY FUND	7000	ELECTRIC	ELECTRIC	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	99,811.72	12,779.00	87,221.00	100,000.00
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	6,780.00	(6,780.00)	-
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	15,441.41	1,891.00	13,109.00	15,000.00
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	37,907.25	3,244.00	32,756.00	36,000.00
680 - WASTEWATER ENTERPRISE	681	WASTEWATER CAPITAL FACILITY FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	159,647.45	250,000.00	(85,000.00)	165,000.00
680 - WASTEWATER ENTERPRISE	682	WASTEWATER TERTIARY FUND	8050	WASTEWATER	TERTIARY RESERVES	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	113,598.88	11,922.00	128,178.00	140,000.00
680 - WASTEWATER ENTERPRISE	683	BUA WASTEWATER CAPITAL PROJECT FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	331.20-03	USE OF MONEY AND PROPERTY	INTEREST	INT. EARNED-FISCAL AGENT	-	9,666.00	(9,666.00)	-
680 - WASTEWATER ENTERPRISE	685	STATE REVOLVING LOAN FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	7,908.34	1,615.00	6,385.00	8,000.00
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	91,575.28	2,315.00	97,685.00	100,000.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	5,844.00	(5,844.00)	-
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	7,738.65	668.00	7,332.00	8,000.00
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	138.00	(138.00)	-
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	1,053.00	(1,053.00)	-
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	3700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	21,813.18	3,241.00	19,759.00	23,000.00
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Revenue	331.20-03	USE OF MONEY AND PROPERTY	INTEREST	INT. EARNED-FISCAL AGENT	-	7,500.00	(7,500.00)	-
800 - SUCCESSOR AGENCY FUNDS	850	SUCCESSOR AGENCY ADMIN FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Revenue	331.20-01	USE OF MONEY AND PROPERTY	INTEREST	INVESTMENT INTEREST	-	117.00	(117.00)	-
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	341.31-01	INTERGOVERNMENTAL	STATE MOTOR VEHICLE IN-LIEU FEES	ST MOTOR VEH LICENSE-REG	-	40,000.00	-	40,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	341.31-10	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	ST HMOWN PROP TX RELIEF	13,219.36	26,976.00	-	26,976.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	341.31-14	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	REIMB MANDATED COSTS	80.00	50,000.00	-	50,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	347.34-33	INTERGOVERNMENTAL	REVENUE FROM FEDERAL	ARPA-AMERCN RSCUE PL ACT	-	301,017.00	(301,017.00)	-
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Revenue	347.34-16	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	FED AID-EMERG MGMT SVC	-	29,000.00	(29,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Revenue	306.12-12	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	PUB EDUC GRNT FEE	25,019.70	66,656.00	(10,000.00)	56,656.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	341.31-18	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	STATE AID-P.O.S.T.	-	-	5,000.00	5,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	341.31-42	MISCELLANEOUS INCOME	MISCELLANEOUS	PACT AB 109	-	-	238,150.00	238,150.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	341.31-66	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	BSCC LAW ENFORCE GRANT	-	34,000.00	4,000.00	38,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	347.34-25	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	OJP - BYRNE GRANT	-	-	9,513.00	9,513.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	341.31-71	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	HCD LEAP GRANT	-	-	150,000.00	150,000.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	341.31-05	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	GAS TAX-SEC 2106	72,540.22	130,037.00	(5,374.00)	124,663.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	341.31-06	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	GAS TAX-SEC 2107	152,948.16	243,367.00	(11,016.00)	232,351.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	341.31-07	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	GAS TAX-SEC 2107.5	6,000.00	6,000.00	-	6,000.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	341.31-09	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	ST. GASOLINE TAX-2105	110,138.72	202,614.00	(8,899.00)	193,715.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	341.31-62	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	GAS TAX-SEC 2103	177,175.81	305,970.00	(19,924.00)	286,046.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	341.31-64	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	CA DEPT OF TRANS GRANT	27,852.55	37,000.00	-	37,000.00
100 - SPECIAL REVENUE FUNDS	101	MEASURE A STREET FUND	4900	GAS TAX	STREET	Revenue	366.44-21	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	TUMF FUNDING	-	280,000.00	-	280,000.00
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	0000	NON DEPARTMENTAL	Non-Departmental	Revenue	341.31-04	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	SB1 RMRA GAS TAX REVENUE	315,888.41	763,287.00	(15,089.00)	748,198.00
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Revenue	347.34-02	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	FEDERAL C D B GRANTS	20,749.63	200,000.00	-	200,000.00
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Revenue	341.31-22	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	AB 2766 AQMD SUBVENTION	20,669.06	42,000.00	-	42,000.00
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Revenue	347.34-33	INTERGOVERNMENTAL	REVENUE FROM FEDERAL	ARPA-AMERCN RSCUE PL ACT	-	1,526,984.00	710,000.00	2,236,984.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	341.31-21	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	FED/STATE AIRPORT GRANTS	-	20,000.00	(20,000.00)	-
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	347.34-06	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	FAA IMPROV PROGRAM GRANT	7,052.17	-	-	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	306.12-01	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	TRANSIT-SB325 ART 4	1,041,567.70	1,676,670.00	-	1,676,670.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	341.31-24	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	OPERATING GRANT - STA	-	40,000.00	(40,000.00)	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	341.31-25	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	CAPITAL GRANT - STA	-	2,400,000.00	(2,400,000.00)	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	341.31-28	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	OPERATING GRANT-SGR	-	42,000.00	-	42,000.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	341.31-67	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	LCTOP - GREENHOUSE GRF	-	50,000.00	-	50,000.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	351.35-73	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	MISC TRANSIT	-	67,358.00	(67,358.00)	-
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Revenue	306.12-01	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	TRANSIT-SB325 ART 4	100,885.49	162,401.00	-	162,401.00
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Revenue	351.35-73	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	MISC TRANSIT	55.00	6,872.00	(6,872.00)	-
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	341.31-11	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	CA DEPT OF WATER RESOURCE	116,808.20	1,475,000.00	-	1,475,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	366.44-03	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	METER INSTALLATION & CONN	136,463.00	75,000.00	50,000.00	125,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	366.44-03	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	METER INSTALLATION & CONN	4,240.00	13,515.00	-	13,515.00
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(1,175.00)	-	(1,175.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	23-17	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TREE TRIMMING SERVICE	(4,560.00)	(24,840.00)	-	(24,840.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(630.00)	(2,700.00)	-	(2,700.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(1,047.60)	(12,645.00)	-	(12,645.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(62,432.39)	(105,410.00)	-	(105,410.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(1,528.34)	(1,750.00)	-	(1,750.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(11.20)	(150.00)	-	(150.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(188,824.30)	(92,000.00)	-	(92,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(540.18)	(1,200.00)	-	(1,200.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(144.45)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	30-01	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-GRNDS/FIEL	(14,874.29)	(32,775.00)	-	(32,775.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(662.86)	(3,750.00)	-	(3,750.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(7,290.15)	(9,123.00)	-	(9,123.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	30-07	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-FENCING	-	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	30-16	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-IRRIGATION	(3,077.24)	(25,000.00)	-	(25,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	32-02	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / RENTAL OF BLDG	(1,580.56)	(2,400.00)	-	(2,400.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(12,361.20)	(29,900.00)	-	(29,900.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(38,171.00)	(50,513.00)	-	(50,513.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CUSTODIAN SERVICES	-	(24,536.00)	-	(24,536.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(249.21)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	36-10	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FERTILIZER	-	(2,750.00)	-	(2,750.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	36-57	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	HERBICIDES/WEED CONTROL	-	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	38-50	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	REPAIR PARTS/SUPPLIES	-	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	38-54	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	GRAFFITI PAINT	(915.70)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	(2,809.99)	(5,000.00)	-	(5,000.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Revenue	331.25-02	USE OF MONEY AND PROPERTY	RENTAL INCOME	FACILITY RENTAL	3,919.00	10,000.00	(3,000.00)	7,000.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(8,291.94)	(13,000.00)	-	(13,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(90.23)	(1,190.00)	-	(1,190.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(399.13)	(1,530.00)	-	(1,530.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(220.00)	-	(220.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(665.63)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(652.91)	(3,950.00)	-	(3,950.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	23-07	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	MISC CONTRACT SVC	(1,995.84)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(199.00)	-	(199.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(80.00)	(112.00)	-	(112.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(150.70)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(4,831.78)	(564.00)	-	(564.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(1,595.97)	(26,054.00)	-	(26,054.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(14,780.81)	(155,088.00)	(182,600.00)	(337,688.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	33-41	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PLANNING SERVICES	(122,672.50)	(198,344.00)	-	(198,344.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	33-42	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	GENERAL PLAN UPDATE	(7,442.00)	(244,493.00)	-	(244,493.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(2,016.32)	(3,130.00)	-	(3,130.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(1,135.21)	(273.00)	-	(273.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	41-13	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / JOINT AGENCY ASSESSMENT	(9,238.46)	(9,360.00)	-	(9,360.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	42-50	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / MISCELLANEOUS EXPENSE	-	(21.00)	-	(21.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(3,431.08)	(5,998.00)	-	(5,998.00)
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Expense	33-04	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	LEGAL SERVICES	(16,934.79)	(6,930.00)	-	(6,930.00)
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Expense	33-05	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	ENVIRONMENTAL REVIEW	-	(49,026.00)	-	(49,026.00)
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(26,353.75)	(133,345.00)	-	(133,345.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.16-02	LICENSES AND PERMITS	OTHER PERMITS	TEMPORARY USE PERMIT	10,403.00	-	20,000.00	20,000.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.16-11	LICENSES AND PERMITS	OTHER PERMITS	CONDITIONAL USE PERMIT	20,295.00	35,268.00	4,000.00	39,268.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.16-14	LICENSES AND PERMITS	OTHER PERMITS	HOME OCCUPATION PERMIT	1,135.50	8,000.00	(6,000.00)	2,000.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.16-21	LICENSES AND PERMITS	OTHER PERMITS	SIGN PERMITS	864.00	4,235.00	-	4,235.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.26-30	LICENSES AND PERMITS	OTHER PERMITS	CANNABIS RETAIL RG PERMIT	5,180.00	15,000.00	-	15,000.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.27-40	LICENSES AND PERMITS	OTHER PERMITS	CANNABIS COMMCL REG PERMT	-	29,600.00	(15,500.00)	14,100.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	311.27-41	LICENSES AND PERMITS	OTHER PERMITS	CANNABIS COMMERCIAL - CUP	400.00	-	400.00	400.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-26	LICENSES AND PERMITS	OTHER PERMITS	SITE PLAN REVIEW	10,040.00	25,310.00	(8,000.00)	17,310.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-27	LICENSES AND PERMITS	OTHER PERMITS	ZONE CHANGE FEES	-	25,572.00	(20,000.00)	5,572.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-30	LICENSES AND PERMITS	OTHER PERMITS	GENERAL PLAN AMENDMENT	-	18,576.00	-	18,576.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-32	LICENSES AND PERMITS	OTHER PERMITS	LOT LINE ADJ FEE/LOT MEGR	-	6,694.00	-	6,694.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-33	LICENSES AND PERMITS	OTHER PERMITS	DESIGN REVIEW FEE	17,389.00	77,032.00	-	77,032.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-34	LICENSES AND PERMITS	OTHER PERMITS	T M - SUB FEE (1-4 LOTS)	-	22,000.00	(22,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-35	LICENSES AND PERMITS	OTHER PERMITS	T M SUB FEES (5+ LOTS)	-	10,000.00	(10,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-36	LICENSES AND PERMITS	OTHER PERMITS	T M - TIME EXT - SUB FEE	5,863.00	17,032.00	(5,000.00)	12,032.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-40	LICENSES AND PERMITS	OTHER PERMITS	ENVIRONMENTAL ASST REVIEW	42,525.00	100,000.00	(15,000.00)	85,000.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-41	LICENSES AND PERMITS	OTHER PERMITS	E I R REVIEW FEE	-	20,000.00	-	20,000.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-42	LICENSES AND PERMITS	OTHER PERMITS	BLDG PLAN CK FEE-PLNG/GP	9,389.28	2,225.00	16,000.00	18,225.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-44	LICENSES AND PERMITS	OTHER PERMITS	APPEALS FEES	-	5,000.00	(5,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-45	LICENSES AND PERMITS	OTHER PERMITS	MISC PLANNING DPT FEES	-	10,000.00	(10,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-48	LICENSES AND PERMITS	OTHER PERMITS	SERVICE LETTER/PLNG LTR	174.00	1,760.00	(1,000.00)	760.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Revenue	351.35-56	LICENSES AND PERMITS	OTHER PERMITS	LNDSCP/IRRIG PLAN CHECK	6,390.00	20,000.00	-	20,000.00
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Revenue	351.36-01	LICENSES AND PERMITS	OTHER PERMITS	ENVIRONMENTAL REVIEW	-	30,864.00	(25,000.00)	5,864.00
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Revenue	361.41-02	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC REIMBURSEMENTS	44,488.54	359,365.00	(50,000.00)	309,365.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	321.18-05	FINES AND FORFEITURES	PARKING FINES	FORFEITS/PENALTIES / PARKING FINES	2,080.00	14,619.00	(11,619.00)	3,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	321.18-06	FINES AND FORFEITURES	PARKING FINES	FORFEITS/PENALTIES / PKG TCKT DISBURSE DUE CO	(1,348.60)	(8,234.00)	4,000.00	(4,234.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	347.34-16	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	FED AID-EMERG MGMT SVC	-	-	10,607.00	10,607.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	351.35-05	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	REIMB FOR POLICE SERVICES	35,524.55	440,000.00	(300,000.00)	140,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	351.35-06	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	MISC POLICE FEES	9,616.00	7,064.00	6,000.00	13,064.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	351.35-90	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	VEH IMP REL FEES (OTHER)	3,647.00	11,704.00	(5,000.00)	6,704.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	351.35-99	CHARGES FOR SERVICES	ENGINEERING, POLICE, FIRE AND OTHER FEES	FINGERPRINTING	8,963.00	15,948.00	-	15,948.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	361.41-04	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SPECIAL EVENTS REIMB	22,314.90	129,000.00	-	129,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	361.41-24	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SALE OF SURPLUS PROPERT	4.95	3,065.00	5,000.00	8,065.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	361.41-61	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / MISC. RECEIPTS/REVENUE	42,765.35	35,000.00	79,900.00	114,900.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	361.42-02	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / COST REIMBURSMENT: BUSD	223,029.05	350,000.00	(150,000.00)	200,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(413.38)	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(2,187.98)	(6,000.00)	-	(6,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	(810.83)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(2,753.14)	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(44,177.29)	(80,000.00)	(6,548.00)	(86,548.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-07	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	MISC CONTRACT SVC	(1,222.29)	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(930.00)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST EMDICATION SERVICE	(1,746.00)	(1,800.00)	-	(1,800.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-25	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	HAZARDOUS MATERIAL CLN-UP	-	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(17,066.91)	(29,300.00)	-	(29,300.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-33	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	COMPUTER SERVICES	-	(1,283.00)	-	(1,283.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-45	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CITATION PROCESSING SVC	-	(4,120.00)	-	(4,120.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	23-46	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	RETURNED CHECK/BANK FEES	-	(45.00)	-	(45.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(254.54)	(2,060.00)	-	(2,060.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	25-09	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	TUITION/BOOKS REIMBURSE	(4,900.50)	(20,000.00)	5,000.00	(15,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(550.00)	(1,750.00)	-	(1,750.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(61,258.73)	(72,851.00)	-	(72,851.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(66,278.71)	(92,000.00)	-	(92,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(2,401.95)	(15,000.00)	-	(15,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	26-07	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	RADIO TRANSMISSION SVCS	(34,057.03)	(55,000.00)	-	(55,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	-	(3,500.00)	-	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	30-05	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-VEHICLES	(3,815.64)	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(10,000.00)	5,000.00	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	30-08	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-RADIOS	(34,260.80)	(36,095.00)	-	(36,095.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	(49,556.61)	(115,000.00)	-	(115,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	30-21	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT AC/HEATING	-	(2,105.00)	-	(2,105.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	32-02	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / RENTAL OF BLDG	(3,065.60)	(4,608.00)	-	(4,608.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(7,559.24)	(19,360.00)	-	(19,360.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(26,512.24)	(82,000.00)	-	(82,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CUSTODIAN SERVICES	-	(7,195.00)	-	(7,195.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	33-31	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	MEDICAL/HOSPITAL	(27,911.75)	(58,906.00)	(1,200.00)	(60,106.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	33-94	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	FINGERPRINTING - DOJ	(11,053.00)	(16,901.00)	-	(16,901.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(28,485.13)	(42,232.00)	(5,925.00)	(48,157.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	36-01	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	ORDNANCE	(23,354.63)	(40,000.00)	-	(40,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	36-04	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CLOTHING/ACCOUNTERMENTS	(26,123.66)	(18,529.00)	-	(18,529.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	36-07	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	FOOD/MEALS COST	(2,675.71)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	36-62	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	SPECIAL DEPARTMENTAL SPLY	(3,218.33)	(8,000.00)	-	(8,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	38-05	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	PHOTOGRAPHIC SUPPLIES	-	(1,630.00)	-	(1,630.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	(665.26)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	41-20	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / SPECIAL INVESTIGATION E	-	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	41-23	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / K-9 PROGRAM EXPENSE	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	41-26	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / CAL-ID SYSTEM	(30,877.00)	(32,900.00)	-	(32,900.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	89-15	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	BUILDING IMPROVEMENTS	-	(3,905.00)	-	(3,905.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(13,463.31)	(3,036.00)	-	(3,036.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	-	(10,607.00)	(10,607.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	89-53	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	RADIO EQUIPMENT/RADIOS	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(6,127.00)	3,000.00	(3,127.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(1,346.87)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(250.00)	(729.00)	-	(729.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(413.68)	(800.00)	-	(800.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(106.45)	(800.00)	-	(800.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	36-04	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	CLOTHING/ACCOUNTERMENTS	(698.69)	(2,184.00)	-	(2,184.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	23-04	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	POSTAGE/MAILING COSTS	-	(100.00)	-	(100.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(151.26)	(3,500.00)	-	(3,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(124.57)	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	-	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	41-46	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / COMMUNITY PROMOTIONS	-	(5,000.00)	-	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Revenue	331.25-02	USE OF MONEY AND PROPERTY	RENTAL INCOME	FACILITY RENTAL	4,390.00	10,000.00	(5,000.00)	5,000.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Revenue	331.25-16	USE OF MONEY AND PROPERTY	RENTAL INCOME	FACILITY RENTAL STAFFING	4,699.50	5,500.00	-	5,500.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Revenue	341.31-69	INTERGOVERNMENTAL	OTHER INTERGOVERNMENTAL REVENUES	OUTDOOR EQUITY GRANT	69,633.00	217,916.00	-	217,916.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Revenue	351.35-69	CHARGES FOR SERVICES	RECREATION FEES	SPORTS LEAGUE FEES	15,610.00	28,400.00	-	28,400.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Revenue	351.35-71	CHARGES FOR SERVICES	RECREATION FEES	CONTRACT CLASS FEES	37,328.00	54,700.00	-	54,700.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Revenue	351.35-95	CHARGES FOR SERVICES	RECREATION FEES	RECREATION CLASS FEES	3,499.00	6,500.00	-	6,500.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(180.45)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	(21.55)	(4,350.00)	-	(4,350.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(1,596.93)	(1,400.00)	-	(1,400.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(2,095.80)	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-14	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ELECTRICIAN SERVICES	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-15	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	RECREATION OFFICIALS/INST	(21,936.87)	(41,000.00)	-	(41,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-16	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LAUNDRY/CLEANING	(18.00)	(100.00)	-	(100.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(450.00)	(2,100.00)	-	(2,100.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(640.20)	(1,350.00)	-	(1,350.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(4,908.05)	(9,440.00)	-	(9,440.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	23-52	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CREDIT CARD FEES	(1,206.71)	(3,200.00)	-	(3,200.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(603.80)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	25-05	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	MILEAGE REIMBURSEMENT	-	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(264.34)	(75.00)	-	(75.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	(115.30)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(7,574.75)	(13,450.00)	-	(13,450.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(2,374.31)	(2,650.00)	-	(2,650.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(601.95)	(2,800.00)	-	(2,800.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	(709.48)	(10,038.00)	-	(10,038.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(1,139.64)	(4,735.00)	-	(4,735.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	30-19	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-HARDWARE	(863.22)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	32-05	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / EQUIPMENT LEASE/RENTAL	-	(1,200.00)	-	(1,200.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(1,249.14)	(2,200.00)	-	(2,200.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(400.00)	(6,000.00)	-	(6,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CUSTODIAN SERVICES	-	(117.00)	-	(117.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(3,898.60)	(137,500.00)	100,000.00	(37,500.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	36-03	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	JANITORIAL SUPPLIES	(1,809.06)	(1,700.00)	-	(1,700.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	36-09	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	RECREATION SUPPLIES	(17,199.92)	(26,000.00)	-	(26,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	36-11	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	GASOLINE/DIESEL FUEL	(1,353.40)	(78,693.00)	-	(78,693.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	41-04	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LICENSES/PERMITS/FEES	(434.00)	(2,200.00)	-	(2,200.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	42-31	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / HELP HELP CORPORATION	(12,189.41)	(43,311.00)	-	(43,311.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	42-32	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / ANIMAL SHELTER	(5,225.40)	(1,292.00)	-	(1,292.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	89-46	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	OFF FURN/EQUIP/FIXTURES	(2,812.26)	(4,000.00)	-	(4,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(1,408.00)	-	(1,408.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	89-49	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER SOFTWARE	(2,373.47)	(2,500.00)	-	(2,500.00)
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	-	415,080.00	(415,080.00)	-
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(12,985.76)	(23,400.00)	-	(23,400.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(829.90)	(1,791.00)	-	(1,791.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(242.41)	(437.00)	-	(437.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	-	(143.00)	-	(143.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(265.20)	(480.00)	-	(480.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-50	SALARIES & BENEFITS	FRINGE BENEFITS	HEALTH INSURANCE	(28,753.72)	(50,493.00)	-	(50,493.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-60	SALARIES & BENEFITS	FRINGE BENEFITS	DENTAL INSURANCE	(292.46)	(1,404.00)	-	(1,404.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	15-65	SALARIES & BENEFITS	FRINGE BENEFITS	VISION COVERAGE	(40.60)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(331,590.57)	(823,097.00)	-	(823,097.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(37,941.94)	-	(60,000.00)	(60,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,890.61)	(3,300.00)	-	(3,300.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(113.00)	-	(113.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(7,007.00)	-	(7,007.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(14,935.00)	-	(14,935.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(5,986.59)	(9,746.00)	-	(9,746.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	(239.04)	(7,915.00)	-	(7,915.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(25,685.14)	(56,816.00)	-	(56,816.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(25,457.54)	(250,151.00)	-	(250,151.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(15,779.60)	(33,788.00)	-	(33,788.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(2,034.80)	(4,989.00)	-	(4,989.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(491.40)	(864.00)	-	(864.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-65	SALARIES & BENEFITS	FRINGE BENEFITS	VISION COVERAGE	-	(550.00)	-	(550.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(4,095.72)	(6,000.00)	-	(6,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(59,825.74)	(102,200.00)	-	(102,200.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(6,414.71)	(15,600.00)	-	(15,600.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(79,462.23)	(141,428.00)	-	(141,428.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(1,360.00)	-	(1,360.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(2,122.00)	-	(2,122.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(1,730.00)	-	(1,730.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(1,360.00)	-	(1,360.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(6,067.11)	(10,771.00)	-	(10,771.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(8,120.99)	(42,811.00)	-	(42,811.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(6,568.59)	(2,642.00)	-	(2,642.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(484.71)	(863.00)	-	(863.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(163.80)	(288.00)	-	(288.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(1,013.07)	(1,800.00)	-	(1,800.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,952.11)	(16,800.00)	-	(16,800.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,363.79)	(4,200.00)	-	(4,200.00)
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(51,867.52)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(4,431.02)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(5,213.88)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(1,729.54)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(311.13)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(163.80)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,607.95)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1220	CITY MANAGER	PUBLIC INFORMATION	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,363.79)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(49,817.59)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,822.89)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(4,751.60)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(5,176.71)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(1,655.68)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(297.85)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(163.80)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,280.21)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1230	CITY MANAGER	GRANTS MANAGEMENT	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,363.79)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(55,337.91)	(111,849.00)	-	(111,849.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(2,061.80)	(177.00)	(4,000.00)	(4,177.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(900.69)	(1,381.00)	-	(1,381.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(143.00)	-	(143.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(300.07)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(811.00)	-	(811.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(1,333.00)	-	(1,333.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(1,406.57)	(1,275.00)	-	(1,275.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(1,076.00)	-	(1,076.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(4,540.46)	(9,075.00)	-	(9,075.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(5,859.26)	(34,275.00)	-	(34,275.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(3,641.37)	(3,793.00)	-	(3,793.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(338.16)	(683.00)	-	(683.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(81.89)	(144.00)	-	(144.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-52	SALARIES & BENEFITS	FRINGE BENEFITS	RETIREE PEMHCA MINIMUM	(112.80)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(307.95)	(540.00)	-	(540.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,354.13)	(19,600.00)	-	(19,600.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(1,177.52)	(2,100.00)	-	(2,100.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	111.00	-	111.00
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(49,201.66)	(82,437.00)	-	(82,437.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(1,131.26)	(2,400.00)	-	(2,400.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(764.88)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(318.00)	-	(318.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(619.00)	-	(619.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(841.00)	-	(841.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(793.00)	-	(793.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(3,900.90)	(6,503.00)	-	(6,503.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(5,039.35)	(24,954.00)	-	(24,954.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(1,656.10)	(2,796.00)	-	(2,796.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(296.34)	(503.00)	-	(503.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(80.47)	(96.00)	-	(96.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-50	SALARIES & BENEFITS	FRINGE BENEFITS	HEALTH INSURANCE	-	(9,732.00)	-	(9,732.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-60	SALARIES & BENEFITS	FRINGE BENEFITS	DENTAL INSURANCE	(261.48)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-65	SALARIES & BENEFITS	FRINGE BENEFITS	VISION COVERAGE	(52.57)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,564.04)	(16,800.00)	-	(16,800.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(1,129.03)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	65.00	-	65.00
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(509,850.62)	(958,679.00)	-	(958,679.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(48,667.06)	(15,000.00)	(65,000.00)	(80,000.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(9,377.90)	(15,031.00)	-	(15,031.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(6,564.00)	-	(6,564.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(8,233.75)	(14,064.00)	-	(14,064.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(16,630.33)	(10,467.00)	-	(10,467.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(8,870.00)	-	(8,870.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	10-80	SALARIES & BENEFITS	SALARY & WAGES	WORKERS COMP-REIMBURSEMNT	-	3,828.00	-	3,828.00
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(43,575.87)	(68,893.00)	-	(68,893.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(53,005.63)	(294,742.00)	-	(294,742.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(17,300.29)	(32,504.00)	-	(32,504.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(3,110.46)	(5,848.00)	-	(5,848.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(546.00)	(1,056.00)	-	(1,056.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-50	SALARIES & BENEFITS	FRINGE BENEFITS	HEALTH INSURANCE	(11,666.69)	(19,044.00)	-	(19,044.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(83,696.54)	(151,601.00)	-	(151,601.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(6,398.48)	(12,800.00)	-	(12,800.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(146,900.62)	(302,881.00)	-	(302,881.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(7,480.04)	(1,000.00)	(11,500.00)	(12,500.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(4,213.13)	(3,300.00)	-	(3,300.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(2,439.00)	-	(2,439.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(1,873.00)	-	(1,873.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(3,176.00)	-	(3,176.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(1,733.52)	(3,282.00)	-	(3,282.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,852.00)	-	(2,852.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(14,002.89)	(24,446.00)	-	(24,446.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(15,440.89)	(92,681.00)	-	(92,681.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(8,339.95)	(10,057.00)	-	(10,057.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(895.91)	(1,810.00)	-	(1,810.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(163.80)	(288.00)	-	(288.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(29,827.59)	(60,200.00)	-	(60,200.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,372.53)	(4,200.00)	-	(4,200.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	992.00	-	992.00
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(47,876.70)	(89,499.00)	-	(89,499.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(6,490.39)	(7,500.00)	(3,500.00)	(11,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(345.00)	-	(345.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(672.00)	-	(672.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(2,063.67)	(912.00)	-	(912.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(861.00)	-	(861.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(3,895.90)	(7,060.00)	-	(7,060.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(4,858.36)	(27,092.00)	-	(27,092.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(3,954.22)	(7,399.00)	-	(7,399.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(291.78)	(546.00)	-	(546.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,382.19)	(16,800.00)	-	(16,800.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(2,519,729.60)	(4,239,983.00)	(46,445.00)	(4,286,428.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(636,035.12)	(1,000,000.00)	(206,460.00)	(1,206,460.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-35	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME - SPECIAL EVENTS	-	(129,000.00)	-	(129,000.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(166,786.03)	(180,429.00)	-	(180,429.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(15,644.38)	(6,000.00)	-	(6,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(50,419.75)	(29,529.00)	-	(29,529.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(77,562.30)	(36,875.00)	-	(36,875.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(36,796.82)	(14,088.00)	-	(14,088.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	(80,969.27)	(71,430.00)	-	(71,430.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	10-80	SALARIES & BENEFITS	SALARY & WAGES	WORKERS COMP-REIMBURSEMNT	253,040.10	519,493.00	-	519,493.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(209,470.75)	(332,441.00)	(13,482.00)	(345,923.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(608,925.06)	(1,384,522.00)	-	(1,384,522.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(301,752.52)	(562,785.00)	-	(562,785.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-25	SALARIES & BENEFITS	FRINGE BENEFITS	LONG TERM DISABILITY	(792.00)	(1,485.00)	-	(1,485.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(13,115.35)	(25,073.00)	-	(25,073.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(2,526.42)	(4,291.00)	-	(4,291.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(3,802.67)	(5,700.00)	-	(5,700.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(319,577.24)	(432,289.00)	-	(432,289.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-82	SALARIES & BENEFITS	FRINGE BENEFITS	UNIFORM ALLOWANCE	(34,844.71)	(55,791.00)	-	(55,791.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(3,380.45)	(7,200.00)	-	(7,200.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(1,125.00)	(625.00)	-	(625.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	1,356.00	-	1,356.00
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(305,809.86)	(543,171.00)	-	(543,171.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(154,763.42)	(175,000.00)	(75,000.00)	(250,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(3,852.96)	(35,695.00)	-	(35,695.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-52	SALARIES & BENEFITS	SALARY & WAGES	SHIFT DIFFERENTIAL	(8,180.50)	(6,048.00)	-	(6,048.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(3,992.13)	(647.00)	-	(647.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(20,135.59)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(2,075.00)	-	(2,075.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(889.85)	(4,046.00)	-	(4,046.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(3,979.92)	(5,497.00)	-	(5,497.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(5,187.00)	-	(5,187.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	10-80	SALARIES & BENEFITS	SALARY & WAGES	WORKERS COMP-REIMBURSEMNT	19,122.49	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(40,726.23)	(46,391.00)	-	(46,391.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(36,442.42)	(177,307.00)	-	(177,307.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(10,813.87)	(18,290.00)	-	(18,290.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,848.93)	(3,291.00)	-	(3,291.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(16.38)	(22.00)	-	(22.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(2,052.77)	(3,600.00)	-	(3,600.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(68,062.29)	(121,901.00)	-	(121,901.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-82	SALARIES & BENEFITS	FRINGE BENEFITS	UNIFORM ALLOWANCE	(74.25)	(99.00)	-	(99.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(875.00)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	979.00	-	979.00
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(74,974.26)	(114,353.00)	-	(114,353.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(4,374.26)	(15,000.00)	10,000.00	(5,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(440.00)	-	(440.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(858.00)	-	(858.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(1,166.00)	-	(1,166.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(1,100.00)	-	(1,100.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(6,724.20)	(9,059.00)	-	(9,059.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(7,662.40)	(34,766.00)	-	(34,766.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(11,365.64)	(9,453.00)	-	(9,453.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(457.32)	(698.00)	-	(698.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(18,910.35)	(28,000.00)	-	(28,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(500.00)	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(143,556.61)	(216,468.00)	-	(216,468.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(9,157.84)	(112.00)	(18,000.00)	(18,112.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(3,666.67)	(1,980.00)	-	(1,980.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(4,959.64)	(1,575.00)	-	(1,575.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(4,187.00)	-	(4,187.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(2,442.00)	-	(2,442.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,053.00)	-	(2,053.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	3,344.00	-	3,344.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(11,692.70)	(15,557.00)	-	(15,557.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(13,415.66)	(66,125.00)	-	(66,125.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(3,994.61)	(5,608.00)	-	(5,608.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(882.43)	(1,303.00)	-	(1,303.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(191.87)	(245.00)	-	(245.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(25,806.08)	(38,601.00)	-	(38,601.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,748.62)	(2,850.00)	-	(2,850.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	1,164.00	-	1,164.00
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	46.00	-	46.00
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(111,116.89)	(229,852.00)	-	(229,852.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(20,415.27)	(5,028.00)	(31,000.00)	(36,028.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(5,555.46)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(862.00)	-	(862.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(1,333.57)	(1,680.00)	-	(1,680.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(2,400.32)	(2,282.00)	-	(2,282.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	(713.90)	(2,154.00)	-	(2,154.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(11,300.10)	(18,194.00)	-	(18,194.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(11,923.92)	(69,879.00)	-	(69,879.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(9,199.94)	(18,511.00)	-	(18,511.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(678.96)	(1,366.00)	-	(1,366.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(23,110.36)	(47,600.00)	-	(47,600.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(750.00)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(213,210.71)	(442,374.00)	-	(442,374.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(1,958.83)	(370.00)	(2,700.00)	(3,070.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(3,879.21)	(1,320.00)	-	(1,320.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(3,306.43)	(3,754.00)	-	(3,754.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(7,047.00)	-	(7,047.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(1,002.21)	(5,199.00)	-	(5,199.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(4,215.00)	-	(4,215.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	2,661.00	-	2,661.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(17,044.37)	(34,636.00)	-	(34,636.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(21,098.42)	(134,307.00)	-	(134,307.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(8,875.90)	(10,222.00)	-	(10,222.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,305.37)	(2,675.00)	-	(2,675.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(393.13)	(908.00)	-	(908.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(285.52)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(34,703.80)	(71,001.00)	-	(71,001.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(5,989.81)	(12,750.00)	-	(12,750.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	840.00	-	840.00
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	331.00	-	331.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(175,156.35)	(292,174.00)	-	(292,174.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(215.92)	(2,040.00)	40.00	(2,000.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(3,151.98)	(6,670.00)	-	(6,670.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(863.35)	(2,629.00)	-	(2,629.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(863.35)	(4,515.00)	-	(4,515.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(10,939.85)	(3,508.00)	-	(3,508.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,807.00)	-	(2,807.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	158,735.00	-	158,735.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(12,538.78)	(19,206.00)	-	(19,206.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(16,655.87)	(90,483.00)	-	(90,483.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(9,313.05)	(13,613.00)	-	(13,613.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,071.33)	(1,781.00)	-	(1,781.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(262.08)	(428.00)	-	(428.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINFERING	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(100.94)	(180.00)	-	(180.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(20,431.59)	(30,727.00)	-	(30,727.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(3,470.80)	(5,785.00)	-	(5,785.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(75.01)	(75.00)	-	(75.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	9,206.00	-	9,206.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	330.00	-	330.00
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(112,537.85)	(180,812.00)	-	(180,812.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(2,323.79)	(1,206.00)	(2,000.00)	(3,206.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(479.54)	(975.00)	-	(975.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(2,773.92)	(502.00)	-	(502.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(323.76)	(1,360.00)	-	(1,360.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(323.76)	(2,479.00)	-	(2,479.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(1,795.52)	(2,077.00)	-	(2,077.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(1,739.00)	-	(1,739.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	57,675.00	-	57,675.00
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(9,494.72)	(13,391.00)	-	(13,391.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(11,617.05)	(48,312.00)	-	(48,312.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(8,054.09)	(11,658.00)	-	(11,658.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(705.07)	(1,103.00)	-	(1,103.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(122.82)	(216.00)	-	(216.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(350.53)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(18,907.60)	(29,640.00)	-	(29,640.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(1,014.90)	(1,800.00)	-	(1,800.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(595.03)	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	2,525.00	-	2,525.00
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	19.00	-	19.00
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(160,586.09)	(281,827.00)	-	(281,827.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(17,333.51)	(41,800.00)	11,800.00	(30,000.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,659.32)	(1,650.00)	-	(1,650.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-55	SALARIES & BENEFITS	SALARY & WAGES	STANDBY PAY	(14,631.67)	(23,500.00)	-	(23,500.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(1,124.00)	-	(1,124.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(3,930.01)	(1,604.00)	-	(1,604.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(3,832.00)	-	(3,832.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(1,037.36)	(3,050.00)	-	(3,050.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,704.00)	-	(2,704.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(15,648.75)	(22,310.00)	-	(22,310.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(15,368.04)	(85,975.00)	-	(85,975.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(13,283.92)	(23,240.00)	-	(23,240.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(980.25)	(1,715.00)	-	(1,715.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(114.66)	(202.00)	-	(202.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(1,215.57)	(720.00)	-	(720.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(36,996.92)	(67,121.00)	-	(67,121.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(1,316.97)	(2,340.00)	-	(2,340.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(854.03)	(550.00)	-	(550.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	4.00	-	4.00
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(235,864.35)	(544,540.00)	-	(544,540.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(1,876.57)	(4,200.00)	-	(4,200.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(2,063.52)	(1,650.00)	-	(1,650.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(3,930.00)	(1,990.00)	-	(1,990.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(4,391.00)	-	(4,391.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(3,355.56)	(3,384.00)	-	(3,384.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,918.00)	-	(2,918.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(17,506.12)	(28,366.00)	-	(28,366.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(18,784.90)	(107,266.00)	-	(107,266.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(13,452.87)	(38,994.00)	-	(38,994.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,439.03)	(3,304.00)	-	(3,304.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(196.57)	(346.00)	-	(346.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(2,955.25)	(8,460.00)	-	(8,460.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(40,638.58)	(72,161.00)	-	(72,161.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,498.87)	(4,440.00)	-	(4,440.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(81.96)	(125.00)	-	(125.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	399.00	-	399.00
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(81,111.36)	(554,165.00)	140,000.00	(414,165.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(309.77)	(1,800.00)	-	(1,800.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(148.00)	-	(148.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(479.37)	(254.00)	-	(254.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(220.00)	-	(220.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(2,420.92)	(9,639.00)	-	(9,639.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(1,753.43)	(8,909.00)	-	(8,909.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(6,706.70)	(65,757.00)	-	(65,757.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(494.85)	(3,377.00)	-	(3,377.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(16.37)	(29.00)	-	(29.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(210.83)	(630.00)	-	(630.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(3,317.58)	(5,880.00)	-	(5,880.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(236.38)	(420.00)	-	(420.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(40.99)	(63.00)	-	(63.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	-	(40,899.00)	-	(40,899.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(277.00)	-	(277.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(277.00)	-	(277.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(555.00)	-	(555.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(277.00)	-	(277.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	-	(3,304.00)	-	(3,304.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	-	(10,855.00)	-	(10,855.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	-	(737.00)	-	(737.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	-	(241.00)	-	(241.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	-	(900.00)	-	(900.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	-	(8,400.00)	-	(8,400.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(37,876.85)	(67,329.00)	-	(67,329.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(1,177.67)	(3,000.00)	-	(3,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,120.75)	-	-	-

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(181.00)	-	(181.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(352.00)	-	(352.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(478.00)	-	(478.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(451.00)	-	(451.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(3,196.79)	(4,245.00)	-	(4,245.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(2,917.19)	(14,904.00)	-	(14,904.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(1,566.53)	(4,522.00)	-	(4,522.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(231.22)	(397.00)	-	(397.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(717.37)	(1,350.00)	-	(1,350.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(7,099.57)	(12,600.00)	-	(12,600.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(40.97)	(63.00)	-	(63.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(212,783.91)	(387,189.00)	-	(387,189.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(27,922.09)	(16,320.00)	-	(16,320.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(5,183.76)	(782.00)	-	(782.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-55	SALARIES & BENEFITS	SALARY & WAGES	STANDBY PAY	(13,563.75)	(20,360.00)	-	(20,360.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(3,123.82)	(1,256.00)	-	(1,256.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(215.84)	(1,842.00)	-	(1,842.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(215.84)	(3,520.00)	-	(3,520.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(6,038.25)	(4,017.00)	-	(4,017.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(3,665.00)	-	(3,665.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	35,272.00	-	35,272.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(22,208.60)	(30,225.00)	-	(30,225.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(22,480.35)	(117,814.00)	-	(117,814.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(16,828.80)	(30,111.00)	-	(30,111.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,321.18)	(2,325.00)	-	(2,325.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(64.12)	(112.00)	-	(112.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(3,905.72)	(6,975.00)	-	(6,975.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(51,669.86)	(90,881.00)	-	(90,881.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(262.73)	(465.00)	-	(465.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(1,281.90)	(1,238.00)	-	(1,238.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	14,141.00	-	14,141.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	414.00	-	414.00
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(8,762.45)	(15,751.00)	-	(15,751.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	-	(10.00)	-	(10.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(211.92)	(370.00)	-	(370.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(693.60)	(55.00)	-	(55.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(152.00)	-	(152.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(237.00)	-	(237.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(193.00)	-	(193.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(152.00)	-	(152.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	373.00	-	373.00
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(755.28)	(885.00)	-	(885.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(988.83)	(4,880.00)	-	(4,880.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(615.95)	(1,002.00)	-	(1,002.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(57.82)	(97.00)	-	(97.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(15.06)	(26.00)	-	(26.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(8.67)	-	-	-
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(1,054.64)	(1,260.00)	-	(1,260.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(23.80)	-	-	-
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	104.00	-	104.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(41,374.51)	(75,757.00)	-	(75,757.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	-	(200.00)	-	(200.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(465.34)	(904.00)	-	(904.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(924.48)	(26.00)	-	(26.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(107.92)	(461.00)	-	(461.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(107.92)	(805.00)	-	(805.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(581.18)	(586.00)	-	(586.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(461.00)	-	(461.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	3,262.00	-	3,262.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(3,285.65)	(3,289.00)	-	(3,289.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(4,329.77)	(23,006.00)	-	(23,006.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(1,739.99)	(2,919.00)	-	(2,919.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(258.48)	(463.00)	-	(463.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(45.62)	(80.00)	-	(80.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(11.57)	-	-	-
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(3,055.26)	(4,281.00)	-	(4,281.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(326.44)	(600.00)	-	(600.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(31.67)	-	-	-
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLZED FRINGE BENEFITS	-	1,404.00	-	1,404.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	5.00	-	5.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(399,069.67)	(807,439.00)	-	(807,439.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(32,080.80)	(51,000.00)	-	(51,000.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(9,593.05)	(3,323.00)	-	(3,323.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(821.00)	-	(821.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(107.92)	(3,654.00)	-	(3,654.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(3,523.00)	(6,763.00)	-	(6,763.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(1,052.39)	(8,094.00)	-	(8,094.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	(111.54)	(7,407.00)	-	(7,407.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(37,476.89)	(60,224.00)	-	(60,224.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(38,499.20)	(238,895.00)	-	(238,895.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(32,788.65)	(65,660.00)	-	(65,660.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(2,438.29)	(4,848.00)	-	(4,848.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(151.53)	(267.00)	-	(267.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(4,821.17)	(9,630.00)	-	(9,630.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(96,310.19)	(181,101.00)	-	(181,101.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,162.51)	(3,855.00)	-	(3,855.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(2,534.74)	(2,750.00)	-	(2,750.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	909.00	-	909.00
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(51,443.53)	(18,427.00)	-	(18,427.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(2,895.47)	(2,060.00)	-	(2,060.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,541.04)	(443.00)	-	(443.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(107.92)	(178.00)	-	(178.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(107.92)	(363.00)	-	(363.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(215.84)	(226.00)	-	(226.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(178.00)	-	(178.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(4,601.08)	(1,362.00)	-	(1,362.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(5,427.43)	(5,712.00)	-	(5,712.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(4,212.70)	(1,339.00)	-	(1,339.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(314.13)	(113.00)	-	(113.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(20.49)	(36.00)	-	(36.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(646.31)	-	-	-
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(10,654.41)	(2,181.00)	-	(2,181.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(278.48)	(495.00)	-	(495.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(215.26)	-	-	-
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(817,679.47)	(1,626,709.00)	-	(1,626,709.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(67,904.84)	(148,000.00)	-	(148,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(43,877.11)	(24,846.00)	-	(24,846.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-55	SALARIES & BENEFITS	SALARY & WAGES	STANDBY PAY	(28,289.39)	(44,254.00)	-	(44,254.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(82.00)	-	(82.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(47,377.77)	(73,002.00)	-	(73,002.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(1,295.03)	(8,798.00)	-	(8,798.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(1,295.03)	(16,450.00)	-	(16,450.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(20,342.38)	(17,417.00)	-	(17,417.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(15,578.00)	-	(15,578.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	97,171.00	-	97,171.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(81,599.37)	(127,823.00)	-	(127,823.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(89,057.72)	(523,452.00)	-	(523,452.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(37,973.79)	(75,682.00)	-	(75,682.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(4,988.60)	(9,883.00)	-	(9,883.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(400.90)	(834.00)	-	(834.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-60	SALARIES & BENEFITS	FRINGE BENEFITS	DENTAL INSURANCE	(37.40)	-	-	-
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-65	SALARIES & BENEFITS	FRINGE BENEFITS	VISION COVERAGE	(7.49)	-	-	-
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(2,809.38)	(4,995.00)	-	(4,995.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(163,514.01)	(317,307.00)	-	(317,307.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(3,826.40)	(6,520.00)	-	(6,520.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(4,234.39)	(4,719.00)	-	(4,719.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLIZED FRINGE BENEFITS	-	49,160.00	-	49,160.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	3,926.00	-	3,926.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(1,278,971.35)	(4,248,789.00)	-	(4,248,789.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(7,809.75)	(173,886.00)	-	(173,886.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(96,738.08)	(58,735.00)	-	(58,735.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-55	SALARIES & BENEFITS	SALARY & WAGES	STANDBY PAY	(50,491.62)	(67,231.00)	-	(67,231.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(14,367.32)	(6,902.00)	-	(6,902.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(21,679.00)	-	(21,679.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(41,122.00)	-	(41,122.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(15,491.51)	(44,834.00)	-	(44,834.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(40,472.00)	-	(40,472.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-82	SALARIES & BENEFITS	SALARY & WAGES	JURY DUTY REIMBURSEMENT	15.00	15.00	-	15.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	613,479.00	-	613,479.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(97,642.08)	(319,552.00)	-	(319,552.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(142,615.76)	(1,305,976.00)	-	(1,305,976.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(40,159.94)	(149,383.00)	-	(149,383.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(7,849.23)	(25,677.00)	-	(25,677.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(926.43)	(1,368.00)	-	(1,368.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-60	SALARIES & BENEFITS	FRINGE BENEFITS	DENTAL INSURANCE	(37.40)	-	-	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-65	SALARIES & BENEFITS	FRINGE BENEFITS	VISION COVERAGE	(7.49)	-	-	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(5,748.79)	(24,600.00)	-	(24,600.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(174,107.87)	(558,201.00)	-	(558,201.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-82	SALARIES & BENEFITS	FRINGE BENEFITS	UNIFORM ALLOWANCE	480.76	-	-	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(15,501.49)	(23,250.00)	-	(23,250.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(5,683.60)	(6,900.00)	-	(6,900.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLIZED FRINGE BENEFITS	-	208,314.00	-	208,314.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	5,015.00	-	5,015.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(97,259.38)	(174,618.00)	-	(174,618.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,695.39)	(3,300.00)	-	(3,300.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(1,679.00)	-	(1,679.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(2,620.00)	-	(2,620.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(7,611.98)	(2,136.00)	-	(2,136.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(1,679.00)	-	(1,679.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(6,183.71)	(11,297.00)	-	(11,297.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(10,203.93)	(53,856.00)	-	(53,856.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(3,327.85)	(5,921.00)	-	(5,921.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(598.77)	(1,066.00)	-	(1,066.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(163.80)	(288.00)	-	(288.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(8,589.71)	(16,800.00)	-	(16,800.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(759.30)	(4,200.00)	-	(4,200.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(321,847.83)	(633,966.00)	-	(633,966.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(4,018.09)	(6,666.00)	-	(6,666.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(11,504.09)	(11,686.00)	-	(11,686.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-55	SALARIES & BENEFITS	SALARY & WAGES	STANDBY PAY	(11,415.71)	(18,887.00)	-	(18,887.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(46.00)	-	(46.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(6,890.24)	(11,780.00)	-	(11,780.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(863.35)	(4,122.00)	-	(4,122.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(863.35)	(7,630.00)	-	(7,630.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(8,177.17)	(7,043.00)	-	(7,043.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(6,082.00)	-	(6,082.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	10-90	SALARIES & BENEFITS	SALARY & WAGES	CAPITALIZED WAGES	-	35,130.00	-	35,130.00
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(28,804.78)	(47,300.00)	-	(47,300.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(33,911.36)	(199,434.00)	-	(199,434.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(12,016.88)	(29,022.00)	-	(29,022.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,966.29)	(3,859.00)	-	(3,859.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(305.82)	(530.00)	-	(530.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-60	SALARIES & BENEFITS	FRINGE BENEFITS	DENTAL INSURANCE	(37.24)	-	-	-
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-65	SALARIES & BENEFITS	FRINGE BENEFITS	VISION COVERAGE	(7.49)	-	-	-
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(1,796.18)	(3,195.00)	-	(3,195.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(60,840.25)	(114,741.00)	-	(114,741.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(3,465.85)	(5,955.00)	-	(5,955.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(1,553.10)	(1,419.00)	-	(1,419.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-90	SALARIES & BENEFITS	FRINGE BENEFITS	CAPTLIZED FRINGE BENEFITS	-	13,957.00	-	13,957.00
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	1,702.00	-	1,702.00
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(74,907.60)	(135,343.00)	-	(135,343.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(46.15)	(500.00)	-	(500.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(1,208.40)	(1,898.00)	-	(1,898.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	(2,542.56)	(165.00)	-	(165.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(816.80)	(1,246.00)	-	(1,246.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(2,622.23)	(2,217.00)	-	(2,217.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(647.51)	(1,634.00)	-	(1,634.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	(328.69)	(1,300.00)	-	(1,300.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(6,149.70)	(9,989.00)	-	(9,989.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(8,058.08)	(41,543.00)	-	(41,543.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(3,948.00)	(6,703.00)	-	(6,703.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(473.53)	(825.00)	-	(825.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(139.16)	(245.00)	-	(245.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(107.50)	(135.00)	-	(135.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(9,982.26)	(17,181.00)	-	(17,181.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(1,310.56)	(2,325.00)	-	(2,325.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(87.15)	-	-	-
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	79.00	-	79.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(37,433.12)	(72,109.00)	-	(72,109.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(2,559.16)	(213.00)	-	(213.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(701.90)	(1,176.00)	-	(1,176.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(399.96)	-	-	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(468.00)	-	(468.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(788.00)	-	(788.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(703.29)	(802.00)	-	(802.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(694.00)	-	(694.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(3,122.27)	(5,886.00)	-	(5,886.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(3,910.79)	(22,183.00)	-	(22,183.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(2,154.53)	(2,445.00)	-	(2,445.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(229.19)	(440.00)	-	(440.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(40.95)	(72.00)	-	(72.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(410.57)	(720.00)	-	(720.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(6,862.33)	(13,160.00)	-	(13,160.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(588.76)	(1,050.00)	-	(1,050.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(4,841.65)	(9,797.00)	-	(9,797.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(640.02)	(53.00)	-	(53.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(175.45)	(294.00)	-	(294.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(99.99)	-	-	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(38.00)	-	(38.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(74.00)	-	(74.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(100.00)	-	(100.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(95.00)	-	(95.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(426.06)	(810.00)	-	(810.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(516.09)	(3,055.00)	-	(3,055.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(165.27)	(333.00)	-	(333.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(29.74)	(60.00)	-	(60.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(102.73)	(180.00)	-	(180.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(1,098.21)	(2,240.00)	-	(2,240.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(28,918.69)	(56,669.00)	-	(56,669.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(1,314.94)	(266.00)	-	(266.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(444.55)	(713.00)	-	(713.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-58	SALARIES & BENEFITS	SALARY & WAGES	EDUCATION INCENTIVE BONUS	(199.98)	-	-	-
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(408.00)	-	(408.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(672.00)	-	(672.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(703.28)	(645.00)	-	(645.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(545.00)	-	(545.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(2,376.38)	(4,605.00)	-	(4,605.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(3,007.41)	(17,370.00)	-	(17,370.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(1,863.40)	(1,922.00)	-	(1,922.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(176.82)	(346.00)	-	(346.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(40.96)	(72.00)	-	(72.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(205.32)	(360.00)	-	(360.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(4,945.67)	(9,800.00)	-	(9,800.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(588.76)	(1,050.00)	-	(1,050.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(224,369.64)	(415,791.00)	-	(415,791.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(4,805.11)	(26,520.00)	-	(26,520.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(4,717.14)	(83.00)	-	(83.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-55	SALARIES & BENEFITS	SALARY & WAGES	STANDBY PAY	(16,697.50)	(23,149.00)	-	(23,149.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(53.00)	-	(53.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	(107.91)	(2,456.00)	-	(2,456.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	(107.91)	(4,303.00)	-	(4,303.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(3,698.79)	(4,486.00)	-	(4,486.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(3,939.00)	-	(3,939.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	10-80	SALARIES & BENEFITS	SALARY & WAGES	WORKERS COMP-REIMBURSEMNT	-	2,851.00	-	2,851.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(20,056.21)	(32,133.00)	-	(32,133.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(23,448.25)	(126,112.00)	-	(126,112.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(16,934.60)	(31,047.00)	-	(31,047.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,371.05)	(2,499.00)	-	(2,499.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(167.91)	(296.00)	-	(296.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(1,868.31)	(3,330.00)	-	(3,330.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(46,106.11)	(81,981.00)	-	(81,981.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(42.62)	(75.00)	-	(75.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(1,000.00)	(750.00)	-	(750.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	10.00	-	10.00
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(205,001.46)	(363,643.00)	-	(363,643.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(3,962.49)	(3,763.00)	-	(3,763.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(6,248.98)	(4,505.00)	-	(4,505.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(2,124.00)	-	(2,124.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(3,662.00)	-	(3,662.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(2,063.67)	(3,933.00)	-	(3,933.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(3,465.00)	-	(3,465.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(17,514.34)	(29,475.00)	-	(29,475.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(21,610.16)	(111,438.00)	-	(111,438.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(12,204.54)	(21,604.00)	-	(21,604.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(1,251.78)	(2,199.00)	-	(2,199.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(163.80)	(288.00)	-	(288.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(38,326.46)	(67,200.00)	-	(67,200.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(2,363.79)	(4,200.00)	-	(4,200.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	-	(218,094.00)	-	(218,094.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	-	(975.00)	-	(975.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(1,515.00)	-	(1,515.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(2,773.00)	-	(2,773.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(2,462.00)	-	(2,462.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,097.00)	-	(2,097.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	-	(16,313.00)	-	(16,313.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	-	(66,464.00)	-	(66,464.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	-	(14,709.00)	-	(14,709.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	-	(1,331.00)	-	(1,331.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	-	(216.00)	-	(216.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	-	(1,050.00)	-	(1,050.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	-	(39,441.00)	-	(39,441.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	-	(1,800.00)	-	(1,800.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	-	(500.00)	-	(500.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(360,110.40)	(689,276.00)	-	(689,276.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(24,006.83)	(8,137.00)	-	(8,137.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-51	SALARIES & BENEFITS	SALARY & WAGES	INCENTIVE PAY	(3,961.16)	-	-	-

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-56	SALARIES & BENEFITS	SALARY & WAGES	WORKING OUT OF CLASS	-	(655.00)	-	(655.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(4,068.00)	-	(4,068.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(6,998.00)	-	(6,998.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	(3,021.87)	(7,480.00)	-	(7,480.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(6,578.00)	-	(6,578.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(32,623.75)	(54,449.00)	-	(54,449.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(37,213.08)	(208,644.00)	-	(208,644.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(10,133.45)	(23,196.00)	-	(23,196.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(2,196.93)	(4,174.00)	-	(4,174.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-40	SALARIES & BENEFITS	FRINGE BENEFITS	LIFE INSURANCE	(327.60)	(576.00)	-	(576.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-70	SALARIES & BENEFITS	FRINGE BENEFITS	UTILITY CREDIT	(3,979.87)	(3,750.00)	-	(3,750.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(93,347.08)	(175,000.00)	-	(175,000.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-84	SALARIES & BENEFITS	FRINGE BENEFITS	VEHICLE ALLOWANCE	(4,727.58)	(8,400.00)	-	(8,400.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	1,305.00	-	1,305.00
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	10-10	SALARIES & BENEFITS	SALARY & WAGES	PAYROLL-REGULAR	(155,093.01)	(283,228.00)	-	(283,228.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	10-30	SALARIES & BENEFITS	SALARY & WAGES	OVERTIME	(6,533.43)	(7,625.00)	-	(7,625.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	10-70	SALARIES & BENEFITS	SALARY & WAGES	COMP TIME PAYOFF	-	(1,090.00)	-	(1,090.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	10-71	SALARIES & BENEFITS	SALARY & WAGES	VACATION PAYOFF	-	(2,125.00)	-	(2,125.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	10-72	SALARIES & BENEFITS	SALARY & WAGES	SICK LEAVE PAYOFF	-	(2,887.00)	-	(2,887.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	10-73	SALARIES & BENEFITS	SALARY & WAGES	HOLIDAY PAYOFF	-	(2,724.00)	-	(2,724.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-10	SALARIES & BENEFITS	FRINGE BENEFITS	FICA	(13,393.75)	(22,434.00)	-	(22,434.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-15	SALARIES & BENEFITS	FRINGE BENEFITS	PERS	(15,959.77)	(86,097.00)	-	(86,097.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-20	SALARIES & BENEFITS	FRINGE BENEFITS	WORKERS COMP	(12,851.28)	(23,412.00)	-	(23,412.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-30	SALARIES & BENEFITS	FRINGE BENEFITS	UNEMPLOYMENT INSURANCE	(948.55)	(1,728.00)	-	(1,728.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-80	SALARIES & BENEFITS	FRINGE BENEFITS	BENEFIT ALLOWANCE	(37,646.65)	(67,200.00)	-	(67,200.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-88	SALARIES & BENEFITS	FRINGE BENEFITS	BOOT ALLOWANCE	(1,200.00)	(1,200.00)	-	(1,200.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	15-95	SALARIES & BENEFITS	FRINGE BENEFITS	FICA REIMB-BENEFIT ALLOW	-	196.00	-	196.00
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(150.00)	(250.00)	-	(250.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(695.00)	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(500.00)	-	(500.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(210.00)	(2,220.00)	-	(2,220.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(698.40)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(3,555.70)	(10,437.00)	-	(10,437.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(16.00)	(60.00)	-	(60.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(4,527.38)	(7,000.00)	-	(7,000.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(166.08)	(600.00)	-	(600.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(1,419.27)	(4,750.00)	-	(4,750.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	30-02	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-BUILDINGS	-	(2,712.00)	-	(2,712.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(775.00)	-	(775.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	92-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	-	(2,559.00)	-	(2,559.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	33-18	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	CUSTODIAN SERVICES	-	(467.00)	-	(467.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(1,331.01)	(4,550.00)	-	(4,550.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	36-09	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	RECREATION SUPPLIES	(14.15)	(167.00)	-	(167.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	36-65	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	SENIOR PROGRAM SUPPLIES	(656.49)	(1,183.00)	-	(1,183.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(453.06)	(478.00)	-	(478.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(538.00)	(5,000.00)	(5,538.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(143.12)	(1,217.00)	1,217.00	-
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(205.00)	(1,250.00)	1,250.00	-
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	(3,085.45)	(5,000.00)	-	(5,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-17	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TREE TRIMMING SERVICE	(2,275.00)	(23,842.00)	-	(23,842.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-19	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ALARM SERVICE	(142.80)	(331.00)	-	(331.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-24	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PEST ERADICATION SERVICE	(8,611.27)	(8,710.00)	(3,290.00)	(12,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-27	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	CONTRACT EMPLOYMENT SVCS	(1,295.80)	-	(10,000.00)	(10,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(20,782.70)	(33,900.00)	-	(33,900.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	23-37	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	NPDES STORM WATER EXPENSE	-	(25,400.00)	-	(25,400.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	25-02	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	UNIFORM PURCHASE/MAINT	(6,132.10)	(7,070.00)	-	(7,070.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(447.96)	(459.00)	-	(459.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(130.00)	-	(130.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(3,238.61)	(533.00)	(4,467.00)	(5,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	26-02	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TRAFFIC SIGNAL ELECTRIC	(13,857.66)	(19,438.00)	-	(19,438.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	26-03	STREET LIGHTING	STREET LIGHTING POWER	STREET LIGHTING POWER	-	(336,000.00)	-	(336,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(2,273.60)	(3,579.00)	-	(3,579.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	26-06	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	NATURAL GAS SERVICE	(461.81)	(642.00)	-	(642.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC-REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	(2,472.78)	(2,530.00)	-	(2,530.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	30-09	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-TRFFC SIGN	(4,980.97)	(36,102.00)	-	(36,102.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	30-13	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SIDEWALKS	(480.69)	(1,885.00)	-	(1,885.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	30-15	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-OTHER	(1,995.84)	(4,548.00)	-	(4,548.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	30-18	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-STORM DRAI	-	(10,000.00)	-	(10,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	32-06	SUPPLIES & SERVICES	CONTRACT SVC-RENTAL	LEASE / LEASE/PURCHASE PAYMENTS	(47,622.10)	(70,000.00)	-	(70,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	PROFESSIONAL SERVICES	(85,067.37)	(123,945.00)	1,334.00	(122,611.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(5,604.42)	(7,650.00)	-	(7,650.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	36-57	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	HERBICIDES/WEED CONTROL	-	(3,200.00)	-	(3,200.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	38-54	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	GRAFFITI PAINT	(1,896.31)	(1,963.00)	-	(1,963.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	38-58	SUPPLIES & SERVICES	SUPPLIES-TECHNICAL SPLS	BITUMINOUS MATERIALS	(1,439.88)	(1,500.00)	-	(1,500.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	40-05	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PROGRM / CLAIMS & DAMAGES	(1,250.00)	-	-	-
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(31,700.00)	31,700.00	-
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	89-54	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	STREET & TRAFFIC SIGNS	(10,575.58)	(23,002.00)	-	(23,002.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	-	(13,200.00)	-	(13,200.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	(138.41)	(1,162.00)	-	(1,162.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	23-29	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	LANDSCAPE MAINTENANCE	(35,152.43)	(123,413.00)	123,413.00	-
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	23-33	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	COMPUTER SERVICES	-	(1,287.00)	-	(1,287.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	26-01	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	UTILITIES-BANNING	(26,183.69)	(149,000.00)	49,000.00	(100,000.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	30-01	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-GRNDS/FIEL	-	(7,725.00)	-	(7,725.00)
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	41-13	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / JOINT AGENCY ASSESSMENT	(3,300.00)	(3,000.00)	-	(3,000.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	361.41-24	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / SALE OF SURPLUS PROPERT	31,000.00	-	-	-
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	361.41-31	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / COST-SHRE REIMB-TLMA&BM	758.17	7,463.00	-	7,463.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	361.41-53	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / RESTITUTION/SUBROGATION	-	5,946.00	-	5,946.00
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	90,026.00	(90,026.00)	-
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Revenue	361.41-62	MISCELLANEOUS INCOME	MISCELLANEOUS	SPC PRGRMS / HBI SUBORDINATION FEE	-	16,524.00	(16,524.00)	-
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	25,786.00	(25,786.00)	-
800 - SUCCESSOR AGENCY FUNDS	841	BEA LOW/MOD CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	128.00	(128.00)	-
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	23-01	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	ADVERTISING/PUBLISHING	-	(832.00)	-	(832.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	33-12	SUPPLIES & SERVICES	CONTRACT SVC-PROFESSIONAL	AUDIT SERVICES	-	(4,325.00)	-	(4,325.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	41-65	SUPPLIES & SERVICES	SPECIAL PROGRAMS	SPC PRGRMS / LOW/MOD HOUSING PROGRAM	-	(9,286.00)	-	(9,286.00)
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	301.10-01	TAXES	PROPERTY TAXES	PROPERTY TAXES-CURRENT	1,930,936.51	3,756,169.00	-	3,756,169.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	301.10-03	TAXES	PROPERTY TAXES	PROP TX-SUPPLEMENTAL ROLL	95,051.31	82,000.00	18,940.00	100,940.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	301.10-07	TAXES	PROPERTY TAXES	PROPERTY TAX ADMIN CHARGE	-	(28,969.00)	-	(28,969.00)
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	301.10-09	TAXES	PROPERTY TAXES	PROP TX-CURRENT UNSECURED	171,000.63	120,995.00	45,005.00	166,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	301.10-10	TAXES	PROPERTY TAXES	PROPERTY TAX BACKFILL	1,950,352.00	3,698,941.00	998.00	3,699,939.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	302.11-01	TAXES	SALES & USE TAXES	SALES & USE TAXES	1,469,043.89	3,820,360.00	-	3,820,360.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	302.11-03	TAXES	SALES & USE TAXES	SALES TAX SHARING AGREEMT	(162,399.16)	(300,000.00)	(40,000.00)	(340,000.00)
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	302.11-06	TAXES	SALES & USE TAXES	CABAZON OUTLET	351,198.95	720,000.00	-	720,000.00

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	302.11-09	TAXES	SALES & USE TAXES	CANNABIS	33,875.00	1,580,000.00	(150,000.00)	1,430,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.12-03	TAXES	TRANSIENT OCCUPANCY	BED TAX - TOT TAX	232,060.81	1,370,000.00	(120,000.00)	1,250,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.12-04	TAXES	FRANCHISE TAXES	FRANCHISE TAX	-	165,000.00	(10,000.00)	155,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.12-05	TAXES	FRANCHISE TAXES	DIRECT FRANCHISE REVENUE	-	100,000.00	(50,000.00)	50,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.12-07	TAXES	BUSINESS LICENSE	BUSINESS LICENSE TAX	82,010.52	190,000.00	-	190,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.12-08	TAXES	OTHER TAXES	PROPERTY TRANSFER TAX	107,022.01	300,000.00	-	300,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.12-11	TAXES	FRANCHISE TAXES	FRANCHISE FEE - CTV	131,354.71	300,000.00	(30,000.00)	270,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	306.13-00	TAXES	OTHER TAXES	MINING TAX	162,580.00	350,000.00	(35,000.00)	315,000.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	302.11-04	TAXES	SALES & USE TAXES	PUBLIC SAFETY SALES TAX	100,501.18	257,935.00	(12,000.00)	245,935.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	306.12-10	TAXES	OTHER TAXES	FRANCHISE FEE-TOWING SVC	9,522.00	30,000.00	-	30,000.00
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Revenue	302.11-04	TAXES	SALES & USE TAXES	PUBLIC SAFETY SALES TAX	100,501.14	257,936.00	(12,000.00)	245,936.00
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	306.15-08	TAXES	OTHER TAXES	WEED ABATEMENT FEE-TX ROL	-	32,000.00	(32,000.00)	-
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Revenue	306.15-09	TAXES	OTHER TAXES	PROPTY ABATEMENT FEE-TX R	9,900.00	45,000.00	(45,000.00)	-
100 - SPECIAL REVENUE FUNDS	101	MEASURE A STREET FUND	4900	GAS TAX	STREET	Revenue	302.11-02	TAXES	SALES & USE TAXES	MEASURE A SALES TAX	351,961.94	874,000.00	100,000.00	974,000.00
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Revenue	306.15-01	TAXES	OTHER TAXES	SPECIAL BENEFIT ASSMT	76,294.94	149,543.00	-	149,543.00
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Revenue	306.15-01	TAXES	OTHER TAXES	SPECIAL BENEFIT ASSMT	99,451.53	199,516.00	-	199,516.00
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Revenue	306.15-05	TAXES	OTHER TAXES	TAX ASSMT SERVICE CHARGE	-	(149.00)	-	(149.00)
800 - SUCCESSOR AGENCY FUNDS	805	REDEVELOPMENT OBLIGATION RETIREMENT FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Revenue	301.10-01	TAXES	PROPERTY TAXES	PROPERTY TAXES-CURRENT	552,946.00	2,558,019.00	150,000.00	2,708,019.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	371.50-08	TRANSFERS IN	INTERNAL SERVICE REVENUES	ADMIN SUPRT-AREA POL CO	-	2,000.00	-	2,000.00
001 - GENERAL FUND	001	GENERAL FUND	0001	GENERAL	GENERAL	Revenue	381.57-01	TRANSFERS IN	INTERFUND TRANSFERS	LEASE PAYMENTS	-	651,000.00	-	651,000.00
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Revenue	374.51-10	TRANSFERS IN	INTERNAL SERVICE REVENUES	CITY COUNCIL-OTHER FUNDS	74,303.52	88,793.00	59,814.00	148,607.00
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Revenue	374.51-15	TRANSFERS IN	INTERNAL SERVICE REVENUES	CITY COUNCIL-GENERAL FUND	137.26	-	275.00	275.00
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Revenue	374.51-20	TRANSFERS IN	INTERNAL SERVICE REVENUES	CITY MGR-OTHER FUNDS	244,600.46	376,359.00	112,842.00	489,201.00
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	276.00	276.00
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	40,000.00	480,088.00	520,088.00
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Revenue	374.51-33	TRANSFERS IN	INTERNAL SERVICE REVENUES	PERSONNEL-OTHER FUNDS	156,254.82	173,124.00	139,386.00	312,510.00
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Revenue	374.51-40	TRANSFERS IN	INTERNAL SERVICE REVENUES	CITY CLERK-OTHER FUNDS	46,944.84	57,331.00	36,559.00	93,890.00
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Revenue	374.51-62	TRANSFERS IN	INTERNAL SERVICE REVENUES	FINANCIAL SVC-OTHER FUN	591,048.74	948,840.00	233,257.00	1,182,097.00
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Revenue	374.51-42	TRANSFERS IN	INTERNAL SERVICE REVENUES	PURCH SVC-OTHER FUNDS	180,789.66	361,425.00	154.00	361,579.00
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	122,984.00	1,047,400.00	1,170,384.00
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	1,527.00	1,527.00
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Revenue	374.51-52	TRANSFERS IN	INTERNAL SERVICE REVENUES	BUILDING MAINT-OTHER FUNDS	-	253,259.00	(253,259.00)	-
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	265.00	265.00
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Revenue	374.51-45	TRANSFERS IN	INTERNAL SERVICE REVENUES	CENTRAL SVCS-OTHER FUNDS	-	579,784.00	-	579,784.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	381.55-01	TRANSFERS IN	INTERFUND TRANSFERS	TRANSFER-GENERAL FUND	-	336,000.00	-	336,000.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	42,176.00	(41,964.00)	212.00
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Revenue	381.56-68	TRANSFERS IN	INTERFUND TRANSFERS	TRANSFER-REFUSE FUND	-	610,000.00	-	610,000.00
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Revenue	381.55-01	TRANSFERS IN	INTERFUND TRANSFERS	TRANSFER-GENERAL FUND	-	1,500.00	-	1,500.00
400 - CAPITAL IMPROVEMENT FUNDS	430	GENERAL FACILITIES FUND	2900	GENERAL FACILITIES	GENERAL FACILITIES	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	84,248.00	84,248.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	74.00	74.00
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Revenue	381.55-01	TRANSFERS IN	INTERFUND TRANSFERS	TRANSFER-GENERAL FUND	-	60,000.00	-	60,000.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	1,425,000.00	(1,388,698.00)	36,302.00
660 - WATER ENTERPRISE	669	BUA WATER DEBT SERVICE FUND	6300	WATER	WATER OPERATIONS	Revenue	381.56-53	TRANSFERS IN	INTERFUND TRANSFERS	TRNSFR-WATER FUND	-	1,991,263.00	-	1,991,263.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	381.56-04	TRANSFERS IN	INTERFUND TRANSFERS	TRNSFR-GAS TAX STREET FD	-	-	350,000.00	350,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Revenue	381.56-61	TRANSFERS IN	INTERFUND TRANSFERS	TRNSFR-ELECTRIC IMPROV FD	-	-	4,400,000.00	4,400,000.00
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7010	ELECTRIC	GENERATION & TRANSMISSION	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	10,000.00	10,000.00
670 - ELECTRIC ENTERPRISE	678	ELECTRIC REVENUE BOND DEBT SERVICE FUND	7000	ELECTRIC	ELECTRIC	Revenue	381.56-59	TRANSFERS IN	INTERFUND TRANSFERS	TRANSFER-ELECTRIC FUND	-	2,426,619.00	-	2,426,619.00
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	700,000.00	(699,483.00)	517.00
680 - WASTEWATER ENTERPRISE	689	BUA WASTEWATER DEBT SERVICE FUND	8000	WASTEWATER	WASTEWATER UTILITY	Revenue	381.56-64	TRANSFERS IN	INTERFUND TRANSFERS	TRANSFER-WASTEWATER FUND	-	290,920.00	-	290,920.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Revenue	374.51-11	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	LIAB/PROP INS-GENERAL F	179,190.26	274,574.00	83,807.00	358,381.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Revenue	374.51-12	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	LIAB/PROP INS-OTHER FUN	773,330.60	852,691.00	693,970.00	1,546,661.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5300	CITY ATTORNEY - ISF	CITY ATTORNEY	Revenue	374.51-91	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	LEGAL SERVICES - GEN'L	366,707.10	329,812.00	403,602.00	733,414.00
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5300	CITY ATTORNEY - ISF	CITY ATTORNEY	Revenue	374.51-92	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	LEGAL SERVICES - OTHER	88,152.40	70,174.00	106,131.00	176,305.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	374.51-31	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	FLEET MAINT SVC-GEN FUN	176,902.30	380,203.00	(26,398.00)	353,805.00
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Revenue	374.51-32	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	FLEET MAINTSVC-OTHER FU	988,772.08	1,137,378.00	840,166.00	1,977,544.00
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Revenue	374.51-71	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	COMPUTER SVC-GENERAL FU	-	320,069.00	459,376.00	779,445.00
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Revenue	374.51-72	SALES AND SERVICE CHARGES	INTERNAL SERVICE FUNDS	COMPUTER SVC-OTHER FUND	338,378.64	301,658.00	375,099.00	676,757.00
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Revenue	381.56-22	TRANSFERS IN	INTERFUND TRANSFERS	(222) ARPA FUND	-	-	405,600.00	405,600.00
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Revenue	374.51-52	TRANSFERS IN	INTERNAL SERVICE REVENUES	BUILDING MAINT-OTHER FUNDS	180,490.36	-	360,981.00	360,981.00
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Revenue	374.51-53	TRANSFERS IN	INTERNAL SERVICE REVENUES	BUILDING MAINT-GENERAL FUND	256,250.58	-	512,501.00	512,501.00
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Revenue	374.51-45	TRANSFERS IN	INTERNAL SERVICE REVENUES	CENTRAL SVCS OTHER FUNDS	464,302.66	-	928,605.00	928,605.00
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Revenue	374.51-50	TRANSFERS IN	INTERNAL SERVICE REVENUES	CENTRAL SVCS-GENERAL FUND	312,739.46	-	625,479.00	625,479.00
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(4,515.62)	-	(9,031.00)	(9,031.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(5,662.66)	-	(11,325.00)	(11,325.00)
001 - GENERAL FUND	001	GENERAL FUND	1000	CITY COUNCIL	CITY COUNCIL	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(13,078.38)	-	(26,157.00)	(26,157.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(3,612.50)	-	(7,225.00)	(7,225.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(4,439.12)	-	(8,878.00)	(8,878.00)
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(17,965.96)	-	(35,932.00)	(35,932.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(985.94)	-	(1,972.00)	(1,972.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(3,125.26)	-	(6,251.00)	(6,251.00)
001 - GENERAL FUND	001	GENERAL FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(4,919.22)	-	(35,380.00)	(35,380.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(2,709.38)	-	(5,419.00)	(5,419.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(4,879.74)	-	(9,759.00)	(9,759.00)
001 - GENERAL FUND	001	GENERAL FUND	1300	PERSONNEL	PERSONNEL	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(10,502.40)	-	-	-
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(1,806.26)	-	(3,613.00)	(3,613.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(2,555.52)	-	(5,111.00)	(5,111.00)
001 - GENERAL FUND	001	GENERAL FUND	1400	CITY CLERK	CITY CLERK	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(4,102.62)	-	(8,205.00)	(8,205.00)
001 - GENERAL FUND	001	GENERAL FUND	1500	ELECTIONS	ELECTIONS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(211.70)	-	(423.00)	(423.00)
001 - GENERAL FUND	001	GENERAL FUND	1800	CITY ATTORNEY	CITY ATTORNEY	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(366,707.10)	(329,812.00)	(403,602.00)	(733,414.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(9,031.26)	-	(18,063.00)	(18,063.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(15,626.34)	-	(31,253.00)	(31,253.00)
001 - GENERAL FUND	001	GENERAL FUND	1900	FINANCE	FISCAL SERVICES	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(28,215.26)	-	(56,431.00)	(56,431.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(2,709.38)	-	(5,419.00)	(5,419.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(4,199.10)	-	(8,398.00)	(8,398.00)
001 - GENERAL FUND	001	GENERAL FUND	1910	FINANCE	PURCHASING	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(10,236.48)	-	(20,473.00)	(20,473.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(985.94)	-	(1,971.00)	(1,971.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(2,033.00)	-	(4,066.00)	(4,066.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	-	-	(1,709.00)	(1,709.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(93,254.16)	-	(186,508.00)	(186,508.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(143,448.16)	(344,949.00)	58,053.00	(286,896.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(99,768.40)	-	(199,537.00)	(199,537.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(136,311.24)	-	(272,623.00)	(272,623.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	56-17	TRANSFERS OUT	INTERFUND TRANSFERS	TRSFR-POLICE VOLUNTEER FD	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2210	POLICE	DISPATCH	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(17,974.90)	-	(35,950.00)	(35,950.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(4,379.84)	-	(8,760.00)	(8,760.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(1,465.52)	-	(2,931.00)	(2,931.00)
001 - GENERAL FUND	001	GENERAL FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(4,184.16)	-	(8,368.00)	(8,368.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(33,096.44)	-	(66,193.00)	(66,193.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	-	(2,776.00)	2,776.00	-
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(17,051.10)	-	(34,102.00)	(34,102.00)
001 - GENERAL FUND	001	GENERAL FUND	2400	FIRE	FIRE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(2,902.14)	-	(5,804.00)	(5,804.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(2,957.84)	-	(5,916.00)	(5,916.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(1,103.34)	(5,960.00)	3,754.00	(2,206.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(12,107.16)	-	(24,214.00)	(24,214.00)
001 - GENERAL FUND	001	GENERAL FUND	2700	BUILDING SAFETY	BUILDING SAFETY	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(19,279.90)	-	(38,560.00)	(38,560.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(4,379.84)	-	(8,760.00)	(8,760.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(7,015.68)	-	(14,031.00)	(14,031.00)
001 - GENERAL FUND	001	GENERAL FUND	2740	BUILDING SAFETY	CODE ENFORCEMENT	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(9,133.76)	-	(18,268.00)	(18,268.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(2,957.84)	-	(5,916.00)	(5,916.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(10,379.08)	-	(20,758.00)	(20,758.00)
001 - GENERAL FUND	001	GENERAL FUND	2800	PLANNING	PLANNING	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(30,212.30)	-	(60,425.00)	(60,425.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(6,901.64)	-	(13,803.00)	(13,803.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	-	(3,790.00)	3,790.00	-
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(21,087.02)	-	(42,174.00)	(42,174.00)
001 - GENERAL FUND	001	GENERAL FUND	3000	ENGINEERING	ENGINEERING	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(49,710.66)	-	(99,421.00)	(99,421.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(32,350.78)	(22,728.00)	(41,974.00)	(64,702.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(12,967.66)	-	(25,935.00)	(25,935.00)
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(6,837.48)	-	(13,675.00)	(13,675.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(42,798.74)	-	(85,597.00)	(85,597.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(25,052.68)	-	(50,105.00)	(50,105.00)
001 - GENERAL FUND	001	GENERAL FUND	4000	RECREATION	RECREATION	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(27,650.10)	-	(55,300.00)	(55,300.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(19,388.90)	-	(38,778.00)	(38,778.00)
001 - GENERAL FUND	001	GENERAL FUND	4010	RECREATION	AQUATICS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(35,726.44)	-	(71,453.00)	(71,453.00)
001 - GENERAL FUND	001	GENERAL FUND	4020	RECREATION	DAY CARE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(278.24)	-	(556.00)	(556.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(18,924.36)	-	(37,849.00)	(37,849.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(8,643.64)	-	(17,287.00)	(17,287.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(1,709.38)	-	(3,419.00)	(3,419.00)
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	-	(274,574.00)	274,574.00	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	-	(320,069.00)	320,069.00	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	56-04	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-GAS TAX STREET FD	-	(164,325.00)	164,325.00	-
001 - GENERAL FUND	001	GENERAL FUND	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	56-51	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-TRANSIT FUND	-	(60,000.00)	60,000.00	-
001 - GENERAL FUND	001	GENERAL FUND	5400	COMMUNITY ENHANCEMENT	COMMUNITY ENHANCEMENT	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(489.52)	-	(979.00)	(979.00)
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(219.38)	(1,580.00)	1,141.00	(439.00)
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(1,903.08)	(2,793.00)	(1,013.00)	(3,806.00)
001 - GENERAL FUND	002	DEVELOPER DEPOSIT FUND	2800	PLANNING	PLANNING	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(4,186.12)	(3,760.00)	(4,612.00)	(8,372.00)
001 - GENERAL FUND	005	ADMIN ALLOWANCE FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(130.80)	(112.00)	(150.00)	(262.00)
001 - GENERAL FUND	005	ADMIN ALLOWANCE FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(72.20)	(76.00)	(68.00)	(144.00)
001 - GENERAL FUND	005	ADMIN ALLOWANCE FUND	1210	ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPMENT	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(178.22)	(200.00)	(156.00)	(356.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(14,204.98)	(15,655.00)	(12,755.00)	(28,410.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(32,446.14)	(45,093.00)	(19,799.00)	(64,892.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(188,241.72)	(284,369.00)	(92,114.00)	(376,483.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(5,692.06)	(25,385.00)	14,081.00	(11,304.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(74,867.56)	(220,531.00)	70,796.00	(149,735.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(42,277.28)	(57,653.00)	(26,902.00)	(84,555.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(17,802.34)	(24,774.00)	(10,831.00)	(35,605.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(9,530.74)	(4,684.00)	(14,377.00)	(19,061.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	56-59	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-ELECTRIC FUND	-	-	(350,000.00)	(350,000.00)
100 - SPECIAL REVENUE FUNDS	101	MEASURE A STREET FUND	4900	GAS TAX	STREET	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(7,900.68)	(28,059.00)	12,258.00	(15,801.00)
100 - SPECIAL REVENUE FUNDS	101	MEASURE A STREET FUND	4900	GAS TAX	STREET	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	-	(9,212.00)	9,212.00	-
100 - SPECIAL REVENUE FUNDS	101	MEASURE A STREET FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(555.68)	(4,653.00)	3,542.00	(1,111.00)
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	4904	GAS TAX	GAS TAX RMRA (SB1)	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(3,204.36)	(5,746.00)	(663.00)	(6,409.00)
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	4904	GAS TAX	GAS TAX RMRA (SB1)	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	-	(3,487.00)	3,487.00	-
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	4904	GAS TAX	GAS TAX RMRA (SB1)	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(154.72)	(1,709.00)	1,400.00	(309.00)
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	4904	GAS TAX	GAS TAX RMRA (SB1)	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	-	(8,540.00)	8,540.00	-
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(912.30)	(5,060.00)	3,235.00	(1,825.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(80.82)	(985.00)	823.00	(162.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(508.80)	(872.00)	(146.00)	(1,018.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(2,029.28)	(2,149.00)	(1,910.00)	(4,059.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	-	(1,120.00)	1,120.00	-
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(81.40)	(111.00)	(52.00)	(163.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(650.82)	(2,567.00)	1,265.00	(1,302.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(6,269.26)	(10,401.00)	(2,138.00)	(12,539.00)
100 - SPECIAL REVENUE FUNDS	111	LANDSCAPE MAINTENANCE FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(3,278.38)	(3,293.00)	(3,264.00)	(6,557.00)
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(24.24)	(28.00)	(20.00)	(48.00)
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(149.50)	(174.00)	(125.00)	(299.00)
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	56-09	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-TRAFFIC SAFETY FND	-	-	2.00	2.00
100 - SPECIAL REVENUE FUNDS	150	STATE PARK BOND ACT FUND	3600	PARKS	PARKS	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(14.26)	(89.00)	60.00	(29.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(245.74)	-	(491.00)	(491.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(110.76)	(18.00)	(204.00)	(222.00)
100 - SPECIAL REVENUE FUNDS	200	SPECIAL DONATION FUND	9100	SPECIAL DONATIONS	SPECIAL DONATIONS	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(296.48)	(267.00)	(326.00)	(593.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(125.12)	(258.00)	8.00	(250.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(67.68)	(14.00)	(121.00)	(135.00)
100 - SPECIAL REVENUE FUNDS	201	SENIOR CENTER ACTIVITIES FUND	4050	RECREATION	SENIOR CENTER	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(300.86)	(485.00)	(117.00)	(602.00)
100 - SPECIAL REVENUE FUNDS	202	ANIMAL CONTROL RESERVE FUND	2300	ANIMAL CONTROL	ANIMAL CONTROL	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(14.26)	-	(29.00)	(29.00)
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	-	(136.00)	136.00	-
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(6.36)	-	(13.00)	(13.00)
100 - SPECIAL REVENUE FUNDS	203	POLICE VOLUNTEER FUND	2200	POLICE	POLICE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(93.32)	(155.00)	(32.00)	(187.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	55-01	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-GENERAL FUND	-	(162,984.00)	(1,058,896.00)	(1,221,880.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-04	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-GAS TAX STREET FD	-	-	(212.00)	(212.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-27	TRANSFERS OUT	INTERFUND TRANSFERS	GENERAL FACILITIES FUND	-	-	(84,248.00)	(84,248.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-50	TRANSFERS OUT	INTERFUND TRANSFERS	BUA WTR CAP PROJ FUND	-	-	(74.00)	(74.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-53	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-WATER FUND-DEBT	-	-	(36,302.00)	(36,302.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-59	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-ELECTRIC FUND	-	-	(10,000.00)	(10,000.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-64	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-WASTEWATER	-	-	(517.00)	(517.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	56-78	TRANSFERS OUT	INTERFUND TRANSFERS	INFORMATION SYSTEM FUND	-	-	(405,600.00)	(405,600.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(145.56)	(783.00)	492.00	(291.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(33.68)	(3,161.00)	3,094.00	(67.00)
300 - FIDUCIARY FUNDS	375	FAIR OAKS AD #2004-1 DEBT FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(895.96)	(3,159.00)	1,367.00	(1,792.00)
400 - CAPITAL IMPROVEMENT FUNDS	400	POLICE FACILITIES DVLP FUND	2200	POLICE	POLICE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(96.94)	(150.00)	(44.00)	(194.00)
400 - CAPITAL IMPROVEMENT FUNDS	410	FIRE FACILITIES DEVELOPMENT FUND	2400	FIRE	FIRE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(105.48)	(150.00)	(61.00)	(211.00)
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(71.16)	(4,497.00)	4,355.00	(142.00)
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(8.68)	(2,288.00)	2,271.00	(17.00)
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(267.94)	(1,319.00)	783.00	(536.00)
400 - CAPITAL IMPROVEMENT FUNDS	430	GENERAL FACILITIES FUND	2900	GENERAL FACILITIES	GENERAL FACILITIES	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(99.78)	(184.00)	(16.00)	(200.00)
400 - CAPITAL IMPROVEMENT FUNDS	444	WILSON MEDIAN FUND	4900	GAS TAX	STREET	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(68.42)	(127.00)	(10.00)	(137.00)
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	-	(662.00)	662.00	-
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(202.02)	(7.00)	(397.00)	(404.00)
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(237.54)	(219.00)	(256.00)	(475.00)
400 - CAPITAL IMPROVEMENT FUNDS	470	CAPITAL IMPROVEMENT FUND	6900	GENERAL CONSTRUCTION	GENERAL CONSTRUCTION	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	-	(399.00)	399.00	-
400 - CAPITAL IMPROVEMENT FUNDS	470	CAPITAL IMPROVEMENT FUND	6900	GENERAL CONSTRUCTION	GENERAL CONSTRUCTION	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(44.20)	(109.00)	21.00	(88.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(5,073.20)	(5,525.00)	(4,621.00)	(10,146.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(382.60)	(73.00)	(692.00)	(765.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MAINT	(4,749.04)	(6,512.00)	(2,986.00)	(9,498.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(4,142.56)	(6,258.00)	(2,027.00)	(8,285.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(2,920.48)	(942.00)	(4,899.00)	(5,841.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(13,738.78)	(19,635.00)	(7,843.00)	(27,478.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(7,033.58)	(5,789.00)	(8,278.00)	(14,067.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(2,902.14)	(2,135.00)	(3,669.00)	(5,804.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(18,263.54)	(18,417.00)	(18,110.00)	(36,527.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(19,643.18)	(29,903.00)	(9,383.00)	(39,286.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(48,993.20)	(74,012.00)	(23,974.00)	(97,986.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(2,053.92)	(5,475.00)	1,367.00	(4,108.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(643,816.64)	(424,576.00)	(863,057.00)	(1,287,633.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(56,584.02)	(61,604.00)	(51,564.00)	(113,168.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(15,198.68)	(30,725.00)	328.00	(30,397.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(22,182.74)	(22,435.00)	(21,930.00)	(44,365.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(3,043.92)	(3,070.00)	(3,018.00)	(6,088.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(9,332.36)	(14,098.00)	(4,567.00)	(18,665.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(1,056.66)	(1,335.00)	(778.00)	(2,113.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(110,132.84)	(96,012.00)	(124,254.00)	(220,266.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(6,992.32)	(8,829.00)	(5,156.00)	(13,985.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(3,047.28)	(2,015.00)	(4,080.00)	(6,095.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(1,709.38)	(2,397.00)	(1,022.00)	(3,419.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(24,351.40)	(29,161.00)	(19,542.00)	(48,703.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(8,475.74)	(4,635.00)	(12,316.00)	(16,951.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(12,703.74)	(19,700.00)	(5,707.00)	(25,407.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(50,492.54)	(76,277.00)	(24,708.00)	(100,985.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(25,845.90)	(77,894.00)	26,202.00	(51,692.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(54,452.30)	(154,952.00)	46,047.00	(108,905.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(126,813.42)	(165,184.00)	(88,443.00)	(253,627.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-75	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-BILL/COLL	(558,951.44)	(475,147.00)	(83,804.00)	(558,951.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-76	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-MTR READ SV	(296,683.32)	(262,120.00)	(34,563.00)	(296,683.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(115,436.00)	(168,539.00)	(62,333.00)	(230,872.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(44,356.90)	(50,848.00)	(37,866.00)	(88,714.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	56-54	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-WATER CAP FAC FUND	-	(930,020.00)	-	(930,020.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	56-62	TRANSFERS OUT	INTERFUND TRANSFERS	TRSF - BUA WATER DEBT SVC	-	(1,991,263.00)	-	(1,991,263.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	57-01	TRANSFERS OUT	INTERFUND TRANSFERS	LEASE PAYMENT	-	(470,000.00)	-	(470,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(31,453.90)	(38,063.00)	(24,845.00)	(62,908.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(11,092.14)	(22,240.00)	56.00	(22,184.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(70,452.96)	(98,048.00)	(42,858.00)	(140,906.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(227,702.64)	(343,981.00)	(111,424.00)	(455,405.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(57,765.86)	(72,327.00)	(43,205.00)	(115,532.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(61,447.06)	(138,393.00)	15,499.00	(122,894.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(321,149.50)	(421,222.00)	(223,077.00)	(644,299.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-75	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-BILL/COLL	(943,784.36)	(797,555.00)	(146,229.00)	(943,784.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-76	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-MTR READ SV	(352,148.44)	(317,149.00)	(34,999.00)	(352,148.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(224,160.02)	(393,538.00)	(54,782.00)	(448,320.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(137,412.20)	(100,346.00)	(174,478.00)	(274,824.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	56-57	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR - ELEC IMPROV FUND	-	(1,219,179.00)	1,219,179.00	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	56-94	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSF-ELEC DBT SVC	-	(2,426,619.00)	-	(2,426,619.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	56-59	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-ELECTRIC FUND	-	-	(4,400,000.00)	(4,400,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(14,204.98)	(16,883.00)	(11,527.00)	(28,410.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(34,106.80)	(38,927.00)	(29,287.00)	(68,214.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(11,704.84)	(18,035.00)	(5,375.00)	(23,410.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(27,975.22)	(42,261.00)	(13,689.00)	(55,950.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(15,509.86)	(29,647.00)	(1,373.00)	(31,020.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(26,167.92)	(27,814.00)	(24,522.00)	(52,336.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(54,759.90)	(79,381.00)	(30,545.00)	(109,906.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-75	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-BILL/COLL	(345,584.78)	(314,815.00)	(30,770.00)	(345,585.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(56,644.76)	(92,456.00)	(20,834.00)	(113,290.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(13,232.94)	(6,151.00)	(20,315.00)	(26,466.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	56-72	TRANSFERS OUT	INTERFUND TRANSFERS	TRSF - BUA WWTR DEBT SVC	-	(290,920.00)	-	(290,920.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	57-01	TRANSFERS OUT	INTERFUND TRANSFERS	LEASE PAYMENT	-	(181,000.00)	-	(181,000.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(5,073.29)	(6,139.00)	51.00	(6,088.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(765.52)	(1,418.00)	1,418.00	-
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(7,569.54)	(11,435.00)	11,435.00	-
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(1,947.88)	(3,818.00)	3,735.00	(83.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(17,042.82)	(57,513.00)	26,775.00	(30,738.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	51-75	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-BILL/COLL	-	(4,125.00)	4,125.00	-
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(27,839.00)	(50,633.00)	40,851.00	(9,782.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(906.16)	(848.00)	848.00	-
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	56-04	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-GAS TAX STREET FD	-	(432,000.00)	-	(432,000.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(3,043.92)	(3,683.00)	(2,405.00)	(6,088.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(41.66)	(200.00)	117.00	(83.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(15,368.96)	(23,184.00)	(7,554.00)	(30,738.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5020	INSURANCE	WORKERS COMPENSATION	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(4,890.80)	(6,465.00)	(3,317.00)	(9,782.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(2,029.28)	(2,456.00)	(1,603.00)	(4,059.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(5,135.86)	(7,371.00)	(2,901.00)	(10,272.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5030	INSURANCE	UNEMPLOYMENT INSURANCE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(1,582.88)	(3,512.00)	346.00	(3,166.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(3,043.92)	(3,683.00)	(2,405.00)	(6,088.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	-	(48.00)	-	(48.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(28,793.34)	(25,996.00)	(31,591.00)	(57,587.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5040	INSURANCE	LIABILITY INSURANCE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(10,955.10)	(12,327.00)	(9,583.00)	(21,910.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5300	CITY ATTORNEY - ISF	CITY ATTORNEY	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(7,009.70)	(3,371.00)	(10,648.00)	(14,019.00)
700 - INTERNAL SERVICE FUNDS	700	RISK MANAGEMENT FUND	5300	CITY ATTORNEY - ISF	CITY ATTORNEY	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(6,293.82)	(12,327.00)	(261.00)	(12,588.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(7,102.50)	(8,595.00)	(5,610.00)	(14,205.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(10,549.56)	(10,918.00)	(10,181.00)	(21,099.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(24,715.16)	(62,538.00)	13,108.00	(49,430.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(5,149.04)	-	(10,298.00)	(10,298.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(34,263.64)	(35,073.00)	(33,454.00)	(68,527.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(32,544.02)	(52,963.00)	(12,125.00)	(65,088.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(7,729.48)	(10,316.00)	(5,143.00)	(15,459.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(2,029.28)	(2,456.00)	(1,603.00)	(4,059.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(1,800.04)	(3,108.00)	(492.00)	(3,600.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(208,880.84)	-	(417,762.00)	(417,762.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(2,410.64)	(6,257.00)	1,436.00	(4,821.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(12,764.50)	-	(25,529.00)	(25,529.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(5,879.66)	(9,196.00)	(2,563.00)	(11,759.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(18,416.02)	-	(36,832.00)	(36,832.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(6,087.84)	-	(12,176.00)	(12,176.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(1,672.74)	-	(3,345.00)	(3,345.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(9,869.68)	-	(19,739.00)	(19,739.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(3,322.18)	-	(6,644.00)	(6,644.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(20,154.92)	-	(40,310.00)	(40,310.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(16,378.04)	-	(32,756.00)	(32,756.00)
700 - INTERNAL SERVICE FUNDS	704	BUILDING MAINTENANCE	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(3,080.56)	-	(6,161.00)	(6,161.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(4,061.72)	-	(8,123.00)	(8,123.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	51-71	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-INSURANCE	(179,190.26)	-	(358,381.00)	(358,381.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(1,832.28)	-	(3,665.00)	(3,665.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(2,482.96)	-	(4,966.00)	(4,966.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(5,845.48)	-	(11,691.00)	(11,691.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(10,146.42)	(11,050.00)	(9,243.00)	(20,293.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	50-32	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTFD SVC-BLDG JANIT/MANT	(9,859.48)	(20,415.00)	696.00	(19,719.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(7,106.60)	(7,089.00)	(7,124.00)	(14,213.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(34,016.34)	(41,519.00)	(26,514.00)	(68,033.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(20,789.66)	(38,794.00)	(2,785.00)	(41,579.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3100	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(61,904.26)	(51,197.00)	(72,612.00)	(123,809.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	50-13	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PERSONNEL	(5,073.20)	(6,139.00)	(4,007.00)	(10,146.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(1,278.46)	(3,179.00)	622.00	(2,557.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	51-73	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FLEET MAINT	(9,416.56)	(50,777.00)	31,944.00	(18,833.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(15,871.10)	(21,191.00)	(10,551.00)	(31,742.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(5,390.64)	(11,151.00)	370.00	(10,781.00)
700 - INTERNAL SERVICE FUNDS	761	UTILITY BILLING ADMINISTRATION FUND	3110	UTILITY BILLING ACCOUNT & COLLECTION SERVICE	METER READING & SERVICE	Expense	51-78	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-COMPUTER	(15,015.14)	(2,397.00)	(27,633.00)	(30,030.00)
800 - SUCCESSOR AGENCY FUNDS	805	REDEVELOPMENT OBLIGATION RETIREMENT FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(37.06)	(52.00)	(22.00)	(74.00)
800 - SUCCESSOR AGENCY FUNDS	805	REDEVELOPMENT OBLIGATION RETIREMENT FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	56-86	TRANSFERS OUT	INTERFUND TRANSFERS	TRSFR MRGD AREA DEBT SERV	-	(2,295,239.00)	-	(2,295,239.00)
800 - SUCCESSOR AGENCY FUNDS	805	REDEVELOPMENT OBLIGATION RETIREMENT FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	56-87	TRANSFERS OUT	INTERFUND TRANSFERS	TRNSFR-CRA ADMIN FUND	-	(250,000.00)	-	(250,000.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(23,657.90)	-	(47,316.00)	(47,316.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(1,220.10)	(88.00)	(2,352.00)	(2,440.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(2,600.04)	(222.00)	(4,978.00)	(5,200.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(358.74)	(688.00)	(29.00)	(717.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(14.14)	(12,324.00)	12,296.00	(28.00)
800 - SUCCESSOR AGENCY FUNDS	830	SUCCESSOR AGENCY DEBT SERVICE FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(184.66)	(5,784.00)	5,415.00	(369.00)
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Expense	50-18	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-C/ATTORNEY	(10,437.20)	(3,179.00)	(17,695.00)	(20,874.00)
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Expense	51-72	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-PURCH & A/P	(5,956.54)	(15,346.00)	3,433.00	(11,913.00)
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	-	(14,270.00)	14,270.00	-
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(1,104.22)	(7,924.00)	5,716.00	(2,208.00)
800 - SUCCESSOR AGENCY FUNDS	841	BEA LOW/MOD CAPITAL PROJECTS FUND	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(22.80)	(109.00)	63.00	(46.00)
800 - SUCCESSOR AGENCY FUNDS	850	SUCCESSOR AGENCY ADMIN FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	51-74	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-ADMIN COST	(2,483.32)	-	(4,967.00)	(4,967.00)
800 - SUCCESSOR AGENCY FUNDS	850	SUCCESSOR AGENCY ADMIN FUND	9200	SUCCESSOR AGENCY	SUCCESSOR AGENCY	Expense	51-77	TRANSFERS OUT	INTERFUND SERVICE PYMTS	INTERFUND SVC-FINANCIAL	(82.68)	(251.00)	86.00	(165.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	23-02	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	PRINTING/BINDING	-	(60.00)	-	(60.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	23-03	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	DUES/SUBSCRIPTIONS	(166.83)	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	23-05	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	TRAVEL/CONFERENCES	(80.00)	(2,000.00)	-	(2,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	23-06	SUPPLIES & SERVICES	CONTRACTUAL SERVICES	STAFF TRAINING	-	(1,500.00)	-	(1,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	25-06	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	OVERTIME MEALS	(339.35)	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	25-10	SUPPLIES & SERVICES	CONTRACT SVC-EMPLOYEE SPC	VISION ALLOWANCE	-	(300.00)	-	(300.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	26-05	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	TELEPHONE SERVICE	(210.43)	(320.00)	-	(320.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	26-09	SUPPLIES & SERVICES	CONTRACTUAL SVC-UTILITIES	SATELLITE TELEVISION	(1,553.41)	(4,300.00)	-	(4,300.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	30-06	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-EQUIPMENT	-	(1,000.00)	-	(1,000.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	30-17	REPAIRS & MAINTENANCE	CONTRACT SVC REPAIR	MAINT / REPAIR/MAINT-SOFTWARE	-	(5,544.00)	-	(5,544.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	33-11	SUPPLIES & SERVICES	CONTRACT SVC PROFESSIONAL	PROFESSIONAL SERVICES	(5,725.00)	(6,500.00)	-	(6,500.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	36-00	SUPPLIES & SERVICES	DEPARTMENTAL SUPPLIES	DEPARTMENTAL SUPPLIES	(199.89)	(347.00)	-	(347.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	(659.88)	(6,258.00)	-	(6,258.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Expense	89-56	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	MACHINERY/EQUIPMENT	(4,199.39)	(3,610.00)	-	(3,610.00)
001 - GENERAL FUND	001	GENERAL FUND	2060	MEDIA	TV GOVERNMENT ACCES	Revenue	369.99-98	MISCELLANEOUS INCOME	MISCELLANEOUS	RESERVE CANCELLATIONS-OP	-	54,401.00	(54,401.00)	-
001 - GENERAL FUND	001	GENERAL FUND	1200	CITY MANAGER	CITY MANAGER	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	(17,240.00)	-	(17,240.00)	(17,240.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	90-46	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	OFF FURN/EQUIP/FIXTURES	(74,908.83)	(122,984.00)	-	(122,984.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	90-48	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER HARDWARE	(402,902.66)	(406,953.00)	-	(406,953.00)
001 - GENERAL FUND	001	GENERAL FUND	2200	POLICE	POLICE	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	(64,706.95)	(646,983.00)	230,000.00	(416,983.00)
001 - GENERAL FUND	001	GENERAL FUND	3200	BUILDING MAINTENANCE	BUILDING MAINTENANCE	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	(23,493.30)	(408,045.00)	408,045.00	-
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	90-37	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	REPPLIER PARK IMPROVEMENT	-	(70,000.00)	70,000.00	-
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	90-38	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	SYLVAN PARK IMPROVEMENTS	-	(10,000.00)	10,000.00	-
001 - GENERAL FUND	001	GENERAL FUND	3600	PARKS	PARKS	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	(22,116.94)	(132,117.00)	80,000.00	(52,117.00)
001 - GENERAL FUND	001	GENERAL FUND	4050	RECREATION	SENIOR CENTER	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	-	(95,000.00)	95,000.00	-
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	90-10	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/ENGINEERING SVC	(14,738.75)	(1,235,830.00)	1,000,000.00	(235,830.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	-	(88,912.00)	-	(88,912.00)
100 - SPECIAL REVENUE FUNDS	100	GAS TAX STREET FUND	4900	GAS TAX	STREET	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	(150,008.65)	(149,907.00)	-	(149,907.00)
100 - SPECIAL REVENUE FUNDS	101	MEASURE A STREET FUND	4900	GAS TAX	STREET	Expense	93-16	CAPITAL EXPENDITURES	CAP EXPEND-INFRASTRUCTURE	MEASURE A ST IMPROVEMEN	(1,196,967.37)	(1,857,748.00)	-	(1,857,748.00)
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	4904	GAS TAX	GAS TAX RMRA (SB1)	Expense	93-04	CAPITAL EXPENDITURES	CAP EXPEND-INFRASTRUCTURE	DESIGN STREET PROJECTS	(79,562.06)	(79,562.00)	-	(79,562.00)
100 - SPECIAL REVENUE FUNDS	102	RMRA (SB1) GAS TAX FUND	4904	GAS TAX	GAS TAX RMRA (SB1)	Expense	93-15	CAPITAL EXPENDITURES	CAP EXPEND-INFRASTRUCTURE	STREET IMPROVEMENTS	(661,320.63)	(1,503,236.00)	-	(1,503,236.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	90-30	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	ROOSEVELT WMS PARK IMPROV	-	(25,400.00)	-	(25,400.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	90-37	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	REPPLIER PARK IMPROVEMENT	(25,882.61)	(150,495.00)	-	(150,495.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	90-38	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	SYLVAN PARK IMPROVEMENTS	(3,747.14)	(331,991.00)	-	(331,991.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	90-61	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	SYLVAN PARK RESTROOM	-	(200,000.00)	-	(200,000.00)
100 - SPECIAL REVENUE FUNDS	110	CDBG FUND	5500	COMMUN. DEV. BLOCK GRANT	CDBG GRANT	Expense	90-69	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	LIONS PARK IMPROVEMENTS	(1,872.87)	(263,818.00)	-	(263,818.00)
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	-	(80,000.00)	-	(80,000.00)
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	-	16,945.00	-	16,945.00
100 - SPECIAL REVENUE FUNDS	132	AIR QUALITY IMPROVEMENT FUND	4900	GAS TAX	STREET	Expense	90-77	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	ALTERNATE FUELING SYSTEM	(14,877.00)	(60,000.00)	-	(60,000.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	89-48	SUPPLIES & SERVICES	NONCAPITALIZED ASSETS	COMPUTER HARDWARE	-	(13,904.00)	-	(13,904.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	90-49	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER SOFTWARE	(134,828.22)	(272,792.00)	-	(272,792.00)
100 - SPECIAL REVENUE FUNDS	222	ARPA-AMERICA RESCUE PLAN	0001	GENERAL	GENERAL	Expense	90-55	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	CITY HALL RENOVATION	(101,521.61)	(175,662.00)	-	(175,662.00)
400 - CAPITAL IMPROVEMENT FUNDS	420	TRAFFIC CONTROL FUND	4900	GAS TAX	STREET	Expense	90-10	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/ENGINEERING SVC	-	(500,000.00)	-	(500,000.00)
400 - CAPITAL IMPROVEMENT FUNDS	430	GENERAL FACILITIES FUND	2900	GENERAL FACILITIES	GENERAL FACILITIES	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	(164,419.87)	(160,500.00)	(7,000.00)	(167,500.00)
400 - CAPITAL IMPROVEMENT FUNDS	451	PARK DEVELOPMENT FUND	3600	PARKS	PARKS	Expense	90-69	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	LIONS PARK IMPROVEMENTS	-	(95,677.00)	-	(95,677.00)
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	90-41	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	AIRPORT RUNWAY IMPROVEMNT	-	6,830.00	-	6,830.00
600 - AIRPORT FUND	600	AIRPORT FUND	5100	AIRPORT	AIRPORT	Expense	90-42	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	TAXIWAY/APRON IMPROVEMENT	-	(135.00)	-	(135.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	(740.40)	(550,000.00)	550,000.00	-
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	90-51	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	AUTOMOTIVE EQUIPMENT	(1,776,256.20)	(2,743,017.00)	850,000.00	(1,893,017.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5800	TRANSIT	FIXED ROUTE	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	(102,200.00)	(4,317,792.00)	100,000.00	(4,217,792.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	90-49	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER SOFTWARE	-	(30,000.00)	-	(30,000.00)
610 - TRANSIT FUND	610	TRANSIT FUND	5850	TRANSIT	DIAL-A-RIDE	Expense	90-51	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	AUTOMOTIVE EQUIPMENT	(150,244.52)	(338,918.00)	-	(338,918.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	-	(20,000.00)	-	(20,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	90-22	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	FENCING IMPROVEMENTS	-	(50,000.00)	-	(50,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	90-51	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	AUTOMOTIVE EQUIPMENT	-	(150,000.00)	-	(150,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	-	(475,000.00)	-	(475,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	(266,903.55)	(266,911.00)	-	(266,911.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	90-78	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/DESIGN-CAPITAL	(18,149.24)	(452,848.00)	-	(452,848.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-08	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	WELLS/PUMPING EQUIPMENT	(165,053.63)	(3,167,527.00)	-	(3,167,527.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-09	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	RESERVOIRS	-	36,035.00	-	36,035.00
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-10	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	WATER MAINS	(35,718.40)	(673,454.00)	-	(673,454.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-11	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	WATER REG, VALVES, ETC	(217.76)	(100,000.00)	-	(100,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-18	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	HYDRANTS	-	(50,000.00)	-	(50,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-27	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	SCADDA/TELEMETRY	(14,467.00)	(100,000.00)	-	(100,000.00)
660 - WATER ENTERPRISE	660	WATER FUND	6300	WATER	WATER OPERATIONS	Expense	95-31	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	SMART METER PROJECT	(23,675.36)	(5,502.00)	-	(5,502.00)
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Expense	90-12	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING CONSTRUCTION	-	(250,000.00)	250,000.00	-
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Expense	90-78	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/DESIGN-CAPITAL	(66,682.29)	(189,300.00)	-	(189,300.00)
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Expense	95-08	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	WELLS/PUMPING EQUIPMENT	(1,609,694.48)	(3,552,755.00)	-	(3,552,755.00)
660 - WATER ENTERPRISE	661	WATER CAPITAL FACILITIES FUND	6300	WATER	WATER OPERATIONS	Expense	95-09	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	RESERVOIRS	-	(1,623.00)	-	(1,623.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	90-17	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MISC ELECTRIC IMPROVEMENT	-	(25,000.00)	-	(25,000.00)

Fund Type	Funds	Fund Description	Departments	Department Description	Division Description	Classification	Account Code	Account Category	Account Type	Account Description	Year-To-Date Actuals	Original Budget	Adjustments	Recommended
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	90-46	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	OFF FURN/EQUIP/FIXTURES	-	(20,000.00)	-	(20,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	90-49	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER SOFTWARE	(9,645.12)	-	(115,000.00)	(115,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	-	(20,000.00)	-	(20,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	95-05	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	LINE TRANSFORMERS	-	(115,435.00)	-	(115,435.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	95-06	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	SUBSTATION EQUIPMENT	(4,800.00)	-	-	-
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	95-17	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	METERS	-	(10,000.00)	-	(10,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	95-19	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	STREET LIGHTS	-	(5,000.00)	-	(5,000.00)
670 - ELECTRIC ENTERPRISE	670	ELECTRIC FUND	7000	ELECTRIC	ELECTRIC	Expense	95-23	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	SYSTEM IMPROVEMENTS-LAB	(950.00)	(22,549.00)	-	(22,549.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	90-01	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	LAND ACQUISITION	(7,500.90)	(335,971.00)	-	(335,971.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	90-15	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BUILDING IMPROVEMENTS	-	(250,000.00)	-	(250,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	90-47	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	SECURITY SYSTEMS	-	(500,000.00)	-	(500,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	(162,937.40)	(546,348.00)	-	(546,348.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	90-77	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	ALTERNATE FUELING SYSTEM	-	(50,000.00)	-	(50,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	93-77	CAPITAL EXPENDITURES	CAP EXPEND-INFRASTRUCTURE	PARDEE-ATWELL IMPROVEMN	(34,161.03)	(100,000.00)	-	(100,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	93-78	CAPITAL EXPENDITURES	CAP EXPEND-INFRASTRUCTURE	RANCHO SAN GORGONIO IMP	-	-	(100,000.00)	(100,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	95-31	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	SMART METER PROJECT	(1,824.10)	(98,515.00)	-	(98,515.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	95-32	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	MAPPING	-	(58,457.00	-	58,457.00
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-12	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	MIDWAY SUBSTATION	(377,406.57)	(3,186,448.00)	-	(3,186,448.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-18	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SUNSET SUBSTATION	-	(755,055.00)	-	(755,055.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-19	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	TRANS. VOLTAGE STUDY	-	(200,000.00)	-	(200,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-20	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SUBSTATION MODIFICATION	-	(304,954.00)	-	(304,954.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-22	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SYSTEM IMPROVEMENT/SCAD	-	-	(140,000.00)	(140,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-25	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SAN GORGONIO SUBSTATION	(511,555.30)	(1,082,776.00)	-	(1,082,776.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-26	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	CAPACITOR BANKS	-	-	(25,000.00)	(25,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-29	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	D.T. UG CONV/DIST LIGHTI	-	(125,000.00)	-	(125,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-36	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	UNDGRND UTILITY REPLCMN	-	(701,457.00)	-	(701,457.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-37	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	ELECTRC IMPRV HATHAWAY	-	(68,564.00)	-	(68,564.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-38	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	JOSHUA PALMER RELOCATIO	-	(250,000.00)	-	(250,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-39	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	69KV PLE LN RELOC I10&M	-	(50,000.00)	-	(50,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-40	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	POLE REPLACEMENTS	-	(100,560.00)	-	(100,560.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-41	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	4-12K DISTRIBUTION CNVR	(9,620.00)	(500,000.00)	-	(500,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-42	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	FIRE MITIGATION PLAN DV	-	(1,083,770.00)	-	(1,083,770.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-43	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SCADA SUBSTATION UPGRAD	-	(150,000.00)	-	(150,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-45	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	STAGECOACH SUBSTATION	-	(622,568.00)	-	(622,568.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-46	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	EV CHARGING STATIONS	-	-	(25,000.00)	(25,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-47	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	FEASIBILITY SOY/230KV SUB	(91,200.00)	(474,650.00)	-	(474,650.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-48	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	1150 E LINCOLN-SRVC CONTR	-	(50,000.00)	-	(50,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-49	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	LAWRENCE EQUIP-SRVC CONTR	-	(50,000.00)	-	(50,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-50	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	2600 E MAIN/MATERIAL	-	(550,000.00)	-	(550,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-51	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	ESTES PRO/MATERIAL	-	(400,000.00)	-	(400,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-52	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	FIRST HATHAWAY LOGISTICS	-	(350,000.00)	-	(350,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-53	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	10 E COMMERCE CENTER	-	(350,000.00)	-	(350,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-54	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SUN LAKES BLVD EXTENSION	-	(850,000.00)	-	(850,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-55	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	HARGRAVE ST GRADE SEP	-	(300,000.00)	-	(300,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-56	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	I-10 CROSSING AT HATHAWAY	-	(1,000,000.00)	-	(1,000,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-57	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	SOCAL GAS LINE EXT	-	(40,000.00)	-	(40,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-58	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	INDIAN HLTH CLINC-MORONG	-	(100,000.00)	-	(100,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-59	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	HECATE GRID BATT STORAGE	-	(50,000.00)	-	(50,000.00)
670 - ELECTRIC ENTERPRISE	673	ELECTRIC IMPROVEMENT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-60	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	DYSART PARK/STAGECOACH	(10,122.48)	(100,000.00)	-	(100,000.00)
670 - ELECTRIC ENTERPRISE	674	ELECTRIC REVENUE BOND PROJECT FUND	7000	ELECTRIC	ELECTRIC	Expense	96-33	CAPITAL EXPENDITURES	SPL UTIL CAP-SPL PROJECTS	AIRPORT SUBSTATION	-	(72.00)	-	(72.00)
670 - ELECTRIC ENTERPRISE	675	PUBLIC BENEFIT FUND	7020	ELECTRIC	PUBLIC BENEFIT PROGRAM	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	-	(112,838.00)	-	(112,838.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-10	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/ENGINEERING SVC	(215,506.20)	(151,687.00)	-	(151,687.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-22	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	FENCING IMPROVEMENTS	-	(40,000.00)	-	(40,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-48	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER HARDWARE	-	(15,000.00)	-	(15,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-49	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER SOFTWARE	(325.03)	(10,000.00)	-	(10,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	-	(96,000.00)	-	(96,000.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	-	11,407.00	-	11,407.00
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	95-12	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	TREATMENT PLANT IMPROV	(1,168.75)	(1,915,500.00)	1,500,000.00	(415,500.00)
680 - WASTEWATER ENTERPRISE	680	WASTEWATER FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	95-14	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	SEWER MAINS & COLL SYST	-	(750,000.00)	750,000.00	-
680 - WASTEWATER ENTERPRISE	681	WASTEWATER CAPITAL FACILITY FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-78	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/DESIGN-CAPITAL	-	(138,500.00)	-	(138,500.00)
680 - WASTEWATER ENTERPRISE	681	WASTEWATER CAPITAL FACILITY FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	95-12	CAPITAL EXPENDITURES	SPECIAL UTILITY CAP ITEMS	TREATMENT PLANT IMPROV	-	(1,986,430.00)	1,100,000.00	(886,430.00)
680 - WASTEWATER ENTERPRISE	683	BUA WASTEWATER CAPITAL PROJECT FUND	8000	WASTEWATER	WASTEWATER UTILITY	Expense	90-78	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PLANNING/DESIGN-CAPITAL	-	(3,933.00)	-	(3,933.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	90-22	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	FENCING IMPROVEMENTS	-	(50,000.00)	-	(50,000.00)
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	90-52	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	VEHICLES	(773.92)	-	-	-
690 - REFUSE FUND	690	REFUSE FUND	9600	REFUSE	REFUSE	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	(120,652.84)	(207,472.00)	-	(207,472.00)
700 - INTERNAL SERVICE FUNDS	702	FLEET MAINTENANCE FUND	3800	FLEET MAINTENANCE	FLEET MAINTENANCE	Expense	90-56	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	MACHINERY/EQUIPMENT	-	(100,000.00)	-	(100,000.00)
700 - INTERNAL SERVICE FUNDS	703	INFORMATION SYSTEMS SERVICE FUND	3700	INFORMATION SYSTEMS SERVICES	INFORMATION SYSTEMS SERVICES	Expense	90-48	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER HARDWARE	(520,032.88)	(887,519.00)	-	(887,519.00)
700 - INTERNAL SERVICE FUNDS	705	SUPPORT SERVICES	4500	CENTRAL SERVICES	CENTRAL SERVICES	Expense	90-49	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	COMPUTER SOFTWARE	(10,800.00)	(12,000.00)	-	(12,000.00)
800 - SUCCESSOR AGENCY FUNDS	810	SUCCESSOR AGENCY LOW/MOD FUND (HOUSING AGENCY)	9700	SUCCESSOR AGENCY	SUCCESSOR AGENCY LOW/MOD	Expense	90-59	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	BRYANT ST TEMP SHELTER PJ	(103,318.22)	(85,194.00)	-	(85,194.00)
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Expense	90-07	CAPITAL EXPENDITURES	CAPITAL EXPENDITURES	PARKING LOT IMPROVEMENTS	-	14,033.00	(14,033.00)	-
800 - SUCCESSOR AGENCY FUNDS	840	BEA CAPITAL PROJECTS FUND	9500	TAX ALLOCATION BONDS	TAX ALLOCATION BONDS	Expense	93-15	CAPITAL EXPENDITURES	CAP EXPEND-INFRASTRUCTURE	STREET IMPROVEMENTS	-	(8,351.00)	-	(8,351.00)

City of Banning
Classification Compensation Plan
FY 2023-24

Position Name*	Job Title	Grade	Total
ACCOUNTANT I	FINANCIAL SERVICES GROUP	G61	1.000
ACCOUNTANT II	FINANCIAL SERVICES GROUP	G64	1.000
ACCOUNTING SPECIALIST	FINANCIAL SERVICES GROUP	G58	3.000
ADMINISTRATIVE SERVICES DIRECTOR	FINANCIAL SERVICES GROUP	D06	1.000
AIRPORT ATTENDANT	STREETS GROUPS	G30	0.750
ANIMAL CONTROL OFFICER	POLICE SUPPORT GROUP	G56	2.000
APPRENTICE ELEC METER TEST TECH	ELECTRIC SERVICES & OPERATIONS GROUP	U82	1.000
ASSISTANT CITY MANAGER	CITY ADMINISTRATION GROUP	T90	1.000
ASSISTANT POOL MANAGER	PARKS AND RECREATIONS GROUP	G30	0.454
ASSISTANT POOL MANAGER- PROPOSED	PARKS AND RECREATIONS GROUP	G44	0.454
ASSISTANT PUBLIC WORKS DIRECTOR/CITY ENGINEER	PUBLIC WORKS MANAGEMENT GROUP	T100	1.000
ASSISTANT WATER/WASTEWATER SUPERINTENDENT	WATER/WASTEWATER GROUP	U78	1.000
ASSOCIATE ELECTRICAL ENGINEER	ELECTRIC SERVICES & OPERATIONS GROUP	T85	1.000
ASSOCIATE ENGINEER	ENGINEERING GROUP	T79	1.000
ASSOCIATE ENGINEER W/CERTIF.	ENGINEERING GROUP	T79	0.750
ASSOCIATE PLANNER	COMMUNITY DEVELOPMENT GROUP	T68	1.000
ASST ELECTRIC SERVICE PLANNER	ELECTRIC SERVICES & OPERATIONS GROUP	U74	1.000
AUTOCAD GIS TECHNICIAN	ELECTRIC SERVICES & OPERATIONS GROUP	U68	1.000
BUDGET AND FINANCIAL ANALYST-PROPOSED	FINANCIAL SERVICES GROUP	T79	1.000
BUILDING INSPECTOR	DEVELOPMENT SERVICES GROUP	G62	1.000
BUILDING MAINTENANCE SPECIALIST I	GENERAL MAINTENANCE AND SUPPORT GROUP	G53	1.000
BUILDING MAINTENANCE SPECIALIST II	GENERAL MAINTENANCE AND SUPPORT GROUP	G55	1.000
BUILDING PERMIT SPECIALIST	DEVELOPMENT SERVICES GROUP	T84	1.000
BUS DRIVER	TRANSIT OPERATIONS GROUP	G48	9.000
BUSINESS SUPPORT MANAGER	ELECTRIC SERVICES & OPERATIONS GROUP	T90	1.000
BUYER	FINANCIAL SERVICES GROUP	G66	2.000
CASE MANAGER SPECIALIST	CITY ADMINISTRATION GROUP	G54	4.000
CASHIERS - POOL	PARKS AND RECREATIONS GROUP	G30	0.744
CASHIERS - POOL PROPOSED	PARKS AND RECREATIONS GROUP	G40	0.744
CIP MANAGER	PUBLIC WORKS MANAGEMENT GROUP	T85	1.000
CITY CLERK	CITY ADMINISTRATION GROUP	E02	1.000
CITY MANAGER	CITY ADMINISTRATION GROUP	D13	1.000
CITY TREASURER	FINANCIAL SERVICES GROUP	C02	1.000
CODE COMPLIANCE OFFICER	DEVELOPMENT SERVICES GROUP	G58	3.000
CODE COMPLIANCE SUPERVISOR	DEVELOPMENT SERVICES GROUP	G70	1.000
COMMUNICATIONS MANAGER	CITY ADMINISTRATION GROUP	T79	1.000
COMMUNITY DEVELOPMENT DIRECTOR	COMMUNITY DEVELOPMENT GROUP	D01	1.000
COMMUNITY SERVICES OFFICER	POLICE SUPPORT GROUP	G56	1.000
CORE MANAGER	ELECTRIC SERVICES & OPERATIONS GROUP	T85	1.000
COUNCIL MEMBER	CITY ADMINISTRATION GROUP	C01	5.000
CUSTOMER SERVICE SUPERVISOR	UTILITY BILLING GROUP	T79	1.000
CUSTOMER SVC & BILLING MANAGER	UTILITY BILLING GROUP	T85	1.000
CUSTOMER SVC REPRESENTATIVE	UTILITY BILLING GROUP	G45	4.000
DEPUTY CITY CLERK	CITY ADMINISTRATION GROUP	G63	1.000
DEPUTY ELECTRIC DIRECTOR-PROPOSED	Deputy Electric Director-Proposed	T104	1.000
DEPUTY FINANCE DIRECTOR	FINANCIAL SERVICES GROUP	T90	1.000
DEPUTY WATER/WASTEWATER DIRECTOR-PROPOSED	Deputy Water/Wastewater Director-Proposed	T104	1.000
DEVELOPMNT.PROJECT COORDINATOR	COMMUNITY DEVELOPMENT GROUP	G61	1.000
ECONOMIC DEVELOPMENT MANAGER	CITY ADMINISTRATION GROUP	T85	1.000
ELECTRIC METER TEST TECHNICIAN	ELECTRIC SERVICES & OPERATIONS GROUP	U82	1.000
ELECTRIC OPERATIONS MANAGER	ELECTRIC SERVICES & OPERATIONS GROUP	T100	1.000
ELECTRIC SERVICE PLANNER	ELECTRIC SERVICES & OPERATIONS GROUP	U84	2.000
ELECTRIC UTILITY DIRECTOR	ELECTRIC SERVICES & OPERATIONS GROUP	D12	1.000
ELECTRICAL ENGINEERING SPVSR	ELECTRIC SERVICES & OPERATIONS GROUP	T90	1.000
EXECUTIVE ASSISTANT/SUPPORT SERVICES MANAGER	POLICE SUPPORT GROUP	T85	1.000
EXECUTIVE SECRETARY	OFFICE SUPPORT GROUP	G53	1.000
FIELD SERVICE REPRESENTATIVE	UTILITY BILLING GROUP	U56	3.000
FINANCE MANAGER	FINANCIAL SERVICES GROUP	T85	1.000
FLEET MAINTENANCE MECHANIC II	GENERAL MAINTENANCE AND SUPPORT GROUP	G55	2.000

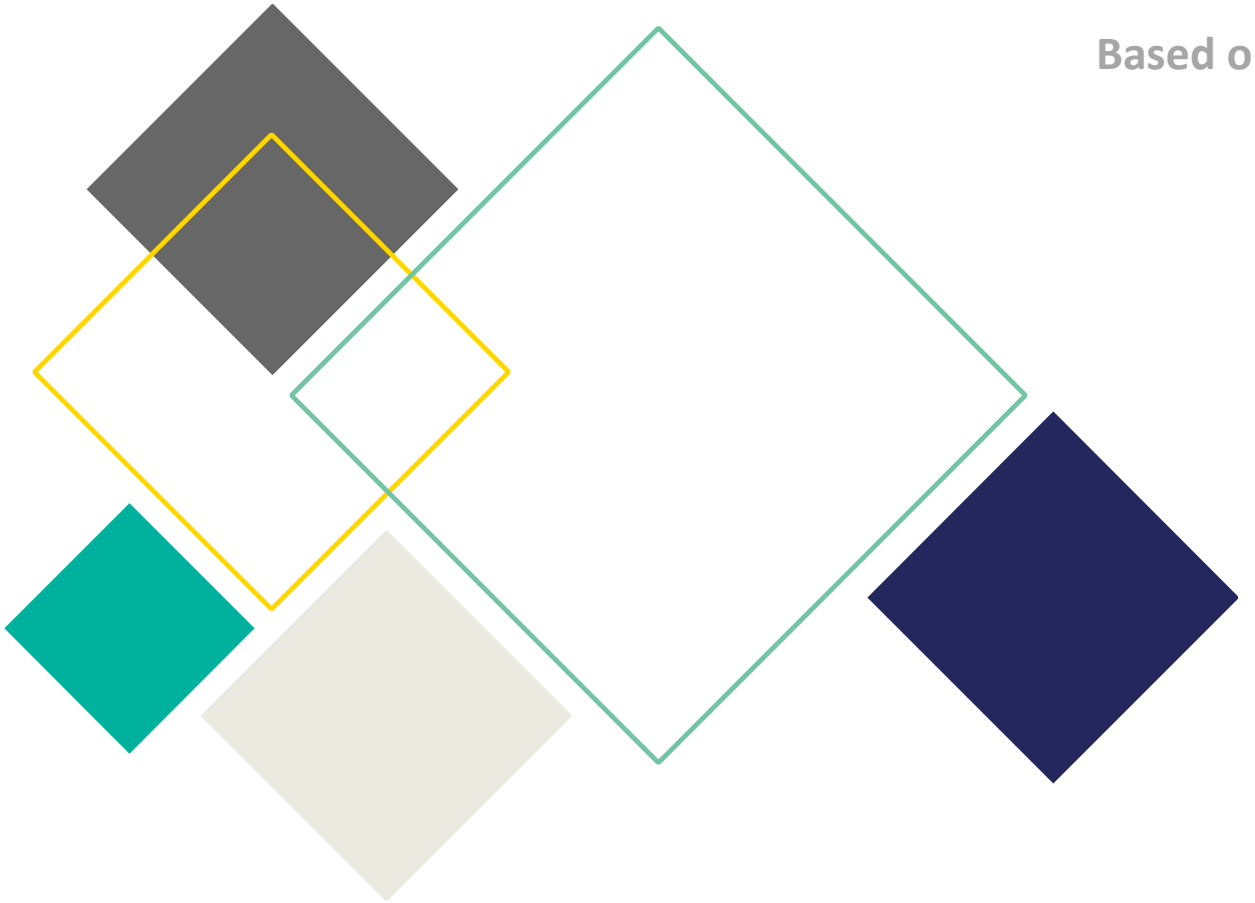
Position Name*	Job Title	Grade	Total
FLEET MAINTENANCE MECHANIC III	GENERAL MAINTENANCE AND SUPPORT GROUP	G57	1.000
FLEET MANAGER	GENERAL MAINTENANCE AND SUPPORT GROUP	T85	1.000
GRANTS PROGRAM MANAGER	CITY ADMINISTRATION GROUP	T73	1.000
HOMELESS SERVICES DIRECTOR	CITY ADMINISTRATION GROUP	T73	1.000
HUMAN RESOURCES MANAGER	HUMAN RESOURCES GROUP	T85	1.000
HUMAN RESOURCES TECHNICIAN	HUMAN RESOURCES GROUP	G56	1.000
INFORMATION TECH ANALYST I	INFORMATION/CABLE SYSTEMS GROUP	G63	2.000
INFORMATION TECH ANALYST II	INFORMATION/CABLE SYSTEMS GROUP	G70	1.000
INFORMATION TECHNOLOGY MANAGER	INFORMATION/CABLE SYSTEMS GROUP	T85	1.000
LEAD FIELD SERVICE REPRESENTAT	UTILITY BILLING GROUP	U60	1.000
LIFEGUARDS	PARKS AND RECREATIONS GROUP	G30	4.796
MAINTENANCE WORKER I	PARKS AND RECREATIONS GROUP	G49	3.000
MAINTENANCE WORKER II	STREETS GROUPS	G51	3.000
MANAGEMENT ANALYST	OFFICE SUPPORT GROUP	T73	1.000
MULTIMEDIA SPECIALIST	INFORMATION/CABLE SYSTEMS GROUP	G70	1.000
OFFICE SPECIALIST	OFFICE SUPPORT GROUP	G49	4.000
	PARKS AND RECREATIONS GROUP	G49	1.000
OPERATIONS SYSTEM TECHNICIAN	ELECTRIC SERVICES & OPERATIONS GROUP	U86	1.000
P.T. ACCOUNTING SPECIALIST	FINANCIAL SERVICES GROUP	G58	0.500
P.T. BUS DRIVER	TRANSIT OPERATIONS GROUP	G48	1.500
PARKS AND RECREATION DIRECTOR	PARKS AND RECREATIONS GROUP	D92	1.000
POLICE CADET	POLICE GROUP	G33	1.000
POLICE CAPTAIN	POLICE GROUP	P92	1.000
POLICE CHIEF	POLICE GROUP	CP03	1.000
POLICE CORPORAL	POLICE GROUP	P71	4.000
POLICE LIEUTENANT	POLICE GROUP	P87	4.000
POLICE OFFICER	POLICE GROUP	P67	24.000
POLICE RECORDS TECHNICIAN I	POLICE SUPPORT GROUP	G51	3.000
POLICE RECORDS TECHNICIAN II	POLICE SUPPORT GROUP	G55	1.000
POLICE RECRUIT	POLICE GROUP	G61	2.000
POLICE SERGEANT	POLICE GROUP	P78	8.000
POOL MANAGER	PARKS AND RECREATIONS GROUP	G32	0.454
		G35	0.340
POWERLINE APPRENTICE 1	ELECTRIC SERVICES & OPERATIONS GROUP	UMP	4.000
		URG	2.000
POWERLINE CREW SUPERINTENDENT	ELECTRIC SERVICES & OPERATIONS GROUP	U90	1.000
POWERLINE CREW SUPERVISOR	ELECTRIC SERVICES & OPERATIONS GROUP	U88	4.000
POWERLINE TECHNICIAN	ELECTRIC SERVICES & OPERATIONS GROUP	U84	7.000
PROGRAM COORDINATOR	PARKS AND RECREATIONS GROUP	G55	2.000
PROPERTY & EVIDENCE SPECIALIST	POLICE SUPPORT GROUP	G63	1.000
PUBLIC BENEFITS ANALYST	ELECTRIC SERVICES & OPERATIONS GROUP	U72	1.000
PUBLIC SAFETY DISPATCH SUPERVISOR	POLICE SUPPORT GROUP	G56	1.000
PUBLIC SAFETY DISPATCHER	POLICE SUPPORT GROUP	G59	4.000
PUBLIC SAFETY DISPATCHER II	POLICE SUPPORT GROUP	G62	3.000
PUBLIC WORKS DIRECTOR	PUBLIC WORKS MANAGEMENT GROUP	D12	0.900
PUBLIC WORKS INSPECTOR	ENGINEERING GROUP	G64	1.000
PUBLIC WORKS PROGRAM MANAGER	PUBLIC WORKS MANAGEMENT GROUP	T85	1.000
PUBLIC WORKS SUPERINTENDENT	STREETS GROUPS	T85	1.000
PURCHASING ASSISTANT	FINANCIAL SERVICES GROUP	G52	1.000
PURCHASING MANAGER	FINANCIAL SERVICES GROUP	T85	1.000
PWR RESOURCES & REV ADMINISTRA	ELECTRIC SERVICES & OPERATIONS GROUP	T100	1.000
RECREATION LEADER	PARKS AND RECREATIONS GROUP	G32	4.760
RECREATION MANAGER	PARKS AND RECREATIONS GROUP	T81	1.000
SENIOR CIVIL ENGINEER	ENGINEERING GROUP	T86	1.000
SENIOR MAINTENANCE WORKER	PARKS AND RECREATIONS GROUP	G55	1.000
	STREETS GROUPS	G55	1.000
SENIOR PLANNER	COMMUNITY DEVELOPMENT GROUP	T81	1.000
SERVICE PLANNING SUPERVISOR	ELECTRIC SERVICES & OPERATIONS GROUP	U88	1.000
SOLID WASTE PROGRAM COORDINATOR	PUBLIC WORKS MANAGEMENT GROUP	G61	1.000

City of Banning
Classification Compensation Plan
FY 2023-24

Position Name*	Job Title	Grade	Total
SR ACCOUNTANT	FINANCIAL SERVICES GROUP	G68	1.000
SR HUMAN RESOURCES TECHNICIAN	HUMAN RESOURCES GROUP	G60	1.000
SR. RECREATION LEADER	PARKS AND RECREATIONS GROUP	G36	1.718
SR. RECREATION LEADER PROPOSED	PARKS AND RECREATIONS GROUP	G42	1.000
SR. RECREATION LEADER PROPOSED	PARKS AND RECREATIONS GROUP	G42	0.718
SR. UTILITY BILLING REPRESENTA-PROPOSED	UTILITY BILLING GROUP	G55	3.000
TRANSIT FIELD SUPERVISOR	TRANSIT OPERATIONS GROUP	G64	1.000
TRANSIT MANAGER	TRANSIT OPERATIONS GROUP	T85	1.000
UTILITY SERVICES ASSISTANT	ELECTRIC SERVICES & OPERATIONS GROUP	U54	3.000
WAREHOUSE SERVICES SPECIALIST	ELECTRIC SERVICES & OPERATIONS GROUP	U58	1.000
	WATER/WASTEWATER GROUP	U58	1.000
WASTEWATER COLL SYS SUPV	WATER/WASTEWATER GROUP	U74	1.000
WASTEWATER COLL SYS TECH I	WATER/WASTEWATER GROUP	U58	3.000
WATER CREW LEAD	WATER/WASTEWATER GROUP	U70	4.000
WATER CREW SUPERVISOR	WATER/WASTEWATER GROUP	U74	2.000
WATER PRODUCTION OPERATOR II GRANDFATHERED	WATER/WASTEWATER GROUP	U63	1.000
WATER SERVICES WORKER I	WATER/WASTEWATER GROUP	U58	4.000
WATER SERVICES WORKER II	WATER/WASTEWATER GROUP	U62	1.000
WATER SERVICES WORKER III	WATER/WASTEWATER GROUP	U66	3.000
WATER/WASTEWATER SUPERINTENDENT	WATER/WASTEWATER GROUP	T90	1.000
WORK RELEASE CREW LEADER	STREETS GROUPS	G55	1.000
COMMUNITY DEVELOPMENT MANAGER-PROPOSED	OFFICE SUPPORT GROUP	T85	1.000
MAINTENANCE WORKER I-NEW	PARKS AND RECREATIONS GROUP	G49	1.000
WATER PRODUCTION OPERATOR I	WATER/WASTEWATER GROUP	U58	1.000
MANAGEMENT ANALYST	OFFICE SUPPORT GROUP	T73	1.000
SR. BUILDING INSPECTOR-PROPOSED	Building Inspection-Community Development	T79	1.000
POOL MANAGER- PROPOSED	PARKS AND RECREATIONS GROUP	G47	0.794
RECREATION LEADER-PROPOSED	PARKS AND RECREATIONS GROUP	G40	4.760
LIFEGUARDS-PROPOSED	PARKS AND RECREATIONS GROUP	G42	4.796
SR. UTILITY BILLING REPRESENTA-PROPOSED COPY	UTILITY BILLING GROUP	G53	1.000
SR. UTILITY BILLING REPRESENTATIVE	UTILITY BILLING GROUP	G50	2.000
Grand Total			270.930

CITY OF BANNING, CA

FULL COST ALLOCATION PLAN



Based on Budgeted Expenditures
For Fiscal Year 2023-24

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Pasadena, CA 91107
mgtconsulting.com

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Section 1 Introduction

Section 2 Reading the Cost Allocation Plan

Section 3 Central Services Cost Allocation Plan

Section 1 Introduction

Introduction

The enclosed Indirect Cost Allocation Plan identifies the costs of indirect services provided by central service departments of the City of Banning (City) based on budgeted expenditures for fiscal year 2023/2024. MGT of America, Inc. (MGT) prepared these documents at the request of the City.

Overview

The cost allocation plan for the City was developed to identify the total program costs of providing municipal services to the citizens of Banning. There are two types of cost allocation plans that are prepared for the City, a Full Cost allocation plan and a 2 CFR Part 200 compliant cost allocation plan. Here is a comparison of the two types of cost allocation plans:

- Local agencies provide services that include administrative and support expenditures which are not allowable for federal reimbursement. These expenditures, however, are appropriate for allocation under GAAP principles and guidelines. This allocation methodology is often referred to as a **Full Cost allocation plan**. It can be generalized that a Full Cost allocation plan is applicable for internal purposes such as recovering indirect costs from enterprise funds, special revenue funds and other funds, as well as included in establishing user fees, permits and applications, billing rates, hourly rates and costs of special services.

- Using federal guidelines, which are now codified in the Code of Federal Regulations (CFR) part 200, local governments may be reimbursed for these administrative and support expenditures if they are documented in a cost allocation plan and indirect cost rates that are compliant with the principles contained in the Circular. Generally, **2 CFR Part 200 compliant cost allocation plans** apply to external purposes such as recovering indirect costs on federal and state grants and awards.

The comparison table shows the objectives, uses and considerations for both types of cost allocation plans:

▪ **2 CFR Part 200 Cost Plan**	▪ **Full Cost Plan**
▪ Used ***externally*** *(state or federally funded programs; SB90 claims; grants)*	▪ Used ***internally*** (interfund charges to enterprise funds & ISF's; user fee services; billed services)
▪ Must reconcile to actual expenditures	▪ May be based on budget estimates or actual expenditures
▪ Excludes "general government" functions such as legislative services	▪ Includes centralized support activities not allowable under 2 CFR Part 200
▪ Must adhere to 2 CFR Part 200 regulations	▪ Adheres to Generally Accepted Accounting Principles (GAAP)
▪ Produces a conservative view of citywide indirect costs	▪ Produces a comprehensive picture of the full cost of providing citywide indirect services
▪ Must be prepared annually, with carry-forward adjustment reconciling estimates to actuals	▪ City can adopt a policy of how often the plan is prepared, *assuming the plan in use is an accurate reflection of the City's organizational structure*.

As with most organizations, whether private or public, the costs of providing services can be classified into two categories: direct or indirect. *Direct costs* are those which can be specifically identified with a particular service, such as street maintenance, police protection or water services. *Indirect costs* are not readily identifiable with a particular operating program, but rather are incurred for a joint purpose which benefits more than one cost objective. Common examples are accounting, personnel, building maintenance, and information technology. Although these costs are not readily identifiable with direct operating programs, they are nevertheless incurred by that organization in providing a service or

product. As such, it is essential that some method be developed to distribute indirect costs to operating programs if the total cost of a program is to be determined.

The City's attached cost allocation plan is prepared in accordance with generally accepted accounting principles (GAAP) as recognized by the Governmental Accounting Standards Board (GASB). The primary principles inherent in this document are (1) costs are necessary and reasonable for proper performance of a department, division and/or fund (2) costs are charged to departments, divisions and/or funds relative to benefits received and (3) costs are consistently treated as direct or indirect. These principles ensure that a uniform approach is used in the preparation of cost allocation plans. City personnel provided the expenditure and allocation data to MGT consultants.

Process

The significant steps involved in preparing the cost allocation plan include the following:

- Identify the departments that provide support. These departments are referred to as central service or allocating departments and they provide *indirect services* as described above.

- Identify the departments, divisions and funds that receive support. These departments, divisions and funds are referred to as operating or receiving departments and they provide *direct services*.

- Accumulate the allowable actual expenditures of the central service departments that provide support to the operating departments.

- Distribute, or allocate, the allowable expenditures of the central service departments that provide support to the operating departments based on available, meaningful, measurable and auditable allocation statistics that match the service provided to the service received.

A double-step down allocation methodology is used to allocate the allowable costs of the central service departments. This methodology recognizes the cross support provided between central service departments. For example, accounting supports human resources by providing payroll, paying vouchers and preparing a budget. Human resources, however, also supports accounting through personnel administration and by maintaining and administering various liability and risk management programs.

The double-step down methodology requires an initial sequencing of allocating departments. In the first step of the double-step methodology, allowable costs from central service departments are allocated in the sequence selected to all City departments, divisions and funds; including to other central service departments. The second step in the double-step down methodology is made to fully account for the cross support provided between central service departments. Central service departments are closed after the second step in the double-step down allocation methodology.

Uses of the Cost Allocation Plan

Through the identification of total program costs, the cost allocation plan can be utilized as a basic information tool in a number of financial and budgetary decision-making situations, including the following:

- The cost allocation plan can be used to determine costs applicable to federal and state grant programs. Under the provisions of 2 CFR Part 200, it is permissible to include indirect costs in accounting for many federal and state grant programs. By establishing an indirect cost rate, the cost allocation plan can be utilized to recover the indirect costs associated with administering federal grant programs.

- The cost allocation plan can be used to identify the indirect costs incurred by the city in administering and providing support services to enterprise funds, internal service funds and other governmental funds.

- The cost allocation plan can also be used in establishing service fees designed for cost recovery by ensuring that all of the costs -- direct and indirect -- associated with providing services are included in the cost analysis. The cost allocation plan provides for the identification and recapture of all indirect costs associated with fee for service activity.

Summary

The cost allocation plan establishes a fair and equitable methodology for identifying and allocating indirect costs to direct cost programs. As such, the cost allocation plan can be a valuable tool in a number of financial applications, including the allocation of organizational resources, performance of expense analyses, establishment of fees designed to recover total costs, recovery of indirect costs in the administration of grant programs and reimbursement of costs associated with providing support services to enterprise, internal service and other governmental funds.

Section 2 Reading the Cost Allocation Plan

Reading the Cost Allocation Plan

Sections

Table of Contents
The first few pages of the cost allocation plan are the Table of Contents. The column on the left side of the pages lists the central service or allocating departments. Each central service department is broken down into functions. Functions are the specific services provided by a particular department. The middle column lists the allocation base for each corresponding function. The column on the right side of the page is the applicable page number.

Summary Schedule
The next few pages of the cost allocation plan are the Summary Schedule. The Summary Schedule identifies the total dollar amount allocated from every allocating department to every receiving department. Allocating departments are listed down the left column and receiving departments, divisions and funds are listed across the top of each page.

Detailed Schedules
The remaining pages of the cost allocation plan are the detailed schedules for every central service department. The detail schedules for each central service department starts with a description of the nature and extent of services and is structured in the following format.

Departmental Costs (A). The actual fiscal year 2021-22 expenditures for that department.

Expenditures are listed in the left-hand column; functions are listed across the top of the page. There are three different codes that could be denoted on the Departmental Cost schedule. Those three codes are S, P and D and identify how costs are spread or distributed within a specific department. The S (or S1) stands for salaries. The P stands for percentage. The D stands for disallowed.

Incoming Costs (B). The support costs coming into the department from other allocating departments.

Incoming costs from other allocating departments are spread on the ratio of function salaries to departmental salaries. In the few instances where a department has no salaries, incoming costs are spread on the ratio of function expenditures to departmental expenditures. Certain incoming costs, however, may be denoted with an *.

The * identifies those incoming costs that are directly identified to departmental functions or spread to departmental functions on a percentage basis.

Total Allocated (C). The total amount to be allocated for that department.

The total costs to be allocated for each function is the sum of Departmental Costs (A) plus Incoming Costs (B). If a function is determined to be unallowable, it is noted at the end of this section.

Function Allocations. The distribution, or allocation, of the Total Allocated costs by function.

Each function that is allocated out (allowable) has its own allocation schedule. Each schedule lists the receiving departments on the left-hand column, displays the allocation basis used, and shows how the functional costs are distributed proportionately to each user department. The first allocation column is showing the distribution of the central service department expenditures and the first incoming costs for that function. The direct billed column is to show any payments that were already made by the receiving department to that central service department during the fiscal year for that service/function. The department allocation column is the total of the first allocation and direct billed amount. The second allocation column is the allocation of the second incoming costs for that function. The total column is the combined amount of the department allocation column and the second allocation column.

Allocation Summary. The summary of allocated costs by function.

This schedule provides a summary of the allocating departments function allocation schedules. This allocation summary total is forwarded to the summary schedule shown in the front of the cost plan.

Section 3 Central Services Cost Allocation Plan

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1 Council Support - Personnel	Number of FTE's per department		19
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5	Contracts	Direct allocation to Purchasing	76
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7	City Hall	Number of City Hall FTE's per department	99
7	City Yard	Number of FTE's per department	100
7	Corp Yard Warehouse	Amount of square footage per department	101
7	Police Station	Number of FTE's per department	102
7	Fleet Maint Office	Directly allocated to Fleet Maintenance	103
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Summary Schedule

	Department	001-1800 City Attorney	001-0001 General	001-1210 Economic Development	001-1500 Elections	001-2060 TV Government Access	001 Police	001-2210 Dispatch	001-2300 Animal Control	001-2400 Fire	001-2700 Building & Safety
1	001-1000 City Council	$530	$0	$6,591	$2,701	$496	$26,466	$4,378	$359	$4,178	$5,078
2	001-1200 City Manager	0	0	3,270	223	2,122	104,295	18,744	1,540	17,921	12,680
3	001-1300 Human Resources	0	0	2,029	0	2,029	77,113	20,293	0	0	6,088
4	001-1400 City Clerk	712	0	8,146	3,581	205	12,928	1,814	148	1,728	4,072
5	001-1900 Fiscal Services	11	42,315	7,106	882	4,961	167,596	21,232	5,213	37,570	26,218
6	001-1910 Purchasing	0	67	1,622	652	442	15,302	128	2,000	671	11,935
7	001-3200 Building Maintenance	0	0	1,972	0	1,972	186,508	0	8,760	66,193	5,916
8	001-4500 Central Services	0	0	6,251	423	4,066	199,536	35,950	2,931	34,102	24,214
9	702 Fleet Maintenance	0	0	0	0	0	286,896	0	0	0	2,207
10	703 Information Systems Services	0	0	9,838	0	25,542	272,622	1,709	8,368	5,804	38,560
11	700-5040 Liability Insurance	0	0	0	0	0	0	0	0	0	0
12	700-5300 City Attorney	0	0	0	0	0	296,846	0	0	384	0
	Total Current Allocations	$1,253	$42,382	$46,825	$8,462	$41,835	$1,646,108	$104,248	$29,319	$168,551	$136,968

City of Banning
Full Cost Allocation Plan

Summary Schedule

	Department	001-2740 Code Enforcement	001-2800 Planning	001-3000 Engineering	001-3600 Parks	001-4000 Recreation	001-4010 Aquatics	001-4020 Day Care	001-4050 Senior Center	001-5400 Community Enhancement	002 Developer Deposit Fund
1	001-1000 City Council	$2,768	$11,013	$17,600	$7,398	$6,099	$8,686	$68	$2,102	$120	$275
2	001-1200 City Manager	7,314	10,864	22,059	13,526	26,109	37,164	292	8,996	515	1,177
3	001-1300 Human Resources	8,117	6,088	14,205	14,205	30,439	52,761	0	12,176	0	0
4	001-1400 City Clerk	2,131	27,976	18,859	17,362	2,527	3,601	28	871	50	114
5	001-1900 Fiscal Services	11,559	21,326	37,767	23,311	32,918	28,957	808	9,139	1,359	8,372
6	001-1910 Purchasing	1,953	8,842	17,779	8,053	7,668	2,787	205	2,137	1,534	439
7	001-3200 Building Maintenance	8,760	5,916	13,803	0	85,597	38,778	0	37,849	0	0
8	001-4500 Central Services	14,031	20,758	42,174	25,935	50,105	71,453	556	17,287	979	2,241
9	702 Fleet Maintenance	0	0	0	64,702	0	0	0	0	0	0
10	703 Information Systems Services	18,268	60,425	99,421	13,675	55,300	0	0	3,419	0	0
11	700-5040 Liability Insurance	0	0	0	0	0	0	0	0	0	0
12	700-5300 City Attorney	18,037	227,507	51,443	13,283	6,158	0	0	0	0	0
	Total Current Allocations	$92,938	$400,715	$335,110	$201,450	$302,920	$244,187	$1,957	$93,976	$4,557	$12,618

City of Banning
Full Cost Allocation Plan

Summary Schedule

	Department	005 SA Adminstration	100 Gas Tax Street	101 Measure A Street	102 RMRA (SB1) Gas Tax	110 C.D.B.G.	111 Landscape Maintenance Assmt. Dist #1	132 Air Quality Improvement	150 State Park Bond Act	200 Special Donations	201 Senior Center Activities
1	001-1000 City Council	$10	$6,080	$0	$0	$12	$902	$3	$0	$16	$0
2	001-1200 City Manager	45	26,029	0	0	50	3,861	15	0	69	0
3	001-1300 Human Resources	0	28,410	0	0	0	4,059	0	0	0	0
4	001-1400 City Clerk	4	2,519	0	0	5	374	1	0	7	0
5	001-1900 Fiscal Services	356	35,605	1,111	309	1,018	6,557	299	29	593	163
6	001-1910 Purchasing	262	11,304	15,801	6,409	1,825	1,302	0	0	491	0
7	001-3200 Building Maintenance	0	64,892	0	0	0	163	0	0	0	0
8	001-4500 Central Services	85	49,926	0	0	95	7,403	29	0	130	0
9	702 Fleet Maintenance	0	149,735	0	0	0	0	0	0	0	0
10	703 Information Systems Services	0	19,061	0	0	0	0	0	0	0	0
11	700-5040 Liability Insurance	0	376,483	0	0	0	0	0	0	0	0
12	700-5300 City Attorney	0	0	0	0	0	0	0	0	0	0
	Total Current Allocations	$762	$770,044	$16,912	$6,718	$3,005	$24,621	$347	$29	$1,306	$163

Summary Schedule

	Department	201-4050 Senior Center	201-4060 Senior Center Advisory	202 Animal Control Reserve	203 Police Volunteer	3XX Agency Funds	400 Police Facilities Development	410 Fire Facility Development	420 Traffic Control	430 General Facilities	444 Wilson Median
1	001-1000 City Council	$4	$6	$0	$1	$5	$0	$0	$1	$0	$0
2	001-1200 City Manager	15	27	0	4	21	0	0	5	0	0
3	001-1300 Human Resources	0	0	0	0	0	0	0	0	0	0
4	001-1400 City Clerk	1	3	0	0	2	0	0	1	0	0
5	001-1900 Fiscal Services	313	126	29	187	1,793	194	211	535	200	137
6	001-1910 Purchasing	250	0	0	0	291	0	0	142	0	0
7	001-3200 Building Maintenance	0	0	0	0	0	0	0	0	0	0
8	001-4500 Central Services	29	50	0	7	40	0	0	10	0	0
9	702 Fleet Maintenance	0	0	0	0	0	0	0	0	0	0
10	703 Information Systems Services	0	0	0	0	0	0	0	0	0	0
11	700-5040 Liability Insurance	0	0	0	0	0	0	0	0	0	0
12	700-5300 City Attorney	0	0	0	0	0	0	0	0	0	0
Total Current Allocations		$612	$212	$29	$199	$2,152	$194	$211	$694	$200	$137

City of Banning
Full Cost Allocation Plan

Summary Schedule

	Department	451 Park Development	470 Capital Improvement	600 Airport	610 Transit Operations	610 5800 Fixed Route	610 5850 Dial-A-Ride	66X Water Operations Fund	67X Electric Operations Fund	68X Wastewater Operations Fund	690 Refuse
1	001-1000 City Council	$29	$0	$2,415	$3,709	$7,511	$1,005	$27,507	$52,591	$7,908	$3,332
2	001-1200 City Manager	125	0	8,070	0	32,156	4,299	70,176	193,661	33,872	9,731
3	001-1300 Human Resources	0	0	10,146	0	36,527	6,088	48,703	62,907	28,410	10,146
4	001-1400 City Clerk	12	0	1,493	4,983	3,112	416	21,729	28,657	3,275	2,365
5	001-1900 Fiscal Services	475	88	14,067	912	29,485	6,095	230,872	448,319	113,291	55,678
6	001-1910 Purchasing	0	0	5,841	0	4,108	2,113	51,692	115,531	31,020	3,896
7	001-3200 Building Maintenance	0	0	9,498	0	39,286	0	25,407	140,906	23,410	1,531
8	001-4500 Central Services	238	0	15,498	0	61,697	8,265	134,215	369,391	64,851	18,658
9	702 Fleet Maintenance	0	0	0	0	1,287,633	220,266	108,905	122,894	52,336	0
10	703 Information Systems Services	0	0	5,804	19,798	24,567	3,419	88,714	274,824	26,466	1,812
11	700-5040 Liability Insurance	0	0	8,285	0	97,986	18,665	100,985	455,405	55,950	15,139
12	700-5300 City Attorney	0	0	765	0	0	0	16,951	22,184	68,214	0
Total Current Allocations		$879	$88	$81,882	$29,402	$1,624,068	$270,631	$925,856	$2,287,270	$509,003	$122,288

City of Banning
Full Cost Allocation Plan

Summary Schedule

	Department	700 Risk Management	700-5020 Workers Compensation	700-5030 Unemployment Insurance	761 Utility Billing Administration	761-3100 Account & Collection Service	761-3110 Meter Reading & Service	805 Redevelopment Obligation	810 Successor Housing Agency	830 Debt Service	840 BEA Capital Project Fund
1	001-1000 City Council	$0	$2,213	$738	$0	$4,894	$2,283	$0	$2,136	$2	$0
2	001-1200 City Manager	0	9,482	3,159	0	20,955	9,774	0	72	9	0
3	001-1300 Human Resources	0	6,088	4,059	0	20,293	10,146	0	0	0	0
4	001-1400 City Clerk	0	916	306	0	2,027	946	0	2,854	1	0
5	001-1900 Fiscal Services	1,013	9,782	3,166	12,044	29,536	10,781	74	717	369	2,208
6	001-1910 Purchasing	0	83	0	0	14,213	2,557	0	2,440	0	11,913
7	001-3200 Building Maintenance	0	0	0	0	19,719	9,859	0	0	0	0
8	001-4500 Central Services	0	18,127	6,068	0	40,157	18,740	0	137	17	0
9	702 Fleet Maintenance	0	0	0	0	0	18,833	0	0	0	0
10	703 Information Systems Services	0	0	0	79,193	44,615	20,171	0	0	0	0
11	700-5040 Liability Insurance	0	0	0	0	0	0	0	0	0	0
12	700-5300 City Attorney	0	0	0	0	0	0	0	47,316	0	20,874
Total Current Allocations		$1,013	$46,691	$17,496	$91,237	$196,409	$104,090	$74	$55,672	$398	$34,995

City of Banning
Full Cost Allocation Plan

Summary Schedule

	Department	841 BEA L/M Capital Project Fund	850 Successor Agency	All Other	222	221	950	975	998	999	2nd Allocation Orphans
1	001-1000 City Council	$0	$2,119	$0	$0	$0	$0	$0	$0	$0	$0
2	001-1200 City Manager	0	0	0	0	0	0	0	0	0	0
3	001-1300 Human Resources	0	0	0	0	0	0	0	0	0	0
4	001-1400 City Clerk	0	2,847	0	0	0	0	0	0	0	0
5	001-1900 Fiscal Services	46	165	0	108	29	1,520	168	111	405	0
6	001-1910 Purchasing	0	0	0	0	0	0	0	0	0	0
7	001-3200 Building Maintenance	0	0	8,123	0	0	0	0	0	0	0
8	001-4500 Central Services	0	0	0	0	0	0	0	0	0	0
9	702 Fleet Maintenance	0	0	0	0	0	0	0	0	0	0
10	703 Information Systems Services	0	0	0	0	0	0	0	0	0	0
11	700-5040 Liability Insurance	0	0	0	0	0	0	0	0	0	0
12	700-5300 City Attorney	0	0	0	0	0	0	0	0	0	0
Total Current Allocations		$46	$5,131	$8,123	$108	$29	$1,520	$168	$111	$405	$0

Summary Schedule

	Department	Total
1	001-1000 City Council	$234,338
2	001-1200 City Manager	714,493
3	001-1300 Human Resources	521,525
4	001-1400 City Clerk	185,709
5	001-1900 Fiscal Services	1,509,909
6	001-1910 Purchasing	367,700
7	001-3200 Building Maintenance	804,818
8	001-4500 Central Services	1,366,855
9	702 Fleet Maintenance	2,314,407
10	703 Information Systems Services	1,221,395
11	700-5040 Liability Insurance	1,128,898
12	700-5300 City Attorney	789,962
Total Current Allocations		$11,160,009

001-1000 City Council
Nature and Extent of Services

The City Council provides policy direction upon which all City actions, programs and priorities are based. The Council relies on the input from appropriate committees, commissions and others interested in the issues under consideration to assist in the public debates upon which policy is formulated. City Council extends its influence through review and comments on proposed federal and state legislation, and through participation in regionally oriented governing bodies.

City Council costs are distributed by the following functions:

Council Support - Fiscal - Costs have been allocated based on total operating budget per department.

Council Support - Personnel - Costs have been allocated based on number of FTE's per department.

Council Support-Agendas - Costs have been allocated based on number of agendas per department.

A. Department Costs

Dept:1 001-1000 City Council

Description		Amount	General Admin	Council Support - Fiscal	Council Support - Personnel	Council Support- Agendas
Personnel Costs						
Salaries	S1	23,010	0	7,670	7,670	7,670
Salary % Split			*.00%*	*33.33%*	*33.33%*	*33.33%*
Benefits	S	48,146	0	16,049	16,049	16,049
Subtotal - Personnel Costs		71,156	0	23,719	23,719	23,719
Services & Supplies Cost						
PRINTING/BINDING	S	250	0	83	83	83
DUES/SUBSCRIPTIONS	S	23,322	0	7,774	7,774	7,774
TRAVEL/CONFERENCES	S	19,500	0	6,500	6,500	6,500
STAFF TRAINING	S	1,500	0	500	500	500
GENERAL EXPENSES	S	3,320	0	1,107	1,107	1,107
TELEPHONE SVC	S	2,100	0	700	700	700
PROFESSIONAL SERVICES	S	66,029	0	22,010	22,010	22,010
DEPARTMENTAL SUPPLIES	S	1,150	0	383	383	383
FOOD/MEALS COST	S	1,000	0	333	333	333
SUPPLIES & SERVICES	S	5,000	0	1,667	1,667	1,667
COMMUNITY PROMOTION	S	0	0	0	0	0
CITY COUNCIL-OTHER FUNDS	S	0	0	0	0	0
COMPUTER SOFTWARE	D	0	0	0	0	0
COMPUTER HARDWARE	D	0	0	0	0	0
CAPITAL EQUIPMENT	D	1,630	0	0	0	0
Subtotal - Services & Supplies		124,801	0	41,057	41,057	41,057
Department Cost Total		195,957	0	64,776	64,776	64,776
Adjustments to Cost						
COMPUTER SOFTWARE	D	0	0	0	0	0
COMPUTER HARDWARE	D	0	0	0	0	0
CAPITAL EQUIPMENT	D	(1,630)	0	0	0	0

A. Department Costs

Dept:1 001-1000 City Council

Description	Amount	General Admin	Council Support - Fiscal	Council Support - Personnel	Council Support- Agendas
Subtotal - Adjustments	(1,630)	0	0	0	0
Total Costs After Adjustments	194,327	0	64,776	64,776	64,776
General Admin Distribution		0	0	0	0
Grand Total	$194,327		$64,776	$64,776	$64,776

B. Incoming Costs - (Default Spread Salary%)

Dept:1 001-1000 City Council

	Department	First Incoming	Second Incoming	Council Support - Fiscal	Council Support - Personnel	Council Support-Agendas
1	Council Support - Fiscal	$0	$152	$51	$51	$51
1	Council Support - Personnel	0	1,080	360	360	360
1	Council Support-Agendas	0	1,062	354	354	354
	Subtotal - 001-1000 City Council	0	2,294	765	765	765
2	City Mgr Support-Fiscal	0	806	269	269	269
2	City Mgr Support-Personnel	0	5,722	1,907	1,907	1,907
	Subtotal - 001-1200 City Manager	0	6,528	2,176	2,176	2,176
3	HR Support	0	8,975	2,992	2,992	2,992
	Subtotal - 001-1300 Human Resources	0	8,975	2,992	2,992	2,992
4	City Clerk Support-Fiscal	0	62	21	21	21
4	City Clerk Support-Personnel	0	441	147	147	147
4	City Clerk Support-Agendas	0	1,358	453	453	453
	Subtotal - 001-1400 City Clerk	0	1,861	620	620	620
5	Budget	0	934	311	311	311
5	Gen'l Accounting	0	635	212	212	212
5	Payroll	0	4,089	1,363	1,363	1,363
5	Accounts Payable	0	19,899	6,633	6,633	6,633
5	Business License	0	762	254	254	254
5	AR (Non-Utility Billing)	0	1,264	421	421	421
	Subtotal - 001-1900 Fiscal Services	0	27,584	9,195	9,195	9,195
6	Purchasing A	0	990	330	330	330
6	Purchasing B	0	231	77	77	77
	Subtotal - 001-1910 Purchasing	0	1,222	407	407	407
7	City Hall	0	9,031	3,010	3,010	3,010
	Subtotal - 001-3200 Building Maintenar	0	9,031	3,010	3,010	3,010
8	Central Services- Fiscal	0	1,398	466	466	466
8	Central Services- Personnel	0	9,927	3,309	3,309	3,309
	Subtotal - 001-4500 Central Services	0	11,325	3,775	3,775	3,775
10	Info Services Support	0	12,213	4,071	4,071	4,071

B. Incoming Costs - (Default Spread Salary%)

Dept:1 001-1000 City Council

Department	First Incoming	Second Incoming	Council Support - Fiscal	Council Support - Personnel	Council Support- Agendas
10 Phone Support	$0	$3,723	$1,241	$1,241	$1,241
10 Security	0	10,220	3,407	3,407	3,407
Subtotal - 703 Information Systems Se	0	26,157	8,719	8,719	8,719
Total Incoming	0	94,976	31,659	31,659	31,659
C. Total Allocated		$289,303	$96,434	$96,434	$96,434
			33.33%	33.33%	33.33%

Council Support - Fiscal Allocations

Dept:1 001-1000 City Council

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	2,902,177	3.51%	$2,271	$0	$2,271	$1,112	$3,383
(73) 67X Electric Operations Fund	30,157,589	36.43%	23,595	0	23,595	11,559	35,154
(68) 66X Water Operations Fund	7,396,954	8.93%	5,787	0	5,787	2,835	8,622
(57) 420 Traffic Control	1,073	0.00%	1	0	1	0	1
(49) 3XX Agency Funds	4,168	0.01%	3	0	3	2	5
(18) 001 Police	10,348,695	12.50%	8,097	0	8,097	3,967	12,063
1 001-1000 City Council	194,327	0.23%	152	0	152	0	152
2 001-1200 City Manager	682,109	0.82%	534	0	534	261	795
3 001-1300 Human Resources	528,626	0.64%	414	0	414	203	616
4 001-1400 City Clerk	158,480	0.19%	124	0	124	61	185
5 001-1900 Fiscal Services	1,584,322	1.91%	1,240	0	1,240	607	1,847
6 001-1910 Purchasing	339,414	0.41%	266	0	266	130	396
7 001-3200 Building Maintenance	760,500	0.92%	595	0	595	291	886
8 001-4500 Central Services	358,755	0.43%	281	0	281	138	418
9 702 Fleet Maintenance	1,906,839	2.30%	1,492	0	1,492	731	2,223
10 703 Information Systems Services	869,038	1.05%	680	0	680	333	1,013
11 700-5040 Liability Insurance	2,727,749	3.29%	2,134	0	2,134	1,046	3,180
12 700-5300 City Attorney	867,414	1.05%	679	0	679	332	1,011
15 001-1210 Economic Development	377,388	0.46%	295	0	295	145	440
16 001-1500 Elections	44,500	0.05%	35	0	35	17	52
17 001-2060 TV Government Access	147,793	0.18%	116	0	116	57	172
19 001-2210 Dispatch	982,865	1.19%	769	0	769	377	1,146
20 001-2300 Animal Control	308,056	0.37%	241	0	241	118	359
21 001-2400 Fire	3,584,207	4.33%	2,804	0	2,804	1,374	4,178
22 001-2700 Building & Safety	1,706,314	2.06%	1,335	0	1,335	654	1,989
23 001-2740 Code Enforcement	356,510	0.43%	279	0	279	137	416
24 001-2800 Planning	1,343,064	1.62%	1,051	0	1,051	515	1,566
25 001-3000 Engineering	2,475,703	2.99%	1,937	0	1,937	949	2,886
26 001-3600 Parks	768,983	0.93%	602	0	602	295	896
27 001-4000 Recreation	1,072,878	1.30%	839	0	839	411	1,251
28 001-4010 Aquatics	241,463	0.29%	189	0	189	93	281
29 001-4020 Day Care	58,486	0.07%	46	0	46	22	68
30 001-4050 Senior Center	139,609	0.17%	109	0	109	54	163
31 001-5400 Community Enhancement	102,900	0.12%	81	0	81	39	120
32 002 Developer Deposit Fund	235,497	0.28%	184	0	184	90	275
33 005 SA Adminstration	8,935	0.01%	7	0	7	3	10
34 100 Gas Tax Street	1,333,621	1.61%	1,043	0	1,043	511	1,555
37 110 C.D.B.G.	10,000	0.01%	8	0	8	4	12
38 111 Landscape Maintenance Assmt. D	218,936	0.26%	171	0	171	84	255
39 132 Air Quality Improvement	3,000	0.00%	2	0	2	1	3
43 200 Special Donations	13,707	0.02%	11	0	11	5	16
45 201-4050 Senior Center	3,075	0.00%	2	0	2	1	4

Council Support - Fiscal Allocations

Dept:1 001-1000 City Council

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
46	201-4060 Senior Center Advisory Boar	5,300	0.01%	$4	$0	$4	$2	$6
48	203 Police Volunteer	787	0.00%	1	0	1	0	1
62	451 Park Development	25,000	0.03%	20	0	20	10	29
64	600 Airport	231,145	0.28%	181	0	181	89	269
66	610 5800 Fixed Route	1,452,528	1.75%	1,136	0	1,136	557	1,693
67	610 5850 Dial-A-Ride	29,983	0.04%	23	0	23	11	35
87	690 Refuse	563,178	0.68%	441	0	441	216	656
89	700-5020 Workers Compensation	1,066,550	1.29%	834	0	834	409	1,243
90	700-5030 Unemployment Insurance	78,683	0.10%	62	0	62	30	92
92	761-3100 Account & Collection Service	1,425,078	1.72%	1,115	0	1,115	546	1,661
93	761-3110 Meter Reading & Service	571,833	0.69%	447	0	447	219	667
95	810 Successor Housing Agency	14,443	0.02%	11	0	11	6	17
96	830 Debt Service	1,750	0.00%	1	0	1	1	2
Subtotal		82,791,977	100.00%	64,776	0	64,776	31,659	96,434
Direct Bills						0		0
Total						$64,776		$96,434

Basis Units: Total Operating Budget per department
Source:

Council Support - Personnel Allocations

Dept:1 001-1000 City Council

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	14	4.67%	$3,023	$0	$3,023	$1,502	$4,525
(73)	67X Electric Operations Fund	31	10.33%	6,693	0	6,693	3,327	10,020
(68)	66X Water Operations Fund	24	8.00%	5,182	0	5,182	2,576	7,758
(18)	001 Police	38	12.67%	8,205	0	8,205	4,078	12,283
1	001-1000 City Council	5	1.67%	1,080	0	1,080	0	1,080
2	001-1200 City Manager	2	0.67%	432	0	432	215	646
3	001-1300 Human Resources	3	1.00%	648	0	648	322	970
4	001-1400 City Clerk	2	0.67%	432	0	432	215	646
5	001-1900 Fiscal Services	10	3.33%	2,159	0	2,159	1,073	3,232
6	001-1910 Purchasing	3	1.00%	648	0	648	322	970
7	001-3200 Building Maintenance	6	2.00%	1,296	0	1,296	644	1,939
9	702 Fleet Maintenance	7	2.33%	1,511	0	1,511	751	2,263
10	703 Information Systems Services	2	0.67%	432	0	432	215	646
11	700-5040 Liability Insurance	3	1.00%	648	0	648	322	970
15	001-1210 Economic Development	1	0.33%	216	0	216	107	323
17	001-2060 TV Government Access	1	0.33%	216	0	216	107	323
19	001-2210 Dispatch	10	3.33%	2,159	0	2,159	1,073	3,232
22	001-2700 Building & Safety	3	1.00%	648	0	648	322	970
23	001-2740 Code Enforcement	4	1.33%	864	0	864	429	1,293
24	001-2800 Planning	3	1.00%	648	0	648	322	970
25	001-3000 Engineering	7	2.33%	1,511	0	1,511	751	2,263
26	001-3600 Parks	7	2.33%	1,511	0	1,511	751	2,263
27	001-4000 Recreation	15	5.00%	3,239	0	3,239	1,610	4,849
28	001-4010 Aquatics	26	8.67%	5,614	0	5,614	2,790	8,404
30	001-4050 Senior Center	6	2.00%	1,296	0	1,296	644	1,939
34	100 Gas Tax Street	14	4.67%	3,023	0	3,023	1,502	4,525
38	111 Landscape Maintenance Assmt. D	2	0.67%	432	0	432	215	646
64	600 Airport	5	1.67%	1,080	0	1,080	537	1,616
66	610 5800 Fixed Route	18	6.00%	3,887	0	3,887	1,932	5,818
67	610 5850 Dial-A-Ride	3	1.00%	648	0	648	322	970
87	690 Refuse	5	1.67%	1,080	0	1,080	537	1,616
89	700-5020 Workers Compensation	3	1.00%	648	0	648	322	970
90	700-5030 Unemployment Insurance	2	0.67%	432	0	432	215	646
92	761-3100 Account & Collection Service	10	3.33%	2,159	0	2,159	1,073	3,232
93	761-3110 Meter Reading & Service	5	1.67%	1,080	0	1,080	537	1,616

Council Support - Personnel Allocations

Dept:1 001-1000 City Council

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	300	100.00%	64,776	0	64,776	31,659	96,434
Direct Bills					0		0
Total					$64,776		$96,434

Basis Units: Number of FTE's per department
Source:

Council Support-Agendas Allocations **Dept:1 001-1000 City Council**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(73) 67X Electric Operations Fund	14.00	7.65%	$4,956	$0	$4,956	$2,462	$7,418
(68) 66X Water Operations Fund	21.00	11.48%	7,433	0	7,433	3,694	11,127
(18) 001 Police	4.00	2.19%	1,416	0	1,416	704	2,119
1 001-1000 City Council	3.00	1.64%	1,062	0	1,062	0	1,062
2 001-1200 City Manager	10.00	5.46%	3,540	0	3,540	1,759	5,298
3 001-1300 Human Resources	9.00	4.92%	3,186	0	3,186	1,583	4,769
4 001-1400 City Clerk	1.00	0.55%	354	0	354	176	530
5 001-1900 Fiscal Services	20.00	10.93%	7,079	0	7,079	3,518	10,597
7 001-3200 Building Maintenance	5.50	3.01%	1,947	0	1,947	967	2,914
9 702 Fleet Maintenance	5.00	2.73%	1,770	0	1,770	879	2,649
10 703 Information Systems Services	2.00	1.09%	708	0	708	352	1,060
13 001-1800 City Attorney	1.00	0.55%	354	0	354	176	530
15 001-1210 Economic Development	11.00	6.01%	3,894	0	3,894	1,935	5,828
16 001-1500 Elections	5.00	2.73%	1,770	0	1,770	879	2,649
22 001-2700 Building & Safety	4.00	2.19%	1,416	0	1,416	704	2,119
23 001-2740 Code Enforcement	2.00	1.09%	708	0	708	352	1,060
24 001-2800 Planning	16.00	8.74%	5,663	0	5,663	2,814	8,478
25 001-3000 Engineering	23.50	12.84%	8,318	0	8,318	4,133	12,451
26 001-3600 Parks	8.00	4.37%	2,832	0	2,832	1,407	4,239
64 600 Airport	1.00	0.55%	354	0	354	176	530
65 610 Transit Operations	7.00	3.83%	2,478	0	2,478	1,231	3,709
87 690 Refuse	2.00	1.09%	708	0	708	352	1,060
95 810 Successor Housing Agency	4.00	2.19%	1,416	0	1,416	704	2,119
99 850 Successor Agency	4.00	2.19%	1,416	0	1,416	704	2,119
Subtotal	183.00	100.00%	64,776	0	64,776	31,659	96,434
Direct Bills					0		0
Total					$64,776		$96,434

Basis Units: Number of agendas per department
Source:

Allocation Summary

Dept:1 001-1000 City Council

Department	Council Support - Fiscal	Council Support - Personnel	Council Support- Agendas	Total
(81) 68X Wastewater Operations Fund	$3,383	$4,525	$0	$7,908
(73) 67X Electric Operations Fund	35,154	10,020	7,418	52,592
(68) 66X Water Operations Fund	8,622	7,758	11,127	27,507
(57) 420 Traffic Control	1	0	0	1
(49) 3XX Agency Funds	5	0	0	5
(18) 001 Police	12,063	12,283	2,119	26,466
1 001-1000 City Council	152	1,080	1,062	2,294
2 001-1200 City Manager	795	646	5,298	6,740
3 001-1300 Human Resources	616	970	4,769	6,355
4 001-1400 City Clerk	185	646	530	1,361
5 001-1900 Fiscal Services	1,847	3,232	10,597	15,676
6 001-1910 Purchasing	396	970	0	1,365
7 001-3200 Building Maintenance	886	1,939	2,914	5,740
8 001-4500 Central Services	418	0	0	418
9 702 Fleet Maintenance	2,223	2,263	2,649	7,135
10 703 Information Systems Services	1,013	646	1,060	2,719
11 700-5040 Liability Insurance	3,180	970	0	4,149
12 700-5300 City Attorney	1,011	0	0	1,011
13 001-1800 City Attorney	0	0	530	530
15 001-1210 Economic Development	440	323	5,828	6,591
16 001-1500 Elections	52	0	2,649	2,701
17 001-2060 TV Government Access	172	323	0	496
19 001-2210 Dispatch	1,146	3,232	0	4,378
20 001-2300 Animal Control	359	0	0	359
21 001-2400 Fire	4,178	0	0	4,178
22 001-2700 Building & Safety	1,989	970	2,119	5,078
23 001-2740 Code Enforcement	416	1,293	1,060	2,768
24 001-2800 Planning	1,566	970	8,478	11,013
25 001-3000 Engineering	2,886	2,263	12,451	17,600
26 001-3600 Parks	896	2,263	4,239	7,398
27 001-4000 Recreation	1,251	4,849	0	6,099
28 001-4010 Aquatics	281	8,404	0	8,686
29 001-4020 Day Care	68	0	0	68
30 001-4050 Senior Center	163	1,939	0	2,102
31 001-5400 Community Enhancement	120	0	0	120
32 002 Developer Deposit Fund	275	0	0	275
33 005 SA Adminstration	10	0	0	10
34 100 Gas Tax Street	1,555	4,525	0	6,080
37 110 C.D.B.G.	12	0	0	12
38 111 Landscape Maintenance Assmt. D	255	646	0	902
39 132 Air Quality Improvement	3	0	0	3

Allocation Summary

Dept:1 001-1000 City Council

	Department	Council Support - Fiscal	Council Support - Personnel	Council Support- Agendas	Total
43	200 Special Donations	$16	$0	$0	$16
45	201-4050 Senior Center	4	0	0	4
46	201-4060 Senior Center Advisory Boar	6	0	0	6
48	203 Police Volunteer	1	0	0	1
62	451 Park Development	29	0	0	29
64	600 Airport	269	1,616	530	2,415
65	610 Transit Operations	0	0	3,709	3,709
66	610 5800 Fixed Route	1,693	5,818	0	7,511
67	610 5850 Dial-A-Ride	35	970	0	1,005
87	690 Refuse	656	1,616	1,060	3,332
89	700-5020 Workers Compensation	1,243	970	0	2,213
90	700-5030 Unemployment Insurance	92	646	0	738
92	761-3100 Account & Collection Service	1,661	3,232	0	4,894
93	761-3110 Meter Reading & Service	667	1,616	0	2,283
95	810 Successor Housing Agency	17	0	2,119	2,136
96	830 Debt Service	2	0	0	2
99	850 Successor Agency	0	0	2,119	2,119
Total		$96,434	$96,434	$96,434	$289,303

001-1200 City Manager
Nature and Extent of Services

The Office of the City Manager is responsible for the implementation and administration of goals, policies, procedures, and programs adopted by the City Council. This requires ongoing planning, organization, direction, and evaluation of the City's programs and resources. The City Manager's Office researches and prepares recommendations for consideration by the City Council on issues facing the City. The City Manager's Office is also responsible for the implementation of the City's Strategic Plan Goals and Objectives adopted by the City Council.

City Manager costs are distributed by the following functions:

City Mgr Support-Fiscal - Costs have been allocated based on total operating budget per department.

City Mgr Support-Personnel - Costs have been allocated based on number of FTE's per department.

A. Department Costs

Dept:2 001-1200 City Manager

Description		Amount	General Admin	City Mgr Support-Fiscal	City Mgr Support-Personnel
Personnel Costs					
Salaries	S1	353,766	0	176,883	176,883
Salary % Split			*.00%*	*50.00%*	*50.00%*
Benefits	S	229,989	0	114,995	114,995
Subtotal - Personnel Costs		583,755	0	291,878	291,878
Services & Supplies Cost					
ADVERTISING/PUBLISHING	S	2,000	0	1,000	1,000
PRINTING/BINDING	S	165	0	83	83
DUES/SUBSCRIPTIONS	S	3,575	0	1,788	1,788
POSTAGE/MAILING COSTS	S	250	0	125	125
TRAVEL/CONFERENCES	S	9,201	0	4,601	4,601
STAFF TRAINING	S	2,260	0	1,130	1,130
GENERAL EXPENSES	S	324	0	162	162
OVERTIME MEALS	S	315	0	158	158
VISION ALLOWANCE	S	575	0	288	288
TELEPHONE SVC	S	1,800	0	900	900
REPAIR/MAINT-SOFTWARE	S	4,192	0	2,096	2,096
PROFESSIONAL SERVICES	S	70,010	0	35,005	35,005
DEPARTMENTAL SUPPLIES	S	3,950	0	1,975	1,975
FOOD/MEALS COST	S	207	0	104	104
SUPPLIES & SERVICES	S	(470)	0	(235)	(235)
COMMUNITY PROMOTIONS	S	0	0	0	0
CITY MGR- OTHER FUNDS	S	0	0	0	0
(222) ARPA FUND	S	0	0	0	0
OFF FURN/EQUIP/FIXTURES	D	0	0	0	0
COMPUTER HARDWARE	D	0	0	0	0
COMPUTER SOFTWARE	D	0	0	0	0
INTERFUND SERVICE PYMTS	D	0	0	0	0
DEBT SERVICE	D	0	0	0	0

A. Department Costs

Dept:2 001-1200 City Manager

Description		Amount	General Admin	City Mgr Support-Fiscal	City Mgr Support-Personnel
CAPITAL EQUIPMENT	D	5,092	0	0	0
Subtotal - Services & Supplies		103,446	0	49,177	49,177
Department Cost Total		687,201	0	341,055	341,055
Adjustments to Cost					
OFF FURN/EQUIP/FIXTURES	D	0	0	0	0
COMPUTER HARDWARE	D	0	0	0	0
COMPUTER SOFTWARE	D	0	0	0	0
INTERFUND SERVICE PYMTS	D	0	0	0	0
DEBT SERVICE	D	0	0	0	0
CAPITAL EQUIPMENT	D	(5,092)	0	0	0
Subtotal - Adjustments		(5,092)	0	0	0
Total Costs After Adjustments		682,109	0	341,055	341,055
General Admin Distribution			0	0	0
Grand Total		$682,109		$341,055	$341,055

B. Incoming Costs - (Default Spread Salary%)

Dept:2 001-1200 City Manager

	Department	First Incoming	Second Incoming	City Mgr Support-Fiscal	City Mgr Support-Personnel
1	Council Support - Fiscal	$534	$261	$398	$398
1	Council Support - Personnel	432	215	323	323
1	Council Support-Agendas	3,540	1,759	2,649	2,649
	Subtotal - 001-1000 City Council	4,505	2,235	3,370	3,370
2	City Mgr Support-Fiscal	0	2,828	1,414	1,414
2	City Mgr Support-Personnel	0	2,289	1,144	1,144
	Subtotal - 001-1200 City Manager	0	5,117	2,559	2,559
3	HR Support	0	3,590	1,795	1,795
	Subtotal - 001-1300 Human Resources	0	3,590	1,795	1,795
4	City Clerk Support-Fiscal	0	218	109	109
4	City Clerk Support-Personnel	0	176	88	88
4	City Clerk Support-Agendas	0	4,528	2,264	2,264
4	City Clerk Support-Boards & Comm	0	9,062	4,531	4,531
	Subtotal - 001-1400 City Clerk	0	13,984	6,992	6,992
5	Budget	0	3,279	1,640	1,640
5	Gen'l Accounting	0	1,537	768	768
5	Payroll	0	1,636	818	818
5	Accounts Payable	0	2,136	1,068	1,068
5	Business License	0	2,676	1,338	1,338
5	AR (Non-Utility Billing)	0	1,818	909	909
	Subtotal - 001-1900 Fiscal Services	0	13,081	6,540	6,540
6	Purchasing A	0	2,869	1,434	1,434
6	Purchasing B	0	432	216	216
	Subtotal - 001-1910 Purchasing	0	3,301	1,650	1,650
7	City Hall	0	7,225	3,613	3,613
	Subtotal - 001-3200 Building Maintenar	0	7,225	3,613	3,613
8	Central Services- Fiscal	0	4,907	2,454	2,454
8	Central Services- Personnel	0	3,971	1,985	1,985

B. Incoming Costs - (Default Spread Salary%)

Dept:2 001-1200 City Manager

	Department	First Incoming	Second Incoming	City Mgr Support-Fiscal	City Mgr Support-Personnel
	Subtotal - 001-4500 Central Services	$0	$8,878	$4,439	$4,439
10	Info Services Support	0	21,373	10,687	10,687
10	Phone Support	0	6,382	3,191	3,191
10	Security	0	8,176	4,088	4,088
	Subtotal - 703 Information Systems Se	0	35,932	17,966	17,966
12	Attorney Support	0	46,470	23,235	23,235
	Subtotal - 700-5300 City Attorney	0	46,470	23,235	23,235
Total Incoming		4,505	139,813	72,159	72,159
C. Total Allocated			$826,427	$413,213	$413,213
				50.00%	50.00%

City Mgr Support-Fiscal Allocations

Dept:2 001-1200 City Manager

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	2,902,177	3.51%	$12,034	$0	$12,034	$2,477	$14,511
(73) 67X Electric Operations Fund	30,157,589	36.43%	125,052	0	125,052	25,736	150,788
(68) 66X Water Operations Fund	7,396,954	8.93%	30,672	0	30,672	6,313	36,985
(57) 420 Traffic Control	1,073	0.00%	4	0	4	1	5
(49) 3XX Agency Funds	4,168	0.01%	17	0	17	4	21
(18) 001 Police	10,348,695	12.50%	42,912	0	42,912	8,832	51,744
1 001-1000 City Council	194,327	0.23%	806	0	806	0	806
2 001-1200 City Manager	682,109	0.82%	2,828	0	2,828	0	2,828
3 001-1300 Human Resources	528,626	0.64%	2,192	0	2,192	451	2,643
4 001-1400 City Clerk	158,480	0.19%	657	0	657	135	792
5 001-1900 Fiscal Services	1,584,322	1.91%	6,570	0	6,570	1,352	7,922
6 001-1910 Purchasing	339,414	0.41%	1,407	0	1,407	290	1,697
7 001-3200 Building Maintenance	760,500	0.92%	3,154	0	3,154	649	3,803
8 001-4500 Central Services	358,755	0.43%	1,488	0	1,488	306	1,794
9 702 Fleet Maintenance	1,906,839	2.30%	7,907	0	7,907	1,627	9,534
10 703 Information Systems Services	869,038	1.05%	3,604	0	3,604	742	4,345
11 700-5040 Liability Insurance	2,727,749	3.29%	11,311	0	11,311	2,328	13,639
12 700-5300 City Attorney	867,414	1.05%	3,597	0	3,597	740	4,337
15 001-1210 Economic Development	377,388	0.46%	1,565	0	1,565	322	1,887
16 001-1500 Elections	44,500	0.05%	185	0	185	38	223
17 001-2060 TV Government Access	147,793	0.18%	613	0	613	126	739
19 001-2210 Dispatch	982,865	1.19%	4,076	0	4,076	839	4,914
20 001-2300 Animal Control	308,056	0.37%	1,277	0	1,277	263	1,540
21 001-2400 Fire	3,584,207	4.33%	14,862	0	14,862	3,059	17,921
22 001-2700 Building & Safety	1,706,314	2.06%	7,075	0	7,075	1,456	8,532
23 001-2740 Code Enforcement	356,510	0.43%	1,478	0	1,478	304	1,783
24 001-2800 Planning	1,343,064	1.62%	5,569	0	5,569	1,146	6,715
25 001-3000 Engineering	2,475,703	2.99%	10,266	0	10,266	2,113	12,379
26 001-3600 Parks	768,983	0.93%	3,189	0	3,189	656	3,845
27 001-4000 Recreation	1,072,878	1.30%	4,449	0	4,449	916	5,364
28 001-4010 Aquatics	241,463	0.29%	1,001	0	1,001	206	1,207
29 001-4020 Day Care	58,486	0.07%	243	0	243	50	292
30 001-4050 Senior Center	139,609	0.17%	579	0	579	119	698
31 001-5400 Community Enhancement	102,900	0.12%	427	0	427	88	515
32 002 Developer Deposit Fund	235,497	0.28%	977	0	977	201	1,177
33 005 SA Adminstration	8,935	0.01%	37	0	37	8	45
34 100 Gas Tax Street	1,333,621	1.61%	5,530	0	5,530	1,138	6,668
37 110 C.D.B.G.	10,000	0.01%	41	0	41	9	50
38 111 Landscape Maintenance Assmt. D	218,936	0.26%	908	0	908	187	1,095
39 132 Air Quality Improvement	3,000	0.00%	12	0	12	3	15
43 200 Special Donations	13,707	0.02%	57	0	57	12	69
45 201-4050 Senior Center	3,075	0.00%	13	0	13	3	15

City Mgr Support-Fiscal Allocations

Dept:2 001-1200 City Manager

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
46	201-4060 Senior Center Advisory Boar	5,300	0.01%	$22	$0	$22	$5	$27
48	203 Police Volunteer	787	0.00%	3	0	3	1	4
62	451 Park Development	25,000	0.03%	104	0	104	21	125
64	600 Airport	231,145	0.28%	958	0	958	197	1,156
66	610 5800 Fixed Route	1,452,528	1.75%	6,023	0	6,023	1,240	7,263
67	610 5850 Dial-A-Ride	29,983	0.04%	124	0	124	26	150
87	690 Refuse	563,178	0.68%	2,335	0	2,335	481	2,816
89	700-5020 Workers Compensation	1,066,550	1.29%	4,423	0	4,423	910	5,333
90	700-5030 Unemployment Insurance	78,683	0.10%	326	0	326	67	393
92	761-3100 Account & Collection Service	1,425,078	1.72%	5,909	0	5,909	1,216	7,125
93	761-3110 Meter Reading & Service	571,833	0.69%	2,371	0	2,371	488	2,859
95	810 Successor Housing Agency	14,443	0.02%	60	0	60	12	72
96	830 Debt Service	1,750	0.00%	7	0	7	1	9
Subtotal		82,791,977	100.00%	343,307	0	343,307	69,906	413,213
Direct Bills						0		0
Total						$343,307		$413,213

Basis Units: Total Operating Budget per department
Source:

City Mgr Support-Personnel Allocations

Dept:2 001-1200 City Manager

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	14	4.67%	$16,021	$0	$16,021	$3,340	$19,361
(73)	67X Electric Operations Fund	31	10.33%	35,475	0	35,475	7,396	42,871
(68)	66X Water Operations Fund	24	8.00%	27,465	0	27,465	5,726	33,191
(18)	001 Police	38	12.67%	43,486	0	43,486	9,066	52,552
1	001-1000 City Council	5	1.67%	5,722	0	5,722	0	5,722
2	001-1200 City Manager	2	0.67%	2,289	0	2,289	0	2,289
3	001-1300 Human Resources	3	1.00%	3,433	0	3,433	716	4,149
4	001-1400 City Clerk	2	0.67%	2,289	0	2,289	477	2,766
5	001-1900 Fiscal Services	10	3.33%	11,444	0	11,444	2,386	13,829
6	001-1910 Purchasing	3	1.00%	3,433	0	3,433	716	4,149
7	001-3200 Building Maintenance	6	2.00%	6,866	0	6,866	1,432	8,298
9	702 Fleet Maintenance	7	2.33%	8,010	0	8,010	1,670	9,681
10	703 Information Systems Services	2	0.67%	2,289	0	2,289	477	2,766
11	700-5040 Liability Insurance	3	1.00%	3,433	0	3,433	716	4,149
15	001-1210 Economic Development	1	0.33%	1,144	0	1,144	239	1,383
17	001-2060 TV Government Access	1	0.33%	1,144	0	1,144	239	1,383
19	001-2210 Dispatch	10	3.33%	11,444	0	11,444	2,386	13,829
22	001-2700 Building & Safety	3	1.00%	3,433	0	3,433	716	4,149
23	001-2740 Code Enforcement	4	1.33%	4,577	0	4,577	954	5,532
24	001-2800 Planning	3	1.00%	3,433	0	3,433	716	4,149
25	001-3000 Engineering	7	2.33%	8,010	0	8,010	1,670	9,681
26	001-3600 Parks	7	2.33%	8,010	0	8,010	1,670	9,681
27	001-4000 Recreation	15	5.00%	17,165	0	17,165	3,579	20,744
28	001-4010 Aquatics	26	8.67%	29,753	0	29,753	6,203	35,957
30	001-4050 Senior Center	6	2.00%	6,866	0	6,866	1,432	8,298
34	100 Gas Tax Street	14	4.67%	16,021	0	16,021	3,340	19,361
38	111 Landscape Maintenance Assmt. D	2	0.67%	2,289	0	2,289	477	2,766
64	600 Airport	5	1.67%	5,722	0	5,722	1,193	6,915
66	610 5800 Fixed Route	18	6.00%	20,598	0	20,598	4,295	24,893
67	610 5850 Dial-A-Ride	3	1.00%	3,433	0	3,433	716	4,149
87	690 Refuse	5	1.67%	5,722	0	5,722	1,193	6,915
89	700-5020 Workers Compensation	3	1.00%	3,433	0	3,433	716	4,149
90	700-5030 Unemployment Insurance	2	0.67%	2,289	0	2,289	477	2,766
92	761-3100 Account & Collection Service	10	3.33%	11,444	0	11,444	2,386	13,829
93	761-3110 Meter Reading & Service	5	1.67%	5,722	0	5,722	1,193	6,915

City Mgr Support-Personnel Allocations

Dept:2 001-1200 City Manager

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	300	100.00%	343,307	0	343,307	69,906	413,213
Direct Bills					0		0
Total					$343,307		$413,213

Basis Units: Number of FTE's per department
Source:

Allocation Summary

Dept:2 001-1200 City Manager

	Department	City Mgr Support-Fiscal	City Mgr Support-Personnel	Total
(81)	68X Wastewater Operations Fund	$14,511	$19,361	$33,872
(73)	67X Electric Operations Fund	150,788	42,871	193,660
(68)	66X Water Operations Fund	36,985	33,191	70,176
(57)	420 Traffic Control	5	0	5
(49)	3XX Agency Funds	21	0	21
(18)	001 Police	51,744	52,552	104,296
1	001-1000 City Council	806	5,722	6,528
2	001-1200 City Manager	2,828	2,289	5,117
3	001-1300 Human Resources	2,643	4,149	6,792
4	001-1400 City Clerk	792	2,766	3,558
5	001-1900 Fiscal Services	7,922	13,829	21,751
6	001-1910 Purchasing	1,697	4,149	5,846
7	001-3200 Building Maintenance	3,803	8,298	12,100
8	001-4500 Central Services	1,794	0	1,794
9	702 Fleet Maintenance	9,534	9,681	19,215
10	703 Information Systems Services	4,345	2,766	7,111
11	700-5040 Liability Insurance	13,639	4,149	17,788
12	700-5300 City Attorney	4,337	0	4,337
15	001-1210 Economic Development	1,887	1,383	3,270
16	001-1500 Elections	223	0	223
17	001-2060 TV Government Access	739	1,383	2,122
19	001-2210 Dispatch	4,914	13,829	18,744
20	001-2300 Animal Control	1,540	0	1,540
21	001-2400 Fire	17,921	0	17,921
22	001-2700 Building & Safety	8,532	4,149	12,680
23	001-2740 Code Enforcement	1,783	5,532	7,314
24	001-2800 Planning	6,715	4,149	10,864
25	001-3000 Engineering	12,379	9,681	22,059
26	001-3600 Parks	3,845	9,681	13,526
27	001-4000 Recreation	5,364	20,744	26,109
28	001-4010 Aquatics	1,207	35,957	37,164
29	001-4020 Day Care	292	0	292
30	001-4050 Senior Center	698	8,298	8,996
31	001-5400 Community Enhancement	515	0	515
32	002 Developer Deposit Fund	1,177	0	1,177
33	005 SA Adminstration	45	0	45
34	100 Gas Tax Street	6,668	19,361	26,029
37	110 C.D.B.G.	50	0	50
38	111 Landscape Maintenance Assmt. D	1,095	2,766	3,861
39	132 Air Quality Improvement	15	0	15
43	200 Special Donations	69	0	69

Allocation Summary

Dept:2 001-1200 City Manager

	Department	City Mgr Support-Fiscal	City Mgr Support-Personnel	Total
45	201-4050 Senior Center	$15	$0	$15
46	201-4060 Senior Center Advisory Boar	27	0	27
48	203 Police Volunteer	4	0	4
62	451 Park Development	125	0	125
64	600 Airport	1,156	6,915	8,070
66	610 5800 Fixed Route	7,263	24,893	32,156
67	610 5850 Dial-A-Ride	150	4,149	4,299
87	690 Refuse	2,816	6,915	9,731
89	700-5020 Workers Compensation	5,333	4,149	9,482
90	700-5030 Unemployment Insurance	393	2,766	3,159
92	761-3100 Account & Collection Service	7,125	13,829	20,955
93	761-3110 Meter Reading & Service	2,859	6,915	9,774
95	810 Successor Housing Agency	72	0	72
96	830 Debt Service	9	0	9
Total		$413,213	$413,213	$826,427

001-1300 Human Resources
Nature and Extent of Services

The Human Resources Department is comprised of 4 divisions offering a variety of services to the general public, city departments and city staff in order to promote the health, well-being, safety, economic and career growth of its many talented and hard-working employees.

Human Resources costs are distributed by the following function:

HR Support - Costs have been allocated based on number of FTE's per department.

A. Department Costs

Dept:3 001-1300 Human Resources

Description		Amount	General Admin	HR Support
Personnel Costs				
Salaries	S1	116,215	0	116,215
Salary % Split			*.00%*	*100.00%*
Benefits	S	63,467	0	63,467
Subtotal - Personnel Costs		179,682	0	179,682
Services & Supplies Cost				
ADVERTISING/PUBLISHING	S	4,835	0	4,835
PRINTING/BINDING	S	165	0	165
DEPARTMENTAL SUPPLIES	S	0	0	0
DUES/SUBSCRIPTIONS	S	2,000	0	2,000
POSTAGE/MAILING COSTS	S	300	0	300
TRAVEL/CONFERENCES	S	4,500	0	4,500
STAFF TRAINING	S	2,500	0	2,500
MILEAGE REIMB	S	1,000	0	1,000
OVERTIME MEALS	S	48	0	48
TUITION/BOOKS REIMBURSEMENT	S	4,000	0	4,000
VISION ALLOWANCE	S	527	0	527
TELEPHONE SVC	S	420	0	420
FINES/ASSESSMENTS	S	0	0	0
REPAIR/MAINT-EQUIP & SOFTWARI	S	34,791	0	34,791
PERSONNEL TEST COSTS	S	0	0	0
PROFESSIONAL SERVICES	S	214,605	0	214,605
SAFETY & EOC OPERATIONS	S	0	0	0
MEDICAL/PHYSICAL EXAMS	S	16,324	0	16,324
DEPARTMENTAL SUPPLIES	S	4,000	0	4,000
HOLIDAY LUNCHEON	S	7,000	0	7,000
SPECIAL EMPLOYEE PROGRAMS	S	0	0	0
SUPPLIES & SERVICES	S	51,929	0	51,929
DEBT SERVICE	D	0	0	0

A. Department Costs

Dept:3 001-1300 Human Resources

Description		Amount	General Admin	HR Support
CONTRA EXPENDITURE	D	0	0	0
CAPITAL EQUIPMENT	D	7,000	0	0
Subtotal - Services & Supplies		355,944	0	348,944
Department Cost Total		535,626	0	528,626
Adjustments to Cost				
DEBT SERVICE	D	0	0	0
CONTRA EXPENDITURE	D	0	0	0
CAPITAL EQUIPMENT	D	(7,000)	0	0
Subtotal - Adjustments		(7,000)	0	0
Total Costs After Adjustments		528,626	0	528,626
General Admin Distribution			0	0
Grand Total		$528,626		$528,626

B. Incoming Costs - (Default Spread Salary%)

Dept:3 001-1300 Human Resources

	Department	First Incoming	Second Incoming	HR Support
1	Council Support - Fiscal	$414	$203	$616
1	Council Support - Personnel	648	322	970
1	Council Support-Agendas	3,186	1,583	4,769
	Subtotal - 001-1000 City Council	4,247	2,107	6,355
2	City Mgr Support-Fiscal	2,192	451	2,643
2	City Mgr Support-Personnel	3,433	716	4,149
	Subtotal - 001-1200 City Manager	5,625	1,167	6,792
3	HR Support	0	5,385	5,385
	Subtotal - 001-1300 Human Resources	0	5,385	5,385
4	City Clerk Support-Fiscal	0	169	169
4	City Clerk Support-Personnel	0	264	264
4	City Clerk Support-Agendas	0	4,075	4,075
	Subtotal - 001-1400 City Clerk	0	4,508	4,508
5	Budget	0	2,541	2,541
5	Gen'l Accounting	0	817	817
5	Payroll	0	2,454	2,454
5	Accounts Payable	0	3,021	3,021
5	Business License	0	2,074	2,074
5	AR (Non-Utility Billing)	0	1,643	1,643
	Subtotal - 001-1900 Fiscal Services	0	12,549	12,549
6	Purchasing A	0	1,195	1,195
6	Purchasing B	0	118	118
	Subtotal - 001-1910 Purchasing	0	1,313	1,313
7	City Hall	0	5,419	5,419
	Subtotal - 001-3200 Building Maintenar	0	5,419	5,419
8	Central Services- Fiscal	0	3,803	3,803
8	Central Services- Personnel	0	5,956	5,956
	Subtotal - 001-4500 Central Services	0	9,759	9,759
10	Info Services Support	0	12,213	12,213

B. Incoming Costs - (Default Spread Salary%)

Dept:3 001-1300 Human Resources

	Department	First Incoming	Second Incoming	HR Support
10	Phone Support	$0	$2,659	$2,659
10	Security	0	6,132	6,132
	Subtotal - 703 Information Systems Se	0	21,005	21,005
12	Attorney Support	0	4,732	4,732
	Subtotal - 700-5300 City Attorney	0	4,732	4,732
Total Incoming		9,872	67,944	77,816
C. Total Allocated			$606,442	$606,442
				100.00%

HR Support Allocations

Dept:3 001-1300 Human Resources

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	14	4.67%	$25,130	$0	$25,130	$3,280	$28,410
(73)	67X Electric Operations Fund	31	10.33%	55,645	0	55,645	7,263	62,908
(68)	66X Water Operations Fund	24	8.00%	43,080	0	43,080	5,623	48,703
(18)	001 Police	38	12.67%	68,210	0	68,210	8,903	77,113
1	001-1000 City Council	5	1.67%	8,975	0	8,975	0	8,975
2	001-1200 City Manager	2	0.67%	3,590	0	3,590	0	3,590
3	001-1300 Human Resources	3	1.00%	5,385	0	5,385	0	5,385
4	001-1400 City Clerk	2	0.67%	3,590	0	3,590	469	4,059
5	001-1900 Fiscal Services	10	3.33%	17,950	0	17,950	2,343	20,293
6	001-1910 Purchasing	3	1.00%	5,385	0	5,385	703	6,088
7	001-3200 Building Maintenance	6	2.00%	10,770	0	10,770	1,406	12,176
9	702 Fleet Maintenance	7	2.33%	12,565	0	12,565	1,640	14,205
10	703 Information Systems Services	2	0.67%	3,590	0	3,590	469	4,059
11	700-5040 Liability Insurance	3	1.00%	5,385	0	5,385	703	6,088
15	001-1210 Economic Development	1	0.33%	1,795	0	1,795	234	2,029
17	001-2060 TV Government Access	1	0.33%	1,795	0	1,795	234	2,029
19	001-2210 Dispatch	10	3.33%	17,950	0	17,950	2,343	20,293
22	001-2700 Building & Safety	3	1.00%	5,385	0	5,385	703	6,088
23	001-2740 Code Enforcement	4	1.33%	7,180	0	7,180	937	8,117
24	001-2800 Planning	3	1.00%	5,385	0	5,385	703	6,088
25	001-3000 Engineering	7	2.33%	12,565	0	12,565	1,640	14,205
26	001-3600 Parks	7	2.33%	12,565	0	12,565	1,640	14,205
27	001-4000 Recreation	15	5.00%	26,925	0	26,925	3,514	30,439
28	001-4010 Aquatics	26	8.67%	46,670	0	46,670	6,092	52,761
30	001-4050 Senior Center	6	2.00%	10,770	0	10,770	1,406	12,176
34	100 Gas Tax Street	14	4.67%	25,130	0	25,130	3,280	28,410
38	111 Landscape Maintenance Assmt. D	2	0.67%	3,590	0	3,590	469	4,059
64	600 Airport	5	1.67%	8,975	0	8,975	1,171	10,146
66	610 5800 Fixed Route	18	6.00%	32,310	0	32,310	4,217	36,527
67	610 5850 Dial-A-Ride	3	1.00%	5,385	0	5,385	703	6,088
87	690 Refuse	5	1.67%	8,975	0	8,975	1,171	10,146
89	700-5020 Workers Compensation	3	1.00%	5,385	0	5,385	703	6,088
90	700-5030 Unemployment Insurance	2	0.67%	3,590	0	3,590	469	4,059
92	761-3100 Account & Collection Service	10	3.33%	17,950	0	17,950	2,343	20,293
93	761-3110 Meter Reading & Service	5	1.67%	8,975	0	8,975	1,171	10,146

HR Support Allocations

Dept:3 001-1300 Human Resources

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	300	100.00%	538,498	0	538,498	67,944	606,442
Direct Bills					0		0
Total					$538,498		$606,442

Basis Units: Number of FTE's per department
Source:

Allocation Summary

Dept:3 001-1300 Human Resources

	Department	HR Support	Total
(81)	68X Wastewater Operations Fund	$28,410	$28,410
(73)	67X Electric Operations Fund	62,908	62,908
(68)	66X Water Operations Fund	48,703	48,703
(18)	001 Police	77,113	77,113
1	001-1000 City Council	8,975	8,975
2	001-1200 City Manager	3,590	3,590
3	001-1300 Human Resources	5,385	5,385
4	001-1400 City Clerk	4,059	4,059
5	001-1900 Fiscal Services	20,293	20,293
6	001-1910 Purchasing	6,088	6,088
7	001-3200 Building Maintenance	12,176	12,176
9	702 Fleet Maintenance	14,205	14,205
10	703 Information Systems Services	4,059	4,059
11	700-5040 Liability Insurance	6,088	6,088
15	001-1210 Economic Development	2,029	2,029
17	001-2060 TV Government Access	2,029	2,029
19	001-2210 Dispatch	20,293	20,293
22	001-2700 Building & Safety	6,088	6,088
23	001-2740 Code Enforcement	8,117	8,117
24	001-2800 Planning	6,088	6,088
25	001-3000 Engineering	14,205	14,205
26	001-3600 Parks	14,205	14,205
27	001-4000 Recreation	30,439	30,439
28	001-4010 Aquatics	52,761	52,761
30	001-4050 Senior Center	12,176	12,176
34	100 Gas Tax Street	28,410	28,410
38	111 Landscape Maintenance Assmt. D	4,059	4,059
64	600 Airport	10,146	10,146
66	610 5800 Fixed Route	36,527	36,527
67	610 5850 Dial-A-Ride	6,088	6,088
87	690 Refuse	10,146	10,146
89	700-5020 Workers Compensation	6,088	6,088
90	700-5030 Unemployment Insurance	4,059	4,059
92	761-3100 Account & Collection Service	20,293	20,293
93	761-3110 Meter Reading & Service	10,146	10,146
Total		$606,442	$606,442

001-1400 City Clerk
Nature and Extent of Services

The City Clerk Department provides Legislative Services, Records Management, and Election Services in compliance with State and municipal requirements. The City Clerk ensures that all documents certifying City Council actions are preserved and maintained as the official records and are accessible to the public. The City Clerk also compiles the City Council Meeting Agenda, verifies that legal notices have been posted and/or published, and maintains indexes of Minutes, Ordinances, and Resolutions adopted by the legislative body.

City Clerk costs are distributed by the following functions:

City Clerk Support-Fiscal - Costs have been allocated based on total operating budget per department.

City Clerk Support-Personnel - Costs have been allocated based on number of FTE's per department.

City Clerk Support-Agendas - Costs have been allocated based on number of agendas per department.

City Clerk Support-Boards & Comm - Costs have been allocated based on the number of Boards & Commissions per department in charge.

Elections - Costs for this function are not allocated.

A. Department Costs

Dept:4 001-1400 City Clerk

Description		Amount	General Admin	City Clerk Support-Fiscal	City Clerk Support-Personnel	City Clerk Support-Agendas	City Clerk Support-Boards &	Elections
Personnel Costs								
Salaries	S1	80,900	0	12,887	12,887	40,399	14,728	0
Salary % Split			*.00%*	*15.93%*	*15.93%*	*49.94%*	*18.20%*	*.00%*
Benefits	S	58,350	0	9,295	9,295	29,138	10,623	0
Subtotal - Personnel Costs		139,250	0	22,182	22,182	69,537	25,350	0
Services & Supplies Cost								
ADVERTISING/PUBLISHING	S	800	0	127	127	399	146	0
PRINTING/BINDING	S	50	0	8	8	25	9	0
DUES/SUBSCRIPTIONS	S	600	0	96	96	300	109	0
POSTAGE/MAILING COSTS	S	250	0	40	40	125	46	0
TRAVEL/CONFERENCES	S	1,000	0	159	159	499	182	0
STAFF TRAINING	S	3,800	0	605	605	1,898	692	0
MISC CONTRACT SVC	S	500	0	80	80	250	91	0
OVERTIME MEALS	S	360	0	57	57	180	66	0
VISION ALLOWANCE	S	250	0	40	40	125	46	0
TELEPHONE SVC	S	520	0	83	83	260	95	0
ORDINANCE CODIFICATION SV	S	6,000	0	956	956	2,996	1,092	0
DEPARTMENTAL SUPPLIES	S	5,100	0	812	812	2,547	928	0
COMPUTER HARDWARE	D	0	0	0	0	0	0	0
COMPUTER SOFTWARE	D	0	0	0	0	0	0	0
CAPITAL EQUIPMENT	D	8,100	0	0	0	0	0	0
Subtotal - Services & Supplies		27,330	0	3,063	3,063	9,603	3,501	0
Department Cost Total		166,580	0	25,245	25,245	79,139	28,851	0
Adjustments to Cost								
COMPUTER HARDWARE	D	0	0	0	0	0	0	0
COMPUTER SOFTWARE	D	0	0	0	0	0	0	0
CAPITAL EQUIPMENT	D	(8,100)	0	0	0	0	0	0

A. Department Costs

Dept:4 001-1400 City Clerk

Description	Amount	General Admin	City Clerk Support-Fiscal	City Clerk Support-Personnel	City Clerk Support-Agendas	City Clerk Support-Boards &	Elections
Subtotal - Adjustments	(8,100)	0	0	0	0	0	0
Total Costs After Adjustments	158,480	0	25,245	25,245	79,139	28,851	0
General Admin Distribution		0	0	0	0	0	0
Grand Total	$158,480		$25,245	$25,245	$79,139	$28,851	$0
							not allocated

B. Incoming Costs - (Default Spread Salary%)

Dept:4 001-1400 City Clerk

	Department	First Incoming	Second Incoming	City Clerk Support-Fiscal	City Clerk Support-Personnel	City Clerk Support-Agendas	City Clerk Support-Boards &	Elections
1	Council Support - Fiscal	$124	$61	$29	$29	$92	$34	$0
1	Council Support - Personnel	432	215	103	103	323	118	0
1	Council Support-Agendas	354	176	84	84	265	96	0
	Subtotal - 001-1000 City Council	910	451	217	217	680	248	0
2	City Mgr Support-Fiscal	657	135	126	126	396	144	0
2	City Mgr Support-Personnel	2,289	477	441	441	1,381	504	0
	Subtotal - 001-1200 City Manager	2,946	612	567	567	1,777	648	0
3	HR Support	3,590	469	647	647	2,027	739	0
	Subtotal - 001-1300 Human Resources	3,590	469	647	647	2,027	739	0
4	City Clerk Support-Fiscal	0	51	8	8	25	9	0
4	City Clerk Support-Personnel	0	176	28	28	88	32	0
4	City Clerk Support-Agendas	0	453	72	72	226	82	0
	Subtotal - 001-1400 City Clerk	0	680	108	108	339	124	0
5	Budget	0	762	121	121	380	139	0
5	Gen'l Accounting	0	1,074	171	171	536	196	0
5	Payroll	0	1,636	261	261	817	298	0
5	Accounts Payable	0	1,094	174	174	546	199	0
5	Business License	0	622	99	99	310	113	0
5	AR (Non-Utility Billing)	0	1,292	206	206	645	235	0
	Subtotal - 001-1900 Fiscal Services	0	6,479	1,032	1,032	3,235	1,179	0
6	Purchasing A	0	2,083	332	332	1,040	379	0
6	Purchasing B	0	215	34	34	107	39	0
	Subtotal - 001-1910 Purchasing	0	2,298	366	366	1,148	418	0
7	City Hall	0	3,613	575	575	1,804	658	0
	Subtotal - 001-3200 Building Maintenar	0	3,613	575	575	1,804	658	0
8	Central Services- Fiscal	0	1,140	182	182	569	208	0
8	Central Services- Personnel	0	3,971	633	633	1,983	723	0
	Subtotal - 001-4500 Central Services	0	5,111	814	814	2,552	930	0
10	Info Services Support	0	3,053	486	486	1,525	556	0

B. Incoming Costs - (Default Spread Salary%)

Dept:4 001-1400 City Clerk

	Department	First Incoming	Second Incoming	City Clerk Support-Fiscal	City Clerk Support-Personnel	City Clerk Support-Agendas	City Clerk Support-Boards &	Elections
10	Phone Support	$0	$1,064	$169	$169	$531	$194	$0
10	Security	0	4,088	651	651	2,041	744	0
	Subtotal - 703 Information Systems Se	0	8,205	1,307	1,307	4,097	1,494	0
12	Attorney Support	0	55,080	8,774	8,774	27,505	10,027	0
	Subtotal - 700-5300 City Attorney	0	55,080	8,774	8,774	27,505	10,027	0
Total Incoming		7,446	82,998	14,407	14,407	45,164	16,465	0
C. Total Allocated			$248,923	$39,652	$39,652	$124,304	$45,316	$0
				15.93%	15.93%	49.94%	18.20%	

City Clerk Support-Fiscal Allocations

Dept:4 001-1400 City Clerk

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	2,902,177	3.51%	$927	$0	$927	$472	$1,399
(73) 67X Electric Operations Fund	30,157,589	36.43%	9,628	0	9,628	4,909	14,536
(68) 66X Water Operations Fund	7,396,954	8.93%	2,361	0	2,361	1,204	3,565
(57) 420 Traffic Control	1,073	0.00%	0	0	0	0	1
(49) 3XX Agency Funds	4,168	0.01%	1	0	1	1	2
(18) 001 Police	10,348,695	12.50%	3,304	0	3,304	1,684	4,988
1 001-1000 City Council	194,327	0.23%	62	0	62	0	62
2 001-1200 City Manager	682,109	0.82%	218	0	218	0	218
3 001-1300 Human Resources	528,626	0.64%	169	0	169	0	169
4 001-1400 City Clerk	158,480	0.19%	51	0	51	0	51
5 001-1900 Fiscal Services	1,584,322	1.91%	506	0	506	258	764
6 001-1910 Purchasing	339,414	0.41%	108	0	108	55	164
7 001-3200 Building Maintenance	760,500	0.92%	243	0	243	124	367
8 001-4500 Central Services	358,755	0.43%	115	0	115	58	173
9 702 Fleet Maintenance	1,906,839	2.30%	609	0	609	310	919
10 703 Information Systems Services	869,038	1.05%	277	0	277	141	419
11 700-5040 Liability Insurance	2,727,749	3.29%	871	0	871	444	1,315
12 700-5300 City Attorney	867,414	1.05%	277	0	277	141	418
15 001-1210 Economic Development	377,388	0.46%	120	0	120	61	182
16 001-1500 Elections	44,500	0.05%	14	0	14	7	21
17 001-2060 TV Government Access	147,793	0.18%	47	0	47	24	71
19 001-2210 Dispatch	982,865	1.19%	314	0	314	160	474
20 001-2300 Animal Control	308,056	0.37%	98	0	98	50	148
21 001-2400 Fire	3,584,207	4.33%	1,144	0	1,144	583	1,728
22 001-2700 Building & Safety	1,706,314	2.06%	545	0	545	278	822
23 001-2740 Code Enforcement	356,510	0.43%	114	0	114	58	172
24 001-2800 Planning	1,343,064	1.62%	429	0	429	219	647
25 001-3000 Engineering	2,475,703	2.99%	790	0	790	403	1,193
26 001-3600 Parks	768,983	0.93%	245	0	245	125	371
27 001-4000 Recreation	1,072,878	1.30%	343	0	343	175	517
28 001-4010 Aquatics	241,463	0.29%	77	0	77	39	116
29 001-4020 Day Care	58,486	0.07%	19	0	19	10	28
30 001-4050 Senior Center	139,609	0.17%	45	0	45	23	67
31 001-5400 Community Enhancement	102,900	0.12%	33	0	33	17	50
32 002 Developer Deposit Fund	235,497	0.28%	75	0	75	38	114
33 005 SA Adminstration	8,935	0.01%	3	0	3	1	4
34 100 Gas Tax Street	1,333,621	1.61%	426	0	426	217	643
37 110 C.D.B.G.	10,000	0.01%	3	0	3	2	5
38 111 Landscape Maintenance Assmt. D	218,936	0.26%	70	0	70	36	106
39 132 Air Quality Improvement	3,000	0.00%	1	0	1	0	1
43 200 Special Donations	13,707	0.02%	4	0	4	2	7
45 201-4050 Senior Center	3,075	0.00%	1	0	1	1	1

City Clerk Support-Fiscal Allocations **Dept:4 001-1400 City Clerk**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
46	201-4060 Senior Center Advisory Boar	5,300	0.01%	$2	$0	$2	$1	$3
48	203 Police Volunteer	787	0.00%	0	0	0	0	0
62	451 Park Development	25,000	0.03%	8	0	8	4	12
64	600 Airport	231,145	0.28%	74	0	74	38	111
66	610 5800 Fixed Route	1,452,528	1.75%	464	0	464	236	700
67	610 5850 Dial-A-Ride	29,983	0.04%	10	0	10	5	14
87	690 Refuse	563,178	0.68%	180	0	180	92	271
89	700-5020 Workers Compensation	1,066,550	1.29%	340	0	340	174	514
90	700-5030 Unemployment Insurance	78,683	0.10%	25	0	25	13	38
92	761-3100 Account & Collection Service	1,425,078	1.72%	455	0	455	232	687
93	761-3110 Meter Reading & Service	571,833	0.69%	183	0	183	93	276
95	810 Successor Housing Agency	14,443	0.02%	5	0	5	2	7
96	830 Debt Service	1,750	0.00%	1	0	1	0	1
Subtotal		82,791,977	100.00%	26,431	0	26,431	13,221	39,652
Direct Bills						0		0
Total						$26,431		$39,652

Basis Units: Total Operating Budget per department
Source:

City Clerk Support-Personnel Allocations **Dept:4 001-1400 City Clerk**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	14	4.67%	$1,233	$0	$1,233	$643	$1,876
(73)	67X Electric Operations Fund	31	10.33%	2,731	0	2,731	1,423	4,154
(68)	66X Water Operations Fund	24	8.00%	2,114	0	2,114	1,102	3,216
(18)	001 Police	38	12.67%	3,348	0	3,348	1,744	5,092
1	001-1000 City Council	5	1.67%	441	0	441	0	441
2	001-1200 City Manager	2	0.67%	176	0	176	0	176
3	001-1300 Human Resources	3	1.00%	264	0	264	0	264
4	001-1400 City Clerk	2	0.67%	176	0	176	0	176
5	001-1900 Fiscal Services	10	3.33%	881	0	881	459	1,340
6	001-1910 Purchasing	3	1.00%	264	0	264	138	402
7	001-3200 Building Maintenance	6	2.00%	529	0	529	275	804
9	702 Fleet Maintenance	7	2.33%	617	0	617	321	938
10	703 Information Systems Services	2	0.67%	176	0	176	92	268
11	700-5040 Liability Insurance	3	1.00%	264	0	264	138	402
15	001-1210 Economic Development	1	0.33%	88	0	88	46	134
17	001-2060 TV Government Access	1	0.33%	88	0	88	46	134
19	001-2210 Dispatch	10	3.33%	881	0	881	459	1,340
22	001-2700 Building & Safety	3	1.00%	264	0	264	138	402
23	001-2740 Code Enforcement	4	1.33%	352	0	352	184	536
24	001-2800 Planning	3	1.00%	264	0	264	138	402
25	001-3000 Engineering	7	2.33%	617	0	617	321	938
26	001-3600 Parks	7	2.33%	617	0	617	321	938
27	001-4000 Recreation	15	5.00%	1,322	0	1,322	689	2,010
28	001-4010 Aquatics	26	8.67%	2,291	0	2,291	1,194	3,484
30	001-4050 Senior Center	6	2.00%	529	0	529	275	804
34	100 Gas Tax Street	14	4.67%	1,233	0	1,233	643	1,876
38	111 Landscape Maintenance Assmt. D	2	0.67%	176	0	176	92	268
64	600 Airport	5	1.67%	441	0	441	230	670
66	610 5800 Fixed Route	18	6.00%	1,586	0	1,586	826	2,412
67	610 5850 Dial-A-Ride	3	1.00%	264	0	264	138	402
87	690 Refuse	5	1.67%	441	0	441	230	670
89	700-5020 Workers Compensation	3	1.00%	264	0	264	138	402
90	700-5030 Unemployment Insurance	2	0.67%	176	0	176	92	268
92	761-3100 Account & Collection Service	10	3.33%	881	0	881	459	1,340
93	761-3110 Meter Reading & Service	5	1.67%	441	0	441	230	670

City Clerk Support-Personnel Allocations **Dept:4 001-1400 City Clerk**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	300	100.00%	26,431	0	26,431	13,221	39,652
Direct Bills					0		0
Total					$26,431		$39,652

Basis Units: Number of FTE's per department
Source:

City Clerk Support-Agendas Allocations **Dept:4 001-1400 City Clerk**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(73) 67X Electric Operations Fund	14.00	7.65%	$6,339	$0	$6,339	$3,627	$9,965
(68) 66X Water Operations Fund	21.00	11.48%	9,508	0	9,508	5,440	14,948
(18) 001 Police	4.00	2.19%	1,811	0	1,811	1,036	2,847
1 001-1000 City Council	3.00	1.64%	1,358	0	1,358	0	1,358
2 001-1200 City Manager	10.00	5.46%	4,528	0	4,528	0	4,528
3 001-1300 Human Resources	9.00	4.92%	4,075	0	4,075	0	4,075
4 001-1400 City Clerk	1.00	0.55%	453	0	453	0	453
5 001-1900 Fiscal Services	20.00	10.93%	9,055	0	9,055	5,181	14,236
7 001-3200 Building Maintenance	5.50	3.01%	2,490	0	2,490	1,425	3,915
9 702 Fleet Maintenance	5.00	2.73%	2,264	0	2,264	1,295	3,559
10 703 Information Systems Services	2.00	1.09%	906	0	906	518	1,424
13 001-1800 City Attorney	1.00	0.55%	453	0	453	259	712
15 001-1210 Economic Development	11.00	6.01%	4,981	0	4,981	2,849	7,830
16 001-1500 Elections	5.00	2.73%	2,264	0	2,264	1,295	3,559
22 001-2700 Building & Safety	4.00	2.19%	1,811	0	1,811	1,036	2,847
23 001-2740 Code Enforcement	2.00	1.09%	906	0	906	518	1,424
24 001-2800 Planning	16.00	8.74%	7,244	0	7,244	4,145	11,389
25 001-3000 Engineering	23.50	12.84%	10,640	0	10,640	6,087	16,728
26 001-3600 Parks	8.00	4.37%	3,622	0	3,622	2,072	5,694
64 600 Airport	1.00	0.55%	453	0	453	259	712
65 610 Transit Operations	7.00	3.83%	3,169	0	3,169	1,813	4,983
87 690 Refuse	2.00	1.09%	906	0	906	518	1,424
95 810 Successor Housing Agency	4.00	2.19%	1,811	0	1,811	1,036	2,847
99 850 Successor Agency	4.00	2.19%	1,811	0	1,811	1,036	2,847
Subtotal	183.00	100.00%	82,857	0	82,857	41,446	124,304
Direct Bills					0		0
Total					$82,857		$124,304

Basis Units: Number of agendas per department
Source:

City Clerk Support-Boards & Comm Allocations **Dept:4 001-1400 City Clerk**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
2 001-1200 City Manager	12	30.00%	$9,062	$0	$9,062	$0	$9,062
5 001-1900 Fiscal Services	8	20.00%	6,041	0	6,041	4,317	10,358
24 001-2800 Planning	12	30.00%	9,062	0	9,062	6,476	15,537
26 001-3600 Parks	8	20.00%	6,041	0	6,041	4,317	10,358
Subtotal	40	100.00%	30,206	0	30,206	15,110	45,316
Direct Bills					0		0
Total					$30,206		$45,316

Basis Units: Number of Boards & Commissions per department in charge
Source:

Allocation Summary

Dept:4 001-1400 City Clerk

	Department	City Clerk Support-Fiscal	City Clerk Support-Personnel	City Clerk Support-Agendas	City Clerk Support-Boards &	Elections	Total
(81)	68X Wastewater Operations Fund	$1,399	$1,876	$0	$0	$0	$3,275
(73)	67X Electric Operations Fund	14,536	4,154	9,965	0	0	28,656
(68)	66X Water Operations Fund	3,565	3,216	14,948	0	0	21,730
(57)	420 Traffic Control	1	0	0	0	0	1
(49)	3XX Agency Funds	2	0	0	0	0	2
(18)	001 Police	4,988	5,092	2,847	0	0	12,928
1	001-1000 City Council	62	441	1,358	0	0	1,861
2	001-1200 City Manager	218	176	4,528	9,062	0	13,984
3	001-1300 Human Resources	169	264	4,075	0	0	4,508
4	001-1400 City Clerk	51	176	453	0	0	680
5	001-1900 Fiscal Services	764	1,340	14,236	10,358	0	26,698
6	001-1910 Purchasing	164	402	0	0	0	566
7	001-3200 Building Maintenance	367	804	3,915	0	0	5,086
8	001-4500 Central Services	173	0	0	0	0	173
9	702 Fleet Maintenance	919	938	3,559	0	0	5,416
10	703 Information Systems Services	419	268	1,424	0	0	2,111
11	700-5040 Liability Insurance	1,315	402	0	0	0	1,717
12	700-5300 City Attorney	418	0	0	0	0	418
13	001-1800 City Attorney	0	0	712	0	0	712
15	001-1210 Economic Development	182	134	7,830	0	0	8,146
16	001-1500 Elections	21	0	3,559	0	0	3,581
17	001-2060 TV Government Access	71	134	0	0	0	205
19	001-2210 Dispatch	474	1,340	0	0	0	1,814
20	001-2300 Animal Control	148	0	0	0	0	148
21	001-2400 Fire	1,728	0	0	0	0	1,728
22	001-2700 Building & Safety	822	402	2,847	0	0	4,072
23	001-2740 Code Enforcement	172	536	1,424	0	0	2,131
24	001-2800 Planning	647	402	11,389	15,537	0	27,976
25	001-3000 Engineering	1,193	938	16,728	0	0	18,859
26	001-3600 Parks	371	938	5,694	10,358	0	17,362
27	001-4000 Recreation	517	2,010	0	0	0	2,527
28	001-4010 Aquatics	116	3,484	0	0	0	3,601
29	001-4020 Day Care	28	0	0	0	0	28
30	001-4050 Senior Center	67	804	0	0	0	871
31	001-5400 Community Enhancement	50	0	0	0	0	50
32	002 Developer Deposit Fund	114	0	0	0	0	114
33	005 SA Adminstration	4	0	0	0	0	4
34	100 Gas Tax Street	643	1,876	0	0	0	2,519
37	110 C.D.B.G.	5	0	0	0	0	5
38	111 Landscape Maintenance Assmt. D	106	268	0	0	0	374
39	132 Air Quality Improvement	1	0	0	0	0	1

Allocation Summary

Dept:4 001-1400 City Clerk

	Department	City Clerk Support-Fiscal	City Clerk Support-Personnel	City Clerk Support-Agendas	City Clerk Support-Boards &	Elections	Total
43	200 Special Donations	$7	$0	$0	$0	$0	$7
45	201-4050 Senior Center	1	0	0	0	0	1
46	201-4060 Senior Center Advisory Boar	3	0	0	0	0	3
48	203 Police Volunteer	0	0	0	0	0	0
62	451 Park Development	12	0	0	0	0	12
64	600 Airport	111	670	712	0	0	1,493
65	610 Transit Operations	0	0	4,983	0	0	4,983
66	610 5800 Fixed Route	700	2,412	0	0	0	3,112
67	610 5850 Dial-A-Ride	14	402	0	0	0	416
87	690 Refuse	271	670	1,424	0	0	2,365
89	700-5020 Workers Compensation	514	402	0	0	0	916
90	700-5030 Unemployment Insurance	38	268	0	0	0	306
92	761-3100 Account & Collection Service	687	1,340	0	0	0	2,027
93	761-3110 Meter Reading & Service	276	670	0	0	0	946
95	810 Successor Housing Agency	7	0	2,847	0	0	2,854
96	830 Debt Service	1	0	0	0	0	1
99	850 Successor Agency	0	0	2,847	0	0	2,847
Total		$39,652	$39,652	$124,304	$45,316	$0	$248,923

001-1900 Fiscal Services
Nature and Extent of Services

The Fiscal Services Division is responsible for payroll, accounts payable, accounts receivable, purchasing, grants, financial accounting and reporting, debt administration, business tax certificates, budget preparation and administration, cash management and treasury functions

Fiscal Services costs are distributed by the following functions:

Budget - Costs have been allocated based on total operating budget per department.

Gen'l Accounting - Costs have been allocated based on number of accounting trans per department.

Payroll - Costs have been allocated based on number of FTE's per department.

Accounts Payable - Costs have been allocated based on number of AP transactions per department.

Business License - Costs have been allocated based on total operating budget per department, GF Only.

AR (Non-Utility Billing) - Costs have been allocated based on number of AR transactions per department.

AR Utility Billing - Costs have been allocated based on number of utility billings accounts per Utility Fund (Refuse weighted at 5%).

Contracts - Costs have been directly allocated to Purchasing.

A. Department Costs **Dept:5 001-1900 Fiscal Services**

Description		Amount	General Admin	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing
Personnel Costs										
Salaries	S1	863,790	11,489	205,930	177,073	126,947	105,917	57,799	59,512	97,410
Salary % Split			*1.33%*	*23.84%*	*20.50%*	*14.70%*	*12.26%*	*6.69%*	*6.89%*	*11.28%*
Benefits	S	489,995	6,517	116,816	100,447	72,012	60,083	32,787	33,759	55,257
Subtotal - Personnel Costs		1,353,785	18,006	322,746	277,520	198,960	166,000	90,586	93,271	152,666
Services & Supplies Cost										
ADVERTISING/PUBLISHING	S	102	1	24	21	15	13	7	7	12
PRINTING/BINDING	S	2,532	34	604	519	372	310	169	174	286
DUES/SUBSCRIPTIONS	S	1,200	16	286	246	176	147	80	83	135
POSTAGE/MAILING COSTS	S	200	3	48	41	29	25	13	14	23
TRAVEL/CONFERENCES	S	16,150	215	3,850	3,311	2,373	1,980	1,081	1,113	1,821
STAFF TRAINING	S	1,350	18	322	277	198	166	90	93	152
CONTRACT EMPLOYMENT SVCS	S	58,000	771	13,827	11,890	8,524	7,112	3,881	3,996	6,541
PERSONNEL/RECRUITMENT	S	250	3	60	51	37	31	17	17	28
RETURNED CHECK/BANK FEES	S	5,000	67	1,192	1,025	735	613	335	344	564
MILEAGE REIMBURSEMENT	S	150	2	36	31	22	18	10	10	17
OVERTIME MEALS	S	1,160	15	277	238	170	142	78	80	131
VISION ALLOWANCE	S	1,000	13	238	205	147	123	67	69	113
TELEPHONE SVC	S	2,000	27	477	410	294	245	134	138	226
REPAIR/MAINT-SOFTWARE	S	41,700	555	9,941	8,548	6,128	5,113	2,790	2,873	4,703
PROFESSIONAL SERVICES	S	60,356	803	14,389	12,373	8,870	7,401	4,039	4,158	6,806
AUDIT SERVICES	S	33,337	443	7,948	6,834	4,899	4,088	2,231	2,297	3,759
DEPARTMENTAL SUPPLIES	S	6,050	80	1,442	1,240	889	742	405	417	682
NONCAPITALIZED ASSETS	S	0	0	0	0	0	0	0	0	0
CONTRA EXPENDITURE	D	0	0	0	0	0	0	0	0	0
OFF FURN/EQUIP/FIXTURES	D	0	0	0	0	0	0	0	0	0
COMPUTER HARDWARE	D	0	0	0	0	0	0	0	0	0
CAPITAL EQUIPMENT	D	13,867	0	0	0	0	0	0	0	0
Subtotal - Services & Supplies		244,404	3,066	54,961	47,259	33,881	28,268	15,426	15,883	25,998
Department Cost Total		1,598,189	21,072	377,707	324,779	232,841	194,268	106,012	109,154	178,664
Adjustments to Cost										
CONTRA EXPENDITURE	D	0	0	0	0	0	0	0	0	0

A. Department Costs **Dept:5 001-1900 Fiscal Services**

Description		Amount	General Admin	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing
OFF FURN/EQUIP/FIXTURES	D	0	0	0	0	0	0	0	0	0
COMPUTER HARDWARE	D	0	0	0	0	0	0	0	0	0
CAPITAL EQUIPMENT	D	(13,867)	0	0	0	0	0	0	0	0
Subtotal - Adjustments		(13,867)	0	0	0	0	0	0	0	0
Total Costs After Adjustments		1,584,322	21,072	377,707	324,779	232,841	194,268	106,012	109,154	178,664
General Admin Distribution			(21,072)	5,091	4,378	3,139	2,619	1,429	1,471	2,408
Grand Total		$1,584,322		$382,799	$329,157	$235,979	$196,887	$107,441	$110,625	$181,072

A. Department Costs

Dept:5 001-1900 Fiscal Services

Description		Amount	Contracts
Personnel Costs			
Salaries	S1	863,790	21,713
Salary % Split			*2.51%*
Benefits	S	489,995	12,317
Subtotal - Personnel Costs		1,353,785	34,031
Services & Supplies Cost			
ADVERTISING/PUBLISHING	S	102	3
PRINTING/BINDING	S	2,532	64
DUES/SUBSCRIPTIONS	S	1,200	30
POSTAGE/MAILING COSTS	S	200	5
TRAVEL/CONFERENCES	S	16,150	406
STAFF TRAINING	S	1,350	34
CONTRACT EMPLOYMENT SVCS	S	58,000	1,458
PERSONNEL/RECRUITMENT	S	250	6
RETURNED CHECK/BANK FEES	S	5,000	126
MILEAGE REIMBURSEMENT	S	150	4
OVERTIME MEALS	S	1,160	29
VISION ALLOWANCE	S	1,000	25
TELEPHONE SVC	S	2,000	50
REPAIR/MAINT-SOFTWARE	S	41,700	1,048
PROFESSIONAL SERVICES	S	60,356	1,517
AUDIT SERVICES	S	33,337	838
DEPARTMENTAL SUPPLIES	S	6,050	152
NONCAPITALIZED ASSETS	S	0	0
CONTRA EXPENDITURE	D	0	0
OFF FURN/EQUIP/FIXTURES	D	0	0
COMPUTER HARDWARE	D	0	0
CAPITAL EQUIPMENT	D	13,867	0
Subtotal - Services & Supplies		244,404	5,795
Department Cost Total		1,598,189	39,826
Adjustments to Cost			
CONTRA EXPENDITURE	D	0	0

A. Department Costs

Dept:5 001-1900 Fiscal Services

Description		Amount	Contracts
OFF FURN/EQUIP/FIXTURES	D	0	0
COMPUTER HARDWARE	D	0	0
CAPITAL EQUIPMENT	D	(13,867)	0
Subtotal - Adjustments		(13,867)	0
Total Costs After Adjustments		1,584,322	39,826
General Admin Distribution			537
Grand Total		$1,584,322	$40,363

B. Incoming Costs - (Default Spread Salary%) **Dept:5 001-1900 Fiscal Services**

	Department	First Incoming	Second Incoming	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing	Contracts
1	Council Support - Fiscal	$1,240	$607	$446	$384	$275	$230	$125	$129	$211	$47
1	Council Support - Personnel	2,159	1,073	781	672	481	402	219	226	369	82
1	Council Support-Agendas	7,079	3,518	2,560	2,202	1,578	1,317	719	740	1,211	270
	Subtotal - 001-1000 City Council	10,478	5,198	3,788	3,257	2,335	1,948	1,063	1,095	1,792	399
2	City Mgr Support-Fiscal	6,570	1,352	1,914	1,646	1,180	984	537	553	905	202
2	City Mgr Support-Personnel	11,444	2,386	3,341	2,873	2,060	1,719	938	966	1,581	352
	Subtotal - 001-1200 City Manager	18,013	3,738	5,255	4,519	3,240	2,703	1,475	1,519	2,486	554
3	HR Support	17,950	2,343	4,903	4,216	3,023	2,522	1,376	1,417	2,319	517
	Subtotal - 001-1300 Human Resources	17,950	2,343	4,903	4,216	3,023	2,522	1,376	1,417	2,319	517
4	City Clerk Support-Fiscal	506	258	185	159	114	95	52	53	87	19
4	City Clerk Support-Personnel	881	459	324	278	200	167	91	94	153	34
4	City Clerk Support-Agendas	9,055	5,181	3,440	2,958	2,120	1,769	965	994	1,627	363
4	City Clerk Support-Boards & Comm	6,041	4,317	2,503	2,152	1,543	1,287	702	723	1,184	264
	Subtotal - 001-1400 City Clerk	16,484	10,215	6,451	5,547	3,977	3,318	1,811	1,864	3,051	680
5	Budget	0	7,616	1,840	1,582	1,134	946	516	532	870	194
5	Gen'l Accounting	0	1,737	420	361	259	216	118	121	199	44
5	Payroll	0	8,178	1,976	1,699	1,218	1,016	555	571	935	208
5	Accounts Payable	0	2,101	508	437	313	261	142	147	240	54
5	Business License	0	6,215	1,502	1,291	926	772	421	434	710	158
5	AR (Non-Utility Billing)	0	1,200	290	249	179	149	81	84	137	31
	Subtotal - 001-1900 Fiscal Services	0	27,047	6,535	5,619	4,029	3,361	1,834	1,889	3,091	689
6	Purchasing A	0	1,434	347	298	214	178	97	100	164	37
6	Purchasing B	0	320	77	67	48	40	22	22	37	8
	Subtotal - 001-1910 Purchasing	0	1,755	424	365	261	218	119	123	201	45
7	City Hall	0	18,063	4,364	3,753	2,690	2,245	1,225	1,261	2,064	460
	Subtotal - 001-3200 Building Maintenar	0	18,063	4,364	3,753	2,690	2,245	1,225	1,261	2,064	460
8	Central Services- Fiscal	0	11,398	2,754	2,368	1,698	1,416	773	796	1,303	290
8	Central Services- Personnel	0	19,854	4,797	4,125	2,957	2,467	1,346	1,386	2,269	506

B. Incoming Costs - (Default Spread Salary%) **Dept:5 001-1900 Fiscal Services**

Department	First Incoming	Second Incoming	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing	Contracts
Subtotal - 001-4500 Central Services	$0	$31,253	$7,551	$6,493	$4,655	$3,884	$2,119	$2,182	$3,572	$796
10 Info Services Support	0	27,480	6,640	5,709	4,093	3,415	1,864	1,919	3,141	700
10 Phone Support	0	8,510	2,056	1,768	1,268	1,058	577	594	973	217
10 Security	0	20,441	4,939	4,247	3,045	2,540	1,386	1,427	2,336	521
Subtotal - 703 Information Systems Se	0	56,431	13,635	11,724	8,405	7,013	3,827	3,940	6,449	1,438
Total Incoming	62,925	156,041	52,906	45,492	32,614	27,211	14,849	15,289	25,026	5,578
C. Total Allocated		$1,803,288	$435,704	$374,649	$268,593	$224,098	$122,290	$125,914	$206,098	$45,941
			24.16%	20.78%	14.89%	12.43%	6.78%	6.98%	11.43%	2.55%

Budget Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	2,902,177	3.51%	$13,952	$0	$13,952	$1,374	$15,325
(73) 67X Electric Operations Fund	30,157,589	36.43%	144,975	0	144,975	14,276	159,251
(68) 66X Water Operations Fund	7,396,954	8.93%	35,559	0	35,559	3,502	39,061
(57) 420 Traffic Control	1,073	0.00%	5	0	5	1	6
(49) 3XX Agency Funds	4,168	0.01%	20	0	20	2	22
(18) 001 Police	10,348,695	12.50%	49,749	0	49,749	4,899	54,648
1 001-1000 City Council	194,327	0.23%	934	0	934	0	934
2 001-1200 City Manager	682,109	0.82%	3,279	0	3,279	0	3,279
3 001-1300 Human Resources	528,626	0.64%	2,541	0	2,541	0	2,541
4 001-1400 City Clerk	158,480	0.19%	762	0	762	0	762
5 001-1900 Fiscal Services	1,584,322	1.91%	7,616	0	7,616	0	7,616
6 001-1910 Purchasing	339,414	0.41%	1,632	0	1,632	161	1,792
7 001-3200 Building Maintenance	760,500	0.92%	3,656	0	3,656	360	4,016
8 001-4500 Central Services	358,755	0.43%	1,725	0	1,725	170	1,894
9 702 Fleet Maintenance	1,906,839	2.30%	9,167	0	9,167	903	10,069
10 703 Information Systems Services	869,038	1.05%	4,178	0	4,178	411	4,589
11 700-5040 Liability Insurance	2,727,749	3.29%	13,113	0	13,113	1,291	14,404
12 700-5300 City Attorney	867,414	1.05%	4,170	0	4,170	411	4,580
15 001-1210 Economic Development	377,388	0.46%	1,814	0	1,814	179	1,993
16 001-1500 Elections	44,500	0.05%	214	0	214	21	235
17 001-2060 TV Government Access	147,793	0.18%	710	0	710	70	780
19 001-2210 Dispatch	982,865	1.19%	4,725	0	4,725	465	5,190
20 001-2300 Animal Control	308,056	0.37%	1,481	0	1,481	146	1,627
21 001-2400 Fire	3,584,207	4.33%	17,230	0	17,230	1,697	18,927
22 001-2700 Building & Safety	1,706,314	2.06%	8,203	0	8,203	808	9,010
23 001-2740 Code Enforcement	356,510	0.43%	1,714	0	1,714	169	1,883
24 001-2800 Planning	1,343,064	1.62%	6,456	0	6,456	636	7,092
25 001-3000 Engineering	2,475,703	2.99%	11,901	0	11,901	1,172	13,073
26 001-3600 Parks	768,983	0.93%	3,697	0	3,697	364	4,061
27 001-4000 Recreation	1,072,878	1.30%	5,158	0	5,158	508	5,665
28 001-4010 Aquatics	241,463	0.29%	1,161	0	1,161	114	1,275
29 001-4020 Day Care	58,486	0.07%	281	0	281	28	309
30 001-4050 Senior Center	139,609	0.17%	671	0	671	66	737
31 001-5400 Community Enhancement	102,900	0.12%	495	0	495	49	543
32 002 Developer Deposit Fund	235,497	0.28%	1,132	0	1,132	111	1,244
33 005 SA Adminstration	8,935	0.01%	43	0	43	4	47
34 100 Gas Tax Street	1,333,621	1.61%	6,411	0	6,411	631	7,042
37 110 C.D.B.G.	10,000	0.01%	48	0	48	5	53
38 111 Landscape Maintenance Assmt. D	218,936	0.26%	1,052	0	1,052	104	1,156
39 132 Air Quality Improvement	3,000	0.00%	14	0	14	1	16
43 200 Special Donations	13,707	0.02%	66	0	66	6	72
45 201-4050 Senior Center	3,075	0.00%	15	0	15	1	16

Budget Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
46 201-4060 Senior Center Advisory Boar	5,300	0.01%	$25	$0	$25	$3	$28
48 203 Police Volunteer	787	0.00%	4	0	4	0	4
62 451 Park Development	25,000	0.03%	120	0	120	12	132
64 600 Airport	231,145	0.28%	1,111	0	1,111	109	1,221
66 610 5800 Fixed Route	1,452,528	1.75%	6,983	0	6,983	688	7,670
67 610 5850 Dial-A-Ride	29,983	0.04%	144	0	144	14	158
87 690 Refuse	563,178	0.68%	2,707	0	2,707	267	2,974
89 700-5020 Workers Compensation	1,066,550	1.29%	5,127	0	5,127	505	5,632
90 700-5030 Unemployment Insurance	78,683	0.10%	378	0	378	37	415
92 761-3100 Account & Collection Service	1,425,078	1.72%	6,851	0	6,851	675	7,525
93 761-3110 Meter Reading & Service	571,833	0.69%	2,749	0	2,749	271	3,020
95 810 Successor Housing Agency	14,443	0.02%	69	0	69	7	76
96 830 Debt Service	1,750	0.00%	8	0	8	1	9
Subtotal	82,791,977	100.00%	398,002	0	398,002	37,702	435,704
Direct Bills					0		0
Total					$398,002		$435,704

Basis Units: Total Operating Budget per department
Source:

Gen'l Accounting Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(98) 841 BEA L/M Capital Project Fund	16	0.01%	$42	$0	$42	$4	$46
(97) 840 BEA Capital Project Fund	93	0.07%	242	0	242	23	265
(81) 68X Wastewater Operations Fund	12,442	9.45%	32,355	0	32,355	3,118	35,473
(73) 67X Electric Operations Fund	40,747	30.96%	105,961	0	105,961	10,211	116,171
(68) 66X Water Operations Fund	35,525	26.99%	92,381	0	92,381	8,902	101,283
(57) 420 Traffic Control	118	0.09%	307	0	307	30	336
(49) 3XX Agency Funds	294	0.22%	765	0	765	74	838
(18) 001 Police	1,621	1.23%	4,215	0	4,215	406	4,622
1 001-1000 City Council	244	0.19%	635	0	635	0	635
2 001-1200 City Manager	591	0.45%	1,537	0	1,537	0	1,537
3 001-1300 Human Resources	314	0.24%	817	0	817	0	817
4 001-1400 City Clerk	413	0.31%	1,074	0	1,074	0	1,074
5 001-1900 Fiscal Services	668	0.51%	1,737	0	1,737	0	1,737
6 001-1910 Purchasing	455	0.35%	1,183	0	1,183	114	1,297
7 001-3200 Building Maintenance	1,961	1.49%	5,099	0	5,099	491	5,591
8 001-4500 Central Services	54	0.04%	140	0	140	14	154
9 702 Fleet Maintenance	1,096	0.83%	2,850	0	2,850	275	3,125
10 703 Information Systems Services	600	0.46%	1,560	0	1,560	150	1,711
11 700-5040 Liability Insurance	326	0.25%	848	0	848	82	929
12 700-5300 City Attorney	49	0.04%	127	0	127	12	140
13 001-1800 City Attorney	4	0.00%	10	0	10	1	11
14 001-0001 General	10,239	7.78%	26,626	0	26,626	2,566	29,192
15 001-1210 Economic Development	236	0.18%	614	0	614	59	673
17 001-2060 TV Government Access	242	0.18%	629	0	629	61	690
19 001-2210 Dispatch	532	0.40%	1,383	0	1,383	133	1,517
20 001-2300 Animal Control	230	0.17%	598	0	598	58	656
21 001-2400 Fire	200	0.15%	520	0	520	50	570
22 001-2700 Building & Safety	1,869	1.42%	4,860	0	4,860	468	5,329
23 001-2740 Code Enforcement	256	0.19%	666	0	666	64	730
24 001-2800 Planning	510	0.39%	1,326	0	1,326	128	1,454
25 001-3000 Engineering	1,341	1.02%	3,487	0	3,487	336	3,823
26 001-3600 Parks	609	0.46%	1,584	0	1,584	153	1,736
27 001-4000 Recreation	473	0.36%	1,230	0	1,230	119	1,349
28 001-4010 Aquatics	298	0.23%	775	0	775	75	850
30 001-4050 Senior Center	253	0.19%	658	0	658	63	721
31 001-5400 Community Enhancement	1	0.00%	3	0	3	0	3
32 002 Developer Deposit Fund	291	0.22%	757	0	757	73	830
33 005 SA Adminstration	70	0.05%	182	0	182	18	200
34 100 Gas Tax Street	1,841	1.40%	4,787	0	4,787	461	5,249
35 101 Measure A Street	115	0.09%	299	0	299	29	328
36 102 RMRA (SB1) Gas Tax	74	0.06%	192	0	192	19	211
37 110 C.D.B.G.	69	0.05%	179	0	179	17	197

Gen'l Accounting Allocations

Dept:5 001-1900 Fiscal Services

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
38	111 Landscape Maintenance Assmt. D	890	0.68%	$2,314	$0	$2,314	$223	$2,537
39	132 Air Quality Improvement	89	0.07%	231	0	231	22	254
42	150 State Park Bond Act	10	0.01%	26	0	26	3	29
43	200 Special Donations	122	0.09%	317	0	317	31	348
44	201 Senior Center Activities	57	0.04%	148	0	148	14	163
45	201-4050 Senior Center	31	0.02%	81	0	81	8	88
47	202 Animal Control Reserve	10	0.01%	26	0	26	3	29
48	203 Police Volunteer	64	0.05%	166	0	166	16	182
55	400 Police Facilities Development	68	0.05%	177	0	177	17	194
56	410 Fire Facility Development	74	0.06%	192	0	192	19	211
59	430 General Facilities	70	0.05%	182	0	182	18	200
61	444 Wilson Median	48	0.04%	125	0	125	12	137
62	451 Park Development	110	0.08%	286	0	286	28	314
63	470 Capital Improvement	31	0.02%	81	0	81	8	88
64	600 Airport	2,407	1.83%	6,259	0	6,259	603	6,862
65	610 Transit Operations	320	0.24%	832	0	832	80	912
66	610 5800 Fixed Route	640	0.49%	1,664	0	1,664	160	1,825
67	610 5850 Dial-A-Ride	491	0.37%	1,277	0	1,277	123	1,400
87	690 Refuse	1,393	1.06%	3,622	0	3,622	349	3,971
88	700 Risk Management	314	0.24%	817	0	817	79	895
89	700-5020 Workers Compensation	377	0.29%	980	0	980	94	1,075
90	700-5030 Unemployment Insurance	291	0.22%	757	0	757	73	830
91	761 Utility Billing Administration	4,214	3.20%	10,958	0	10,958	1,056	12,014
92	761-3100 Account & Collection Service	690	0.52%	1,794	0	1,794	173	1,967
93	761-3110 Meter Reading & Service	306	0.23%	796	0	796	77	872
94	805 Redevelopment Obligation Retiren	26	0.02%	68	0	68	7	74
95	810 Successor Housing Agency	117	0.09%	304	0	304	29	334
96	830 Debt Service	85	0.06%	221	0	221	21	242
99	850 Successor Agency	58	0.04%	151	0	151	15	165
104	222	38	0.03%	99	0	99	10	108
105	221	10	0.01%	26	0	26	3	29
106	950	533	0.41%	1,386	0	1,386	134	1,520
107	975	59	0.04%	153	0	153	15	168
108	998	39	0.03%	101	0	101	10	111
109	999	142	0.11%	369	0	369	36	405

Gen'l Accounting Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	131,604	100.00%	342,230	0	342,230	32,419	374,649
Direct Bills					0		0
Total					$342,230		$374,649

Basis Units: Number of accounting trans per department
Source:

Payroll Allocations

Dept:5 001-1900 Fiscal Services

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	14	4.67%	$11,450	$0	$11,450	$1,170	$12,620
(73)	67X Electric Operations Fund	31	10.33%	25,353	0	25,353	2,592	27,945
(68)	66X Water Operations Fund	24	8.00%	19,628	0	19,628	2,006	21,635
(18)	001 Police	38	12.67%	31,078	0	31,078	3,177	34,255
1	001-1000 City Council	5	1.67%	4,089	0	4,089	0	4,089
2	001-1200 City Manager	2	0.67%	1,636	0	1,636	0	1,636
3	001-1300 Human Resources	3	1.00%	2,454	0	2,454	0	2,454
4	001-1400 City Clerk	2	0.67%	1,636	0	1,636	0	1,636
5	001-1900 Fiscal Services	10	3.33%	8,178	0	8,178	0	8,178
6	001-1910 Purchasing	3	1.00%	2,454	0	2,454	251	2,704
7	001-3200 Building Maintenance	6	2.00%	4,907	0	4,907	502	5,409
9	702 Fleet Maintenance	7	2.33%	5,725	0	5,725	585	6,310
10	703 Information Systems Services	2	0.67%	1,636	0	1,636	167	1,803
11	700-5040 Liability Insurance	3	1.00%	2,454	0	2,454	251	2,704
15	001-1210 Economic Development	1	0.33%	818	0	818	84	901
17	001-2060 TV Government Access	1	0.33%	818	0	818	84	901
19	001-2210 Dispatch	10	3.33%	8,178	0	8,178	836	9,014
22	001-2700 Building & Safety	3	1.00%	2,454	0	2,454	251	2,704
23	001-2740 Code Enforcement	4	1.33%	3,271	0	3,271	334	3,606
24	001-2800 Planning	3	1.00%	2,454	0	2,454	251	2,704
25	001-3000 Engineering	7	2.33%	5,725	0	5,725	585	6,310
26	001-3600 Parks	7	2.33%	5,725	0	5,725	585	6,310
27	001-4000 Recreation	15	5.00%	12,268	0	12,268	1,254	13,522
28	001-4010 Aquatics	26	8.67%	21,264	0	21,264	2,174	23,438
30	001-4050 Senior Center	6	2.00%	4,907	0	4,907	502	5,409
34	100 Gas Tax Street	14	4.67%	11,450	0	11,450	1,170	12,620
38	111 Landscape Maintenance Assmt. D	2	0.67%	1,636	0	1,636	167	1,803
64	600 Airport	5	1.67%	4,089	0	4,089	418	4,507
66	610 5800 Fixed Route	18	6.00%	14,721	0	14,721	1,505	16,226
67	610 5850 Dial-A-Ride	3	1.00%	2,454	0	2,454	251	2,704
87	690 Refuse	5	1.67%	4,089	0	4,089	418	4,507
89	700-5020 Workers Compensation	3	1.00%	2,454	0	2,454	251	2,704
90	700-5030 Unemployment Insurance	2	0.67%	1,636	0	1,636	167	1,803
92	761-3100 Account & Collection Service	10	3.33%	8,178	0	8,178	836	9,014
93	761-3110 Meter Reading & Service	5	1.67%	4,089	0	4,089	418	4,507

Payroll Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	300	100.00%	245,352	0	245,352	23,242	268,593
Direct Bills					0		0
Total					$245,352		$268,593

Basis Units: Number of FTE's per department
Source:

Accounts Payable Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(97) 840 BEA Capital Project Fund	75	0.64%	$1,302	$0	$1,302	$143	$1,445
(81) 68X Wastewater Operations Fund	323	2.74%	5,609	0	5,609	616	6,225
(73) 67X Electric Operations Fund	1,797	15.24%	31,203	0	31,203	3,429	34,633
(68) 66X Water Operations Fund	1,104	9.36%	19,170	0	19,170	2,107	21,277
(57) 420 Traffic Control	9	0.08%	156	0	156	17	173
(49) 3XX Agency Funds	32	0.27%	556	0	556	61	617
(18) 001 Police	1,001	8.49%	17,382	0	17,382	1,910	19,292
1 001-1000 City Council	1,146	9.72%	19,899	0	19,899	0	19,899
2 001-1200 City Manager	123	1.04%	2,136	0	2,136	0	2,136
3 001-1300 Human Resources	174	1.48%	3,021	0	3,021	0	3,021
4 001-1400 City Clerk	63	0.53%	1,094	0	1,094	0	1,094
5 001-1900 Fiscal Services	121	1.03%	2,101	0	2,101	0	2,101
6 001-1910 Purchasing	22	0.19%	382	0	382	42	424
7 001-3200 Building Maintenance	483	4.10%	8,387	0	8,387	922	9,309
8 001-4500 Central Services	190	1.61%	3,299	0	3,299	363	3,662
9 702 Fleet Maintenance	1,673	14.19%	29,050	0	29,050	3,192	32,243
10 703 Information Systems Services	127	1.08%	2,205	0	2,205	242	2,448
11 700-5040 Liability Insurance	93	0.79%	1,615	0	1,615	177	1,792
12 700-5300 City Attorney	278	2.36%	4,827	0	4,827	530	5,358
14 001-0001 General	4	0.03%	69	0	69	8	77
15 001-1210 Economic Development	57	0.48%	990	0	990	109	1,099
16 001-1500 Elections	13	0.11%	226	0	226	25	251
17 001-2060 TV Government Access	71	0.60%	1,233	0	1,233	135	1,368
19 001-2210 Dispatch	44	0.37%	764	0	764	84	848
20 001-2300 Animal Control	31	0.26%	538	0	538	59	597
21 001-2400 Fire	81	0.69%	1,407	0	1,407	155	1,561
22 001-2700 Building & Safety	47	0.40%	816	0	816	90	906
23 001-2740 Code Enforcement	142	1.20%	2,466	0	2,466	271	2,737
24 001-2800 Planning	146	1.24%	2,535	0	2,535	279	2,814
25 001-3000 Engineering	112	0.95%	1,945	0	1,945	214	2,159
26 001-3600 Parks	299	2.54%	5,192	0	5,192	571	5,762
27 001-4000 Recreation	219	1.86%	3,803	0	3,803	418	4,221
28 001-4010 Aquatics	78	0.66%	1,354	0	1,354	149	1,503
29 001-4020 Day Care	8	0.07%	139	0	139	15	154
30 001-4050 Senior Center	49	0.42%	851	0	851	94	944
31 001-5400 Community Enhancement	19	0.16%	330	0	330	36	366
32 002 Developer Deposit Fund	204	1.73%	3,542	0	3,542	389	3,932
33 005 SA Adminstration	2	0.02%	35	0	35	4	39
34 100 Gas Tax Street	364	3.09%	6,321	0	6,321	695	7,015
35 101 Measure A Street	28	0.24%	486	0	486	53	540
36 102 RMRA (SB1) Gas Tax	3	0.03%	52	0	52	6	58
37 110 C.D.B.G.	33	0.28%	573	0	573	63	636

Accounts Payable Allocations

Dept:5 001-1900 Fiscal Services

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
38	111 Landscape Maintenance Assmt. D	45	0.38%	$781	$0	$781	$86	$867
39	132 Air Quality Improvement	1	0.01%	17	0	17	2	19
45	201-4050 Senior Center	5	0.04%	87	0	87	10	96
46	201-4060 Senior Center Advisory Boar	3	0.03%	52	0	52	6	58
62	451 Park Development	1	0.01%	17	0	17	2	19
64	600 Airport	45	0.38%	781	0	781	86	867
66	610 5800 Fixed Route	136	1.15%	2,362	0	2,362	260	2,621
67	610 5850 Dial-A-Ride	60	0.51%	1,042	0	1,042	114	1,156
87	690 Refuse	123	1.04%	2,136	0	2,136	235	2,371
88	700 Risk Management	4	0.03%	69	0	69	8	77
89	700-5020 Workers Compensation	15	0.13%	260	0	260	29	289
90	700-5030 Unemployment Insurance	4	0.03%	69	0	69	8	77
91	761 Utility Billing Administration	1	0.01%	17	0	17	2	19
92	761-3100 Account & Collection Service	364	3.09%	6,321	0	6,321	695	7,015
93	761-3110 Meter Reading & Service	83	0.70%	1,441	0	1,441	158	1,600
95	810 Successor Housing Agency	7	0.06%	122	0	122	13	135
96	830 Debt Service	4	0.03%	69	0	69	8	77
Subtotal		11,789	100.00%	204,707	0	204,707	19,392	224,098
Direct Bills						0		0
Total						$204,707		$224,098

Basis Units: Number of AP transactions per department
Source:

Business License Allocations

Dept:5 001-1900 Fiscal Services

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(18)	001 Police	10,263,831	36.04%	$40,261	$0	$40,261	$4,288	$44,549
1	001-1000 City Council	194,327	0.68%	762	0	762	0	762
2	001-1200 City Manager	682,109	2.40%	2,676	0	2,676	0	2,676
3	001-1300 Human Resources	528,626	1.86%	2,074	0	2,074	0	2,074
4	001-1400 City Clerk	158,480	0.56%	622	0	622	0	622
5	001-1900 Fiscal Services	1,584,322	5.56%	6,215	0	6,215	0	6,215
6	001-1910 Purchasing	339,414	1.19%	1,331	0	1,331	142	1,473
7	001-3200 Building Maintenance	760,500	2.67%	2,983	0	2,983	318	3,301
8	001-4500 Central Services	358,755	1.26%	1,407	0	1,407	150	1,557
15	001-1210 Economic Development	377,388	1.33%	1,480	0	1,480	158	1,638
16	001-1500 Elections	44,500	0.16%	175	0	175	19	193
17	001-2060 TV Government Access	147,793	0.52%	580	0	580	62	641
19	001-2210 Dispatch	982,865	3.45%	3,855	0	3,855	411	4,266
20	001-2300 Animal Control	308,056	1.08%	1,208	0	1,208	129	1,337
21	001-2400 Fire	3,584,207	12.59%	14,059	0	14,059	1,497	15,557
22	001-2700 Building & Safety	1,706,182	5.99%	6,693	0	6,693	713	7,405
23	001-2740 Code Enforcement	356,510	1.25%	1,398	0	1,398	149	1,547
24	001-2800 Planning	1,343,064	4.72%	5,268	0	5,268	561	5,829
25	001-3000 Engineering	2,475,703	8.69%	9,711	0	9,711	1,034	10,745
26	001-3600 Parks	768,983	2.70%	3,016	0	3,016	321	3,338
27	001-4000 Recreation	1,072,878	3.77%	4,208	0	4,208	448	4,657
28	001-4010 Aquatics	241,463	0.85%	947	0	947	101	1,048
29	001-4020 Day Care	58,486	0.21%	229	0	229	24	254
30	001-4050 Senior Center	139,609	0.49%	548	0	548	58	606
Subtotal		28,478,051	100.00%	111,708	0	111,708	10,582	122,290
Direct Bills						0		0
Total						$111,708		$122,290

Basis Units: Total operating budget per department, GF Only
Source:

AR (Non-Utility Billing) Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(97) 840 BEA Capital Project Fund	49.00	0.39%	$452	$0	$452	$46	$498
(81) 68X Wastewater Operations Fund	382.00	3.06%	3,525	0	3,525	356	3,881
(73) 67X Electric Operations Fund	2,210.00	17.73%	20,394	0	20,394	2,061	22,455
(68) 66X Water Operations Fund	943.00	7.57%	8,702	0	8,702	880	9,582
(57) 420 Traffic Control	2.00	0.02%	18	0	18	2	20
(49) 3XX Agency Funds	31.00	0.25%	286	0	286	29	315
(18) 001 Police	1,007.00	8.08%	9,293	0	9,293	939	10,232
1 001-1000 City Council	137.00	1.10%	1,264	0	1,264	0	1,264
2 001-1200 City Manager	197.00	1.58%	1,818	0	1,818	0	1,818
3 001-1300 Human Resources	178.00	1.43%	1,643	0	1,643	0	1,643
4 001-1400 City Clerk	140.00	1.12%	1,292	0	1,292	0	1,292
5 001-1900 Fiscal Services	130.00	1.04%	1,200	0	1,200	0	1,200
6 001-1910 Purchasing	56.00	0.45%	517	0	517	52	569
7 001-3200 Building Maintenance	505.00	4.05%	4,660	0	4,660	471	5,131
8 001-4500 Central Services	205.00	1.64%	1,892	0	1,892	191	2,083
9 702 Fleet Maintenance	1,313.00	10.53%	12,116	0	12,116	1,225	13,341
10 703 Information Systems Services	119.00	0.95%	1,098	0	1,098	111	1,209
11 700-5040 Liability Insurance	105.00	0.84%	969	0	969	98	1,067
12 700-5300 City Attorney	247.00	1.98%	2,279	0	2,279	230	2,510
14 001-0001 General	1,284.00	10.30%	11,849	0	11,849	1,198	13,046
15 001-1210 Economic Development	79.00	0.63%	729	0	729	74	803
16 001-1500 Elections	20.00	0.16%	185	0	185	19	203
17 001-2060 TV Government Access	57.00	0.46%	526	0	526	53	579
19 001-2210 Dispatch	39.00	0.31%	360	0	360	36	396
20 001-2300 Animal Control	98.00	0.79%	904	0	904	91	996
21 001-2400 Fire	94.00	0.75%	867	0	867	88	955
22 001-2700 Building & Safety	85.00	0.68%	784	0	784	79	864
23 001-2740 Code Enforcement	104.00	0.83%	960	0	960	97	1,057
24 001-2800 Planning	141.00	1.13%	1,301	0	1,301	132	1,433
25 001-3000 Engineering	163.00	1.31%	1,504	0	1,504	152	1,656
26 001-3600 Parks	207.00	1.66%	1,910	0	1,910	193	2,103
27 001-4000 Recreation	345.00	2.77%	3,184	0	3,184	322	3,505
28 001-4010 Aquatics	83.00	0.67%	766	0	766	77	843
29 001-4020 Day Care	9.00	0.07%	83	0	83	8	91
30 001-4050 Senior Center	71.00	0.57%	655	0	655	66	721
31 001-5400 Community Enhancement	44.00	0.35%	406	0	406	41	447
32 002 Developer Deposit Fund	233.00	1.87%	2,150	0	2,150	217	2,367
33 005 SA Adminstration	7.00	0.06%	65	0	65	7	71
34 100 Gas Tax Street	362.00	2.90%	3,341	0	3,341	338	3,678
35 101 Measure A Street	24.00	0.19%	221	0	221	22	244
36 102 RMRA (SB1) Gas Tax	4.00	0.03%	37	0	37	4	41
37 110 C.D.B.G.	13.00	0.10%	120	0	120	12	132

AR (Non-Utility Billing) Allocations

Dept:5 001-1900 Fiscal Services

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
38	111 Landscape Maintenance Assmt. D	19.00	0.15%	$175	$0	$175	$18	$193
39	132 Air Quality Improvement	1.00	0.01%	9	0	9	1	10
43	200 Special Donations	17.00	0.14%	157	0	157	16	173
45	201-4050 Senior Center	11.00	0.09%	102	0	102	10	112
46	201-4060 Senior Center Advisory Boar	4.00	0.03%	37	0	37	4	41
62	451 Park Development	1.00	0.01%	9	0	9	1	10
64	600 Airport	60.00	0.48%	554	0	554	56	610
66	610 5800 Fixed Route	112.50	0.90%	1,038	0	1,038	105	1,143
67	610 5850 Dial-A-Ride	66.50	0.53%	614	0	614	62	676
87	690 Refuse	140.00	1.12%	1,292	0	1,292	131	1,423
88	700 Risk Management	4.00	0.03%	37	0	37	4	41
89	700-5020 Workers Compensation	8.00	0.06%	74	0	74	7	81
90	700-5030 Unemployment Insurance	4.00	0.03%	37	0	37	4	41
91	761 Utility Billing Administration	1.00	0.01%	9	0	9	1	10
92	761-3100 Account & Collection Service	395.00	3.17%	3,645	0	3,645	368	4,013
93	761-3110 Meter Reading & Service	77.00	0.62%	711	0	711	72	782
95	810 Successor Housing Agency	17.00	0.14%	157	0	157	16	173
96	830 Debt Service	4.00	0.03%	37	0	37	4	41
Subtotal		12,464.00	100.00%	115,019	0	115,019	10,896	125,914
Direct Bills						0		0
Total						$115,019		$125,914

Basis Units: Number of AR transactions per department
Source:

AR Utility Billing Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	11,679	19.29%	$36,324	$0	$36,324	$3,441	$39,765
(73) 67X Electric Operations Fund	25,806	42.63%	80,262	0	80,262	7,603	87,865
(68) 66X Water Operations Fund	11,171	18.46%	34,744	0	34,744	3,291	38,035
87 690 Refuse	11,875	19.62%	36,934	0	36,934	3,499	40,432
Subtotal	60,531	100.00%	188,264	0	188,264	17,834	206,098
Direct Bills					0		0
Total					$188,264		$206,098

Basis Units: Number of utility billings accounts per Utility Fund (Refuse weighted at 5%)
Source:

Contracts Allocations

Dept:5 001-1900 Fiscal Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
6 001-1910 Purchasing	100	100.00%	$41,966	$0	$41,966	$3,975	$45,941
Subtotal	100	100.00%	41,966	0	41,966	3,975	45,941
Direct Bills					0		0
Total					$41,966		$45,941

Basis Units: Direct allocation to Purchasing
Source:

Allocation Summary **Dept:5 001-1900 Fiscal Services**

	Department	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing	Contracts	Total
(98)	841 BEA L/M Capital Project Fund	$0	$46	$0	$0	$0	$0	$0	$0	$46
(97)	840 BEA Capital Project Fund	0	265	0	1,445	0	498	0	0	2,208
(81)	68X Wastewater Operations Fund	15,325	35,473	12,620	6,225	0	3,881	39,765	0	113,290
(73)	67X Electric Operations Fund	159,251	116,171	27,945	34,633	0	22,455	87,865	0	448,320
(68)	66X Water Operations Fund	39,061	101,283	21,635	21,277	0	9,582	38,035	0	230,872
(57)	420 Traffic Control	6	336	0	173	0	20	0	0	536
(49)	3XX Agency Funds	22	838	0	617	0	315	0	0	1,792
(18)	001 Police	54,648	4,622	34,255	19,292	44,549	10,232	0	0	167,596
1	001-1000 City Council	934	635	4,089	19,899	762	1,264	0	0	27,584
2	001-1200 City Manager	3,279	1,537	1,636	2,136	2,676	1,818	0	0	13,081
3	001-1300 Human Resources	2,541	817	2,454	3,021	2,074	1,643	0	0	12,549
4	001-1400 City Clerk	762	1,074	1,636	1,094	622	1,292	0	0	6,479
5	001-1900 Fiscal Services	7,616	1,737	8,178	2,101	6,215	1,200	0	0	27,047
6	001-1910 Purchasing	1,792	1,297	2,704	424	1,473	569	0	45,941	54,201
7	001-3200 Building Maintenance	4,016	5,591	5,409	9,309	3,301	5,131	0	0	32,756
8	001-4500 Central Services	1,894	154	0	3,662	1,557	2,083	0	0	9,350
9	702 Fleet Maintenance	10,069	3,125	6,310	32,243	0	13,341	0	0	65,088
10	703 Information Systems Services	4,589	1,711	1,803	2,448	0	1,209	0	0	11,759
11	700-5040 Liability Insurance	14,404	929	2,704	1,792	0	1,067	0	0	20,897
12	700-5300 City Attorney	4,580	140	0	5,358	0	2,510	0	0	12,588
13	001-1800 City Attorney	0	11	0	0	0	0	0	0	11
14	001-0001 General	0	29,192	0	77	0	13,046	0	0	42,315
15	001-1210 Economic Development	1,993	673	901	1,099	1,638	803	0	0	7,106
16	001-1500 Elections	235	0	0	251	193	203	0	0	882
17	001-2060 TV Government Access	780	690	901	1,368	641	579	0	0	4,961
19	001-2210 Dispatch	5,190	1,517	9,014	848	4,266	396	0	0	21,232
20	001-2300 Animal Control	1,627	656	0	597	1,337	996	0	0	5,213
21	001-2400 Fire	18,927	570	0	1,561	15,557	955	0	0	37,570
22	001-2700 Building & Safety	9,010	5,329	2,704	906	7,405	864	0	0	26,218
23	001-2740 Code Enforcement	1,883	730	3,606	2,737	1,547	1,057	0	0	11,559
24	001-2800 Planning	7,092	1,454	2,704	2,814	5,829	1,433	0	0	21,326
25	001-3000 Engineering	13,073	3,823	6,310	2,159	10,745	1,656	0	0	37,767
26	001-3600 Parks	4,061	1,736	6,310	5,762	3,338	2,103	0	0	23,311
27	001-4000 Recreation	5,665	1,349	13,522	4,221	4,657	3,505	0	0	32,918
28	001-4010 Aquatics	1,275	850	23,438	1,503	1,048	843	0	0	28,957
29	001-4020 Day Care	309	0	0	154	254	91	0	0	808
30	001-4050 Senior Center	737	721	5,409	944	606	721	0	0	9,139
31	001-5400 Community Enhancement	543	3	0	366	0	447	0	0	1,359
32	002 Developer Deposit Fund	1,244	830	0	3,932	0	2,367	0	0	8,372
33	005 SA Adminstration	47	200	0	39	0	71	0	0	356
34	100 Gas Tax Street	7,042	5,249	12,620	7,015	0	3,678	0	0	35,605

Allocation Summary **Dept:5 001-1900 Fiscal Services**

	Department	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing	Contracts	Total
35	101 Measure A Street	$0	$328	$0	$540	$0	$244	$0	$0	$1,111
36	102 RMRA (SB1) Gas Tax	0	211	0	58	0	41	0	0	309
37	110 C.D.B.G.	53	197	0	636	0	132	0	0	1,018
38	111 Landscape Maintenance Assmt. D	1,156	2,537	1,803	867	0	193	0	0	6,557
39	132 Air Quality Improvement	16	254	0	19	0	10	0	0	299
42	150 State Park Bond Act	0	29	0	0	0	0	0	0	29
43	200 Special Donations	72	348	0	0	0	173	0	0	593
44	201 Senior Center Activities	0	163	0	0	0	0	0	0	163
45	201-4050 Senior Center	16	88	0	96	0	112	0	0	313
46	201-4060 Senior Center Advisory Boar	28	0	0	58	0	41	0	0	126
47	202 Animal Control Reserve	0	29	0	0	0	0	0	0	29
48	203 Police Volunteer	4	182	0	0	0	0	0	0	187
55	400 Police Facilities Development	0	194	0	0	0	0	0	0	194
56	410 Fire Facility Development	0	211	0	0	0	0	0	0	211
59	430 General Facilities	0	200	0	0	0	0	0	0	200
61	444 Wilson Median	0	137	0	0	0	0	0	0	137
62	451 Park Development	132	314	0	19	0	10	0	0	475
63	470 Capital Improvement	0	88	0	0	0	0	0	0	88
64	600 Airport	1,221	6,862	4,507	867	0	610	0	0	14,067
65	610 Transit Operations	0	912	0	0	0	0	0	0	912
66	610 5800 Fixed Route	7,670	1,825	16,226	2,621	0	1,143	0	0	29,485
67	610 5850 Dial-A-Ride	158	1,400	2,704	1,156	0	676	0	0	6,095
87	690 Refuse	2,974	3,971	4,507	2,371	0	1,423	40,432	0	55,678
88	700 Risk Management	0	895	0	77	0	41	0	0	1,013
89	700-5020 Workers Compensation	5,632	1,075	2,704	289	0	81	0	0	9,782
90	700-5030 Unemployment Insurance	415	830	1,803	77	0	41	0	0	3,166
91	761 Utility Billing Administration	0	12,014	0	19	0	10	0	0	12,044
92	761-3100 Account & Collection Service	7,525	1,967	9,014	7,015	0	4,013	0	0	29,536
93	761-3110 Meter Reading & Service	3,020	872	4,507	1,600	0	782	0	0	10,781
94	805 Redevelopment Obligation Retiren	0	74	0	0	0	0	0	0	74
95	810 Successor Housing Agency	76	334	0	135	0	173	0	0	717
96	830 Debt Service	9	242	0	77	0	41	0	0	369
99	850 Successor Agency	0	165	0	0	0	0	0	0	165
104	222	0	108	0	0	0	0	0	0	108
105	221	0	29	0	0	0	0	0	0	29
106	950	0	1,520	0	0	0	0	0	0	1,520
107	975	0	168	0	0	0	0	0	0	168
108	998	0	111	0	0	0	0	0	0	111
109	999	0	405	0	0	0	0	0	0	405

Allocation Summary **Dept:5 001-1900 Fiscal Services**

Department	Budget	Gen'l Accounting	Payroll	Accounts Payable	Business License	AR (Non-Utility Billing)	AR Utility Billing	Contracts	Total
Total	$435,704	$374,649	$268,593	$224,098	$122,290	$125,914	$206,098	$45,941	$1,803,288

001-1910 Purchasing
Nature and Extent of Services

The Purchasing Division is part of the Administrative Services Department. The Purchasing Division is responsible for obtaining quotes for services, preparing formal bids and getting the proper authorization from the City Manager or Council to enter into a contract. The Purchasing Division is also responsible for verifying that insurance requirements have been satisfied, issuing purchase orders, and ordering of goods and services.

Purchasing costs are distributed by the following functions:

Purchasing A - Costs have been allocated based on number of PO's per department.

Purchasing B - Costs have been allocated based on the dollar amount of PO's per department.

A. Department Costs

Dept:6 001-1910 Purchasing

Description		Amount	General Admin	Purchasing A	Purchasing B
Personnel Costs					
Salaries	S1	173,617	0	86,809	86,809
Salary % Split			*.00%*	*50.00%*	*50.00%*
Benefits	S	104,547	0	52,274	52,274
Subtotal - Personnel Costs		278,164	0	139,082	139,082
Services & Supplies Cost					
ADVERTISING/PUBLISHING	S	250	0	125	125
PRINTING/BINDING	S	1,000	0	500	500
DUES/SUBSCRIPTIONS	S	2,500	0	1,250	1,250
POSTAGE/MAILING COSTS	S	200	0	100	100
TRAVEL/CONFERENCES	S	6,000	0	3,000	3,000
STAFF TRAINING	S	2,000	0	1,000	1,000
CONTRACT EMPLOYMENT SVCS	S	10,800	0	5,400	5,400
COMPUTER SERVICES	S	25,000	0	12,500	12,500
MILEAGE REIMB	S	500	0	250	250
VISION ALLOWANCE	S	500	0	250	250
TELEPHONE SVC	S	500	0	250	250
REPAIR/MAINT-SOFTWARE	S	6,000	0	3,000	3,000
DEPARTMENTAL SUPPLIES	S	6,000	0	3,000	3,000
OVERTIME MEALS	S	0	0	0	0
NONCAPITALIZED ASSETS	S	0	0	0	0
CONTRA EXPENDITURE	D	0	0	0	0
CAPITAL EQUIPMENT	D	5,500	0	0	0
Subtotal - Services & Supplies		66,750	0	30,625	30,625
Department Cost Total		344,914	0	169,707	169,707
Adjustments to Cost					
CONTRA EXPENDITURE	D	0	0	0	0

A. Department Costs

Dept:6 001-1910 Purchasing

Description		Amount	General Admin	Purchasing A	Purchasing B
CAPITAL EQUIPMENT	D	(5,500)	0	0	0
Subtotal - Adjustments		(5,500)	0	0	0
Total Costs After Adjustments		339,414	0	169,707	169,707
General Admin Distribution			0	0	0
Grand Total		$339,414		$169,707	$169,707

B. Incoming Costs - (Default Spread Salary%)

Dept:6 001-1910 Purchasing

	Department	First Incoming	Second Incoming	Purchasing A	Purchasing B
1	Council Support - Fiscal	$266	$130	$198	$198
1	Council Support - Personnel	648	322	485	485
	Subtotal - 001-1000 City Council	913	452	683	683
2	City Mgr Support-Fiscal	1,407	290	849	849
2	City Mgr Support-Personnel	3,433	716	2,074	2,074
	Subtotal - 001-1200 City Manager	4,840	1,005	2,923	2,923
3	HR Support	5,385	703	3,044	3,044
	Subtotal - 001-1300 Human Resources	5,385	703	3,044	3,044
4	City Clerk Support-Fiscal	108	55	82	82
4	City Clerk Support-Personnel	264	138	201	201
	Subtotal - 001-1400 City Clerk	373	193	283	283
5	Budget	1,632	161	896	896
5	Gen'l Accounting	1,183	114	649	649
5	Payroll	2,454	251	1,352	1,352
5	Accounts Payable	382	42	212	212
5	Business License	1,331	142	737	737
5	AR (Non-Utility Billing)	517	52	285	285
5	Contracts	41,966	3,975	22,971	22,971
	Subtotal - 001-1900 Fiscal Services	49,464	4,737	27,101	27,101
6	Purchasing A	0	649	324	324
6	Purchasing B	0	31	15	15
	Subtotal - 001-1910 Purchasing	0	680	340	340
7	City Hall	0	5,419	2,709	2,709
	Subtotal - 001-3200 Building Maintenar	0	5,419	2,709	2,709
8	Central Services- Fiscal	0	2,442	1,221	1,221
8	Central Services- Personnel	0	5,956	2,978	2,978
	Subtotal - 001-4500 Central Services	0	8,398	4,199	4,199
10	Info Services Support	0	12,213	6,107	6,107

B. Incoming Costs - (Default Spread Salary%)

Dept:6 001-1910 Purchasing

	Department	First Incoming	Second Incoming	Purchasing A	Purchasing B
10	Phone Support	$0	$2,127	$1,064	$1,064
10	Security	0	6,132	3,066	3,066
	Subtotal - 703 Information Systems Se	0	20,473	10,236	10,236
12	Attorney Support	0	13,474	6,737	6,737
	Subtotal - 700-5300 City Attorney	0	13,474	6,737	6,737
Total Incoming		60,976	55,534	58,255	58,255
C. Total Allocated			$455,924	$227,962	$227,962
				50.00%	50.00%

Purchasing A Allocations **Dept:6 001-1910 Purchasing**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(97) 840 BEA Capital Project Fund	14	0.24%	$478	$0	$478	$70	$548
(81) 68X Wastewater Operations Fund	294	5.02%	10,040	0	10,040	1,460	11,500
(73) 67X Electric Operations Fund	730	12.45%	24,930	0	24,930	3,625	28,555
(68) 66X Water Operations Fund	592	10.10%	20,218	0	20,218	2,940	23,157
(57) 420 Traffic Control	2	0.03%	68	0	68	10	78
(49) 3XX Agency Funds	5	0.09%	171	0	171	25	196
(18) 001 Police	306	5.22%	10,450	0	10,450	1,519	11,970
1 001-1000 City Council	29	0.49%	990	0	990	0	990
2 001-1200 City Manager	84	1.43%	2,869	0	2,869	0	2,869
3 001-1300 Human Resources	35	0.60%	1,195	0	1,195	0	1,195
4 001-1400 City Clerk	61	1.04%	2,083	0	2,083	0	2,083
5 001-1900 Fiscal Services	42	0.72%	1,434	0	1,434	0	1,434
6 001-1910 Purchasing	19	0.32%	649	0	649	0	649
7 001-3200 Building Maintenance	459	7.83%	15,675	0	15,675	2,279	17,955
8 001-4500 Central Services	88	1.50%	3,005	0	3,005	437	3,442
9 702 Fleet Maintenance	1,147	19.57%	39,172	0	39,172	5,695	44,867
10 703 Information Systems Services	76	1.30%	2,595	0	2,595	377	2,973
14 001-0001 General	1	0.02%	34	0	34	5	39
15 001-1210 Economic Development	24	0.41%	820	0	820	119	939
16 001-1500 Elections	16	0.27%	546	0	546	79	626
17 001-2060 TV Government Access	8	0.14%	273	0	273	40	313
19 001-2210 Dispatch	3	0.05%	102	0	102	15	117
20 001-2300 Animal Control	19	0.32%	649	0	649	94	743
21 001-2400 Fire	12	0.20%	410	0	410	60	469
22 001-2700 Building & Safety	72	1.23%	2,459	0	2,459	358	2,816
23 001-2740 Code Enforcement	46	0.78%	1,571	0	1,571	228	1,799
24 001-2800 Planning	104	1.77%	3,552	0	3,552	516	4,068
25 001-3000 Engineering	97	1.65%	3,313	0	3,313	482	3,794
26 001-3600 Parks	169	2.88%	5,772	0	5,772	839	6,611
27 001-4000 Recreation	185	3.16%	6,318	0	6,318	919	7,237
28 001-4010 Aquatics	63	1.07%	2,152	0	2,152	313	2,464
29 001-4020 Day Care	5	0.09%	171	0	171	25	196
30 001-4050 Senior Center	50	0.85%	1,708	0	1,708	248	1,956
31 001-5400 Community Enhancement	25	0.43%	854	0	854	124	978
32 002 Developer Deposit Fund	7	0.12%	239	0	239	35	274
33 005 SA Adminstration	5	0.09%	171	0	171	25	196
34 100 Gas Tax Street	239	4.08%	8,162	0	8,162	1,187	9,349
35 101 Measure A Street	23	0.39%	785	0	785	114	900
36 102 RMRA (SB1) Gas Tax	4	0.07%	137	0	137	20	156
37 110 C.D.B.G.	12	0.20%	410	0	410	60	469
38 111 Landscape Maintenance Assmt. D	19	0.32%	649	0	649	94	743
43 200 Special Donations	12	0.20%	410	0	410	60	469

Purchasing A Allocations

Dept:6 001-1910 Purchasing

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
45 201-4050 Senior Center	6	0.10%	$205	$0	$205	$30	$235
64 600 Airport	37	0.63%	1,264	0	1,264	184	1,447
66 610 5800 Fixed Route	93	1.59%	3,176	0	3,176	462	3,638
67 610 5850 Dial-A-Ride	54	0.92%	1,844	0	1,844	268	2,112
87 690 Refuse	74	1.26%	2,527	0	2,527	367	2,895
89 700-5020 Workers Compensation	2	0.03%	68	0	68	10	78
92 761-3100 Account & Collection Service	315	5.37%	10,758	0	10,758	1,564	12,322
93 761-3110 Meter Reading & Service	63	1.07%	2,152	0	2,152	313	2,464
95 810 Successor Housing Agency	15	0.26%	512	0	512	74	587
Subtotal	5,862	100.00%	200,195	0	200,195	27,767	227,962
Direct Bills					0		0
Total					$200,195		$227,962

Basis Units: Number of PO's per department
Source:

Purchasing B Allocations

Dept:6 001-1910 Purchasing

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(97) 840 BEA Capital Project Fund	1,116,675	4.98%	$9,973	$0	$9,973	$1,393	$11,365
(81) 68X Wastewater Operations Fund	1,917,817	8.56%	17,128	0	17,128	2,392	19,519
(73) 67X Electric Operations Fund	8,545,599	38.12%	76,319	0	76,319	10,657	86,976
(68) 66X Water Operations Fund	2,803,583	12.51%	25,038	0	25,038	3,496	28,535
(57) 420 Traffic Control	6,298	0.03%	56	0	56	8	64
(49) 3XX Agency Funds	9,385	0.04%	84	0	84	12	96
(18) 001 Police	327,390	1.46%	2,924	0	2,924	408	3,332
1 001-1000 City Council	25,918	0.12%	231	0	231	0	231
2 001-1200 City Manager	48,367	0.22%	432	0	432	0	432
3 001-1300 Human Resources	13,173	0.06%	118	0	118	0	118
4 001-1400 City Clerk	24,091	0.11%	215	0	215	0	215
5 001-1900 Fiscal Services	35,876	0.16%	320	0	320	0	320
6 001-1910 Purchasing	3,454	0.02%	31	0	31	0	31
7 001-3200 Building Maintenance	175,356	0.78%	1,566	0	1,566	219	1,785
8 001-4500 Central Services	21,838	0.10%	195	0	195	27	222
9 702 Fleet Maintenance	448,361	2.00%	4,004	0	4,004	559	4,563
10 703 Information Systems Services	181,609	0.81%	1,622	0	1,622	226	1,848
14 001-0001 General	2,775	0.01%	25	0	25	3	28
15 001-1210 Economic Development	67,111	0.30%	599	0	599	84	683
16 001-1500 Elections	2,573	0.01%	23	0	23	3	26
17 001-2060 TV Government Access	12,699	0.06%	113	0	113	16	129
19 001-2210 Dispatch	1,005	0.00%	9	0	9	1	10
20 001-2300 Animal Control	123,466	0.55%	1,103	0	1,103	154	1,257
21 001-2400 Fire	19,847	0.09%	177	0	177	25	202
22 001-2700 Building & Safety	895,910	4.00%	8,001	0	8,001	1,117	9,119
23 001-2740 Code Enforcement	15,108	0.07%	135	0	135	19	154
24 001-2800 Planning	469,013	2.09%	4,189	0	4,189	585	4,774
25 001-3000 Engineering	1,374,051	6.13%	12,271	0	12,271	1,714	13,985
26 001-3600 Parks	141,685	0.63%	1,265	0	1,265	177	1,442
27 001-4000 Recreation	42,348	0.19%	378	0	378	53	431
28 001-4010 Aquatics	31,697	0.14%	283	0	283	40	323
29 001-4020 Day Care	903	0.00%	8	0	8	1	9
30 001-4050 Senior Center	17,780	0.08%	159	0	159	22	181
31 001-5400 Community Enhancement	54,615	0.24%	488	0	488	68	556
32 002 Developer Deposit Fund	16,206	0.07%	145	0	145	20	165
33 005 SA Adminstration	6,485	0.03%	58	0	58	8	66
34 100 Gas Tax Street	192,105	0.86%	1,716	0	1,716	240	1,955
35 101 Measure A Street	1,464,118	6.53%	13,076	0	13,076	1,826	14,902
36 102 RMRA (SB1) Gas Tax	614,296	2.74%	5,486	0	5,486	766	6,252
37 110 C.D.B.G.	133,151	0.59%	1,189	0	1,189	166	1,355
38 111 Landscape Maintenance Assmt. D	54,865	0.24%	490	0	490	68	558
43 200 Special Donations	2,170	0.01%	19	0	19	3	22

Purchasing B Allocations

Dept:6 001-1910 Purchasing

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
45 201-4050 Senior Center	1,525	0.01%	$14	$0	$14	$2	$16
64 600 Airport	431,683	1.93%	3,855	0	3,855	538	4,394
66 610 5800 Fixed Route	46,178	0.21%	412	0	412	58	470
67 610 5850 Dial-A-Ride	101	0.00%	1	0	1	0	1
87 690 Refuse	98,362	0.44%	878	0	878	123	1,001
89 700-5020 Workers Compensation	500	0.00%	4	0	4	1	5
92 761-3100 Account & Collection Service	185,835	0.83%	1,660	0	1,660	232	1,891
93 761-3110 Meter Reading & Service	9,095	0.04%	81	0	81	11	93
95 810 Successor Housing Agency	182,106	0.81%	1,626	0	1,626	227	1,853
Subtotal	22,416,157	100.00%	200,195	0	200,195	27,767	227,962
Direct Bills					0		0
Total					$200,195		$227,962

Basis Units: Dollar amount of PO's per department
Source:

Allocation Summary

Dept:6 001-1910 Purchasing

	Department	Purchasing A	Purchasing B	Total
(97)	840 BEA Capital Project Fund	$548	$11,365	$11,913
(81)	68X Wastewater Operations Fund	11,500	19,519	31,020
(73)	67X Electric Operations Fund	28,555	86,976	115,532
(68)	66X Water Operations Fund	23,157	28,535	51,692
(57)	420 Traffic Control	78	64	142
(49)	3XX Agency Funds	196	96	291
(18)	001 Police	11,970	3,332	15,302
1	001-1000 City Council	990	231	1,222
2	001-1200 City Manager	2,869	432	3,301
3	001-1300 Human Resources	1,195	118	1,313
4	001-1400 City Clerk	2,083	215	2,298
5	001-1900 Fiscal Services	1,434	320	1,755
6	001-1910 Purchasing	649	31	680
7	001-3200 Building Maintenance	17,955	1,785	19,739
8	001-4500 Central Services	3,442	222	3,665
9	702 Fleet Maintenance	44,867	4,563	49,430
10	703 Information Systems Services	2,973	1,848	4,821
14	001-0001 General	39	28	67
15	001-1210 Economic Development	939	683	1,622
16	001-1500 Elections	626	26	652
17	001-2060 TV Government Access	313	129	442
19	001-2210 Dispatch	117	10	128
20	001-2300 Animal Control	743	1,257	2,000
21	001-2400 Fire	469	202	671
22	001-2700 Building & Safety	2,816	9,119	11,935
23	001-2740 Code Enforcement	1,799	154	1,953
24	001-2800 Planning	4,068	4,774	8,842
25	001-3000 Engineering	3,794	13,985	17,779
26	001-3600 Parks	6,611	1,442	8,053
27	001-4000 Recreation	7,237	431	7,668
28	001-4010 Aquatics	2,464	323	2,787
29	001-4020 Day Care	196	9	205
30	001-4050 Senior Center	1,956	181	2,137
31	001-5400 Community Enhancement	978	556	1,534
32	002 Developer Deposit Fund	274	165	439
33	005 SA Adminstration	196	66	262
34	100 Gas Tax Street	9,349	1,955	11,304
35	101 Measure A Street	900	14,902	15,801
36	102 RMRA (SB1) Gas Tax	156	6,252	6,409
37	110 C.D.B.G.	469	1,355	1,825
38	111 Landscape Maintenance Assmt. D	743	558	1,302

Allocation Summary

Dept:6 001-1910 Purchasing

	Department	Purchasing A	Purchasing B	Total
43	200 Special Donations	$469	$22	$491
45	201-4050 Senior Center	235	16	250
64	600 Airport	1,447	4,394	5,841
66	610 5800 Fixed Route	3,638	470	4,108
67	610 5850 Dial-A-Ride	2,112	1	2,113
87	690 Refuse	2,895	1,001	3,896
89	700-5020 Workers Compensation	78	5	83
92	761-3100 Account & Collection Service	12,322	1,891	14,213
93	761-3110 Meter Reading & Service	2,464	93	2,557
95	810 Successor Housing Agency	587	1,853	2,440
Total		$227,962	$227,962	$455,924

001-3200 Building Maintenance
Nature and Extent of Services

The 001-3200 Building Maintenance Division provides custodial and building repair services for approximately 32,000 square feet of building space. The majority of repairs are completed in-house by the Building Repair Specialist. All custodial supplies are purchased and provided by this division.

Building Maintenance costs are distributed by the following functions:

Buildings Maintained- Single Use - Costs have been allocated based on amount of square footage per department.

City Hall - Costs have been allocated based on number of City Hall FTE's per department.

City Yard - Costs have been allocated based on number of FTE's per department.

Corp Yard Warehouse - Costs have been allocated based on amount of square footage per department.

Police Station - Costs have been allocated based on number of FTE's per department.

Fleet Maint Office - Costs have been directly allocated to Fleet Maintenance.

Water Shop - Costs have been allocated based on number of FTE's per department.

Community Center - Costs have been allocated based on number of FTE's per department.

A. Department Costs **Dept:7 001-3200 Building Maintenance**

Description		Amount	General Admin	Buildings Maintained-Single Use	City Hall	City Yard	Corp Yard Warehouse	Police Station	Fleet Maint Office	Water Shop
Personnel Costs										
Salaries	S1	184,727	0	41,609	28,281	8,374	34,463	39,461	12,157	4,538
Salary % Split			*.00%*	*22.52%*	*15.31%*	*4.53%*	*18.66%*	*21.36%*	*6.58%*	*2.46%*
Benefits	S	108,532	0	24,446	16,616	4,920	20,248	23,184	7,142	2,666
Subtotal - Personnel Costs		293,259	0	66,056	44,896	13,293	54,711	62,646	19,299	7,204
Services & Supplies Cost										
ADVERTISING/PUBLISHING	S	111	0	25	17	5	21	24	7	3
ELECTRICIAN SERVICES	S	19,889	0	4,480	3,045	902	3,711	4,249	1,309	489
ALARM SERVICE	S	4,883	0	1,100	748	221	911	1,043	321	120
PEST ERADICATION SERVICE	S	5,116	0	1,152	783	232	954	1,093	337	126
LANDSCAPE MAINTENANCE	S	37,464	0	8,439	5,735	1,698	6,989	8,003	2,465	920
UNIFORM PURCHASE/MAINT	S	500	0	113	77	23	93	107	33	12
OVERTIME MEALS	S	100	0	23	15	5	19	21	7	2
VISION ALLOWANCE	S	67	0	15	10	3	12	14	4	2
TELEPHONE SVC	S	375	0	84	57	17	70	80	25	9
NATURAL GAS SERVICE	S	550	0	124	84	25	103	117	36	14
REPAIR/MAINT-GRNDS/FIELDS	S	14,840	0	3,343	2,272	673	2,769	3,170	977	365
REPAIR/MAINT-BUILDINGS	S	132,216	0	29,781	20,241	5,993	24,666	28,244	8,701	3,248
REPAIR/MAINT-EQUIPMENT	S	4,000	0	901	612	181	746	854	263	98
REPAIR/MAINT AC/HEATING	S	23,603	0	5,317	3,613	1,070	4,403	5,042	1,553	580
PROFESSIONAL SERVICES	S	146,200	0	32,931	22,382	6,627	27,275	31,231	9,621	3,592
CUSTODIAN SERVICES	S	53,295	0	12,005	8,159	2,416	9,943	11,385	3,507	1,309
DEPARTMENTAL SUPPLIES	S	3,000	0	676	459	136	560	641	197	74
JANITORIAL SUPPLIES	S	16,275	0	3,666	2,492	738	3,036	3,477	1,071	400
BUILDING IMPROVEMENTS	S	0	0	0	0	0	0	0	0	0
LICENSES/PERMITS/FEES	S	0	0	0	0	0	0	0	0	0
JANITORIAL- PROF & JAN SUPPLIES	P	0	0	0	0	0	0	0	0	0
SUPPLIES & SERVICES	S	4,757	0	1,071	728	216	887	1,016	313	117
INTERFUND SERVICE PYMTS	D	0	0	0	0	0	0	0	0	0

A. Department Costs **Dept:7 001-3200 Building Maintenance**

Description		Amount	General Admin	Buildings Maintained-Single Use	City Hall	City Yard	Corp Yard Warehouse	Police Station	Fleet Maint Office	Water Shop
CAPITAL EQUIP	D	8,767	0	0	0	0	0	0	0	0
CAP IMPROV & EQUIP	D	280,672	0	0	0	0	0	0	0	0
Subtotal - Services & Supplies		756,680	0	105,245	71,532	21,180	87,169	99,812	30,749	11,478
Department Cost Total		1,049,939	0	171,300	116,428	34,473	141,879	162,457	50,048	18,683
Adjustments to Cost										
INTERFUND SERVICE PYMTS	D	0	0	0	0	0	0	0	0	0
CAPITAL EQUIP	D	(8,767)	0	0	0	0	0	0	0	0
CAP IMPROV & EQUIP	D	(280,672)	0	0	0	0	0	0	0	0
Subtotal - Adjustments		(289,439)	0	0	0	0	0	0	0	0
Total Costs After Adjustments		760,500	0	171,300	116,428	34,473	141,879	162,457	50,048	18,683
General Admin Distribution			0	0	0	0	0	0	0	0
Grand Total		$760,500		$171,300	$116,428	$34,473	$141,879	$162,457	$50,048	$18,683

A. Department Costs

Dept:7 001-3200 Building Maintenance

Description		Amount	Community Ctr
Personnel Costs			
Salaries	S1	184,727	15,845
Salary % Split			*8.58%*
Benefits	S	108,532	9,309
Subtotal - Personnel Costs		293,259	25,154
Services & Supplies Cost			
ADVERTISING/PUBLISHING	S	111	10
ELECTRICIAN SERVICES	S	19,889	1,706
ALARM SERVICE	S	4,883	419
PEST ERADICATION SERVICE	S	5,116	439
LANDSCAPE MAINTENANCE	S	37,464	3,213
UNIFORM PURCHASE/MAINT	S	500	43
OVERTIME MEALS	S	100	9
VISION ALLOWANCE	S	67	6
TELEPHONE SVC	S	375	32
NATURAL GAS SERVICE	S	550	47
REPAIR/MAINT-GRNDS/FIELDS	S	14,840	1,273
REPAIR/MAINT-BUILDINGS	S	132,216	11,341
REPAIR/MAINT-EQUIPMENT	S	4,000	343
REPAIR/MAINT AC/HEATING	S	23,603	2,025
PROFESSIONAL SERVICES	S	146,200	12,540
CUSTODIAN SERVICES	S	53,295	4,571
DEPARTMENTAL SUPPLIES	S	3,000	257
JANITORIAL SUPPLIES	S	16,275	1,396
BUILDING IMPROVEMENTS	S	0	0
LICENSES/PERMITS/FEES	S	0	0
JANITORIAL- PROF & JAN SUPPLIES	P	0	0
SUPPLIES & SERVICES	S	4,757	408
INTERFUND SERVICE PYMTS	D	0	0

A. Department Costs

Dept:7 001-3200 Building Maintenance

Description		Amount	Community Ctr
CAPITAL EQUIP	D	8,767	0
CAP IMPROV & EQUIP	D	280,672	0
Subtotal - Services & Supplies		756,680	40,078
Department Cost Total		1,049,939	65,232
Adjustments to Cost			
INTERFUND SERVICE PYMTS	D	0	0
CAPITAL EQUIP	D	(8,767)	0
CAP IMPROV & EQUIP	D	(280,672)	0
Subtotal - Adjustments		(289,439)	0
Total Costs After Adjustments		760,500	65,232
General Admin Distribution			0
Grand Total		$760,500	$65,232

B. Incoming Costs - (Default Spread Salary%) **Dept:7 001-3200 Building Maintenance**

	Department	First Incoming	Second Incoming	Buildings Maintained-Single Use	City Hall	City Yard	Corp Yard Warehouse	Police Station	Fleet Maint Office	Water Shop	Community Ctr
1	Council Support - Fiscal	$595	$291	$200	$136	$40	$165	$189	$58	$22	$76
1	Council Support - Personnel	1,296	644	437	297	88	362	414	128	48	166
1	Council Support-Agendas	1,947	967	656	446	132	544	623	192	72	250
	Subtotal - 001-1000 City Council	3,837	1,903	1,293	879	260	1,071	1,226	378	141	492
2	City Mgr Support-Fiscal	3,154	649	857	582	172	709	812	250	93	326
2	City Mgr Support-Personnel	6,866	1,432	1,869	1,270	376	1,548	1,773	546	204	712
	Subtotal - 001-1200 City Manager	10,020	2,081	2,726	1,852	549	2,257	2,585	796	297	1,038
3	HR Support	10,770	1,406	2,743	1,864	552	2,272	2,601	801	299	1,044
	Subtotal - 001-1300 Human Resources	10,770	1,406	2,743	1,864	552	2,272	2,601	801	299	1,044
4	City Clerk Support-Fiscal	243	124	83	56	17	68	78	24	9	31
4	City Clerk Support-Personnel	529	275	181	123	36	150	172	53	20	69
4	City Clerk Support-Agendas	2,490	1,425	882	599	177	730	836	258	96	336
	Subtotal - 001-1400 City Clerk	3,262	1,824	1,146	779	231	949	1,086	335	125	436
5	Budget	3,656	360	905	615	182	749	858	264	99	344
5	Gen'l Accounting	5,099	491	1,259	856	253	1,043	1,194	368	137	480
5	Payroll	4,907	502	1,218	828	245	1,009	1,155	356	133	464
5	Accounts Payable	8,387	922	2,097	1,425	422	1,737	1,988	613	229	798
5	Business License	2,983	318	744	505	150	616	705	217	81	283
5	AR (Non-Utility Billing)	4,660	471	1,156	786	233	957	1,096	338	126	440
	Subtotal - 001-1900 Fiscal Services	29,693	3,063	7,378	5,015	1,485	6,111	6,997	2,156	805	2,810
6	Purchasing A	15,675	2,279	4,044	2,749	814	3,350	3,835	1,182	441	1,540
6	Purchasing B	1,566	219	402	273	81	333	381	117	44	153
	Subtotal - 001-1910 Purchasing	17,242	2,498	4,446	3,022	895	3,683	4,217	1,299	485	1,693
7	City Hall	0	1,806	407	277	82	337	386	119	44	155
7	City Yard	0	1,539	347	236	70	287	329	101	38	132
	Subtotal - 001-3200 Building Maintenar	0	3,345	754	512	152	624	715	220	82	287
8	Central Services- Fiscal	0	5,471	1,232	838	248	1,021	1,169	360	134	469
8	Central Services- Personnel	0	11,913	2,683	1,824	540	2,222	2,545	784	293	1,022

B. Incoming Costs - (Default Spread Salary%) **Dept:7 001-3200 Building Maintenance**

	Department	First Incoming	Second Incoming	Buildings Maintained-Single Use	City Hall	City Yard	Corp Yard Warehouse	Police Station	Fleet Maint Office	Water Shop	Community Ctr
	Subtotal - 001-4500 Central Services	$0	$17,384	$3,916	$2,661	$788	$3,243	$3,714	$1,144	$427	$1,491
9	Vehicle Maintenance	0	6,644	1,497	1,017	301	1,240	1,419	437	163	570
	Subtotal - 702 Fleet Maintenance	0	6,644	1,497	1,017	301	1,240	1,419	437	163	570
10	Info Services Support	0	3,053	688	467	138	570	652	201	75	262
10	Phone Support	0	1,064	240	163	48	198	227	70	26	91
10	Security	0	2,044	460	313	93	381	437	135	50	175
	Subtotal - 703 Information Systems Se	0	6,161	1,388	943	279	1,149	1,316	405	151	528
Total Incoming		74,823	46,309	27,285	18,545	5,491	22,598	25,876	7,972	2,976	10,390
C. Total Allocated			$881,632	$198,585	$134,972	$39,964	$164,478	$188,333	$58,019	$21,658	$75,622
				22.52%	15.31%	4.53%	18.66%	21.36%	6.58%	2.46%	8.58%

Buildings Maintained- Single Use Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	2,000	6.32%	$11,896	$0	$11,896	$660	$12,556
(18) 001 Police	2,500	7.90%	14,870	0	14,870	824	15,694
21 001-2400 Fire	10,544	33.33%	62,716	0	62,716	3,477	66,193
27 001-4000 Recreation	1,589	5.02%	9,451	0	9,451	524	9,975
28 001-4010 Aquatics	6,177	19.53%	36,741	0	36,741	2,037	38,778
30 001-4050 Senior Center	6,029	19.06%	35,861	0	35,861	1,988	37,849
64 600 Airport	1,500	4.74%	8,922	0	8,922	495	9,417
103 All Other	1,294	4.09%	7,697	0	7,697	427	8,123
Subtotal	31,633	100.00%	188,154	0	188,154	10,431	198,585
Direct Bills					0		0
Total					$188,154		$198,585

Basis Units: Amount of square footage per department
Source:

City Hall Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	3.06	4.32%	$5,527	$0	$5,527	$507	$6,034
(73) 67X Electric Operations Fund	2.45	3.46%	4,425	0	4,425	406	4,831
(68) 66X Water Operations Fund	3.52	4.97%	6,358	0	6,358	583	6,941
1 001-1000 City Council	5.00	7.06%	9,031	0	9,031	0	9,031
2 001-1200 City Manager	4.00	5.65%	7,225	0	7,225	0	7,225
3 001-1300 Human Resources	3.00	4.24%	5,419	0	5,419	0	5,419
4 001-1400 City Clerk	2.00	2.82%	3,613	0	3,613	0	3,613
5 001-1900 Fiscal Services	10.00	14.12%	18,063	0	18,063	0	18,063
6 001-1910 Purchasing	3.00	4.24%	5,419	0	5,419	0	5,419
7 001-3200 Building Maintenance	1.00	1.41%	1,806	0	1,806	0	1,806
9 702 Fleet Maintenance	1.00	1.41%	1,806	0	1,806	166	1,972
10 703 Information Systems Services	1.00	1.41%	1,806	0	1,806	166	1,972
15 001-1210 Economic Development	1.00	1.41%	1,806	0	1,806	166	1,972
17 001-2060 TV Government Access	1.00	1.41%	1,806	0	1,806	166	1,972
22 001-2700 Building & Safety	3.00	4.24%	5,419	0	5,419	497	5,916
24 001-2800 Planning	3.00	4.24%	5,419	0	5,419	497	5,916
25 001-3000 Engineering	7.00	9.89%	12,644	0	12,644	1,160	13,803
34 100 Gas Tax Street	1.00	1.41%	1,806	0	1,806	166	1,972
66 610 5800 Fixed Route	0.20	0.28%	361	0	361	33	394
87 690 Refuse	0.57	0.81%	1,030	0	1,030	94	1,124
92 761-3100 Account & Collection Service	10.00	14.12%	18,063	0	18,063	1,656	19,719
93 761-3110 Meter Reading & Service	5.00	7.06%	9,031	0	9,031	828	9,859
Subtotal	70.80	100.00%	127,883	0	127,883	7,090	134,972
Direct Bills					0		0
Total					$127,883		$134,972

Basis Units: Number of City Hall FTE's per department
Source:

City Yard Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	0.30	1.22%	$462	$0	$462	$27	$488
(73) 67X Electric Operations Fund	16.10	65.45%	24,782	0	24,782	1,432	26,214
(68) 66X Water Operations Fund	0.70	2.85%	1,077	0	1,077	62	1,140
7 001-3200 Building Maintenance	1.00	4.07%	1,539	0	1,539	0	1,539
10 703 Information Systems Services	1.00	4.07%	1,539	0	1,539	89	1,628
34 100 Gas Tax Street	5.10	20.73%	7,850	0	7,850	454	8,304
38 111 Landscape Maintenance Assmt. D	0.10	0.41%	154	0	154	9	163
64 600 Airport	0.05	0.20%	77	0	77	4	81
87 690 Refuse	0.25	1.02%	385	0	385	22	407
Subtotal	24.60	100.00%	37,865	0	37,865	2,099	39,964
Direct Bills					0		0
Total					$37,865		$39,964

Basis Units: Number of FTE's per department
Source:

Corp Yard Warehouse Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(73) 67X Electric Operations Fund	17,500	66.79%	$104,090	$0	$104,090	$5,771	$109,861
34 100 Gas Tax Street	8,700	33.21%	51,748	0	51,748	2,869	54,617
Subtotal	26,200	100.00%	155,838	0	155,838	8,639	164,478
Direct Bills					0		0
Total					$155,838		$164,478

Basis Units: Amount of square footage per department
Source:

Police Station Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(18) 001 Police	39	90.70%	$161,842	$0	$161,842	$8,972	$170,814
20 001-2300 Animal Control	2	4.65%	8,300	0	8,300	460	8,760
23 001-2740 Code Enforcement	2	4.65%	8,300	0	8,300	460	8,760
Subtotal	43	100.00%	178,441	0	178,441	9,893	188,333
Direct Bills					0		0
Total					$178,441		$188,333

Basis Units: Number of FTE's per department
Source:

Fleet Maint Office Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
9 702 Fleet Maintenance	6.00	32.97%	$18,123	$0	$18,123	$1,005	$19,127
66 610 5800 Fixed Route	12.20	67.03%	36,849	0	36,849	2,043	38,892
Subtotal	18.20	100.00%	54,972	0	54,972	3,048	58,019
Direct Bills					0		0
Total					$54,972		$58,019

Basis Units: Directly allocated to Fleet Maintenance
Source:

Water Shop Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	3	20.00%	$4,104	$0	$4,104	$228	$4,332
(68) 66X Water Operations Fund	12	80.00%	16,417	0	16,417	910	17,327
Subtotal	15	100.00%	20,521	0	20,521	1,138	21,658
Direct Bills					0		0
Total					$20,521		$21,658

Basis Units: Number of FTE's per department
Source:

Community Ctr Allocations

Dept:7 001-3200 Building Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
27 001-4000 Recreation	3.32	100.00%	$71,650	$0	$71,650	$3,972	$75,622
Subtotal	3.32	100.00%	71,650	0	71,650	3,972	75,622
Direct Bills					0		0
Total					$71,650		$75,622

Basis Units: Number of FTE's per department
Source:

City of Banning
Full Cost Allocation Plan

Allocation Summary **Dept:7 001-3200 Building Maintenance**

	Department	Buildings Maintained-Single Use	City Hall	City Yard	Corp Yard Warehouse	Police Station	Fleet Maint Office	Water Shop	Community Ctr	Total
(81)	68X Wastewater Operations Fund	$12,556	$6,034	$488	$0	$0	$0	$4,332	$0	$23,410
(73)	67X Electric Operations Fund	0	4,831	26,214	109,861	0	0	0	0	140,906
(68)	66X Water Operations Fund	0	6,941	1,140	0	0	0	17,327	0	25,407
(18)	001 Police	15,694	0	0	0	170,814	0	0	0	186,508
1	001-1000 City Council	0	9,031	0	0	0	0	0	0	9,031
2	001-1200 City Manager	0	7,225	0	0	0	0	0	0	7,225
3	001-1300 Human Resources	0	5,419	0	0	0	0	0	0	5,419
4	001-1400 City Clerk	0	3,613	0	0	0	0	0	0	3,613
5	001-1900 Fiscal Services	0	18,063	0	0	0	0	0	0	18,063
6	001-1910 Purchasing	0	5,419	0	0	0	0	0	0	5,419
7	001-3200 Building Maintenance	0	1,806	1,539	0	0	0	0	0	3,345
9	702 Fleet Maintenance	0	1,972	0	0	0	19,127	0	0	21,099
10	703 Information Systems Services	0	1,972	1,628	0	0	0	0	0	3,600
15	001-1210 Economic Development	0	1,972	0	0	0	0	0	0	1,972
17	001-2060 TV Government Access	0	1,972	0	0	0	0	0	0	1,972
20	001-2300 Animal Control	0	0	0	0	8,760	0	0	0	8,760
21	001-2400 Fire	66,193	0	0	0	0	0	0	0	66,193
22	001-2700 Building & Safety	0	5,916	0	0	0	0	0	0	5,916
23	001-2740 Code Enforcement	0	0	0	0	8,760	0	0	0	8,760
24	001-2800 Planning	0	5,916	0	0	0	0	0	0	5,916
25	001-3000 Engineering	0	13,803	0	0	0	0	0	0	13,803
27	001-4000 Recreation	9,975	0	0	0	0	0	0	75,622	85,597
28	001-4010 Aquatics	38,778	0	0	0	0	0	0	0	38,778
30	001-4050 Senior Center	37,849	0	0	0	0	0	0	0	37,849
34	100 Gas Tax Street	0	1,972	8,304	54,617	0	0	0	0	64,892
38	111 Landscape Maintenance Assmt. D	0	0	163	0	0	0	0	0	163
64	600 Airport	9,417	0	81	0	0	0	0	0	9,498
66	610 5800 Fixed Route	0	394	0	0	0	38,892	0	0	39,286
87	690 Refuse	0	1,124	407	0	0	0	0	0	1,531
92	761-3100 Account & Collection Service	0	19,719	0	0	0	0	0	0	19,719
93	761-3110 Meter Reading & Service	0	9,859	0	0	0	0	0	0	9,859
103	All Other	8,123	0	0	0	0	0	0	0	8,123
Total		$198,585	$134,972	$39,964	$164,478	$188,333	$58,019	$21,658	$75,622	$881,632

001-4500 Central Services
Nature and Extent of Services

The Central Services budget unit accounts for municipal expenditure items not directly attributable to individual departmental operations and/or items benefiting all departments. These costs are mostly made up of contract services for the benefit of all the departments in the City.

Central Services costs are distributed by the following functions:

Central Services- Fiscal - Costs have been allocated based on total operating budget per department.

Central Services- Personnel - Costs have been allocated based on number of FTE's per department.

City of Banning
Full Cost Allocation Plan

A. Department Costs

Dept:8 001-4500 Central Services

Description		Amount	General Admin	Central Services-Fiscal	Central Services-Personnel
Personnel Costs					
Salaries	S1	0	0	0	0
Salary % Split			*.00%*	*.00%*	*.00%*
Benefits	S	0	0	0	0
Subtotal - Personnel Costs		0	0	0	0
Services & Supplies Cost					
POSTAGE/MAILING COSTS	S	15,207	0	7,604	7,604
UTILITIES-BANNING	S	66,548	0	33,274	33,274
TELEPHONE SVC	S	60,316	0	30,158	30,158
NATURAL GAS SERVICE	S	6,656	0	3,328	3,328
REPAIR/MAINT-EQUIP	S	20,024	0	10,012	10,012
REPAIR/MAINT-SOFTWARE	S	3,149	0	1,575	1,575
RENT/LEASE EXPENSE	S	11,974	0	5,987	5,987
PROFESSIONAL SERVICES	S	163,896	0	81,948	81,948
DEPARTMENTAL SUPPLIES	S	10,985	0	5,493	5,493
INTERFUND SVC	S	594,643	0	297,322	297,322
OTHER INTERFUND	S	224,325	0	112,163	112,163
CITY HALL LEASE	S	0	0	0	0
LEASE/PURCHASE PAYMENTS	S	0	0	0	0
TRNSFR-GAS TAX STREET FD	D	0	0	0	0
TRNSFR-TRANSIT FUND	D	0	0	0	0
Subtotal - Services & Supplies		1,177,723	0	588,862	588,862
Department Cost Total		1,177,723	0	588,862	588,862
Adjustments to Cost					
TRNSFR-GAS TAX STREET FD	D	0	0	0	0
TRNSFR-TRANSIT FUND	D	0	0	0	0
Subtotal - Adjustments		0	0	0	0
Total Costs After Adjustments		1,177,723	0	588,862	588,862
General Admin Distribution			0	0	0
Grand Total		$1,177,723		$588,862	$588,862

B. Incoming Costs - (Default Spread Expense%)

Dept:8 001-4500 Central Services

	Department	First Incoming	Second Incoming	Central Services- Fiscal	Central Services- Personnel
1	Council Support - Fiscal	$281	$138	$209	$209
	Subtotal - 001-1000 City Council	281	138	209	209
2	City Mgr Support-Fiscal	1,488	306	897	897
	Subtotal - 001-1200 City Manager	1,488	306	897	897
4	City Clerk Support-Fiscal	115	58	86	86
	Subtotal - 001-1400 City Clerk	115	58	86	86
5	Budget	1,725	170	947	947
5	Gen'l Accounting	140	14	77	77
5	Accounts Payable	3,299	363	1,831	1,831
5	Business License	1,407	150	779	779
5	AR (Non-Utility Billing)	1,892	191	1,041	1,041
	Subtotal - 001-1900 Fiscal Services	8,463	887	4,675	4,675
6	Purchasing A	3,005	437	1,721	1,721
6	Purchasing B	195	27	111	111
	Subtotal - 001-1910 Purchasing	3,200	464	1,832	1,832
8	Central Services- Fiscal	0	2,581	1,291	1,291
	Subtotal - 001-4500 Central Services	0	2,581	1,291	1,291
11	Liability Insurance	0	358,381	179,190	179,190
	Subtotal - 700-5040 Liability Insurance	0	358,381	179,190	179,190
Total Incoming		13,546	362,815	188,181	188,181
C. Total Allocated			$1,554,084	$777,042	$777,042
				50.00%	50.00%

Central Services- Fiscal Allocations

Dept:8 001-4500 Central Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	2,902,177	3.51%	$20,879	$0	$20,879	$6,734	$27,613
(73) 67X Electric Operations Fund	30,157,589	36.43%	216,964	0	216,964	69,972	286,937
(68) 66X Water Operations Fund	7,396,954	8.93%	53,216	0	53,216	17,163	70,379
(57) 420 Traffic Control	1,073	0.00%	8	0	8	2	10
(49) 3XX Agency Funds	4,168	0.01%	30	0	30	10	40
(18) 001 Police	10,348,695	12.50%	74,452	0	74,452	24,011	98,463
1 001-1000 City Council	194,327	0.23%	1,398	0	1,398	0	1,398
2 001-1200 City Manager	682,109	0.82%	4,907	0	4,907	0	4,907
3 001-1300 Human Resources	528,626	0.64%	3,803	0	3,803	0	3,803
4 001-1400 City Clerk	158,480	0.19%	1,140	0	1,140	0	1,140
5 001-1900 Fiscal Services	1,584,322	1.91%	11,398	0	11,398	0	11,398
6 001-1910 Purchasing	339,414	0.41%	2,442	0	2,442	0	2,442
7 001-3200 Building Maintenance	760,500	0.92%	5,471	0	5,471	0	5,471
8 001-4500 Central Services	358,755	0.43%	2,581	0	2,581	0	2,581
9 702 Fleet Maintenance	1,906,839	2.30%	13,718	0	13,718	4,424	18,143
10 703 Information Systems Services	869,038	1.05%	6,252	0	6,252	2,016	8,269
11 700-5040 Liability Insurance	2,727,749	3.29%	19,624	0	19,624	6,329	25,953
12 700-5300 City Attorney	867,414	1.05%	6,240	0	6,240	2,013	8,253
15 001-1210 Economic Development	377,388	0.46%	2,715	0	2,715	876	3,591
16 001-1500 Elections	44,500	0.05%	320	0	320	103	423
17 001-2060 TV Government Access	147,793	0.18%	1,063	0	1,063	343	1,406
19 001-2210 Dispatch	982,865	1.19%	7,071	0	7,071	2,280	9,352
20 001-2300 Animal Control	308,056	0.37%	2,216	0	2,216	715	2,931
21 001-2400 Fire	3,584,207	4.33%	25,786	0	25,786	8,316	34,102
22 001-2700 Building & Safety	1,706,314	2.06%	12,276	0	12,276	3,959	16,235
23 001-2740 Code Enforcement	356,510	0.43%	2,565	0	2,565	827	3,392
24 001-2800 Planning	1,343,064	1.62%	9,662	0	9,662	3,116	12,779
25 001-3000 Engineering	2,475,703	2.99%	17,811	0	17,811	5,744	23,555
26 001-3600 Parks	768,983	0.93%	5,532	0	5,532	1,784	7,317
27 001-4000 Recreation	1,072,878	1.30%	7,719	0	7,719	2,489	10,208
28 001-4010 Aquatics	241,463	0.29%	1,737	0	1,737	560	2,297
29 001-4020 Day Care	58,486	0.07%	421	0	421	136	556
30 001-4050 Senior Center	139,609	0.17%	1,004	0	1,004	324	1,328
31 001-5400 Community Enhancement	102,900	0.12%	740	0	740	239	979
32 002 Developer Deposit Fund	235,497	0.28%	1,694	0	1,694	546	2,241
33 005 SA Adminstration	8,935	0.01%	64	0	64	21	85
34 100 Gas Tax Street	1,333,621	1.61%	9,595	0	9,595	3,094	12,689
37 110 C.D.B.G.	10,000	0.01%	72	0	72	23	95
38 111 Landscape Maintenance Assmt. D	218,936	0.26%	1,575	0	1,575	508	2,083
39 132 Air Quality Improvement	3,000	0.00%	22	0	22	7	29
43 200 Special Donations	13,707	0.02%	99	0	99	32	130
45 201-4050 Senior Center	3,075	0.00%	22	0	22	7	29

Central Services- Fiscal Allocations

Dept:8 001-4500 Central Services

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
46	201-4060 Senior Center Advisory Boar	5,300	0.01%	$38	$0	$38	$12	$50
48	203 Police Volunteer	787	0.00%	6	0	6	2	7
62	451 Park Development	25,000	0.03%	180	0	180	58	238
64	600 Airport	231,145	0.28%	1,663	0	1,663	536	2,199
66	610 5800 Fixed Route	1,452,528	1.75%	10,450	0	10,450	3,370	13,820
67	610 5850 Dial-A-Ride	29,983	0.04%	216	0	216	70	285
87	690 Refuse	563,178	0.68%	4,052	0	4,052	1,307	5,358
89	700-5020 Workers Compensation	1,066,550	1.29%	7,673	0	7,673	2,475	10,148
90	700-5030 Unemployment Insurance	78,683	0.10%	566	0	566	183	749
92	761-3100 Account & Collection Service	1,425,078	1.72%	10,253	0	10,253	3,306	13,559
93	761-3110 Meter Reading & Service	571,833	0.69%	4,114	0	4,114	1,327	5,441
95	810 Successor Housing Agency	14,443	0.02%	104	0	104	34	137
96	830 Debt Service	1,750	0.00%	13	0	13	4	17
Subtotal		82,791,977	100.00%	595,635	0	595,635	181,407	777,042
Direct Bills						0		0
Total						$595,635		$777,042

Basis Units: Total Operating Budget per department
Source:

Central Services- Personnel Allocations **Dept:8 001-4500 Central Services**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	14	4.67%	$27,796	$0	$27,796	$9,441	$37,238
(73)	67X Electric Operations Fund	31	10.33%	61,549	0	61,549	20,906	82,455
(68)	66X Water Operations Fund	24	8.00%	47,651	0	47,651	16,185	63,836
(18)	001 Police	38	12.67%	75,447	0	75,447	25,626	101,073
1	001-1000 City Council	5	1.67%	9,927	0	9,927	0	9,927
2	001-1200 City Manager	2	0.67%	3,971	0	3,971	0	3,971
3	001-1300 Human Resources	3	1.00%	5,956	0	5,956	0	5,956
4	001-1400 City Clerk	2	0.67%	3,971	0	3,971	0	3,971
5	001-1900 Fiscal Services	10	3.33%	19,854	0	19,854	0	19,854
6	001-1910 Purchasing	3	1.00%	5,956	0	5,956	0	5,956
7	001-3200 Building Maintenance	6	2.00%	11,913	0	11,913	0	11,913
9	702 Fleet Maintenance	7	2.33%	13,898	0	13,898	4,721	18,619
10	703 Information Systems Services	2	0.67%	3,971	0	3,971	1,349	5,320
11	700-5040 Liability Insurance	3	1.00%	5,956	0	5,956	2,023	7,979
15	001-1210 Economic Development	1	0.33%	1,985	0	1,985	674	2,660
17	001-2060 TV Government Access	1	0.33%	1,985	0	1,985	674	2,660
19	001-2210 Dispatch	10	3.33%	19,854	0	19,854	6,744	26,598
22	001-2700 Building & Safety	3	1.00%	5,956	0	5,956	2,023	7,979
23	001-2740 Code Enforcement	4	1.33%	7,942	0	7,942	2,698	10,639
24	001-2800 Planning	3	1.00%	5,956	0	5,956	2,023	7,979
25	001-3000 Engineering	7	2.33%	13,898	0	13,898	4,721	18,619
26	001-3600 Parks	7	2.33%	13,898	0	13,898	4,721	18,619
27	001-4000 Recreation	15	5.00%	29,782	0	29,782	10,116	39,897
28	001-4010 Aquatics	26	8.67%	51,622	0	51,622	17,534	69,155
30	001-4050 Senior Center	6	2.00%	11,913	0	11,913	4,046	15,959
34	100 Gas Tax Street	14	4.67%	27,796	0	27,796	9,441	37,238
38	111 Landscape Maintenance Assmt. D	2	0.67%	3,971	0	3,971	1,349	5,320
64	600 Airport	5	1.67%	9,927	0	9,927	3,372	13,299
66	610 5800 Fixed Route	18	6.00%	35,738	0	35,738	12,139	47,877
67	610 5850 Dial-A-Ride	3	1.00%	5,956	0	5,956	2,023	7,979
87	690 Refuse	5	1.67%	9,927	0	9,927	3,372	13,299
89	700-5020 Workers Compensation	3	1.00%	5,956	0	5,956	2,023	7,979
90	700-5030 Unemployment Insurance	2	0.67%	3,971	0	3,971	1,349	5,320
92	761-3100 Account & Collection Service	10	3.33%	19,854	0	19,854	6,744	26,598
93	761-3110 Meter Reading & Service	5	1.67%	9,927	0	9,927	3,372	13,299

Central Services- Personnel Allocations

Dept:8 001-4500 Central Services

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
Subtotal	300	100.00%	595,635	0	595,635	181,407	777,042
Direct Bills					0		0
Total					$595,635		$777,042

Basis Units: Number of FTE's per department
Source:

Allocation Summary

Dept:8 001-4500 Central Services

	Department	Central Services-Fiscal	Central Services-Personnel	Total
(81)	68X Wastewater Operations Fund	$27,613	$37,238	$64,851
(73)	67X Electric Operations Fund	286,937	82,455	369,391
(68)	66X Water Operations Fund	70,379	63,836	134,215
(57)	420 Traffic Control	10	0	10
(49)	3XX Agency Funds	40	0	40
(18)	001 Police	98,463	101,073	199,537
1	001-1000 City Council	1,398	9,927	11,325
2	001-1200 City Manager	4,907	3,971	8,878
3	001-1300 Human Resources	3,803	5,956	9,759
4	001-1400 City Clerk	1,140	3,971	5,111
5	001-1900 Fiscal Services	11,398	19,854	31,253
6	001-1910 Purchasing	2,442	5,956	8,398
7	001-3200 Building Maintenance	5,471	11,913	17,384
8	001-4500 Central Services	2,581	0	2,581
9	702 Fleet Maintenance	18,143	18,619	36,762
10	703 Information Systems Services	8,269	5,320	13,588
11	700-5040 Liability Insurance	25,953	7,979	33,933
12	700-5300 City Attorney	8,253	0	8,253
15	001-1210 Economic Development	3,591	2,660	6,251
16	001-1500 Elections	423	0	423
17	001-2060 TV Government Access	1,406	2,660	4,066
19	001-2210 Dispatch	9,352	26,598	35,950
20	001-2300 Animal Control	2,931	0	2,931
21	001-2400 Fire	34,102	0	34,102
22	001-2700 Building & Safety	16,235	7,979	24,214
23	001-2740 Code Enforcement	3,392	10,639	14,031
24	001-2800 Planning	12,779	7,979	20,758
25	001-3000 Engineering	23,555	18,619	42,174
26	001-3600 Parks	7,317	18,619	25,935
27	001-4000 Recreation	10,208	39,897	50,105
28	001-4010 Aquatics	2,297	69,155	71,453
29	001-4020 Day Care	556	0	556
30	001-4050 Senior Center	1,328	15,959	17,287
31	001-5400 Community Enhancement	979	0	979
32	002 Developer Deposit Fund	2,241	0	2,241
33	005 SA Adminstration	85	0	85
34	100 Gas Tax Street	12,689	37,238	49,926
37	110 C.D.B.G.	95	0	95
38	111 Landscape Maintenance Assmt. D	2,083	5,320	7,403
39	132 Air Quality Improvement	29	0	29
43	200 Special Donations	130	0	130

Allocation Summary

Dept:8 001-4500 Central Services

	Department	Central Services-Fiscal	Central Services-Personnel	Total
45	201-4050 Senior Center	$29	$0	$29
46	201-4060 Senior Center Advisory Boar	50	0	50
48	203 Police Volunteer	7	0	7
62	451 Park Development	238	0	238
64	600 Airport	2,199	13,299	15,498
66	610 5800 Fixed Route	13,820	47,877	61,697
67	610 5850 Dial-A-Ride	285	7,979	8,265
87	690 Refuse	5,358	13,299	18,658
89	700-5020 Workers Compensation	10,148	7,979	18,127
90	700-5030 Unemployment Insurance	749	5,320	6,068
92	761-3100 Account & Collection Service	13,559	26,598	40,157
93	761-3110 Meter Reading & Service	5,441	13,299	18,740
95	810 Successor Housing Agency	137	0	137
96	830 Debt Service	17	0	17
Total		$777,042	$777,042	$1,554,084

702 Fleet Maintenance
Nature and Extent of Services

The Fleet Maintenance Division is responsible for the maintenance and repair of all:

- City vehicles and equipment
- Transit/Dial-a-Ride vehicles
- City fuel acquisition and management

Fleet Maintenance costs are distributed by the following functions:

Vehicle Maintenance - Costs have been allocated based on number of hours of vehicle maintenance per department.

CNG Gas Contract - Costs have been allocated based on the amount of gas used per fund.

A. Department Costs

Dept:9 702 Fleet Maintenance

Description		Amount	General Admin	Vehicle Maintenance	CNG Gas Contract
Personnel Costs					
Salaries	S1	371,397	0	371,397	0
Salary % Split			*.00%*	*100.00%*	*.00%*
Benefits	S	199,495	0	199,495	0
Subtotal - Personnel Costs		570,892	0	570,892	0
Services & Supplies Cost					
ADVERTISING/PUBLISHING	S	249	0	249	0
POSTAGE/MAILING COSTS	S	16	0	16	0
TRAVEL/CONFERENCES	S	1,500	0	1,500	0
STAFF TRAINING	S	4,530	0	4,530	0
LAUNDRY/CLEANING	S	507	0	507	0
ALARM SERVICE	S	420	0	420	0
CONTRACT EMPLOYMENT SVCS	S	100	0	100	0
RECYCLING SERVICES	S	3,825	0	3,825	0
UNIFORM PURCHASE/MAINT	S	3,346	0	3,346	0
TOOL ALLOWANCE	S	3,500	0	3,500	0
OVERTIME MEALS	S	510	0	510	0
VISION ALLOWANCE	S	344	0	344	0
UTILITIES-BANNING	S	24,535	0	24,535	0
TELEPHONE SVC	S	2,436	0	2,436	0
NATURAL GAS SERVICE	S	4,918	0	4,918	0
BUILDING IMPROVEMENTS	S	0	0	0	0
COMPUTER HARDWARE	S	0	0	0	0
CREDIT CARD FEES	S	0	0	0	0
JOINT AGENCY ASSESSMENTS	S	0	0	0	0
LEASE/PURCHASE PAYMENTS	S	0	0	0	0
LICENSES/PERMITS/FEES	S	0	0	0	0
TOOLS	S	0	0	0	0
REPAIR/MAINT-BUILDINGS	S	8,000	0	8,000	0

A. Department Costs

Dept:9 702 Fleet Maintenance

Description		Amount	General Admin	Vehicle Maintenance	CNG Gas Contract
REPAIR/MAINT-VEHICLES	S	234,109	0	234,109	0
REPAIR/MAINT-EQUIPMENT	S	109,887	0	109,887	0
REPAIR/MAINT-SOFTWARE	S	10,150	0	10,150	0
REPAIR/MAINT-HDWRE-CNTRCT	S	2,535	0	2,535	0
REPAIR/MAINT-AC/HEATING	S	15,000	0	15,000	0
RENT/LEASE EXPENSE	S	16,830	0	16,830	0
PROFESSIONAL SERVICES	S	26,158	0	26,158	0
MEDICAL/PHYSICAL EXAMS	S	82	0	82	0
DEPARTMENTAL SUPPLIES	S	3,030	0	3,030	0
GASOLINE/DIESEL FUEL	S	450,000	0	450,000	0
OIL/LUBRICANTS	S	10,680	0	10,680	0
STATE FUEL TAX	S	(1,502)	0	(1,502)	0
CNG FUEL	S	196,200	0	196,200	0
SUPPLIES & SERVICES	S	204,052	0	204,052	0
INTERFUND	S	180,403	0	180,403	0
CAP IMPROV & EQUIP	D	130,000	0	0	0
Subtotal - Services & Supplies		1,646,350	0	1,516,350	0
Department Cost Total		2,217,242	0	2,087,242	0
Adjustments to Cost					
CAP IMPROV & EQUIP	D	(130,000)	0	0	0
Subtotal - Adjustments		(130,000)	0	0	0
Total Costs After Adjustments		2,087,242	0	2,087,242	0
General Admin Distribution			0	0	0
Grand Total		$2,087,242		$2,087,242	$0

B. Incoming Costs - (Default Spread Salary%)

Dept:9 702 Fleet Maintenance

	Department	First Incoming	Second Incoming	Vehicle Maintenance	CNG Gas Contract
1	Council Support - Fiscal	$1,492	$731	$2,223	$0
1	Council Support - Personnel	1,511	751	2,263	0
1	Council Support-Agendas	1,770	879	2,649	0
	Subtotal - 001-1000 City Council	4,773	2,361	7,135	0
2	City Mgr Support-Fiscal	7,907	1,627	9,534	0
2	City Mgr Support-Personnel	8,010	1,670	9,681	0
	Subtotal - 001-1200 City Manager	15,917	3,297	19,215	0
3	HR Support	12,565	1,640	14,205	0
	Subtotal - 001-1300 Human Resources	12,565	1,640	14,205	0
4	City Clerk Support-Fiscal	609	310	919	0
4	City Clerk Support-Personnel	617	321	938	0
4	City Clerk Support-Agendas	2,264	1,295	3,559	0
	Subtotal - 001-1400 City Clerk	3,489	1,927	5,416	0
5	Budget	9,167	903	10,069	0
5	Gen'l Accounting	2,850	275	3,125	0
5	Payroll	5,725	585	6,310	0
5	Accounts Payable	29,050	3,192	32,243	0
5	AR (Non-Utility Billing)	12,116	1,225	13,341	0
	Subtotal - 001-1900 Fiscal Services	58,908	6,180	65,088	0
6	Purchasing A	39,172	5,695	44,867	0
6	Purchasing B	4,004	559	4,563	0
	Subtotal - 001-1910 Purchasing	43,176	6,255	49,430	0
7	City Hall	1,806	166	1,972	0
7	Fleet Maint Office	18,123	1,005	19,127	0
	Subtotal - 001-3200 Building Maintenar	19,929	1,170	21,099	0
8	Central Services- Fiscal	13,718	4,424	18,143	0
8	Central Services- Personnel	13,898	4,721	18,619	0
	Subtotal - 001-4500 Central Services	27,617	9,145	36,762	0
9	Vehicle Maintenance	0	10,298	10,298	0

B. Incoming Costs - (Default Spread Salary%)

Dept:9 702 Fleet Maintenance

	Department	First Incoming	Second Incoming	Vehicle Maintenance	CNG Gas Contract
9	CNG Gas Contract	$0	$0	$0	$0
	Subtotal - 702 Fleet Maintenance	0	10,298	10,298	0
10	Info Services Support	0	9,160	9,160	0
10	Phone Support	0	4,255	4,255	0
10	Security	0	2,044	2,044	0
	Subtotal - 703 Information Systems Se	0	15,459	15,459	0
Total Incoming		186,374	57,732	244,107	0
C. Total Allocated			$2,331,349	$2,331,349	$0
				100.00%	

Vehicle Maintenance Allocations **Dept:9 702 Fleet Maintenance**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	3,771	2.24%	$51,030	$0	$51,030	$1,306	$52,336
(73) 67X Electric Operations Fund	8,855	5.27%	119,829	0	119,829	3,066	122,894
(68) 66X Water Operations Fund	7,847	4.67%	106,188	0	106,188	2,717	108,905
(18) 001 Police	20,672	12.30%	279,740	0	279,740	7,157	286,896
7 001-3200 Building Maintenance	491	0.29%	6,644	0	6,644	0	6,644
9 702 Fleet Maintenance	761	0.45%	10,298	0	10,298	0	10,298
22 001-2700 Building & Safety	159	0.09%	2,152	0	2,152	55	2,207
26 001-3600 Parks	4,662	2.77%	63,088	0	63,088	1,614	64,702
34 100 Gas Tax Street	10,789	6.42%	146,000	0	146,000	3,735	149,735
66 610 5800 Fixed Route	92,779	55.22%	1,255,514	0	1,255,514	32,120	1,287,633
67 610 5850 Dial-A-Ride	15,871	9.45%	214,771	0	214,771	5,494	220,266
93 761-3110 Meter Reading & Service	1,357	0.81%	18,363	0	18,363	470	18,833
Subtotal	168,014	100.00%	2,273,616	0	2,273,616	57,732	2,331,349
Direct Bills					0		0
Total					$2,273,616		$2,331,349

Basis Units: Number of hours of vehicle maintenance per department
Source:

CNG Gas Contract Allocations

Dept:9 702 Fleet Maintenance

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	7,509	1.07%	$0	$0	$0	$0	$0
(73) 67X Electric Operations Fund	56,486	8.05%	0	0	0	0	0
(68) 66X Water Operations Fund	128,936	18.38%	0	0	0	0	0
(18) 001 Police	325,432	46.38%	0	0	0	0	0
9 702 Fleet Maintenance	24,616	3.51%	0	0	0	0	0
21 001-2400 Fire	1,429	0.20%	0	0	0	0	0
22 001-2700 Building & Safety	5,228	0.75%	0	0	0	0	0
25 001-3000 Engineering	7,104	1.01%	0	0	0	0	0
26 001-3600 Parks	19,731	2.81%	0	0	0	0	0
34 100 Gas Tax Street	37,045	5.28%	0	0	0	0	0
66 610 5800 Fixed Route	16,079	2.29%	0	0	0	0	0
67 610 5850 Dial-A-Ride	51,411	7.33%	0	0	0	0	0
93 761-3110 Meter Reading & Service	20,671	2.95%	0	0	0	0	0
Subtotal	701,677	100.00%	0	0	0	0	0
Direct Bills					0		0
Total					$0		$0

Basis Units: Amount of gas used per fund
Source:

Allocation Summary

Dept:9 702 Fleet Maintenance

	Department	Vehicle Maintenance	CNG Gas Contract	Total
(81)	68X Wastewater Operations Fund	$52,336	$0	$52,336
(73)	67X Electric Operations Fund	122,894	0	122,894
(68)	66X Water Operations Fund	108,905	0	108,905
(18)	001 Police	286,896	0	286,896
7	001-3200 Building Maintenance	6,644	0	6,644
9	702 Fleet Maintenance	10,298	0	10,298
22	001-2700 Building & Safety	2,207	0	2,207
26	001-3600 Parks	64,702	0	64,702
34	100 Gas Tax Street	149,735	0	149,735
66	610 5800 Fixed Route	1,287,633	0	1,287,633
67	610 5850 Dial-A-Ride	220,266	0	220,266
93	761-3110 Meter Reading & Service	18,833	0	18,833
Total		$2,331,349	$0	$2,331,349

703 Information Systems Services
Nature and Extent of Services

The Information Systems Services Department (IS) has operational, strategic and fiscal responsibility for the innovation, implementation and advancement of technology for the City of Banning. The IS Group is customer-centered and driven by its commitment to the City employees.

Information Services main focal areas are:

- Network Administration & End-User Support
- Network Security & Website maintenance
- Implementation & support of all City computer systems

Information Systems Services costs are distributed by the following functions:

Info Services Support - Costs have been allocated based on number of pc's, laptops and printers per department.

Phone Support - Costs have been allocated based on number of phones per department.

Security - Costs have been allocated based on number of City Hall FTE's per department.

A. Department Costs

Dept:10 703 Information Systems Services

Description		Amount	General Admin	Info Services Support	Phone Support	Security
Personnel Costs						
Salaries	S1	354,032	0	247,822	70,806	35,403
Salary % Split			*.00%*	*70.00%*	*20.00%*	*10.00%*
Benefits	S	203,232	0	142,262	40,646	20,323
Subtotal - Personnel Costs		557,264	0	390,085	111,453	55,726
Services & Supplies Cost						
POSTAGE/MAILING COSTS	S	50	0	35	10	5
STAFF TRAINING	S	3,000	0	2,100	600	300
OVERTIME MEALS	S	80	0	56	16	8
VISION ALLOWANCE	S	600	0	420	120	60
TELEPHONE SVC	S	2,500	0	1,750	500	250
REPAIR/MAINT-SOFTWARE	S	222,419	0	155,693	44,484	22,242
REPAIR/MAINT-HDWRE CNTRCT	S	27,747	0	19,423	5,549	2,775
REPAIR/MAINT-HDWRE PRTS/SVC	S	1,000	0	700	200	100
COMPUTER SOFTWARE	S	0	0	0	0	0
COMPUTER HARDWARE	S	0	0	0	0	0
COMPUTER SUPPLIES	S	0	0	0	0	0
DEPARTMENTAL SUPPLIES	S	3,000	0	2,100	600	300
PROFESSIONAL SERVICES	P	51,378	0	0	0	51,378
INTERFUND	S	74,652	0	52,256	14,930	7,465
CAPITAL EQUIPMENT	D	37,074	0	0	0	0
CAP IMPROV & EQUIP	D	1,448,500	0	0	0	0
Subtotal - Services & Supplies		1,872,000	0	234,534	67,010	84,883
Department Cost Total		2,429,264	0	624,618	178,462	140,609
Adjustments to Cost						
CAPITAL EQUIPMENT	D	(37,074)	0	0	0	0
CAP IMPROV & EQUIP	D	(1,448,500)	0	0	0	0

A. Department Costs

Dept:10 703 Information Systems Services

Description	Amount	General Admin	Info Services Support	Phone Support	Security
Subtotal - Adjustments	(1,485,574)	0	0	0	0
Total Costs After Adjustments	943,690	0	624,618	178,462	140,609
General Admin Distribution		0	0	0	0
Grand Total	$943,690		$624,618	$178,462	$140,609

B. Incoming Costs - (Default Spread Salary%)

Dept:10 703 Information Systems Services

	Department	First Incoming	Second Incoming	Info Services Support	Phone Support	Security
1	Council Support - Fiscal	$680	$333	$709	$203	$101
1	Council Support - Personnel	432	215	453	129	65
1	Council Support-Agendas	708	352	742	212	106
	Subtotal - 001-1000 City Council	1,820	899	1,903	544	272
2	City Mgr Support-Fiscal	3,604	742	3,042	869	435
2	City Mgr Support-Personnel	2,289	477	1,936	553	277
	Subtotal - 001-1200 City Manager	5,892	1,219	4,978	1,422	711
3	HR Support	3,590	469	2,841	812	406
	Subtotal - 001-1300 Human Resources	3,590	469	2,841	812	406
4	City Clerk Support-Fiscal	277	141	293	84	42
4	City Clerk Support-Personnel	176	92	188	54	27
4	City Clerk Support-Agendas	906	518	997	285	142
	Subtotal - 001-1400 City Clerk	1,359	751	1,477	422	211
5	Budget	4,178	411	3,212	918	459
5	Gen'l Accounting	1,560	150	1,197	342	171
5	Payroll	1,636	167	1,262	361	180
5	Accounts Payable	2,205	242	1,713	490	245
5	AR (Non-Utility Billing)	1,098	111	846	242	121
	Subtotal - 001-1900 Fiscal Services	10,677	1,082	8,232	2,352	1,176
6	Purchasing A	2,595	377	2,081	595	297
6	Purchasing B	1,622	226	1,294	370	185
	Subtotal - 001-1910 Purchasing	4,217	604	3,375	964	482
7	City Hall	1,806	166	1,380	394	197
7	City Yard	1,539	89	1,140	326	163
	Subtotal - 001-3200 Building Maintenar	3,345	255	2,520	720	360
8	Central Services- Fiscal	6,252	2,016	5,788	1,654	827
8	Central Services- Personnel	3,971	1,349	3,724	1,064	532
	Subtotal - 001-4500 Central Services	10,223	3,365	9,512	2,718	1,359
10	Info Services Support	0	30,533	21,373	6,107	3,053

B. Incoming Costs - (Default Spread Salary%)

Dept:10 703 Information Systems Services

	Department	First Incoming	Second Incoming	Info Services Support	Phone Support	Security
10	Phone Support	$0	$4,255	$2,978	$851	$425
10	Security	0	2,044	1,431	409	204
	Subtotal - 703 Information Systems Se	0	36,832	25,782	7,366	3,683
11	Liability Insurance	0	417,762	292,433	83,552	41,776
	Subtotal - 700-5040 Liability Insurance	0	417,762	292,433	83,552	41,776
Total Incoming		41,124	463,238	353,053	100,872	50,436
C. Total Allocated			$1,448,052	$977,672	$279,335	$191,045
				67.52%	19.29%	13.19%

Info Services Support Allocations **Dept:10 703 Information Systems Services**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	2	0.93%	$6,107	$0	$6,107	$3,793	$9,899
(73)	67X Electric Operations Fund	41	19.16%	125,185	0	125,185	77,748	202,933
(68)	66X Water Operations Fund	11	5.14%	33,586	0	33,586	20,859	54,445
(18)	001 Police	48	22.43%	146,558	0	146,558	91,022	237,580
1	001-1000 City Council	4	1.87%	12,213	0	12,213	0	12,213
2	001-1200 City Manager	7	3.27%	21,373	0	21,373	0	21,373
3	001-1300 Human Resources	4	1.87%	12,213	0	12,213	0	12,213
4	001-1400 City Clerk	1	0.47%	3,053	0	3,053	0	3,053
5	001-1900 Fiscal Services	9	4.21%	27,480	0	27,480	0	27,480
6	001-1910 Purchasing	4	1.87%	12,213	0	12,213	0	12,213
7	001-3200 Building Maintenance	1	0.47%	3,053	0	3,053	0	3,053
9	702 Fleet Maintenance	3	1.40%	9,160	0	9,160	0	9,160
10	703 Information Systems Services	10	4.67%	30,533	0	30,533	0	30,533
15	001-1210 Economic Development	1	0.47%	3,053	0	3,053	1,896	4,950
17	001-2060 TV Government Access	4	1.87%	12,213	0	12,213	7,585	19,798
20	001-2300 Animal Control	1	0.47%	3,053	0	3,053	1,896	4,950
21	001-2400 Fire	1	0.47%	3,053	0	3,053	1,896	4,950
22	001-2700 Building & Safety	5	2.34%	15,266	0	15,266	9,481	24,748
23	001-2740 Code Enforcement	3	1.40%	9,160	0	9,160	5,689	14,849
24	001-2800 Planning	7	3.27%	21,373	0	21,373	13,274	34,647
25	001-3000 Engineering	13	6.07%	39,693	0	39,693	24,652	64,345
27	001-4000 Recreation	11	5.14%	33,586	0	33,586	20,859	54,445
34	100 Gas Tax Street	2	0.93%	6,107	0	6,107	3,793	9,899
64	600 Airport	1	0.47%	3,053	0	3,053	1,896	4,950
65	610 Transit Operations	4	1.87%	12,213	0	12,213	7,585	19,798
91	761 Utility Billing Administration	16	7.48%	48,853	0	48,853	30,341	79,193
Subtotal		214	100.00%	653,405	0	653,405	324,266	977,672
Direct Bills						0		0
Total						$653,405		$977,672

Basis Units: Number of pc's, laptops and printers per department
Source:

Phone Support Allocations **Dept:10 703 Information Systems Services**

	Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81)	68X Wastewater Operations Fund	8	2.28%	$4,255	$0	$4,255	$2,583	$6,837
(73)	67X Electric Operations Fund	75	21.37%	39,890	0	39,890	24,211	64,101
(68)	66X Water Operations Fund	27	7.69%	14,361	0	14,361	8,716	23,077
(18)	001 Police	41	11.68%	21,807	0	21,807	13,235	35,042
1	001-1000 City Council	7	1.99%	3,723	0	3,723	0	3,723
2	001-1200 City Manager	12	3.42%	6,382	0	6,382	0	6,382
3	001-1300 Human Resources	5	1.42%	2,659	0	2,659	0	2,659
4	001-1400 City Clerk	2	0.57%	1,064	0	1,064	0	1,064
5	001-1900 Fiscal Services	16	4.56%	8,510	0	8,510	0	8,510
6	001-1910 Purchasing	4	1.14%	2,127	0	2,127	0	2,127
7	001-3200 Building Maintenance	2	0.57%	1,064	0	1,064	0	1,064
9	702 Fleet Maintenance	8	2.28%	4,255	0	4,255	0	4,255
10	703 Information Systems Services	8	2.28%	4,255	0	4,255	0	4,255
15	001-1210 Economic Development	2	0.57%	1,064	0	1,064	646	1,709
17	001-2060 TV Government Access	3	0.85%	1,596	0	1,596	968	2,564
19	001-2210 Dispatch	2	0.57%	1,064	0	1,064	646	1,709
20	001-2300 Animal Control	4	1.14%	2,127	0	2,127	1,291	3,419
21	001-2400 Fire	1	0.28%	532	0	532	323	855
22	001-2700 Building & Safety	5	1.42%	2,659	0	2,659	1,614	4,273
23	001-2740 Code Enforcement	4	1.14%	2,127	0	2,127	1,291	3,419
24	001-2800 Planning	19	5.41%	10,106	0	10,106	6,133	16,239
25	001-3000 Engineering	15	4.27%	7,978	0	7,978	4,842	12,820
26	001-3600 Parks	16	4.56%	8,510	0	8,510	5,165	13,675
27	001-4000 Recreation	1	0.28%	532	0	532	323	855
30	001-4050 Senior Center	4	1.14%	2,127	0	2,127	1,291	3,419
34	100 Gas Tax Street	7	1.99%	3,723	0	3,723	2,260	5,983
64	600 Airport	1	0.28%	532	0	532	323	855
66	610 5800 Fixed Route	28	7.98%	14,892	0	14,892	9,039	23,931
67	610 5850 Dial-A-Ride	4	1.14%	2,127	0	2,127	1,291	3,419
92	761-3100 Account & Collection Service	15	4.27%	7,978	0	7,978	4,842	12,820
93	761-3110 Meter Reading & Service	5	1.42%	2,659	0	2,659	1,614	4,273
Subtotal		351	100.00%	186,687	0	186,687	92,648	279,335
Direct Bills						0		0
Total						$186,687		$279,335

Basis Units: Number of phones per department
Source:

Security Allocations **Dept:10 703 Information Systems Services**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	3.06	4.32%	$6,255	$0	$6,255	$3,474	$9,729
(73) 67X Electric Operations Fund	2.45	3.46%	5,008	0	5,008	2,782	7,790
(68) 66X Water Operations Fund	3.52	4.97%	7,195	0	7,195	3,997	11,192
1 001-1000 City Council	5.00	7.06%	10,220	0	10,220	0	10,220
2 001-1200 City Manager	4.00	5.65%	8,176	0	8,176	0	8,176
3 001-1300 Human Resources	3.00	4.24%	6,132	0	6,132	0	6,132
4 001-1400 City Clerk	2.00	2.82%	4,088	0	4,088	0	4,088
5 001-1900 Fiscal Services	10.00	14.12%	20,441	0	20,441	0	20,441
6 001-1910 Purchasing	3.00	4.24%	6,132	0	6,132	0	6,132
7 001-3200 Building Maintenance	1.00	1.41%	2,044	0	2,044	0	2,044
9 702 Fleet Maintenance	1.00	1.41%	2,044	0	2,044	0	2,044
10 703 Information Systems Services	1.00	1.41%	2,044	0	2,044	0	2,044
15 001-1210 Economic Development	1.00	1.41%	2,044	0	2,044	1,135	3,179
17 001-2060 TV Government Access	1.00	1.41%	2,044	0	2,044	1,135	3,179
22 001-2700 Building & Safety	3.00	4.24%	6,132	0	6,132	3,406	9,538
24 001-2800 Planning	3.00	4.24%	6,132	0	6,132	3,406	9,538
25 001-3000 Engineering	7.00	9.89%	14,309	0	14,309	7,948	22,256
34 100 Gas Tax Street	1.00	1.41%	2,044	0	2,044	1,135	3,179
66 610 5800 Fixed Route	0.20	0.28%	409	0	409	227	636
87 690 Refuse	0.57	0.81%	1,165	0	1,165	647	1,812
92 761-3100 Account & Collection Service	10.00	14.12%	20,441	0	20,441	11,354	31,795
93 761-3110 Meter Reading & Service	5.00	7.06%	10,220	0	10,220	5,677	15,897
Subtotal	70.80	100.00%	144,722	0	144,722	46,324	191,045
Direct Bills					0		0
Total					$144,722		$191,045

Basis Units: Number of City Hall FTE's per department
Source:

Allocation Summary

Dept:10 703 Information Systems Services

	Department	Info Services Support	Phone Support	Security	Total
(81)	68X Wastewater Operations Fund	$9,899	$6,837	$9,729	$26,466
(73)	67X Electric Operations Fund	202,933	64,101	7,790	274,824
(68)	66X Water Operations Fund	54,445	23,077	11,192	88,714
(18)	001 Police	237,580	35,042	0	272,622
1	001-1000 City Council	12,213	3,723	10,220	26,157
2	001-1200 City Manager	21,373	6,382	8,176	35,932
3	001-1300 Human Resources	12,213	2,659	6,132	21,005
4	001-1400 City Clerk	3,053	1,064	4,088	8,205
5	001-1900 Fiscal Services	27,480	8,510	20,441	56,431
6	001-1910 Purchasing	12,213	2,127	6,132	20,473
7	001-3200 Building Maintenance	3,053	1,064	2,044	6,161
9	702 Fleet Maintenance	9,160	4,255	2,044	15,459
10	703 Information Systems Services	30,533	4,255	2,044	36,832
15	001-1210 Economic Development	4,950	1,709	3,179	9,838
17	001-2060 TV Government Access	19,798	2,564	3,179	25,542
19	001-2210 Dispatch	0	1,709	0	1,709
20	001-2300 Animal Control	4,950	3,419	0	8,368
21	001-2400 Fire	4,950	855	0	5,804
22	001-2700 Building & Safety	24,748	4,273	9,538	38,560
23	001-2740 Code Enforcement	14,849	3,419	0	18,268
24	001-2800 Planning	34,647	16,239	9,538	60,425
25	001-3000 Engineering	64,345	12,820	22,256	99,421
26	001-3600 Parks	0	13,675	0	13,675
27	001-4000 Recreation	54,445	855	0	55,300
30	001-4050 Senior Center	0	3,419	0	3,419
34	100 Gas Tax Street	9,899	5,983	3,179	19,061
64	600 Airport	4,950	855	0	5,804
65	610 Transit Operations	19,798	0	0	19,798
66	610 5800 Fixed Route	0	23,931	636	24,567
67	610 5850 Dial-A-Ride	0	3,419	0	3,419
87	690 Refuse	0	0	1,812	1,812
91	761 Utility Billing Administration	79,193	0	0	79,193
92	761-3100 Account & Collection Service	0	12,820	31,795	44,615
93	761-3110 Meter Reading & Service	0	4,273	15,897	20,171
Total		$977,672	$279,335	$191,045	$1,448,052

700-5040 Liability Insurance
Nature and Extent of Services

Liability Insurance is managed by one of the four divisions in the Human Resources Department that offers a variety of services to promote the health, well-being, safety, economic and career growth of its many talented and hard-working employees.

Liability Insurance costs are distributed by the following function:

Liability Insurance - Costs have been allocated based on amount of Liability charges per department.

City of Banning
Full Cost Allocation Plan

A. Department Costs **Dept:11 700-5040 Liability Insurance**

Description		Amount	General Admin	Liability Insurance
Personnel Costs				
Salaries	S1	53,949	0	53,949
Salary % Split			*.00%*	*100.00%*
Benefits	S	28,668	0	28,668
Subtotal - Personnel Costs		82,617	0	82,617
Services & Supplies Cost				
POSTAGE/MAILING COSTS	S	4	0	4
MISC CONTRACT SVC	S	8,400	0	8,400
PROPERTY INS PREMIUMS	D	708,000	0	0
LIABILITY INS PREMIUMS	S	1,436,163	0	1,436,163
BLANKET BOND PREMIUMS	S	2,674	0	2,674
AIRPORT LIAB PREMIUMS	S	9,428	0	9,428
EARTHQUAKE INS PREMIUM	S	183,600	0	183,600
REPAIR/MAINT-SOFTWARE	S	828	0	828
LEGAL SERVICES	S	2,280	0	2,280
PROFESSIONAL SERVICES	D	239,000	0	0
CLAIMS-LIABILITY	S	0	0	0
DEADLY WEAPON RESP PREM	S	0	0	0
INTERFUND SVC-FINANCIAL	S	0	0	0
SUPPLIES & SERVICES	S	54,755	0	54,755
INTERFUND	S	39,721	0	39,721
Subtotal - Services & Supplies		2,684,853	0	1,737,853
Department Cost Total		2,767,470	0	1,820,470
Adjustments to Cost				
PROPERTY INS PREMIUMS	D	(708,000)	0	0
PROFESSIONAL SERVICES	D	(239,000)	0	0
Subtotal - Adjustments		(947,000)	0	0
Total Costs After Adjustments		1,820,470	0	1,820,470
General Admin Distribution			0	0
Grand Total		$1,820,470		$1,820,470

B. Incoming Costs - (Default Spread Custom%)

Dept:11 700-5040 Liability Insurance

	Department	First Incoming	Second Incoming	Liability Insurance
1	Council Support - Fiscal	$2,134	$1,046	$3,180
1	Council Support - Personnel	648	322	970
	Subtotal - 001-1000 City Council	2,782	1,367	4,149
2	City Mgr Support-Fiscal	11,311	2,328	13,639
2	City Mgr Support-Personnel	3,433	716	4,149
	Subtotal - 001-1200 City Manager	14,744	3,044	17,788
3	HR Support	5,385	703	6,088
	Subtotal - 001-1300 Human Resources	5,385	703	6,088
4	City Clerk Support-Fiscal	871	444	1,315
4	City Clerk Support-Personnel	264	138	402
	Subtotal - 001-1400 City Clerk	1,135	582	1,717
5	Budget	13,113	1,291	14,404
5	Gen'l Accounting	848	82	929
5	Payroll	2,454	251	2,704
5	Accounts Payable	1,615	177	1,792
5	AR (Non-Utility Billing)	969	98	1,067
	Subtotal - 001-1900 Fiscal Services	18,998	1,899	20,897
8	Central Services- Fiscal	19,624	6,329	25,953
8	Central Services- Personnel	5,956	2,023	7,979
	Subtotal - 001-4500 Central Services	25,581	8,352	33,933
Total Incoming		68,625	15,947	84,572
C. Total Allocated			$1,905,042	$1,905,042
				100.00%

Liability Insurance Allocations **Dept:11 700-5040 Liability Insurance**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(81) 68X Wastewater Operations Fund	42,261	2.92%	$55,160	$0	$55,160	$790	$55,950
(73) 67X Electric Operations Fund	343,981	23.77%	448,972	0	448,972	6,433	455,405
(68) 66X Water Operations Fund	76,277	5.27%	99,559	0	99,559	1,427	100,985
8 001-4500 Central Services	274,574	18.97%	358,381	0	358,381	0	358,381
10 703 Information Systems Services	320,069	22.11%	417,762	0	417,762	0	417,762
34 100 Gas Tax Street	284,369	19.65%	371,165	0	371,165	5,318	376,483
64 600 Airport	6,258	0.43%	8,168	0	8,168	117	8,285
66 610 5800 Fixed Route	74,012	5.11%	96,602	0	96,602	1,384	97,986
67 610 5850 Dial-A-Ride	14,098	0.97%	18,401	0	18,401	264	18,665
87 690 Refuse	11,435	0.79%	14,925	0	14,925	214	15,139
Subtotal	1,447,334	100.00%	1,889,095	0	1,889,095	15,947	1,905,042
Direct Bills					0		0
Total					$1,889,095		$1,905,042

Basis Units: Amount of Liability charges per department
Source:

Allocation Summary

Dept:11 700-5040 Liability Insurance

	Department	Liability Insurance	Total
(81)	68X Wastewater Operations Fund	$55,950	$55,950
(73)	67X Electric Operations Fund	455,405	455,405
(68)	66X Water Operations Fund	100,985	100,985
8	001-4500 Central Services	358,381	358,381
10	703 Information Systems Services	417,762	417,762
34	100 Gas Tax Street	376,483	376,483
64	600 Airport	8,285	8,285
66	610 5800 Fixed Route	97,986	97,986
67	610 5850 Dial-A-Ride	18,665	18,665
87	690 Refuse	15,139	15,139
Total		$1,905,042	$1,905,042

700-5300 City Attorney
Nature and Extent of Services

The City Attorney represents the City Council and City staff in all matters of law pertaining to their offices. The City Attorney represents and appears on behalf of the City and its officers in civil actions and proceedings. In addition to attending all regular City Council meetings, Planning Commission meetings, and other meetings as required, the City Attorney reviews all necessary legal documents. The City Attorney is appointed by the City Council on a contractual basis, to act as general counsel in the operation of City government.

City Attorney costs are distributed by the following function:

Attorney Support - Costs have been allocated based on amount of costs of support per department.

A. Department Costs

Dept:12 700-5300 City Attorney

Description		Amount	General Admin	Attorney Support
Personnel Costs				
Salaries	S1	0	0	0
Salary % Split			*.00%*	*.00%*
Benefits	S	0	0	0
Subtotal - Personnel Costs		0	0	0
Services & Supplies Cost				
INTERFUND SVC-FINANCIAL	S	12,327	0	12,327
INTFD SVC-ADMIN COST	S	3,371	0	3,371
LEGAL SERVICES	S	867,414	0	867,414
Subtotal - Services & Supplies		883,112	0	883,112
Department Cost Total		883,112	0	883,112
Adjustments to Cost				
Subtotal - Adjustments		0	0	0
Total Costs After Adjustments		883,112	0	883,112
General Admin Distribution			0	0
Grand Total		$883,112		$883,112

B. Incoming Costs - (Default Spread Custom%)

Dept:12 700-5300 City Attorney

	Department	First Incoming	Second Incoming	Attorney Support
1	Council Support - Fiscal	$679	$332	$1,011
	Subtotal - 001-1000 City Council	679	332	1,011
2	City Mgr Support-Fiscal	3,597	740	4,337
	Subtotal - 001-1200 City Manager	3,597	740	4,337
4	City Clerk Support-Fiscal	277	141	418
	Subtotal - 001-1400 City Clerk	277	141	418
5	Budget	4,170	411	4,580
5	Gen'l Accounting	127	12	140
5	Accounts Payable	4,827	530	5,358
5	AR (Non-Utility Billing)	2,279	230	2,510
	Subtotal - 001-1900 Fiscal Services	11,404	1,184	12,588
8	Central Services- Fiscal	6,240	2,013	8,253
	Subtotal - 001-4500 Central Services	6,240	2,013	8,253
Total Incoming		22,197	4,410	26,607
C. Total Allocated			$909,719	$909,719
				100.00%

Attorney Support Allocations **Dept:12 700-5300 City Attorney**

Department	Units	Allocation Percent	First Allocation	Direct Billed	Department Allocation	Second Allocation	Total
(97) 840 BEA Capital Project Fund	6,247	2.29%	$20,758	$0	$20,758	$117	$20,874
(81) 68X Wastewater Operations Fund	20,414	7.49%	67,833	0	67,833	381	68,214
(73) 67X Electric Operations Fund	6,639	2.44%	22,060	0	22,060	124	22,184
(68) 66X Water Operations Fund	5,073	1.86%	16,857	0	16,857	95	16,951
(18) 001 Police	88,836	32.61%	295,189	0	295,189	1,657	296,846
2 001-1200 City Manager	13,985	5.13%	46,470	0	46,470	0	46,470
3 001-1300 Human Resources	1,424	0.52%	4,732	0	4,732	0	4,732
4 001-1400 City Clerk	16,576	6.08%	55,080	0	55,080	0	55,080
6 001-1910 Purchasing	4,055	1.49%	13,474	0	13,474	0	13,474
21 001-2400 Fire	115	0.04%	382	0	382	2	384
23 001-2740 Code Enforcement	5,398	1.98%	17,937	0	17,937	101	18,037
24 001-2800 Planning	68,085	24.99%	226,237	0	226,237	1,270	227,507
25 001-3000 Engineering	15,395	5.65%	51,155	0	51,155	287	51,443
26 001-3600 Parks	3,975	1.46%	13,208	0	13,208	74	13,283
27 001-4000 Recreation	1,843	0.68%	6,124	0	6,124	34	6,158
64 600 Airport	229	0.08%	761	0	761	4	765
95 810 Successor Housing Agency	14,160	5.20%	47,052	0	47,052	264	47,316
Subtotal	272,449	100.00%	905,309	0	905,309	4,410	909,719
Direct Bills					0		0
Total					$905,309		$909,719

Basis Units: Amount of costs of support per department
Source:

Allocation Summary

Dept:12 700-5300 City Attorney

Department	Attorney Support	Total
(97) 840 BEA Capital Project Fund	$20,874	$20,874
(81) 68X Wastewater Operations Fund	68,214	68,214
(73) 67X Electric Operations Fund	22,184	22,184
(68) 66X Water Operations Fund	16,951	16,951
(18) 001 Police	296,846	296,846
2 001-1200 City Manager	46,470	46,470
3 001-1300 Human Resources	4,732	4,732
4 001-1400 City Clerk	55,080	55,080
6 001-1910 Purchasing	13,474	13,474
21 001-2400 Fire	384	384
23 001-2740 Code Enforcement	18,037	18,037
24 001-2800 Planning	227,507	227,507
25 001-3000 Engineering	51,443	51,443
26 001-3600 Parks	13,283	13,283
27 001-4000 Recreation	6,158	6,158
64 600 Airport	765	765
95 810 Successor Housing Agency	47,316	47,316
Total	$909,719	$909,719

RESOLUTION 2024-03 SA

A RESOLUTION OF THE SUCCESSOR AGENCY OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE MID-YEAR BUDGET PLAN FOR JULY 1, 2023 THROUGH JUNE 30, 2024, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN

WHEREAS, the Community Redevelopment Agency of the City of Banning is a public body, corporate and politic, organized and existing under the California Community Redevelopment laws (Health & Safety Code § 33000, et seq.; hereinafter, the "CCRL"); and

WHEREAS, as a result of Assembly Bill X1 26 (AB26), which was signed by the Governor on June 28, 2011 and confirmed by the Supreme Court (California Redevelopment Association, et al. v. Matosantos, et al. (Case No. S194861) on December 29, 2011, all California redevelopment agencies were dissolved as of February 1, 2012, and successor entities became responsible for winding down the affairs of the former redevelopment agencies; and

WHEREAS, the City is, by operation of law, the Successor Agency to the Redevelopment Agency for purposes of winding-down the Redevelopment Agency under ABX126; and

WHEREAS, the Administrative Services Director prepared the Mid-Year budget plan for Fiscal Year 2023-24 which set forth all of the expected revenues of the City of Banning Successor Agency ("Agency"), and the recommended appropriations to meet the operating and capital expenses for all Agency funds; and

WHEREAS, the Mid-Year budget for Fiscal Year 2023-24 of the Successor Agency has been submitted to this Agency, and said budget has been considered and, is in form and substance satisfactory to the Agency Board; and

WHEREAS, the Agency departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the City Manager; and

WHEREAS, the Agency may transfer appropriations, between departments and within their respective funds, with approval of the Administrative Services Director, as long as those appropriations do not exceed their fund total unless approved by this Board; and

WHEREAS, the Agency departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of this Board; and

WHEREAS, it is essential that the Agency adopt a budget plan establishing the revenues and expenditures for all of its funds; and

WHEREAS, the Banning Oversight Board and California Department of Finance approve the Recognized Obligation Payment Schedule (ROPS) every six months which incorporate expenditures identified in the budget; and

WHEREAS, the Budgetary and Fiscal Policies that are incorporated into the budget document provide some policies applicable to the Agency.

NOW, THEREFORE, BE IT RESOLVED by the Banning Successor Agency of the City of Banning as follows:

SECTION 1. The Banning Successor Agency approves and adopts the FY 2023-2024 Mid-Year Budget, as summarized in the fund summary, and is hereby approved and adopted in the form on file with the Banning Successor Agency Secretary.

SECTION 2. The Successor Agency 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 27th 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 2024-03 SA, was duly adopted by the Successor Agency of the City of Banning, California, at a regular meeting thereof held on the 27th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Successor Agency

RESOLUTION 2024-03 UA

A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE MID-YEAR BUDGET PLAN FOR THE FISCAL PERIOD JULY 1, 2023 THROUGH JUNE 30, 2024, AND MAKING APPROPRIATIONS TO MEET EXPENSES APPROVED THEREIN

WHEREAS, the Administrative Services Director prepared the budget plan for Fiscal Year 2023-24 which sets forth all of the expected revenues of the City of Banning Utility Authority ("Authority"), and the recommended appropriations to meet the operating and capital expenses for all Authority funds; and

WHEREAS, the Authority has considered the recommendations and approved or modified them so as to best serve the interest of the citizens of the City of Banning; and

WHEREAS, the Mid-Year budget for Fiscal Year 2023-24 of the City of Banning Utility Authority has been submitted to this Board, and said budget has been considered and, is in form and substance satisfactory to the Authority Board; and

WHEREAS, the Authority departments may not exceed their appropriations by character of expense, with character of expense being defined as personnel services, services and supplies, capital outlay, debt service and interfund transfers, without the consent of the City Manager; and

WHEREAS, the Authority may transfer appropriations, between departments and within their respective funds, as long as those appropriations do not exceed their fund total unless approved by this Board; and

WHEREAS, the Authority departments may not hire in excess of the approved number of positions in the job classification as indicated by the budget detail without the consent of this Board; and

WHEREAS, it is essential that the Authority adopt a budget plan establishing the revenues and expenditures for all of its funds.

NOW, THEREFORE, BE IT RESOLVED by the Banning Utility Authority of the City of Banning as follows:

SECTION 1. The Banning Utility Authority approves and adopts the FY 2023-2024 Mid-Year Budget, as summarized in the fund summary, and is hereby approved and adopted in the form on file with the Banning Utility Authority Secretary.

SECTION 2. The Utility Authority authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 27th day of February 2024.

Alberto Sanchez, Chairperson
Banning Utility Authority

ATTEST:

Caroline Patton, Secretary
Banning Utility Authority

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, Authority Counsel
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2024-03 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 27th day of February 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-33, 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 2024-33.

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 2024-33, CRIA Formation.docx
2. Resolution 2024-02 SA.docx
3. Banning CRIA Next Steps 2-13-2024.pdf

RESOLUTION 2024-33

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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-33, 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)

kosmont companies

Executive Summary (Continued)

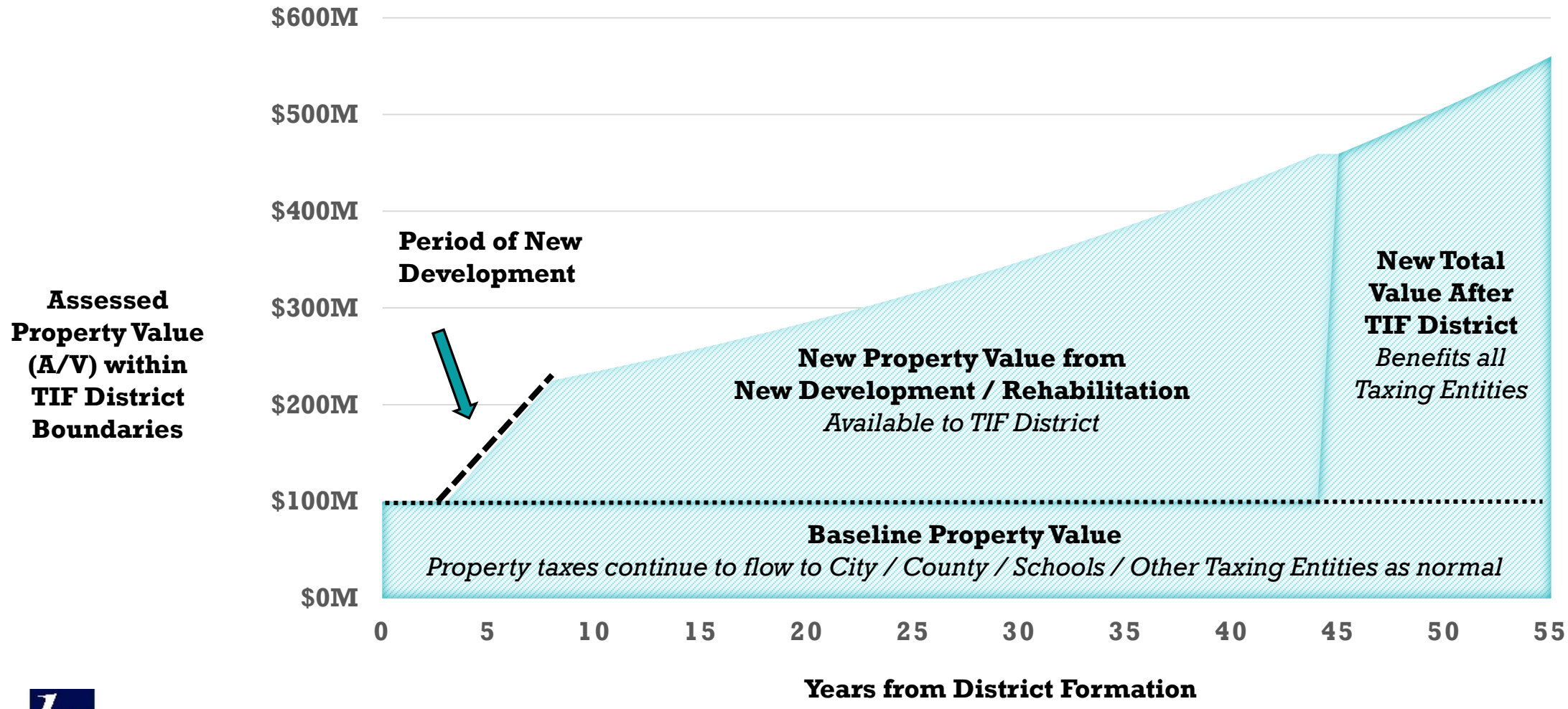
- City staff and consultants have had multiple discussions with County of Riverside staff and elected officials, and the conditions required by the County for partnership in the CRIA would render the CRIA financially infeasible for the City
- It is thus suggested that the City proceed with CRIA implementation 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

kosmont companies

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

kosmont companies

Does NOT increase property taxes

1099

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

kosmont companies

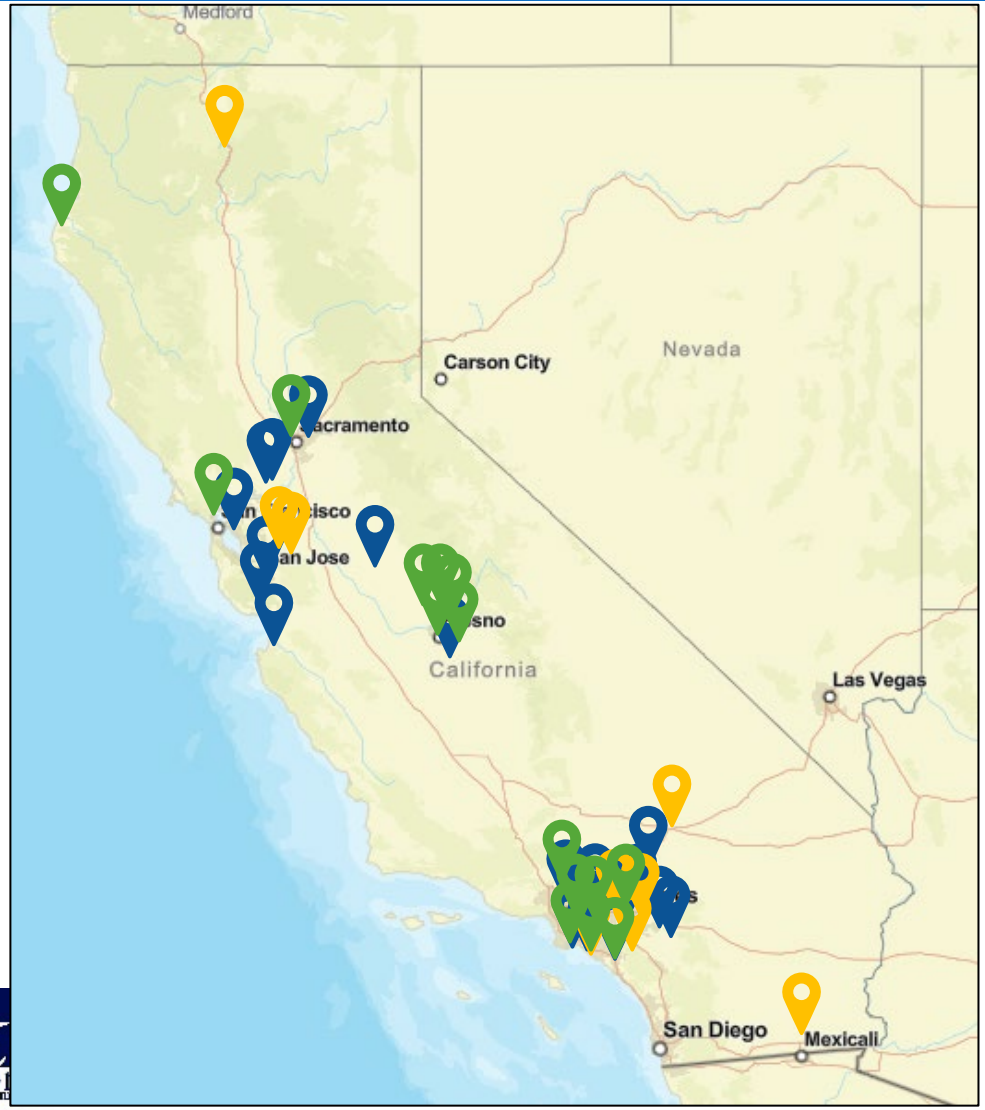
Why are Public Agencies Authorizing TIF Districts?

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)

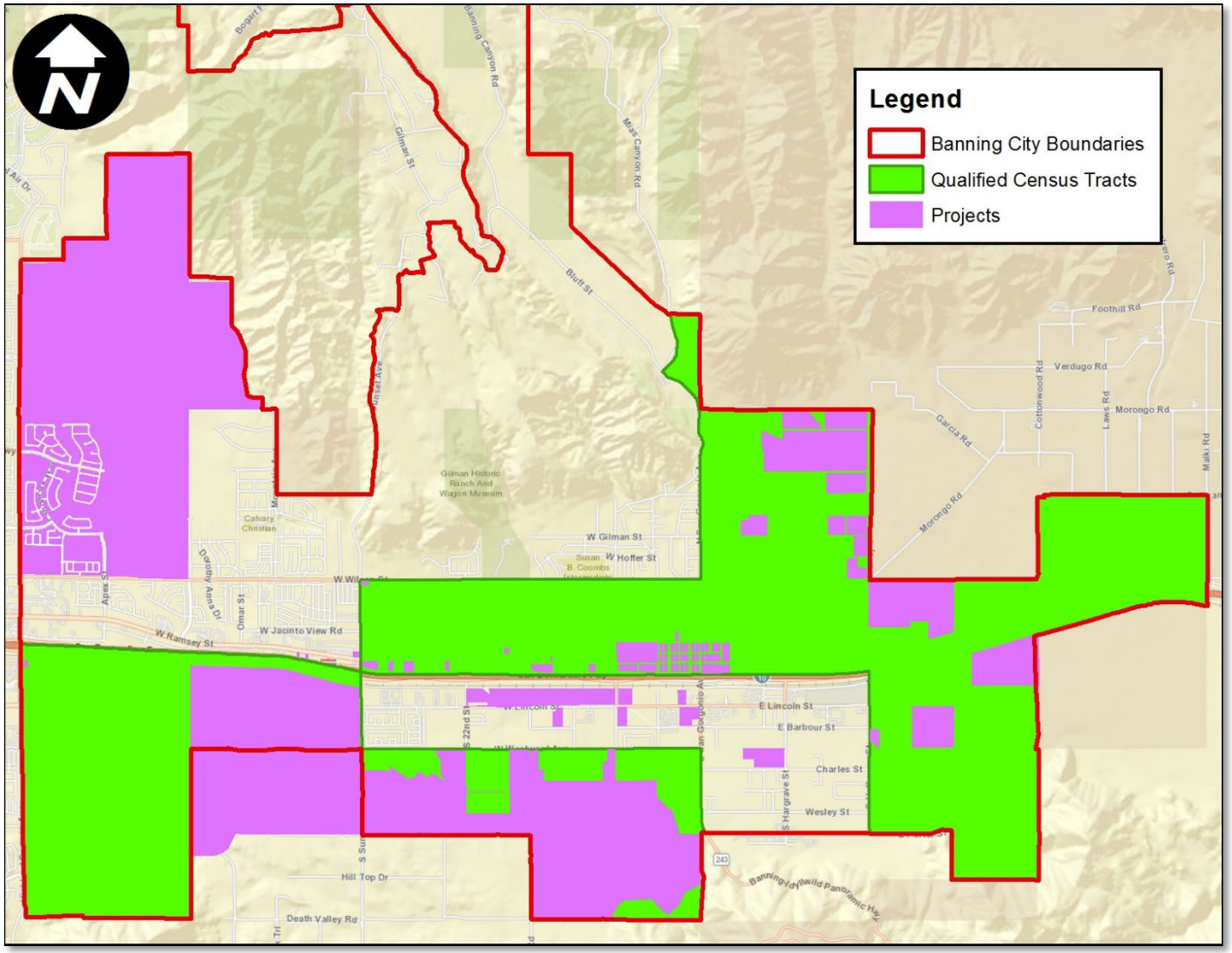
TIF Districts in Progress Statewide
(Partial List)



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*

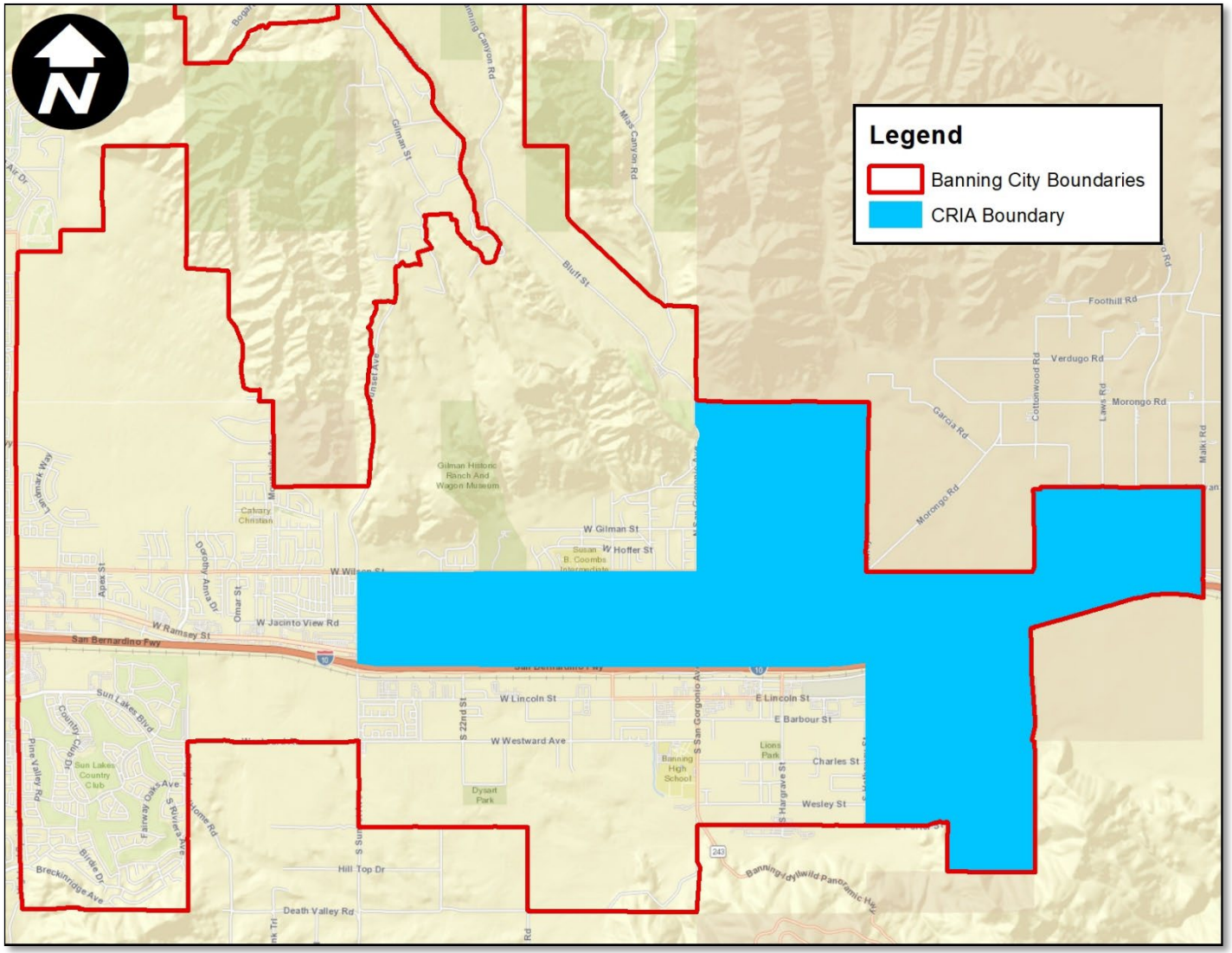


- Income
- Unemployment
- Crime
- Planned and proposed projects

Source: City of Banning, ESRI (2023)

Draft CRIA Boundary

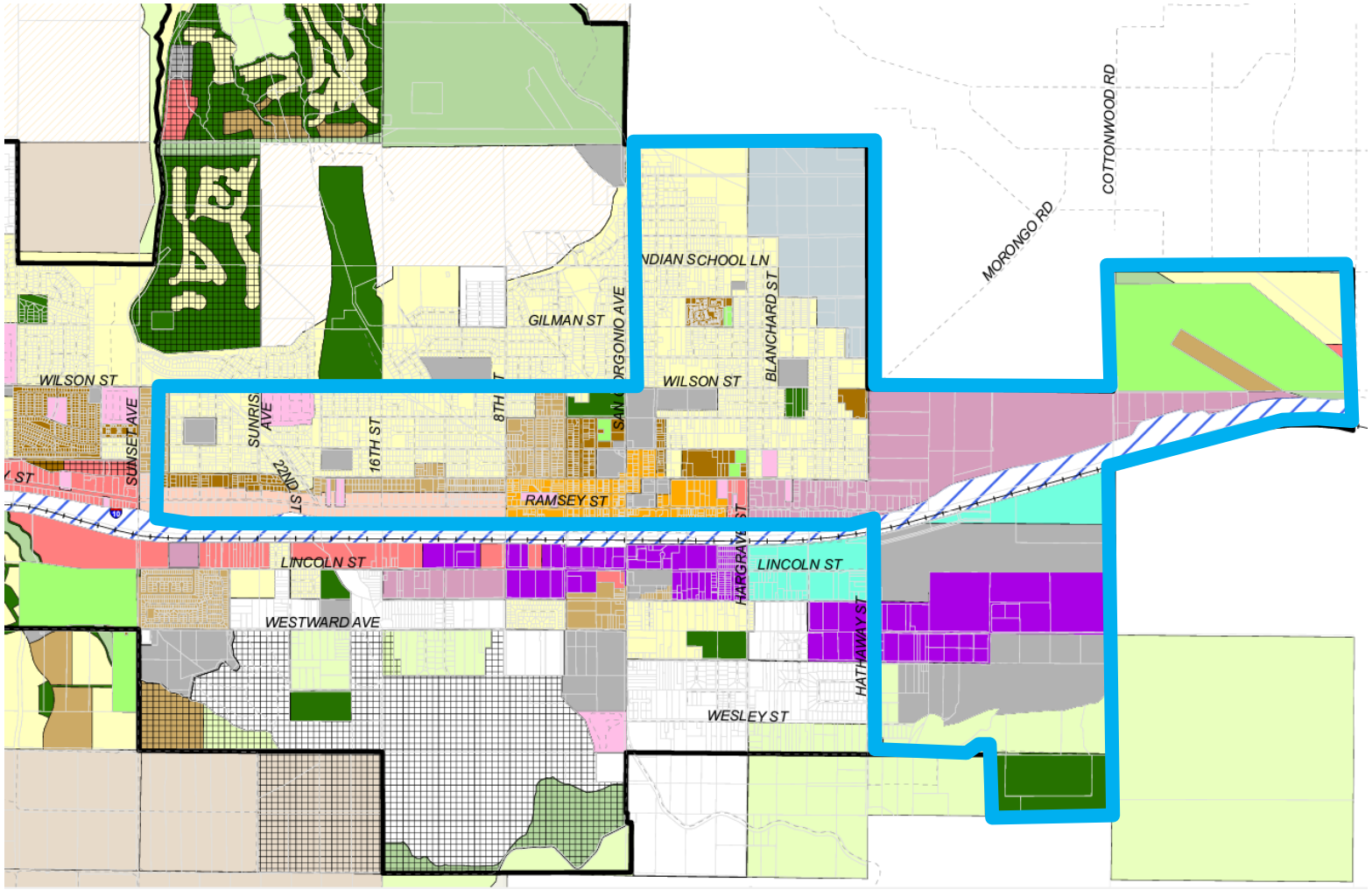
Refined Iteratively Over the Last 12 Months



- 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

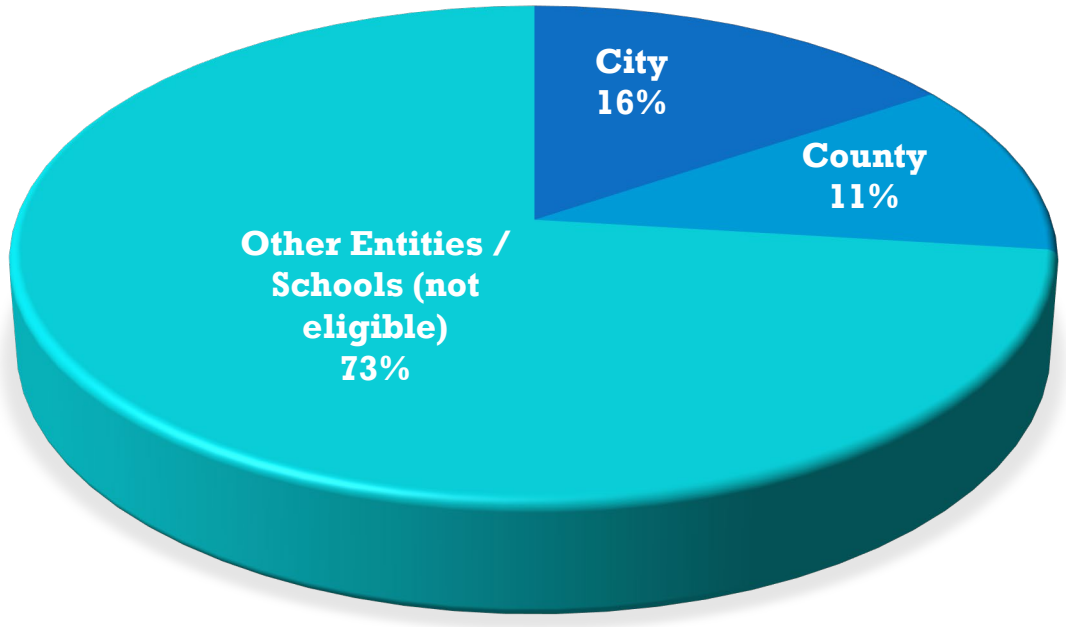
Area	# SF or Units	Estimated AV Factor	Estimated Total AV at Buildout
Residential	600 units	$325,000 per unit	$195 million
Industrial	3,000,000 SF	$185 PSF	$555 million
Cannabis/Flex Space	65,000 SF	$165 PSF	$11 million
Grandave Studios	225,000 SF	$165 PSF	$37 million
Retail	80,000 SF	$250 PSF	$20 million
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 <u>cannot</u> 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?

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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:	**Art Vela, Public Works Director**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Consideration of Resolution 2024-40, Authorizing the Submittal of a Grant Application Under the Bureau of Reclamation WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Program for Fiscal Year 2023 and for Fiscal Year 2024 for up to 25% of the Total Project Costs, Up To $30 Million, for the Wastewater Treatment Plant and Recycled Water Upgrades and Authorizing the City Manager to Executed Related Grant Agreement to Receive Funding**

RECOMMENDATION:

Adopt Resolution 2024-40.

BACKGROUND:

The City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage. The City has recognized that the WWTP is in need of capacity and treatment improvements in order to keep up with the City's growth as well as to produce recycled water supply to bolster it's water supply portfolio and to meet impending wastewater effluent discharge quality permit requirements.

On December 13, 2022, the Utility Authority approved Resolution 2022-14UA, "Awarding a Professional Services Agreement to N2W Engineering to Provide Owner Advisor Services and Preliminary Engineering for the Wastewater Treatment Plant Improvement Project in a "Not-to-Exceed" amount of $1,576,430. Resolution 2022-14UA, attached hereto, provides additional background on the City's goal for improving the WWTP.

In anticipation of the WWTP Improvement Project, amongst other reasons (i.e. increasing operating costs, capital improvements, debt service obligations and reserve balances), the City Council approved Ordinance 1587, adopting new water and wastewater rate schedules, which would increase rates for a five-year period (FY 2022/2023 to FY 2026/2027).

2023 Title XVI Funding Opportunity

In September 2023, the Bureau of Reclamation (BOR) issued a new Notice of Funding Opportunity (NOFO) for grants under the WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Program for fiscal years 2023 and 2024 ("Title XVI Program"). Through the Title XVI Program, BOR provides financial and technical assistance to local water agencies for the planning, design, and construction of water reclamation and reuse projects.

The Title XVI Program provides up to a maximum of 25% of the total cost of planning, design, and/or

construction, up to a maximum of $30 million per project. To be eligible for funding under this NOFO, the project must have a completed Title XVI feasibility study submitted to BOR for review by November 7, 2023, for applications submitted under the first submittal period and by August 30, 2024, for applications submitted under the second submittal period. Completed feasibility studies must be found by BOR to meet all of the requirements of WTR 11-01 by February 7, 2024, for applications submitted under the first submittal period and by November 29, 2024, for applications submitted under the second submittal period.

A Feasibility Study was prepared by N2W Engineering, reviewed by staff and submitted prior to the November 7, 2023 deadline. On February 13, 2024, the City received notification that BOR approved the Feasibility Study on January 31, 2024.

City staff and N2W Engineering finalized a Title XVI grant application for the FY 2023 funding allocation and submitted the grant application prior to the deadline. The Title XVI Program allows applicants to apply for both fiscal year allocations even if an applicant receives funding in FY 2023. Awards for both fiscal years cannot collectively exceed the allowable funding (i.e. 25% or $30 Million).

JUSTIFICATION:

As part of the grant funding process, BOR requires that a resolution be adopted by the applicant's governing body. The resolution must designate an authorized representative to submit the application for grant funding and to enter into an agreement to receive funding.

FISCAL IMPACT:

The approved Feasibility Study identifies a total project cost of $93,487,328 which was developed as a high level and conservative estimate for purposes of the Title XVI Program grant application. N2W Engineering has progressed in preliminary engineering efforts and research on construction costs and has prepared refined cost estimates indicating projected costs of $76,383,509. If the City is awarded Title XVI Program funding, it would receive up to $19,095,877.

Additional funding sources identified to fund the WWTP Improvement Project include:

- Fund 661 - Water Improvement Fund (Approx. Fund Balance = $3,488,000)
- Fund 680 - Wastewater Operation Fund (Approx. Fund Balance = $4,200,000)
- Fund 681 - Wastewater Improvement Fund (Approx. Fund Balance = $10,834,000)
- Fund 682 – Tertiary Fund (Approx. Fund Balance = $7,883,000)

The approved rate schedules included in Ordinance 1587 anticipated debt financing to cover the costs of the WWTP Improvement project. Debt financing options include the issuance of bonds and/or loans from the Clean Water State Revolving Fund (CWSRF) or the Water Infrastructure Finance and Innovation Act (WIFIA).

ALTERNATIVES:

Do not adopt Resolution 2024-40, which would make the City ineligible to receive Title XVI Program funding.

ATTACHMENTS:

1. Resolution 2024-40, WaterSMART Grant Application.docx
2. SR Resolution 2022-14 UA, Award Owner Advisor WWTP.pdf
3. Banning WaterSMART Application Feasibility Study Not Included.pdf
4. City of Banning Feasibility Study_Revised and Approved.pdf
5. Attach X BOR Letter and Approval Memo Feas Study 1.pdf
6. Updated Cost Estimate and Site Plan 1.pdf

RESOLUTION 2024-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A GRANT APPLICATION UNDER THE BUREAU OF RECLAMATION WATERSMART: TITLE XVI WIIN ACT WATER RECLAMATION AND REUSE PROGRAM FOR FISCAL YEAR 2023 AND FOR FISCAL YEAR 2024 FOR UP TO 25% OF THE TOTAL PROJECT COSTS, UP TO $30 MILLION, FOR THE WASTEWATER TREATMENT PLANT AND RECYCLED WATER UPGRADES AND AUTHORIZING THE CITY MANAGER TO EXECUTED RELATED GRANT AGREEMENT TO RECEIVE FUNDING

WHEREAS, the Department of the Interior, Bureau of Reclamation, Water Resources and Planning Office ("Reclamation") has released a Funding Opportunity Announcement to provide federal grants under the WaterSMART: Title XVI WIIN Water Reclamation and Reuse Projects funding opportunity for fiscal years 2023 and 2024 as amended by the Water Infrastructure Improvements for the Nation Act ("WIIN Act"); and

WHEREAS, Reclamation is seeking applications from water agencies with projects eligible under section 4009(c) of the WIIN Act for grant funding for the planning, design and/or construction of water reclamation and reuse projects; and

WHEREAS, the City of Banning is eligible to submit applications for grant funding for up to 25 percent of the total project cost, up to a maximum of $30 million, for its Wastewater Treatment Plant and Recycled Water Project.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Manager, or his designee, is hereby authorized to submit an application to Reclamation for grant funding for up to 25 percent of the total project cost, up to a maximum of $30 million, for its Wastewater Treatment Plant and Recycled Water Project for Fiscal Year 2023 and 2024.

SECTION 2**.** The City Council has reviewed and supports the application for grants from Reclamation for the WaterSMART Title XVI WIIN Water Reclamation and Reuse Program.

SECTION 3**.** The City Council hereby confirms that it has the capability to provide 75 percent funding match as specified in the application's funding plan.

SECTION 4**.** The City Manager or his designee is hereby authorized to enter into a cooperative agreements and any amendments thereto with Reclamation on behalf of the City of Banning.

SECTION 5**.** The City Manager or his designee is hereby authorized to work with Reclamation to meet the established deadlines for entering into a cooperative agreement.

SECTION 6**.** The City Council authorizes the Director of Public Works to be the City Manager's designee.

SECTION 7**.** The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED AND ADOPTED this 27th 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, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-40, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th 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
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **December 13, 2022**

SUBJECT: **Consideration of Resolution 2022-14UA, Awarding a Professional Services Agreement to N2W Engineering to Provide Owner Advisor Services and Preliminary Engineering for the Wastewater Treatment Plant Improvement Project in a Not-to-Exceed Amount of $1,576,430**

RECOMMENDATION:

Staff recommend that the City Council adopt Resolution 2022-14UA:

1. Awarding a Professional Services Agreement to N2W Engineering to provide Owner Advisor services for the Wastewater Treatment Plant Improvement project in the "not-to-exceed" amount of $1,576,430.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with N2W Engineering for Owner Advisor services.
3. Authorizing the City Manager or his designee to execute the Professional Services Agreement with N2W Engineering of Irvine, California in the "not to exceed" amount of $1,576,430.

BACKGROUND:

Wastewater Treatment Plant

The City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage. The WWTP dates back to 1925 and began to see significant additions beginning in 1950's and the last major renovation occurring in the early 2000's. Currently, the WWTP treatment process consists of preliminary, primary, secondary, disinfection (currently not in use), and sludge disposal.

The WWTP has a design treatment capacity of 3.6 million gallons per day (MGD) and typical average daily discharges range from 2.0 MGD to 2.1 MGD into 10 unlined evaporation/percolation ponds. The treated effluent then percolates into the groundwater of the San Gorgonio Hydraulic Unit. Groundwater from this basin is used for municipal and industrial applications.

In 2007, the City contracted Parsons to evaluate treatment technologies for a 1.5 MGD water reclamation facility (WRF) for the production of recycled water. Treatment alternatives investigated included oxidation ditch (OD), conventional activated sludge (CAS), and membrane bioreactor (MBR). The purpose of the evaluation was to determine the best option to comply with future Title 22 requirements for the beneficial reuse of recycled water. Parsons determined an MBR system was the best treatment option and completed a 90% design package of the WRF. Unfortunately, the project never reached 100% design and was terminated for various reasons.

2016 Regional Water Quality Control Board Order

On June 30, 2016, the California Regional Water Quality Control Board, Colorado River Basin Region (RWQCB) adopted Board Order R7-2016-0015 (Board Order), which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the City's WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solids (TDS).

According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen (TN) is 10 mg/L. Currently, the average TN concentration in the WWTP's effluent is 29 mg-N/L, well above the future TN limit of 10 mg-N/L specified in the Board Order.

As a result, the Board Order required the City to conduct a nitrogen removal analysis and to summarize the findings in a technical report that includes a tentative work plan and time schedule for the installation and implementation of nitrogen removal treatment alternatives. The final technical report (Nitrogen Removal Feasibility Study), attached hereto, was completed and submitted to the RWQCB by the due date of June 30, 2020.

The City has had plans for the development of a Title 22 compliant recycled water source dating back to the early 2000's and for this reason, the scope of the Nitrogen Removal Feasibility Study was expanded beyond complying with TN limits and included discharge requirements related to the use of recycled water.

Additionally, the Board Order requires that the City submit a plan for capacity improvements to the RWQCB once the WWTP reaches 80% of its design capacity, or 2.88 MGD.

2018 Integrated Master Plan

In 2016 the Public Works Department set out to develop new master plans for the City's water, wastewater and future recycled water systems, which were previously updated in 2006. The final document resulted in a combined plan titled the Integrated Master Plan (IMP). The objective of the IMP was to develop capital improvement plans that would guide the City in the planning and development of water, wastewater and recycled water system facilities to meet system performance for existing customers as well as to support anticipated demands through the City's buildout.

The IMP projected that the City would reach 80% capacity by 2025 (although could be later if development slows down) and have a buildout wastewater flow of 6.35 MGD.

2020 UWMP

On June 8, 2021 the City Council approved Resolution 2021-50, adopting the 2020 Urban Water Management Plan (UWMP). The UWMP is a planning document with a 20-year planning horizon that assess the water supply and water demand for the City. As part of the assessment all current water supplies and in the future water supplies are include as part of the City's water supply portfolio, which includes the use of recycled water to supplement potable demands (i.e. irrigation demands) and for groundwater recharge.

Owner Advisor

Staff determined that to comply with the Board Order; to increase treatment capacity at the WWTP to support development; and to add to the City's water supply portfolio by developing a recycled water source, the City would need to move forward with major improvements to the WWTP. Current staffing levels would make it challenging to successfully complete such a large capital project in a timely manner. For that reason, staff developed a Request for Qualifications to hire an Owner Advisor (OA) which would be dedicated to the project.

An OA is typically a design and/or construction consultant or consulting firm that has extensive knowledge in the specific type of project being represented. The OA, generally, is responsible for project execution including the management of communications, time, cost, quality, risk, procurement, design, construction, and acceptance.

On July 21, 2022 the City released the attached RFQ on the OpenGov ProcureNow platform as well as sent to several qualified consulting firms. Qualification submittals were due on August 15, 2022. The RFQ was downloaded 30 times from ProcureNow. As a result of the of the RFQ solicitation the City received only one submittal from N2W Engineering. An evaluation committee reviewed the qualifications of N2W Engineering and agreed that they were qualified and experienced and subsequently an interview was conducted on October 4, 2022.

Following the interview staff worked with N2W Engineering to define the scope of work and negotiated a fee for said scope, attached hereto.

It is staff's recommendation that City Council award a Professional Services Agreement to N2W Engineering, based on qualifications and fee statement. If approved, the term of the Professional Services Agreement is estimated to extend to fiscal year 2026/2027.

JUSTIFICATION:

Based on current and future wastewater regulatory requirements, implementation of the Integrated Master Plan and the City's strategy for developing a robust water supply portfolio, it is necessary to move forward with the improvements to the City's WWTP. Due

to current staff resource and size and complexity of the WWTP project, it is recommended by staff to hire an Owner Advisor to move the WWTP project forward.

City staff evaluated N2W Engineering's experience and qualifications and interviewed the firm for the WWTP project and subsequently have found them as a qualified firm to represent the City as its Owner Advisor.

FISCAL IMPACT:

The negotiated fee for the identified scope of work is in the amount of $1,576,430.

The funding for this project was programmed in the approved 5-year Capital Improvement Plan (CIP) as follows:

Account	Project Desc.	FY 2023	FY 2024	FY 2025
680-8000-454.90-10	WWTP Owner Advisor	$100,000	$100,000	$100,000
680-8000-454.95-12	WWTP Upgrades	$130,000	$130,000	$130,000
681-8000-454.95-12	WWTP Upgrades	$130,000	$650,000	$650,000
Total		**$360,000**	**$880,000**	**$880,000**

An appropriation from Fund 680 (Wastewater Fund) and Fund 681 (Wastewater Capital Facilty Fund) fund balances will be required to allocate the needed funds in FY 2023. The appropriation would be offset by reducing/eliminating the expenditures in FY 2024 and FY 2025 as shown in the table above. The revised CIP table will be as follows:

Account	Project Desc.	FY 2023	FY 2024	FY 2025
680-8000-454.90-10	WWTP Owner Advisor	$300,000	$0	$0
680-8000-454.95-12	WWTP Upgrades	$390,000	$0	$0
681-8000-454.95-12	WWTP Upgrades	$886,430	$0	$543,570
Total		**$1,576,430**	**$0**	**$543,570**

In summary, appropriations in the amount of $460,000 from Fund 680 and $756,430 from Fund 681 are required to fund the Professional Services Agreement with N2W Engineering.

ALTERNATIVES:

1. Approve as presented.
2. Approve with modifications.
3. Do not approve Resolution 2022-14UA and provide alternate direction to staff.

ATTACHMENTS:

1. Resolution 2022-14UA
   https://banningca.gov/DocumentCenter/View/11872/Att-1-Resolution-2022-14-UA-OA-WWTP

2. Nitrogen Removal Feasibility Study
   https://banningca.gov/DocumentCenter/View/11873/Att-2-Banning-Nitrogen-Removal-Feasibility-Study-FINAL-REV-1-STAMPED
3. Request for Qualifications
   https://banningca.gov/DocumentCenter/View/11874/Att-3-RFQ-22-019-Owner-Advisor-COB-WaterWasterwater
4. Statement of Qualifications
   https://banningca.gov/DocumentCenter/View/11868/Att-4-Statement_of_Qualifications
5. Scope of Services
   https://banningca.gov/DocumentCenter/View/11869/Att-5-Scope_of_Services-11-22-2022
6. Fee Statement
   https://banningca.gov/DocumentCenter/View/11870/Att-6-Fee-11-22-2022
7. Draft Professional Services Agreement
   https://banningca.gov/DocumentCenter/View/11871/Att-7-C00778-N2W-Engineering-Inc

Approved by:

Douglas Schulze
City Manager

WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 (NOFO No. R23AS00464)

Wastewater Treatment Plant and Recycled Water Upgrades

Submitted by:

City of Banning
99 E. Ramsey Street
Banning, CA 92220

December 7, 2023

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
	Director of Public Works
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Banning	12/06/2023

SF-424D (Rev. 7-97) Back

OMB Approval No. 0348-0041

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	$ 300,000 .00	$ 0 .00	$ 300,000 .00
2. Land, structures, rights-of-way, appraisals, etc.	$ .00	$ .00	$ .00
3. Relocation expenses and payments	$ .00	$ .00	$ .00
4. Architectural and engineering fees	$ 7,049,040 .00	$ 0 .00	$ 7,049,040 .00
5. Other architectural and engineering fees	$ .00	$ .00	$ .00
6. Project inspection fees	$ 7,149,040 .00	$ 0 .00	$ 7,149,040 .00
7. Site work	$ .00	$ .00	$ .00
8. Demolition and removal	$ .00	$ .00	$ .00
9. Construction	$ 70,490,400 .00	$ 0 .00	$ 70,490,400 .00
10. Equipment	$ .00	$ .00	$ .00
11. Miscellaneous	$ .00	$ .00	$ .00
12. SUBTOTAL *(sum of lines 1-11)*	$ 84,988,480 .00	$ 0 .00	$ 84,988,480 .00
13. Contingencies	$ 8,498,848 .00	$ 0 .00	$ 8,498,848 .00
14. SUBTOTAL	$ 93,487,328 .00	$ 0 .00	$ 93,487,328 .00
15. Project (program) income	$ 0 .00	$ .00	$ 0 .00
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$ 93,487,328 .00	$ 0 .00	$ 93,487,328 .00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 25.00 %		$ 23,371,832.00 0

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Standard Form 424C (Rev. 7-97)
Prescribed by OMB Circular A-102

INSTRUCTIONS FOR THE SF-424C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previously unfunded] assistance award); (2) "Continuation" (means funding in a succeeding budget period which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal Government's financial obligations or contingent liability from an existing obligation). If there is no change in the award amount, there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to effect minor (no cost) changes. If you have questions, please contact the Federal agency.

Column a. - If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATION."

If this application entails a change to an existing award, enter the eligible amounts *approved under the previous award* for the items under "COST CLASSIFICATION."

Column b. - If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is *not* allowable for Federal assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column. - This is the net of lines 1 through 16 in columns "a." and "b."

Line 1 - Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchases of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 - Enter estimated site and right(s)-of-way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 - Enter estimated costs related to relocation advisory assistance, replacement housing, relocation payments to displaced persons and businesses, etc.

Line 4 - Enter estimated basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 - Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 - Enter estimated engineering inspection costs.

Line 7 - Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 - Enter estimated cost of the construction contract.

Line 10 - Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 - Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 - Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 - Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g., salvaged materials, etc.

Line 16 - Subtract line 15 from line 14.

Line 17 - This block is for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c." by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*** 1. Type of Submission:**
- [ ] Preapplication
- [X] Application
- [ ] Changed/Corrected Application

*** 2. Type of Application:**
- [X] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 12/06/2023

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Banning

* b. Employer/Taxpayer Identification Number (EIN/TIN): 95-6000674

* c. Organizational DUNS: 0991698230000

d. Address:

* Street1: 99 E. Ramsey Street

Street2:

* City: Banning

County/Parish:

* State: California

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 92220

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name: Arturo

Middle Name:

* Last Name: Vela

Suffix:

Title: Director of Public Works

Organizational Affiliation:

* Telephone Number: 951-922-3134

Fax Number:

* Email: avela@banningca.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Bureau of Reclamation

11. Catalog of Federal Domestic Assistance Number:

15.504

CFDA Title:

Water Recycling and Desalination Construction Programs

*** 12. Funding Opportunity Number:**

R23AS00464

* Title:

WasterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Banning | Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

City of Banning Wastewater Treatment Plant and Recycled Water Upgrades

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

951-922-3134

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: CA-025

* b. Program/Project: CA-025

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/2024

* b. End Date: 12/2027

18. Estimated Funding ($):

* a. Federal	23,371,832.00
* b. Applicant	70,115,496.00
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	93,487,328.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

[X] a. This application was made available to the State under the Executive Order 12372 Process for review on 12/6/23.

[ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.

[ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

[ ] Yes [X] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

[X] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	
* First Name:	Arturo
Middle Name:	
* Last Name:	Vela
Suffix:	
* Title:	Director of Public Works
* Telephone Number:	951-922-3134
Fax Number:	
* Email:	avela@banningca.gov
* Signature of Authorized Representative:	
* Date Signed:	12/06/2023

Title of WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects

City of Banning Wastewater Treatment Plant and Recycled Water Upgrades

Applicant Name:

City of Banning

Project Manager:

Arturo Vela, Director of Public Works

Applicant Address:

99 E. Ramsey Street

Banning, CA 92220

Applicant Email Address:

avela@banningca.gov

Applicant Telephone No.:

951-922-3134

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Appendix A – Signed Executive Memorandum
Appendix B – City of Banning Feasibility Study *(Appendices not included)*
Appendix C – Letters of Support
Appendix D – Draft Resolution

1. EXECUTIVE SUMMARY

The City of Banning (City), a Disadvantaged Community, has prepared this grant application for WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 (NOFO No. R23AS00464) for the City's Wastewater Treatment Plant and Recycled Water Upgrades Project (Project). The Wastewater Treatment Plant and Recycled Water Upgrades Feasibility Study was submitted to the Bureau of Reclamation on November 7, 2023, for review. Initial review indicated that the Feasibility Study "appears to contain the required information, and Reclamation will now initiate the review, which will be completed in accordance with the process and criteria that are included in the Reclamation Manual Directives and Standards (D&S)." See **Appendix A** for the Signed Executed Memorandum from the Bureau of Reclamation.

The existing City's Wastewater Treatment Plant (WWTP) consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and evaporation/percolation ponds. The WWTP effluent is currently in compliance with discharge requirements, but it requires significant upgrades to comply with impending water quality discharge limits by the Regional Water Quality Control Board (RWQCB). WWTP effluent discharges to percolation ponds that recharge into the Cabazon Groundwater Basin but is not entirely extracted by the City of Banning - the percolated water flows to other water agencies located downgradient.

The proposed Project will consist of three phases:

I) upgrading the existing WWTP to recycled water standards and building pipelines to connect the WWTP to customers currently using ground water from non-potable wells;
II) building pipelines to connect the WWTP to future recycled water customers, and;
III) building pipelines to connect the WWTP to a groundwater recharge basin upgradient of the Banning storage unit.

Since the ability to implement non-potable reuse is expected to be easier and faster than indirect potable reuse, it is assumed that non-potable reuse (Phases I and II) will be implemented in the near term, and indirect potable reuse (Phase III) will be implemented in the long-term. Phase I is expected to take 3 years and the estimated completion date is December 2027.

At this time, the City relies upon purchasing imported water from the San Gorgonio Pass Water Agency (SGPWA) for groundwater recharge. The Project implementation would allow the City to increase local non-potable water supplies and decrease its existing and future reliance on the SGPWA, and on its supplier, the State of California, via the California Aqueduct – a critical part of the State Water Project, thereby reducing diversions from natural watercourses in the Sacramento-San Joaquin Delta. The Project will also benefit the City by improving its non-potable water supply reliability and drought resiliency.

The proposed Project is not located on a Federal facility and will not involve Federal land.

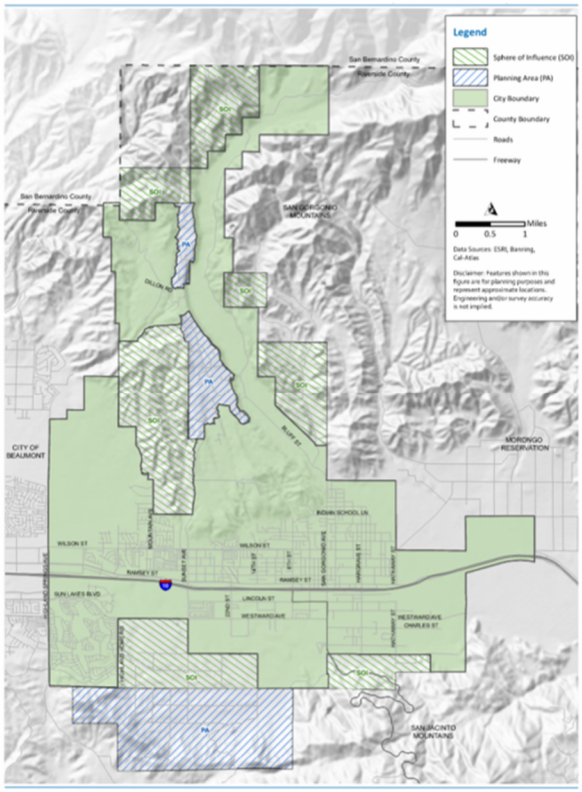
Date: December 7, 2023 **Applicant:** City of Banning

City: Banning **County:** Riverside **State:** California

2. PROJECT LOCATION

The City of Banning (City), a Disadvantaged Community, is located in northern Riverside County in Southern California, approximately 25 miles east of downtown Riverside and 85 miles from downtown Los Angeles and is located within the jurisdiction of the Colorado Regional Water Quality Control Board (RWQCB), Region 7. The City encompasses 23.2 square miles astride Interstate 10 in the San Gorgonio Pass and is bounded by the City of Beaumont on the west, the Morongo Band of Mission Indians in the east, the San Bernardino Mountains to the north, and the San Jacinto Mountains to the south. See **Figure 1** for a map of the City, courtesy of the 2018 City of Banning Integrated Master Plan (2018 IMP).

Figure 1. City of Banning Project Map (courtesy of 2018 IMP)



3. PROJECT DESCRIPTION

3.1 Background Information

Climate Change Concerns

With climate change bringing on more unpredictable and severe variations in weather which have recently been more frequent, and longer duration droughts in California and the entire Western United States, it is crucial for water agencies to engage in comprehensive planning to develop and implement sustainable sources of water. The effects of drought are clearly demonstrated with the Governor of California declaring a statewide State of Emergency due to drought. The Governor's State of Emergency declaration is accompanied by a call for all state residents to cut down on water use by 15%.

The last severe drought to affect the State occurred only a few years ago between 2012-2017 with 2013-2014 having extraordinarily dry conditions. The current drought may even be on a more dire path as the 2020 water year was the third driest water year on record in the last 127 years. With climate change resulting in hotter, drier summers and reduced precipitation, severe and prolonged droughts are forecast to be a normal part of California's future. This water reclamation Project will generate sustainable supplies to the City's water supply portfolio that will help Banning better prepare for future water supply challenges.

Existing Recycled Water Production

At this time, there are no non-potable reclaimed water uses that have been implemented in Banning. Therefore, no wastewater has been "recycled" (re-used) within the City's service area from 2019 to 2023, as **Table 1** indicates. The proposed Project involves upgrading the existing Wastewater Treatment Plant (WWTP) at the City of Banning (City or Banning) to Title 22 standards for recycled water use.

Table 1. Recycled Water Produced and/or Used in City

Year	Recycled Water Produced or Used (AF)
2019	0
2020	0
2021	0
2022	0
2023	0

Existing Non-Potable Water System

Currently, the City's existing non-potable water system delivers water from a non-potable groundwater well, Well M7, to Sun Lakes Country Club for irrigation use. The City has begun constructing a 24-inch diameter pipeline to connect the existing non-potable water pipe to the WWTP. The backbone pipeline is expected to be completed, tested, and accepted by the end of 2023. Once reclaimed water becomes available from the upgraded WWTP, the WWTP will replace Well M7 to serve Sun Lakes Country Club and other irrigation customers as part of this Project. At that time, Well M7 will be converted to a potable water well to provide additional production capacity to the City's water system.

City of Banning Wastewater Treatment Plant

The City's WWTP has a current capacity of 3.6 MGD and is designed to treat wastewater to secondary standards. The generated wastewater is proportional to the City's population and the water used by its residents. The wastewater flows are metered at the influent point to the WWTP. Total wastewater collected in the City between 2018 and 2022 is shown in **Table 2** on the following page. The WWTP, located in the southeast corner of the City, collects the wastewater discharged from the City through a network of 112 miles of gravity sewer mains.

Table 2. Wastewater Flows Collected in the City

Year	Wastewater (AFY)	Wastewater (MGD)
2018	2,259	2.02
2019	2,234	2.00
2020	2,185	1.95
2021	2,226	1.99
2022	2,307	2.06
Average	**2,242**	**2.00**

At this time, effluent from the WWTP meets the effluent water quality discharge requirements. However, the WWTP will not be able to meet the impending discharge limits proposed by the Colorado River Basin Regional Water Quality Control Boad (RWQCB). In addition, many treatment facilities at the plant have reached the end of their useful life. WWTP effluent is currently discharged to percolation ponds that recharge into the Cabazon Groundwater Basin but is not entirely extracted by Banning - the percolated water flows to other water agencies located downgradient.

By replacing existing equipment with new facilities that can treat the water to tertiary disinfected recycled water standards, the WWTP effluent can be used to meet current and future non-potable water demands in the City. This allows the City to both meet the impending RWQCB requirements and the Beaumont Basin Plan limits as well as benefit from their WWTP effluent. These benefits include reducing the City's reliance on imported water and improving the reliability of groundwater for drinking water purposes. Since the City is considered a Disadvantaged Community, a reliable local supply of water will also support City growth and economic development, which are dependent on the availability of water supplies.

3.2 Project Description

This Project will allow the City to reduce its reliance on imported water and serve irrigation customers with recycled water from the City's upgraded WWTP.

The City's treated wastewater from the WWTP is currently percolated into the groundwater basin but is not extracted in its entirety by the City of Banning - the majority of percolated water flows to the east outside of the City limits and service area. Therefore, in addition to meeting irrigation demands, this project involves conveying a portion of the WWTP effluent to new local groundwater aquifers upgradient of the City of Banning groundwater storage unit in order to keep groundwater recharge within the City's wells.

By diversifying the City's water supply portfolio, this recycled water project will provide the City with the opportunity to both depend less on imported water as well as serve its communities directly with a drought resilient water supply. See **Figure 2** for a map of the groundwater storage units and **Figure 3** for potential recharge areas, courtesy of the 2018 San Gorgonio Region Recycled Water Study (2018 RWS).

Figure 2. San Gorgonio Region Physical Setting (courtesy of 2018 RWS)

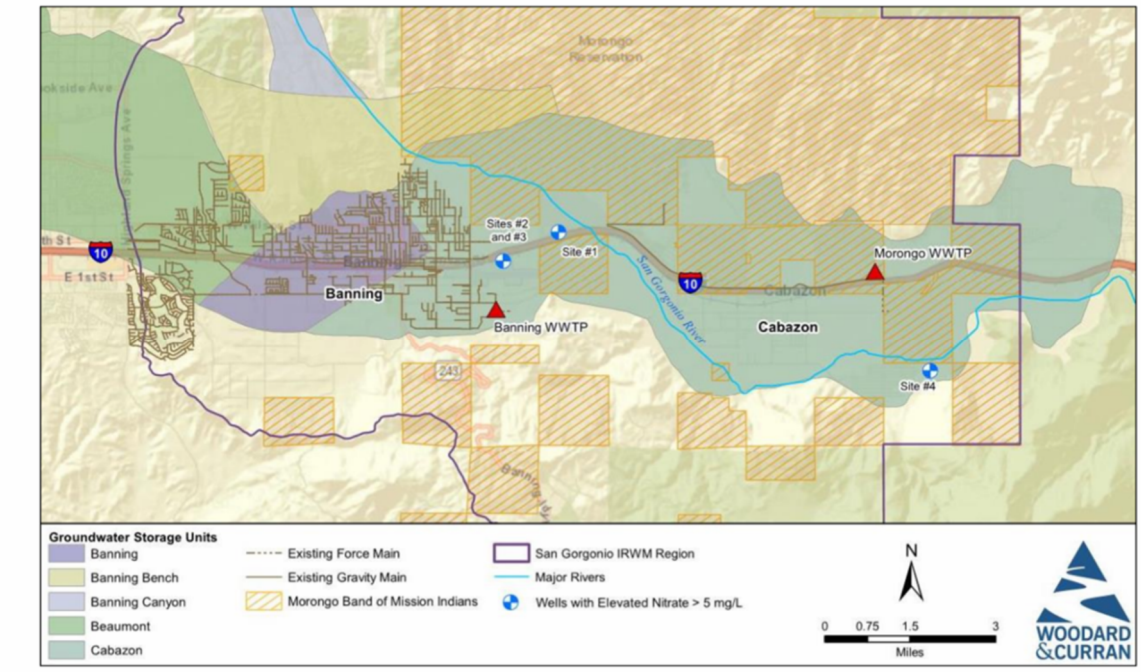
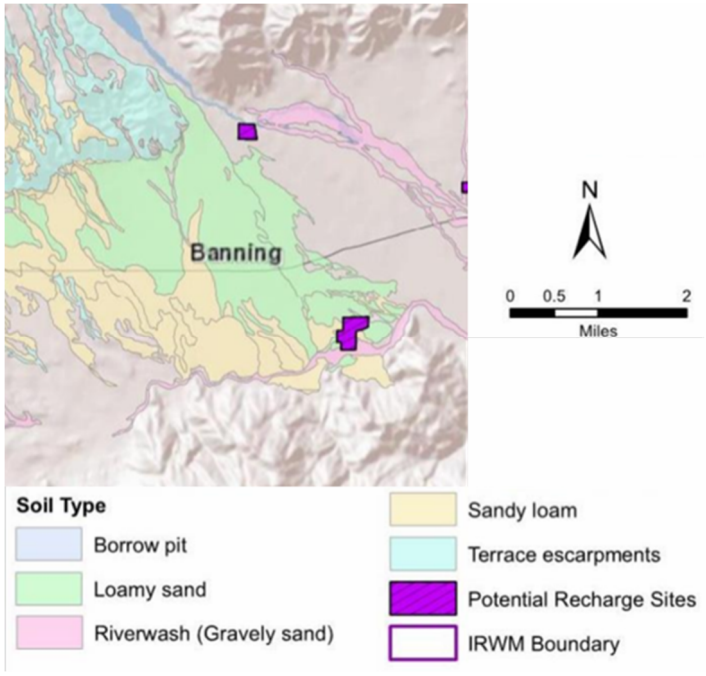


Figure 3. Potential Recharge Areas (courtesy of 2018 RWS)



The total capacity of the Banning WWTP is 3.6 MGD, or 4,035 AFY. This reclaimed water Project involves treating this WWTP effluent to Title 22 disinfected recycled water standards and using it for non-potable reuse and indirect potable reuse purposes. A portion of the WWTP effluent will serve the existing and future non-potable irrigation demands for non-potable reuse. This total

demand is 1,666 AFY (see **Table 3** below). The remaining recycled water supply from the WWTP will flow to one of two groundwater aquifers for indirect potable reuse. By percolating to new basins upgradient of the Banning groundwater storage unit, this will keep groundwater recharge within the City's wells. With the combination of both non-potable reuse and indirect potable reuse, the City will have seasonal flexibility and will be able to maximize the use of recycled water throughout the year. The estimated net yield of the Project is 4,035 AFY (3.6 MGD) – the total WWTP capacity.

The City has recently equipped a groundwater well near the WWTP (NP-1). NP-1 is under the influence of the WWTP percolation ponds, and as such can be used for non-potable purposes only. The City plans to convert current wells that are used for irrigation to potable water and use NP-1 instead. This Project will be performed in three (3) Phases:

1. Phase I involves constructing a two-stage reverse osmosis (RO) system and brine evaporation ponds for Well NP-1, which will later be repurposed for WWTP use. The RO treatment is needed to meet the water quality requirements for the Beaumont Basin (the Beaumont Basin requirements), which extends under parts of the City. A new 3.6 MGD membrane bioreactor (MBR) facility and chlorine disinfection tank will be installed to meet Title 22 recycled water standards, and other miscellaneous upgrades of the WWTP will also be implemented in this phase. Laterals will be built along the backbone pipeline to connect the WWTP to the existing customers currently using potable water or groundwater from non-potable wells that can utilize recycled water to meet irrigation demands.
2. Phase II will involve connecting the backbone pipeline to the future recycled water customers and building an additional RO module to meet the Beaumont Basin requirements to serve these remaining customers.
3. Phase III involves building a pipeline to connect the recycled water to basins upgradient of the Banning storage unit for groundwater recharge.

Table 3 shows the potential recycled water users that will be served in the Project, including both existing and future customers.

Table 3. Potential Recycled Water Users

Customer	Recycled Water Demand (AFY)	Recycled Water Demand (MGD)
Existing Customers Currently Using Potable Water or Groundwater from Non-Potable Wells		
Sun Lakes Country Club	850	0.76
Banning High School	175	0.16
Dysart Park	87	0.08
Lions Park	79	0.07
Subtotal	1,191	1.07
Projected Future Developments		
Rancho San Gorgonio Development	217	0.19
Five Bridges Development	223	0.20

Customer	Recycled Water Demand (AFY)	Recycled Water Demand (MGD)
Neighborhood Park	35	0.03
Subtotal	475	0.42
Total	**1,666**	**1.49**

Table 4 outlines the recycled water production and usage resulting from the implementation of all three (3) Phases of the Project.

Table 4. Projected Recycled Water Production and/or Use

Year	Phase	Recycled Water Produced / Used (AFY)	Recycled Water Produced / Used (MGD)
2025	N/A	0	0
2027	I	4,035/1,191	3.6/1.07
2030	II	4,035/1,666	3.6/1.49
2040	III	4,035/4,035	3.6/3.6

Since the ability to implement non-potable reuse is anticipated to be easier and faster than indirect potable reuse, it is planned that non-potable reuse (Phases I and II) will be implemented in the near term, and indirect potable reuse (Phase III) will be implemented in the long-term to allow sufficient time to acquire property and obtain regulatory approvals.

3.3 Proposed Scope of Work

The City of Banning has developed the following scope of work to implement the Project.

Task 1: CEQA Documentation and Permitting: California Environmental Quality Act (CEQA) documentation will be completed prior to initiation of construction of each component. The City does not anticipate that the Project will have significant impacts on endangered or threatened species, public health or safety, hydrology and water quality, regulated waters of the United States, or cultural resources. As such, the City will prepare an Initial Study/Mitigated Negative Declaration (IS/MND) to obtain CEQA coverage and expects that Reclamation will adopt a Finding of No Significant Impact (FONSI) to obtain National Environmental Policy Act (NEPA) coverage for the Project.

Permitting includes the application and receipt for all applicable permits for the Project, including construction permits. Anticipated permits are listed below. The City will work with its consultants to complete permitting.

1. State Water Resources Control Board Division of Drinking Water (DDW) Title 22 Engineering Permit which will support Phase I of the project.
2. Regional Water Quality Control Board – Colorado River Basin General Permit (combining Non-Discharge National Pollutant Discharge Elimination System [NPDES], Waste Discharge Requirement [WDR], and Waste Recharge Requirements [WRR])
3. RWQCB Notice of Intent (NOI)
4. RWQCB Notice of Applicability (NOA)

5. DDW – Recycled Water Customer Conversion Approval
6. Air Quality Management District (AQMD)
7. CEQA (IS-MND)

A Title 22 Engineering Report is required to be submitted for approval by DDW for meeting water quality requirements of the treated recycled water and groundwater recharge requirements. After the WWTP's design documents are finalized, the City will submit the necessary reports, analyses, and applications to obtain required permits from the RWQCB.

Task 2: Design: Work under this task will include additional preliminary design, field investigations, planning and design of WWTP upgrades and conveyance, and construction of the components as designed.

Preliminary Design:

Preliminary Design will include preliminary investigations consisting of a site assessment and background research of the WWTP site. In preparation for the work, the WWTP site will be visited to identify locations suitable for new facilities. These assessments will evaluate and address the potential logistical issues, including but not limited to site access, available space for equipment, obstructions, above ground and underground utilities, location of water source, discharge options, and noise constraints.

A preliminary design report will be prepared that will summarize the evaluation of the WWTP site. The report will also include a planning-level estimate of contractor costs (i.e. engineer's estimate), and preliminary design drawings. The planning-level cost estimate (i.e., engineer's estimate) of contractor costs for the construction, development, and testing of the proposed WWTP upgrades will be prepared based on local conditions and recent Contractor cost estimates for similar projects.

Upon completion of the preliminary design report, the most beneficial project delivery method will be evaluated and assessed to ensure an efficient and cost-effective execution of the Project. Some of the Project delivery methods to be evaluated include Design-Bid-Build, Fixed Price Design Build, Progressive Design Build, and others.

Design and Construction:

Design/construction comprises the bulk of the work to be completed under the Project. The final design consisting of technical plans and specifications for the WWTP upgrades will be developed based on the preliminary design information. It is anticipated that the Project's design will include the activities related to developing the final plan and technical specifications for the Project components shown in **Table 5** on the following page.

Additionally, a detailed schedule of values will be developed to be included with the bid package, with specific line items showing anticipated units and unit quantities for the construction of each item. Bidding and construction of the WWTP upgrades will be performed, including construction of each component, startup, commissioning, and testing.

Task 4: Construction Administration: Construction administration will span the construction duration of the Project. This task includes confirmation of compliance with permits, as well as review of construction activities, inspection during the construction, environmental monitoring during construction, and other construction administration needs.

Project management will span the duration of the Project and includes preparation of the Request for Proposals (RFP) and contractor selection, oversight of contractors, and coordination with the City and contractors.

Table 5. Phase I Project Components

	Item
Phase 1	RO system
	Brine Drying Beds and Evaporators
	MBR Facility (3.6 MGD)
	Primary Clarifier
	Chlorine Tank
	Upgrade Ferric Sulfate Feed/Storage System
	Digester Coating
	Replace Piping in Grit Chamber
	Replace TF Center Drives
	Replace East Primary Clarifier Center Drive
	Replace Existing PVC Digester Gas Piping
	Replace Digester Hot Water Boiler
	Replace TF Effluent Distribution Valves (4)
	Replace TF Recirculation Pumps (2)
	Replace Grit/Cyclone Unit
	Replace Two Old Grit Pumps
	Customer Connections with Recycled Water Laterals

Table 6 provides an overview of project timing and associated tasks for Phase I. Phases II and III will occur after the close of this NOFO and is dependent on the Project's Phase I completion.

Table 6. Project Schedule – Phase 1

Milestone / Task / Activity	Planned Start Date	Planned Completion Date
1. CEQA Documentation	January 2024	January 2025
2. Permits	January 2024	December 2027
3. Design	January 2024	June 2026
4. Bidding, Construction, Start-up, Testing, Commissioning	January 2025	December 2027
5. Construction Administration	April 2025	December 2027

3.4 Performance Measures

Primary benefits of the overall Project (consisting of three (3) Phases) include improved WWTP effluent water quality, improved groundwater quality of the Cabazon Basin, an increase of 4,035 AFY of non-potable water recycled water, and a decrease of potable water usage, all of which will be achieved through upgrades of the City's WWTP. Benefits and performance measures are shown in **Table 7**.

Table 7. Project Performance Measures for Primary Benefits

Primary Benefits & Measurement		Performance Measure
Improved WWTP effluent water quality	This Project will lower the TN and TDS limits of the WWTP effluent to meet the impending RWQCB Board Order limits and Beaumont Basin maximum benefit objectives to serve water to Sun Lakes Country Club. This benefit will be measured by analyzing the water quality of the WWTP effluent after the last stage of treatment.	TN and TDS levels less than 5 mg/L and 330 mg/L, respectively upon completion of Phase I of the Project in 2027
Improved groundwater quality in the Cabazon Basin	This Project involves improving the WWTP effluent with a new MBR system and RO facility to meet Title 22 disinfected tertiary recycled water requirements. For Phases I and II, WWTP effluent that is not sent to irrigation customers will continue to discharge to percolation ponds above the Cabazon Basin. For Phase III, remaining WWTP will flow to local groundwater aquifers upgradient of the Banning storage unit. This improved effluent quality will therefore result in improved groundwater quality in the Cabazon Basin, which is located downgradient of the WWTP. This benefit will be measured with groundwater quality monitoring adjacent to the percolation ponds.	Phases I and II: TN reduction from 17 mg/L to 5.7 mg/L Phases I, II, and III: TDS reduction from 430 mg/L to 260 mg/L and TN reduction from 17 mg/L to 5.7 mg/L
Production of non-potable recycled water supply	This Project will create a new, drought-proof local non-potable supply that will help improve supply reliability. This benefit will be measured by determining the amount of recycled water that is generated by the Project.	4,035 AFY upon completion of Phase I of the Project in 2027
Supplementing potable water use	This Project will create a recycled water supply for irrigation customers currently using potable water or groundwater from non-potable wells. The non-potable groundwater wells will be converted to the potable water supply, and therefore the WWTP effluent will supplement potable water to be used for other purposes. This benefit will be measured	Phase I: 1,191 AFY delivered to recycled water customers Phases II and III:

Primary Benefits & Measurement		Performance Measure
	by tracking the amount of recycled water deliveries.	1,666 delivered to recycled water customers

4. EVALUATION CRITERIA

Evaluation Criterion 1—Water Supply (35 points)

The overall Project (consisting of three (3) Phases) will increase supply and usage of locally sourced non-potable recycled water supply by an estimated 4,035 AFY. Currently, there are no non-potable recycled water projects that have been implemented in the City. This project will provide a drought resilient and local non-potable water supply for the City of Banning, allowing the City to reduce existing potable water resources usage in the region and to reduce the City's reliability on imported water that it purchases from the San Gorgonio Pass Water Agency (SGPWA) for groundwater recharge.

Subcriterion No. 1a—Stretching Water Supplies (18 points)

1. **How many acre-feet of water are expected to be made available each year upon completion of the Project? What percentage of the present and/or future annual demand in the project sponsor's service area will the Project's reclaimed water be expected to provide upon Project completion? The percentage should be based on the expected total service area demand, not just recycled water demand. Use the total expected capacity of the entire Project upon completion, not just the water that will be produced by the activities that will be completed over the next 3 years.**

   An estimated 4,035 AFY (3.6 MGD) of locally sourced non-potable recycled water will be made available each year upon completion of the Project. The average total annual potable water demand is 7,054 from 2012-2015. The percentage of recycled water supply in respect to total potable water demand will therefore be 57% (4,035 AFY / 7,054 AFY).

2. **Will the Project reduce, postpone, or eliminate the development of new or expanded non-recycled water supplies? Explain.**

   The Project involves serving existing non-potable water customers currently using potable water or groundwater from non-potable wells. Since the recycled WWTP effluent will supplement these needs, the groundwater wells will be converted to potable water wells, and thus these potable water sources can be used to serve other existing and future demands. With these new available potable water supplies that this Project will yield, projects to improve the potable water system such as new wells and storage reservoirs will be postponed. The implementation of the Project will also reduce the City's dependency on imported water, thereby reducing the development of new imported water supplies for groundwater recharge.

   If the Project is not implemented, the City has explored other potential recycled water supply enhancement alternatives to meet recycled water supplies in its service area - a "Do Nothing" alternative, where the City will use Well NP-1 to supply 850 AFY (0.76 MGD) to Sun Lakes Country Club in place of Well M7. The WWTP treatment process will not be upgraded, and WWTP effluent will continue to discharge to the percolation ponds within the Cabazon Basin.

However, this alternative will become not feasible as Well NP-1's Total Dissolved Solids (TDS) and Total Nitrogen (TN) levels currently do not meet the Beaumont Basin Plan requirements (330 mg/L for TDS and 5 mg/L for TN), and therefore, the well cannot serve Sun Lakes Country Club (note that the Sun Lakes Country Club is located above the Beaumont Basin). In addition, the "Do Nothing" alternative will still not address required WWTP upgrades to meet impending Board Order requirements. Therefore, to meet the impending Board Order restriction which will exceed the WWTP treatment capacity, the existing treatment process at the WWTP would need to be upgraded regardless.

3. **Will the Project alleviate pressure on existing water supplies and/or facilities? If so, please describe the existing water supplies, identify the supplies and/or facilities that will be impacted and explain how they will be impacted by the Project, including quantifications where applicable.**

   Currently, the City does not use any recycled water produced by any other neighboring agencies. In addition, no wastewater has been recycled within the City's service area using the existing City's WWTP. All the non-potable City needs are currently being supplied by potable water or non-potable water from groundwater wells.

   The City operates two non-potable groundwater wells to meet these water supply needs: Well M7 with an estimated average capacity of 0.5 MGD and Well M12 with an estimated capacity of 1.4 MGD. Well NP-1, located near the WWTP, is an additional non-potable groundwater well that was recently equipped and has an estimated average capacity of 1.2 MGD. City staff plans to eventually convert Well M7 and Well M12 over to the potable water system by the end of year 2025 and year 2040, respectively, to supplement the potable water supply. Along with this conversion, it is assumed that Well NP-1 will supplement the recycled water system supply.

   To meet the Project objectives and City's long-term recycled water plans, and upon completion of the upgrades, approximately 4,035 AFY (3.6 MGD) – the total projected WWTP effluent – of recycled water will be available to recycled water customers. As a result, existing Groundwater Wells M7 and M12 will be converted for potable water use, and the upgraded WWTP and Well NP-1 will meet the City's recycled water needs.

   This Project will therefore reduce the demand on local potable water supplies by providing an additional, drought resilient source of water to meet irrigation demands and eventually recharge the City's local aquifers. The conversion of Wells M7 and M12 to a potable supply source will also provide redundancy and reliability in the City's production capacity.

4. **What performance measures will be used to quantify actual benefits upon completion of the Project?**

   The performance measures that will be used to quantify actual benefits upon completion of the Project are described below:

   - ***Improved WWTP effluent quality*:** By installing an MBR system and RO facility to meet the Title 22 tertiary disinfected recycled water requirements, RWQCB water quality requirements, and Beaumont Basin Plan requirements, the final effluent of the WWTP will have significantly improved water quality, specifically in reduced TDS and TN concentrations.

- ***Improved groundwater quality*:** In Phases I and II, remaining WWTP effluent not used to serve irrigation customers will continue to discharge to percolation ponds above the Cabazon Basin. In Phase III, remaining WWTP effluent will flow to local groundwater aquifers upgradient of the Banning storage unit. The improved water quality of the WWTP will therefore result in improved groundwater quality in the Cabazon Basin, which is located downgradient of the WWTP.
- ***Production of recycled water:*** This Project will create 4,035 AFY of disinfected tertiary recycled water that will be used for direct potable reuse and indirect non-potable reuse.
- ***Improved supply reliability:*** The Project will create a new, drought-proof local recycled water supply that will help improve supply reliability by 100% upon completion of the project in 2040.
- ***Delivery of recycled water*:** By the end of Phase I, 1,191 AFY will be delivered to the existing non-potable water customers currently using potable water or groundwater from non-potable wells. By the end of Phase II, an additional 475 AFY will be delivered to expected future non-potable customers, for a total of 1,666 AFY delivered to recycled water customers.
- ***Reduced purchases of imported water***: Implementing the Project components will increase the local supply of water, and therefore purchases of imported water will decrease by approximately 752 AFY.
- ***RWQCB Water Quality Compliance:*** Implementing the Project will allow the City to meet impending regulatory compliance requirements (from RWQCB adopted Board Order R7-2016-0015) to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solid (TDS) per **Table 8**.

Table 8. WWTP Effluent Concentrations and Limitations

Parameter	Units	Impending RWQCB WWTP Effluent Limits		Beaumont Basin Plan Maximum Benefit Objectives	Current WWTP Effluent Quality
		30-Day Mean	7-Day Mean		
Flow	MGD	3.6	N/A	N/A	2.06
20C BOD5	mg/L	30	45	N/A	25
TSS	mg/L	30	45	N/A	20
pH	--	6.0 – 9.0		N/A	
TDS	mg/L	Not to Exceed 300 mg/L of the Water Supply		330	410
TN (as N)	mg/L	10		5	27

- ***Beaumont Basin Plan Water Quality Compliance:*** Since the City's main potential recycled water customer, Sun Lakes Country Club, is located above the Beaumont Basin, the Basin's Plan requires the recycled water to meet Basin's water quality requirements.

Implementing the Project will allow the City to meet the Beaumont Basin maximum benefit objectives shown in **Table 8** on the previous page.

Subcriterion No. 1b—Contributions to Water Supply Sustainability (17 points)

1. **Will the Project make water available to address a specific concern? Consider the number of acre-feet of water and/or the percentage of overall water supply to be made available by the Project. Explain the specific concern and its severity. Also explain the role of the Project in addressing that concern and the extent to which the Project will address it. Specific concerns may include, but are not limited to:**
    - **Water supply shortages**
    - **Water supply reliability**
    - **Groundwater depletion**
    - **Water quality issues**
    - **Natural disasters that may impact water supply infrastructure**
    - **Heightened competition for water supplies**
    - **Availability of alternative supplies**
    - **Increasing cost of water supplies**

Water quality issues

Currently, the existing WWTP treatment process does not effectively remove nitrate from the wastewater to meet the impending RWQCB water quality limits. By upgrading the WWTP's biological treatment system to MBR, this will greatly reduce the total nitrogen in the effluent. This would not only assist the City in meeting the Board Order requirements, but also alleviate the rising nitrate levels observed in some wells in the Region. In addition, the Project implementation will allow the City to meet the Beaumont Basin water quality maximum benefit objectives of 330 mg/L for TDS and 5 mg/L for TN.

Water supply reliability

The implementation of the Project will create a new, drought-proof local recycled water supply that will help improve non-potable water supply reliability by 100% upon Project completion in 2040. The project will also remove reliance on imported water for groundwater recharge.

Groundwater depletion

Currently, there are three existing customers using potable water or groundwater from non-potable wells. These customers consist of parks, schools, and other landscape irrigation users. To meet the Project objectives and City's long-term recycled water plans, approximately 4,035 AFY of recycled water will be available to recycled water customers and for groundwater recharge. As a result, existing groundwater wells M7 and M12 will be converted for potable water use, and the upgraded WWTP will meet the City's recycled water needs. This project will therefore reduce the impact on the existing groundwater aquifer supply sources as well as supply additional groundwater aquifers upgradient of the Banning storage unit.

Availability of alternative supplies

Alternative supplies have been examined for the implementation of this Project to rely on local and regional water rather than imported supplies. The City currently relies upon purchasing water from the SGPWA for groundwater recharge. By implementing the Project, the City will

create an alternative recycled water supply source for its service area, decreasing demands on the SGPWA, and on its supplier, the California State Water Project.

Heightened competition for water supplies

As discussed above, the availability of local, drought-proof supply in the City of Banning is limited. Reliance on imported water by agencies serviced by SGPWA has historically increased and will likely increase in the foreseeable future. Naturally, the competition for water allocations to water retailers, including the City of Banning, by SGPWA will also increase and become much more difficult to deliver. In the future, it is expected that water orders submitted by water retailers are likely not going to be fully fulfilled due to a lack of available imported water. Therefore, creating a local, drought-proof supply of recycled water through this Project will buffer the City from the effects of the potential for future competition for imported potable and groundwater resources.

Natural disasters that may impact water supply infrastructure

Supplying recycled water to the City's non-potable water customers reduces the City's reliance on imported and potable water as well as increases water supply reliability, making local water available in the event of a natural disaster or emergency. For instance, it will allow the City to take preventative measures for the increased wildfire activity in recent years, as additional water supplies will be required for firefighters to successfully combat potential wildfire occurrences in the area.

In addition, natural disasters such as earthquakes can impact imported water conveyance. This Project will create a local water supply to reduce reliance on imported water, and therefore greatly mitigate the severity of the impact of this potential natural disaster to the City.

2. **Will the project help create additional flexibility to address drought? Will water made available by this Project continue to be available during periods of drought? To what extent is the water made available by this Project more drought resistant than alternative water supply options? Explain.**

   The implementation of all the Project phases will provide the City of Banning with the flexibility of diversifying its water supply by reducing its reliance on groundwater wells and imported water purchased from the SGPWA. As climate change conditions become worse, the likelihood of future droughts becomes higher, leading to groundwater supplies depleting and Federal and State water supplies becoming scarcer. By relying on the constant supply of wastewater rather than groundwater or imported sources, the Project guarantees non-potable water supply reliability and drought resiliency.

3. **Has the area served by the Project been identified by the United States Drought Monitor as experiencing severe, extreme, or exceptional drought at any time in the last 4 years?**

   Beginning in January 2021, the City of Banning service area has been identified by the United States Drought Monitor as experiencing severe, extreme, or exceptional drought.

4. **Has the area served by the Project been designated as a drought disaster area by the State in the last 4 years?**

   In the last four years (2018, 2019, 2021 and 2022) the City of Banning service area has been designated as a drought disaster area by the State of California.

Evaluation Criterion 2—Environment and Water Quality (15 points)

1. **Will the Project improve the quality of surface water or groundwater? If so, how?**

   Implementation of the Project will improve the water quality of the groundwater as the Project involves upgrading the WWTP's biological treatment from Trickling Filters to an MBR system. MBR yields very high effluent water quality, leading to lower total nitrogen, BOD, and TSS levels. An RO system will also be implemented post MBR treatment to meet the Beaumont Basin requirements, further lowering TDS and TN levels. WWTP effluent that is not used to meet irrigation demand will discharge to unlined percolation ponds above the Cabazon groundwater storage unit (Phases I and II) or flow to a groundwater storage basin above the Banning storage unit (Phase III). This improved water quality of the WWTP effluent will therefore result in better water quality of the groundwater.

2. **Will the Project improve effluent quality beyond levels necessary to meet State or Federal discharge requirements?**

   In order to serve Sun Lakes Country Club, which is located above the Beaumont Basin, the WWTP must meet the Beaumont Basin maximum benefit objectives of 330 mg/L for TDS and 5 mg/L for TN. This restriction is stricter than that of the Federal Title 22 requirements for disinfected tertiary recycled water as well as the RWQCB Board Order for the City of Banning.

   In order to meet the Beaumont Basin maximum benefit objectives, an RO system will need to be implemented at the WWTP as the last stage of treatment. With this RO treatment, the effluent water quality that will be distributed to recycled water customers will be beyond that of Federal and State discharge requirements.

3. **Will the Project improve flow conditions in a natural stream channel? If so, how?**

   The Project does not involve discharge into a natural stream channel. In Phase III of the Project, the remaining WWTP effluent not used to meet non-potable water demands will be sent to a groundwater recharge basin within the Banning groundwater storage unit to serve the City of Banning.

4. **Will the Project restore or enhance habitat for non-listed species? If so, how?**

   This Project will produce a reliable, local water source which will decrease demand for imported water supplies drawn from the Sacramento-San Joaquin Delta (Delta) by a total of 752 AFY, thereby improving flow conditions in the natural stream channels of the Delta. The Delta encompasses 1,600 square miles and provides habitat for more than 500 species of fish and wildlife. The 2013 Bay Delta Conservation Plan identified over 30 non-listed species potentially impacted by withdrawals from that system through the SWP (DWR, 2013). Impacts from withdrawals occur due to the change of river flow by pumping, capture within pumping equipment, and increased saltwater intrusion due to pumping. A decrease in water imported through the SWP could help to alleviate these pressures on the Delta ecosystem and could help restore habitat for non-listed species.

   In addition, recent droughts resulted in reduced flows into the Delta. With continued exports for water supply, there was an overall reduction in aquatic habitat availability and higher contaminant concentrations from agricultural runoff in both river systems. Therefore, since this Project involves cutting down on the importation of water from the Delta, the Project will help enhance the habitat for all affected species by allowing it to become more resilient to

climate changing patterns. Non-listed species will benefit greatly, as many species rely on this habitat for ecologic function at various life stages.

5. **Will the Project provide water or habitat for federally listed threatened or endangered species? If so, how?**

   As described in the Sections above, the Project will produce non-potable water supplies that will directly offset imported water from the Delta. The bolstering of local water supply sources will allow the City to reduce imported water purchases and therefore demand for diversions from the Delta, leaving additional water in the Delta that can support native habitats for fish and wildlife. The Project will provide indirect riparian and ecosystem benefits in these systems, contributing to the protection of habitat for native species.

   In the Delta system, this could lead to increased outflow through the San Francisco Bay, helping to reduce salinity and improve habitat for fish and other species. In addition to the number of non-listed species mentioned in the Section above, there are 21 federally listed threatened and endangered species in the Delta that will benefit from the reduction of imported water purchases. These species include the Delta smelt, Chinook salmon, Least Bell's vireo, and Conservancy fairy shrimp. Some fish species, such as the Delta smelt, live their entire lives within the Delta ecosystem. Other fish species, including the Chinook salmon and steelhead, rely on the Delta for spawning, rearing, and migration during critical times of year. With more water in the Delta, these species become more resilient to changes in the ecosystem.

Evaluation Criterion 3—Economic Benefits (25 points)

Subcriterion No. 3a—Cost Effectiveness (15 points)

1. **Reclamation will calculate the cost per acre-foot of water produced by the Project using information provided by Project sponsors. For a description of how this calculation is done, please see the Title XVI Frequently Asked Questions webpage at www.usbr.gov/watersmart/title/faq.html**

2. **Please provide the following information for this calculation:**

   The cost estimate for the Project includes a project contingency of 25%. Other project soft costs were estimated as percentages of the construction costs which included 10% for construction management and engineering services during construction, 10% for engineering design and Project Management during the design, and $300,000 for environmental and permitting. The annual O&M cost estimate includes electricity, chemicals, labor, and repair costs. The unit electricity cost used for the estimate is $0.20/KWh.

   (a) The total estimated construction costs, by year, for the Project (include all previous and planned work) as shown in Table 2.

   Table 9 on the following page allocates construction costs by year. Construction of Phase I will begin in 2025 and approximately 11% of the total construction costs will be expended. Phase I construction will continue through 2027 with 21% of the construction will be completed in 2026, and the remaining Phase I construction will be completed by 2027 with 56% of total costs. Although Phases II and III are not currently planned, it is estimated that all of Phase II construction costs are approximately 3% of the total project cost and will be completed in 2030; and Phase III construction costs are approximately 9% of the total project cost and will be completed in 2040.

Table 9. Estimated Construction Cost per Year, in 2023 dollars

Phase	Calendar Year	Cost
Phase I	2025	$8,753,600.00
Phase I	2026	$17,040,475.00
Phase I	2027	$44,696,325.00
Phase II	2030	$2,332,900.00
Phase III	2040	$7,213,900.00

(b) The total estimated or actual costs to plan and design the Project. Note: This should not include the cost to complete a feasibility study that meets the requirements of Reclamation's Directives and Standards https://www.usbr.gov/recman/wtr/wtr11-01.pdf

Table 10 below details these costs broken down by phase of the project. All Phase I planning and design costs are expected to be completed by June 2026. The total planning and design costs for the Project components are approximately $8,003,720.

Table 10. Total Planning and Design Costs by Year, in 2020 dollars

Year	Planning or Design Activity	Cost
2024	Well NP-1 RO System and Brine Evaporation Ponds	$875,360.00
2025	WWTP Upgrades	$3,516,110.90
2026	WWTP Upgrades, Recycled Water Laterals	$2,657,569.10
2030	RO Module and Remaining Recycled Water Laterals	$233,290.00
2039	Groundwater Basin Upgrades and Pipeline	$216,417.00
2040	Groundwater Basin Upgrades and Pipeline	$504,973.00
Total		**$8,003,720.00**

(c) The estimated expected average annual operation and maintenance costs for the life of the Project. Please do not include periodic replacement costs in the operation and maintenance costs. Periodic replacement costs should be provided separately in response to (f) below. Note: this is an annual cost—not total cost.

Average annual operation and maintenance (O&M) costs for the Project components in Phase I are presented in **Table 11** on the following page. These costs are based on estimates provided by the City's Owner's Engineer consultant, who developed them based on similar projects and planning-level estimates. These costs were developed in the 2023 Feasibility Study (**Appendix B**, Section 4.3, page 27) and are presented in 2023 dollars. As shown in the table, total annual O&M costs for Phase I of the Project are projected to be approximately $3,890,000.

Table 11. Average Annual O&M Costs for Phase I of the Project, in 2023 dollars

Project Component	Estimated Annual O&M Cost
Labor	$1,200,000.00
Power	$1,638,120.00
Chemicals	$564,380.00
Repairs	$487,500.00
Total O&M Costs	**$3,890,000.00**

(d) The year the Project has or is expected to begin to deliver reclaimed water.

As shown in the Project Schedule in **Table 6** (*see Section 3.3 Proposed Scope of Work*), Phase I construction is expected to be complete by December 2027. Phases II and III will occur after the close of this NOFO and is dependent on the Phase I completion. However, is estimated that Phase II shall be completed in 2030, and Phase III in 2040.

(e) The Projected life (in years) that the Project is expected to last. Note: this should be measured from the time the Project starts delivering water.

The City of Banning WWTP Upgrade Project has an expected 50-year project life. Phase I of the WWTP Upgrades Project is expected to be completed in 2027 with the first full year of delivery in 2028. The Project life is therefore through 2077.

(f) All estimated replacement costs by year as shown in Table 5. If there are multiple replacement costs in one (1) year, or at the same interval, please total them and put them on one line with the year or interval.

Similar to the average O&M costs presented in **Table 11**, replacement costs for the Project components are based on planning level estimates from the Owner's Engineer consultant and similar projects. Replacement costs and timing are presented in **Table 12**, and assume replacement frequency will begin in 2028, the first full year of deliveries for Phase I of the Project. It shall be noted that the estimated replacement costs are presented in 2023 dollars without any escalation.

Table 12. Replacement Cost Timing, in 2023 dollars

Description of Replacement Requirement	Replacement Frequency	Year(s)	Cost
Mechanical, Electrical/Controls Replacements	Every year	Every Year from 2028 to 2077	$868,658.82
RO Membrane Replacement and MBR Membrane Replacement	Every 5 years	2032, 2037, 2042, 2047, 2052, 2057, 2062, 2067, 2072, 2077	$2,200,000.00

(g) The maximum volume of water (in acre-feet) that is expected to be produced annually upon completion of the Project. This volume of water must correspond to the costs provided above. If costs are only provided for a portion or phase of

the project, then only the water produced by that same portion or phase of the project will be considered under this criterion.

The entire Project consists of three (3) Phases. Completion of Phase I of the Project will allow the City to produce 4,035 AFY of non-potable water.

3. Reclamation will calculate the cost per acre-foot for the Project using the information requested in question No. 1 and compare it to the non-reclaimed water alternative, and any other water supply options that the applicant identifies to evaluate the cost effectiveness of the Project. Please provide the following information for this comparison:

1. **A description of the conditions that exist in the area and projections of the future with, and without, the Project.**

   The City faces many challenges regarding its water supply. Droughts, precipitation variability, population growth, and legal and environmental constraints combine to reduce water supply reliability, particularly imported water. The City of Banning currently imports 752 AFY of its water, and the projected cost of imported water will continue to increase in the future.

   With the Project, the City will be able to utilize recycled water for direct deliveries to irrigation customers that would offset both existing and figure potable demands (Phases I and II) as well as recharge local groundwater aquifers for extraction with the surplus of recycled water (Phase III).

   Without the project, existing and future irrigation demands would be met with imported water used for recharge, which is expected to be an unreliable source of water in the future. In addition, without the Project, the City would not be able to meet the impending water quality discharge limits by the RWQCB.

2. **Provide the cost per acre-foot of other water supply alternatives that could be implemented by the non-Federal Project sponsor in lieu of the Project. This must include, but is not limited to, one non-reclaimed water alternative that would satisfy the same demand as the Project. Other water supply alternatives beyond one non-reclaimed water alternative are not required but may be provided where available to demonstrate the cost effectiveness of the Project.**

   If the Project were not to be implemented, the City of Banning would continue to import water from the SGPWA to recharge the groundwater wells. Existing irrigation customers in the City would continue to use potable water or non-potable water from these groundwater wells. As mentioned in the Section above, the City imports 752 AFY per year. The cost of this imported water is $399/AF. This Project, however, would produce 4,035 AFY of recycled water, thus offsetting the 752 AFY of the City's current potable water imports.

3. **If available, provide the cost per acre-foot of one water supply project with similar characteristics to the Project. This information does not have to be provided if it is not available. It is intended to provide another possible comparison to demonstrate the cost effectiveness of the Project.**

This information is not currently available. However, the City will analyze available data and compile the information on the cost per acre-foot of one water supply project with similar characteristics to the Project to be provided to the Bureau of Reclamation.

4. **Discussion of the degree to which the Project is cost-effective. Where applicable, include a discussion of why the Project may be cost effective even if the overall Project cost appears to be high.**

As described in Section 4.2, pages 22-25, of **Appendix B**, three (3) alternatives were developed for the proposed Project. Descriptions of the three (3) Alternatives are as follows:

1) a "Do Nothing" alternative, where the City would continue to operate Well NP-1 to supply 850 AFY to Sun Lakes Country Club in place of Well M7. The WWTP treatment process will not be upgraded, and WWTP effluent will continue to discharge to the percolation ponds within the Cabazon Groundwater Basin. A more detailed description of this alternative (Alternative 1) is described in Section 4.2.1, page 22, of **Appendix B**.
2) a "Non-Potable Reuse" alternative, where in Phase I, Well NP-1 (with an installed RO system to meet Beaumont Basin requirements) would replace Well M7 to serve Sun Lakes Country Club; evaporation beds would be constructed for RO Brine (which will later be repurposed for WWTP use); the WWTP biological treatment system would be upgraded with an MBR facility to meet Title 22 requirements; and laterals would be constructed for existing recycled water customers. As Phase II of this alternative, laterals for future recycled water customers would be constructed, and an additional RO module would be installed; the remaining WWTP effluent not serving irrigation customers would continue to be discharged to the existing percolation ponds. A more detailed description of this alternative (Alternative 2) is described in Section 4.2.2, page 23, of **Appendix B**.
3) A "Hybrid Non-Potable Reuse and Indirect Potable Reuse" would include Phases I and II described in the "Non-Potable Reuse" alternative, as well as an additional Phase. Phase III of the Project would include construction of a pipeline to connect the recycled water to basins upgradient of the Banning storage unit for groundwater recharge. The remaining WWTP effluent not serving irrigation customers would flow to these basins rather than to the existing percolation ponds A more detailed description of this alternative (Alternative 3) is described in Section 4.2.3, pages 24-25, of **Appendix B**.

Table 13 and **Table 14** show that the selected Alternative 3 (Project) offers the most cost-effective option for the WWTP effluent to meet the water quality requirements of Beaumont Basin maximum benefit objectives of 330 mg/L for TDS and 5 mg/L for TN and to meet Board Order requirements of 10 mg/L for TN. Although Alternative 3 (implementing both non-potable reuse and indirect potable reus) has the higher capital, O&M, and annual cost than Alternative 2 (non-potable reuse only), Alternative 3 has a lower unit cost due to the higher yield.

Table 13. Monetary Analysis

	Estimated Annual Yield (AFY)	Capital Cost	O&M Cost	Annual Cost ($/year)	Unit Cost ($/AF)
Alternative 1	0	$0	$0	$0	$0
Alternative 2	1,666	$93,487,328	$3,721,200	$4,146,000	$2,489
Alternative 3	4,035	$80,037,200	$3,901,200	$4,391,025	$1,089

Table 14. Non-Monetary Criteria

	Alternative 1	Alternative 2	Alternative 3
Regulatory Compliance	1	5	5
Reliability/Process Robustness	2	5	5
Enhancement of Indirect Potable Reuse	1	2	5
Groundwater Quality Enhancement	1	5	5
Flexibility for Future Water Reuse	1	5	5
Operational Simplicity	5	4	4
Ease of Implementation/Funding	5	5	4
Total	**16**	**31**	**33**

Subcriterion No. 3b—Economic Analysis and Project Benefits (10 points)

1. **Summarize the economic analysis performed for the Project including information on the Project's estimated benefits and costs. Describe the methodologies used for the analysis that has been conducted. Points will be awarded based on a comparison of the benefits and costs of the Project. The information provided should include:**

   (a) Quantified and monetized Project costs, including expected capital costs and operations and maintenance costs.

   The costs of the Project stem from capital costs, O&M costs, and foreseeable replacement costs. These costs have been described in detail under *Subcriterion 3a*. The present value of these costs over the 50-year lifetime of the Project's three (3) phases are estimated to be $104.9M, with Phase 1 - $93.4M, as seen in **Table 15**.

Table 15. Monetary Analysis

	Estimated Annual Yield (AFY)	Capital Cost	O&M Cost	Annual Cost ($/year)	Unit Cost ($/AF)
Phase I	1,191	$93,487,328	$3,500,000	$3,890,000	$3,267
Phase II	475	$2,799,480	$221,200	$256,000	$539
Phase III	2,369	$8,656,680	$180,000	$245,025	$104

   (b) Quantified and monetized Project benefits. This includes benefits that can be quantified and expressed as a monetized benefit per acre-foot. These may include, but are not limited to, benefits related to water supply quantity and water supply

reliability, recreational benefits, ecosystem benefits, water quality, energy efficiency, and environmental compliance and permitting. Benefits may also include the avoided costs of no action (i.e., the costs that would be incurred if the Project were not implemented), and the willingness of users or customers to pay for a benefit or to avoid a negative outcome (e.g., the willingness of households to pay for a water supply system that would reduce groundwater overdraft). If quantified and/or monetized information for these benefits is not available, they may be addressed in response to question two below.

One of the primary benefits of the Project would be the avoidance of purchasing imported water from the Sacramento-San Joaquin Delta. This supply requires a substantial amount of infrastructure to transport, treat, and deliver. The current cost of the imported water from the Sacramento-San Joaquin Delta is $399 per AF. Based on the 2020 Urban Water Management Plan, the City's recent imported water purchases from the Sacramento-San Joaquin Delta through SGPWA for years 2015 to 2020 is shown in **Table 16**.

Table 16. Imported Water Purchases

Year	Purchases (AF)
2015	686
2016	1,477
2017	1,350
2018	500
2019	250
2020	250
Average:	**752**
2010-2015 Avg. (2015 UWMP)	**847**

As a result, it costs the City on average more than $300,000 per year to for the imported water, which the City would continue to incur if the Project is not implemented.

In 2022, the City Council and rate payers supported and approved a significant rate increase to provide partial funding for the improvements at the WWTP and recycled water development. The rate increase was reviewed and approved by the City's rate payers, showing the willingness of Banning customers to pay for the reliability of recycled water.

Since deliveries of imported water can be unreliable, the implementation of the Project would allow City of Banning to offset costs of imported water and create a more reliable recycled water supply for the City's customers. During the recent drought, allocations of Sacramento-San Joaquin Delta supplies were limited to 5% in 2014, and 20% in 2015. Although conditions improved in the following years, allocations remained limited to 60% in 2016. Moreover, the allocation forecast in 2024 is estimated to be 10%. It is assumed that the allocation of available water will continue to worsen.

The economic value of reliability can vary depending on how much value individual customers receive from their water and how flexible they can be in cutting back demand.

In the case of the Project, Phase I of the Project would produce 4,035 AFY of recycled water, thus offsetting 752 AFY of the City's current potable water imports. 1,191 AFY would be used to serve the existing customers currently supplied with potable water or non-potable water from groundwater wells, while the remaining 2,844 AFY would continue to discharge to percolation ponds near the WWTP site. In Phase II, 1,166 AFY would be used to serve both the existing and future recycled customers, while the remaining 2,369 AFY would continue discharging to the percolation ponds. Furthermore, with the completion of Phase III of the Project, the City would utilize 4,035 of the 4,035 AFY recycled water yield, as 1,666 AFY would serve recycled water customers and the remaining 2,369 AFY would flow to local groundwater aquifers for indirect potable reuse.

For the period from 2015 through 2020, the City imported on average 752 AFY from Sacramento-San Joaquin Delta (**Table 16** on the previous page). Thus, the Project would offset this entire Sacramento-San Joaquin Delta water supply.

(c) A comparison of the Project's quantified and monetized benefits and costs. *Please note that information must be included in the proposal to be considered. Scores will not be based on information provided in the Project's feasibility study if the information is not included in the proposal.

The majority of the benefits resulting from the implementation of the Project are difficult to quantify as they include climate impact benefits, improved water supply quality and reliability, and positive environmental impacts. However, one of the main quantified benefits of the Project implementation consists of the reduction of City reliance on imported water from Sacramento-San Joaquin Delta. This will allow City to save more than $15M in 2023 dollars over the anticipated 50 years life span of the Project.

2. Some Project benefits may be difficult to quantify and/or monetize. Describe any economic benefits of the Project that are difficult to quantify and/or monetize. Provide a qualitative discussion of the economic impact of these benefits. Points will be awarded based on the potential economic impact of the Project-related benefits. Some examples of benefits may include, but are not limited to, acres of land or stream miles that may be benefitted or not harmed, benefits to habitat or species, flood risk mitigation, local impacts on residents and/or businesses, job creation, and regional impacts. This may also include benefits listed in question one, if they have not been monetized (e.g., water reliability, water quality, and recreation).

Currently, no non-potable water reuse is being practiced in the City, and the effluent from the City's WWTP discharges to percolation ponds but is not entirely extracted by Banning – the percolated water flows to other water agencies downgradient. Producing reclaimed water would significantly increase the City's economic advantage because of the sustainable growth and profit from selling the WWTP effluent to irrigation customers.

At this time, the City uses imported water for groundwater replenishment. By supplying these irrigation customers with a reclaimed local water supply instead of pumped groundwater (as is currently done), this will reduce the amount of required imported water for the City, thereby reducing the City's overall water costs, as well as reduce the impact to the existing groundwater aquifer supply sources. In addition, when all three (3) Phases of the Project are constructed, the City will be able to convert non-potable wells M7 and M12 to potable, thus benefiting from the investments made in drilling and equipping these wells.

Another economic benefit of the Project is its impact on City growth. City growth is dependent on the availability of water supplies to meet various demands for new City population. Increasing the reliability of drinking water will therefore allow the City to meet its needs for growth.

In addition to these benefits, the Project would also lessen the load on the infrastructures required to deliver imported water. Demands on imported SGPWA supplies will, over time, require new or expanded infrastructure to ensure reliability and efficient delivery of water from the Delta. For example, current estimates of the cost of the California Water Fix, the plan to construct tunnels to divert water from the Sacramento River to the SWP, bypassing the environmentally sensitive and structurally risky Delta, hover around $16.7 billion, according to an article by the Sacramento Bee in 2018. By reducing the City's demands on purchased water from SGPWA, the Project would postpone the development of new or expanded infrastructure, such as the California Water Fix, necessary to deliver purchased water to the region.

The Project would also have benefits related to recreation and the ecosystem. As explained in the Sections above, the Project will produce recycled water supplies that will directly offset imported water from the Delta, which contains 21 federally listed threatened and endangered species. By reducing the amount of imported water purchased, more water supplies will be available for these species in their natural habitats. And healthy ecosystems and fisheries have economic benefits. For example, the Delta provides a variety of recreational opportunities including fishing, hunting, boating, camping, picnics, and viewing nature, which amount to approximately $809M in income and economic value added per year, based on an article from the University of California in 1998.

Evaluation Criterion 4—Presidential and Department of the Interior Priorities (15 Points)

1. **Climate Change. Points will be awarded based on the extent the project will reduce climate pollution; increase resilience to the impacts of climate change; protect public health; and conserve our lands, waters, oceans, and biodiversity. Address the following as relevant to your project.**

   The Project will increase resilience to the impacts of climate change and conserve water by utilizing recycled water supplies and freeing up imported water for other water managers throughout the state and the region. A reliance on imported water leaves the City vulnerable to the threats from climate change, reoccurring drought, and natural disasters. **Table 17** on the following page lists potential regional climate change impacts that are anticipated for the City.

   By producing local supplies of recycled water, the Project will reduce demand on the Delta supplies, which will contribute to ecosystem benefits by supporting fish and wildlife corridors within the hydrologic system, some of which are endangered. Diverting water (to the region) from this source has a negative effect on the ecosystems on which fish and wildlife depend. Ecological resilience to climate change will be provided through reduced greenhouse gas emission from reduction in the need for transporting and treating imported supplies.

Table 17. Potential Climate Change Impacts

Impact	Effect
Temperature	1.5°F to 4.5°F average temperature increase
Rainfall	Variable projections predict between 35% drier and 17% wetter Increase in variability between years
Supply	Up to 25% decrease in Delta supply
Wildfires	40% increase in California Coastal Shrub acreage burned in Southwestern U.S. 54% increase in overall acreage burned in Western U.S.

2. **Combating the Climate Crises: E.O. 14008: Tackling the Climate Crisis at Home and Abroad, focuses on increasing resilience to climate change and supporting climate-resilient development. For additional information on the impacts of climate change throughout the western United States, see: www.usbr.gov/climate/secure/docs/2021secure/2021SECUREReport.pdf. Please describe how the project will address climate change, including the following:**

   - **Please provide specific details and examples on how the project will address the impacts of climate change and help combat the climate crisis.**

     By reducing imported water demand, this project achieves the E.O. 14008 goal of conserving water, protecting biodiversity, and addressing climate change. Additionally, by increasing water use efficiency, the Project reduces energy use and thus avoids the production of greenhouse gases, thereby supporting the intent of E.O. 14008 to strengthen resilience against the impacts of climate change.

     Although California is already subject to highly variable precipitations patterns, studies show that variability will intensify in the future, bringing heavier winter storms and more severe droughts. To combat this issue, the City of Banning will take aggressive measures with this Project to diversify its water supply portfolio by developing local, drought-resilient supplies and relying less on imported water.

   - **Does this proposed project strengthen water supply sustainability to increase resilience to climate change? Does the proposed project contribute to climate change resiliency in other ways not described above?**

     By investing in RO technology, developing a sustainable and reliable recycled water supply, and reducing the City's reliance on the imported water, the City of Banning is increasing its resilience to climate change. By reducing the quantity of imported water into the City, water that would have been designated for the City of Banning can remain in its natural hydrologic cycle, providing ecological benefits to the Bay Delta. As mentioned in the Sections above, this will help protect and maintain critical habitats that support several species, including the Delta Smelt. Additionally, the reduction in energy demands due to the Project's offset of imported water will reduce greenhouse emissions associated with

the City of Banning's water system. This will help the City adapt to potential changes in future water supply reliability.

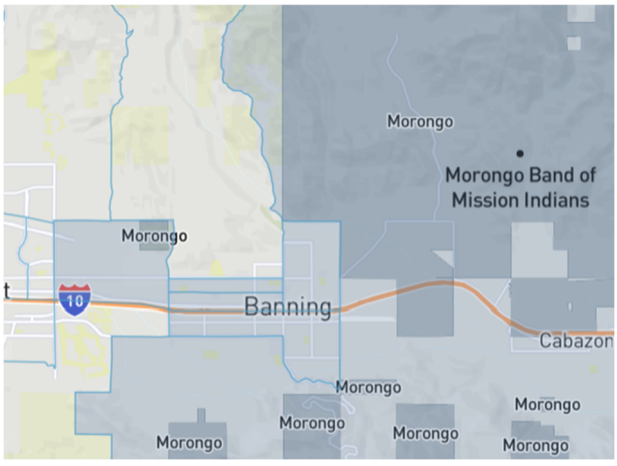
Another contribution of the Project is the improvement of groundwater. Since onsite treatment systems and the existing WWTP do not effectively remove nitrate from wastewater, this Project would reduce the amount of nitrate that percolates into the groundwater within the Cabazon storage unit. This would alleviate the rising nitrate levels observed in some wells in the Region.

3. **Disadvantaged or Underserved Communities Points will be awarded based on the extent to which the project directly serves disadvantaged, underserved, or Tribal communities. E.O. 14008 and E.O. 13985 affirm the advancement of environmental justice and equity for all through the development and funding of programs to invest in disadvantaged or underserved communities. For the purpose of this criterion, Tribes and insular areas (Guam, American Samoa, the Northern Mariana Islands, and the Virgin Islands) are considered disadvantaged.**

   a. **Please use the White House Council on Environmental Quality's interactive Climate and Economic Justice Screening Tool, available online at Explore the map - Climate & Economic Justice Screening Tool (screeningtool.geoplatform.gov/en/#17.59/36.63278/-105.181329) to identify any disadvantaged communities that will benefit from your project. In addition to identifying specific census tracts that are disadvantaged, the CEJST considers the lands of Federally Recognized Tribes as disadvantaged communities. In addition, regardless of whether a Federally Recognized Tribe has land, all Federally Recognized Tribal entities are considered disadvantaged communities for the purposes of the Justice40 Initiative.2**
   If applicable, describe how the project benefits those disadvantaged or underserved communities identified using the tool. For example, does the project improve water quality, provide economic growth opportunities, improve or expand public access to nature, or provide other benefits in a disadvantaged or underserved community?

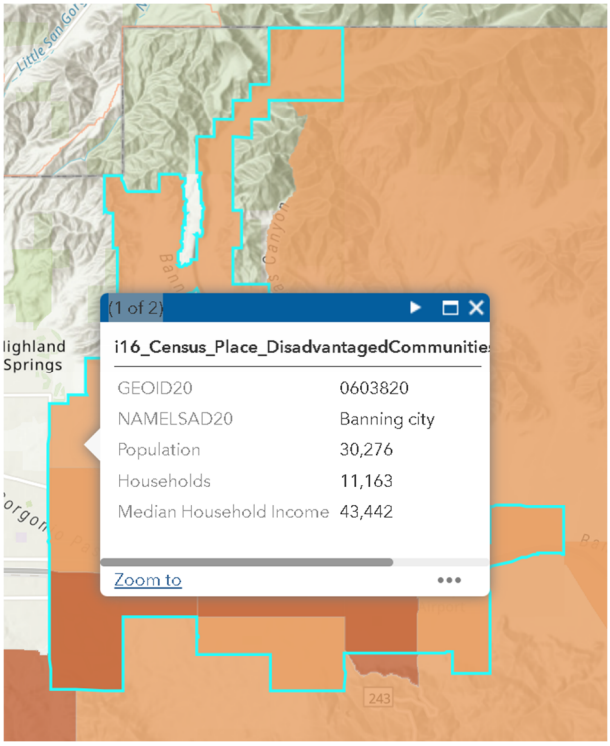
   The City of Banning's service area includes the Morongo Band of Mission Indians, as shown in **Figure 4**. The Project will provide will improve overall groundwater reliability and water quality, thus benefiting relevant Tribes in the area.

Figure 4. City of Banning Project Map (courtesy of 2018 RWS)



In addition, based on the data from the California Department of Water Resources shown in **Figure 5** on the following page, most of the City's service area meet the definition of a Disadvantaged Community (shown in blue). Producing a reliable local supply of water will support economic development of the Disadvantaged Communities, which are dependent on the availability of water supplies.

Figure 5. City of Banning Disadvantaged Communities Census Tracts ACS 2016-2020 (courtesy of CA Department of Water Resources)



4. **Tribal Benefits. Points will be awarded based on the extent to which the Project will honor the Federal government's commitments to Tribal Nations. The Department of the Interior is committed to strengthening Tribal sovereignty and the fulfillment of Federal Tribal trust responsibilities. The President's memorandum, "Tribal Consultation and Strengthening Nation-to-Nation Relationships," asserts the importance of honoring the Federal government's commitments to Tribal Nations.**

   - **Does the proposed project directly serve and/or benefit a Tribe? Will the project improve water management for a Tribe?**

     The City of Banning service area includes land owned by the Morongo Band of Mission Indians (MBMI). MBMI is one of the groundwater producers downstream of the WWTP and will benefit from the better effluent quality of the discharge/recharge at the City's percolation ponds (Phases I and II) and local groundwater aquifers above the Banning storage unit (Phase III). In addition, this Project will reduce the amount of imported potable water delivered to the City. This will allow more potable water to be available to meet the obligations for Local Water and Supplemental Water deliveries to Tribes in the Region.

- **Does the proposed project support Tribal resilience to climate change and drought impacts or provide other Tribal benefits such as improved public health and safety by addressing water quality, new water supplies, or economic growth opportunities?**

  As described in the Section above, the Project will produce higher quality effluent that will discharge to the percolation ponds near the WWTP site (Phases I and II) or flow to groundwater aquifers above the Banning storage unit (Phase III). This will improve groundwater quality in the Cabazon Basin (located downgradient of the WWTP) and therefore for the MBMI. While direct deliveries of recycled water will not be available to the MBMI parcel in Banning, they will benefit from the additional recharge in the City's local aquifers.

- **Does the proposed project support Reclamation's Tribal trust responsibilities or a Reclamation activity with a Tribe?**

  The project does not support Reclamation's Tribal trust responsibilities or a Reclamation activity with a Tribe.

Evaluation Criterion 5— Reclamation's Obligations and Watershed Perspective (10 Points)

Subcriterion No. 5a— Reclamation's Legal and Contractual Water Supply Obligations (5 points)

1. **Points will be awarded for Projects that help to meet Reclamation's legal and contractual obligations. Explain how the Project relates to Reclamation's mission and/or serves a Federal interest. Does the Project help fulfill any of Reclamation's legal or contractual obligations such as providing water for Indian Tribes, water right settlements, river restoration, minimum flows, legal court orders, or other obligations? If so, explain.**

   Note: A Project may help Reclamation fulfill its obligations even if the project sponsor is not a Reclamation contractor, and indirect benefits to Reclamation will also be considered under this criterion.

   The Project components will not directly fulfill the Reclamation's legal or contractual obligations but, by developing the recycled water supply, MBMI will benefit from the better effluent quality from the discharge/recharge at the City's percolation ponds.

Subcriterion No. 5b— Watershed Perspective (5 points)

1. **Points will be awarded based on the extent to which the Project promotes or applies a watershed perspective by implementing an integrated resources management approach, implementing a regional planning effort, forming collaborative partnerships with entities representing diverse interests, or conducting public outreach.**

   A watershed perspective generally means an approach to planning directed at meeting the needs of geographically dispersed localities across a region or a watershed that will take advantage of economies of scale and foster opportunities for partnerships. This approach also takes into account the interconnectedness of water and land resources, encourages the active participation of all interested groups, and uses the full spectrum of technical disciplines in activities and decision making. Does the Project:

1. **Implement or relate to a regional or state water plan or an integrated resource management plan? Explain.**

The Project components support various local and regional integrated resources management plans and planning efforts. The implementation of the Project is an essential component of the City's water supply portfolio, as it will allow the City of Banning to reduce its reliance on imported potable water, thus making this potable water supply available to the region.

Although this Project itself does not involve multiple region-wide partners for implementation, the benefits of the project are not limited to the City of Banning, its users, and the local ecological environment. The promotion and utilization of locally available recycled water creates sustainable, drought-resilient non-potable water supplies that are independent of precipitation and temperature patterns or interregional factors and jurisdictions. Locally produced recycled water production offsets the need for imported water from the Delta. This allows for increased natural flows in the Bay Delta to benefit diverse ecosystems and species such as the Delta Smelt.

The Project supports State water plans summarized below.

2023 Draft California Water Plan (CWP) Update

The 2023 Draft CWP Update has seven objectives, recommendations, and actions for advancing the themes and strategies to make California more resilient to climate resilience and water equity for all Californians. The Project addresses the following objectives:

- Support watershed resilience planning and implementation.
- Improve resilience of State, federal, and regional "backbone" built water infrastructure.
- Advance equitable outcomes in water management.
- Support and learn from Tribal water and resource management practices.

The Project also supports the Sustainable Groundwater Management Act described below.

Department of Water Resources – Sustainable Groundwater Management Act

The Sustainable Groundwater Management Act (SGMA) was passed by the California State Legislature in September 2014, establishing new requirements for groundwater management in medium and high priority groundwater basins. The act requires the development and implementation of Groundwater Sustainability Plans (GSPs) for each groundwater basin and subbasin. The GSP must contain objectives and actions to achieve and maintain groundwater sustainability and to avoid the undesirable results of overdraft. SGMA also requires the establishment of Groundwater Sustainability Agencies (GSAs) to oversee development and implementation of GSPs and provides authority to GSAs to sustainably manage groundwater. Local water authorities and counties have primary responsibility and authority for the development and implementation of GSPs and GSAs; however, the State has been given authority to intervene if specific requirements are not met. See Sections 8.32 and 8.33 on pages 39 and 40 in **Appendix B** for further information on the GSAs and GSPs, respectively.

Regional Collaborations

The City is a member of the San Gorgonio Pass Regional Water Alliance (Alliance). The Alliance was created to identify challenges in water supply and water quality in the region and to improve coordination and communication among local, state, and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region.

Since 2015, the City has also participated in the following three additional agreements:

1. San Gorgonio Integrated Regional Water Management Group, which includes: City of Banning, Banning Heights Mutual Water Company, Cabazon Water District, High Valleys Water District, Riverside County Flood Control and Water Conservation District (CFCWCD), and the San Gorgonio Pass Water Agency.
2. San Gorgonio Pass Subbasin Groundwater Sustainability Agency, which includes: the Desert Water Agency, Banning Heights Mutual Water District, Cabazon Water District, Mission Springs Water District, San Gorgonio Pass Water Agency and the City of Banning.
3. San Timoteo Groundwater Sustainability Agency, which includes: City of Banning, Beaumont-Cherry Valley Water District, City of Redlands, Yucaipa Valley Water District, San Gorgonio Pass Water Agency.

The City also participates in the Beaumont Management Zone (BMZ) Maximum Benefits Program, which is under the oversight of the RWQCB and is intended to ensure the long-term sustainability of water quality in the BMZ. Yucaipa Valley Water District, Beaumont Cherry Valley Water District, and City of Beaumont also participate in the program.

2. **Help meet the water supply needs of a large geographic area, region, or watershed? Explain.**

   This Project focuses on a local supply of recycled water for the City of Banning's service area within the local watershed. However, by reducing the City's demand on existing potable water supply, this will lower their purchases of imported water from the Delta. This leaves water available in the river for other users or for habitats.

3. **Promote collaborative partnerships with multiple stakeholders representing diverse interests? Explain.**

   The Project components do not directly involve collaboration or partnerships with other agencies about water-related issues. However, as mentioned in Section above, the City is part of the 2023 Draft California Water Plan, Sustainable Groundwater Management Act, and the listed regional collaborations. Thus, the Project will have a positive impact on these activities in terms of both supply and water quality.

4. **Include public outreach and opportunities for the public to learn about the project? Explain.**

   The majority of the proposed facilities will be within the footprint of the City's existing WWTP. As such, no public opposition is anticipated for the Project. As the Project progresses, more public outreach activities will be conducted to increase publicity for the proposed Project.

5. PROJECT BUDGET

5.1 Funding Plan

The total cost of Phase I of the Project is estimated at $93,487,328. Under this NOFO, the City is therefore requesting $23,371,832, which would be 25% of the Phase I Project cost of $93,487,328. Phases II and III are to be incurred past the timeframe of this NOFO and are not currently eligible for consideration. Remaining costs will be covered by non-federal funding sources to provide the minimum 75% funding match. **Table 18** on the following page includes more detail regarding the funding contributions by source for the Project.

Table 18. Funding Contributions by Source

Funding Source	Amount
Non-Federal Entities	
City of Banning	$70,115,496.00
Federal Entities	
Requested Reclamation Funding	**$23,371,832.00**
Total Cost	$93,487,328.00

The City's cost share will be provided by the City's Water Operations and Wastewater Operations Funds. There is a current fund balance in the Water Operations Fund of $17.5M and a fund balance in the Wastewater Operations Fund of $3.7M. In addition to operating and capital revenues related to rates, the City has continued to charge a monthly Tertiary Surcharge of $2.72/month per account to fund capital improvements at the wastewater treatment plant. The Wastewater Tertiary Fund has a fund balance of $7.7M of which $7M would be allocated to the Proposed Project. Additionally, the City has the capability to fund projects through either cash payment or debt issuance. See Section 9.4, pages 45-47, in **Appendix B** for more details on the City's Project Funding Plan.

City staff time will not be documented as a project cost. Invoices will be provided to Reclamation following grant award, or at Reclamation's request. The City anticipates Phase I costs will be incurred by December 30, 2027. All project costs are presented in **Table 19** on the following page.

The construction cost of $70,490,400 listed in **Table 19** is based on the Feasibility Study in Section 4.3, page 27, of **Appendix B**. That construction cost did not include any additional soft costs, such as CEQA and Permitting, Design, Construction Administration, and overall project contingencies. Section 5 of this application covers all of these additional costs and provides the estimating methodology.

5.2 Budget Narrative

A detailed explanation of the costs incurred under each budget category in included in **Table 20**.

Salaries and wages

The City will account for its staff time for this Project as part of its normal operating costs and will not be tracking or submitting staff time for match or reimbursement. As such, these costs are not included in the total project cost. Contractor salaries and wages are included in the contractor costs, under the Contractual/Construction section of the proposed budget.

Key Personnel for the Project will include staff from the City of Banning, along with project managers for each of the consultants and contractors hired to support the Project. The Program Manager for the Project is Arturo Vela, Director of Public Works for the City of Banning.

Compliance with Reporting Requirements will be completed through combined efforts of the Program Manager, Administrator, and Finance Specialist, and is anticipated to require a combined total of 30 hours per submittal. Each submittal is anticipated to include a Financial Report and an

Table 19. Phase I Costs

BUDGET ITEM DESCRIPTION	COMPUTATION					TOTAL COST
	Price/Rate	Unit	Quantity	Recipient	Reclamation	
SALARIES AND WAGES						
Not applicable				$ -	$ -	$ -
					Subtotal	**$ -**
FRINGE BENEFITS - See proposal in official file for detailed calculations						
Not applicable		percent		$ -	$ -	$ -
					Subtotal	**$ -**
EQUIPMENT - Leased Equipment use rate + hourly wage/salary x est. hours for assisted activity—Describe equipment to be purchased, unit price, # of units for all equipment to be purchased or leased for assisted activity: Do not list contractor supplied equipment here.						
Not applicable				$ -	$ -	$ -
			Subtotal	$ -	$ -	**$ -**
SUPPLIES/MATERIALS - Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.						
Not applicable				$ -	$ -	$ -
					Subtotal	**$ -**
CONTRACTUAL/ CONSTRUCTION - Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.						
Phase 1 Costs: City of Banning WWTP Upgrades						
Task 1: CEQA						
CEQA (bio, cultural, air quality & IS/MND)	$180,000	LS	1.0	$ 135,000	$ 45,000	$ 180,000
Permitting	$120,000	LS	1.0	$ 90,000	$ 30,000	$ 120,000
					Subtotal	**$ 300,000**
Task 2: Design						
Preliminary Design	$1,409,808	% of cost	2.0%	$ 1,057,356	$ 352,452	$1,409,808
Final Design	$5,639,232	% of cost	8.0%	$ 4,229,424	$ 1,409,808	$5,639,232
					Subtotal	**$ 7,049,040**
Task 3: Construction						
RO system	$ 3,497,500	LS	1.0	$ 2,623,125	$ 874,375	$ 3,497,500
Brine Drying Beds and Evaporators	$ 5,256,100	LS	1.0	$ 3,942,075	$ 1,314,025	$ 5,256,100
MBR Facility (3.6 MGD)	$ 52,887,000	LS	1.0	$ 39,665,250	$ 13,221,750	$ 52,887,000
Primary Clarifier	$ 1,944,100	LS	1.0	$ 1,458,075	$ 486,025	$ 1,944,100
Chlorine Tank	$ 2,377,700	LS	1.0	$ 1,783,275	$ 594,425	$ 2,377,700
Upgrade Ferric Sulfate Feed/Storage System	$ 298,100	LS	1.0	$ 223,575	$ 74,525	$ 298,100
Digester Coating	$ 463,500	LS	1.0	$ 347,625	$ 115,875	$ 463,500
Replace Piping in Grit Chamber	$ 58,300	LS	1.0	$ 43,725	$ 14,575	$ 58,300
Replace TF Center Drives	$ 499,300	LS	1.0	$ 374,475	$ 124,825	$ 499,300
Replace East Primary Clarifier Center Drive	$ 99,900	LS	1.0	$ 74,925	$ 24,975	$ 99,900
Replace Existing PVC Digester Gas Piping	$ 16,700	LS	1.0	$ 12,525	$ 4,175	$ 16,700
Replace Digester Hot Water Boiler	$ 176,400	LS	1.0	$ 132,300	$ 44,100	$ 176,400
Replace TF Effluent Distribution Valves (4)	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Replace TF Recirculation Pumps (2)	$ 124,900	LS	1.0	$ 93,675	$ 31,225	$ 124,900
Replace Grit/Cyclone Unit	$ 299,600	LS	1.0	$ 224,700	$ 74,900	$ 299,600
Replace Two Old Grit Pumps	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Recycled Water Laterals	$ 2,141,700	LS	1.0	$ 1,606,275	$ 535,425	$ 2,141,700
					Subtotal	**$ 70,490,400**
Task 4: Construction Admin						
Construction Management and Inspection	$7,049,040	% of cost	10.0%	$ 5,286,780	$ 1,762,260	$ 7,049,040
Environmental Monitoring and Support during Construction	$100,000	LS	1.0%	$ 75,000	$ 25,000	$ 100,000
					Subtotal	**$ 7,149,040**
OTHER - List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.						
Contingency (10% of project cost)	$8,498,848	% of cost	10.0%	$ 6,374,136	$ 2,124,712	$ 8,498,848
					Subtotal	**$ 8,498,848**
TOTAL DIRECT COSTS:				**70,115,496.00**	**23,371,832.00**	**$ 93,487,328**
INDIRECT COSTS -						
Not applicable						$ -
TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:						**$ 93,487,328**

Interim Program Performance Report, and submittals are expected to be provided quarterly, but no less frequently than semi-annually. The Final Program Performance Report is expected to require an additional 60 hours for the final project and evaluation.

Fringe benefits

Like salaries and wages, fringe benefits for employees as they relate to the Project will be accounted for by the City through normal operating costs. As a result, incurred fringe benefit costs related to the Project will not be sourced from grant funds. Contractor fringe benefits are incorporated into contractor billing rates under the Contractual/Construction section of the proposed budget.

Travel

Travel costs related to the Project will not be sourced from grant funds. All City staff travel costs incurred over the duration of the Project will be absorbed by the City as normal operating costs. Contractor travel costs are incorporated into contractor costs under the Contractual/Construction section of the proposed budget. All reimbursable travel costs will be reimbursed at a rate consisted with federal allowance.

Construction contractors are anticipated to participate in weekly or bi-weekly in-person meetings with City of Banning Staff, including the Project Manager and Project Engineer. Construction contractors are anticipated to be local, and no mileage reimbursement, flights, car rentals, hotels, or per diem anticipated.

Travel expenses are incorporated into consultants' fee estimates, and any travel costs billed to the grant will be consistent with applicable state or federal rates.

Equipment

Equipment costs for the Project are incorporated into the Contractor costs under the Contractual/Construction section of the proposed budget.

Supplies and Materials

Supplies and materials costs for the Project are incorporated into the Contractor costs under the Contractual/Construction section of the proposed budget.

Contractual/Construction

As indicated in the Budget Table (**Table 19** on the previous page), the Project will include support from consultants and contractors. The Project's Phase I design consultant will be procured in Fall of 2024. Contractors to perform Project's Phase I construction activities have not yet been procured. Construction-related soft costs (Project Management, Construction Administration) have been estimated based on percentage methodology guideline outlined in the 2022 California Multi-Agency CIP Benchmarking Study shown in **Table 20** on the following page.

Task 1: CEQA and Permitting – It is assumed that the Project will require preparation of CEQA documentation by developing an Initial Study/Mitigated Negative Declaration (IS/MND), based on the Project footprint of less than 20 acres. At minimum, three technical studies are to be conducted to support the IS/MND:

1. Biological Resources report that allows for federal consultation with U.S. Fish & Wildlife under the Endangered Species Act

Table 20. Monetary Analysis

Type	Design [1,2]	Construction Management [1,2]	Total Project Delivery [1,2]	Median Total Construction Cost ($MM)	Number of Projects [3]
Municipal Facilities	21%	14%	35%	2.44	76
Parks	28%	21%	49%	1.14	60
Pipe Systems	18%	20%	38%	1.64	203
Streets	27%	26%	53%	1.62	174
Water/Wastewater Facilities	23%	22%	46%	2.11	71
All Types	**23%**	**21%**	**44%**	**1.60**	**584**

Key: TCC = Total Construction Cost, MM = million

Notes:
1. Project delivery percentages represent arithmetic averages of the individual projects and do not represent the results from the regression analyses.
2. Project delivery percentages vary from year to year based on the selection and the composition of the projects in the database.
3. Total excludes projects delivered by alternative delivery mechanisms such as design-build, on call construction services, job order contracting (JOC), and construction management at risk (CM@Risk). Projects delivered by alternative techniques are retained in the database but not analyzed. These projects are not included in the projects selected for analysis in the *Study*.

2. Cultural Resources report that allows for federal consultation with the State Historical Preservation Office under the National Historic Preservation Act
3. Air Quality Modeling report that allows for federal approvals under the Clean Air Act.

Compilation of a complete IS/MND that addresses the above-referenced federal laws and all other federal cross-cutters includes preparation of a public review draft, circulation and noticing, and preparation of a final IS/MND. Total CEQA costs are estimated at $180,000. Additional costs anticipated to be incurred by the City over the duration of this project include permitting fees totaling an estimated $120,000.

Task 2: Design – Phase 1 Design level of effort is estimated at 10% of the construction cost based on percentage methodology guideline outlined in the 2022 California Multi-Agency CIP Benchmarking Study. The activities for Phase 1 Design are shown in **Table 5** (*see Section 3.3 Proposed Scope of Work*).

Task 3: Construction – Phase I construction costs were estimated based on the American Association of Cost Engineers Class 4 guidelines utilizing various factors, such as market conditions, cost escalation, and construction level of difficulties. The cost estimate was developed based on the Feasibility Study level of details (as shown in Section 4.3, page 27, of **Appendix B**). The estimate will be validated after the receipt of the bid results during the contractors' procurement process. The estimated construction cost for the activities in Phase I is estimated at $70,490,400.

Task 4: Construction Administration

1. Phase 1 Construction Administration – Estimated at 10% of the construction cost based on percentage methodology guideline outlined in the 2022 California Multi-Agency CIP Benchmarking Study.
2. Environmental Monitoring and Support during Construction – Estimated at $100,000.

Environmental and Regulatory Compliance Costs

Costs incurred under this budget category have already been accounted for under Task 1 Permitting and Contractual/Construction.

Other Expenses

Additional costs incurred by the City include a contingency of 10% of the overall project cost.

Indirect costs

The City does not anticipate that the Project will require any indirect costs that will not otherwise be recovered or accounted for under other proposed budget categories.

6. ENVIRONMENTAL AND CULTURAL RESOURCES COMPLIANCE

The City does not anticipate that the Project will have significant impacts on endangered or threatened species, public health or safety, hydrology and water quality, regulated waters of the United States, or cultural resources. The City does not anticipate that the Project will have significant environmental effects as defined by State and Federal environmental laws. As such, the City will prepare a Negative Declaration to obtain CEQA coverage and expects that USBR will adopt a Finding of No Significant Impacts (FONSI) to obtain NEPA coverage for the Project. The City completed an Initial Study-Mitigated Negative Declaration (IS-MND) in October 2007. The 2007 IS-MND covered significant elements of the current proposed project. The findings of the 2007 IS-MND were either "Less Than Significant Impact" or "No Impact". The 2007 IS-MND provided a basis for the following Sections, but the City will conduct an IS-MND for the new proposed Project.

- **Will the proposed project impact the surrounding environment (e.g., soil [dust], air, water [quality and quantity], animal habitat)? Please briefly describe all earth-disturbing work and any work that will affect the air, water, or animal habitat in the project area. Please also explain the impacts of such work on the surrounding environment and any steps that could be taken to minimize the impacts.**

Air Quality:

Around 17 acres of excavation activities will be required for construction of the Project.

An air quality analysis will be completed as part of the CEQA analysis. Project construction will comply with local air quality requirements. Typical dust control measures, such as watering and reducing off-road vehicle speeds, will be employed. Project operations will be evaluated for consistency with the State greenhouse gas reduction targets found in AB 32 and SB 32. Emissions from operation of the proposed facilities are not expected to exceed applicable significant thresholds.

Biological Resources:

Construction of the project facilities is not expected to impact biological resources. Biological resources will be surveyed prior to design, and sensitive species and their habitats will be avoided in the project design. The Project is not expected to impact wetlands or waters of the U.S. as regulated by U.S. Army Corps of Engineers, RWQCB, and California Department of Fish and Wildlife. The Project will comply with the adopted Habitat Conservation Plans and Natural Community Conservation Plans.

Operations of the Project is not anticipated to affect biological resources, as all O&M activities will be constrained to the WWTP site. Operations will be sustainable and will have no impact on riparian and aquatic habitats.

Hydrological Impacts:

Hydrologic impacts, including erosion and siltation during construction of the proposed facilities would be minimized through compliance with existing regulations, including enrollment in an NPDES construction general permit, completion of a storm water pollution prevention plan, and implementation of required BMPs.

The City will characterize the RO brine discharge to evaporation beds to verify the quality of the solids before final disposal.

The proposed Project is not within the 100-year floodplain. During the design, this conclusion will be confirmed.

Noise:

Construction noise is considered a nuisance and is regulated by the City's Noise Ordinance. The majority of construction activities for the Project will be in the vicinity of the WWTP site which is located in an isolated part of the City. Construction equipment will be fitted with approved mufflers and other measures may be utilized to comply with the existing regulations.

The City will ensure all project components comply with mitigation measures identified to further reduce impacts. It is expected that impacts to hydrology and water quality as well as animal habitats would be less than significant with the incorporation of mitigation measures, while air quality impacts would be significant and unavoidable. As described above, a project-level air quality analysis will be conducted to determine air quality impacts resulting from the project. Mitigation measures will be incorporated as necessary to reduce impacts to the extent feasible.

- **Are you aware of any species listed or proposed to be listed as a Federal threatened or endangered species, or designated critical habitat in the project area? If so, would they be affected by any activities associated with the proposed project?**

The City is currently not aware of any species listed or proposed to be listed as a Federal threatened or endangered species nor any designated critical habitats in the project area. The Project will comply with the adopted Habitat Conservation Plans and Natural Community Conservation Plans. Operation of the Project is not anticipated to affect biological resources, as all O&M activities will be constrained to the WWTP site. The City will carry out all mitigation measures identified and required by the CEQA analysis to minimize impacts to special-status species and critical habitats. At the project-level, a biological resources assessment will be conducted to identify project activities that may further adversely affect special-status species. Such findings will be incorporated into the analysis to identify actions that minimize any additional impacts to special-status species or designated critical habitats to the extent feasible.

- **Are there wetlands or other surface waters inside the project boundaries that potentially fall under CWA jurisdiction as "Waters of the United States"? If so, please describe and estimate any impacts the proposed project may have.**

There are no wetlands or surface water inside the project boundaries that potentially fall under the CWA jurisdiction as "Waters of the United States", and therefore, no wetlands or surface water

will be impacted by the Project. All Project components will comply with applicable permitting requirements if impacts to jurisdictional waters are to occur.

- **When was the water delivery system constructed?**

The initial water system was developed in the early 1900's and has continued until today.

- **Will the proposed project result in any modification of or effects to, individual features of an irrigation system (e.g., headgates, canals, or flumes)? If so, state when those features were constructed and describe the nature and timing of any extensive alterations or modifications to those features completed previously.**

The Project will not result in any modification to the individual features of an irrigation system, e.g., headgates, canals, or flumes.

- **Are any buildings, structures, or features in the irrigation district listed or eligible for listing on the National Register of Historic Places? A cultural resources specialist at your local Reclamation office or the State Historic Preservation Office can assist in answering this question.**

No buildings, structures, or features located within the Project area are listed or eligible for listing on the National Register of Historic Places. The City does not anticipate the Project will have any adverse effects on historic properties.

- **Are there any known archeological sites in the proposed project area?**

There are currently no known archeological sites within the Project area. However, because the project includes excavation, there is the potential that the Project may impact archaeological resources. A Phase 1 Archeological Resources Assessment will be conducted at the project-level. A Phase 2 Archeological Resources Assessment will be conducted if resources are identified during the Phase 1 assessment. Based on findings from the Phase 1 and 2 assessments, mitigation measures will be identified in the CEQA/NEPA analysis to reduce impacts to archeological resources.

Cultural resources will be surveyed prior to design and the Project will be designed to avoid any potential identified cultural sites. Onsite construction monitoring mitigation may be necessary to ensure that discovery of any previously unidentified archeological resources is handled appropriately. The City will comply with California Assembly Bill 52 regarding formal consultation with Native American tribes about the proposed Project. Archeological sensitivity training for construction personnel and the presence of a qualified archeological monitor to supervise all excavations activities will be included as a mitigation measure. The archaeologist will have the authority to temporarily halt or redirect ground-disturbing activity, if necessary.

- **Will the proposed project have a disproportionately high and adverse effect on low income or minority populations?**

The Project activities are not anticipated to have a disproportionately high or adverse effect on low income or minority populations. The Project components will directly increase the amount of available recycled water to the City and will, therefore, provide benefits to all City customers within its service area. Benefits realized by all City of Banning customers include improved recycled water supply reliability.

- **Will the proposed project limit access to, and ceremonial use of, Indian sacred sites or result in other impacts on Tribal lands?**

The implementation of the Project does not anticipate any impacts to sacred sites or tribal lands. However, to comply with California Assembly Bill 52 regarding formal consultation with Native American tribes about the proposed Project, the City will implement additional mitigation in the CEQA/NEPA analysis to minimize potential impacts to sacred sites or tribal lands, as needed.

- **Will the proposed project contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area?**

It is not anticipated that Project activities will contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species. The Project activities will take place primarily in disturbed, developed, and ornamental plant-covered areas and will not disturb native vegetated communities. Therefore, it is unlikely that the Project implementation will cause the introduction of non-native invasive species within and surrounding the project area.

7. REQUIRED PERMITS OR APPROVALS

Permits and approvals required for the completion of the Project components are listed below. Although this table includes all permits known to be required for this project, additional permit requirements may be identified during project-level CEQA and NEPA efforts, as well as design progress. All required permits and approvals will be obtained prior to beginning construction.

1. State Water Resources Control Board Division of Drinking Water (DDW) Title 22 Engineering Permit which will support Phase I of the project.
2. Regional Water Quality Control Board – Colorado River Basin General Permit (combining Non-Discharge National Pollutant Discharge Elimination System [NPDES], Waste Discharge Requirement [WDR], and Waste Recharge Requirements [WRR])
3. RWQCB Notice of Intent (NOI)
4. RWQCB Notice of Applicability (NOA)
5. DDW – Recycled Water Customer Conversion Approval
6. Air Quality Management District (AQMD)
7. CEQA (IS-MND)

A Title 22 Engineering Report is required to be submitted for approval by DDW for meeting water quality requirements of the treated recycled water and groundwater recharge requirements. After the WWTP's design documents are finalized, the City will submit the necessary reports, analyses, and applications to obtain required permits from the RWQCB. As mentioned in Section 6, the City will prepare a Negative Declaration to obtain CEQA coverage for the Project in parallel with Project design.

8. OVERLAP OR DUPLICATION OF EFFORT STATEMENT

There is no overlap between the Project and any other active or anticipated proposals or projects in terms of activities, costs, or commitment of key personnel. The proposal submitted for consideration under this program does not in any way duplicate any proposal or project that has been or will be submitted for funding consideration to any other potential funding source.

9. CONFLICT OF INTEREST DISCLOSURE STATEMENT

There are no actual or potential conflicts of interest that exist at the time of submission.

10. UNIFORM AUDIT REPORTING STATEMENT

The City of Banning will submit a Single Audit report for FY 2023, prior to the grant award.

11. SF-LLL: DISCLOSURE OF LOBBYING ACTIVITIES

This section is not applicable to the City of Banning's Project, as the City has not made or agreed to make payments to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action.

12. LETTERS OF SUPPORT

The City has received letters of support for the Project from the following organizations:

- Rosilicie Ochoa Bogh, United States Senator
- Laphonza Butler, United States Senator
- Raul Ruiz, United States House Representative
- Yxstian Gutierrez, District 5 Commissioner of the County of Riverside
- Paula Rasmussen, Executive Officer, Colorado River Basin RWQCB

Copies of these letters are provided as **Appendix C** of this application.

13. OFFICIAL RESOLUTION

The official resolution was not able to be brought to City Council before the application due date due to the short window of time between the NOFO release and the application due date, the timing of the City Council meetings (twice a month but once a month during November, December and January), and the requirement to have documents submitted in advance of City Council meetings. Per Section D.2.2.11 of the NOFO, the official resolution may be submitted prior to the award date, if an applicant is selected, after the application deadline. The draft resolution in **Appendix D** will be brought to City Council on January 23, 2024 so that the signed Resolution can be submitted.

14. LETTERS OF FUNDING COMMITMENT

The third-party cost share currently is not anticipated for the Project.

15. RFERENCES

Carollo Engineers, Inc. 2*018 Integrated Master Plan*. March 2018.

City of Banning Water/Wastewater Utilities Department. *Initial Study/Mitigated Negative Declaration*. October 2007.

Stantec Consulting, Inc., et al. *California Multi-Agency CIP Benchmarking Study*. December 2022.

West Yost & Associates Engineering, Inc. and John Robinson Consulting, Inc. *2020 Urban Water Management*. June 2021.

Woodward & Curran, Inc. *San Gorgonio Region Recycled Water Study*. February 2018.

Appendix A – Signed Executive Memorandum

United States Department of the Interior

BUREAU OF RECLAMATION
Southern California Area Office
27226 Via Industria, Suite A
Temecula, CA 92590

IN REPLY REFER TO:
SCAO-5000
4.4.15

VIA ELECTRONIC MAIL ONLY

Mr. Arturo Vela, P.E.
Director of Public Works
City of Banning
99 East Ramsey Street
Banning, CA 92220

Subject: City of Banning: Wastewater Treatment Plant and Recycled Water Upgrades Feasibility Study

Dear Mr. Vela:

The City of Banning has submitted the subject feasibility study to the Southern California Area Office for review under the Title XVI program. The documentation appears to contain the required information, and Reclamation will now initiate the review, which will be completed in accordance with the process and criteria that are included in the Reclamation Manual Directives and Standards (D&S), *Title XVI Water Reclamation and Reuse Program and Desalination Construction Program Feasibility Study Review Process (WTR 11-01)*. A team will be established to review the documentation. It will consist of three Reclamation employees who will review the documentation independently, then conference to discuss, to identify any missing items, and to agree on any questions that need to be answered. We will contact you with any questions or requests for additional information.

The D&S require that our initial review be completed within 90 days of receipt of a complete package. The complete study was received on November 21, 2023, therefore February 19, 2024, is established as our required completion date.

Should you have questions, please contact Mr. Alex Soubannarath, Title XVI coordinator at 951-695-5310 or vsoubannarath@usbr.gov. Individuals in the United States, who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunication relay services.

Sincerely,

JOHN SIMES Digitally signed by JOHN SIMES Date: 2023.11.28 09:51:59 -08'00'

John E. Simes, Jr.
Area Manager

Appendix B – Feasibility Study (Appendices not included)

Appendix C – Letters of Support

CAPITOL OFFICE
1021 O STREET
SUITE 7220
SACRAMENTO, CA 95814
(916) 651-4023

DISTRICT OFFICE
1758 ORANGE TREE LANE
SUITE B
REDLANDS, CA 92374
(909) 335-0271

SENATOR.OCHOABOGH@SENATE.CA.GOV

WWW.SENATE.CA.GOV/OCHOABOGH

California State Senate

SENATOR
ROSILICIE OCHOA BOGH
TWENTY-THIRD SENATE DISTRICT

COMMITTEES
BUDGET
EDUCATION
VICE CHAIR
GOVERNMENTAL ORGANIZATION
HOUSING
VICE CHAIR
HUMAN SERVICES
VICE CHAIR
PUBLIC SAFETY
VICE CHAIR
RULES

December 6, 2023

Ms. Camille Touton
Commissioner
Bureau of Reclamation
1849 C Street NW
Washington, D.C. 20240-0001

RE: Support for the City of Banning's Application for its Wastewater Treatment Plant and Recycled Water Upgrades Project

Dear Commissioner Touton:

I write in support of the City of Banning, a Disadvantaged Community, and its application for funding from the WaterSMART grant program for Water Reclamation and Reuse Projects, administered through the United States Bureau of Reclamation.

The City of Banning is requesting funding for its Wastewater Treatment Plant and Recycled Water Upgrades Project, which would produce recycled water for irrigation customers and reduce the City's reliance on imported water. Upgrading the treatment plant will go a long way to help increase the City's water supply independence and protect the integrity of the local groundwater sources that the City relies on.

If awarded funding, the City will implement a Membrane Bioreactor, chlorine disinfection, and two-stage reverse osmosis system at the Wastewater Treatment Plant to produce tertiary disinfected recycled water. This supply of recycled water will improve the reliability of local water supplies, decrease dependence on outside water sources, and ensure that the City of Banning is better prepared for future water supply challenges.

For these reasons, I fully support the City of Banning's application. If you have any questions, please do not hesitate to contact my District Office at (909) 335-0271.

Sincerely,



ROSILICIE OCHOA BOGH
Senator, 23rd District

U.S. SENATOR LAPHONZA BUTLER
CALIFORNIA

COMMITTEE ON THE JUDICIARY
- CHAIR, SUBCOMMITTEE ON THE CONSTITUTION
COMMITTEE ON BANKING, HOUSING, AND URBAN AFFAIRS
COMMITTEE ON HOMELAND SECURITY AND
GOVERNMENTAL AFFAIRS
COMMITTEE ON RULES AND ADMINISTRATION

United States Senate

December 6, 2023

The Honorable Camille Touton
Commissioner
Bureau of Reclamation
1849 C Street, N.W.
Washington, D.C. 20240

Dear Commissioner Touton,

I write in support of the City of Banning's application for funding from the WaterSMART Grant Program: Title XVI WIIN Act Water Reclamation and Reuse Projects, administered by the Bureau of Reclamation, U.S. Department of Interior.

The City of Banning is requesting funding for its Wastewater Treatment Plant and Recycled Water Upgrades project. Home to approximately 29,500 residents, the City of Banning is situated in the San Gorgonio Pass region of Riverside County and is identified as a disadvantaged community by the Council for Environmental Quality's Climate and Economic Justice Screening Tool. The city's wastewater treatment plant currently provides for the collection, treatment, and disposal of municipal sewage.

If awarded, this grant would enable the City of Banning to make upgrades to its existing wastewater treatment plant to produce recycled water for irrigation customers, thereby reducing reliance on imported water. Specifically, the project would implement a Membrane Bioreactor, chlorine disinfection, and a two-stage reverse osmosis system at the wastewater treatment plant to produce tertiary disinfected recycled water. These improvements would improve the reliability of local water supplies and decrease dependence on imported water resources, ensuring that the disadvantaged residents of Banning and the greater Inland Empire region are better prepared for future water supply challenges.

I urge you to give the City of Banning's application every consideration. Please keep my office informed of the status of this request, and if I can be of further assistance, please do not hesitate to contact my Los Angeles office at (310) 914-7300.

Sincerely,

Laphonza Butler
United States Senator

RAUL RUIZ, M.D.
Member of Congress
25th District of California

Congress of the United States
House of Representatives
Washington, DC 20515-3605

Washington, D.C. Office:
2342 Rayburn House
Office Building
Washington, D.C. 20515
Phone: 202-225-5330

November 29, 2023

The Honorable Camille Calimlim Touton
Commissioner
U.S. Bureau of Reclamation
1849 C Street NW
Washington, D.C. 20240

Dear Commissioner Touton:

I write in support of the City of Banning and their application for WaterSMART Water Reclamation and Reuse Projects grant funding administered through the United States Bureau of Reclamation. If awarded, this funding would upgrade the city's treatment plant and help to increase the city's water supply independence in Banning, California.

The City of Banning's Wastewater Treatment Plant and Recycled Water Upgrades Project would enable the city to produce recycled water for irrigation customers, thereby reducing its reliance on imported water. The grant funding would also allow the city to implement a membrane bioreactor, chlorine disinfection, and two-stage reverse osmosis system at the Wastewater Treatment Plant to produce tertiary disinfected recycled water. This increased water supply will benefit my constituents while promoting resiliency against future droughts that may affect Southern California.

As the Representative of California's 25th Congressional District, I understand the impact that the City of Banning's water recycling projects and water supply independence would have on the lives of the individuals I serve and represent. Efforts to reclaim water, like the innovative recycled water projects that the City of Banning proposes, would improve the reliability of local water supplies, decrease dependence on imported water sources, and ensure that the City of Banning is better prepared for future water supply challenges. Addressing drought impacts and working towards alternative sources of water are essential to fortifying the region's water infrastructure to withstand the increasingly evident effects of climate change.

The City of Banning is a disadvantaged community in my district. The city is home to over 30,000 individuals and in desperate need of environmentally responsible ways to increase water supply independence as the demand grows greater. For this reason, I believe the city has the

capacity to successfully implement the Wastewater Treatment Plant and Recycled Water Upgrades Project, and I urge full and fair consideration, consistent with all relevant program rules and regulations. If you have any additional questions, please feel free to contact my Washington, D.C. office at (202) 225-5330.

Sincerely,



Raul Ruiz, M.D.
Member of Congress

County of Riverside

District Office:
14375 Nason St. Suite 207
Moreno Valley, CA 92555
(951) 955-1050 Fax (951) 486-5808
Jaime Hurtado, Chief of Staff

Riverside Office
4080 Lemon St. 5th Floor
Riverside, CA 92501
E- Mail: District5@rivco.org
www.rivcodistrict5.org

Supervisor Yxstian Gutierrez
Fifth District

November 28, 2023

The Honorable Camille Touton
Commissioner
Bureau of Reclamation 1849 C Street NW
Washington DC 20240-0001

Re: Support for the City of Banning's Application for its Wastewater Treatment Plant and Recycled Water Upgrades Project

Dear Commissioner Touton:

I am writing in support of the City of Banning, a Disadvantaged Community located in Riverside County, and application to the U.S. Department of the Interior (DOI)'s WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects (Funding Opportunity Announcement [FOA] No. R23AS00464). Through the Wastewater Treatment Plant and Recycled Water Upgrades Project (Project), the City will upgrade its Wastewater Treatment Plant to produce tertiary disinfected recycled water for the purpose of serving Banning irrigation customers.

Funding for the City's recycled water project would ensure a drought-proof non-potable water supply for Banning's customers. As you are aware, Southern California faces many water supply challenges due to droughts, climate change, population growth, as well as legal and environmental constraints. For this reason, it is imperative that agencies such as the City of Banning implement programs that ensure water supply reliability for the region and prepare for drought.

The City of Banning's project will produce around 4,035 acre-feet/year of sustainable supplies to the City's recycled water supply portfolio. These supplies will reduce the need to rely on imported water supplies and will make lasting changes to help Banning (and the state as a whole) better prepare for future water supply challenges.

For these reasons, I support the City of Banning's application for WaterSMART Water Relclamation and Reuse funding and request your favorable consideration of the project. If you have any questions, please do not hesitate to contact my office at (951) 955-1050 or District5@Rivco.org.

Sincerely,

Yxstian Gutierrez

Yxstian Gutierrez
District 5 Supervisor

December 6, 2023

The Honorable Camille Touton
Commissioner
US Bureau of Reclamation 1849 C Street NW
Washington DC 20240-0001

SUBJECT: LETTER OF SUPPORT FOR THE CITY OF BANNING

FACILITY: CITY OF BANNING WASTEWATER TREATMENT PLANT, PROJECT WATERSMART: WATER RECLAMATION AND REUSE PROJECTS, RIVERSIDE COUNTY, CALIFORNIA

Dear Commissioner Touton,

The California Regional Water Quality Control Board, Colorado River Basin Region (Regional Water Board), is the public agency with primary responsibility for the protection of ground and surface water quality for all beneficial uses within Imperial County as well as portions of Riverside, San Diego, and San Bernardino County, including the referenced property above.

The Regional Water Board has reviewed the City of Banning's Wastewater Treatment Plant (Facility) and Recycled Water Upgrades Feasibility Study (Project) dated November 7, 2023, which was prepared to support a grant application to the United States Department of the Interior (DOI)'s WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects[1].

The Project evaluates the feasibility of upgrading the Facility to tertiary[2] disinfected recycled water standards for non-potable reuse. By implementing non-potable reuse (near term) and indirect potable reuse (long term) components of the project, the City of Banning proposes to increase the supply and usage of locally sourced non-potable water by an estimated 4,035 acre-feet per year (AFY)[3].

[1] Funding Opportunity Announcement (FOA) No. R23AS00464.
[2] The existing Facility consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use) and evaporation/percolation ponds.
[3] Equivalent to 3.6 million gallons per day.

The Regional Water Board supports the City of Banning's application for funding to evaluate the feasibility of the upgrades required to take the facility to tertiary disinfected recycled water standards for non-potable reuse.

If you have any questions concerning this matter, please contact the Land Disposal Unit Chief, Jose Cortez at (760) 776-8963 (Jose.Cortez@waterboards.ca.gov).

Sincerely,

Paula Rasmussen
Executive Officer
Colorado River Basin
Regional Water Quality Control Board

AG/jc

cc: (Via email)
Arturo Vela, City of Banning (avela@banningca.gov)
Perry Gerdes, City of Banning (pgerdes@banningca.gov)

File: 7A330100015, City of Banning WWTP, Order R7-2016-0015

Appendix D – Authorizing Resolution

RESOLUTION 2024-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE SUBMITTAL OF A WATERSMART: TITLE XVI WIIN ACT WATER RECLAMATION AND REUSE PROJECTS FOR FISCAL YEARS 2023 AND 2024 AND AUTHORIZING THE CITY MANAGER OR DESIGNEE TO SIGN AND SUBMIT ALL REQUIRED DOCUMENTS RELATED TO THE PLANNING, DESIGN AND CONSTRUCTION GRANT APPLICATION

WHEREAS, the United States Bureau of Reclamation (USBR) is soliciting applications for authorized projects for WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00464; and

WHEREAS, the United States Bureau of Reclamation (USBR) is soliciting applications for authorized projects for WaterSMART: Title XVI Congressionally Authorized Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00463; and

WHEREAS, the City of Banning will be upgrading its Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, to reduce City's reliance on imported water and to keep groundwater recharge within the City's wells; and

WHEREAS, the City desires to improve the WWTP in order to treat its wastewater and produce recycled water; and

WHEREAS, the City of Banning is seeking grant funding to further fund the design/build construction of the Project; and

WHEREAS, the City of Banning is preparing a grant application under this Program for Fiscal Years 2023 and 2024 with an application due date of December 7, 2023; and

WHEREAS, USBR has directed applicants to include in its application an official resolution adopted by the applicant's board of directors or governing body verifying 1) the identity of the official with legal authority to enter into an agreement, 2) the board of directors, governing body, or appropriate official who has reviewed and supports the application submitted, 3) the capability of the applicant to provide the amount of funding and/or in-kind contributions specified in the funding plan, and 4) that the applicant will work with Reclamation to meet established deadlines for entering into a grant or cooperative agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council has reviewed and supports the application for USBR Funding Opportunities R23AS00464 and R23AS00464 to be submitted by the 7th day of December, 2023.

SECTION 2. The City of Banning is able to provide the minimum 75% funding match specified in the funding plan for both applications.

SECTION 3. The City Manager, or his designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such applications, and execute grant agreements with the USBR in association with this application process. The City of Banning will work with the USBR to meet established deadlines required for entering into a cooperative agreement to obtain the aforementioned grant funding.

SECTION 4. The City Council hereby authorizes the City Manager, or his designee, to sign and file a Financial Assistance Application for grant agreement from USBR WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00464, and WaterSMART: Title XVI Congressionally Authorized Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00463 and for and on behalf of the City.

SECTION 5. The City Manager, or his designee, is authorized to represent the City in carrying out the City's responsibilities under the grants agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

SECTION 6. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Financial Assistance Application for grant agreement from USBR.

SECTION 7. The City Manager's designee shall be the Director of Public Works.

SECTION 8. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of January 2024

/

_____
Alberto Sanchez, Mayor
City of Banning

ATTEST:

_____
Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND 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-XX, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of January 2024 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

City of Banning

Wastewater Treatment Plant and Recycled Water Upgrades Feasibility Study (Revision 1)

January 5, 2024



N2W Engineering, Inc.
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T 714.716.1711
info@n2weng.com

Prepared by: Iris Jimenez and Jamal Awad

Reviewed by: James Wang



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List of Abbreviations

ADD – average day demand
AFY – acre-feet per year
BMP – best management practice
BMZ – Beaumont Management Zone
CEQA – California Environmental Quality Act
CIP – capital improvement plan
CWSRF – Clean Water State Revolving Fund
DDW – State Water Resources Control Board, Division of Drinking Water
DWR – California Department of Water Resources
ETo – evapotranspiration
FONSI – Finding of No Significant Impacts
gpm – gallons per day
GSAs – Groundwater Sustainability Agencies
GSPs – Groundwater Sustainability Plans
IS-MND – Initial Study-Mitigated Negative Declaration
MBR – membrane bioreactor
MCL – maximum contaminant level
MGD – million gallons per day
MWC – Banning Heights Mutual Water Company
NEPA – National Environmental Policy Act
NTU – nephelometric turbidity unit
O&M – operation and maintenance
RO – reverse osmosis
RWQCB—Colorado River Basin Regional Water Quality Control Board
SGMA – Sustainable Groundwater Management Act
SGPWA – San Gorgonio Pass Water Agency
STMZ – San Timoteo Management Zone
SWP – California State Water Project
SWRCB – State Water Resources Control Board
TDS – total dissolved solids
TN – total Nitrogen
US EPA – United States Environmental Protection Agency
UVAOP – ultraviolet advanced oxidation
WDRs – waste discharge requirements
WIFIA – Water Infrastructure Finance Innovation Act
WWTP – City of Banning Wastewater Treatment Plant

EXECUTIVE SUMMARY

The City of Banning (City) has prepared this feasibility study to support a grant application for WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00464. This study evaluates the feasibility of upgrading the City's Wastewater Treatment Plant (WWTP) to tertiary disinfected recycled water standards for non-potable reuse under the terms of the U.S. Bureau of Reclamation (USBR) Water Reclamation and Reuse (Title XVI) program. This study is structured to follow the Bureau of Reclamation Manual, Directives and Standards, "WTR 11-01."

The existing WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and evaporation/percolation ponds. The WWTP effluent is currently in compliance with discharge requirements, but it requires significant upgrades to comply with impending water quality discharge limits by the Regional Water Quality Control Board (RWQCB). In addition, the Trickling Filters, which perform secondary treatment, have reached their end of life. WWTP effluent discharges to percolation ponds that recharge into the Cabazon Groundwater Basin but is not entirely extracted by Banning - the percolated water flows to other water agencies located downgradient.

The proposed Wastewater Treatment Plant and Recycled Water Upgrades Project (Project) evaluated by this study consists of three phases: I) upgrading the existing WWTP to recycled water standards and building pipelines to connect the WWTP to customers currently using ground water from non-potable wells, II) building pipelines to connect the WWTP to the future recycled water customers, and III) building pipelines to connect the WWTP to a groundwater recharge basin upgradient of the Cabazon storage unit. Phase I will be implemented in the near term, and Phases II and III will be implemented in the long-term. Phases II and III are not included in this Feasibility Study for clarity. The City has only requested funding for Phase I in the WaterSMART funding application but will seek additional funding for Phases II and III in the future and will provide an updated Feasibility Study at that time.

Currently, there are no non-potable recycled water uses that have been implemented in the City. By implementing both project components, non-potable reuse and indirect potable reuse, the supply and usage of locally sourced non-potable water supply will increase by an estimated 4,035 AFY (3.6 MGD) of recycled water.

The City relies upon purchasing water from the San Gorgonio Pass Water Agency (SGPWA) for groundwater recharge. The increased supply of local non-potable water supplies produced from this Project would decrease demands on the SGPWA, and on its supplier, the California State Water Project, thereby reducing diversions from natural watercourses in the Sacramento-San Joaquin Delta. The Project also provides non-quantifiable benefits including improving non-potable water supply reliability and drought resiliency.

1. INTRODUCTION

1.1 Prelude

The proposed Wastewater Treatment Plant and Recycled Water Upgrades Project (Project) is the subject of this feasibility study, which supports a grant application for WaterSMART: Title XVI WIIN Act Water Reclamation and Reuse Projects for Fiscal Years 2023 and 2024 per Funding Opportunity Announcement No. R23AS00464. This study is structured to follow the Bureau of Reclamation Manual, Directives and Standards, "WTR11-01," which was intended for reclamation projects. The purpose is to evaluate Project feasibility under the terms of the U.S. Bureau of Reclamation (USBR) Water Reclamation and Reuse (Title XVI) program.

The Project evaluated by this study involves upgrading the existing Wastewater Treatment Plant (WWTP) at the City of Banning (City) to Title 22 standards for recycled water use.

At this time, effluent from the WWTP meets the effluent water quality discharge requirements. However, the WWTP will not be able to meet the impending discharge limits proposed by the Colorado River Basin Regional Water Quality Control Boad (RWQCB). In addition, many treatment facilities at the plant have reached the end of their useful life. WWTP effluent is currently discharged to percolation ponds that recharge into the Cabazon Groundwater Basin but is not entirely extracted by Banning - the percolated water flows to other water agencies located downgradient.

By replacing existing equipment with new facilities that can treat the water to tertiary disinfected recycled water standards, the WWTP effluent can be used to meet current and future non-potable water demands in the City. This allows the City to both meet the impending RWQCB requirements as well as benefit from their WWTP effluent. These benefits include reducing the City's reliance on imported water and improving the reliability of groundwater for drinking water purposes. Since the City is considered a Disadvantaged Community, a reliable local supply of water will also support City growth and economic development, which are dependent on the availability of water supplies.

1.2 Non-Federal Project Sponsor

The City of Banning is serving as the non-federal project sponsor. The City was incorporated as a Charter City in 1913, pursuant to the California Constitution Article XI and the California Government Code and is governed by an elected five-member council. It is a full-service city, providing water and wastewater services through its Water and Wastewater Utilities Department, under the purview of the City Council.

1.3 Study Area and Project Map

The City of Banning is in the northwestern portion of Riverside County, approximately 25 miles east of downtown Riverside and approximately 30 miles west of the City of Palm Springs. The City

is bounded by the San Bernardino Mountains to the north; Cherry Valley to the northwest; the City of Beaumont to the west and southwest; unincorporated County area to the south; the San Jacinto Mountains to the southeast; and the Morongo Band of Mission Indians and unincorporated community of Cabazon to the east. The City's total land area is 14,848 acres or 23.2 square miles. See Figure 1 on the following page for a map of the City boundaries.

The City's water service area comprises 100 percent of the population residing within the City limits, and a small unincorporated area of Riverside County. The City's Water Service Area comprises about 16,908 acres or 26.4 square miles.

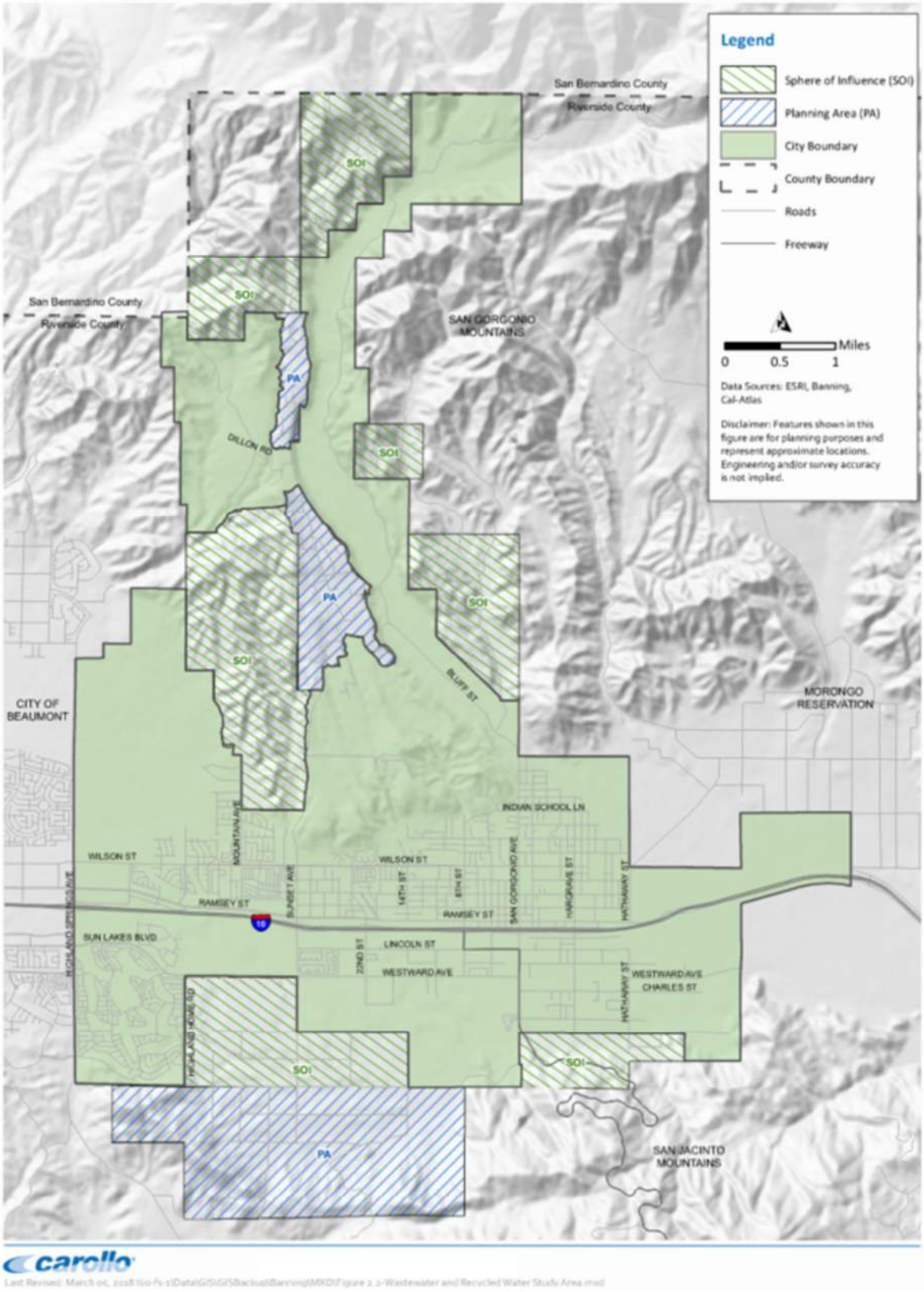
The City is a retail agency and within the San Gorgonio Pass Subbasin portion of the Coachella Valley Groundwater Basin. The City is a member of the San Gorgonio Pass Regional Water Alliance (Alliance). The Alliance was created to identify challenges in water supply and water quality in the region and to improve coordination and communication among local, state, and federal governments and water purveyors and other water resource stakeholders in the San Gorgonio Pass region.

Since 2015, the City has participated in the following two additional agreements:

1. San Gorgonio Integrated Regional Water Management Group, which includes: City of Banning, Banning Heights Mutual Water Company, Cabazon Water District, High Valleys Water District, Riverside County Flood Control and Water Conservation District (CFCWCD), and the San Gorgonio Pass Water Agency.
2. San Gorgonio Pass Subbasin Groundwater Sustainability Agency, which includes: the Desert Water Agency, Banning Heights Mutual Water District, Cabazon Water District, Mission Springs Water District, San Gorgonio Pass Water Agency and the City of Banning.
3. San Timoteo Groundwater Sustainability Agency, which includes: City of Banning, Beaumont-Cherry Valley Water District, City of Redlands, Yucaipa Valley Water District, San Gorgonio Pass Water Agency.

The City participates in the Beaumont Management Zone (BMZ) Maximum Benefits Program, which is under the oversight of the RWQCB and is intended to ensure the long-term sustainability of water quality in the BMZ. Yucaipa Valley Water District, Beaumont Cherry Valley Water District, and City of Beaumont also participate in the program.

Figure 1. City of Banning Project Map (courtesy of 2018 Integrated Master Plan (2018 IMP))



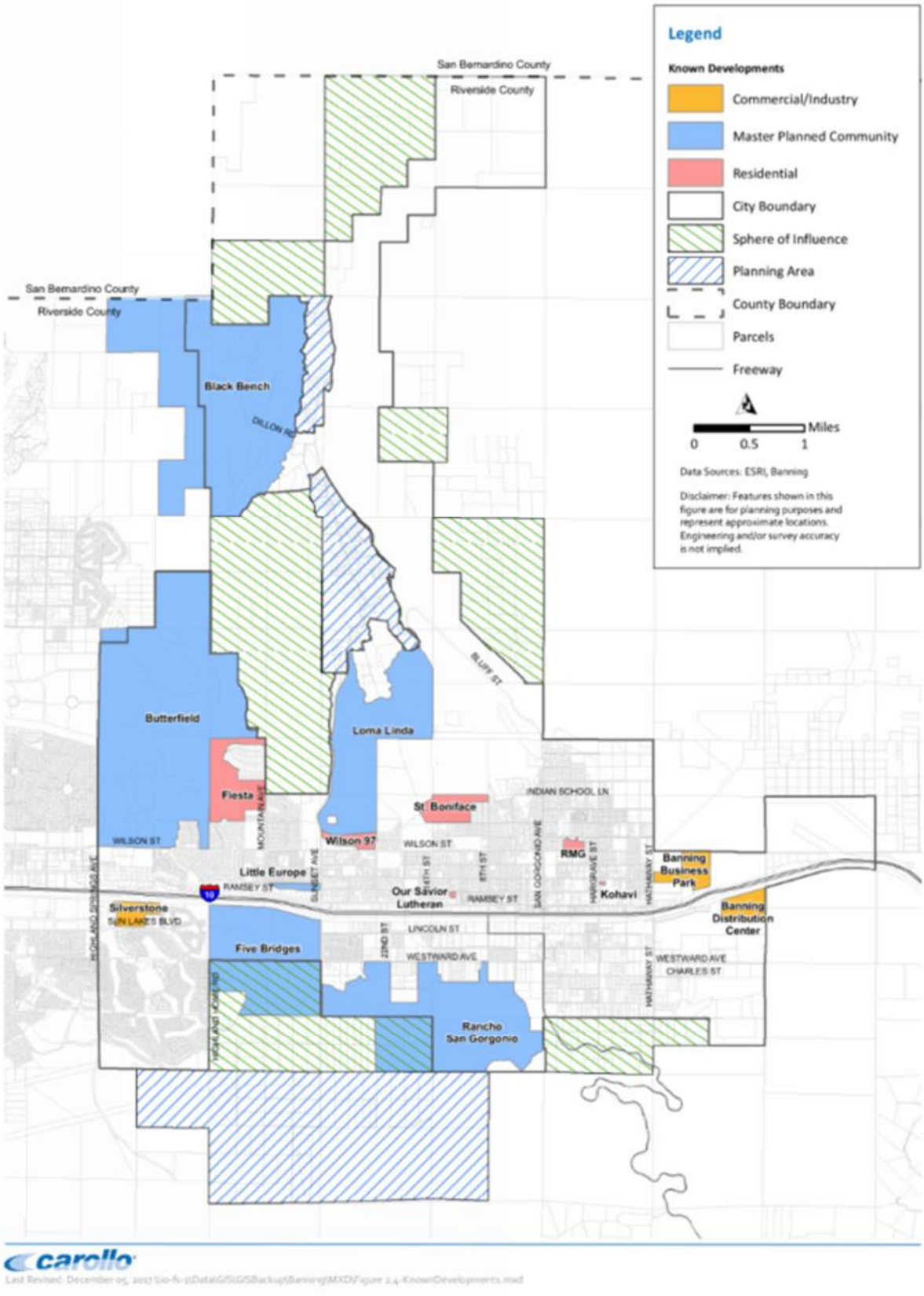
1.3.1 Land Use

The City includes a mixture of residential uses and equestrian estates, combined with more recently planned residential housing developments. The community focal point is an extended commercial downtown stretching along Ramsey Street. Ramsey Street largely parallels Interstate 10; consequently, one can find almost any type of restaurant, bank, or service station here - a wider variety than one would expect in a city of this size. Table 1 provides some basic statistics on current land use and economy for the County of Riverside and the City. Figure 2 on the following page shows the City's known developments, which includes the agricultural, open space, and community areas.

Table 1. Current Land Use & Economic Statistics for Riverside County and City of Banning Land

Item	Riverside County	Banning
Land Area (sq. miles)	7,206 sq. miles	23 sq. miles
Land Area (acres)	4,611,840 acres	14,720 acres
Agricultural Land	263,796 acres	1,200 acres
Developed Land	165,151 acres	428 acres
Population	2,470,546	31,125
Housing Units	857,148	10,991
Median Home Price	$350,100	$234,900
Owner Occupancy Rate	66.3%	65.9%
Employed (16yrs +)	59.7%	44.5%
Median Household Income	$67,005	$42,274
Percent in Poverty	11.3%	20.6%
Manufacturing	$15.1 Billion	$72.8 Million
Agriculture/Crops	$3.9 Billion	N/A
Retail & Wholesale Sales	$43.8 Billion	$248.7 Million

Figure 2. City of Banning – Known Developments (courtesy of 2018 IMP)



1.3.2 Climate

The City is located within the San Gorgonio Pass, which is a transitional zone where coastal climates transition to desert, resulting in significantly differing landscape and geology. The climate can best be characterized by hot, dry summers and short, mild winters. The region receives an average annual rainfall of approximately 19.7 inches, most of which takes place between December and March. Evapotranspiration (ETo) in the area ranges from 7.88 inches in July to 1.94 inches in December.

As the State of California and the Riverside County region has undergone a several-year drought, rainfall has been much lower in the City. Recent ETo and rainfall for the City is listed in Table 2.

Table 2. Recent Climate Characteristics (2022 – 2023)
CIMIS Station 239 (Hemet)
(cimis.water.ca.gov)

Month	Rainfall (in.)	Eto (in.)
Mar (2022)	0.69	2.30
Apr (2022)	0.27	3.15
May (2022)	0.00	4.21
Jun (2022)	0.02	6.14
Jul (2022)	0.00	7.89
Aug (2022)	0.00	7.70
Sep (2022)	0.17	9.16
Oct (2022)	0.25	8.34
Nov (2022)	1.77	6.47
Dec (2022)	1.18	4.65
Jan (2023)	0.91	2.87
Feb (2023)	0.69	2.13
Totals	**5.95**	**65.01**

1.3.3 Population

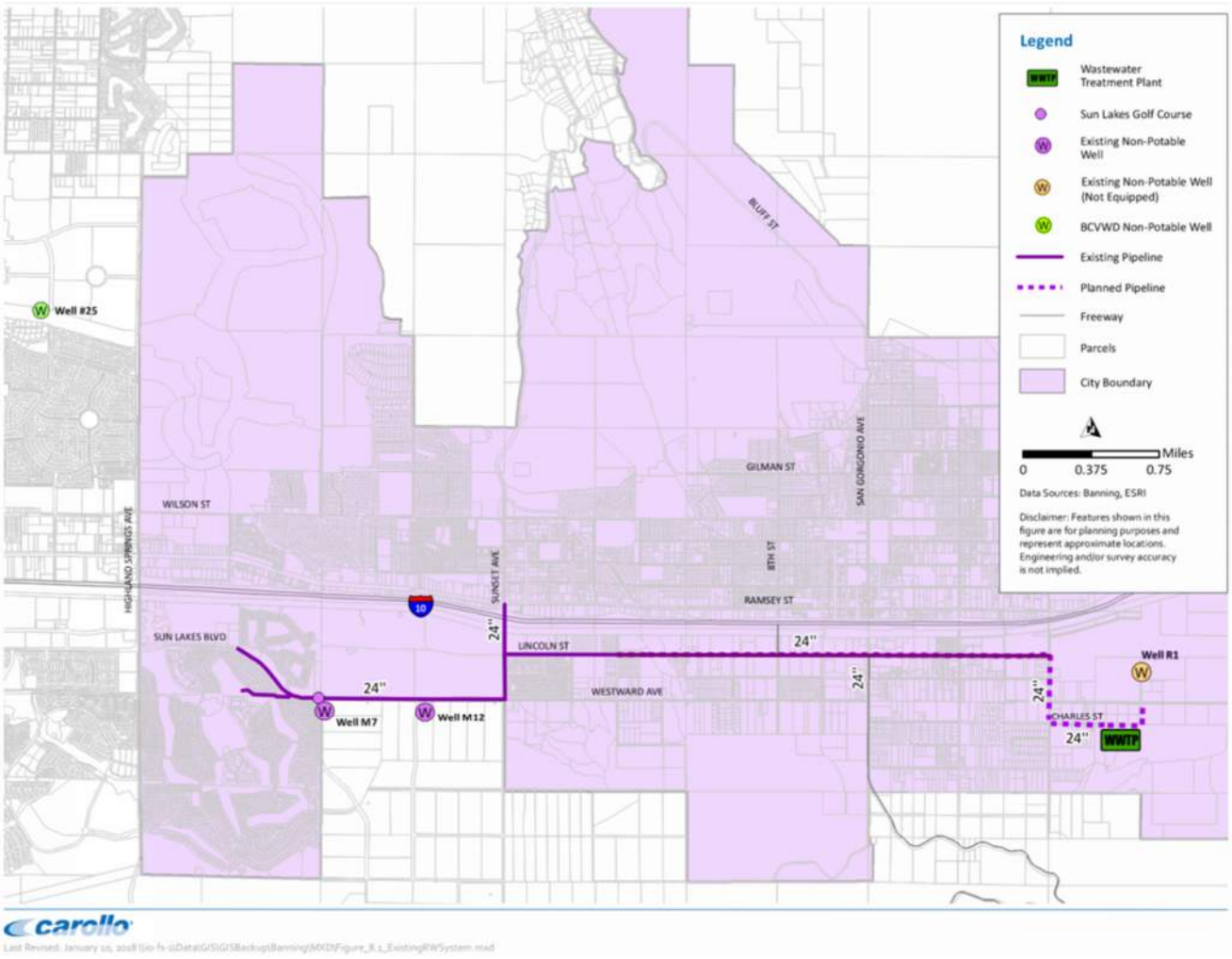
According to the 2020 Census Data, the resident population of the City is 29,528, and estimated to be 30,273 as of July 1, 2021. Since the City's water service area comprises 100 percent of the population residing within the City limits, the total current resident population served by the City's water system is approximately 31,125 persons, including those outside City limits. The City is currently experiencing a peak population, based on State of California Department of Finance estimates. Since the City is a commercial and government-services center for the region, daytime population increases demand for potable water beyond the City's resident population.

1.4 Reclaimed Water Area

There are no non-potable reclaimed water uses that have been implemented in Banning.

Currently, the City's existing non-potable water system delivers water from a non-potable groundwater well, Well M7, to Sun Lakes Country Club for irrigation use. The City has begun constructing a 24-inch diameter pipeline to connect the existing non-potable water pipe to the WWTP. The backbone pipeline is expected to be completed, tested, and accepted by the end of 2023. Once reclaimed water becomes available from the upgraded WWTP, the WWTP will replace Well M7 to serve Sun Lakes Country Club and other irrigation customers as part of this Project. The existing non-potable water system and planned backbone pipeline are shown in Figure 3 below.

Figure 3. City of Banning Reclaimed Water Area (courtesy of 2018 IMP)



2. STATEMENT OF PROBLEM AND NEEDS

2.1 Introduction

This section reviews the City's need for water reclamation, as well as short- and long-term recycled water demands and supplies. This section also includes discussions of sources of additional supplies and water quality concerns.

2.2 Need for Water Reclamation

With climate change bringing on more unpredictable and severe variations in weather which have recently been more frequent, and longer duration droughts in California and the entire Western United States, it is crucial for water agencies to engage in comprehensive planning to develop and implement sustainable sources of water. The effects of drought are clearly demonstrated with the Governor of California declaring a statewide State of Emergency due to drought. The Governor's State of Emergency declaration is accompanied by a call for all state residents to cut down on water use by 15%.

The last severe drought to affect the State occurred only a few years ago between 2012-2017 with 2013-2014 having extraordinarily dry conditions. The current drought may even be on a more dire path as the 2020 water year was the third driest water year on record in the last 127 years. With climate change resulting in hotter, drier summers and reduced precipitation, severe and prolonged droughts are forecast to be a normal part of California's future.

This water reclamation Project will generate sustainable supplies to the City's water supply portfolio that will help Banning better prepare for future water supply challenges.

In addition to drought preparation, water reclamation will help reduce the City's reliance on imported water. Currently, the City has access to imported water from the Sacramento-San Jaquin River Delta in Northern California through the San Gorgonio Pass Water Agency (SGPWA). The Bay Delta water system provides Southern California agencies with over 1 million acre-feet of water annually. According to the City's 2020 Urban Water Management Plan (2020 UWMP), the City purchased an average of 847 acre-feet per year (AFY) per year between 2010 – 2015, and an average of 752 AFY per year between 2015 – 2020 for groundwater recharge. By providing recycled non-potable water from the WWTP to irrigation customers, this will allow the City to rely less on imported water and depend on its local water supply to meet non-potable water demands.

2.3 Current Water Supplies

2.3.1 Water Sources and Supplies

The City currently uses potable water and non-potable water to meet the water needs of its service area. The City's water is obtained entirely from groundwater through nineteen (19) potable groundwater wells, one (1) non-potable groundwater well, and three (3) co-owned wells

with the Beaumont-Cherry Valley Water District (BCVWD). The City also has access to imported water from the Sacramento-San Joaquin River Delta in Northern California through the SGWPA and surface water from the Whitewater River. Both imported and surface water are used to recharge the groundwater aquifers.

Imported Water Sources

The SGPWA is one of 29 agencies in the State that have a State Water Project (SWP) Water Supply Contract with the Department of Water Resources (DWR). These agencies receive an allocation from the SWP each year. SGPWA also acquires water supplies through contracts with other agencies and annual water transfers and exchanges. Currently, as a wholesale agency, SGPWA distributes imported SWP water to three (3) member agencies: the City of Banning, BCVWD, and Yucaipa Valley Water District.

Table 3 shows the City's recent imported water purchases from 2015 to 2020 and compares them to the years 2010 to 2015. As shown in the table, the City purchased an average of 752 AYF per year from 2015 to 2020.

Table 3. Imported Water Purchases, courtesy of the 2020 Urban Water Management Plan (2020 UWMP)

Year	Purchases (AFY)
2015	686
2016	1,477
2017	1,350
2018	500
2019	250
2020	250
2015-2020 Avg.	**752**
2010-2015 Avg. (2015 UWMP)	847

Groundwater Sources

The City is within the boundaries of the Coachella Valley Hydrologic Unit, which encompasses several groundwater basins, including the Coachella Valley Groundwater Basin (Basin), within which the City is located. The Basin extends from Banning to the Salton Sea.

The City is underlain by the San Gorgonio Pass Subbasin (SGP Subbasin) portion of the Basin. The SGP Subbasin is divided into water storage units. The City extracts groundwater from the Banning

Storage Unit, the Banning Bench Storage Unit, the Cabazon Storage, the Beaumont Storage Unit, and the Banning Water Canyon Storage Unit.

Over the past five years of operation, groundwater extraction has averaged 7,513 AFY. Table 4 displays the City's groundwater supplies from 2015 to 2020.

Table 4. Imported Water Purchases, courtesy of the 2020 UWMP

Year	Production (AFY)
2015	6,723
2016	7,035
2017	7,576
2018	7,924
2019	7,226
2020	8,596
Average	**7,513**
2010 – 2015 Avg. (2015 UWMP)	8,246

Currently, the City does not utilize the entire capacity of all of its storage units. The maximum annual amount pumped by the City in the past 10 years is just under 9,000 AFY. Due to the projected developments, the City expects pumping to increase by 25% within 10 years and over 50% by the end of 2045. Table 5 below shows the City's projected water supplies and available volumes.

Table 5. Projected Water Supply Availability in AFY, courtesy of the 2020 UWMP

Year	2025	2030	2035	2040	2045
Basin	Projected (Available)	Projected (Available)	Projected (Available)	Projected (Available)	Projected (Available)
Beaumont Basin[1]	1,491 (1,491)	1,267 (1,267)	1,077 (1,077)	916 (916)	778 (778)
West Banning Basin	1,430 (1,430)	1,430 (1,430)	1,430 (1,430)	1,430 (1,430)	1,430 (1,430)
Cabazon Basin	853 (N/A)	960 (N/A)	1,054 (N/A)	1,136 (N/A)	1,208 (N/A)
Banning Bench	1,055 (1,330)	1,187 (1,330)	1,304 (1,330)	1,330 (1,330)	1,330 (1,330)
Banning Water Canyon	3,679 (3,730)	3,730 (3,730)	3,730 (3,730)	3,730 (3,730)	3,730 (3,730)
Imported Recharge into Beaumont Basin	250	500	1,000	1,750	2,500
Water Supply Deficit[2]	999	2,126	3,156	4,128	4,991

Total Available Local Groundwater Supply	**8,508**	**8,574**	**8,595**	**8,542**	**8,476**
Storage Banked in the Beaumont Basin	**42,169**	**38,422**	**30,291**	**19,510**	**7,622**

Notes:
(1) The City's appropriated water rights will continue to decrease over time due to overlying water rights or demand increases.
(2) The water supply deficit is currently covered by Beaumont storage.

Surface Water

The Whitewater Flume was built to provide water and power to the City and Banning Heights Mutual Water Company (BHWMC). BHWMC utilizes approximately 1,000 AFY of the Whitewater River diversions in the Flume, and the remainder of the diverted water flows into the San Gorgonio River below the Banning Heights Mutual Water Company (BHMWC) extraction point. A portion of the natural runoff and the Whitewater River diversions are diverted into spreading ponds located approximately one mile north of the Banning Bench in order to increase groundwater recharge.

Since 1913, surface water from the Whitewater River has been diverted into the Banning Water Canyon Storage Unit, with an average of 1,500 AFY diverted into Banning Water Canyon since 1961.

Rights to Groundwater

The City's rights to annual groundwater extraction are shown in Table 5. The City will pull the differential amounts between the "Projected" and "Available" from the Beaumont Basin Storage Account. Water recharged (i.e., imported water) in the Beaumont Basin will also be credited in the City's storage account, allowing the "Projected" volume to increase. The City also anticipates that it would recharge more during wet years so that water supply can be available during drought periods when local groundwater levels are impacted.

The amount of "Available" yield not produced in the Beaumont Basin by the Overlying Water Right holders is issued to the retail agencies, with the City of Banning receiving 31.43% of the "Available" yield. The amount of Unused Overlying Water from the Beaumont Basin that will be allocated to the City of Banning is projected to decrease by 15% every five years from 2024 on.

Planned Supply Projects

The City continually reviews practices that will provide its customers with adequate and reliable supplies. Trained staff continue to ensure the water quality is safe and the water supply will meet present and future needs in an environmentally and economically responsible manner. The City coordinates its long-term water shortage planning with SGPWA and other local agencies through the development of their respective UWMPs. The City also meets bi-monthly with the San

Gorgonio Pass Regional Water Alliance, which is comprised of thirteen (13) local water purveyors, to discuss local issues with different agencies.

Any new City water supply projects will be to add, replace, or upgrade wells to support population growth and new development. The projects that have been identified to improve the City's water supply reliability and enhance the operations of the City's facilities include replacement of water meters, fire hydrants, valves, and pipelines and construction of new storage reservoirs.

2.3.2 Wastewater Treatment Plant Flows

The City provides sewer service to the area within City limits and to unincorporated areas of Riverside County that surround the southeast portion of the City. The City of Banning is responsible for the collection, conveyance, treatment, and disposal of wastewater generated within its service area. Municipal wastewater in the City's service area is generated from residential, commercial, and institutional sewer discharges. The City does not currently have any major industrial sewer discharges (i.e., brine). However, there are some cannabis cultivation facilities that will be operational soon, which will need to be monitored and regulated.

The City's wastewater collection system drains primarily from west to east. The wastewater discharged from the City is collected from a network of 112 miles of gravity sewer mains. The local collector sewers discharge into larger sewer trunk mains, then to the Banning WWTP, located in the southeast corner of the City (see Figure 4 on Page 14).

The WWTP has a current capacity of 3.6 million gallons per day (MGD) and is designed to treat wastewater to secondary standards. The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, disinfection (currently not in use), and evaporation/percolation ponds. The preliminary treatment system consists of a mechanical bar screen, compactor, grit removal system, and cyclone separator. Effluent from the preliminary treatment system is gravity fed to two primary clarifiers. Primary effluent is pumped to two Trickling Filters, each rated for 1.8 MGD. The Trickling Filter effluent is sent to two secondary clarifiers. Secondary effluent flows through a chlorine contact chamber and is then discharged to 10 unlined evaporation/percolation ponds which recharges the Cabazon Groundwater Basin. This recharge is provided only through surface percolation, and no injection wells are used by the City.

Primary and secondary sludge is processed via two primary anaerobic digesters. A second-stage digester is currently used as a sludge holding tank before thickened sludge is sent to the sludge drying beds. Sludge is allowed to dry and then is hauled offsite for final disposal. A gravity thickener was used to thicken secondary sludge but is currently not in service. An overall process schematic of the existing WWTP is shown in Figure 5 on Page 15.

The quantities of wastewater generated are proportional to the City' population and the water used by its residents. The wastewater flows are metered at the influent point to the WWTP. Total wastewater collected in the City between 2018 and 2022 is shown in Table 6.

Table 6. Wastewater Flows Collected in City

Year	Wastewater (AFY)	Wastewater (MGD)
2018	2,259	2.02
2019	2,234	2.00
2020	2,185	1.95
2021	2,226	1.99
2022	2,307	2.06
Average	**2,242**	**2.00**

Due to projected housing developments within the City's service area, wastewater flows are expected to significantly change. Based on review of available data, it was determined that the most accurate forecasting methodology for projected sewer flow included a combination of population and land use flow factors. Table 7 below shows the projected wastewater flows from the years 2023 through 2027:

Table 7. Projected Wastewater Flows Collected in City

Year	Flows (AFY)	Flows (MGD)
2023	2,352	2.10
2024	2,430	2.17
2025	2,520	2.25
2026	2,610	2.33
2027	2,700	2.41

Figure 4. City of Banning Reclaimed Wastewater Treatment Plant Location (courtesy of 2018 IMP)

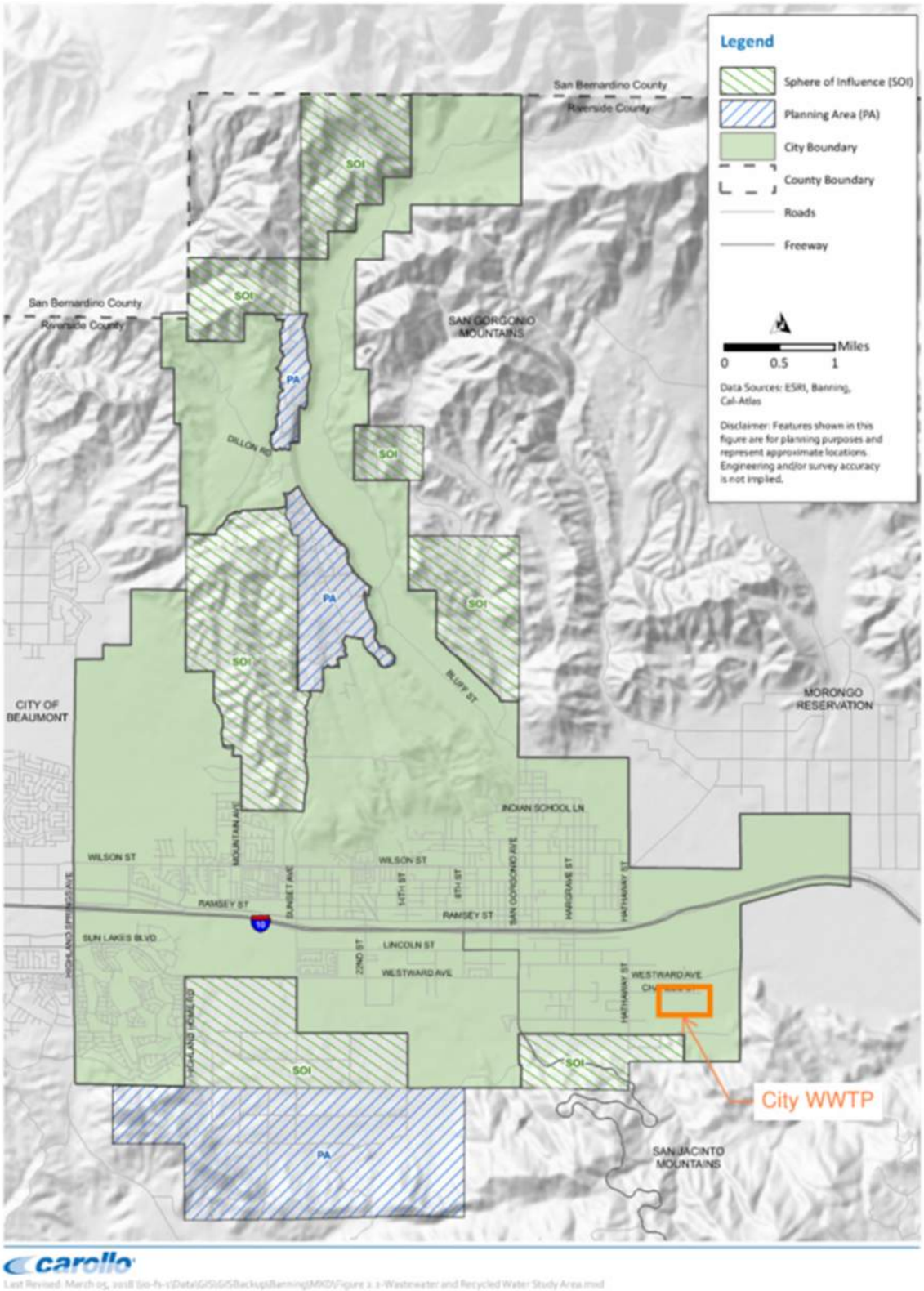
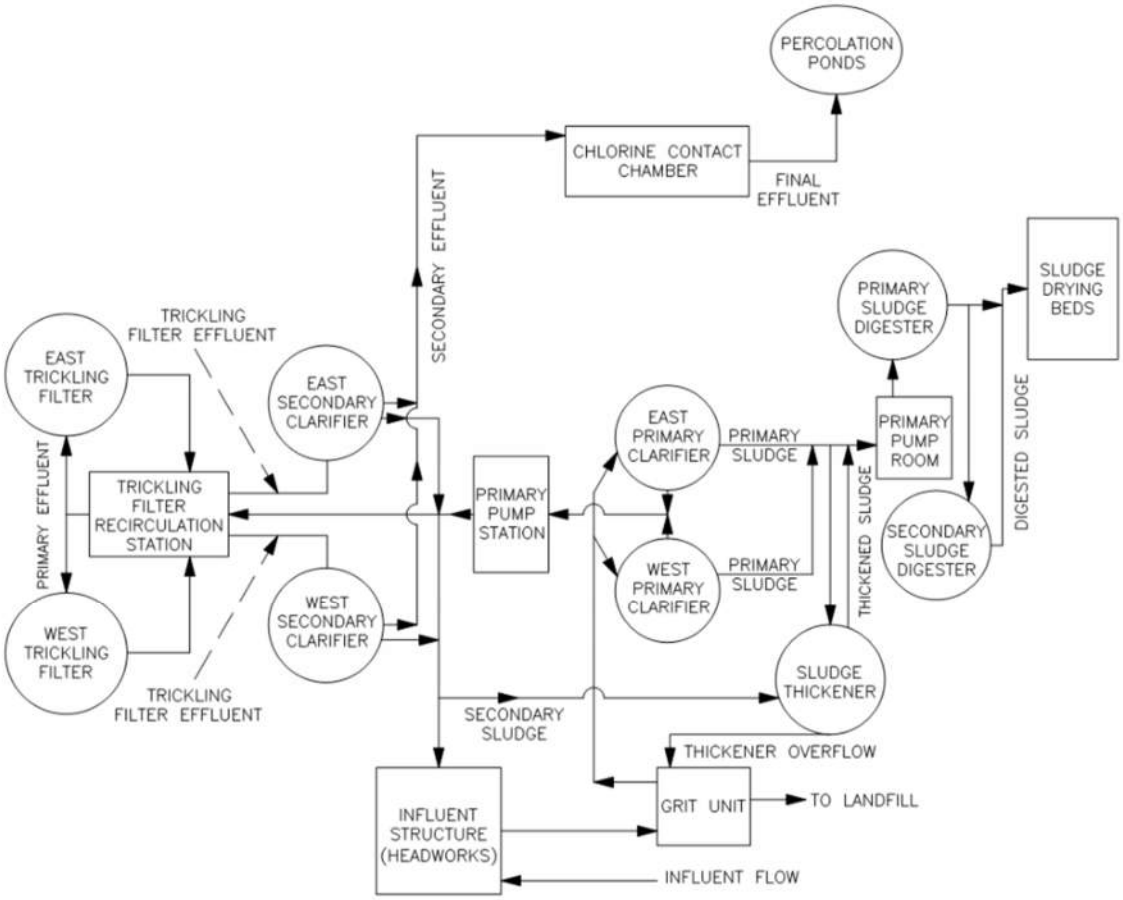


Figure 5. Process Schematic for Existing WWTP



2.3.3 Non-Potable Groundwater Well Capacities

The City has been operating one well (Well M7) and estimates that this well produces an average capacity of approximately 350 gpm. In addition, the City also started to operate a second well (Well M12) in mid-year 2017 with an estimated capacity of approximately 1,000 gpm. A third well (Well NP-1) is located near the WWTP, which was recently equipped. The status and capacities of the wells are summarized in Table 8.

Table 8. Existing City Non-Potable Groundwater Well Capacities

Well Number	Current Status	Future Status	Estimated Capacity (AFY)	Estimated Capacity (MGD)
Well M7	Operational	Potable	560	0.5
Well M12	Operational	Potable	1,568	1.4
Well NP-1	Recently Equipped	Non-Potable	1,344	1.2
Total			**3,472**	**3.1**

As listed in Table 8, the total estimated capacity of the three wells with the addition of Well NP-1 is approximately 3,472 AFY (3.1 MGD) of non-potable water. Although Wells M7 and M12 are both equipped, City staff plans to eventually convert Well M7 and Well M12 over to the potable water system by the end of year 2025 and year 2040, respectively, to supplement the potable water supply. Along with this conversion, it is assumed that Well NP-1 will supplement the recycled water system supply. With only Well NP-1 and Well M12 online by the end of year 2025, the groundwater well supply is estimated to provide up to 2,912 AFY (2.6 MGD) of non-potable water. By the end of year 2040, only Well NP-1 is assumed to be online, which results in a groundwater well supply of 1,344 AF (1.2 MGD). The capacities listed in MGD reflect the assumption that wells would be pumping 24 hours per day.

2.3.4 Recycled Water Production

As mentioned in Section 2.3.1, the Banning WWTP is the only wastewater treatment facility for the City. The WWTP currently provides only secondary treatment, and the treated wastewater does not meet Title 22 Standards. Further, the City does not use any recycled water produced by any other neighboring agencies. Thus, no wastewater has been "recycled" (re-used) within the City's service area from 2019 to 2023, as Table 9 indicates.

Table 9. Recycled Water Produced and/or Used in City

Year	Recycled Water Produced or Used (AFY)
2019	0
2020	0
2021	0
2022	0
2023	0

The amounts indicated in Table 9 above coincide with the projections in the City's 2020 UWMP. That is, the 2020 UWMP did not project any recycled water use through the year 2020.

2.4 Current and Projected Water Demands

2.4.1 Current Water Demands

Annual water consumption from 2016 to 2020 listed in Table 10 range from a high of 8,325 AF in 2020 to a low of 6,712 AF in 2016, with an average of 7,648 AF.

Table 10. City Recent Water Use

Year	Total Consumption (AFY)	Per Capita (GPCD)
2016	6,997	203
2017	7,381	213
2018	7,927	228
2019	7,297	209
2020	8,369	240
Average from 2016 to 2020		**219**

2.4.2 Projected Water Demands

Future water use projections must consider significant factors on water demand, such as development and/or redevelopment, and climate patterns, among other less significant factors that affect water demand. Climate conditions will continue to be a major influence on demand as drought conditions will increase demand at a time when these supplies are limited.

The City's projected water use for 2025-2045 is broken down by sector in Table 11 below.

Table 11. Projected Water Demand by Sector in AFY, courtesy of the 2020 UWMP

Sector	2025	2030	2035	2040	2045
Water Service Area Population	38,180	45,235	52,290	59,345	66,400
Consumption Rate (GPCD) *Including 1.0% Annual Passive Savings*	222	211	201	191	181
Demands					
Single Family Residential	4,505	5,071	5,569	6,004	6,382
Multi-Family Residential	92	103	114	123	130
Commercial	2,263	2,548	2,798	3,016	3,206
Industrial	195	220	241	260	276
Institutional/Governmental	26	29	32	35	37
Landscape Irrigation	977	1100	1208	1,302	1,384
Total Water Sales	**8,059**	**9,070**	**9,961**	**10,739**	**11,415**
Unaccounted for Water	1,448	1,630	1,790	1,930	2,052
Total Water Consumption (Total Supply into System)	**9,507**	**10,701**	**11,751**	**12,670**	**13,467**

2.4.3 Projected Recycled Water Demands

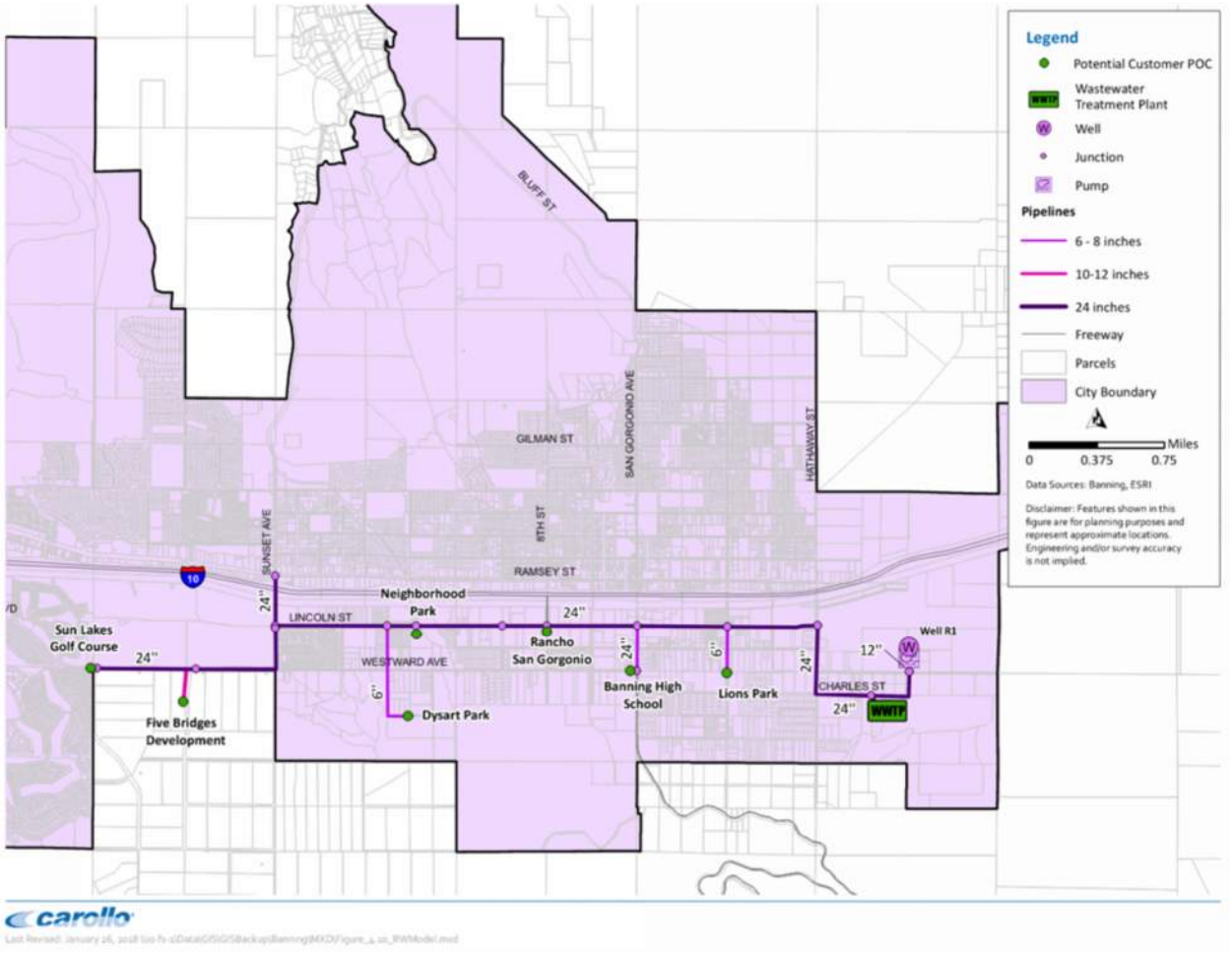
The City currently serves one customer, Sun Lakes Country Club, with non-potable water from Well M7 and Well M12. Typical annual demand for the Sun Lakes Country Club is 850 AFY (0.76 MGD). Since the Sun Lakes Country Club is located on the westerly end of the City, once the City constructs the recycled water backbone pipeline to reach the Sun Lakes Country Club, other potential customers would be within proximity to receive recycled water. Therefore, construction of recycled water facilities would prove feasible if the funding for recycled water improvements and pipeline infrastructure was covered, at least in-part, by developers, and an agreement was in place for the use of recycled water. The City would then be able to provide recycled water to its customers. The City's previous 2006 Recycled Water Master Plan (2006 RWMP) identified potential customers across the Interstate 10 Freeway. The methodology to determine these customers and their demands is described in Section 3.3. However, the 2018 Integrated Master Plan indicated that these potential customers were not feasible, due to the challenges to cross the 10 Freeway. The potential recycled water customers are listed in Table 12 below and shown in Figure 6 on the following page.

Table 12. Potential Recycled Water Users

Customer	Recycled Water Demand (AFY)	Recycled Water Demand (MGD)
Existing Customers Currently Using Potable Water or Ground Water from Non-Potable Wells		
Sun Lakes Country Club	850	0.76
Banning High School	175	0.16
Dysart Park	87	0.08
Lions Park	79	0.07
Subtotal	1,191[(1)]	1.07
Projected Future Developments		
Rancho San Gorgonio Development	217	0.19
Five Bridges Development	223	0.20
Neighborhood Park	35	0.03
Subtotal	475[(2)]	0.42
Total	**1,666**	**1.49**

Notes:
(1) Will serve in Phase I of the Project.
(2) Will serve in Phase II (future phase) of the Project.

Figure 6. City of Banning Potential Recycled Water Customers (courtesy of 2018 IMP)



2.4.4 Projected Water Supply and Demand Imbalances

Table 13 shows the imbalances between the projected water supplies and demands of the City. As shown in the table, demand continues to increase as supplies decrease. This indicates the need for a new, drought-proof local supply of water to meet the demands of the City.

Table 13. Projected Water Supply and Demand Imbalances

	2025	2030	2035	2040	2045
Total Available Local Groundwater Supply in AFY (see Table 5)	8,508	8,574	8,595	8,542	8,476
Total Water Consumption in AFY (Total Supply into System) (see Table 11)	9,507	10,701	11,751	12,670	13,467

Local Groundwater Supply Shortage in AFY Supplied by Storage Banked in Beaumont Basin	-999	-2,127	-3,156	-4,128	-4,991
Storage Banked in the Beaumont Basin in AFY (see Table 5)	47,169	43,422	35,291	24,510	12,622

2.5 Future Recycled Water Supplies

The City plans to upgrade the existing WWTP treatment to meet tertiary treatment standards and facilitate infrastructure to supply recycled water. This proposed expansion described in the 2018 IMP is also in accordance with the City's 2006 RWMP. The proposed WWTP upgrade will include enhancing biological treatment and constructing recycled water laterals along the backbone pipeline. Facilities to be constructed would include recycled water pipelines to transport recycled water to the recycled water customers.

Upon completion of the upgrades, approximately 4,035 AFY (3.6 MGD) – the total projected WWTP effluent – of recycled water will be available to recycled water customers. Assuming that the improvements would be completed by the year 2027, projected recycled water use would be as shown in Table 14 below.

Table 14. Projected Recycled Water Production and/or Use

Year	Phase	Recycled Water Produced / Used (AFY)	Recycled Water Produced / Used (MGD)
2025	N/A	0	0
2027	I	4,035/1,191	3.6/1.07

The projected quantities shown in Table 14 above show the recycled water produced and used in Phase I of the project (described further in Section 4.2). Once the WWTP upgrades are completed, 4,035 AFY (3.6 MGD) will be available for recycled water use. Phase I will serve the existing customers currently using potable water or ground water from non-potable wells (Sun Lakes Country Club, Banning High School, Dysart Park, and Lions Park) with a total demand of 1,191 AFY.

2.6 Water Quality Concerns

The main water quality concerns are the standards and regulations that the potential recycled water sources currently do not meet. These include the Regional Water Quality Board Order, Title 22 Requirements, and Beaumont Basin Plan requirements.

2.6.1 Regional Water Quality Control Board Order

On June 30, 2016, the RWQCB adopted Board Order R7-2016-0015 (Board Order), which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solid (TDS). According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen is 10 mg/L. Per the Board Order, it is assumed all nitrogen available converts to nitrate/nitrite so Total Nitrogen (TN) is used as the measurement of concern. The wastewater effluent limitations per the Board Order are outlined in Table 15.

Table 15. Banning WWTP Effluent Concentrations and Limitations

Parameter	Units	Impending Effluent Limits	
		30-Day Mean	7-Day Mean
Flow	MGD	3.6	N/A
20C BOD5	mg/L	30 mg/L	45 mg/L
TSS	mg/L	30 mg/L	45 mg/L
pH	--	6.0 – 9.0	
TDS	mg/L	Not to Exceed 300 mg/L of the Water Supply	
TN(1)	mg/L	10 mg N/L	

Notes:
(1) City does not need to comply with this limit at this time.

The WDRs identified TN and TDS as constituents of concern. Currently, the average TN concentration in the WWTP's effluent is 27 mg-N/L, well above the future TN limit of 10 mg-N/L specified in the Board Order. The two existing Trickling Filters used for secondary treatment at the WWTP are therefore not able to meet the impending water quality limits by the Board Order. Based on a recent structural condition assessment, both Trickling Filters are also nearing the end of their lifecycle. This Project therefore involves implementing a new biological treatment system with nitrification/denitrification (NDN) to ensure nitrogen levels in the WWTP's effluent meet the impending Board Order TN requirement. The selected system to replace the existing Trickling Filters is Membrane Bioreactor (MBR). Section 4.6 describes the analysis that was done to select MBR as the recommended biological treatment option for the City.

The WDRs also state that effluent TDS is not to exceed a level of 300 mg/L above the potable water supply "reasonably protects present and anticipated beneficial uses of groundwater in the area," (typical incremental addition of dissolved salts from domestic water usage is 150 to 380 mg/L.) The level of TDS in Banning's potable water supply is approximately 200 mg/L, which would result in an effluent TDS limit of approximately 500 mg/L. Currently, the average TDS in the treated wastewater is about 390 mg/L, so future TDS limits in an updated WDR would not require additional treatment.

2.6.2 Title 22 Requirements

In order for the WWTP effluent to be used as recycled water to meet the current and project non-potable irrigation water demands, it must meet tertiary disinfected recycled water standards. The current WWTP effluent does not comply with State Water Resources Control Board, Division of Drinking Water (DDW) water recycling criteria outlined in the California Code of Regulations Title 22 requirements. To comply with Title 22, the effluent must meet the following requirements for "Disinfected Tertiary Recycled Water":

- Average daily turbidity less than 2 nephelometric turbidity unit (NTU); approximately 3 – 5 mg/L TSS.
- Effluent cannot exceed 5 NTU more than 5% of the time.
- Effluent cannot exceed 10 NTU at any time.
- Coagulant must be added if the influent to the filter exceeds 5 NTU for more than 15 minutes, or 10 NTU at any time.
- The disinfection process must provide a chlorine residual that provides 450 milligram minutes per liter (mg-min/L) under minimal modal contact time (CT) of 90 minutes.
    - This corresponds to a residual of 5 mg/L or less, or any process that achieves 5-log virus removal.
- Total coliform cannot exceed the average most probable number (MPN) of 2.2 per 100 milliliters (mL).
- No more than one sample per month can exceed an MPN of 23 per 100 mL.

In order to supply recycled water, the City will be required to improve the removal efficiency of the existing WWTP to comply with the TN, turbidity, and disinfection requirements. The Project involves implementing MBR and chlorine disinfection at the WWTP. These proposed treatment systems ensure that the WWTP will comply with Title 22 requirements for disinfected tertiary recycled water.

2.6.3 Beaumont Basin Plan Requirements

In order to serve Sun Lakes Country Club, which is located above the Beaumont Basin, the WWTP and Well NP-1 must meet the Beaumont Basin maximum benefit objectives of 330 mg/L for TDS. Currently, the WWTP effluent and Well NP-1 have an average TDS of 390 mg/L and 430 mg/L, respectively. Therefore, neither source currently meets this limit. Due to this restriction, and potential stricter TDS limits for the San Gorgonio region in the future, a TDS treatment is required. The proposed TDS treatment for this Project is a two-stage reverse osmosis (RO) system to be implemented as the last step in the WWTP treatment process. Details about the RO requirements for the WWTP and Well NP-1 can be found in the RO Analysis Technical Memo in Appendix A**.**

3. WATER RECLAMATION, RECYCLING OPPORTUNITIES

3.1 Introduction

This section provides a discussion of the City's water reclamation and reuse opportunities including:

- Potential uses for reclaimed water and sources to be reclaimed
- Markets available to use the water produced
- Considerations that may prevent implementation of a water reuse project
- Water and wastewater agencies with jurisdiction and their facilities
- Current water reuse
- Water reclamation and reuse technology currently in use and opportunities for improvement

3.2 Uses for Reclaimed Water

The available market is the non-potable demand from the existing customers currently using potable water or ground water from non-potable wells as well as the future recycled water customers listed in Section 2.4 Table 12. These customers consist of parks, schools, and other landscape irrigation users. The market for water produced by Phase I of this Project (described further in Section 4.2) is expected to be 1,191 AFY (1.07 MGD).

Appendix B includes the Rancho San Gorgonio Water Supply Assessment, which states that the Rancho San Gorgonio Development must utilize recycled water for all common area irrigation demands (see Appendix B, Section 5 "Recycled Water System," pages 37-41 of the document, page 38-42 of the PDF). For the other customers, discussions have been initiated to obtain letters of intent.

3.3 Water Market Available to Utilize Reclaimed Water

The future recycled water demand projections listed in Section 2.4 Table 12 are based on a review of the identified potential customers in the 2006 RWMP. This section describes the methodology used to project the future demand potential.

It should be noted that the future demands described herein do not necessarily represent the actual future demands. This section is limited to identifying the future demand potential.

3.3.1 Methodology

As described in Section 2.4, the 2006 RWMP identified potential 18 recycled water customers based on the following three criteria:

1. Location shall be near a recycled water distribution pipeline or in proximity of other potential customers.
2. ADD exceeds 10,000 gpd. Potential customers with ADD less than 10,000 gpd may be eligible if their location is near a recycled water pipeline.

3. Location within City limits.

The list of potential recycled water customers was reviewed to determine the current irrigation status of each customer and the feasibility of tying into the recycled water system, resulting in an updated list of 15 customers.

3.3.2 Potential Customers

Since the 2006 RWMP, several customers, including Caltrans, Repplier Park, and Gilman Ranch Museum, have reduced demands due to changes such as drought tolerant landscaping. Based on an initial review of the recycled water system layout, connecting these customers was not considered cost effective. In addition, customers north of the Interstate 10 would require a second pressure zone, resulting in an additional pump, large lengths of pipeline, and additional storage to serve these customers. Since those customers were not large users, City staff decided to keep the recycled water system south of the Interstate 10. The customers that are included in this analysis and their demands are summarized in Section 2.4, and the location of the recycled water customers is shown in Figure 6.

3.4 Considerations That Will Prevent Implementing Water Reclamation

One consideration of concern is water quality, particularly TN and TDS levels of the WWTP. As mentioned previously in Section 2.5, the WWTP must comply with the Board Order, Title 22, and Beaumont Basin Plan requirements to supply recycled water. One of the main objectives of this Project is therefore to overcome these water quality limitations by implementing treatment systems that will effectively lower TN and TDS to allowable levels.

Another consideration is community push back for tertiary recycled water. With this in mind, the community will be involved with this Project through public meetings to voice their concerns. It is, however, expected that the reliability and high water quality of recycled water will help to stimulate recycled water demand and mitigate the public's concerns.

3.5 Agencies with Jurisdiction Over Sources of Reclaimed Water

The WWTP and groundwater wells are solely owned by the City.

3.6 Potential Sources to be Reclaimed

Effluent from the City of Banning WWTP and Well NP-1 are two potential sources to be reclaimed. Descriptions of the two sources are described in Section 2.3.

3.7 Description and Location of Source Water Facilities

Effluent from the City of Banning WWTP and Well NP-1 are two potential sources to be reclaimed. Descriptions of the two sources are described in Section 2.3.

3.8 Current Water Reclamation Taking Place in Study Area

As discussed in Section 1.4, there is no water reclamation taking place in the City of Banning.

3.9 Other Current and Projected Wastewaters and Disposal Options

If the WWTP does not get upgraded to Title 22 standards, the current disposal option will remain; the effluent from the WWTP will continue to percolate into the 10 unlined percolation ponds within the Cabazon Groundwater Basin, with no benefits to the City.

In order to meet the Board Order TN restriction, however, the biological treatment process at the WWTP would need to be upgraded regardless of whether the WWTP effluent was used for reclaimed water purposes.

3.10 Water Reclamation Technology Use in Study Area

As discussed in Section 1.4, there is no water reclamation taking place in the City of Banning.

4. DESCRIPTION OF ALTERNATIVES

4.1 Non-Federal Funding Condition

If Federal funding were not provided for the Project, the City would delay the project and continue to apply for funding under other opportunities as described in Section 9.5.

4.2 Specific Objectives Alternatives Are Designed to Address

The objectives of the proposed Project are to:

- Increase water supply availability, reliability, and drought resiliency by supplementing a local water supply, and
- Improve local water supply reliability by proactively planning for facilities needed to meet future demand.

There are three proposed potential recycled water project alternatives to achieve these objectives. These alternatives include:

- Alternative 1: Do Nothing
- Alternative 3: Non-Potable Reuse
- Alternative 4: Hybrid Non-Potable Reuse and Indirect Potable Reuse

4.2.1 Alternative 1 - Do Nothing

This alternative involves no recycled water upgrades of the WWTP. The existing facilities would remain at the WWTP, and effluent from the WWTP would continue to discharge to the percolation ponds near the WWTP site. Under this alternative, due to the WWTP's current high TN levels, the plant would not meet the impending Board Order requirements. In addition, the existing non-potable water customers would continue to be served by potable water or ground water from non-potable wells, and therefore Wells M7 and M12 would not be converted to the potable water system. In order to recharge the groundwater to serve these customers, the City would continue to purchase imported water from the Sacramento-San Joaquin Delta through SGPWA. However, with worsening climate change conditions, State water supplies are becoming scarcer. Because of this, competition for water allocations to water retailers will increase, making it more challenging for the City to receive imported water. Therefore, imported water should not be solely relied on to meet future demands that exceed the City's local supply.

The O&M costs for the "Do Nothing" alternative include the purchase of imported water and pumping costs to serve the existing non-potable water customers. The current estimated annual O&M cost to deliver imported water is estimated at $463,848 per year. This includes an average (based on 2015-2020) purchase of 752 AF of imported water at $399/AF, or $300,048, plus $163,800 for pumping, or $463,848 per year. The projected O&M cost for imported water in 2045 is $2,779,000 for purchase and $1,517,090 for pumping for a total of $4,296,090. This is based on a purchase of 2,500 AF of imported water (see Table 5 in Section 2.4) and a 5% price escalation rate of imported water purchases and pumping per year.

4.2.2 Alternative 2 - Non-Potable Reuse

Alternative 2 involves three phases. Phase I will begin early 2025 to meet the current demands of Sun Lakes Country Club. Phase II will begin by 2029 to meet the demands of the future remaining recycled water customers.

Phase I

Since Well M7 is planned to be converted to the potable water system by the end of 2025, Phase I involves using Well NP-1 to supply 850 AFY (0.76 MGD) to Sun Lakes Country Club in place of Well M7.

A recent Well NP-1 pump test shows an 800-gpm capacity, which exceeds the demand of the Sun Lakes Country Club. As a result, Well NP-1 will operate intermittently to satisfy the current recycled water demand.

Construction of the backbone pipeline along Lincoln Street to connect Well NP-1 to the Sun Lakes Country Club will be completed by the end of 2023. The design of the two reservoirs/forebays and booster stations needed to store the Well NP-1 supply and pump the water to the backbone pipeline, respectively, will be completed during the first quarter of 2024. The City is currently developing environmental documentation and will begin construction of the reservoirs/forebays and booster stations within the second quarter of 2024.

To meet Beaumont Basin requirements for TDS and TN, a 1 MGD RO system will be implemented at Well NP-1, and evaporation beds will be constructed for the RO brine. The RO permeate will travel through the backbone pipeline to Sun Lakes Country Club, with the forebay storing Well NP-1 supply and the booster station pumping the water from the forebay to the backbone pipeline.

Well NP-1 will continue to serve Sun Lakes Country Club until the WWTP upgrades are completed at the end of 2027.

The next step of Phase I is to upgrade the WWTP. The existing Trickling Filters and secondary clarifiers will be decommissioned, and a new 3.6 MGD MBR facility and chlorine disinfection tank will be installed to meet Title 22 recycled water standards. Other miscellaneous upgrades of the WWTP, including headworks, primary clarifier, and digester facilities, will also be implemented in this phase.

Laterals with pipeline diameters ranging from 6-12 inches will be constructed to connect the remaining customers currently using potable water or ground water from non-potable wells listed in Section 2.4 (Banning High School, Dysart Park, and Lions Park).

Once the construction of the WWTP upgrades is complete, the RO system and brine evaporation ponds used for Well NP-1 will be repurposed for WWTP effluent use. 1,191 AFY (1.07 MGD) of the WWTP effluent will serve the demands for Sun Lakes Country Club, Banning High School, Dysart Park, and Lions Park, and the rest will continue to discharge to the percolation ponds.

Since the WWTP effluent will be used to meet the recycled water demands, Well NP-1 will be used as a backup source.

Phase II

In Phase II, laterals will be constructed to connect the future recycled water customers, including Rancho San Gorgonio Development, Five Bridges Development, and Neighborhood Park to the main recycled water system.

In order to meet the Beaumont Basin requirements to serve these remaining customers, an additional RO module will be installed at the WWTP. The permeate from the RO modules will blend for a total of 1,666 AFY (1.49 MGD) of WWTP effluent to serve the recycled water customers. The remaining WWTP effluent will continue to discharge to the percolation ponds. Figure 6 in Section 2.4 shows the proposed layout of Alternative 2.

4.2.3 Alternative 3 – Hybrid Non-Potable Reuse and Indirect Potable Reuse

Alternative 3 is similar to Alternative 2 but incorporates an additional phase for indirect potable reuse. Instead of the WWTP effluent that is not used to meet recycled water demands discharging to the percolation ponds, in Alternative 3, the remaining effluent will flow to one of two groundwater aquifers for indirect potable reuse. By percolating to new basins upgradient of the Banning groundwater storage unit, this will keep groundwater recharge within the City's wells.

Options for recharge of groundwater aquifers via recharge basins include North Basin and Five Bridges. The requirements to recharge to North Basin and Five Bridges Basin are described in the sections below. Figure 7 on the next page shows the proposed layout of Alternative 3.

Due to the limited surface recharge capacity of the proposed groundwater basins, injection wells may be required to recharge groundwater in the targeted area. In order to allow for indirect potable reuse through injection wells, ultraviolet advanced oxidation (UVAOP) will be required. The current facility plan would include needed infrastructures (e.g., transformer size, space allocation, etc.) to facilitate this addition in the future when needed. The surface recharge at these basins will take into account ground water travel time to the nearest potable groundwater wells and appropriate monitoring wells for full compliance with Title 22 regulations.

North Basin

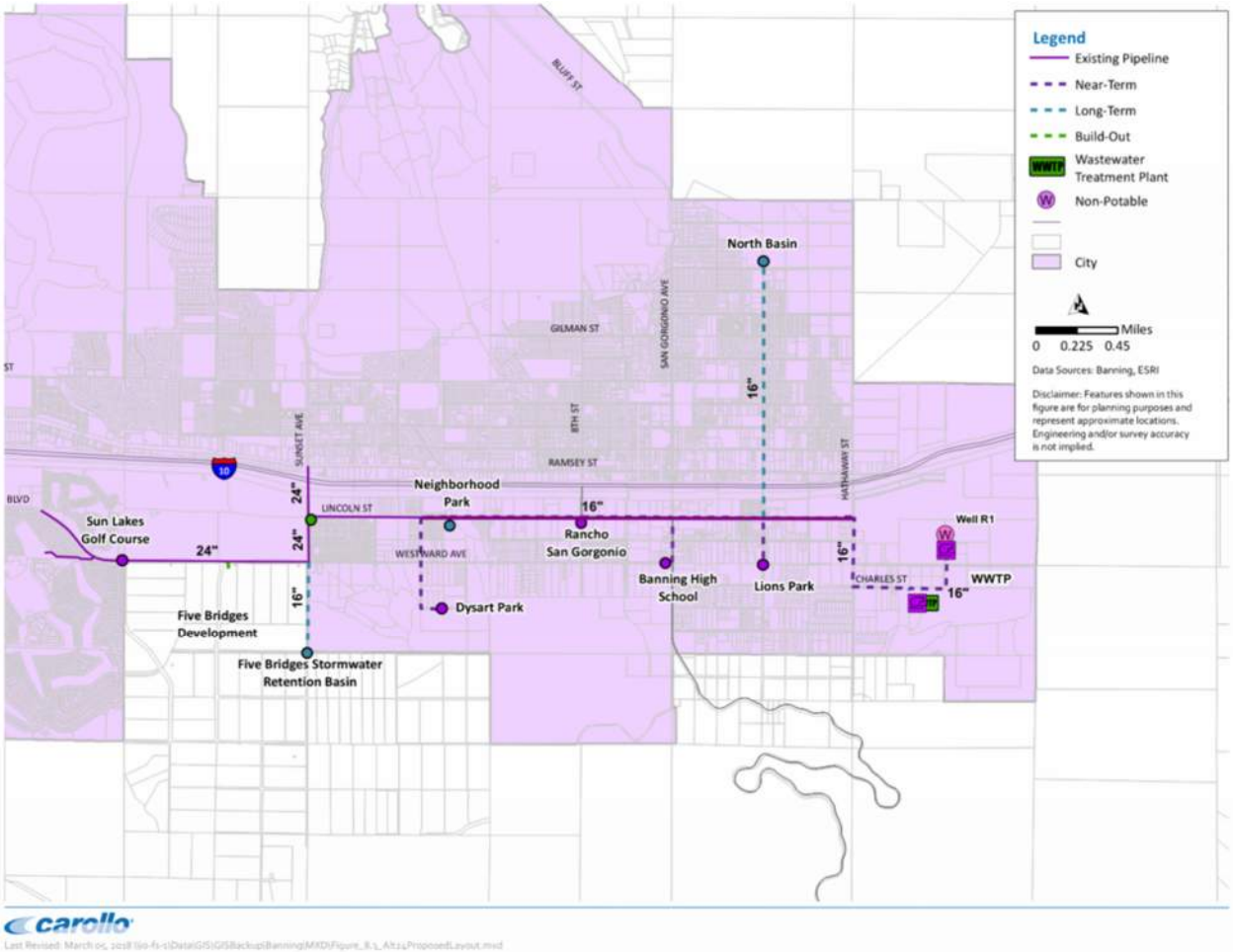
North Basin is in the northeastern part of the City boundary. This site is not owned by the City. Since the site has been mined and a large pit exists, it is assumed that minimal earthwork will be required. The site improvements included as part of this analysis include a berm on all four sides of the basin, a berm to create two cells for operational flexibility, basin piping, maintenance ramps, security, and monitoring equipment. Since the potential recharge basin is at a higher elevation than the WWTP, an 800 hp pump and 15,000 feet of 16-inch diameter pipeline will be

required to convey water from the WWTP to the recharge basin. The City will also need to add monitoring wells and lysimeters.

Five Bridges Basin

This option involves groundwater recharge at the future Five Bridges Recharge Basin, which is located at the southwest part of the City within the Five Bridges Development. The site will likely be owned by the City. Although the Five Bridges development is not anticipated to occur until the build-out phase, City staff believe that the basin can be constructed beforehand. It is anticipated that site improvements will include earthwork, berms on all four sides of the basin, a berm to create two cells for operational flexibility, maintenance ramps, security, and monitoring equipment. This alternative will require an approximately 2,000 feet of 16-inch diameter pipeline to convey water from the WWTP to the recharge basin. The City will also need to add monitoring wells and lysimeters.

Figure 7. Preliminary Site Layout for Alternative 3 (courtesy of 2018 IMP)



4.3 Description of the Proposed Water Reclamation Project

The selected alternative is Alternative 3. This alternative includes non-potable reuse with a total demand of 1,666 AFY (1.49 MGD). The remaining recycled water supply from the WWTP will be used for indirect potable reuse at either North Basin or Five Bridges. With the combination of both non-potable reuse and indirect potable reuse, the City will have seasonal flexibility and will be able to maximize the use of recycled water throughout the year. Since the City will be able to maximize the recycled water supply from the WWTP, the estimated net yield is 4,035 AFY (3.6 MGD).

This Project (i.e. Alternative 3) will be done in 3 Phases, however, only Phase I will be implemented at this time. Phases II and III are future phases that will be implemented in the long-term. The City has only requested funding for Phase I in the WaterSMART funding application but will seek additional funding for Phases II and III in the future at which time the City will develop updated feasibility studies to includes Phases II and III.

As mentioned in Section 4.2, Phase I involves constructing an RO system and brine evaporation ponds for Well NP-1, which will later be repurposed for WWTP use. A new 3.6 MGD MBR facility and chlorine disinfection tank will be installed to meet Title 22 recycled water standards, and other miscellaneous upgrades of the WWTP will also be implemented in this phase. Laterals will be built along the backbone pipeline to connect the WWTP to the existing customers currently using potable water or ground water from non-potable wells that can utilize recycled water to meet irrigation demands.

The preliminary cost estimates for Phase I of the proposed Project are summarized in Table 16 below. A breakdown of the capital costs and replacement costs (over a 50-year period – the expected lifecycle of the Project) associated with Phase I of the Project are shown in Tables 17 and 18, respectively. Lifecycle costs over the 50-year span of the Project can be found in Appendix C, and a preliminary detailed site plan and process flow diagram for the Project can be found in Appendix D.

Table 16. Preliminary Cost Estimate

	Estimated Annual Yield (AFY)	Capital Cost[(1)]	O&M Cost	Annual Cost ($/year)	Unit Cost ($/AF)
Phase I	1,191	$93,487,328	$3,500,000	$3,890,000	$3,668

Notes:
(1) Capital costs include a construction contingency of 25% and additional markups for mobilization (5%), general conditions (5%), contractor profit (5%), and escalation to-point of construction (5%). Cost estimates and cost assumptions are provided in detail in Appendix E.

Table 17. Cost Summary of Phase I of the Proposed Project, in 2023 dollars

Item	Cost
CEQA	
CEQA (Biological, Cultural, Air Quality, and IS/MND)	$180,000
Permitting	$120,000
Subtotal	**$300,000**
Design	
Preliminary Design	$1,409,808
Final Design	$5,639,232
Subtotal	**$7,049,040**
Construction	
RO system	$3,497,500
Brine Drying Beds and Evaporators	$5,256,100
MBR Facility (3.6 MGD)	$52,887,000
Primary Clarifier	$1,944,100
Chlorine Tank	$2,377,700
Upgrade Ferric Sulfate Feed/Storage System	$298,100
Digester Coating	$463,500
Replace Piping in Grit Chamber	$58,300
Replace TF Center Drives	$499,300
Replace East Primary Clarifier Center Drive	$99,900
Replace Existing PVC Digester Gas Piping	$16,700
Replace Digester Hot Water Boiler	$176,400
Replace TF Effluent Distribution Valves (4)	$174,800
Replace TF Recirculation Pumps (2)	$124,900
Replace Grit/Cyclone Unit	$299,600
Replace Two Old Grit Pumps	$174,800
Recycled Water Laterals	$2,141,700
Subtotal	**$70,490,400**
Construction Administration	
Construction Management and Inspection	$7,049,040
Environmental Monitoring and Support During Construction	$100,000
Subtotal	**$7,149,040**
Other	
Contingency	$8,498,848
Subtotal	**$8,498,848**
TOTAL ESTIMATED PROJECT COSTS	**$93,487,328**

Table 18. Replacement Costs, in 2023 dollars

Description of Replacement Requirement	Replacement Frequency	Year(s)	Cost
Civil/Structural, Mechanical, Electrical/Controls Replacements	Every year	Every Year from 2028 to 2077	$868,658.82
RO Membrane Replacement and MBR Membrane Replacement	Every 5 years	2032, 2037, 2042, 2047, 2052, 2057, 2062, 2067, 2072, 2077	$2,200,000.00

4.4 Estimated Costs of Alternatives

Estimated capital and annualized costs were developed for each of the project options and are summarized in Table 19.

Table 19. Monetary Analysis

	Estimated Annual Yield (AFY)	Capital Cost	O&M Cost	Annual Cost ($/year)	Unit Cost ($/AF)
Alternative 1	752 (from groundwater)	$0	$463,848	$493,848	$657
Alternative 3 (Phase I only)	1,191	$93,487,328	$3,500,000	$3,890,000	$3,668

As seen in Table 19, the proposed Project (Alternative 3 Phase I) has higher capital and annual costs than the "Do Nothing" Alternative. However, most of the benefits resulting from the implementation are difficult to quantify, as they include climate change and environmental impacts, as well as improved water supply quality and reliability.

4.5 Waste-Stream Discharge Treatment

The following waste streams will be involved in the Project: screenings, grit, primary sludge, secondary sludge and RO brine.

The WWTP currently has a mechanical bar screen and a grit chamber to remove debris and solid materials from the wastewater. These screenings and grit are then hauled offsite to a landfill.

Downstream of the headworks, there are two primary clarifiers that separate settleable solids from wastewater. After primary treatment, the effluent flows to the Trickling Filters then the secondary clarifiers, which separate biological floc from the treated wastewater. Sludge from the primary and secondary clarifiers is processed by two primary anaerobic digesters. A second-stage digester is used as a sludge holding tank before dewatered sludge is sent to the sludge drying beds. Sludge is allowed to dewater in these beds and is then hauled offsite for final disposal.

For Phase I of the Project, an additional primary clarifier will be added to the treatment process for redundancy in the system and to allow for peak flows in the WWTP influent. Additionally, the Trickling Filters will be replaced by MBR treatment, and the secondary clarifiers will be decommissioned. Therefore, the sludge from the primary clarifiers will combine with the waste activated sludge from the MBR system, rather than from the secondary clarifiers, to be processed by the digesters.

An additional waste stream that will be included in the Project is RO brine from the RO system. There is expected to be around 0.035 MGD of RO brine that will require approximately 15 acres of salt evaporation ponds and 10 evaporators. This amount will increase as recycled water demand increases and more RO modules are needed. The brine evaporation ponds will be constructed on the WWTP property near the existing percolation ponds.

4.6 Alternative Technologies

Four viable biological treatment options were selected for evaluation to treat the anticipated average daily flow of 3.6 MGD. The treatment alternatives include:

1. Return Flow from Trickling Filter Effluent to Primary Clarifier
2. Conventional Activated Sludge
3. Moving Bed Biofilm Reactor
4. Membrane Bioreactor

See Appendix F for the Nitrogen Removal and Plant Reliability Technical Memo comparing the four alternatives. Due to its high effluent water quality, operational ease, flexibility to meet more stringent permit regulations, and scalability, a Membrane Bioreactor was recommended in the Technical Memo to be considered for future implementation.

5. ECONOMIC ANALYSIS

5.1 Introduction

The following sections provide an economic analysis of the Project compared to other alternatives.

5.2 Economic Analysis

Currently, no non-potable water reuse is being practiced in the City, and the effluent from the City's WWTP is discharging to percolation ponds that Banning gains no benefits from. Producing reclaimed water would significantly enhance the City's drinking water reliability and increase its economic advantage because of the sustainable growth and profit from selling the WWTP effluent to irrigation customers. The City has taken significant steps in establishing a water recycling program in the City including:

- Identifying existing and future customers that can utilize recycled water
- Serving existing customers from non-potable groundwater wells
- Constructing 24-inch backbone pipelines that extend across the City with easy access to existing customers that can utilize recycled water and future recycle water customers

When the proposed facilities are complete (Phase I is constructed), the City will be able to convert all non-potable wells to potable, thus benefiting from the investments made in drilling and equipping these wells.

At this time, the City uses imported water for groundwater replenishment. By supplying these irrigation customers with a reclaimed local water supply instead of pumped groundwater (as is currently done), this will reduce the amount of required imported water for the City, thereby reducing the City's overall water costs.

Another economic benefit of the Project is its impact on City growth. City growth is dependent on the availability of water supplies to meet various demands for new City population. Increasing the reliability of drinking water will therefore allow the City to meet its needs for growth.

As mentioned in Section 2.6, there is a compliance order from RWQCB that limits the TN from the WWTP. MBR, the selected treatment system, will be a reliable process that would meet these requirements. Among the alternatives proposed in Section 4.6, MBR would produce the best water quality. With the addition of RO, effluent from the WWTP would consistently meet the Beaumont Basin Plan requirements as well, allowing the City to supply recycled water to Sun Lakes Country Club and the remaining customers with significant irrigation demand.

5.3 Cost Comparison of Alternatives that Would Satisfy Demand of Proposed Project

See **Section 4.4** for a cost comparison of the proposed alternatives.

5.4 Description and Benefits of Water Supply Alternatives

Table 20 below compares the non-monetary criteria of the three Alternatives.

Table 20. Non-Monetary Criteria

	Alternative 1	Alternative 3 (Phase I only)
Regulatory Compliance	1	5
Reliability/Process Robustness	2	5
Enhancement of Indirect Potable Reuse	1	2
Groundwater Quality Enhancement	1	5
Flexibility for Future Water Reuse	1	5
Operational Simplicity	5	4
Ease of Implementation/Funding	5	5
Total	**16**	**31**

As seen in Table 20, the proposed Project (Alternative 3 Phase I) has a higher ranking in terms of non-monetary criteria than the "Do Nothing" alternative (Alternative 1). Alternative 1 will keep the current WWTP system as is, keeping facilities that have reached their end of life, and therefore remaining non-compliant with the impending Board Order restrictions. Therefore, Alternative 1 is ranked the lowest in terms of regulatory compliance, enhancement of indirect potable reuse, groundwater quality enhancement, and flexibility for future water reuse. Alternative 3 (Phase I only) is ranked the highest for regulatory compliance, reliability/process robustness, groundwater quality enhancement, and flexibility for future water reuse, as this alternative involves upgrading the treatment from the existing Trickling Filters to MBR to meet Board Order requirements and Title 22 standards (with the addition of chlorine disinfection).

5.5 Alternative Most Likely to be Implemented in Absence of Project

The Alternative that would most likely be implemented in the absence of the Project is Alternative 1 – do nothing.

However, In order to meet the impending Board Order TN restriction which will exceed the WWTP treatment capacity, the biological treatment process at the WWTP would need to be upgraded regardless of whether the WWTP effluent was used for reclaimed water purposes.

5.6 Qualitative Benefits and Justification of Water Reclamation

The non-quantifiable benefits are numerous. The sustainable recycled water supply will be tolerant to drought and will benefit the City's customers through improved water supply reliability.

Another benefit is the reduction of reliance on imported water and the implementation of regional management of water supplies and groundwater quality.

Reclaiming treated wastewater also has environmental impacts. By using a local supply of water, energy is saved by not pumping imported water from the Bay Delta. By not using water resources imported from other regions, more water is available for environmental uses in those areas. Additionally, since onsite treatment systems and the existing WWTP do not effectively remove nitrate from wastewater, another benefit of this Project would be the reduction of the amount of nitrate that percolates into the groundwater. This would not only help the City meet the Board Order requirements, but also alleviate the rising nitrate levels observed in some wells in the Region.

6. SELECTION OF THE PROPOSED WATER RECLAMATION PROJECT

6.1 Introduction

This section describes the benefits of water reclamation for the City.

6.2 Justification of Water Reclamation as Selected Alternative

The Project meets the objective of providing a cost-effective non-potable water supply. The Project has numerous qualitative and environmental benefits. These benefits are as follows:

- Increases local supply of non-potable water,
- Improves non-potable water supply reliability,
- Environmental benefits,
    - Reduction of nitrate in the groundwater,
    - Energy savings from less imported water from the Sacramento-San Joaquin Delta,
    - Decreases demand on the regional wholesale water agency, SGPWA, which makes more water available for environmental uses from imported supply areas,
    - Reduces the use of existing diversions from natural watercourses. By implementing the Project, the City will reduce dependence on imported water supplies which are diverted from natural watercourses in the Sacramento-San Joaquin Delta

The proposed facilities do not pose significant impacts to the environment and the City does not anticipate opposition to the Project. No obstacles have been identified that would prevent implementation of the project.

6.3 Analysis of Water Reclamation

6.3.1 Reduction, Postponement, or Elimination of Development of New or Expanded Water Supplies and Reduction of Diversions of Natural Water Courses

To the extent that agencies like the City of Banning can develop local supplies, the wholesale agencies forego the need to expand their own supply sources or can reduce their reliance on other sources. Most of the imported supplies are obtained from diversions from natural water courses, including the Sacramento and San Joaquin Rivers. Local supply projects like this Project result in reduced development efforts by the wholesalers.

6.3.2 Reduction of Demand on Existing Federal Water Supply Facilities

The California State Water Project (SWP) and the federal Central Valley Project share the Sacramento-San Joaquin Delta as a water supply. The imported water supply utilized by the SGPWA and the City comes from the SWP facilities. Although the Project would not reduce demand on the federal facilities, it could indirectly reduce the demand on the shared state and federal supply.

6.3.3 Reduction, Postponement, or Elimination of new or Expanded Wastewater Facilities

This Project involves expansion of limited processes, including a new primary clarifier. Although the two existing primary clarifiers at the plant accommodate an average flow of 3.6 MGD, they do not allow for peak flow of redundancy. Therefore, a new primary clarifier will be installed to handle daily peak flow rate. The rest of the facilities at the plant are sized for the expected influent flow of 3.6 MGD and will not require expansion.

Expanding the primary treatment system and upgrading other systems at the WWTP, including headworks, secondary treatment, and digester facilities, will eliminate the need for a new wastewater facility.

7. ENVIRONMENTAL CONSIDERATIONS AND POTENTIAL EFFECTS

7.1 Introduction

This section describes the potential environmental impacts and effects of the proposed Project, the environmental analysis and documentation prepared to date, how the project will affect water supply and water quality, and a discussion of public outreach and regional cooperation. The governing laws are the State of California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

7.2 Potential Environmental Impacts and Effects

The City does not anticipate that the Project will have significant impacts on endangered or threatened species, public health or safety, hydrology and water quality, regulated waters of the United States, or cultural resources. The City does not anticipate that the Project will have significant environmental effects as defined by State and federal environmental laws. As such, the City will prepare a Negative Declaration to obtain CEQA coverage and expects that USBR will adopt a Finding of No Significant Impacts (FONSI) to obtain NEPA coverage for the Project. The City completed an Initial Study-Mitigated Negative Declaration (IS-MND) in October 2007. The IS-MND covered significant elements of the current proposed project. The findings of the October 2007 IS-MND were either "Less Than Significant Impact" or "No Impact". The City has identified the potential environmental impacts described in Table 21, along with best management practices (BMPs) and potential mitigation measures.

Table 21. Potential Environmental Impacts and Mitigation Measures

Potential Impact	Potential Mitigation
Air quality and greenhouse gases	An air quality analysis will be completed as part of the CEQA analysis. Project construction will comply with local air quality requirements. Typical dust control measures, such as watering and reducing off-road vehicle speeds, will be employed. Project operations will be evaluated for consistency with the State GHG reduction targets found in AB 32 and SB 32. Emissions from operation of the proposed facilities are not expected to exceed applicable significance thresholds.
Biological resources	Construction of the project facilities is not expected to impact biological resources. Biological resources will be surveyed prior to design and sensitive species and their habitats will be avoided in the project design. The Project is not expected to impact wetlands or waters of the U.S. as regulated by U.S. Army Corps of Engineers, RWQCB, and California Department of Fish and Wildlife. The Project will comply with adopted Habitat Conservation Plans and Natural Community Conservation Plans.

	Operation of the Project is not anticipated to affect biological resources as all O&M activities will be constrained to the WWTP and associated brine minimization and drying beds, Operation will be sustainable and will have no impact on riparian and aquatic habitats.
Cultural resources	No Cultural resources are known to exist on the Project site. Cultural resources will be surveyed prior to design and the Project will be designed to avoid any identified cultural sites. Onsite construction monitoring mitigation may be necessary to ensure that discovery of any previously unidentified archeological resources is handled appropriately. The City will comply with California Assembly Bill 52 regarding formal consultation with Native American tribes about the proposed Project.
Hydrology and water quality	The City will characterize the RO brine (concentrate) discharge to the evaporation (drying) beds to verify quality of the solids before final disposal. The proposed Project is not within the 100-year floodplain. During the design This conclusion will be confirmed. Hydrologic impacts, including erosion and siltation during construction of the proposed facilities would be minimized through compliance with existing regulations, including enrollment in an NPDES construction general permit, completion of a storm water pollution prevention plan, and implementation of required BMPs.
Groundwater levels, supplies, and recharge during operation	The Project will result in directing a portion of the WWTP effluent for non-potable water reuse. This will reduce the amount of WWTP effluent currently discharged to the percolation ponds. The Project will not impact any drinking wells.
Transport, use, and disposal of hazardous materials during construction and operation	The RO system will use a variety of chemicals typically used in water treatment, possibly including scale inhibitors, membrane cleaning solutions, chlorine, ammonia, and caustic soda. Some of the chemicals will be delivered to the plant while others may be generated on-site. Chemical storage will have full containment structures to prevent spills along with alarms. Proper handling of these chemicals will be incorporated into the Standard Operating Procedures. Compliance with existing regulations is expected to minimize impacts to a less than significant level.

Noise	Construction noise is considered a nuisance and is regulated by the City's Noise Ordinance. The majority of construction activities for the Project will be in the vicinity of the WWTP which is located in an isolated part of the City. Construction equipment will be fitted with approved mufflers and other measures may be utilized to comply with the existing regulations.
Traffic impacts during construction	Construction traffic associated with the proposed facilities construction will be temporary, and the impacts will be insignificant. Construction traffic controls will be employed to reduce public hazards.

7.3 Public Outreach

The majority of the proposed facilities will be within the footprint of the existing WWTP. As such the City does not anticipate any public opposition to this Project. Also, the City will add significantly needed upgrades to its WWTP, which would enhance its reliability. The City plans to implement more public outreach and enhance publicity for the proposed Project. The upgraded WWTP and non-potable reuse are expected to promote growth in this disadvantaged community.

The City has constructed a significant portion of the non-potable reuse conveyance system, and this Project would complement the completed facilities.

7.4 Effect of Historic Properties

The City does not anticipate that the project will have any adverse effects on historic properties. The majority of construction will be within the WWTP footprint.

7.5 Avoiding Public Health and Environmental Quality Issues Associated with Use of Reclaimed Water

The proposed treatment facilities for the WWTP upgrades including MBR and partial RO will result in a reliable high-quality effluent suitable for non-potable reuse for irrigation purposes. The effluent water quality will consistently meet all State Title 22 requirements.

The City will apply the treatment technologies described in Section 4.2 so that the product water will meet state and federal non-potable reuse water quality requirements for irrigation purposes. The primary requirements are outlined in the State Title 22 requirements. The City will work closely with the SWRCB the State's enforcement agency, in developing and permitting the Project. Typical steps include:

- Meetings and coordination,
- Submittal of the Project application,

- Review and approval of the preliminary design,
- Review and approval of the project plans and specifications, and operating plan,
- Inspection of plant construction and witness of start-up testing, and
- Amendment of the City's discharge permits.

Future phases of the Project include groundwater recharge of the Banning groundwater storage unit. The planned upgrades at the WWTP will incorporate space and hydraulic head for additional advanced treatments to be added in the future.

8. LEGAL AND INSTITUTIONAL REQUIREMENTS

8.1 Introduction

This section focuses on the legal and institutional requirements which must be considered prior to implementation of the Project. The following is a discussion of water and wastewater rights, legal and institutional requirements, interagency agreements, permitting requirements, unresolved issues, and wastewater discharge requirements.

8.2 Analysis of Water Rights Issues

There are no anticipated water rights issues potentially resulting from implementation of the proposed project. Through various adjudications and overlying water rights, the City owns and operates the sources of water supply (WWTP and groundwater wells).

8.3 Discussion of Legal and Institutional Requirements with Potential to Affect Implementation of Project

8.3.1 Department of Water Resources – Sustainable Groundwater Management Act

The Sustainable Groundwater Management Act (SGMA) was passed by the California State Legislature in September 2014, establishing new requirements for groundwater management in medium and high priority groundwater basins. The act requires the development and implementation of Groundwater Sustainability Plans (GSPs) for each groundwater basin and subbasin. The GSP must contain objectives and actions to achieve and maintain groundwater sustainability and to avoid the undesirable results of overdraft. SGMA also requires the establishment of Groundwater Sustainability Agencies (GSAs) to oversee development and implementation of GSPs and provides authority to GSAs to sustainably manage groundwater. Local water authorities and counties have primary responsibility and authority for the development and implementation of GSPs and GSAs; however, the State has been given authority to intervene if specific requirements are not met.

8.3.2 Groundwater Sustainability Agencies

SGMA requires that high and medium priority groundwater basins, as designated by the California Department of Water Resources (DWR), create groundwater sustainability agencies by June 30, 2017. The bill authorizes any local agency or combination of agencies to become a GSA with the purpose of developing and implementing GSPs in order to meet the goals and standards of sustainable management of groundwater basins as described in SGMA. Multiple GSAs and GSPs in a single basin are allowed under the law; however, multiple GSPs within a basin must be coordinated and meet all requirements for achieving sustainable groundwater management within the entire groundwater basin or be subject to state intervention. A combination of agencies creating a GSA can be formed by a joint powers agreement, a memorandum of agreement, or other legal agreement.

8.3.3 Groundwater Sustainability Plans

SGMA requires that GSAs develop and implement groundwater sustainability plans. GSPs must be completed by January 31, 2020 for basins deemed by DWR to be in critical overdraft. For all remaining medium and high priority basins, GSPs must be completed by January 31, 2022. Implementation of the GSPs must result in groundwater quantity and quality sustainability within 20 years (by 2040 or 2042 based on the basin overdraft situation). DWR may grant up to two extensions of an additional five years to GSAs to achieve sustainability upon a showing of good cause. If the GSPs are not completed within the above timeframe, or if the SWRCB, in consultation with DWR, determines that groundwater sustainability is not being achieved in the time given, authority for developing and implementing a GSP will be designated to the RWQCB.

8.3.4 San Gorgonio Pass Subbasin

The SGP Subbasin (DWR Basin 7-021.04) is located in Southern California between the San Bernardino Mountains to the north, the San Jacinto Mountains to the south, Coachella Valley to the east and San Bernardino Valley to the west. The SGP Subbasin adjoins the San Timoteo Groundwater Subbasin to the west and the Indio Subbasin to the east. The SGP Subbasin boundaries generally correspond to the DWR's California's Groundwater Bulletin 118.

The San Gorgonio Pass (SGP) Subbasin (7-021.04) is one of several alluvial basins and subbasins identified by the California Department of Water Resources (DWR) as being in a medium-priority subbasin in Bulletin 118 (2003). Beginning in 2015, GSAs within the SGP Subbasin formed to address the long-term reliability of groundwater through the development a single GSP. The SGP Subbasin GSP (SGP GSP) was developed in a coordinated fashion by the Desert Water Agency GSA, San Gorgonio Pass GSA, and Verbenia GSA with the goal of achieving sustainability for the SGP Subbasin as a whole. The SGP GSP was adopted by the respective GSAs and submitted to DWR on January 25, 2022, ahead of the January 31, 2022, deadline.

The SGP GSP jurisdiction includes the Desert Water Agency GSA, San Gorgonio Pass GSA, and Verbenia GSA. Desert Water Agency GSA consists of the Desert Water Agency. San Gorgonio Pass GSA consists of Banning Heights Mutual Water Company (MWC), the City of Banning, Cabazon Water District (WD) and San Gorgonio Pass Water Agency (SGPWA). Verbenia GSA consists of Mission Springs WD and SGPWA. The SGP Subbasin GSAs are not required to develop a Coordination Agreement. Despite this, the GSAs entered into a cooperative Memorandum of Agreement for development of the GSP and grant funding. The three GSAs have cooperatively worked together to coordinate SGP GSP development. The SGP Subbasin includes a portion of an adjudicated area, known as the Beaumont Basin, that resides outside the Plan Area. Since it was previously adjudicated, the portion of the Beaumont Basin located in the SGP Subbasin is not subject to SGMA regulations.

8.3.5 Santa Ana River Basin Plan

An updated Water Quality Control Plan for the Santa Ana River Basin (Basin Plan) was adopted by the Regional Board on March 11, 1994, approved by the State Water Resources Control Board (SWRCB) on July 21, 1994, and approved by the Office of Administrative Law (OAL) on January 24, 1995. The Basin Plan identifies the Region's ground and surface waters, designates beneficial uses for those waters, establishes water quality objectives for the protection of those uses, prescribes implementation plans and establishes monitoring and surveillance programs to assess implementation efforts. Amendments to the Basin Plan to incorporate a revised Total Dissolved Solids and Nitrogen Management Plan (Salt Management Plan) into the 1995 Basin Plan were approved by the Regional Board on January 22, 2004, by the State Water Resources Control Board on October 1, 2004 and by the Office of Administrative Law on December 23, 2004. The surface water standards provisions of the amendments were approved by the U.S. Environmental Protection Agency on January 20, 2007. This amendment included revised groundwater subbasin boundaries (now called management zones), revised TDS and nitrate-nitrogen (nitrate-N) groundwater quality objectives, revised TDS and nitrogen waste load allocations, revised reach designations, and revised TDS and nitrogen objectives and beneficial uses for specific surface waters.

Antidegradation water quality objectives set forth by the Basin Plan amendment restricted the use of recycled water for irrigation and groundwater recharge for certain groundwater management zones, including the Beaumont Management Zone (BMZ) and the San Timoteo Management Zone (STMZ). In particular, the ambient TDS concentrations of these management zones exceeded the antidegradation objectives, meaning that no assimilative capacity existed for which the Regional Board could allocate the use of the City's recycled water within the BMZ or STMZ. Under the antidegradation objectives, the use of recycled water would require mitigation even though the reuse would not materially impact future TDS concentrations or impair beneficial uses. Thus, alternative maximum-benefit objectives were specified for the BMZ and the STMZ. The maximum-benefit objectives were established based on demonstrations by the involved agencies that antidegradation policies were satisfied.

Discharge of recycled water over the BMZ by the City of Banning as a result of the project will be in full adherence to the requirements set forth in the Basin Plan.

8.4 Discussion of Need for Multi-Jurisdictional or Interagency Agreements

As the sole retail supplier of water in the service area, and the agency responsible for wastewater processing, the City of Banning is able to produce recycled water for distribution within its service area without agreements with any other agency.

8.5 Discussion of Permitting Procedures Required

The following permits will be required for the Project:

1. DDW Title 22 Permit

2. California State Water Resources Control Board General Permit (combining Non-Discharge National Pollutant Discharge Elimination System [NPDES], Waste Discharge Requirement [WDR], and Waste Recharge Requirements [WRR])
3. AQMD
4. CEQA (IS-MND)

A Title 22 Engineering Report is required to be submitted for approval by DDW for meeting water quality requirements of the treated recycled water and groundwater recharge requirements. After the WWTP's design documents are finalized, the City will submit the necessary reports, analyses, and applications to obtain required permits from both DDW and the RWQCB.

As described in Section 7, the City will prepare a Negative Declaration to obtain CEQA coverage for the Project in parallel with Project design.

8.6 Discussion of Unresolved Issues Associated with Implementing Proposed Project

There are no unresolved issues associated with implementing the proposed project.

8.7 Identification of Current and Proposed Discharge Requirements

The current discharge requirements for the WWTP are laid out in the RWQCB Board Order, which describes the WDRs and other terms and conditions of operation for the WWTP.

The Board Order can be found in Appendix G.

8.8 Rights to Wastewater Discharges

The City's rights to groundwater extraction are in Table 5 in Section 2.3.

9. FINANCIAL CAPABILITY OF SPONSOR

9.1 Introduction

The City has developed an implementation schedule and general funding plan that demonstrates that at the Feasibility Study stage, the City has the financial capability if the project moves to construction.

9.2 Schedule

The proposed schedule for the Project includes three phases, however only Phase I will be implemented in the near term. In Phase I, the RO system for Well NP-1 and WWTP upgrades will be installed, as well as the recycled water laterals for Banning High School, Dysart Park, and Lions Park.

The preliminary and final design of Phase I is expected to be completed by the 2nd quarter of 2026. Design includes initiating the necessary permits, completing CEQA/NEPA documentation, completing design, going out to bid, obtaining the authority to award the construction contracts, awarding contracts, and issuing notices to proceed.

The first step of construction for Phase I will be installing the Well NP-1 upgrades, including the RO system and brine evaporation ponds, and WWTP upgrades, including the new MBR facility, primary clarifier, chlorine tank, and lab and control building. Once easements have been obtained for the recycled water laterals, construction of the laterals will occur in parallel with construction of the WWTP upgrades. Development and testing of the new facilities will follow. Phase I is estimated to be completed in 3 years by the 4th Quarter of 2027, as shown in Table 22 on the following page.

Table 22. Project Schedule – Phase 1

Project Component	Duration	2024				2025				2026				2027			
		Q1	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**	**Q1**	**Q2**	**Q3**	**Q4**
Well NP-1 RO System and Brine Evaporation Ponds	12 months																
Predesign	3 months																
Final design	3 months																
Bidding	3 months																
Construction/startup	3 months																
WWTP Upgrades	33 months																
Predesign	6 months																
Final design	6 months																
Bidding	3 months																
Construction/startup	18 months																
Recycled Water Laterals	24 months																
Easements	6 months																
Bidding	3 months																
Design	6 months																
Construction/development	6 months																
Testing	3 months																

9.3 Willingness and Capability of the City of Banning to Fund the Project

The Project will be funded through the City's capital replacement and operating budgets, as well as development activity revenues via the City's local development impact fee program. The City also has the capability to fund projects through debt issuance.

9.4 Project Funding Plan

9.4.1 Operating Budgets

The City owns and manages both a water utility and wastewater utility as individual self-supporting enterprises. Therefore, the utilities must develop financial plans that provide sufficient revenues to meet all operation and maintenance expenses, water purchases, wastewater treatment, debt service requirements, capital improvements funded from current revenues, and other expenditures.

In 2022, the City Council of the City of Banning approved a Water and Wastewater Rate Study (Rate Study). The Rate Study developed financial plans that projected operating revenue, expenses, and capital financing costs for the utilities over a five-year planning period beginning July 1, 2022 and ending June 30, 2027. The financial plans projected future rate revenues under existing rates, operation and maintenance (O&M) expenses, principal and interest expense on debt, transfers, and capital improvement program (CIP) requirements.

For the water utility, the Rate Study identified:

- **Operation and Maintenance Expenses:** The O&M expenses increase from $7.9M in FY 2023 to $10.0M in FY 2027.
- **Debt Service:** There is an existing revenue bond with an annual payment of $2.0M. There is no future debt planned.
- **Capital Improvements**: The CIP identified an average of $6.2M per year in capital projects from FY 2023 to FY 2027.
- **Reserves:** Continue to maintain the operating fund reserve level. The operating fund reserve is designed to help cover fluctuations in day-to-day expenses. The new target, consistent with industry reserve guidelines, will be 90 days of O&M expenses, a change from the existing 10% of O&M expenses and debt service payments.

For the wastewater utility, the Rate Study identified:

- **Operation and Maintenance Expenses:** The O&M expenses increase from $3.7M in FY 2023 to $4.6M in FY 2027; increases in cost to operate and maintain the proposed Wastewater Treatment Plant and Recycled Water Upgrades Project are included as part of the Rate Study projections.

- **Debt Service:** There is an existing revenue bond with an annual payment of $290k associated from a 2019 Refunding Revenue Bond. The City anticipates a net debt issuance of $25.0M in FY 2025, which will add an annual payment of $1.9M starting in FY 2025. The primary expense for the new debt issuance is for the Wastewater Treatment Plant and Recycled Water Upgrades Project. The Rate Study ensures the appropriate level of debt service coverage.
- **Capital Improvements**: The CIP identified an average of $12.1M per year in capital projects from FY 2023 to FY 2027.
- **Reserves:** Continue to maintain the operating fund reserve level. The operating fund reserve is to help cover fluctuations in day-to-day expenses. The scheduled target will be 90 days of O&M expenses, a change from the existing 10% of O&M expenses and debt service payment.

The revenue requirements listed above for the water and wastewater utilities set the basis for the development of suitable rate schedules to produce revenues adequate to meet financial needs while recognizing customer costs of service. In November of 2022, City Council held a public hearing resulting the approval of the rate increases for a period of five years as shown in Table 23.

Table 23. Rate Increases

Fiscal Year	Effective Month	Water Utility	Wastewater Utility
FY 2022-2023	January	10.75%	40.00%
FY 2023-2024	July	0.00%	25.00%
FY 2023-2024	January	10.75%	25.00%
FY 2024-2025	January	10.75%	3.00%
FY 2025-2026	January	10.75%	3.00%
FY 2026-2027	January	10.75%	3.00%

There is a current fund balance in the Water Operations Fund of $17.5M and a fund balance in the Wastewater Operations Fund of $3.7M.

In addition to operating and capital revenues related to rates, the City has continued to charge a monthly Tertiary Surcharge of $2.72/month per account to fund capital improvements at the wastewater treatment plant. The Wastewater Tertiary Fund has a fund balance of $7.7M of which $7M would be allocated to the Proposed Project.

Additionally, the City has the capability to fund projects through either cash payment or debt issuance.

9.4.2 Development Impact Fees

In 2018 the City Council of the City of Banning completed and approved an Integrated Master

Plan (2018 IMP) that evaluated the performance and condition of the City's potable water, wastewater and recycled water system (future) systems under current and future conditions through year 2040. The 2018 IMP includes a capital improvement plan (CIP) to guide the City in the planning and development of facilities required to meet system performance for existing and future customers.

In September 2019, the City Council approved new and updated the development impact fees, including impacts fees to cover the costs for water, recycled water, and wastewater facilities.

The Water Impact Fee fund balance is approximately $3.3M of which $1.5M would be allocated to the Proposed Project.

The Wastewater Impact Fee fund balance is approximately $10.8M of which $7.5M would be allocated to the Proposed Project.

The City of Banning is currently witnessing a significant amount of growth in the residential sector. It is expected the available funding in the utility impact fee funds will continue to increase allowing for additional allocations to the Proposed Project.

The City has the capability to fund projects through either cash payment or debt issuance.

Over time, staff will present updated rate studies to City Council in order to ensure that rate revenues are sufficient to cover ongoing operations, maintenance, replacement costs and debt service coverage obligations.

9.5 Other Funding Sources

The City is also considering, as possible funding sources, the Water Infrastructure Finance Innovation Act (WIFIA) and Clean Water State Revolving Fund (CWSRF).

10. RESEARCH NEEDS

The proposed water reclamation Project includes basic research needs and will solely use proven technologies and conventional system components. Further research to implement the proposed water reclamation project will not be necessary.

11. REFERENCES

Carollo Engineers, Inc. 2*006 Recycled Water Master Plan*. 2006.

Carollo Engineers, Inc. 2*018 Integrated Master Plan*. March 2018.

West Yost & Associates Engineering, Inc. and John Robinson Consulting, Inc. *2020 Urban Water Management*. June 2021.

Appendix A
RO Analysis Technical Memo

City of Banning

WWTP Upgrade OA Service

Draft Reverse Osmosis Analysis

Technical Memo

November 22, 2023









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EXECUTIVE SUMMARY

There are two potential sources of recycled water for the City of Banning, the Banning Wastewater Treatment Plant (WWTP) and a non-potable well (NP-1), however neither currently meets the Beaumont Basin Plan requirements for TDS and TN. In order to lower the TDS and TN at either source, a reverse osmosis (RO) treatment will need to be implemented. To recover around 1 MGD of available reuse water and obtain TDS and TN concentrations lower than the Beaumont Basin Plan requirements, the WWTP would require a 0.5 MGD RO system and the non-potable well would require a 0.8 MGD RO system.

The recommended approach is to treat NP-1 with RO now, since construction of the WWTP upgrades is not expected to finish for another 3 years. Once the WWTP is upgraded to tertiary standards, the RO system can be converted to treat the WWTP effluent, or a second RO system can be built and the RO-treated NP-1 and WWTP effluent can blend to serve recycled water customers.

1. BACKGROUND AND PURPOSE

The City's existing non-potable water system delivers recycled water from Well M7 to the Sun Lakes Country Club. The City has served an average of 0.76 MGD from Well M7 to the Sun Lakes Country Club in the years 2012 through 2014. However, the City eventually plans to convert Well M7 and Well M12 (another operational non-potable well) over to the potable water system by the end of year 2025 and year 2040, respectively, to supplement the potable water supply.

According to the 2018 San Gorgonio Integrated Master Plan, the existing potential recycled water demand for the City of Banning is around 1.49 MGD: 0.76 MGD average day demand (ADD) from Sun Lakes Country Club, 0.20 MGD ADD from Five Bridges Development, 0.03 MGD ADD from Neighborhood Park, 0.08 MGD ADD from Dysart Park, 0.19 MGD ADD from Rancho San Gorgonio, 0.16 MGD ADD from Banning High School, and 0.07 MGD ADD from Lions Park. Based on recent discussions with the City, the aim will be to serve Sun Lakes Country Club first, and Banning High School, Dysart Park, Lions Park, Rancho San Gorgonio, Neighborhood Park and Five Bridges Development in the near-future.

In order to meet these recycled water demands, the City has plans to upgrade the existing wastewater treatment plant (WWTP) to meet tertiary standards. The City has already begun constructing an additional 3.4 miles of pipeline to connect the existing recycled water pipes to the wastewater treatment plant (WWTP) and to NP-1 located adjacent to the WWTP.

In addition to these standards, in order to serve Sun Lakes Country Club, which is located over the Beaumont Basin, the WWTP effluent must also meet the Beaumont Basin maximum benefit objectives of 330 mg/L for TDS and 5 mg/L for TN. With a current average TDS of 390 mg/L and an expected TN of 7.74 mg/L, once secondary treatment at the plant is upgraded to MBR, the WWTP effluent does not meet either of these objectives.

Near the WWTP is a non-potable well, NP-1, that may be able to supply water to these irrigation customers in place of the WWTP until the plant is upgraded to tertiary standards. The capacity of the well is 800 gal/min, or 1.15 MGD, and is expected to be fully operational within the next few months. Like the WWTP, the water quality of the well does not meet the Beaumont Basin maximum benefit objectives. Based on an analytical report from August of 2023, the average TDS and TN of NP-1 is 430 mg/L and 17 mg/L, respectively.

The purpose of this technical memo is to determine the best strategy for supplying recycled water to the City of Banning.

2. TDS AND TN MASS BALANCES

In order to reduce TDS and TN levels at either the WWTP or NP-1, the most effective treatment method is reverse osmosis (RO). This section describes the RO treatment systems and final effluent quality at each location. In order to meet the current recycled water demand for Sun Lakes Country Club, the assumed output goal for available reuse water for both the WWTP and NP-1 is around 1 MGD.

Various recovery rates were analyzed for the proposed RO treatment system, including 75%, 80%, and 93%. Based on expected costs of brine treatment for each of the recovery rates, it was determined that maximizing RO recovery is the most cost beneficial. At this time, 93% recovery for a two-stage RO system is feasible based on the source water quality, and therefore TDS and TN mass balances in the following section assume a 93% recovery rate.

For both options, the proposed RO systems were sized to treat the final combined effluent to just below the Beaumont Basin Plan requirement (i.e., Beaumont Basin maximum benefit objective) for TN. For lower final combined effluent TN concentrations, additional RO treatment capacity can be added to the systems.

2.1 Option 1

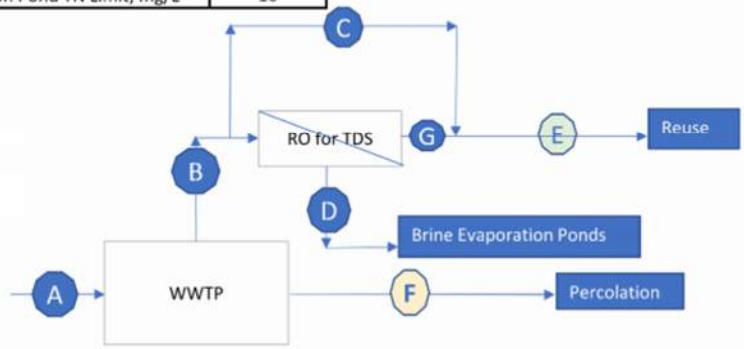
This first option involves treating a percentage of the WWTP effluent with RO for recycled water irrigation use. Since the WWTP must meet tertiary standards in order to be recycled, an MBR, chlorination tank, and RO system would all need to be implemented for this alternative. Therefore, this process involves sending 1 MGD of the approximately 3.6 MGD WWTP influent through the MBR from the primary clarifiers, then to the chlorination tank; the remaining 2.6 MGD will continue discharging to the percolation ponds.

After disinfection, 0.5 MGD of this 1 MGD flow will be sent to the two-stage RO system and the remaining 0.5 MGD will blend with the RO permeate. Assuming 93% recovery, around 0.035 MGD of the RO treated 0.5 MGD will be converted into brine. This brine will be sent to mechanical evaporators and salt evaporation ponds that will be located near the RO facility. These salt evaporation ponds will require around 8 acres of surface area and will be designed to meet the Title 27 requirements described in Section 2.4. The 0.47 MGD RO permeate will combine with the 0.5 MGD WWTP effluent for a total of 0.97 MGD available for reuse.

The TDS and TN of the 0.97 MGD reuse water will be about 207 mg/L and 4.4 mg/L, respectively, meeting the Beaumont Basin Plan requirements of 330 mg/L for TDS and 5 mg/L for TN. The water quality of the remaining WWTP effluent that will discharge to the percolation ponds will remain unchanged, with a TDS of 390 mg/L TDS and TN of 7.5 mg/L. These concentrations are both below the California Regional Water Quality Control Board, Colorado River Basin Region's (RWQCB) Board Order R7-2016-0015 (Board Order) percolation limits of 440-490 mg/L for TDS and 10 mg/L for TN. See Figure 1 for the detailed mass balance of this option, including the evaluated available reuse water for 93%, 80% and 75% RO recovery.

Figure 1. WWTP TDS Mass Balance

Target TDS for reuse; mg/L	330
Percolation Pond TDS Limit; mg/L	440-490
Target TN for reuse; mg/L	5
Percolation Pond TN Limit; mg/L	10



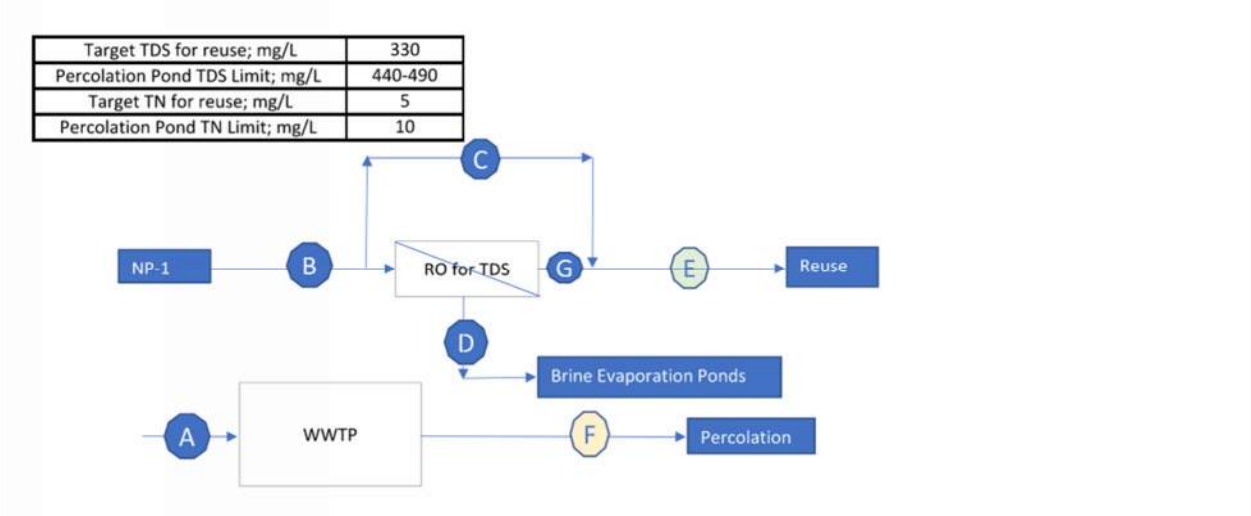
RO Recovery			A	B	C	D	E	F	G
93		Flow, mgd	3.6	1	0.5	0.04	0.97	2.60	0.47
		TDS, mg/L	390	390	390	5438.57	207	390	10
		TN, mg/L	7.5	7.74	7.74	99.78	4.4	7.5	1
80		Flow, mgd	3.6	1	0.50	0.10	0.90	2.60	0.40
		TDS, mg/L	390	390	390	1910	221	390	10
		TN, mg/L	7.5	7.74	7.74	35.45	4.7	7.5	1
75		Flow, mgd	3.6	1	0.50	0.13	0.88	2.60	0.38
		TDS, mg/L	390	390	390	1530	227	390	10
		TN, mg/L	7.5	7.74	7.74	28.52	4.8	7.5	1

2.2 Option 2

The second alternative involves treating NP-1 with RO for recycled water irrigation use. For this option, 1 MGD will be pumped from NP-1. Of this 1 MGD, 0.8 MGD will flow to the two-stage RO system, and 0.2 MGD will blend with the RO permeate. Assuming 93% recovery, there will be approximately 0.056 MGD of RO brine, which will be sent to mechanical evaporators and salt evaporation ponds located near the RO facility. These salt evaporation ponds will require around 15 acres of surface area and will be designed to meet the Title 27 requirements described in Section 2.4. The 0.74 MGD RO permeate will blend with the 0.2 MGD non-treated water from the well for a total of 0.94 MGD available for reuse.

The final TDS and TN of the 0.94 MGD recycled water will be about 99 mg/L and 4.0 mg/L, respectively, below the Beaumont Basin Plan requirements. The water quality of the WWTP effluent that discharges to the percolation ponds will remain unchanged, with a TDS of 390 mg/L TDS and TN of 7.5 mg/L, both below the RWQCB Board Order percolation limits. See Figure 2 for the detailed mass balance of this option, including the evaluated available reuse water for 93%, 80%, and 75% RO recovery.

Figure 2. NP-1 TDS Mass Balance



RO Recovery			A	B	C	D	E	F	G
93		Flow, mgd	3.6	1	0.2	0.06	0.94	3.6	0.74
		TDS, mg/L	390	430	430	6010	99	390	10
		TN, mg/L	7.5	16	16	217.78	4.0	7.5	1
80		Flow, mgd	7.5	1	0.20	0.16	0.84	3.6	0.64
		TDS, mg/L	390	430	430	2110	110	390	10
		TN, mg/L	7.74	16	16	76.75	4.4	7.5	1
75		Flow, mgd	3.6	1	0.20	0.20	0.8	3.6	0.60
		TDS, mg/L	390	430	430	1690	115	390	10
		TN, mg/L	7.74	16	16	61.56	4.6	7.5	1

2.3 RO Facility Siting

Among the potential recycled water demands, the Sun Lakes Country Club with a demand of 0.76 MGD is the only one located over the Beaumont Basin. As such, an RO facility can be sized for the demand by the Sun Lakes Country Club and be located near the service connection. Brine from the RO facility would be discharged back into the sewer and treated at the WWTP.

The capital costs for this option would be smaller than siting the RO facility near the WWTP and NP-1 well. However, locating the RO facility at the service connection has significant drawbacks including:

1. The remote O&M will result in higher operations costs.
2. The brine flow will be discharged to the sewer and treated again at the WWTP. If treatment Option 1 is pursued, the return brine will result in gradual increase in the WWTP TDS level.
3. If lower TDS levels become important for the other potential users, it would be much harder to implement in the future.
4. Having the location by the WWTP allows for future brine management such as evaporation ponds.

Because of these drawbacks, it is recommended that the RO facility be located near the WWTP.

2.4 Title 27 Requirements

The discharge of the RO to the brine evaporation ponds is subject to regulation under the California Code of Regulations, Title 27 Environmental Protection (27 CCR), Division 2 Solid Waste. This liquid-designated waste must be contained in a Class II surface impoundment constructed with a double liner and a leachate collection and removal system (LCRS) per CCR, Title 27. As part of the CCR, Title 27 requirements, the Discharger is also required to monitor the surface impoundments, including the vadose zone and groundwater beneath the site.

In order to comply with this regulation, the design of the evaporation ponds will include several layers of protection and monitoring capabilities. The uppermost layer will consist of a 60-mil textured HDPE primary liner, which will prevent leachate from migrating below the ponds. A second 60-mil HDPE drain liner will make up the bottom of the LCRS. The bottom liner is defined as the free-draining vadose zone monitoring system (VZMS).

This LCRS system will be designed to detect any leaks and collect any moisture that may develop in the LCRS. The bottom liner will capture any liquid that leaks through the upper primary liner, with the liquid being collected in a sump area for collection and removal. The sump will be continuously monitored using a level switch that will be installed in the monitoring tube of the LCRS sump.

3. COST ESTIMATE

3.1 Option 1

The order of magnitude costs for Option 1 are detailed below. The capital costs required for the WWTP effluent to meet tertiary standards include MBR, disinfection, an RO system, as well as brine evaporation ponds and mechanical evaporators.

WWTP	
MBR – 3.6 MGD	$52,887,000
Chlorination Tank – 3.6 MGD	$2,377,700
RO System – 0.5 MGD	$1,619,000
Brine Evaporation Ponds and Mechanical Evaporators	$5,256,100
TOTAL	**$62,139,800**

3.2 Option 2

The order of magnitude cost for Option 2 is detailed below. The capital costs required for NP-1 to meet non-potable standards are an RO system as well as brine evaporations ponds and mechanical evaporators.

NP-1	
RO System – 0.8 MGD	$3,497,500
Brine Evaporation Ponds and Mechanical Evaporators	$2,948,000
TOTAL	**$6,445,500**

4. RECOMMENDATIONS

It is recommended to implement Option 2 now and Option 1 once the upgrade of the WWTP is complete. The time of construction to upgrade the WWTP, including building the new MBR and chlorination tank, is estimated to take approximately 3 years. Therefore, in order to serve the current recycled water demands from Sun Lakes Country Club within these 3 years, a 1 MGD RO system for NP-1 can be built now. Once the construction for the upgrades of the WWTP is finished, depending on the recycled water demand at this time, either the RO system used for NP-1 can be converted for WWTP effluent use or a second 1 MGD RO system can be built for the WWTP effluent. If a second RO system is installed, the NP-1 and WWTP effluent, post RO-treatment, will blend to satisfy the recycled water demands, thereby keeping NP-1 in commission.

Appendix B
Rancho San Gorgonio Water Supply Assessment

JAN 23 2015
fc

WATER SUPPLY ASSESSMENT

RANCHO SAN GORGONIO SPECIFIC PLAN

CITY OF BANNING

COUNTY OF RIVERSIDE

STATE OF CALIFORNIA

PREPARED BY:

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Prepared for:

Rancho San Gorgonio, LLC

January 26, 2015

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1. Executive Summary

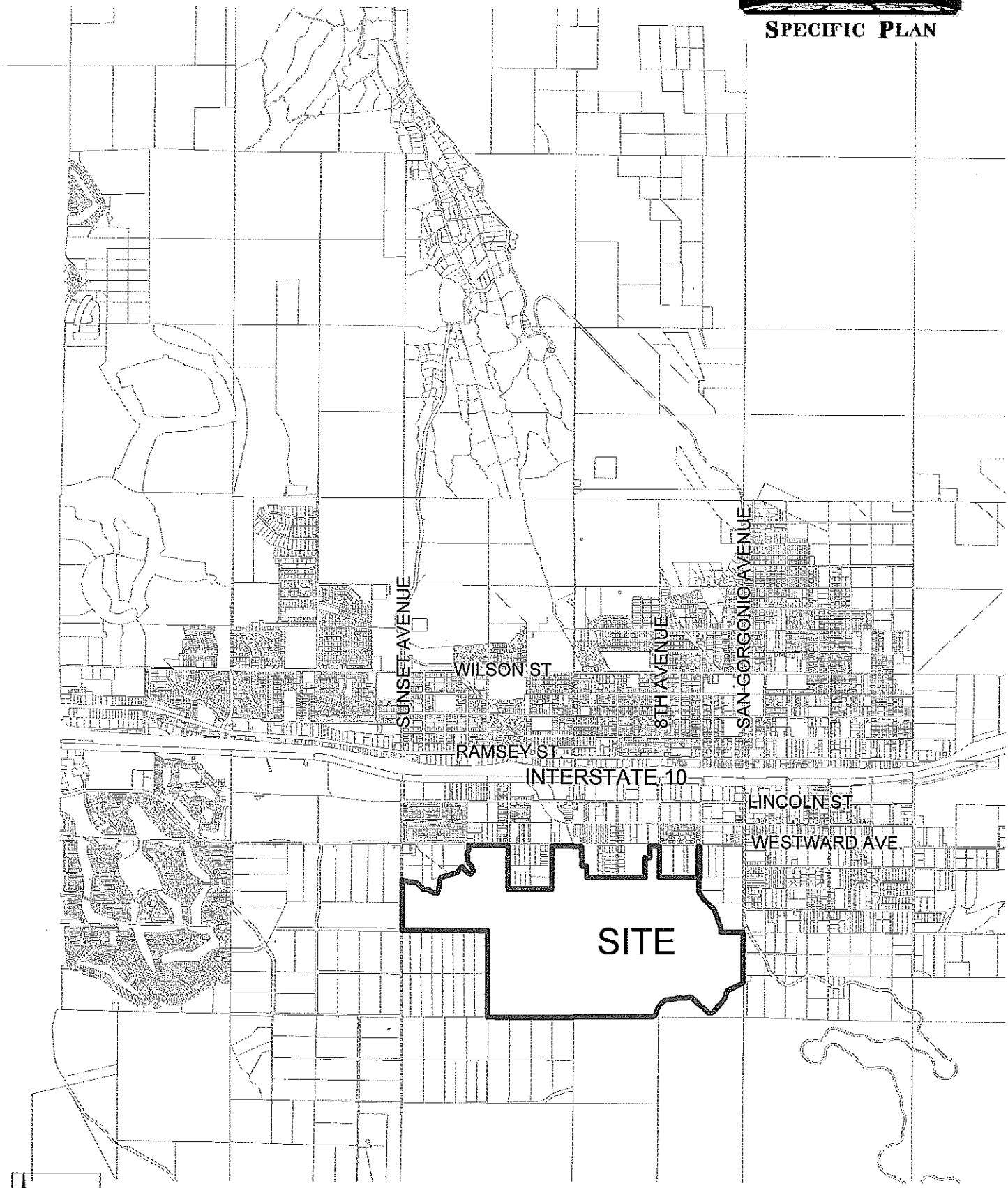
Rancho San Gorgonio is a master planned community proposed in the city of Banning, Riverside County, California. Located on approximately 831 acres on the south side of the city, including approximately160 acres to be annexed from the county, up to 3385 residences are anticipated, among other uses and amenities.

Due to the size of the project, state law requires a Water Supply Assessment be prepared to ensure there will be an adequate supply of water for the project and the city over the next twenty years.

The city had an Urban Water Management Plan prepared, last updated in 2010, that describes in detail the various sources of water, the confidence in long-term reliability of those sources, the quality of those sources, and the projected demand for water within the city from now until buildout of the city.

The UWMP was the primary resource and was used as a basis for this WSA. Based on information provided in the UWMP, an assessment is made herein of the change this project will have on what was anticipated with the UWMP. Planning ahead to a built-out condition, there will be an estimated increase in population of 5243 due to this project, resulting in an increase in demand for water of 1,583 acre-feet/year.

As outlined in the UWMP and supporting reports, the city has a solid source of water, and due to a growing water account balance within the underground water basin, it is determined by this WSA that there will be an adequate supply of water to serve the project and city based on existing and projected supply and demand calculations.



Vicinity Map

2. Water Supply Assessment

2.1. Introduction

A Water Supply Assessment (WSA) is mandated by state law, SB 610, in general for any project proposing 500 or more new residences. SB 610 stipulates when and how WSA's are needed and completed. As the city of Banning is both the land use agency and the water supplier for the proposed Rancho San Gorgonio Master Planned Community, and accompanying Specific Plan, the city is responsible for ensuring the WSA is prepared in accordance with SB 610. Madole & Associates, Inc., and Encompass Associates, Inc., were contracted to prepare the WSA by Rancho San Gorgonio, LLC, for the benefit of the city of Banning.

This WSA is based upon the City of Banning Urban Water Management Plan (UWMP), which is anticipated to have final approval this year. Data pertaining to historical supply and demand is taken from the UWMP. Projections can then be made for the increase in demand from the proposed Rancho San Gorgonio development.

Per SB 610, this WSA "must address whether the projected supply for the next 20 years - based on normal, single dry, and multiple dry years - will meet the demand projected for the project plus existing and planned future use..." The following three issues must be addressed:

1. Assess water received in prior years from (and provide supporting documentation):
    a. Water supply entitlements
    b. Water rights
    c. Water service contracts
2. If no water received in prior years, identify other water suppliers
3. If the source includes groundwater, follow the related guidelines as applicable.

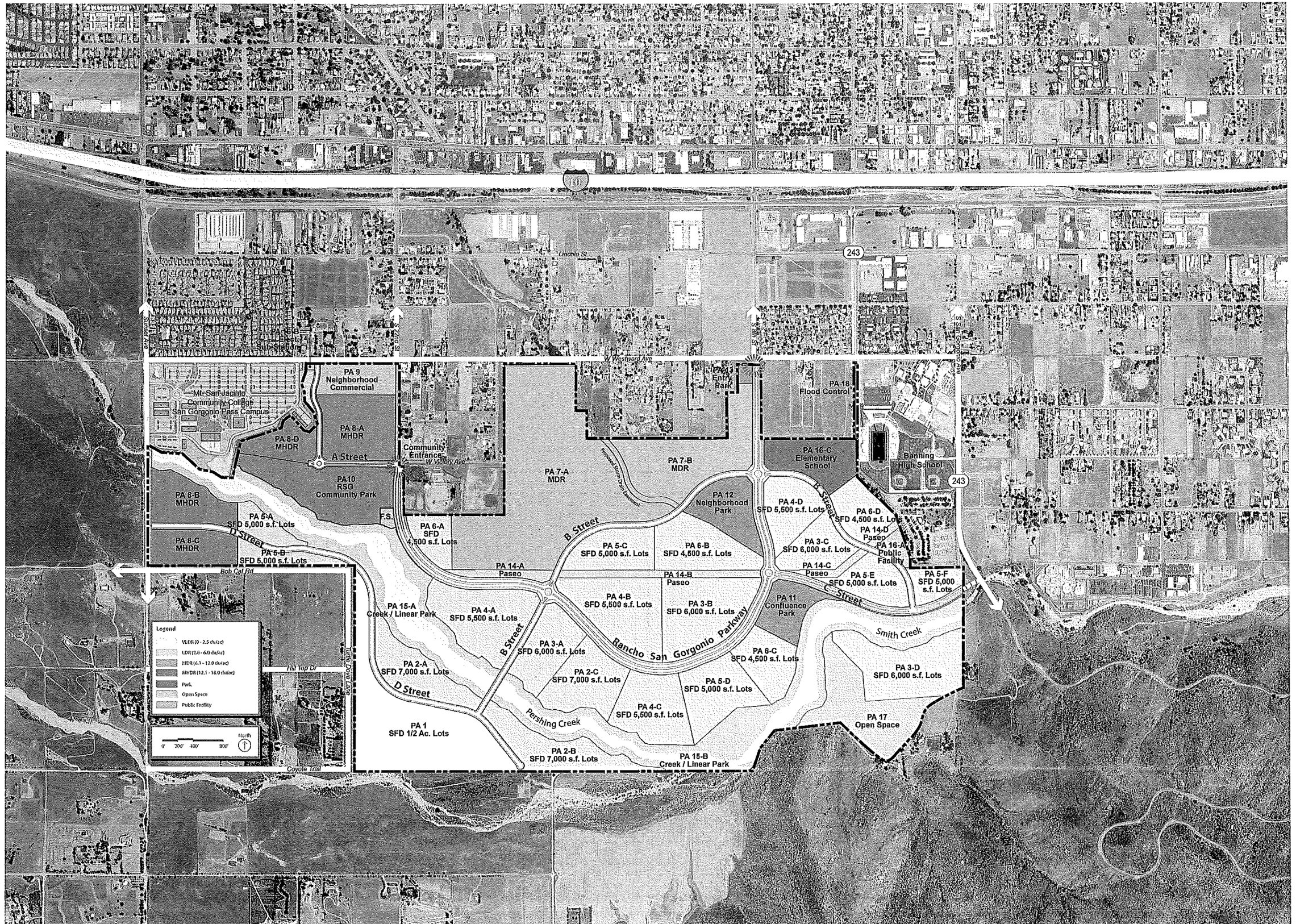
From these three inquiries, the city of Banning can determine if there is sufficient water supply for the proposed project. If there is insufficient supply, the WSA must set forth plans to acquire the necessary supply, including the estimated cost thereof, the permits required, and the estimated timeframe for supply acquisition.

2.2. Proposed Project Description

Rancho San Gorgonio is a master planned community proposed in the city of Banning, California, comprising approximately 830.8 acres. The site is south of Interstate 10, generally situated between Sunset Avenue and San Gorgonio Avenue, south of Westward Avenue. A portion of the property is in unincorporated Riverside County, and will be annexed into the city limits as part of the development process.

The proposed project will consist of up to 3385 dwelling units, almost 49 acres of neighborhood and community parks, over 160 acres of paseos and open space, and 81 acres of right-of-way and utility easements. (Exhibit 2-1)

A mix of residential properties is proposed, including single-family detached in a variety of lot sizes up to half-acre lots, as well as multi-family residences. Numerous parks are planned throughout, with amenities anticipated to include a community center, picnic areas, pedestrian, bicycle and equestrian trails, and athletic fields. See Table 2-1 for a breakdown of land uses, dwelling units, and acreages.


10
Lincoln St
243
Sunset Ave
Soboba Rd
W Westward Ave
PA 9
Neighborhood
Commercial
Mt San Jacinto
Community College
San Gorgonio Pass Campus
PA 8-A
MHDR
PA 8-D
MHDR
A Street
Community
Entrance
W Victory Ave
PA10
RSG
Community Park
PA 8-B
MHDR
PA 8-C
MHDR
PA 6-A
SFD 5,000 s.f. Lots
D Street
PA 6-B
SFD 5,000 s.f. Lots
Bob Cat Rd
PA 6-A
SFD
4,500 s.f. Lots
F.S.
PA 7-A
MDR
PA 7-B
MDR
Proposed Storm Drain Easement
PA 12
Neighborhood
Park
PA 4-D
SFD 5,500 s.f. Lots
PA 16-C
Elementary
School
Banning
High School
PA 18
Flood Control
B Street
PA 5-C
SFD 5,000 s.f. Lots
PA 6-B
SFD 4,500 s.f. Lots
PA 6-D
SFD 4,500 s.f. Lots
PA 14-D
Paseo
PA 3-C
SFD 6,000 s.f. Lots
PA 16-A
Public
Facility
PA 14-A
Paseo
PA 14-B
Paseo
PA 14-C
Paseo
PA 5-E
SFD 5,000 s.f. Lots
PA 5-F
SFD 5,000
s.f. Lots
C Street
PA 15-A
Creek / Linear Park
PA 4-A
SFD 5,500 s.f. Lots
PA 4-B
SFD 5,500 s.f. Lots
PA 3-B
SFD 6,000 s.f. Lots
PA 11
Confluence
Park
Rancho San Gorgonio Parkway
Smith Creek
PA 3-A
SFD 6,000 s.f. Lots
PA 6-C
SFD 4,500 s.f. Lots
PA 2-A
SFD 7,000 s.f. Lots
PA 2-C
SFD 7,000 s.f. Lots
PA 5-D
SFD 5,000 s.f. Lots
PA 3-D
SFD 6,000 s.f. Lots
D Street
Pershing Creek
PA 4-C
SFD 5,500 s.f. Lots
PA 17
Open Space
PA 1
SFD 1/2 Ac. Lots
PA 2-B
SFD 7,000 s.f. Lots
PA 15-B
Creek / Linear Park
Hill Top Dr
Coyote Trail
Legend
VLDR (0 - 2.5 du/ac)
LDR (2.6 - 6.0 du/ac)
MDR (6.1 - 12.0 du/ac)
MHDR (12.1 - 16.0 du/ac)
Park
Open Space
Public Facility
0' 200' 400' 800'
North

Planning Area	Land Use	Density Range	Target Density	Acreage	DU
PA 1	VLDR - Single Family Detached 1/2 Acre Lots	0-2.5	2.0	47.05	94
PA 2-A	LDR - Single Family Detached 7000 Lots	2.6-6.0	3.4	15.51	53
PA 2-B	LDR - Single Family Detached 7000 Lots	2.6-6.0	3.4	17.57	60
PA 2-C	LDR - Single Family Detached 7000 Lots	2.6-6.0	3.4	16.33	56
PA 3-A	LDR - Single Family Detached 6000 Lots	2.6-6.0	3.8	13.96	53
PA 3-B	LDR - Single Family Detached 6000 Lots	2.6-6.0	3.8	23.81	90
PA 3-C	LDR- Single Family Detached 6000 Lots	2.6-6.0	3.8	10.63	40
PA 3-D	LDR - Single Family Detached 6000 Lots	2.6-6.0	3.8	24.00	91
PA 4-A	LDR - Single Family Detached 5500 Lots	2.6-6.0	4.4	23.19	102
PA 4-B	LDR - Single Family Detached 5500 Lots	2.6-6.0	4.4	23.11	102
PA 4-C	LDR - Single Family Detached 5500 Lots	2.6-6.0	4.4	17.73	78
PA 4-D	LDR - Single Family Detached 5500 Lots	2.6-6.0	4.4	12.34	54
PA 5-A	LDR - Single Family Detached 5000 Lots	2.6-6.0	5.2	5.90	31
PA 5-B	LDR - Single Family Detached 5000 Lots	2.6-6.0	5.2	6.50	34
PA 5-C	LDR - Single Family Detached 5000 Lots	2.6-6.0	5.2	12.60	66
PA 5-D	LDR - Single Family Detached 5000 Lots	2.6-6.0	5.2	16.43	85
PA 5-E	LDR - Single Family Detached 5000 Lots	2.6-6.0	5.2	10.41	54
PA 5-F	LDR - Single Family Detached 5000 Lots	2.6-6.0	5.2	5.87	31
PA 6-A	LDR - Single Family Detached 4500 Lots	2.6-6.0	6.0	7.26	44
PA 6-B	LDR - Single Family Detached 4500 Lots	2.6-6.0	6.0	16.83	101
PA 6-C	LDR - Single Family Detached 4500 Lots	2.6-6.0	6.0	11.72	70
PA 6-D	LDR - Single Family Detached 4500 Lots	2.6-6.0	6.0	10.05	60
PA 7-A	MDR - 6.5	6.1-12.0	6.5	85.36	555
PA 7-B	MDR - 6.5	6.1-12.0	6.5	30.58	199
PA 8-A	MHDR - 18	12.1-18.0	18.0	18.50	333
PA 8-B	MHDR - 18	12.1-18.0	18.0	12.90	232
PA 8-C	MHDR - 18	12.1-18.0	18.0	11.70	211
PA 8-D	MHDR - 18	12.1-18.1	18.0	8.60	154
PA 9	Neighborhood Commercial (MHDR-18 Residential Overlay)	12.1-18.0	18.0	9.33	168
PA 9	Neighborhood Commercial (0.25 FAR)				
PA 10	RSG Community Park			25.00	
PA 11	Confluence Park			10.15	
PA 12	Neighborhood Park			12.70	
PA 13	Entry Park			1.08	
PA 14-A	Village Paseo			3.25	
PA 14-B	Village Paseo			6.01	
PA 14-C	Village Paseo			2.26	
PA 14-D	Village Paseo			1.03	
PA 15-A	Creeks / Creek Edge Linear Parks (100' Width)			54.83	
PA 15-B	Creeks / Creek Edge Linear Parks (100' Width)			67.17	
PA 16-A	Public Facility			2.42	
PA 16-B	Electrical Sub-station			0.20	
PA 16-C	Elementary School LDR SFD 4,500SF Overlay		6.0	14.00	84
PA 17	Open Space			25.70	
PA 18	Flood Control			1.10	
	Fire Station			1.00	
	Right-of-Way (Include Landscape Corridor)			77.17	
	TOTAL			**830.84**	**3,385**

Land Use	Acreage	DU	% of Total Ac.
VLDR	47.05	94	6%
LDR	301.75	1355	36%
MDR	115.94	754	14%
MHDR	51.70	930	6%
Neighborhood Commercial with Residential overlay*	9.33	168	1%
Elementary School with Residential Overlay**	14.00	84	2%
Parks & Open Space	209.18		25%
Right-of-way	77.17		9%
Public Facility	2.62		0%
Flood Control	1.10		0%
Fire Station	1.00		0%
TOTAL	**830.84**	**3,385**	**100%**

Distribution of Product Type	Density Range	Target Density	Acreage	DU	% of Total DU
Single Family Detached 1/2 Acre Lots	0 - 2.5	2.0	47.05	94	3%
Single Family Detached 7000 Lots	2.6 - 6.0	3.4	49.41	169	5%
Single Family Detached 6000 Lots	2.6 - 6.0	3.8	72.40	274	8%
Single Family Detached 5500 Lots	2.6 - 6.0	4.4	76.37	336	10%
Single Family Detached 5000 Lots	2.6 - 6.0	5.2	57.71	301	9%
Single Family Detached 4500 Lots	2.6 - 6.0	6.0	45.86	359	11%
Age Qualified	6.1 - 12.0	6.5	115.94	754	22%
Multi-Family Attached-18 *	12.1 - 18.0	18.0	61.03	1098	32%
TOTAL			**525.77**	**3,385**	**100%**

** 168 dwelling units (9.33 ac.) are dedicated to the residential overlay within PA 9.*

** * 84 dwelling units (14 ac.) are dedicated to the residential overlay within PA 16-C.*

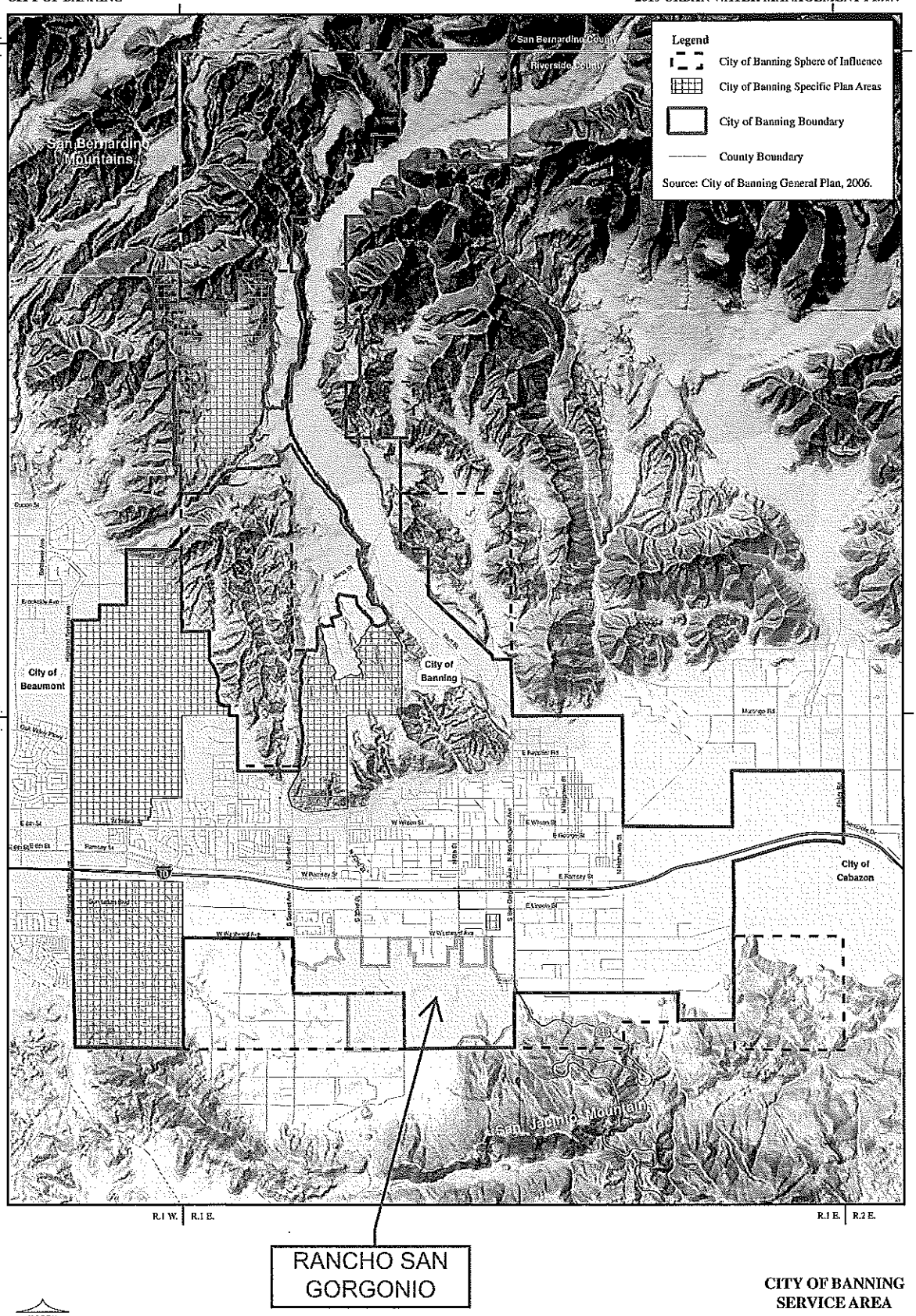
Table 2-1: Proposed Land Use with Maximum Buildout Density				
Type	Zoning Density	Target Dwelling Units per Acre	Acres	Maximum Dwelling Units
Single-Family Residential**	0.5-6	2-6	362.8	1533
Multi-Family Residential	12.1-18.0	18	51.7	930
Age-Qualified Residential	6.1-12.0	6.5	115.94	754
Mixed Use *	12.1-18.0	18	9.33	168
Parks & Open Space	n/a	n/a	209.18	0
Right-of-way	n/a	n/a	77.17	0
Public Facility	n/a	n/a	3.62	0
Storm Drain Easement	n/a	n/a	1.1	0
Future Development Area	n/a	n/a		0
			830.84	3385
			Increase:	**1986**
(see Table 4-2 below: 75% of currently projected buildout)				

*Neighborhood Commercial with Residential Overlay (9.33 ac dedicated to MFR)
**84 du (14 ac) are dedicated to the residential overlay within PA 16-C

3. Existing Water System and Supply

3.1. City of Banning Water System

The city of Banning is the utility provider of water and sewer services throughout the city, including areas outside city limits, within the sphere of influence (see Exhibit 3-1). All water is pumped from the various underground water basins via a network of wells. The pipeline system connects these wells and tank reservoirs together, broken up naturally by actual elevation differences and with pressure regulating devices into four pressure zones in order to serve all parts of the city (see Exhibit 3-2)



CITY OF BANNING SERVICE AREA

22-Jul-11

Prepared by: DWB. Map Projection: UTM 1927, Zone 11.

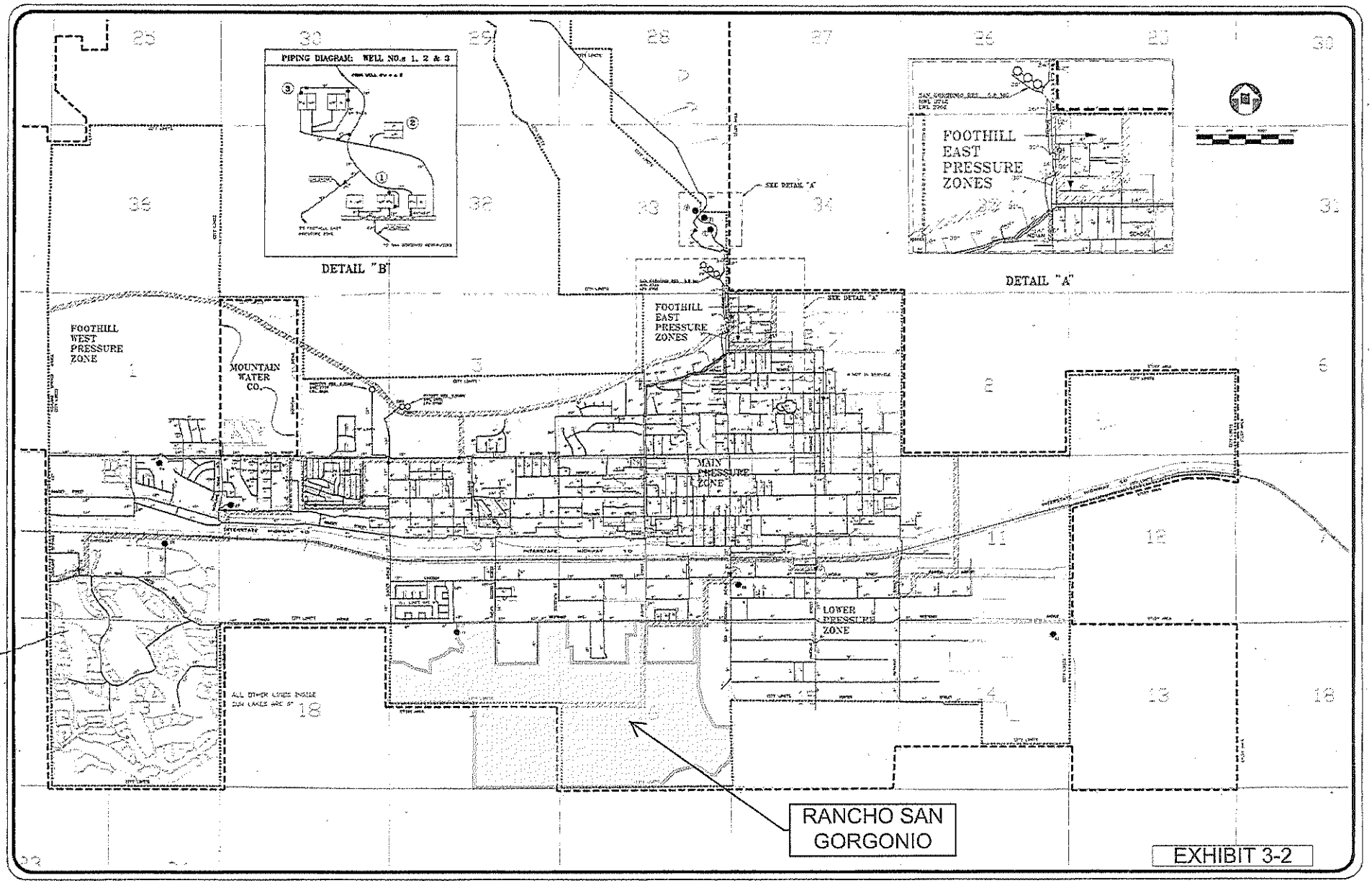
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GEOSCIENCE Support Services, Inc.
P.O. Box 220, Claremont, CA 91711
Tel: (909) 451-6650 Fax: (909) 451-6638
www.gsslwater.com

EXHIBIT 3-1

Figure 2-1



NBS LOWRY

EXISTING WATER SYSTEM
SOUTH AREA

LEGEND

- STUDY AREA BOUNDARY
- CITY LIMITS
- WATERLINE (WITH DIAMETER)
- RESERVOIR (WITH VOLUME, HIGH AND LOW WATER LEVELS)
- WELL
- SECTION LINE
- SECTION NO.
- PELTON WHEEL
- WELL PUMP
- MOTOR
- GENERATOR
- PRESSURE REDUCING VALVE (POINTS IN DIRECTION OF FLOW)
- VALVE (NORMALLY CLOSED)
- CHECK VALVE (DIRECTION OF FLOW INDICATED)

PLATE A

3.2. Current Sources of Water

All water enters the city system via pumping operations from the underground basins. All groundwater basins are geologic formations that, in one way or another, collect and retain water that percolates into the ground. There are different means of replenishing the underground water basin storage. Surface water naturally percolates into the ground during rainfall events, snow melt from the surrounding mountains and higher elevations, and from urban sources, "return flows", such as excess irrigation runoff. The city also purchases State Water Project (SWP) water through the San Gorgonio Pass Water Agency (SGPWA). Finally, the city has plans to utilize recycled water for nonpotable, irrigation demands, and by doing so, will free up the water supply for additional potable needs.

Table 4-1 from the UWMP summarizes current and future water supplies, and that table is replicated here. The various sources will be discussed further below, as summarized from Section 4 of the UWMP.

Table 3-1 - Current and Projected Water Supplies (Table 4-1 from the 2010 UWMP) [acre-ft]						
Water Supply Source	2010*	2015	2020	2025	2030	2035
Banning Storage Unit[1]	1218	1130	1130	1130	1130	1130
Banning Bench Storage Unit[1]	1472	1960	1960	1960	1960	1960
Banning Canyon Storage Unit[1]	3726	4070	4070	4070	4070	4070
Beaumont Storage Unit[2]	1372	2514	2514	2514	2514	2514
Cabazon Storage Unit[3]	565	1185	1405	1648	1916	2212
Recycled Water Supply[4]	0	1680	1680	1680	1680	1680
Return Flows from Recycled Water Irrigation[5]		420	420	420	420	420
Return Flows from Potable Residential Irrigation[6]	0	9	18	28	38	48
SWP Table A Entitlement[7]	1200	2595	2595	2595	2595	2595
Total	9552	15563	15792	16045	16323	16628

* 2010 values are actual supplies utilized by the City in 2010. The DWR Guidebook requires inclusion of 2010, however as the deadline for submittal of the UWMP has been extended to 2011, all 2010 values are not projections or estimates, but are actual values.

1) Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units, and Available Water Supply from the Beaumont Basin,Geoscience 2011.

2 City of Banning average annual production from City of Banning Wells within the Beaumont Storage Unit since the basin was adjudicated in 2004

3) Cabazon production supply includes approximately 710 acre-ft/yr, which has been the average annual production from the City of Banning Well C-6, and additional water which may be utilized by the City as described in Maximum Perennial Yield Estimates Report, Geoscience, 2011 (see Appendix F). See Section 4.2.7 for explanation of estimates. These values assume that Phase I of the WWTP Expansion will be completed by 2014, and 1,680 acre-ft/yr will be treated to Tertiary standards and used to offset potable demand, therefore the 1,680 acre-ft/yr is excluded from these estimates.

4) Values from Initial Study/Mitigated Negative Declaration, Wastewater Treatment Plant Expansion and Phase I Recycled Water System, May2008 prepared by the City of Banning Water/Wastewater Utilities Department. Assumes WWTP Phase I will be completed by 2015. It is assumed that supply will increase by 1.5 MGD/ 1,680 AFY every ten years.

5) Values include 25% return flow from all irrigation purposes inside and outside the BMZ for Phase I and Phase II WWTP expansion project assumes Phase I will be completed in 2014.

6) Values include 25% return flow from all irrigation purposes where potable water is used (50% of residential water use is used for landscape irrigation). Returns flows for Beaumont Storage Unit are not counted, as the City has an allotment of the Safe Yield. All return flows within the Beaumont Basin from imported water are dedicated for overdraft mitigation. Return flows in the Banning Storage Units are considered for developments projected for construction which will add new recharge to the storage units (total of 1,044 EDUs at build out - assumed to be 2061) along with 20X2020 conservation.

7) Assumes 60% SGPWA SWP average reliability per DWR's Final Reliability Report 9/27/10; Assumes Banning's allocation of available SWP water is 25% of SGPWA Allotment, assumes EBX-II is on line by 2014.

3.2.1. Groundwater

The project and the city of Banning, among other cities in the area, are situated over the San Gorgonio Pass Ground Water Basin. The basin is broken down into five sub-units, which are not totally independent from each other (see Exhibit 3-3).

3.2.1.1. Banning Storage Unit

The Banning Storage Unit is located substantially within the city limits, comprising the downtown area and beyond on both sides of Interstate 10. It is about 3.9 square miles in size, with an average thickness of 600 feet and up to 240,000 acre-feet of capacity (Geoscience 2011).

The city of Banning has exclusive pumping rights to the Banning Storage Unit. With the four wells currently installed within this unit, the city has pumping capacity up to 3,500 gpm, or 5,646 acre-ft/year. The Geoscience study (2011) determined the safe yield to be 1,130 acre-ft/year, which is what the UWMP includes for future production projections.

3.2.1.2. Banning Bench Storage Unit

The Banning Bench Storage Unit is located north of the Banning Storage Unit, mostly within the city limits, up to Banning Canyon. It is approximately 5.9 square miles in size, with an average thickness of 30 feet and up to 1500 acre-feet of capacity (Geoscience 2011).

The city of Banning also has exclusive pumping rights to the Banning Bench Storage Unit. Three wells within this unit produce 3,650 gpm, or 5,888 acre-ft/year. The safe yield was determined to be 1,960 acre-ft/year.

3.2.1.3. Banning Canyon Storage Unit

Extending a few miles north from Banning Bench, the Banning Canyon Storage Unit comprises the canyon area of the city. About 1.6 square miles, it has an average thickness of 161 feet and can store up to about 13,500 acre-feet (Geoscience 2011).

The Banning Canyon Storage Unit is the largest source of water for the city. The San Gorgonio River, and a diversion system from the Whitewater River, provide recharge for Banning Canyon. Eight wells within this unit produce 8,600 gpm, or 13,873 acre-ft/year. The safe yield has been determined to be 4,070 acre-ft/year.

3.2.1.4. Cabazon Storage Unit

Underlying the eastern portion of the city, the Cabazon Storage Unit extends easterly to the city of Cabazon. The Cabazon Storage Unit is about 27 square miles in size, has an average thickness of 350 feet, and can store up to 1,000,000 acre-feet.

The city does not have exclusive pumping rights for the Cabazon Storage Unit. One well within this unit can produce 900 gpm, or 1,452 acre-ft/year. However, the city is not producing from this well, as the WWTP currently discharges wastewater treated to a secondary standard, which does not meet domestic, potable water quality requirements. The city is anticipating utilizing the Cabazon Storage Unit to supplement the recycled water production capacity of the WWTP.

3.2.1.5. Beaumont Storage Unit

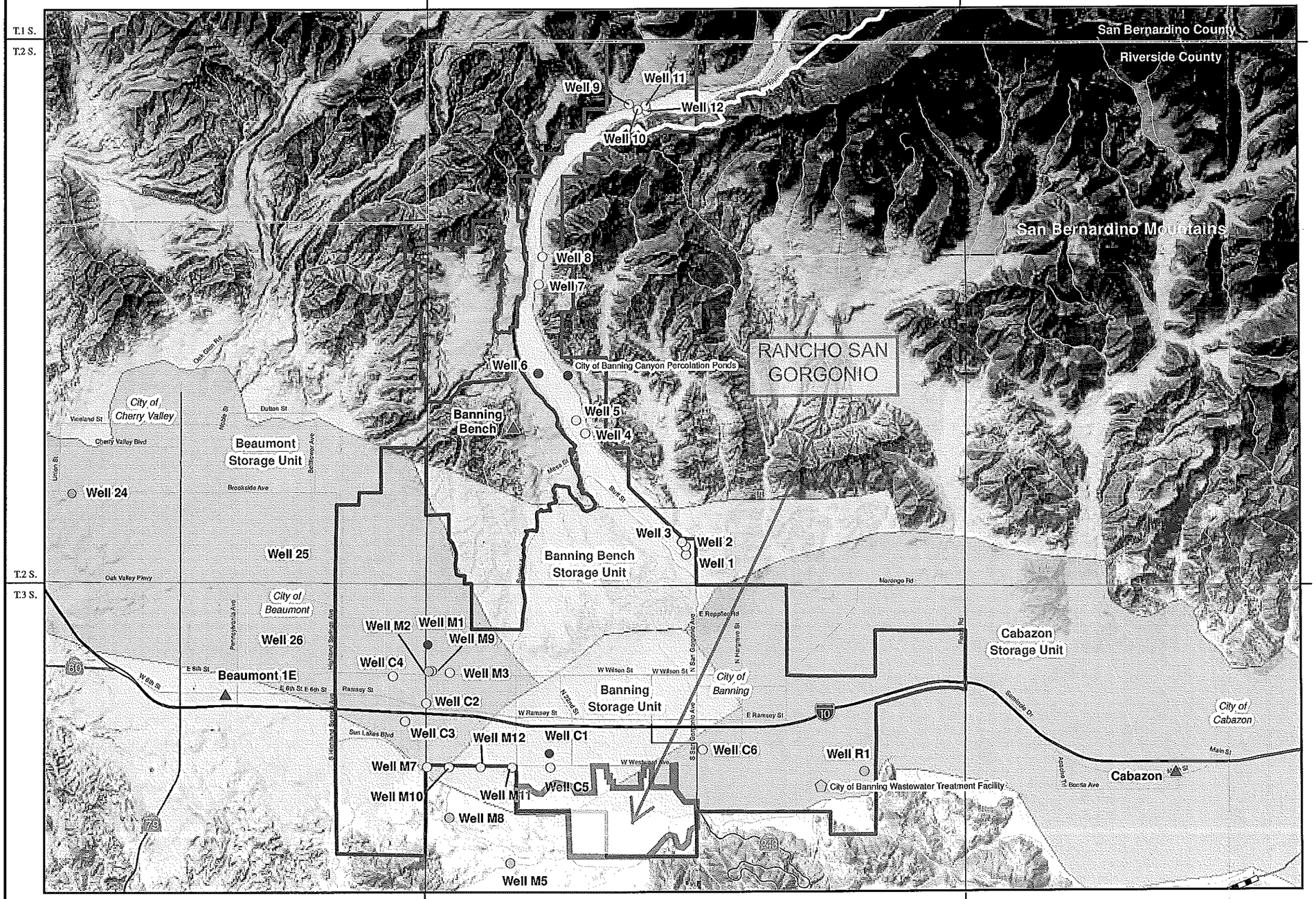
Located in mostly in the city of Beaumont, part of the Beaumont Storage Unit underlies the western portion of the city of Banning. It is approximately 20 square miles in size (2010 UWMP).

Extraction of water from the Beaumont Storage Unit has been adjudicated (see Section 6), with rights shared amongst the city of Banning, the Beaumont Cherry Valley Water District, the South Mesa Water District, and the Yucaipa Valley Water District.

Five wells within this unit, plus the city's share of three additional wells, produce 7,650 gpm, or 12,340 acre-ft/year. The judgment has given the city the right to pump 5,910 acre-feet annually through the year 2014. The basin Watermaster is required by law to re-evaluate the safe yield from the storage unit every ten years, and is due for a re-evaluation in 2014.

A summary of the historical well production, broken down by year and by Storage Unit, is included in Section 4.2.2 and Table 4-3 of the UWMP.

Currently, the city does not pump all of what is allotted, and therefore maintains a water account balance. Table 4-4 in the UWMP summarizes this account, and that table is included below.



CITY OF BANNING WELL LOCATIONS

EXPLANATION

City of Banning Well Classification

- Active Well
- Active Wells Co-Owned by the City of Banning and Beaumont Cherry Valley Water District
- Inactive Well
- Abandoned Well
- Destroyed Well

Cabazon — Riverside County Flood Control and Water Conservation District Weather Station

City of Banning Boundary

Colorado River Aqueduct

San Jacinto Tunnel

SCE Trans-Basin Diversion from the Upper Whitewater River Watershed

Ground Water Storage Unit Boundary (Source: USGS, 2006)

- Banning Bench
- Banning
- Beaumont
- Cabazon

NORTH

0 0.5 1 Miles

22-Jul-11

Prepared by: DWB. Map Projection: UTM 1927, Zone 11.

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GIS_proj/city_of_banning_2010_UWMP_7-11/0_Fig_4-3_well_locations_7-11.mxd

GEOSCIENCE

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www.gssiwater.com

EXHIBIT 3-3

Figure 4-3

UWMP Table 4-4 - Ground Water in Storage within the Beaumont Basin (Production Right) [acre-ft]						
Year	Appropriative Rights After Overlying Producers[1]	Controlled Overdraft of Annual Operating Yield[2]	Recharge of SWP[3]	Banning Production from Beaumont Storage Unit[4]	Transfers Among Appropriators[5]	Estimated Total Water in Storage[6] (Production Right)
2004	0	5,029	0	3,605		1,424
2005	0	5,029	0	1,879		4,575
2006	0	5,029	0	2,012	1,500	9,092
2007	0	5,029	0	2,962		11,159
2008	0	5,029	0	3,417		12,771
2009	1,492*	5,029	1,200	2,355		18,138
2010	1,645	5,029	1,200	1,372		24,640
2011	1,659	5,029	1,298	2,514		30,111
2012	1,618	5,029	1,298	2,514		35,541
2013	1,830	5,029	1,298	2,514		41,184
2014	1,805	0	2,595	2,514		43,069
2015	1,805	0	2,595	2,514		44,955
2016	1,805	0	2,595	2,514		46,841
2017	1,805	0	2,595	2,514		48,726
2018	1,805	0	2,595	2,514		50,612
2019	1,805	0	2,595	2,514		52,498
2020	1,635	0	2,595	2,514		54,214
2021	1,613	0	2,595	2,514		55,907
2022	1,591	0	2,595	2,514		57,579
2023	1,569	0	2,595	2,514		59,229
2024	1,547	0	2,595	2,514		60,856
2025	1,478	0	2,595	2,514		62,415
2026	1,456	0	2,595	2,514		63,952
2027	1,434	0	2,595	2,514		65,466
2028	1,411	0	2,595	2,514		66,958
2029	1,389	0	2,595	2,514		68,428
2030	1,328	0	2,595	2,514		69,837
2031	1,306	0	2,595	2,514		71,223
2032	1,284	0	2,595	2,514		72,588
2033	1,262	0	2,595	2,514		73,931
2034	1,240	0	2,595	2,514		75,251
2035	1,194	0	2,595	2,514		76,526

*It should be noted that there is a discrepancy between the reported City of Banning unused overlying water right allocation in 2009 as reported by the Sixth Annual Beaumont Basin Watermaster Report (1,405 acre-ft) and the value of 1,492 acre-ft as listed in the Draft Beaumont Management Zone Maximum Benefits Program Modeling Scenarios, 2011 Appendix A-3.

[1] Projected allocation of pumping rights per Appendix A-3 ("Projected Allocation of Pumping Rights for the 2004 Beaumont Basin Judgment") of the Draft Beaumont Management Zone Maximum Benefits Program Modeling Scenarios, prepared by Wildemuth Environmental, Inc. dated
March 18, 2011.

[2] Controlled overdraft assigned by the Beaumont Basin Judgment for the ten year period 2004 through 2012 (see Appendix G).

[3] State Water Project purchases reported by Watermaster for 2009 year. Values for purchases for 2010 year provided by the City of Banning. Projected Purchases (2011-2035) assumed to be 25% of annual delivery to SGPWA anticipated by the SWP Reliability Report (60% of the
maximum annual delivery of 8,650 acre-ft per year until 2013, when EBXII is assumed be online, SGPWA full Table A entitlement of 17,300 will be accessible).

[4] City of Banning production as reported by the City of Banning for years 2004-2010, production includes water received from BCVWD. For years 2011 through 2020, City of Banning pumping is assumed at the average annual pumping value of 2,514 acre-ft/yr.

[5] Transfer reported by Watermaster in the Sixth Annual Report of the Beaumont Basin Watermaster dated 2010, by the City from South Mesa

Mutual Water Company.

[6] Sum of columns 1, 2, 3 and 5 minus column 4, the product is added to the previous year Estimated Total Water in Storage. It should be noted that water in storage values differ from that of the 6th Annual Watermaster report due to fiscal vs. calander yeah reporting (i.e. 2009 values in the 6th Annual Report are as of September 30th 2009 and 2009 values shown in this table are as of December 31, 2009).

This account balance is included in the supply projections for the proposed project in Section4 below.

The project lies over the Banning and Cabazon Storage Units. The project is planning to implement various techniques that will increase percolation and recharge opportunities within the project area, which at a minimum will limit the decrease in percolation due to development. Conversely, the proposed infiltration basins, pervious pavement and other storm water quality best management practices could very well constitute an increase in recharge, as storm runoff will be captured and retained.

Natural percolation from large storm events is not generally very high in relation to the volume of runoff, however when a significant portion of that runoff is captured and retained, recharge will be enhanced. An estimate of the average volume of runoff that could be recharged is included in Section 3.2.2 below.

It should be noted that the excess pumping capacity in all five storage units provides the city with safeguards in case of emergencies and system maintenance.

3.2.2. Surface Water

As stated previously, surface water naturally recharges the underground water basin across the region, and most directly by the San Gorgonio River and the Whitewater River diversion. The Rancho San Gorgonio master planned community will further augment surface water recharge, through the network of infiltration and detention basins, that will capture not only small and large storm runoff, but "return flows" from irrigation overspray and other urban uses.

An estimate of the volume of stormwater recharge is included in Tables 3.2.2-1 and 3.2.2-2 below. The amount of infiltration that naturally occurs prior to the development of Rancho San Gorgonio is first estimated from the hydrology calculations included in the project Master Plan of Drainage (see calculation summary sheet at the rear of this report). The result of the analysis shown in Table 3.2.2-1 represents an average percentage of rainfall that will be infiltrated.

Table 3.2.2-1: 100-year 6-hour Storm within the limits of Rancho San Gorgonio		
Area	849.6	ac
Total rainfall (6-hr)	3.200	in
Peak rainfall volume (6-hr)	2,719	ac-in
Existing Condition		
Peak (volume) runoff (6-hr), from hydrology	103	ac-ft
	1,241	ac-in
Infiltration (total rainfall volume - runoff volume)	1,478	ac-in
Total Infiltration per in of rainfall, 1478 / 3.2 =	462	ac-in per in
Infiltration Yield per in of rainfall, 462 / 849.6 =	54%	

Next, it is assumed that the full average annual rainfall will either infiltrate as part of typical runoff or be captured by the infiltration basins proposed throughout the project. The infiltration basins are designed to contain the full 100-year 3-hour storm, which is a significant event and represents runoff in excess of typical, "average" storm events.

An average annual rainfall of 17.77 inches was used in this analysis, per the 2010 UWMP (page 12). As discussed above, this average rainfall quantity will be fully captured in the developed condition, however the increase in recharge due to the project is reduced by that which would occur naturally prior to development. The estimated increase in recharge is therefore 579 acre-feet per year per the table below.

Table 3.2.2-2: Estimation of Stormwater Recharge		
Annual Rainfall		
Average annual rainfall = total developed infiltration and capture = See 2010 UWMP (page 12)	17.770	in
Existing condition infiltration based on Annual Rainfall		
Existing condition infiltration, 0.54 x 17.77 =	9.596	in
Estimation of additional infiltration due to development		
Net additional infiltration due to development, 17.77 - 9.596 =	8.174	in
	579	ac-ft (per yr)

Surface water is not listed as a separate source in Table 3-1 above because it merely recharges basin storage unit pumping production.

3.2.3. State Water Project Water

The SGPWA currently purchases water from the SWP, and sells it to the cities in the region as needed. The city purchases water for the sole purpose of recharging the basin storage units.

The SGPWA has a contract for 17,300 acre-ft/year, but currently only has facilities that can deliver 8,650 acre-ft/year. Table 3-1 above includes the amount of SWP water the city expects to purchase from SGPWA in the future, based in part on long-term delivery reliability estimates, established by the Department of Water Resources.

3.2.4. Recycled Water

The city of Banning currently has no facilities to provide recycled water, however such facilities are under construction and anticipated to be in service in the next couple of years. The city anticipated a phased approach to providing recycled water, with the first phase providing 1,650 acre-ft/year, with similar capacities being added roughly every ten years thereafter, as demand increases.

Use of recycled water displaces what would have been domestic, potable water demand, and therefore is treated as a supply, up to the limit of the demand displacement.

3.3. Water Quality

Section 5.9 of the UWMP summarizes historical water quality data, and makes the conclusion that current water quality is excellent, and that there are no known reasons to expect future water quality to be any less so.

3.4. Water shortage/emergency contingencies

The city has adopted a Water Storage Contingency Plan in order to address emergency and disaster planning as related to water supply and fire suppression. Details are discussed in Sections 5.4 through 5.6 of the UWMP.

3.5. Current and Projected Demand

The methodology used to determine city-wide water demand in the UWMP was followed in this WSA. Table 3-8 in the UWMP defines the projected water use through 2035, broken down by land use type, as was determined based upon historical data.

Projected demand in UWMP is based on population growth and estimated per capita water use. The current city General Plan projects buildout in 2061, with a population of 80,226. This reflects a 2% population growth rate.

Current (2010) city water usage is calculated to be 229 gallons per capita per day. The projections follow state guidelines, which calculates to 315 gallons per capita per day (UWMP, page 37). However, state law currently in effect will require a 20% reduction in water use by the year 2020. Therefore, projected water use is reduced by 10% for 2015, and by 20% by 2020 and thereafter.

Table 3-2 Current Projected City-wide Water Demand - Based on Land Use Factors (Table 3-8, 2010 UWMP, with 20x2020 factored)

Water Use Sectors	Average % Use of Water Supply 2005-2010	2010	2015	2020	2025	2030	2035
Population		29603	32684	36086	39842	43989	48567
Per Capita Water Use [gpcd]		229	283	252	252	252	252
Single Family Residential	56.2%	4412	5833	5724	6320	6978	7704
Multi-family Residential	2.3%	120	240	236	260	288	317
Commercial/Institutional	26.2%	1908	2720	2669	2947	3254	3593
Industrial	1.2%	95	121	119	131	145	160
Irrigation	11.9%	939	1233	1211	1337	1476	1629
Other	1.1%	31	113	111	122	135	149
Sales to other Agencies	1.1%	82	116	113	125	138	153
Total [acre-ft/yr]		7586	10376	10183	11243	12413	13705

3.6. Assessment of Current Supply and Demand

Table 3-3 below is a summary of Tables 3-1, 3-2 and UWMP Table 4-4, providing an analysis of the city's projected surplus, as determined in the UWMP. Based on the current plan and projections, the city can meet future water needs.

Table3-3: Supply and Demand (20x2020) Comparisons - Current City UWMP with Water Basin Account Balance

	Average Water Years					
	2010	2015	2020	2025	2030	2035
Total Supply*	34,192	60,518	70,006	78,460	86,160	93,154
Total Demand**	7,586	10,376	10,183	11,243	12,413	13,705
Supply Surplus	**26,606**	**50,142**	**59,823**	**67,217**	**73,747**	**79,449**

*Total Supply equals the account balance from the Beaumont Basin (per Table 4-4 in the UWMP, as provided in Section 3.2.1.5 above) plus the Supply from Table 4-1 of the UWMP (Table 3-1 above).

**Total Demand is from Table 3-8 of the UWMP (Table 3-2 above).

4. Proposed Project

4.1. Proposed Project Buildout Estimate

Given current market conditions, which are subject to change, project buildout is anticipated to occur in 6 phases, one phase every three years, for a total duration of 18 years. With construction estimated to commence in 2016, buildout would occur by 2034. Table 4-1 below reflects a linear buildout trend, with an average of 2.64 persons per dwelling, as per the city General Plan.

Table 4-1 - Forecasted Project Buildout

Year	Dwelling Units	Population
2016	0	0
2017	188	496
2018	376	993
2019	564	1489
2020	752	1985
2021	940	2482
2022	1128	2978
2023	1316	3474
2024	1504	3971
2025	1692	4467
2026	1880	4963
2027	2068	5460
2028	2256	5956
2029	2444	6452
2030	2632	6948
2031	2820	7445
2032	3008	7941
2033	3196	8437
2034	3385	8936

4.2. Current UWMP Demand Comprising Project Area

The land comprising this proposed community is included in the current UWMP, including the 160 acres to be annexing into the city from the county (see Exhibit 3-1), however at lower densities than are proposed. Therefore, per Section 5 of SB 610, it must first be determined if the existing 20-year projections can meet the proposed increased demands. This WSA relies upon the UWMP and will only address the changes proposed with this master planned community.

Listed in Table 4-2 below is a summary of the land use zones that currently constitute the property being developed, from the city General Plan (see Exhibit 4-1). The total number of projected dwelling units will then be compared with what is proposed, and the increase in dwelling units is what will be used to assess the ability of the water supply, with future projections, to serve the proposed development. Note that as the City's General Plan assumes actual development will occur at about 75% of the maximum density, so too are the projected densities adjusted accordingly.

Table 4-2 - Existing Land Use with Projected Buildout Density

Type	Zoning Density	Dwelling Units per Acre	Acres	Maximum Dwelling Units	75% of Max. Density*
Ranch/Agriculture**	10 ac min.	0.10	149.49	8	6
Rural SFR	0-1 du/ac	1	26.78	26	20
Very Low SFR***	0-2 du/ac	2	545.57	1067	800
Low SFR	0-5 du/ac	5	0	0	0
Medium SFR	0-10 du/ac	10	14	140	105
Very High MFR	19-24 du/ac	24	26	624	468
Park	0 du/ac	0	0	0	0
Open Space (Resources)	0 du/ac	0	69	0	0
			848	1865	**1399**

*The City General Plan assumes 75% of maximum density for buildout conditions

**This Type is comprised of 8 parcels, all less than 20 acres, therefore only 8 units max

***Maximum units calculated by parcel, not by gross acreage

In order to determine the change in projected water demand due to the proposed project, an estimate of the change in dwelling units, or population, is first required. Table 4-3 below shows an evaluation of the change in dwelling units.

Table 4-3: Proposed Land Use with Maximum Buildout Density				
Type	Zoning Density	Target Dwelling Units per Acre	Acres	Maximum Dwelling Units
Single-Family Residential**	0.5-6	2-6	362.8	1533
Multi-Family Residential	12.1-18.0	18	51.7	930
Age-Qualified Residential	6.1-12.0	6.5	115.94	754
Mixed Use *	12.1-18.0	18	9.33	168
Parks & Open Space	n/a	n/a	209.18	0
Right-of-way	n/a	n/a	77.17	0
Public Facility	n/a	n/a	3.62	0
Storm Drain Easement	n/a	n/a	1.1	0
Single-Family Residential**	0.5-6	2-6	362.8	1533
			830.84	**3385**
			Increase over current zoning:	**1986**
(see Table 4-2 above: 75% of currently projected buildout)				

*Neighborhood Commercial with Residential Overlay
(9.33 ac dedicated to MFR)

Table 4-4 below provides a comparison of current versus proposed population, broken down in 5 year increments for inclusion in the calculations below.

Table 4-4 - Change in Population						
Year	2015	2020	2025	2030	2035	2061
Current	0	328	739	1149	1559	3693
Proposed	0	752	1692	2632	8936	8936
Increase	0	424	953	1483	7377	5243

4.3. Proposed Water Demand Factors

The UWMP establishes 315 gallons per day per capita as the baseline water demand for dwelling units. The baseline figure is prior to the impacts of the "20x2020" requirement.

Therefore, the project will be required to comply accordingly, and so a 10% reduction is included for 2015 (283 gpd), and the full 20% reduction by 2020 and thereafter (252 gpd).

These targets will be achieved in part through landscape and irrigation design standards included in the project Specific Plan. Furthermore, landscaping, irrigation, and building plumbing requirements will be enforced by the city at building permit issuance. As stated in the UWMP, the city has determined that current city ordinances, along with the building codes, will achieve a 20% reduction in water use.

The project also proposes to utilize recycled water for landscape irrigation in common areas throughout the project. As shown in Section 5.7 below, there is a projected irrigation demand of 218 acre-feet per year at buildout, which will be supplied by nonpotable water. Further, it is anticipated that the project will generate 470 acre-feet per year (Section 5.5 below) in sewage, with the excess capacity of 252 acre-feet per year either contributing to recycled water demand throughout the city or being recharged back into the groundwater basins for reuse.

4.4. Proposed Project Demands

From Table 4-3 above, the estimated increase in dwelling units is 1986. Per the city of Banning Water Master Plan (WMP, 1994), persons per dwelling is estimated at 2.64 across all residential density types. Therefore, the projected population increase at buildout will be 5243, changing the city-wide estimated buildout population to 85,513, or 2.1% growth rate.

However, as the project is anticipated to be built out in 18 years, this population increase, as shown in Table 4-1 above, is utilized in the calculations.

Table 4-5 shows the estimated project demand. The same Land Use Factors and Buildout rate are used as per the UWMP.

Table 4-5 - Project Water Demand - Based on Land Use Factors (with 20x2020 factored)

Water Use Sectors	Average % Use of Water Supply 2005-2010	2015	2020	2025	2030	2035
Population		0	752	1692	2632	8936
Per Capita Water Use [gpcd]		283	252	252	252	252
Single Family Residential	56.2%	0	119	269	418	1417
Multi-family Residential	2.3%	0	5	11	17	58
Commercial/Institutional	26.2%	0	56	125	195	661
Industrial	1.2%	0	3	6	9	30
Irrigation	11.9%	0	25	57	88	300
Other	1.1%	0	2	5	8	28
Sales to other Agencies	1.1%	0	2	5	8	28
Total [acre-ft/yr]		0	212	478	743	2522

Table 4-6 shows proposed, city-wide water demand, based on Table 3-8 from the UWMP, and shown above in Table 3-2, adjusted for the projected increase in population due to the proposed project. Land use factors, as determined in the UWMP, are not to be confused with the proposed project land uses. Historical city-wide demand has been appropriated by land use based on actual usage data which has been maintained by the city, which provides a means of determining the impact new development will have on city-wide water demand.

Table 4-6 - Proposed Projected City-wide Water Demand - Based on Land Use Factors (with 20x2020 factored)							
Water Use Sectors	Average % Use of Water Supply 2005-2010	2010	2015	2020	2025	2030	2035
Population		29603	32684	36510	40795	45472	55944
Per Capita Water Use [gpcd]		229	283	252	252	252	252
Single Family Residential	56.2%	4412	5833	119	269	418	1417
Multi-family Residential	2.3%	120	240	5	11	17	58
Commercial/Institutional	26.2%	1908	2720	56	125	195	661
Industrial	1.2%	95	121	3	6	9	30
Irrigation	11.9%	939	1233	25	57	88	300
Other	1.1%	31	113	2	5	8	28
Sales to other Agencies	1.1%	82	116	2	5	8	28
Total [acre-ft/yr]		7586	10376	10306	11515	12836	15792

*Total demand is calculated by multiplying Population with Per Capita Water Use, and applying a unit conversion factor to translate from gpcd to acre-ft/yr.

Note that projections in this WSA will follow the time horizon used in the UWMP for consistency. The UWMP projects supply and demand beyond the required 20-year period required for this project.

4.5. Evaluation of UWMP to meet Project Demand

Current supply projections are included in the UWMP (Table 5-9), based on past record data, with projections based on the trends established by that actual data. Those projects have been modified to include the Water Basin Account Balance, as per the table on page 42 of "Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units, and Available Water Supply from the Beaumont Basin", Geoscience Support Services, Inc., 2011.

The basin account balance represents surplus water, annually, that the city does not draw but which it has the right to pump. The city has not been drawing its full allotment, therefore the water account balance has been increasing, and is projected to increase over time.

Table 4-7: Supply and Demand (20x2020) Comparisons - Current City UWMP - Without Project (UWMP Table 5-9)						
Average Water Years						
	2010	2015	2020	2025	2030	2035
Total Supply	9,552	15,563	15,792	16,045	16,323	16,628
Total Demand	7,586	10,376	10,183	11,243	12,413	13,705
Supply Surplus	**1,966**	**5,187**	**5,609**	**4,802**	**3,910**	**2,923**
Single-dry Water Years						
Total Supply	N/A	12,043	12,314	12,608	12,928	13,235
Total Demand	N/A	9,821	9,638	10,642	11,749	12,972
Supply Surplus	**N/A**	**2,222**	**2,676**	**1,966**	**1,179**	**263**
Multiple-dry Water Years						
Total Supply	N/A	12,784	13,038	13,316	13,619	13,926
Total Demand	N/A	8,184	8,032	8,868	9,791	10,810
Supply Surplus	**N/A**	**4,600**	**5,006**	**4,448**	**3,828**	**3,116**

With the proposed project, the table above has been revised below to include the project demands.

Table 4-8: Supply and Demand (20x2020) Comparisons - Current City UWMP - With Project						
Average Water Years						
	2010	2015	2020	2025	2030	2035
Total Supply	9,552	15,563	15,792	16,045	16,323	16,628
Total Demand	7,586	10,376	10,306	11,515	12,836	15,792
Supply Surplus	**1,966**	**5,187**	**5,486**	**4,530**	**3,487**	**836**
Single-dry Water Years						
Total Supply	N/A	12,043	12,314	12,608	12,928	13,235
Total Demand	N/A	9,821	9,754	10,899	12,149	14,947
Supply Surplus	**N/A**	**2,222**	**2,560**	**1,709**	**779**	**-1,712**
Multiple-dry Water Years						
Total Supply	N/A	12,784	13,038	13,316	13,619	13,926
Total Demand	N/A	8,184	8,129	9,083	10,125	12,456
Supply Surplus	**N/A**	**4,600**	**4,909**	**4,233**	**3,494**	**1,470**

Table 4-8 demonstrates that there will be sufficient supply to support the proposed project in all cases except for Single-dry Water Years starting in 2035. Table 4-9 provides a comparison of the projected water account balance with the Single-dry Water Year shortfalls, indicating that there is a substantial surplus of water.

Table 4-9: Single-dry Water Year Surplus or Shortfall and Water Account Balance - With Project

	Single-dry Water Years					
	2010	2015	2020	2025	2030	2035
Supply Surplus	N/A	2,222	2,560	1,709	779	(1,712)
Water Account Balance	24,640	44,955	54,214	62,415	69,837	76,526
Sufficient Water Account Balance	**N/A**	**N/A**	**N/A**	**N/A**	**N/A**	**Yes**

This analysis reflects projected supplies that the city has physical access to and the legal right to acquire and provide.

An additional assessment is required to determine if the city has the current capacity, in terms of well production, to meet these demands on a daily basis. Table 4-2 of the UWMP summarizes the current system well capacity. The historical low capacity of 28,754 acre-feet per year exceeds the total city demand of 14,215 acre-feet per year in 2035. Therefore, there is current system pumping capacity.

4.6. Proposed Source of New Supply

As shown in Section 4.5 above, new sources of supply are not required to support the project. This is in due largely to the following:

(1) As stated above, the city has taken measures to comply with the state-mandated "20 by 2020" water reduction program. The various water conservation measures taken by the city come into effect and are enforced during the building construction process. This is included in the projections made in this WSA.

(2) The pending completion of the State Department of Water Resources' (along with SGPWA) East Branch Expansion Phase II project, which will bring additional capacity for State Water Project water to the area. This capacity is included in the projections made in this WSA.

(3) The proposed use of recycled water for common area irrigation for the project. As shown above, the project will be able to generate more recycled water than will be utilized for irrigation. The fact that potable water will not be used for common area irrigation is included in the projections made in this WSA, however the benefit provided due to the surplus recycled water, whether it is used elsewhere in the city, or by being recharged into the groundwater basin, is not included in the projections herein, and thereby adds a level of conservation to the supply calculations.

(4) Integrated Storm Water Quality provisions are proposed throughout the Rancho San Gorgonio master planned community. The primary concept is for all storm runoff to be conveyed to a system of infiltration basins prior to discharge to the creek system. These infiltration basins not only capture storm runoff, but every day nuisance water as well, and in turn recharge the underlying groundwater basins. Per the project Preliminary (Storm) Water Quality Management Plan, the basin system has been designed for a volume of 316,681 cubic feet, or 7.3 acre-feet.

4.7. Permits Required for New Supply

As shown in Section 4.5 above, new sources of supply are not required to support the project.

4.8. Estimate of the Cost and Schedule for New Supply

As shown in Section 4.5 above, new sources of supply are not required to support the project.

4.9. Proposed Project Water System

A system of water main pipelines will be installed throughout the project, with larger lines serving as the backbone infrastructure, which in turn will serve smaller local waterlines distributed throughout the various planning areas.

There will be at a minimum two points of connection to the existing city water system. It is anticipated that the project will connect to the city's "Main" pressure zone in Sunset or Westward, at the westerly or northwesterly portion of the project. A second main connection will likely be on San Gorgonio Avenue, which is in the city's "Lower" pressure zone. It is anticipated that a pressure reducing valve will be required with at least the connection to the "Main" pressure zone in order to safely and efficiently serve the project. At this time, this new zone is titled "Rancho San Gorgonio".

The project "Master Plan of Water" report estimates the size of the various pipelines, and assesses the need for emergency storage and fire suppression capacities.

An independent recycled water system is a proposed alternative to traditional irrigation from potable water sources for this master planned community. See Section 5 for a description of the recycled water system.

RANCHO SAN GORGONIO

SPECIFIC PLAN

LINCOLN AVENUE

WESTWARD AVE

WESLEY AVE

PORTER AVE

BOBCAT RD.

22ND STREET

8TH STREET

SAN GORGONIO AVE.

SUNSET AVE

TURTLE DOVE LN

A STREET

B STREET

C STREET

D STREET

RANCHO SAN GORGONIO PARKWAY

CITY OF BANNING

COUNTY OF RIVERSIDE

PROP. 24" BY OTHERS
EX. 12"

NODE 450

NODE 405

NODE 715
EX. WELL C5

EX. 10"

NODE 385

NODE 386

NODE 387

NODE 389

NODE 320

NODE 323

NODE 210

NODE 220

EX. 8"

EX. 10"

12" WATER

POINT OF CONNECTION

LINE A

LINE B

LINE C

LINE D

LINE E

PA 8-B

PA 8-C

PA 8-D

PA 8-A

PA 9

PA 10

PA 5-A

PA 5-B

PA 6-A

PA 6-B

PA 6-C

PA 6-D

PA 7-A

PA 7-B

PA 12

PA13

PA 16-B

PA 16-C

PA 16-A

PA 4-A

PA 4-B

PA 4-C

PA 4-D

PA 5-C

PA 5-D

PA 5-E

PA 5-F

PA 3-A

PA 3-B

PA 3-C

PA 3-D

PA11

PA 14-A

PA 14-B

PA 14-C

PA 14-D

PA 15-A

PA 15-B

PA 2-A

PA 2-B

PA 2-C

PA 1

PA 17

LEGEND

PROPOSED WATER LINE (8", OR AS NOTED)

EXISTING WATER LINE

0' 800' 1600'

Encompass Associates, Inc.

Conceptual Potable Water Master Plan

EXHIBIT 4.9

5. Recycled Water System

5.1. Introduction

The city is requiring that the Rancho San Gorgonio project utilize recycled water for all common area irrigation demands. This includes median and parkway landscape areas along the major streets within the project, as well as at the various parks and community centers throughout the master planned community. Landscaping on private property at residences will still be irrigated with domestic, potable water.

A recycled water system would reduce the amount of potable water required to serve the proposed project, while at the same time reducing the impact to the existing sewer system and waste water treatment facility. There would be an added expense due to the additional facilities required to support a recycled water system.

5.2. Proposed (City) Recycled Water System

At present, the city is constructing a centralized recycled water system. Pipelines are being installed in Westward Avenue west of Sunset, northerly on Sunset Avenue, and then easterly in Lincoln Avenue, eventually reaching the wastewater treatment plant. Expansion of the WWTP is anticipated, but work has not yet begun.

City of Banning
Recycled Water Master Plan

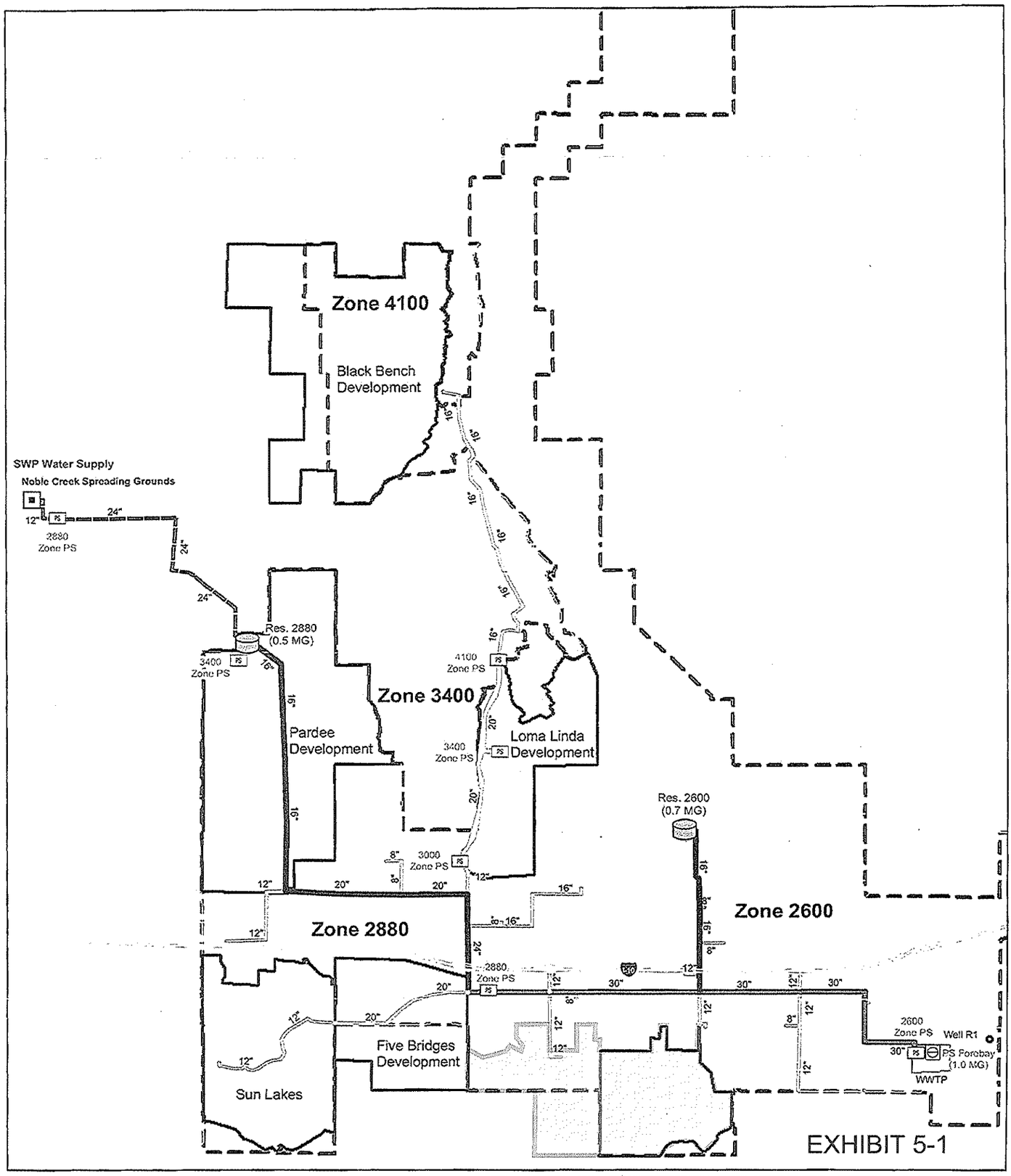


Figure 6.3 - Proposed Recycled Water System

Pipelines (Type): State Water Project Pipeline; Reservoir Feedlines; Lincoln Street Backbone; Distribution System Pipelines; Existing Pipe

Pressure Zones (Zone): 4100; 3400; 2880; 2600

Gravity Reservoirs; Noble Creek SG; Pump Stations; PS Forebay; Well R1; I-10; Streets; Banning WWTP; City Boundary

N

Note:
1. This map contains data from the City of Banning GIS.
2. This map is intended for display and planning purposes only.

0 1,650 3,300 6,600 Feet

carollo engineers

5.3. Recycled Water Delivery Options

A likely option is for a satellite package plant to be constructed, either somewhere within the limits of the community, such as PA 16-A, or at a strategic location nearby. One of the primary end-users of recycled water within the city is the Sun Lakes Golf Course.

Alternatively, a connection could be made to the pipeline the city is currently constructing. The recycled water would be produced at the upgraded city WWTP. Connections could be made at Westward and Sunset Avenues, or up to Lincoln Avenue via 8th or 22nd Streets.

Regardless of the ultimate source of recycled water, a system of pipelines will be required throughout the project. See Exhibit 5-2 for the proposed location of the on-site recycled water system, as well as the location of the points of connection anticipated at this time.

5.4. Projected Collection of Sewage available for Recycled Water

Based on figures outlined in the city's Sewer Master Plan (2006), the project is estimated to generate 0.839 MGD of sewage, or a peak amount of 1.4 MGD.

Table 5.4-3: Estimated Increase In Required Sewer Capacity

Land Use	Factor	Unit	Existing "Buildout" DU	MGD	Proposed DU or AC	MGD
Residential	194	Gal/Capita/Day	1399	0.271406	3385	0.65669
Commercial	1500	Gal/Acre/Day				
Industrial	1000	Gal/Acre/Day				
Airport	250	Gal/Acre/Day				
Public Park	182448	Gal/day based on Fixture Units			1	0.18245
Prison (Rehab. Center)	2000	Gal/Acre/Day				
		Total Average Flow		0.271406		0.83914
		Total Peak Flow*		0.46139		1.42653
		Increase			0.96514	

Note: Park area includes PA 10, PA 11 and 12 only.
*Peaking factor is from SSS (see Section 3.1 of the MPS for the formula, dry weather)

5.5. Estimated amount of Recycled Water available for Landscape Irrigation

Per Section 5.4 above, the project could provide 0.839 MGD of sewage for treatment and conversion to recycled water. A membrane bioreactor (MBR) wastewater treatment plant is proposed and discussed in detail in the project MPS. With a conservative yield of 50%, the plant could generate at least 470 acre-feet per year (50% of 0.839 MGD converted to acre-feet per year) of recycled water for common area landscape irrigation use.

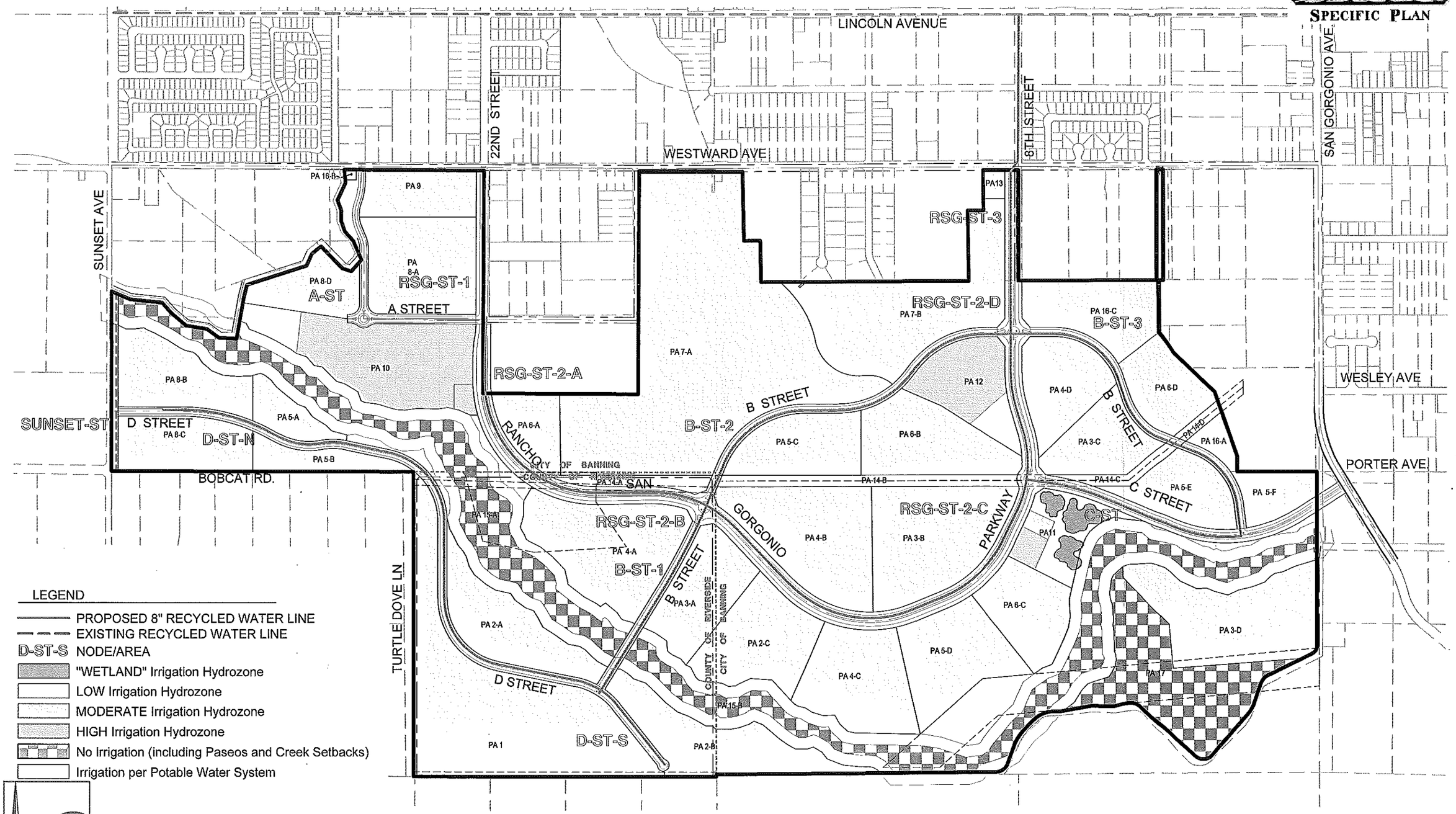
As the peak demand for irrigation does not generally coincide with the peak generation of sewage, storage capacity would likely be required to accommodate peak irrigation needs. Alternatives to storage would be to supplement with domestic water as needed, tie into an off-site source of recycled water, or tie into an off-site sewerline to draw wastewater as needed.

5.6. Estimated demand for Recycled Water

Based on preliminary calculations in the project Master Plan of Water, there are approximately 218 acres of common area landscaping for which recycled water is anticipated to be utilized for irrigation. Those areas include street parkways and medians, Paseos and creek setback areas, and significant portions of the large proposed parks. There will be a mix of turf and drought-tolerant landscaping watered with recycled water. Per the MPW, an average demand of 194,356 gallons per day is estimated, or 218 acre-feet per year.

5.7. Projected Reduction in Potable Water Demand

A detailed study would be required to determine if all of the available wastewater could be used for irrigation purposes, depending on how the recycled water system is configured ultimately. It is assumed herein that all of the wastewater generated could be recycled into water for irrigation use (with a yield of 50%), therefore there would be a reduction of 470 acre-feet year in potable water demand for the city, and approximately 218 acre-feet year from the project, at buildout.



LEGEND

- PROPOSED 8" RECYCLED WATER LINE
- EXISTING RECYCLED WATER LINE
- D-ST-S NODE/AREA
- "WETLAND" Irrigation Hydrozone
- LOW Irrigation Hydrozone
- MODERATE Irrigation Hydrozone
- HIGH Irrigation Hydrozone
- No Irrigation (including Paseos and Creek Setbacks)
- Irrigation per Potable Water System

0' 800' 1600'

Conceptual Recycled Water Master Plan

6. References

California Code of Regulations. California Water Code Division 6, Part 2.6. Urban Water Management Planning. 2010.

Carollo Engineers. City of Banning Recycled Water Master Plan Study, Final. September 2006.

Geoscience Support Services, Inc. City of Banning 2010 Urban Water Management Plan. July 22, 2011.

Geoscience Support Services, Inc. Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units, and Available Water Supply from the Beaumont Basin, Prepared for: City of Banning. March 29, 2011.

MWH, Inc. City of Banning Water System Hydraulic Modeling Report - Final Report. May 2002.

NBS/Lowry, Inc. Final Water Master Plan - City of Banning. March 1994.

NBS/Lowry, Inc. Final Sewer Master Plan - City of Banning. March 1994.

RBF Consulting, Inc., & Brownstein Hyatt Farber Schreck. Water Supply Assessment for Butterfield Specific Plan. December 2011.

	Total Area	Portion in RSG		Total Volume	Prorated Volume
Subarea	AC	AC	%	Ac-Ft	Ac-Ft
SmithCreek_S7	268	19.3	7%	31.6	2.28
SmithCreek_S4	83	22.9	27%	8.9	2.45
SmithCreek_S3	1298	1.1	0%	141.6	0.12
SmithCreek_S5	56	16.7	30%	6.2	1.86
SmithCreek_S8	232	36.1	16%	25.3	3.94
SmithCreek_S9	297	14.7	5%	34.1	1.68
Gilman_G3	116	68.1	59%	15.5	9.11
SmithCreek_S7	268	217.4	81%	31.6	25.62
Pershing_P3	372	309.3	83%	45.3	37.61
Montgomery_M4	179	144.2	80%	23.3	18.75
Totals		**849.6**	**389%**	**363.40**	**103.41**

100-year 6-hour Storm
within the limits of Rancho San Gorgonio

Area	849.6	ac
Total rainfall (6-hr)	3.200	in
Peak rainfall volume (6-hr)	2,719	ac-in

Existing Condition

Peak (volume) runoff (6-hr), from hydrology	103	ac-ft
	1,241	ac-in
Infiltration (total rainfall volume - runoff volume)	1,478	ac-in
Total Infiltration per in of rainfall, 1478 / 3.2 =	462	ac-in per in
Infiltration Yield per in of rainfall, 462 / 849.6 =	54%	

Estimation of Stormwater Recharge

Annual Rainfall

Average annual rainfall = total developed infiltration and capture	17.770	in
See 2010 UWMP (page 12)		

Existing condition infiltration based on Annual Rainfall

Existing condition infiltration, 0.54 x 17.77 =	9.596	in

Estimation of additional infiltration due to development

Net additional infiltration due to development, 17.77 - 9.596 =	8.174	in
	579	ac-ft (per yr)

ORIGINAL COPY

JOSEPH S. AKLUFI (Bar No. 68619)
AKLUFI AND WYSOCKI
3403 Tenth Street, Suite 610
Riverside, California 92501
(909)682-5480 Office
(909)682-2619 Fax

Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB - 4 2004

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990; THE ROMAN CATHOLIC BISHOP of San Bernardino,

CASE NO. RIC 389197

STIPULATION FOR ENTRY OF JUDGMENT ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

a California corporation; MERLIN PROPERTIES, LLC; LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991; and DOES 1 through 500, inclusive,

Defendants.

I. STIPULATING PARTIES IDENTIFIED

The following parties, and each of them, agree to the terms of this Stipulation:

Plaintiff:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Overlying Defendants:

1. SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association
2. CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company
3. OAK VALLEY PARTNERS LP, a Texas limited partnership
4. SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation
5. SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation
6. MANHEIM, MANHEIM & BERMAN, a California general partnership
7. WALTER M. BECKMAN, individually, and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990
8. THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation
9. MERLIN PROPERTIES, LLC
10. LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991
11. PLANTATION ON THE LAKE LLC, a California limited liability company

Appropriating Defendants:

1. CITY OF BANNING, a municipal corporation
2. BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district
3. SOUTH MESA MUTUAL WATER COMPANY, a mutual water company
4. YUCAIPA VALLEY WATER DISTRICT, a county water district

///

KLUNDT ... 3403 TENTH ST, SUITE 610 RIVERSIDE, CALIFORNIA 92501 (909) 682-5480

II. RECITALS

WHEREAS, plaintiff is a joint powers public agency, formed in 2001 for the purpose, among others, of preparing and implementing a Water Resources Management Plan for the San Timoteo Watershed and the waters tributary thereto, including the Beaumont Basin, in order to conserve local water supplies, improve surface and subsurface water quality and quantity, and to protect and enhance groundwater storage, for the benefit of the public;

WHEREAS, the Beaumont Basin, also known as the Beaumont Storage Unit, is the common source of water supply for appropriative water uses within the communities of Banning, Beaumont, Cherry Valley and Calimesa, and for various overlying uses including, but not limited to, golf courses and related facilities and agricultural production, including egg production and related agricultural irrigation uses;

WHEREAS, the maximum quantity of water which can be produced from the Beaumont Basin, at safe yield, is currently estimated to be 8650 acre feet per year, and the total groundwater production from the Beaumont Basin has exceeded and continues to exceed its safe yield;

WHEREAS, much of the land area within and adjacent to the Beaumont Basin is proposed to be intensively developed with residential, commercial and industrial uses, which will place additional demands on local water resources;

WHEREAS, it is estimated that the Beaumont Basin has the capability of storing more than 200,000 acre feet of water for overlying and appropriative use by water users within and

RIVERSIDE, C. ORNIA 92501
(909) 682-5480

adjacent to the Beaumont Basin;

WHEREAS, the plaintiff proposes to invest substantial public funds to construct facilities that will enable the storage of water within the Beaumont Basin, in addition to the storage that occurs naturally;

WHEREAS, the Overlying and Appropriating Defendants wish to secure the provision and availability of a reliable, affordable, long-term water supply for the area within plaintiff's jurisdiction, making reasonable and beneficial use of the native groundwater in the Beaumont Basin, and other local water resources, promoting the importation of water into the area, and storage of such water, and local surface waters, in the Beaumont Basin;

WHEREAS, the Overlying Defendants believe that it is in their best interest to enter into this Stipulation and be subject to the attached Judgment, rather than continue to litigate the safe yield of the Beaumont Basin, the quantity of their overlying rights, both historical and unexercised, the rights they may have to use the storage volume existing beneath their respective lands, and other issues;

WHEREAS, in order to protect existing overlying and appropriative uses and to justify and protect the public investment necessary to utilize the available groundwater storage capacity in the Beaumont Basin, it is necessary to adjudicate the Beaumont Basin and to define the respective water rights of the overlying and appropriative producers of groundwater.

NOW, THEREFORE, the undersigned parties, and each of them, hereby agree to the following Stipulated Terms.

3403 TENTH ST, SUITE 610
RIVERSIDE, CALIFORNIA 92501
(909) 682-5490

III. STIPULATED TERMS

1. Form of Judgment: Judgment may be filed and entered in the form attached hereto as Exhibit "1" and made a part hereof.

2. Fees and Costs: Each party shall bear its own costs, attorneys fees and litigation expenses arising out of this adjudication.

3. Waiver: Notice of entry of judgment, the right to trial, stay of execution and appeal, is hereby waived, except as expressly set forth in the Judgment.

4. Binding Effect: This Stipulation and all obligations herein, shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Construction and Interpretation: No adverse construction or interpretation of this Stipulation shall be made under the Civil Code simply because the parties drafted or participated in the drafting of this Stipulation. The terms of the Judgment shall be interpreted to further the purposes of this Stipulation.

6. Jurisdiction and Venue: The Superior Court of California in and for the County of Riverside shall have jurisdiction of this matter. In the event of any litigation arising out of this Stipulation, venue shall conclusively be deemed to lie in the County of Riverside.

7. Advice of Counsel: The undersigned each have had the opportunity to consult with or have consulted with their own legal counsel regarding this Stipulation and all matters set forth herein, or have knowingly waived the right to do so.

RIVERSIDE, CALIFORNIA 92501
(909) 682-5480

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: 1/6/04

By _____
President, Board of Directors

CITY OF BANNING

Dated: 12/23/03

By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____

By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____

By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____

By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____

By _____
President, Board of Directors

RIVERSIDE, CALIFORNIA 92501
(909) 682-5480

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: July 3, 2003 By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

RIVERSIDE, CALIFORNIA 92501
(909) 682-5480

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: 10/1/03 By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: 7/30/03 By James H Krueger
~~President, Board of Directors~~
Manager of Meadows Management Company LLC, Manager

SHARONDALE MESA OWNERS ASSOCIATION

Dated: _____ By _____
President, Board of Directors

8. Authority: Each person executing this Stipulation on behalf of any of the undersigned has been fully empowered to execute this Stipulation and that all necessary action for the execution of this Stipulation has been taken.

IT IS SO STIPULATED:

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

Dated: _____ By _____
President, Board of Directors

CITY OF BANNING

Dated: _____ By _____
Mayor

BEAUMONT-CHERRY VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

YUCAIPA VALLEY WATER DISTRICT

Dated: _____ By _____
President, Board of Directors

PLANTATION ON THE LAKE LLC

Dated: _____ By _____
President, Board of Directors

SHARONDALE MESA OWNERS ASSOCIATION

Dated: June 27, 2003 By Lena Jo Alexander
President, Board of Directors

LUP... WY...
T..., SUITE 610
RIVERSIDE, C... ORNIA 92501
(909) 682-5480

SOUTH MESA MUTUAL WATER COMPANY

Dated: 6-27-03

By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____

By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____

By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____

By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____

By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____

By _____

RIVERSIDE, C[illegible]FORNIA 92501
(909) 682-5480

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____

By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: 7-31-2003

By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____

By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____

By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____

By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____

By _____

RIVERSIDE, C ORNIA 92501
(909) 682-5480

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____ By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____ By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____ By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By _____

RIVERSIDE, CALIFORNIA 92501
(909) 682-5480

SOUTH MESA MUTUAL WATER COMPANY

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By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____

By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____

By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: July 8, 2003

By Thomas C. Gustafson
~~President~~, ~~Board of Directors~~
CHIEF Executive Officer

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____

By _____
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____

By _____

SOUTH MESA MUTUAL WATER COMPANY

Dated: _____ By _____
President, Board of Directors

CALIFORNIA OAK VALLEY GOLF AND RESORT LLC

Dated: _____ By _____
President, Board of Directors

OAK VALLEY PARTNERS LP,
A Texas Limited Partnership

By: Oak Valley-Hunt, Inc.
a Texas Corporation
Managing General Partner

Dated: _____ By _____
D. CRAIG MARTIN

Its: President

SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA

Dated: _____ By _____
President, Board of Directors

SUNNY-CAL EGG AND POULTRY COMPANY

Dated: _____ By Michael Marderosian
President, Board of Directors

MANHEIM, MANHEIM & BERMAN

Dated: _____ By Scott Berman

Dated: 7-23-03

Walter M. Beckman
WALTER M. BECKMAN

Dated: 7-23-03

Walter M. Beckman
WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

Dated: _____

_____
CECIL MERLE MURRAY

MERLIN PROPERTIES, LLC

Dated: _____

By _____

Dated: _____

_____
LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: _____

_____
DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: _____

_____
JUDGE OF THE SUPERIOR COURT

Dated: _____

WALTER M. BECKMAN

Dated: _____

WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation

Dated: 9/18/03

By Msgr. Gerald M. Fogg

MERLIN PROPERTIES, LLC

Dated: _____

By _____

Dated: _____

LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: _____

DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

Dated: _____

WALTER M. BECKMAN

Dated: _____

WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

THE ROMAN CATHOLIC BISHOP of San Bernardino, a California corporation

Dated: _____

By _____

MERLIN PROPERTIES, LLC

Dated: July 31, 2003

By Paul L Reuben

Dated: _____

LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: _____

DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: _____

JUDGE OF THE SUPERIOR COURT

Dated: _____

WALTER M. BECKMAN

Dated: _____

WALTER M. BECKMAN, Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990

Dated: _____

CECIL MERLE MURRAY

MERLIN PROPERTIES, LLC

Dated: _____ By _____

Dated: 7-23-03

LEONARD M. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

Dated: 7-23-03

DOROTHY D. STEARNS, individually and as Trustee of the LEONARD M. STEARNS FAMILY TRUST OF 1991

APPROVAL AND ORDER

The foregoing Stipulation is hereby approved and is so ordered.

Dated: FEB - 4 2004

GARY TRANBARGER

JUDGE OF THE SUPERIOR COURT

ORIGINAL COPY

JOSEPH S. AKLUFI (Bar No. 68619)
AKLUFI AND WYSOCKI
3403 Tenth Street, Suite 610
Riverside, California 92501
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(909)682-2619 Fax

Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB - 4 2004

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990; THE ROMAN CATHOLIC BISHOP of San Bernardino,

CASE NO. RIC 389197

JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

AKLUFI AND WYSOCKI
3403 TENTH STREET, SUITE 610
RIVERSIDE, CALIFORNIA 92501
(909) 682-5480

a California corporation; MERLIN PROPERTIES, LLC; LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991; and DOES 1 through 500, inclusive,

Defendants.

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.

B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water

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withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.

D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such share expressed as a percentage as shown on Exhibit "C".

E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries shown on Exhibit "A" attached hereto.

F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.

G. Groundwater: water beneath the surface of the ground within the zone below the water table in which soil is saturated with water.

H. Groundwater Basin: an area underlain by one or more permeable formations capable of furnishing a substantial water supply.

I. Groundwater Storage Agreement: a standard form of written agreement between the Watermaster and any Person requesting the storage of Supplemental Water.

J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water and Conjunctive Use.

K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater from the Beaumont Basin per year.

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L. New Yield: increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available storm flow, by means of projects constructed after February 20, 2003, as determined by the Watermaster.

M. Operating Yield: the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus.

N. Overdraft: a condition wherein the total annual production from a Groundwater Basin exceeds the Safe Yield thereof.

O. Overlying Parties: the Persons listed on Exhibit "B", who are owners of land which overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom. Overlying Parties include successors in interest and assignees.

P. Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of Exhibit "B" to this Judgment.

Q. Overproduction: by an Appropriator, measured by an amount equal to the Appropriator's actual annual production minus the Appropriator's Production Right. By a new overlying producer, an amount equal to what the overlying producer pumped during the year.

R. Party (Parties): any Person(s) named in this action, or who has intervened, or has become subject to this Judgment either through stipulation, trial or otherwise

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S. Person: any individual, partnership, association, corporation, governmental entity or agency, or other organization.

T. Physical Solution: the physical solution set forth in Part V of this Judgment.

U. Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.

V. Producer or Pumper: any Person who extracts groundwater.

W. Recycled Water: has the meaning provided in Water Code Section 13050(n) and includes other nonpotable water for purposes of this Judgment.

X. Safe Yield: the maximum quantity of water which can be produced annually from a Groundwater Basin under a given set of conditions without causing a gradual lowering of the groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this Judgment.

Y. San Timoteo Watershed Management Authority: a joint powers public agency whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South Mesa Mutual Water Company and the Yucaipa Valley Water District.

Z. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

AA. Supplemental Water: water imported into the

Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.

BB. Temporary Surplus: the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water.

CC. Watermaster: the Person appointed by the Court to administer and enforce the Physical Solution.

4. List of Exhibits

The following exhibits are attached to this Judgment and made a part hereof:

Exhibit "A" -- "Location Map of Beaumont Basin"
Exhibit "B" -- "Overlying Owners and Their Water Rights"
Exhibit "C" -- "Appropriators and Their Water Rights"
Exhibit "D" -- "Legal Description of Lands of the Overlying Parties"
Exhibit "E" -- "Location of Overlying Producer Parcels and Boundary of the Beaumont Basin"

II. INJUNCTIONS

1. Injunction Against Unauthorized Production of Beaumont Basin Water

Each party herein is enjoined, as follows:

A. Overlying Parties: Each defendant who is an Overlying Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any five-year period hereafter in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set

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forth in Column 4 of Exhibit "B", as more fully described in the Physical Solution.

B. Appropriator Parties: Each defendant who is an Appropriator Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any year hereafter in excess of such party's Appropriator's Production Right, except as additional annual Production may be authorized by the provisions of the Physical Solution.

2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water

Each and every Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising Overlying Water Rights in the Beaumont Basin. As shown on Exhibit "B", the aggregate Projected Maximum Production of water from the Beaumont Basin pursuant to Overlying Water Rights is 8610 acre feet and the Overlying Water Rights are individually decreed, in Column 4 of Exhibit "B", for each Overlying Party. The Overlying Parties

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shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.

B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.

C. When an Overlying Party receives water service as

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provided for in subparagraph III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party.

D. Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party which will serve the Overlying Party shall (i) impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to Subparagraph III.3.B shall also consider, and negotiate in good faith regarding, the provision of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist on the property to be served.

E. In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the

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criteria set forth in the California Water Code including, without limitation, the criteria set forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service pursuant to the terms of this subparagraph; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.

F. Nothing in this Judgment is intended to impair or adversely affect the ability of an Overlying Party to enter into annexation or development agreements with any Appropriator Party.

G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in

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the process of annexing the remainder portion of its property into the Yucaipa Valley Water District ("YVWD"), in order to obtain retail water service for the development of the Oak Valley property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD and YVWD are collectively referred to as the "Water Districts", and individually as a "Water District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and assigns, hereby agrees, by this stipulation and upon final annexation of its property by YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration for the forbearance, the Water Districts agree to amend their respective Urban Water Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per year of projected water demand shall be included for the portion of Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of projected water demand as a projected demand for the portion of Oak Valley to be served by YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to accurately revise this estimate to reflect the projected water demands for the UWMP prepared in 2010. Furthermore, the Water Districts further agree that, in providing water availability assessments prior to 2010, as required by Water Code §10910 and water supply verifications as required by Government Code §§66455.3 and

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66473.7, or any similar statute, and in maintaining their respective UWMP, each shall consider the foregoing respective projected water demand figures for Oak Valley as proposed water demands. The intent of the foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its overlying water rights and is fully accounted for in each Water District's UWMP and overall water planning. The Water Districts' actions in performance of the foregoing planning obligations shall not create any right or entitlement to, or priority or allocation in, any particular water supply source, capacity or facility, or any right to receive water service other than by satisfying the applicable Water District's reasonable requirements relating to application for service. Nothing in this subparagraph G is intended to affect or impair the provision of earmarked water to Overlying Parties who request and obtain water service from Appropriator Parties, as set forth in subparagraph III.3.B, above.

H. Persons who would otherwise qualify as Overlying Producers based on an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph III.3.

4. Exemption for Minimal Producers

Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of this Judgment.

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon

application of any Party, by a motion noticed for at least a 30-day period (or consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or supplemental order or directions as may be necessary or appropriate for interim operation of the Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed; except that the Court's jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental Water.

2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin. Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years, or the share of Operating Yield

Right of each Appropriator Party, each such Party shall provide funds to enable the Watermaster to replace such Overproduction.

5. Use of Available Groundwater Storage Capacity

A. There exists in the Beaumont Basin a substantial amount of available Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.

B. There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be reduced as necessary to prevent injury to existing water rights or existing uses of water within the Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. The allocation and use of Groundwater Storage Capacity shall have priority and preference for Producers within the Beaumont Basin over storage for export. The Watermaster may, from time-to-time, redetermine the available Groundwater Storage Capacity.

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VI. ADMINISTRATION

1. Administration and Enforcement by Watermaster

The Watermaster shall administer and enforce the provisions of this Judgment and any subsequent order or instructions of the Court.

2. Watermaster Control

The Watermaster is hereby granted discretionary powers to develop and implement a groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and shall be subject to review and approval by, the Court, and which may include water quantity and quality considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

3. Watermaster Standard of Performance

The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial manner without favor or prejudice to any Party or purpose of use.

4. Watermaster Appointment

The Watermaster shall consist of a committee composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of

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which shall have the right to nominate one representative to the Watermaster committee who shall be an employee of or consultant to the nominating agency. Each such nomination shall be made in writing, served upon the other parties to this Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster representative shall serve until a replacement nominee is approved by the Court. The nominating agency shall have the right to nominate that representative's successor.

5. Powers and Duties of the Watermaster

Subject to the continuing supervision and control of the Court, the Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction:

A. Rules and Regulations: The adoption of appropriate rules and regulations for the conduct of Watermaster affairs, copies of which shall be provided to all interested parties.

B. Wellhead Protection and Recharge: The identification and management of wellhead protection areas and recharge areas.

C. Well Abandonment: The administration of a well abandonment and well destruction program.

D. Well Construction: The development of minimum well construction specifications and the permitting of new wells.

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E. Mitigation of Overdraft: The mitigation of conditions of uncontrolled overdraft.

F. Replenishment: The acquisition and recharge of Supplemental Water.

G. Monitoring: The monitoring of groundwater levels, ground levels, storage, and water quality.

H. Conjunctive Use: The development and management of conjunctive-use programs.

I. Local Projects: The coordination of construction and operation, by local agencies, of recharge, storage, conservation, water recycling, extraction projects and any water resource management activity within or impacting the Beaumont Basin.

J. Land Use Plans: The review of land use plans and coordination with land use planning agencies to mitigate or eliminate activities that create a reasonable risk of groundwater contamination.

K. Acquisition of Facilities: The purchase, lease and acquisition of all necessary real and personal property, including facilities and equipment.

L. Employment of Experts and Agents: The employment or retention of such technical, clerical, administrative, engineering, accounting, legal or other specialized personnel and consultants as may be deemed appropriate. The Watermaster shall maintain records allocating the cost of such services as well as all other expenses of Watermaster administration.

M. Measuring Devices: Except as otherwise provided

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by agreement the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, such necessary measuring devices or meters as Watermaster may deem appropriate. Such devices shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. Meter repair and retesting will be a Producer expense.

N. Assessments: The Watermaster is empowered to levy and collect the following assessments:

(1) Annual Replenishment Assessments

The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party.

(2) Annual Administrative Assessments

a. Watermaster Expenses: The expenses of administration of the Physical Solution shall be categorized as either "General Watermaster Administration Expenses", or "Special Project Expenses".

i. General Watermaster Administration Expenses: shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses shall be assessed by the Watermaster equally against the Appropriators who have appointed representatives to the Watermaster.

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ii. Special Project Expenses: shall include special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit.

O. Investment of Funds; Borrowing: The Watermaster may hold and invest Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not exceeding annual receipts.

P. Contracts: The Watermaster may enter into contracts for the performance of any of its powers.

Q. Cooperation With Other Agencies: The Watermaster may act jointly or cooperate with other local, state and federal agencies.

R. Studies: The Watermaster may undertake relevant studies of hydrologic conditions and operating aspects of the management program for the Beaumont Basin.

S. Groundwater Storage Agreements: The Watermaster shall adopt uniform rules and a standard form of agreement for the storage of Supplemental Water, provided that the activities undertaken pursuant to such agreements do not injure any Party.

T. Administration of Groundwater Storage Capacity: Except for the exercise by the Overlying Parties of their

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respective Overlying Water Rights described in Part III, above, in accordance with the provisions of the Physical Solution, all Groundwater Storage Capacity in the Beaumont Basin shall be subject to the Watermaster's rules and regulations, which regulations shall ensure that sufficient storage capacity shall be reserved for local projects. Any Person or entity may apply to the Watermaster to store water in the Beaumont Basin.

U. Accounting for Stored Water: The Watermaster shall calculate additions, extractions and losses and maintain an annual account of all stored water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such stored water.

V. Accounting for New Yield: Recharge of the Beaumont Basin with New Yield water shall be credited to the Party that creates the New Yield. The Watermaster shall make an independent scientific assessment of the estimated New Yield created by each proposed project. New Yield will be allocated on an annual basis, based upon monitoring data and review by the Watermaster.

W. Accounting for Acquisitions of Water Rights: The Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service thereto by an Appropriator.

X. Annual Administrative Budget: The Watermaster shall prepare an annual administrative budget for public review, and shall hold a public hearing on each such budget

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prior to adoption. The budget shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course.

Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin shall be redetermined at least every 10 years beginning 10 years after the date of entry of this Judgment.

6. Reports and Accounting

(a) Production Reports: Each Pumper shall periodically file, pursuant to Watermaster rules and regulations, a report showing the total production of such Pumper from each well during the preceding report period, and such additional information as the Watermaster may reasonably require.

(b) Watermaster Report and Accounting: The Watermaster shall prepare an annual report of the preceding year's operations, which shall include an audit of all assessments and Watermaster expenditures.

7. Replenishment

Supplemental Water may be obtained by the Watermaster from any source. The Watermaster shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. Sources may include, but are not limited to:

(a) Recycled Water;

(b) State Water Project Water;

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(c) Other imported water.

Replenishment may be accomplished by any reasonable method including:

(a) Spreading and percolation, or injection of water in existing or new facilities; and/or

(b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

VII. MISCELLANEOUS PROVISIONS

1. Designation of Address for Notice and Service

Each Party shall designate, in writing to the plaintiff, the name and address to be used for purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has been entered, file the list of designees with the Court and serve the same on the Watermaster and all Parties. Such designation may be changed from time-to-time by filing a written notice of such change with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is made, a Party's designee shall be deemed to be, in order of priority: (i) the Party's attorney of record; or (ii) if the Party does not have an

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attorney of record, the Party itself at the address on the Watermaster list.

2. Intervention After Judgment

Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this Judgment may seek to become a party to this Judgment by filing a petition in intervention.

3. Interference with Pumping

Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater.

4. Successors and Assigns

This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Severability

The provisions of this Judgment are severable. If any provision of this Judgment is held by the Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the excised provision, a provision as similar in terms to the excised provision as may be possible and be legal, valid and enforceable.

6. Review Procedures

Any action, decision, rule or procedure of the Watermaster

pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party, as follows:

A. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

B. Notice of Motion: Any Party may, by a regularly-noticed motion, petition the Court for review of the Watermaster's action or decision pursuant to this Judgment. The motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to the Watermaster, together with the service fee established by the Watermaster sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster shall prepare copies and mail a copy of the motion to each Party or its designee according to the official service list which shall be maintained by the Watermaster according to Part VII, paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

C. Time for Motion: A motion to review any Watermaster action or decision shall be filed within 90 days after such Watermaster action or decision, except that motions to review Watermaster assessments hereunder shall be filed within 30 days of mailing of notice of the assessment.

D. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

E. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

Dated: FEB - 4 2004

GARY TRANBARGER

JUDGE OF THE SUPERIOR COURT

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(909) 682-5480

Appendix C
50-Year Lifecycle Cost

Alternative 3 Phase I

| Inflation | 3.75% | | |

Appendix D
Preliminary Detailed Site Plan and Process Flow Diagram

F.D. 1" IRON PIPE ON NORTH R/W LINE
TAG UNREADABLE

F.D. 1" IRON PIPE ON NORTH R/W LINE
TAG UNREADABLE

Charles St

Charles St

24" BACKBONE PIPELINE

NP-1 BOOSTER STATION

NP-1 RESERVOIR

268'-2"

280'-4"

R45'-0"

120'-0"

MBR AND AERATION BLOWER ROOM

MCC ROOM

LAB AND STORAGE ROOM

28'-0"

25'-6"

41'-0"

6'-0"

5'-0"

30'-0"

42'-0"

43'-10"

20'-0"

CHLORINE CONTACT TANKS

126'-0"

RO AND FINAL EFFLUENT PUMP ROOM

RO AND MBR CIP ROOM

MBR PERMEATE PUMP ROOM

120'-0"

MBR CANOPY

MBR CANOPY

MBR CANOPY

AERATION TANKS

AERATION TANKS

AERATION TANKS

FINE SCREEN

135'-6"

4'-6"

13'-0"

24'-0"

30'-0"

20'-0"

14'-0"

12'-0"

110'-0"

20'-0"

BENCH MARK

PRIMARY CLARIFIER #3

FERRIC SULFATE TANK

MECHANICAL THICKENER

CONVERT EXISTING SECONDARY DIGESTER TO PRIMARY DIGESTER

EQ BASIN AND PUMP STATION

CIVIL SITE LAYOUT
SCALE: 1" = 50'-0"

N2W ENGINEERING, INC.
3240 El Camino Real. Suite 150
Irvine, CA 92602
WWW.N2WENG.COM

REV.	DATE	DESCRIPTION

DESIGNED BY:
DRAWN BY:
CHECKED BY:
APPROVED BY:

PLOT DATE: 11/6/2023 5:26 PM

STATUS: PRELIMINARY

CLIENT:
CITY OF BANNING
789 N. SAN GORGONIO AVENUE
BANNING, CA 92220

PROJECT:
BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

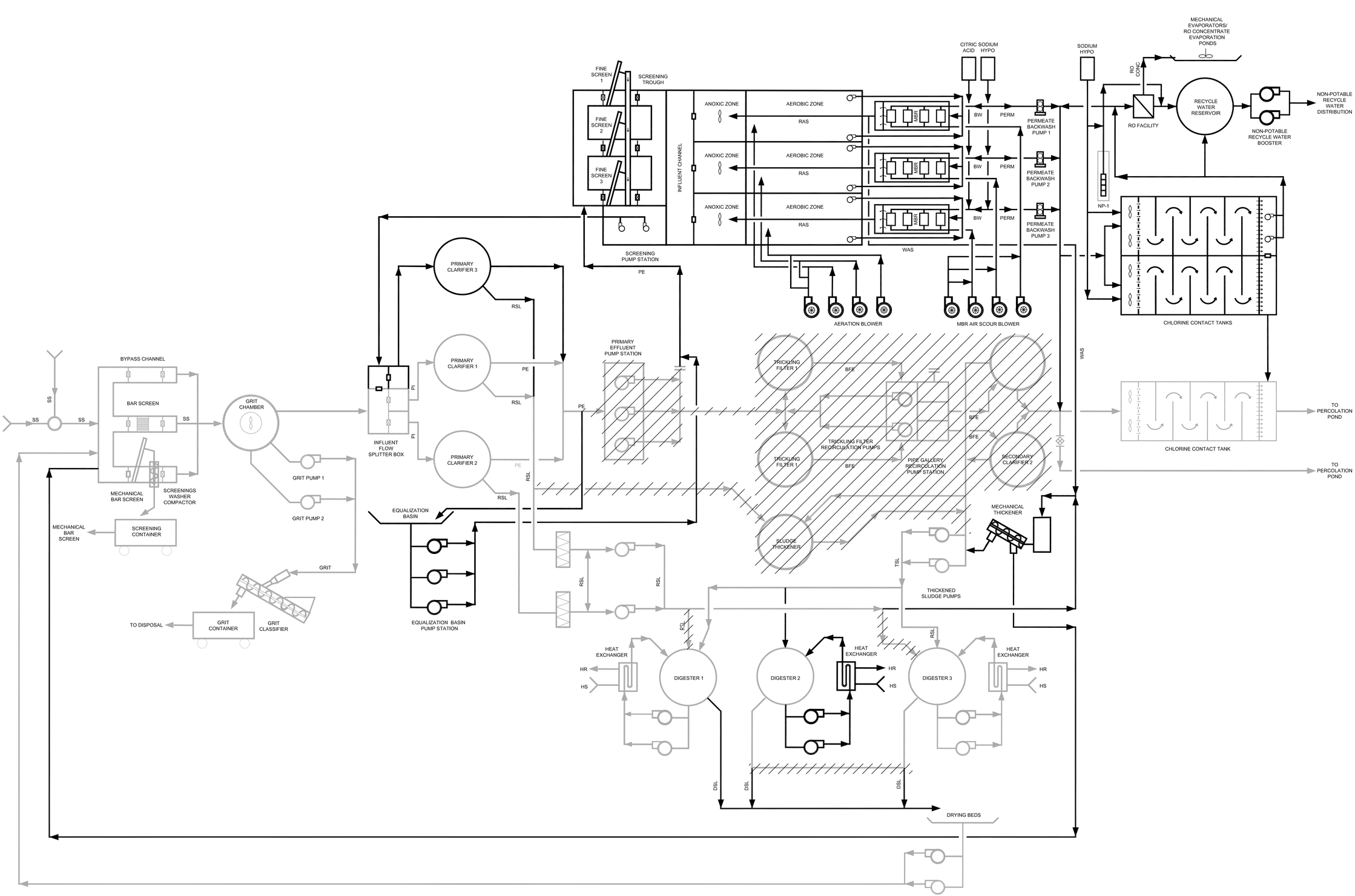
TITLE:
CIVIL SITE PLAN

PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
ANSI-D

SHEET:
C-101

FILE: C:\USERS\JAMES WANG\N2W ENGINEERING\N2W - SERVER\PROJECTS\105-CITY OF BANNING\105-0002 OWNER ADVISOR W&WWTP\6. PROJECT ENGINEERING AND DESIGN\06.01_PRELIMINARY DESIGN\DESIGN DRAWING\MBR SITE PLAN JAMES WANG 11 06 2023.DWG



N2W ENGINEERING, INC.
3240 El Camino Real. Suite 150
Irvine, CA 92602
WWW.N2WENG.COM

REV.	DATE	DESCRIPTION
	DESIGNED BY:	DRAWN BY:
	CHECKED BY:	APPROVED BY:

PLOT DATE: 11/6/2023 5:16 PM

STATUS: PRELIMINARY

CLIENT:
CITY OF BANNING
789 N. SAN GORGONIO AVENUE
BANNING, CA 92220

PROJECT:
BANNING WWTP
2242 CHARLES STREET
BANNING, CA 92220

TITLE:
PROCESS FLOW DIAGRAM

PROJECT NO.
105-0002

ORIGINAL SHEET SIZE
ANSI-D

SHEET:
G-101

FILE: C:\USERS\JAMES WANG\N2W ENGINEERING\N2W - SERVER\PROJECTS\105-CITY OF BANNING\105-0002 OWNER ADVISOR W&WWTP\6. PROJECT ENGINEERING AND DESIGN\06.01_PRELIMINARY DESIGN\DESIGN DRAWING\MBR.PFD 11 04 2023.DWG

Appendix E
Preliminary Capital Cost Estimate

PRELIMINARY CONSTRUCTION COST OPINION - RO System (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Site Clearing and General Demolition (Inlcuded in MBR cost)	1	LS	$ -			$0			$0	
	Excavation for 8" PVC RO Pipelines	556	CY	$ 20			$11,111			$11,111	
	Backfill/Compaction for 8" PVC RO Pipelines	536	CY	$ 20			$10,723			$10,723	
	Material Disposal for 8" PVC RO Pipelines	19	CY	$ 10			$194			$194	
	Total							**$22,100**			**$22,028**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Pipe Support	1	LS	$ 15,000			$15,000			$15,000	
	Total							**$15,000**			**$15,000**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ 15,000			$15,000			$15,000	
	Total							**$15,000**			**$15,000**
	Division 10 - Specialties										
	Identification Device	1	LS	$ 5,000			$5,000			$5,000	
	Signage	1	LS	$ 5,000			$5,000			$5,000	
	Total							**$10,000**			**$10,000**
	Division 11 - Equipment										
	RO System (0.8 MGD, Includes Chemical Dosing System)	1	LS	$ 1,035,000			$1,035,000		$ 207,000	$1,242,000	
	RO Effluent Pumps (700 gpm @ 30 ft 10 HP)	2	EA	$ 30,000			$60,000		$ 12,000	$72,000	
	CIP Skid for 8" Membrane	1	EA	$ 38,611			$38,611		$ 7,722	$46,333	
	Total							**$1,133,700**			**$1,360,333**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	NP-1 Effluent to RO (8" PVC)	750	LF	$ 100			$75,000		$ 15,000	$90,000	
	RO Effluent to NPR Pipeline (8" PVC)	750	LF	$ 100			$75,000		$ 15,000	$90,000	
	Suction/Discharge Plug Valve (8")	4	EA	$ 700			$2,800		$ 560	$3,360	
	Discharge Swing Check Valve (8")	2	EA	$ 1,600			$3,200		$ 640	$3,840	
	8" 45/ 90 Degree Elbows	8	EA	$ 400			$3,200		$ 640	$4,000	
	Misc Piping	1	LS	$ 10,000			$10,000		$ 2,000	$12,000	
	Total							**$169,200**			**$203,200**
	Division 16 - Electrical										
	Electrical (Control Panel, Service Metering, Conduit,Wiring, Lighting, Grounding, VFD, Soft Starter, etc)	1	LS	$ 340,110			$340,110		$ -	$340,110	
	Total							**$340,200**			**$340,110**
	Division 17 - Instrumentation										
	Plant SCADA and Instrumentation (PLC, Master Control Panel, SCADA, Programming, etc)	1	LS	$ 136,044			$136,044		$ -	$136,044	
	Total							**$136,100**			**$136,044**
	Construction Total										**$2,101,716**
	Contingency and Construction Level of Difficulties		25%								$525,429
										Subtotal 1	**$2,627,144**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$131,357
										Subtotal 2	**$2,758,502**
	General Conditions (Percentage of Subtotal 2)		5%								$137,925
										Subtotal 3	**$2,896,427**
	Contractor Profit (Percentage of Subtotal 3)		15%								$434,464
										Subtotal 4	**$3,330,891**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$166,545
										Subtotal 5	**$3,497,500**

PRELIMINARY CONSTRUCTION COST OPINION - Brine Drying Beds and Evaporators (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Demolition	1	LS	$ 15,000			$15,000			$15,000	
	Site excavation	121000.00	CY	$ 10			$ 1,210,000			$1,210,000	
	Total							**$1,225,000**			**$1,225,000**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	60 mil HDPE - Double Lined Pond	653400	SQ FT	$ 3			$1,633,500			$1,633,500	
	Total							**$1,633,500**			**$1,633,500**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Evaporator	10	EA	$ 30,000			$300,000			$300,000	
	Total							**$300,000**			**$300,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$3,158,500**
	Contingency and Construction Level of Difficulties		25%								$789,625
										Subtotal 1	**$3,948,125**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$197,406
										Subtotal 2	**$4,145,531**
	General Conditions (Percentage of Subtotal 2)		5%								$207,277
										Subtotal 3	**$4,352,808**
	Contractor Profit (Percentage of Subtotal 3)		15%								$652,921
										Subtotal 4	**$5,005,729**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$250,286
										Subtotal 5	**$5,256,100**

PRELIMINARY CONSTRUCTION COST OPINION - MBR Facility (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Site Cleaning	1	LS	$ 50,000			$50,000			$50,000	
	Yard Piping	1	LS	$ 500,000			$500,000			$500,000	
	Excavation	33,217	CY	$ 20			$664,344			$664,344	
	Backfill	18,906	CY	$ 20			$378,121			$378,121	
	Soil Disposal Onsite	19791.111	CY	$ 10			$197,911			$197,911	
	Paving	1	LS	$ 200,000			$200,000			$200,000	
	Grading	1.00	LS	$ 400,000			$400,000			$400,000	
	Total							**$2,390,400**			**$2,391,000**
	Division 03 - Concrete										
	Concrete	3,389	CY	$ 1,250			$4,236,852			$4,236,852	
								$4,236,900			**$4,237,000**
	Division 04 - CMU										
	Building (Blower, MCC, Lab, Storage, Chemical, Pump, RO)	7200	SF	$ 500			$3,600,000			$3,600,000	
	Canopy for MBR	2800	SF	$ 120			$336,000			$336,000	
								$3,936,000			**$3,936,000**
	Division 05 - Metals										
	Pipe Support	1	LS	$ 250,000			$250,000			$250,000	
								$250,000			**$250,000**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
								$0			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
								$0			**$0**
	Division 09 - Finishes										
	Painting and Coating (Concrete, Equipment, Piping)	1	LS	$ 250,000			$250,000			$250,000	
	Total							**$250,000**			**$250,000**
	Division 10 - Specialties										
	Identification Device and Signage Not Used	1	LS	$ 50,000			$50,000			$50,000	
	Total							**$50,000**			**$50,000**
	Division 11 - Equipment										
	Influent Fine Screen	3	EA	$ 345,000			$1,035,000		$ 207,000	$1,242,000	
	MBR	1	EA	$9,660,000			$9,660,000		$2,415,000	$12,075,000	
	Aeration Blower	4	EA	$ 276,000			$1,104,000		$ 220,800	$1,324,800	
	Aeration Diffuser	2000	EA	$ 276			$552,000		$ 110,400	$662,400	
	Sludge Thickener	2	EA	$ 150,000			$300,000		$ 60,000	$360,000	
	Total							**$12,651,000**			**$15,665,000**
	Division 14 - Conveying Systems										
	Bridge Crane	1	LS	$ 100,000			$100,000			$100,000	
	Total							**$100,000**			**$100,000**
	Division 15 - Mechanical										
	Piping, Fitting, Valving	1	LS	$2,000,000			$2,000,000		$1,000,000	$3,000,000	
	Total							**$2,000,000**			**$3,000,000**
	Division 16 - Electrical										
	Control Panel for Pump and Blower, Conduit, Wiring and Misc Electrical	1	LS	$4,500,000			$4,500,000		$1,125,000	$5,625,000	
	Total							**$4,500,000**			**$5,625,000**
	Division 17 - Instrumentation										
	System Control / SCADA	1	LS	$1,250,000			$1,250,000		$ 312,500	$1,562,500	
	Total							**$1,250,000**			**$1,563,000**
	Construction Total										**$24,416,000**
	Contingency and Construction Level of Difficulties		25%								$6,104,000
										Subtotal 1	**$30,520,000**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$1,526,000
										Subtotal 2	**$32,046,000**
	General Conditions (Percentage of Subtotal 2)		6%								$1,922,760
										Subtotal 3	**$33,968,760**
	Contractor Profit (Percentage of Subtotal 3)		15%								$5,095,314
										Subtotal 4	**$39,064,074**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		3%								$1,171,922
										Subtotal 5	**$40,236,000**
	Total									**TOTAL COST (with Packaged MBR)**	**$52,887,000**

PRELIMINARY CONSTRUCTION COST OPINION - Primary Clarifier (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Site Clearing	1	LS	$ 10,000			$ 10,000			$10,000	
	Site General Demolition (Building and Pavement)	1	LS	$ 10,000			$ 10,000			$10,000	
	Site Material Disposal	891.44	CY	$ 10			$ 8,914			$8,914	
	Site Excavation	1565.68	CY	$ 20			$ 31,314			$31,314	
	Site Backfill	674.24	CY	$ 20			$ 13,485			$13,485	
	Shoring	2915.40	SF	$ 50			$ 145,770			$145,770	
	PI Primary Influent Site Material Disposal	0.05	CY	$ 10			$1			$1	
	PI Primary Influent Site Excavation	62.52	CY	$ 20			$1,250			$1,250	
	PI Primary Influent Backfill	62.47	CY	$ 20			$1,249			$1,249	
	PE Primary Effluent Site Material Disposal	0.05	CY	$ 10			$1			$1	
	PE Primary Effluent Site Excavation	57.19	CY	$ 20			$1,144			$1,144	
	PE Primary Effluent Backfill	57.13	CY	$ 20			$1,143			$1,143	
	Total							**$224,300**			**$224,300**
	Division 03 - Concrete										
	Concrete Pad	169.65	CY	$ 1,250			$ 212,058			$212,058	
	Primary Clarifier	81.60	CY	$ 1,250			$ 102,006			$102,006	
	Total							**$314,100**			**$314,100**
	Division 04 - CMU										
	Platform									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Pipe Supports, Handrail	1	LS	$ 40,000			$ 40,000			$40,000	
	Total							**$40,000**			**$40,000**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ 20,000			$ 20,000			$20,000	
	Total							**$20,000**			**$20,000**
	Division 10 - Specialties										
	Signage	1	LS	$ 10,000			$ 10,000			$10,000	
	Total							**$10,000**			**$10,000**
	Division 11 - Equipment										
	Center Drive, Scraper, Platform	1	LS	$ 250,000			$ 250,000		$ 50,000	$375,000	
	Total							**$250,000**			**$375,000**
	Division 13 - Speciality										
	Not Used	0	LS							$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	PI Primary Influent (12" steel)	70.33	LF	$ 200			$14,067		$ 2,813	$16,880	
	PE Primary Effluent (12" steel)	64.33	LF	$ 200			$12,867		$ 2,573	$15,440	
	Misc Piping	1	LS	$ 30,000			$ 30,000		$ 6,000	$37,500	
	Total							**$56,940**			**$69,820**
	Division 16 - Electrical										
	Electrical (Control Panel, Service Metering, Conduit,Wiring, Lighting, Grounding, VFD, Soft Starter, etc)	1	LS	$ 75,000			$ 75,000		$ -	$75,000	
	Total							**$75,000**			**$75,000**
	Division 17 - Instrumentation										
	Plant SCADA and Instrumentation (PLC, Master Control Panel, SCADA, Programming, etc)	1	LS	$ 20,000			$ 20,000		$ -	$20,000	
	Total							**$20,000**			**$40,000**
	Construction Total										**$1,168,220**
	Contingency and Construction Level of Difficulties		25%								$292,055
										Subtotal 1	**$1,460,275**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$73,014
										Subtotal 2	**$1,533,289**
	General Conditions (Percentage of Subtotal 2)		5%								$76,664
										Subtotal 3	**$1,609,953**
	Contractor Profit (Percentage of Subtotal 3)		15%								$241,493
										Subtotal 4	**$1,851,446**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$92,572
										Subtotal 5	**$1,944,100**

PRELIMINARY CONSTRUCTION COST OPINION - Chlorine Tank (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Site Clearing	1	LS	$ 10,000			$ 10,000			$10,000	
	Site Material Disposal	2816.00	CY	$ 10			$ 28,160			$28,160	
	Site Excavation	6332.50	CY	$ 20			$ 126,650			$126,650	
	Site Backfill	3516.50	CY	$ 20			$ 70,330			$70,330	
	FE Chlorination Pipe Site Material Disposal	0.05	CY	$ 10			$1			$1	
	FE Chlorination Pipe Site Excavation	66.67	CY	$ 20			$1,333			$1,333	
	FE Chlorination Pipe Backfill	66.61	CY	$ 20			$1,332			$1,332	
	Total							**$237,900**			**$237,900**
	Division 03 - Concrete										
	Concrete Tank	690.24	CY	$ 1,300			$ 897,313			$897,313	
	Total							**$897,400**			**$897,400**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Pipe Support	1	LS	$ 20,000			$ 20,000			$20,000	
	Total							**$20,000**			**$20,000**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ 10,000			$ 10,000			$10,000	
	Total							**$10,000**			**$10,000**
	Division 10 - Specialties										
	Signage	1	LS	$ 10,000			$ 10,000			$10,000	
	Total							**$10,000**			**$10,000**
	Division 11 - Equipment										
	Tank - Schneider - 1500 gallon (Ilnstallation - 25%)	2	EA	$ 20,000			$ 40,000		$ 10,000	$62,500	
	Chemical Injection Package	2	EA	$ 15,000			$ 30,000		$ 6,000	$45,000	
	Total							**$70,000**			**$107,500**
	Division 13 - Speciality										
	Not Used	0	LS							$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	MBR Effluent to Chlorination (16" steel)	75	LF	$ 400			$ 30,000.00		$ 6,000	$36,000	
	Misc Piping	1	LS	$ 20,000			$ 20,000		$ 4,000	$25,000	
	Total							**$50,000**			**$61,000**
	Division 16 - Electrical										
	Electrical (Control Panel, Service Metering, Conduit,Wiring, Lighting, Grounding, VFD, Soft Starter, etc)	1	LS	$ 25,000			$ 25,000		$ -	$25,000	
	Total							**$25,000**			**$25,000**
	Division 17 - Instrumentation										
	Plant SCADA and Instrumentation (PLC, Master Control Panel, SCADA, Programming, etc)	1	LS	$ 30,000			$ 30,000		$ -	$30,000	
	Total							**$30,000**			**$60,000**
	Construction Total										**$1,428,800**
	Contingency and Construction Level of Difficulties		25%								$357,200
										Subtotal 1	**$1,786,000**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$89,300
										Subtotal 2	**$1,875,300**
	General Conditions (Percentage of Subtotal 2)		5%								$93,765
										Subtotal 3	**$1,969,065**
	Contractor Profit (Percentage of Subtotal 3)		15%								$295,360
										Subtotal 4	**$2,264,425**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$113,221
										Subtotal 5	**$2,377,700**

PRELIMINARY CONSTRUCTION COST OPINION - Upgrade Ferric Sulfate Feed/Storage System (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Site Material Disposal	22.52	CY	$ 80			$ 1,801			$1,801	
	Site Excavation	33.78	CY	$ 30			$ 1,013			$1,013	
	Site Backfill	11.26	CY	$ 50			$ 563			$563	
	Total							**$3,400**			**$3,378**
	Division 03 - Concrete										
	Concrete Pad and Walls	19.64	CY	$ 1,500			$ 29,460			$29,460	
	Total							**$29,500**			**$29,500**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Ferric Sulfate Tank	1	EA	$ 6,250			$ 6,250		$ 1,250	$9,375	
	Chemical Injection Package	1	EA	$ 31,250			$ 31,250		$ 6,250	$46,875	
	Total							**$37,500**			**$56,250**
	Division 13 - Speciality										
	Not Used	0	LS							$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Misc Piping	1	LS	$ 12,000			$ 12,000		$ 2,400	$15,000	
	Total							**$12,000**			**$15,000**
	Division 16 - Electrical										
	Electrical/Controls	1	LS	$ 75,000			$ 75,000		$ -	$75,000	
	Total							**$75,000**			**$75,000**
	Division 17 - Instrumentation										
	Not Used	0	LS							$0	
	Total							**$0**			**$0**
	Construction Total										**$179,128**
	Contingency and Construction Level of Difficulties		25%								$44,782
										Subtotal 1	**$223,910**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$11,195
										Subtotal 2	**$235,105**
	General Conditions (Percentage of Subtotal 2)		5%								$11,755
										Subtotal 3	**$246,860**
	Contractor Profit (Percentage of Subtotal 3)		15%								$37,029
										Subtotal 4	**$283,890**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$14,194
										Subtotal 5	**$298,100**

PRELIMINARY CONSTRUCTION COST OPINION - Digester Coating (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Concrete Rehabilitation	1	LS	$ 100,000			$ 100,000			$100,000	
	Total							**$100,000**			**$100,000**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Internal Coating	2,308	LS	$ 60			$ 138,474			$138,474	
	Total							**$138,500**			**$138,474**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 13 - Speciality										
	Confined Space Entry	1	LS	$ 40,000			$ 40,000			$40,000	
	Total							**$40,000**			**$40,000**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$278,474**
	Contingency and Construction Level of Difficulties		25%								$69,619
										Subtotal 1	**$348,093**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$17,405
										Subtotal 2	**$365,497**
	General Conditions (Percentage of Subtotal 2)		5%								$18,275
										Subtotal 3	**$383,772**
	Contractor Profit (Percentage of Subtotal 3)		15%								$57,566
										Subtotal 4	**$441,338**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$22,067
										Subtotal 5	**$463,500**

PRELIMINARY CONSTRUCTION COST OPINION - Replace Piping in Grit Chamber (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	4" Piping	100	LF	$ 350			$ 35,000			$35,000	
	Total							**$35,000**			**$35,000**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$35,000**
	Contingency and Construction Level of Difficulties		25%								$8,750
										Subtotal 1	**$43,750**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$2,188
										Subtotal 2	**$45,938**
	General Conditions (Percentage of Subtotal 2)		5%								$2,297
										Subtotal 3	**$48,234**
	Contractor Profit (Percentage of Subtotal 3)		15%								$7,235
										Subtotal 4	**$55,470**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$2,773
										Subtotal 5	**$58,300**

PRELIMINARY CONSTRUCTION COST OPINION - Replace TF Center Drives (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Center Drive (2 Total, 1 Per Trickling Filter)	1	LS	$ 250,000			$250,000		$ 50,000	$300,000	
	Total							**$250,000**			**$300,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$300,000**
	Contingency and Construction Level of Difficulties		25%								$75,000
										Subtotal 1	**$375,000**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$18,750
										Subtotal 2	**$393,750**
	General Conditions (Percentage of Subtotal 2)		5%								$19,688
										Subtotal 3	**$413,438**
	Contractor Profit (Percentage of Subtotal 3)		15%								$62,016
										Subtotal 4	**$475,453**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$23,773
										Subtotal 5	**$499,300**

PRELIMINARY CONSTRUCTION COST OPINION - Replace East Primary Clarifier Center Drive (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Pipe Support	1	LS	$ -			$0			$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ -			$0			$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Center Drive (for East Primary Clarifier)	1	LS	$ 50,000			$50,000		$ 10,000	$60,000	
	Total							**$50,000**			**$60,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$60,000**
	Contingency and Construction Level of Difficulties		25%								$15,000
										Subtotal 1	**$75,000**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$3,750
										Subtotal 2	**$78,750**
	General Conditions (Percentage of Subtotal 2)		5%								$3,938
										Subtotal 3	**$82,688**
	Contractor Profit (Percentage of Subtotal 3)		15%								$12,403
										Subtotal 4	**$95,091**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$4,755
										Subtotal 5	**$99,900**

PRELIMINARY CONSTRUCTION COST OPINION - Replace Existing PVC Digester Gas Piping (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Pipe Support	1	LS	$ -			$0			$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ -			$0			$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Valves	1	LS	$ -			$0		$ -	$0	
	Total							**$0**			**$0**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	2"/3" PVC Piping	50	LF	$ 100			$5,000		$ 5,000	$10,000	
	Total							**$5,000**			**$10,000**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$10,000**
	Contingency and Construction Level of Difficulties		25%								$2,500
										Subtotal 1	**$12,500**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$625
										Subtotal 2	**$13,125**
	General Conditions (Percentage of Subtotal 2)		5%								$656
										Subtotal 3	**$13,781**
	Contractor Profit (Percentage of Subtotal 3)		15%								$2,067
										Subtotal 4	**$15,848**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$792
										Subtotal 5	**$16,700**

PRELIMINARY CONSTRUCTION COST OPINION - Replace Digester Hot Water Boiler (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Hot Water Boiler	1	LS	$ 81,000			$81,000		$ 25,000	$106,000	
	Total							**$81,000**			**$106,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$106,000**
	Contingency and Construction Level of Difficulties		25%								$26,500
										Subtotal 1	**$132,500**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$6,625
										Subtotal 2	**$139,125**
	General Conditions (Percentage of Subtotal 2)		5%								$6,956
										Subtotal 3	**$146,081**
	Contractor Profit (Percentage of Subtotal 3)		15%								$21,912
										Subtotal 4	**$167,993**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$8,400
										Subtotal 5	**$176,400**

PRELIMINARY CONSTRUCTION COST OPINION - Replace TF Effluent Distribution Valves (4) (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Painting and Coating	1	LS	$ -				$0		$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Trickling Filter Distribution Gate Valve (18")	4	EA	$ 20,000			$80,000		$ 25,000	$105,000	
	Total							**$80,000**			**$105,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$105,000**
	Contingency and Construction Level of Difficulties		25%								$26,250
										Subtotal 1	**$131,250**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$6,563
										Subtotal 2	**$137,813**
	General Conditions (Percentage of Subtotal 2)		5%								$6,891
										Subtotal 3	**$144,703**
	Contractor Profit (Percentage of Subtotal 3)		15%								$21,705
										Subtotal 4	**$166,409**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$8,320
										Subtotal 5	**$174,800**

PRELIMINARY CONSTRUCTION COST OPINION - Replace TF Recirculation Pumps (2) (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Trickling Filter Recirculation Pump (1800 GPM @ 20 ft 15 HP)	2	EA	$ 25,000			$50,000		$ 25,000	$75,000	
	Total							**$50,000**			**$75,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$75,000**
	Contingency and Construction Level of Difficulties		25%								$18,750
										Subtotal 1	**$93,750**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$4,688
										Subtotal 2	**$98,438**
	General Conditions (Percentage of Subtotal 2)		5%								$4,922
										Subtotal 3	**$103,359**
	Contractor Profit (Percentage of Subtotal 3)		15%								$15,504
										Subtotal 4	**$118,863**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$5,943
										Subtotal 5	**$124,900**

PRELIMINARY CONSTRUCTION COST OPINION - Replace Grit/Cyclone Unit (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Grit/Cyclone Unit (3.6 MGD Capacity)	1	LS	$ 150,000			$150,000		$ 30,000	$180,000	
	Total							**$150,000**			**$180,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$180,000**
	Contingency and Construction Level of Difficulties		25%								$45,000
										Subtotal 1	**$225,000**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$11,250
										Subtotal 2	**$236,250**
	General Conditions (Percentage of Subtotal 2)		5%								$11,813
										Subtotal 3	**$248,063**
	Contractor Profit (Percentage of Subtotal 3)		15%								$37,209
										Subtotal 4	**$285,272**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$14,264
										Subtotal 5	**$299,600**

PRELIMINARY CONSTRUCTION COST OPINION - Replace Two Old Grit Pumps (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Grit Pump (220 GPM @ 50 ft 25 HP)	2	EA	$ 40,000			$80,000		$ 25,000	$105,000	
	Total							**$80,000**			**$105,000**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$105,000**
	Contingency and Construction Level of Difficulties		25%								$26,250
										Subtotal 1	**$131,250**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$6,563
										Subtotal 2	**$137,813**
	General Conditions (Percentage of Subtotal 2)		5%								$6,891
										Subtotal 3	**$144,703**
	Contractor Profit (Percentage of Subtotal 3)		15%								$21,705
										Subtotal 4	**$166,409**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$8,320
										Subtotal 5	**$174,800**

PRELIMINARY CONSTRUCTION COST OPINION - Recycled Water Laterals (Phase I)

Project: City of Banning MBR
Client: City of Banning MBR
Location: City of Banning

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	UNIT LABOR	UNIT LABOR COST	MATERIAL SUBTOTAL	MATERIAL TOTAL	LABOR SUBTOTAL	MATERIAL & INSTALLATION SUBTOTAL	MATERIAL & INSTALLATION TOTAL
	Division 01 - General Requirements										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 02 - Site Work										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 03 - Concrete										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 04 - CMU										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 05 - Metals										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 07 - Thermal and Moisture Protection										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 08 - Doors and Windows										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 09 - Finishes										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 10 - Specialties										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 11 - Equipment										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 13 - Speciality										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 15 - Mechanical										
	Banning High School (6" Pipe)	1500	LF	$ 165			$ 247,500		$ 49,500	$297,000	
	Dysart Park (6" Pipe)	3500	LF	$ 165			$ 577,500		$ 115,500	$693,000	
	Lions Park (6" Pipe)	1500	LF	$ 165			$ 247,500		$ 49,500	$297,000	
	Total							**$1,072,500**			**$1,287,000**
	Division 16 - Electrical										
	Not Used									$0	
	Total							**$0**			**$0**
	Division 17 - Instrumentation										
	Not Used									$0	
	Total							**$0**			**$0**
	Construction Total										**$1,287,000**
	Contingency and Construction Level of Difficulties		25%								$321,750
										Subtotal 1	**$1,608,750**
	Mobilization and Insurance (Percentage of Subtotal 1)		5%								$80,438
										Subtotal 2	**$1,689,188**
	General Conditions (Percentage of Subtotal 2)		5%								$84,459
										Subtotal 3	**$1,773,647**
	Contractor Profit (Percentage of Subtotal 3)		15%								$266,047
										Subtotal 4	**$2,039,694**
	Escalation to Mid-Point of Construction Assume 2022 (Percentage of Subtotal 4)		5%								$101,985
										Subtotal 5	**$2,141,700**

BUDGET ITEM DESCRIPTION	COMPUTATION			Recipient	Reclamation	TOTAL COST
	Price/Rate	Unit	Quantity			
SALARIES AND WAGES						
Not applicable				$ -	$ -	$ -
					Subtotal	**$ -**
FRINGE BENEFITS - See proposal in official file for detailed calculations						
Not applicable		percent		$ -	$ -	$ -
					Subtotal	**$ -**
EQUIPMENT - Leased Equipment use rate + hourly wage/salary x est. hours for assisted activity—Describe equipment to be purchased, unit price, # of units for all equipment to be purchased or leased for assisted activity: Do not list contractor supplied equipment here.						
Not applicable				$ -	$ -	$ -
			Subtotal	$ -	$ -	**$ -**
SUPPLIES/MATERIALS - Describe all major types of supplies/materials, unit price, # of units, etc., to be used on this assisted activity.						
Not applicable				$ -	$ -	$ -
					Subtotal	**$ -**
CONTRACTUAL/ CONSTRUCTION - Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.						
Phase 1 Costs: City of Banning WWTP Upgrades						
Task 1: CEQA						
CEQA (bio, cultural, air quality & IS/MND)	$180,000	LS	1.0	$ 135,000	$ 45,000	$ 180,000
Permitting	$120,000	LS	1.0	$ 90,000	$ 30,000	$ 120,000
					Subtotal	**$ 300,000**
Task 2: Design						
Preliminary Design	$1,409,808	% of cost	2.0%	$ 1,057,356	$ 352,452	$1,409,808
Final Design	$5,639,232	% of cost	8.0%	$ 4,229,424	$ 1,409,808	$5,639,232
					Subtotal	**$ 7,049,040**
Task 3: Construction						
RO system	$ 3,497,500	LS	1.0	$ 2,623,125	$ 874,375	$ 3,497,500
Brine Drying Beds and Evaporators	$ 5,256,100	LS	1.0	$ 3,942,075	$ 1,314,025	$ 5,256,100
MBR Facility (3.6 MGD)	$ 52,887,000	LS	1.0	$ 39,665,250	$ 13,221,750	$ 52,887,000
Primary Clarifier	$ 1,944,100	LS	1.0	$ 1,458,075	$ 486,025	$ 1,944,100
Chlorine Tank	$ 2,377,700	LS	1.0	$ 1,783,275	$ 594,425	$ 2,377,700
Upgrade Ferric Sulfate Feed/Storage System	$ 298,100	LS	1.0	$ 223,575	$ 74,525	$ 298,100
Digester Coating	$ 463,500	LS	1.0	$ 347,625	$ 115,875	$ 463,500
Replace Piping in Grit Chamber	$ 58,300	LS	1.0	$ 43,725	$ 14,575	$ 58,300
Replace TF Center Drives	$ 499,300	LS	1.0	$ 374,475	$ 124,825	$ 499,300
Replace East Primary Clarifier Center Drive	$ 99,900	LS	1.0	$ 74,925	$ 24,975	$ 99,900
Replace Existing PVC Digester Gas Piping	$ 16,700	LS	1.0	$ 12,525	$ 4,175	$ 16,700
Replace Digester Hot Water Boiler	$ 176,400	LS	1.0	$ 132,300	$ 44,100	$ 176,400
Replace TF Effluent Distribution Valves (4)	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Replace TF Recirculation Pumps (2)	$ 124,900	LS	1.0	$ 93,675	$ 31,225	$ 124,900
Replace Grit/Cyclone Unit	$ 299,600	LS	1.0	$ 224,700	$ 74,900	$ 299,600
Replace Two Old Grit Pumps	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Recycled Water Laterals	$ 2,141,700	LS	1.0	$ 1,606,275	$ 535,425	$ 2,141,700
					Subtotal	**$ 70,490,400**
Task 4: Construction Admin						
Construction Management and Inspection	$7,049,040	% of cost	10.0%	$ 5,286,780	$ 1,762,260	$ 7,049,040
Environmental Monitoring and Support during Construction	$100,000	LS	1.0%	$ 75,000	$ 25,000	$ 100,000
					Subtotal	**$ 7,149,040**
OTHER - List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.						
Contingency (10% of project cost)	$8,498,848	% of cost	10.0%	$ 6,374,136	$ 2,124,712	$ 8,498,848
					Subtotal	**$ 8,498,848**
TOTAL DIRECT COSTS:				**70,115,496.00**	**23,371,832.00**	**$ 93,487,328**
INDIRECT COSTS -						
Not applicable						$ -
TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:						**$ 93,487,328**

Appendix F
Nitrogen Removal and Plant Reliability Technical Memo

City of Banning

WWTP Upgrade OA Service

Draft Nitrogen Removal and Plant Reliability Technical Memo

November 27, 2023









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Reviewed by: James Wang



EXECUTIVE SUMMARY

The purpose of this memo is to evaluate biological treatment alternatives for nitrogen removal and the production of recycled water for the City of Banning Wastewater Treatment Plant. Wastewater treatment stages considered for this evaluation included biological, tertiary, and solids treatments. Several process options were assessed within each treatment stage to develop a list of wastewater treatment alternatives for further evaluation. The treatment alternatives are evaluated based on estimated construction and operating costs, operational issues, site constraints, and the ability to comply with current and future regulatory requirements. Additionally, this evaluation considered existing treatment process operations, and the ability to upgrade or reuse facilities for future use. The viable wastewater treatment alternatives developed from the evaluation are listed below:

Alternative 1 - Return Flow from Trickling Filter Effluent to Primary Clarifier
Alternative 2 - Conventional Activated Sludge
Alternative 3 - Moving Bed Biofilm Reactor
Alternative 4 - Membrane Bioreactor

The recommended alternative is the Membrane Bioreactor based on its expandability, operational reliability, effluent quality, and flexibility to meet future permit and reuse requirements.

1 BACKGROUND

The City of Banning (City) owns and operates a wastewater treatment plant (WWTP) located at 2242 East Charles Street, Banning, California 92220. The WWTP has a design treatment capacity of 3.6 million gallons per day (MGD) and currently discharges an average of 2.07 MGD into 10 unlined evaporation/percolation ponds. Future (Year 2035) average flow is expected to increase to 3.6 MGD. The treated effluent then percolates into the groundwater of the San Gorgonio Hydraulic Unit. Groundwater from this basin is used for municipal, industrial, and agricultural applications.

1.1 Regional Water Quality Control Board Order

On June 30, 2016, the California Regional Water Quality Control Board adopted Board Order R7-2016-0015, which describes the Waste Discharge Requirements (WDRs) and other terms and conditions of operation for the WWTP. The Board Order requires the WWTP to remove constituents that present the greatest risk to groundwater quality such as nitrogen, coliforms, and total dissolved solid (TDS). According to the United States Environmental Protection Agency (US EPA), the maximum contaminant level (MCL) for Nitrate as Nitrogen is 10 mg/L. Per the Board Order, it is assumed all nitrogen available converts to nitrate/nitrite so Total Nitrogen (TN) is used as the measurement of concern. The wastewater effluent limitations per the Board Order are outlined in Table 1.

Table 1. WWTP effluent limitations per Board Order R7-2016-0015

Parameter	30-Day Average	7-Day Average
20°C BOD_5	30 mg/L	45 mg/L
TSS	30 mg/L	45 mg/L
pH	6.0 - 9.0	
30-Day Daily Dry Weather Discharge	< 3.6 MGD	
DO	Upper Zone of the Ponds > 1.0 mg/L	
TDS	Not to Exceed 300 mg/L above the Water Supply	
TN*	10 mg-N/L	

*City does not need to comply with this limit at this time

Currently, the average TN concentration in the WWTP's effluent is 27 mg-N/L, well above the future TN limit of 10 mg-N/L specified in Board Order R7-2016-0015. As a result, the City will need to upgrade the biological treatment process at the WWTP to lower the TN below 10 mg-N/L.

1.2 Title 22 Requirements

The City is interested in utilizing WWTP effluent for beneficial non-potable reuse applications such as landscape, public parks, and golf course irrigation. However, the WWTP effluent, based

on the Annual Operations Monitoring Report for 2022, does not comply with California's water recycling criteria outlined in Title 22, Code of Regulations. To comply with Title 22 requirements, the effluent must meet the following requirements:

- Average daily turbidity less than 2 nephelometric turbidity unit (NTU); approximately 3 – 5 mg/L TSS.
- Effluent cannot exceed 5 NTU more than 5% of the time.
- Effluent cannot exceed 10 NTU at any time.
- Coagulant must be added if the influent to the filter exceeds 5 NTU for more than 15 minutes, or 10 NTU at any time.
- The disinfection process must provide a chlorine residual that provides 450 milligram-minutes per liter (mg-min/L) under minimal modal contact time (CT) of 90 minutes.
    - This corresponds to a residual of 5 mg/L or less, or any process that achieves 5-log virus removal.
- Total coliform cannot exceed the average most probable number (MPN) of 2.2 per 100 milliliters (mL).
- No more than one sample per month can exceed an MPN of 23 per 100 mL.

The WWTP currently discharges 27 mg/L TN and 20 mg/L TSS. In order to meet tertiary requirements, the City will be required to improve the removal efficiency of the existing WWTP to comply with the TN, turbidity, and disinfection requirements.

1.3 Beaumont Basin Plan Requirements

The largest potential recycled water user for the City of Banning is Sun Lakes Country Club, a golf course located above the Beaumont Basin Management Zone. In order to serve recycled water to Sun Lakes, the WWTP effluent must meet the Beaumont Basin maximum benefit objectives for TDS and TN of 330 mg/L and 5 mg/L, respectively. With a current average TDS of 390 mg/L and TN of 27 mg/L, the WWTP effluent does not meet either of these limits. Due to these restrictions, and potential stricter limits for the San Gorgonio region in the future, the City will need to implement a reverse osmosis train post-secondary treatment to further reduce the WWTP's TDS and TN levels.

The purpose of this technical memo is to evaluate potential treatment alternatives for the WWTP that comply with the Regional Water Quality Board Order as well as Title 22 and Beaumont Basin Management Zone requirements for tertiary water, and recommend the most suitable system for the City.

2 BIOLOGICAL TREATMENT ALTERNATIVES

Four viable biological treatment options were selected for evaluation to treat the anticipated average daily flow of 3.6 MGD. The treatment alternatives include:

1. Return Flow from Trickling Filter Effluent to Primary Clarifier
2. Conventional Activated Sludge
3. Moving Bed Biofilm Reactor
4. Membrane Bioreactor

For Alternatives 2-4, BioWin modeling results from the 2020 Banning Nitrogen Removal Feasibility Study (2020 Study) were used to compare effluent water quality. For Alternative 1, a new BioWin simulation was conducted to determine a different strategy that would allow the existing trickling filters to comply with the Board Order TN requirements. The previous design from the 2020 Study of increasing the recirculation of the trickling filters to 350% was ruled out, as this only lowered the final TN to 9.92 mg/L, just below the Board Order requirement of 10 mg/L. Alternative 1, as currently being considered, would send recirculation flow from the trickling filters back to primary influent.

2.1 Alternative No. 1: Return Flow from Trickling Filter Effluent to Primary Clarifier

2.1.1 Overview

Trickling Filters (TF) are currently utilized by the City at the WWTP. TF, shown in Figure 1, is an aerobic attached growth process used for secondary treatment. It consists of a tank filled with different types of media such as crushed stone, rocks, or plastic materials ranging in size from 2 – 4 inches. Wastewater is distributed by a rotary distributor arm over the top area of a vessel containing non-submerged packing material. As the wastewater trickles through the bed, microbial growth on the media forms a biofilm. The organic material in the wastewater is degraded by microorganisms attached to the biofilm. Some of the ammonia nitrogen in the wastewater is oxidized by nitrifying bacteria to nitrate or nitrite to nitrogen. An essential element of the trickling filter design and operation is the recirculation of effluent to the filter media for process optimization and increased treatment performance.

There are four basic trickling filter types: low-rate, intermediate-rate, high-rate, and roughing filters. Low-rate filters are loaded at less than 40 kg BOD_5 per day. The residual solids are usually well digested, producing a higher quality secondary effluent. Intermediate-rate filters are loaded up to 64 kg BOD_5 per day. This system requires wastewater recirculation to ensure sufficient effluent quality. High-rate filters have a maximum organic load, ranging from 64 – 160 kg BOD_5 per day. In this system, a secondary filtration stage is required to achieve effluent standards. Roughing filters are typically loaded from 160 – 480 kg BOD_5 per day. Overall, low-rate and high-rate trickling filters achieve the highest organic removal rates.



Figure 1. Trickling filters at the City WWTP

Advantages	Disadvantages
• Simplicity in biological operation • Low energy requirements • Low maintenance requirements • Low sludge production • Appropriate for small and medium sized communities • No problems of sludge bulking in secondary clarifiers • Improved sludge thickening abilities • Durable process elements	• Low loading rate requirements depending on media • Diffusion limitations and possibility of mass transfer • Higher BOD_5 and solid concentrations in the effluent • Issues with biofilm maintenance due to excess sloughing • Odor problems • Low efficiency at cold temperatures

2.1.2 Implementation at the WWTP

The existing operation of the trickling filters does not allow for sufficient N/DN to occur. One way to reduce trickling filter nitrate is to recycle trickling filter effluent to the headworks. Any denitrification achieved in the headworks and primary clarifiers would not only reduce the BOD in the primary effluent but also reduce the nitrate in the secondary effluent.

A recirculation pump, with a capacity of 1,400 gpm, will be installed at the Trickling Filter Recirculation Station. The pump will take trickling filter effluent and deliver it to the headworks at the Grit Chamber Splitter Box. Based on BioWin modeling results, the expected secondary effluent for the constituents of concern is provided in Table 2. As seen in Table 2, the operation of the trickling filters will comply with BOD_5 and TN effluent goals. However, to confirm that this approach will effectively lower TN levels, a 2-month pilot test will be conducted at the Plant.

Table 2. Secondary effluent water quality for Alternative 1

Parameter	Secondary Effluent Water Quality
BOD_5	24.74 mg/L
TSS	6.31 mg/L
TN	7.50 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 1 to comply with Board Order and Title 22 requirements is shown in Table 3. Annual O&M costs include pump power consumption, chemicals (NaOCl and polymers), and labor and maintenance of equipment. Due to the age and condition of the existing TFs, the remaining service life of both TFs is expected to be 10 years maximum. Therefore, although the capital cost only involves the addition of the recirculation flow, the 20-year life cycle cost includes the replacement of both TFs in 2035.

A tertiary filter is required to comply with Title 22 turbidity requirements, and ultrafiltration is needed to meet the Beaumont Basin maximum benefit objectives. If the pilot test is unsuccessful, a denitrification filter will need to be implemented rather than the proposed recirculation flow to the primary clarifier.

Table 3. Capital, O&M, and life cycle cost summary for Alternative 1

Cost Component	Cost
Capital	
Recirculation to Primary Clarifier	$705,500
Tertiary Filter	$2,721,000
Ultrafiltration	$5,900,000
Anaerobic Digester	$2,100,000
Total Capital Cost	**$11,426,500**
Annual O&M	
Power	$196,574
Chemical	$18,750
Labor and Maintenance	$1,080,000
Total O&M Cost	**$1,098,750**
20-Year Life Cycle Cost	
$44,768,000	

2.2 Alternative No. 2: Conventional Activated Sludge

2.2.1 Overview

The conventional activated sludge (CAS) process, shown in Figure 2, is a biological wastewater treatment system where various microorganisms growing as suspended flocs, called mixed liquor, degrade organic matter in the wastewater. The mixed liquor settles in the secondary clarifiers, effluent is discharged for further treatment, and the microorganisms are recirculated back to the bioreactor as return activated sludge (RAS). Oxygen is provided by blowers and diffusers to facilitate the growth of microorganisms. Excess sludge is wasted so that the system can be operated at a target solids retention time.

The conventional activated sludge process can be modified for biological nitrogen removal. This is accomplished by dividing the bioreactor into the aerobic zone and anoxic zone (where no oxygen is provided). Ammonia in the wastewater is oxidized to nitrite and nitrate in the aerobic zone, whereas nitrate and nitrite are denitrified to nitrogen gas in the anoxic zone. In the modified Ludzack-Ettinger (MLE) configuration, the anoxic zone is placed upstream of the aerobic zone. Nitrate and nitrite are recirculated back to from the end of the aerobic zone to the anoxic zone for denitrification. Other configurations, such as the step-feed activated sludge process, have also been used successfully for nitrogen removal.

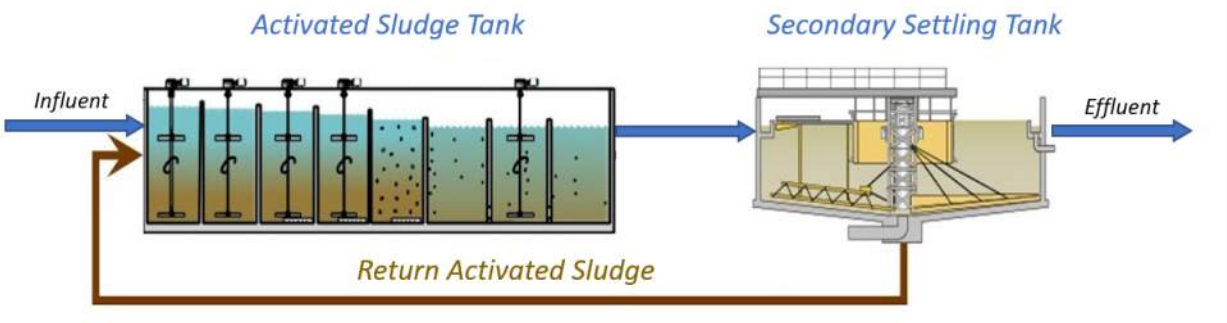


Figure 2. Conventional activated sludge flow diagram

Advantages

- Plenty of operating experience
- Uniform mixing in aeration tanks
- High oxygen transfer efficiency
- Solid and liquid stream separation
- High quality effluent

Disadvantages

- High operational cost
- Sludge disposal requirement
- Diffusers require regular cleaning

2.2.2 Implementation at the WWTP

Conventional activated sludge is one of the most common biological nutrient removal systems in the United States. New bioreactors with anoxic and aerobic zones will need to be constructed for

this system. The City owns the property immediately to the west of the WWTP where the proposed CAS system could be located. The existing trickling filters will be decommissioned, while the existing primary clarifiers and primary effluent pump station will remain in operation. The existing secondary clarifiers will not be suitable for the increased flow as the underflow drain is only 6" in diameter. The new RAS line needs to be at least 12" in diameter to handle the increased RAS flows. New rectangular clarifiers will need to be constructed north of the bioreactors to handle half (1.8 MGD) of the average daily flow. An external carbon source is not necessary for this option. Modeled secondary effluent water quality from the 2020 Study is provided in Table 4.

Table 4. Secondary effluent water quality for Alternative 2

Parameter	Secondary Effluent Water Quality
BOD_5	4.78 mg/L
TSS	10.96 mg/L
TN	7.49 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 2 is shown in Table 5. A tertiary filter is required to comply with Title 22 turbidity requirements, and ultrafiltration is needed to meet the Beaumont Basin maximum benefit objectives. Annual O&M costs are based on power, chemical (NaOCl and polymer), and labor and maintenance.

Table 5. Capital, O&M, and life cycle cost summary for Alternative 2

Cost Component	Cost
Capital	
Activated Sludge System	$48,910,800
Tertiary Filter	$2,721,000
Ultrafiltration	$5,900,000
Anaerobic Digester	-
Total Capital Cost	**$57,531,800**
Annual O&M	
Power	$1,310,496
Chemical	$18,750
Labor and Maintenance	$1,080,000
Total O&M Cost	**$2,409,246**
20-Year Life Cycle Cost	
$119,328,000	

2.3 Alternative No. 3: Moving Bed Biofilm Reactor

2.3.1 Overview

The moving bed biofilm reactor (MBBR) process, shown in Figure 3, is a biological treatment process that was developed by combining the conventional activated sludge system and suspended biofilm carrier media. This process incorporates polyethylene or other material media that provides surface area for the growth of heterotrophic and autotrophic bacteria biofilm in uniformly mixed tanks. The MBBR contains media with a surface area ranging from 400 – 600 m^2/m^3. A final clarifier is used to remove suspended solids and to produce a clarified effluent. Settled sludge can be returned to the bioreactor if necessary.

MBBRs may be used for aerobic, anoxic, or anaerobic processes. The system can handle high organic loads and high substrate concentrations. Nitrification rates are influenced by the organic load, dissolved oxygen (DO) concentration, ammonium nitrogen concentration, temperature, pH, and alkalinity in the reactor.

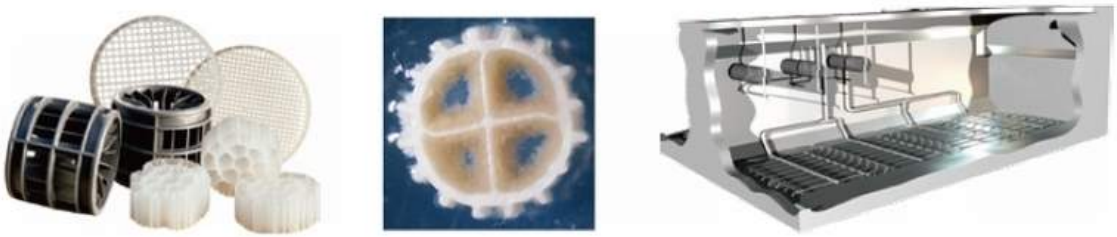


Figure 3. MBBR system components (courtesy of Veolia)

Advantages	Disadvantages
• Backwash is not necessary • A high specific biofilm surface area • Continuous operation of the reactor without clogging • Ability to increase the plant capacity without expansion of existing reactor volume • Easy to operate • Stable operation at low temperature • Long life expectancy of biofilm media carriers	• Media can wash out over time; regular cleaning of effluent screens • Longer start up time requirement • Bacterial activity has to be monitored periodically • Cost of the media

2.3.2 Implementation at the WWTP

For the MBBR system, plastic biocarriers are suspended in the aerobic and anoxic tanks to allow for microorganism growth. The primary effluent enters a common influent channel where flow is evenly distributed into the four tanks. The first tank is aerobic where heterotrophs are predominant and organic removal primarily occurs. The next tank is also aerobic, but the conditions are enhanced for the growth of nitrifiers for ammonia removal. From here, wastewater enters the anoxic tank where denitrification occurs. With this process configuration,

an external carbon source such as methanol or glycerol is added to promote denitrification. Alternatively, the City can reverse this process by having an anoxic tank upstream of the aeration tanks and utilize an internal recycle to maintain the carbon requirements for denitrification. This would decrease chemical costs but increase power costs due to additional pumping requirements. A final, small polishing reaeration step is included to re-add oxygen back into the wastewater for the purpose of downstream processes that require oxygen in the system. The secondary effluent is conveyed to the existing secondary clarifiers where a small portion of the sludge is returned to the reaeration tanks. The reactors will be equipped with media retention screens to keep the media elements from leaving the MBBR basins. Modeled secondary effluent water quality from the 2020 Study is provided in Table 6.

Table 6. Secondary effluent water quality for Alternative 3

Parameter	Secondary Effluent Water Quality
BOD_5	4.34 mg/L
TSS	6.64 mg/L
TN	8.00 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 3 is shown in Table 7. A tertiary filter is required to comply with Title 22 turbidity requirements, and ultrafiltration is needed to meet the Beaumont Basin maximum benefit objectives. Annual O&M costs are based on power, chemical (NaOCl, methanol, and polymer), and labor and maintenance.

Table 7. Capital, O&M, and life cycle cost summary for Alternative 3

Cost Component	Cost
Capital	
MBBR	$39,346,500
Denitrification Filter	-
Tertiary Filter	$2,721,000
Ultrafiltration	$5,900,000
Anaerobic Digester	$2,100,000
Total Capital Cost	**$50,067,500**
Annual O&M	
Power	$1,474,308
Chemical	$18,750
Labor and Maintenance	$1,080,000
Total O&M Cost	**$2,573,058**
20-Year Life Cycle Cost	
$116,048,000	

2.4 Alternative No. 4: Membrane Bioreactor

2.4.1 Overview

Membrane Bioreactors (MBRs), shown in Figure 4, consist of a biological reactor with suspended biomass and solids separation by microfiltration or ultrafiltration membranes with the nominal pore size ranging from 0.07 – 2.0 µm and 0.008 – 0.2 µm, respectively. MBRs can be operated at higher MLSS concentrations (8,000 – 12,000 mg/L), as a result, the reactor size is reduced. Solids liquid separation is accomplished with membranes instead of clarifiers. There are two fundamental arrangements of MBRs: (1) integrated systems that have membranes immersed in an activated sludge reactor and (2) separate systems that have a membrane module placed outside the reactor. Immersed MBRs typically use hollow fiber membranes that operate at lower pressures, accommodate various types of biosolids, concentrate biosolids without settling concerns, and have lower life-cycle costs. Separate systems are typically pressure driven and the membranes are in a stand-alone tank. Properly configured, the MBR process removes nitrogen similar to the activated sludge process.

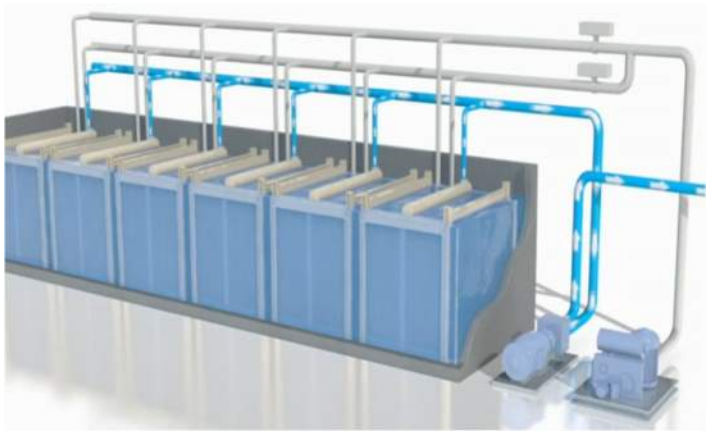


Figure 4. MBR Facility (courtesy of KY OCP)

Advantages

- Higher MLSS concentrations therefore a small footprint
- Less sludge production due to longer SRT design
- High effluent quality
- No secondary clarifier is needed
- Better site planning for City WWTP
- No UF pretreatment for future RO

Disadvantages

- High capital costs (membranes)
- High energy costs compared to the conventional process due to membrane scouring
- Limited time on membrane life
- High cost membrane replacement

2.4.1.1 Packaged vs Non-Packaged System

There are two options to consider for an MBR system: a packaged or non-packaged system. The main differences between the two options are cost, schedule, and aesthetics. Unlike packaged MBR systems which comprise of pre-engineered, prefabricated structures, non-packaged MBR systems require the contractor to source all related equipment, resulting in higher costs and longer construction schedules. Typically, packaged MBR systems involve stainless-steel tanks while non-packaged systems involve concrete tanks; the significant site work and material cost required for the construction of concrete costs also contribute to the higher overall cost of non-packaged systems. As for aesthetics, concrete structures are more common at existing municipal treatment plants. However, a prefabricated building can be built around a packaged MBR system for appearance purposes.

2.4.2 Implementation at the WWTP

The MBR system combines conventional biological nutrient removal with the use of membranes for the separation of solids and treated effluent. The MBR process train is similar to Alternative 2 except that membranes replace the secondary clarifiers and tertiary filters. The design MLSS of the MBR system is also much higher than Alternatives 2, which allows for greater treatment capacity per unit volume of the aeration basin. One design note is that the high recycle from the membrane aeration zone impacts the denitrification ability and the carbon demand. Consequently, a tank will be provided to allow the DO to decrease by endogenous respiration before the recycle stream is returned to the anoxic zone.

Membrane fouling is controlled by several methods of cleaning which includes the chemical clean in place (CIP) system, relaxation, and air scouring. Chemical CIP cleaning is also referred to as maintenance cleaning used to address irreversible fouling. This type of cleaning usually occurs at least 10 times a year and is completely automated; however, it can also be manually operated as needed. The membrane units are cleaned in place quickly by injecting a dilute solution of bleach into the permeate line which remains in the membranes for 1 to 3 hours and then the normal operation is resumed. During the cleaning of one basin, the other basins are left online and operated at a slightly higher flux rate as required to meet plant demand. Although this type of cleaning is efficient, the addition of chemicals will degrade any membrane material over time. Therefore, replacement of the membranes will be required.

There are two types of membranes available for wastewater applications: hollow fiber and flat sheet. Hollow fiber membranes are constructed of a microporous structure and are densely packed into tubes to create the membrane module. These tightly packed modules allow for high membrane surface areas and high outside pressure tolerance. Typically, flow is applied to the outside of the membranes and permeate is removed via the inner tube of the module. However, some manufacturers offer the opposite (in-out) flow pattern. The typical vacuum pressure applied to the hollow fiber membranes is around 10 pounds per square inch (psi). Flat sheet membranes are constructed of paper-like backing material with a membrane cast on the surface of the paper. These plates are submerged into the membrane tank, and permeate pass through

the membrane from the outside in. The membranes allow the biofilm to attach and are continuously aerated to prevent solids buildup.

Modeled secondary effluent water quality from the 2020 Study is provided in Table 8.

Table 8. Secondary effluent water quality for Alternative 4

Parameter	Secondary Effluent Water Quality
BOD_5	0.86 mg/L
TSS	0.00 mg/L
TN	7.74 mg-N/L

A summary of the capital, annual O&M, and 20-year life cycle costs for Alternative 4 is shown in Table 9. Annual O&M costs are based on power, chemical, and labor and maintenance. Chemical costs include NaOCl, polymer, citric acid, sodium bisulfite, and sodium hydroxide. Costs are based on the hollow fiber membrane type and include a range of costs from a non-packaged to a packaged system.

Table 9. Capital, O&M, and life cycle cost summary for Alternative 4

Cost Component	Cost
Capital	
MBR	$52,887,000 - $68,996,868
Tertiary Filter	-
Ultrafiltration	-
Anaerobic Digester	-
Total Capital Cost	**$52,887,000 - $68,996,868**
Annual O&M	
Power	$1,638,120
Chemical	$37,500
Labor and Maintenance	$1,200,000
Total O&M Cost	**$2,875,620**
20-Year Life Cycle Cost	
$126,344,000 - $142,454,000	

3 COMPARISON OF TREATMENT ALTERNATIVES

A comprehensive summary of the capital, annual O&M, and 20-year life cycle costs for the wastewater treatment alternatives developed for the City of Banning is shown in Table 10. The 20-year life cycle cost shows that Alternative 1 is the least expensive alternative. This alternative is essentially the baseline scenario to comply with Board Order and Title 22 requirements at 3.6 MGD and utilizes the existing treatment process as much as possible. However, this alternative provides the least flexibility regarding expected effluent water quality, particularly for BOD_5 and TN. If future discharge permit limits become more stringent, or other constituents, such as phosphorus, become regulated, upgrades to Alternative 1 would be challenging and costly.

Table 10. Cost comparison summary for the treatment alternatives

Treatment Alternative	Capital	Annual O&M	20-Year Life Cycle
Alternative 1 Trickling Filter	$11,426,500	$1,098,750	$44,768,000
Alternative 2 Activated Sludge	$57,531,800	$2,409,246	$119,328,000
Alternative 3 MBBR	$50,067,500	$2,573,058	$116,048,000
Alternative 4 MBR	$52,887,000 - $68,996,868	$2,875,620	$126,344,000 - $142,454,000

The cost comparison summary identifies three groupings of the treatment alternatives. Alternative 1 is the cheapest all-around option. Life cycle costs for Alternatives 2 and 3 are within $3,000,000 of one another and utilize the same treatment process with slightly varied components that alter the overall process operation. Between Alternatives 2 and 3, Alternative 3 provides the lower capital cost option due to the reduction in required tank size as compared to conventional activated sludge. Alternative 4 has an expensive capital cost, since the MBR system produces the highest effluent water quality. The capital cost for Alternatives 2 and 4 are relatively close to one another. However, the annual O&M costs show that Alternative 4 becomes more costly over a 20-year life cycle.

A breakdown of the required WWTP upgrades to meet Board Order requirements and Title 22 regulations for each alternative is provided in Table 11. The tertiary filter and ultrafiltration costs are the same for Alternatives 1 – 3, and not required for Alternative 4. Alternatives 2 and 4 do not require any additional anaerobic digesters, while Alternatives 1 and 3 will require a new anaerobic digester.

Table 11. Unit operation cost comparison for the treatment alternatives

Unit	Alternative 1 Trickling Filter	Alternative 2 Activated Sludge	Alternative 3 MBBR	Alternative 4 MBR
Recirculation to Primary Clarifier	$705,500	-	-	-
Activated Sludge	-	$48,910,800	-	-
MBBR	-	-	$39,346,500	-
MBR	-	-	-	$52,887,000 - $68,996,868
Tertiary Filter	$2,721,000	$2,721,000	$2,721,000	-
Ultrafiltration	$5,900,000	$5,900,000	$5,900,000	-
Anaerobic Digester	$2,100,000	-	$2,100,000	-
Total	**$11,426,500**	**$57,531,800**	**$50,067,500**	**$52,887,000 - $68,996,868**

A comparison of the expected secondary effluent water quality for all alternatives is provided in Table 12. The concentrations presented do not reflect tertiary filter effluent to show the comparison between biological treatment systems. All the alternatives comply with the Board Order requirements with respect to nitrogen. Compared to Alternative 1, Alternatives 2 – 4 produce better water quality, can meet possible more stringent discharge limits, and have better flexibility to stay in compliance if treatment efficiency degrades. Alternative 4 produces the best all-around effluent water quality, and an additional tertiary filter is not required to comply with Title 22 requirements unlike Alternatives 1 – 3.

Table 12. Secondary effluent water quality comparison for the treatment alternatives

Parameter	Secondary Treatment Effluent Concentration (mg/L)			
	Alternative 1 Trickling Filter	Alternative 2 Activated Sludge	Alternative 3 MBBR	Alternative 4 MBR
BOD_5	24.74	4.78	4.34	0.86
TSS	6.31	10.96	6.64	0
TN	7.50	7.49	8.00	7.74

Non-monetary criteria for the alternatives are compared in Table 13. The criteria for each alternative were given a ranking from 1 to 5; 5 being the best (and in terms of footprint, smallest), and 1 being the worst (and in terms of footprint, largest). Alternative 1 is the least scalable, operationally reliable, and flexible to meet permit requirements when compared to Alternatives 2-4. Alternatives 2 and 3 are similar in terms of operational reliability, ease of operation, flexibility

to meet permit requirements, footprint, and Title 22 reuse capability, but Alternative 3 is the more scalable of the two. Alternative 4 is the most scalable and operationally reliable of all alternatives, and because an MBR system does not require a secondary clarifier, it has the smallest overall footprint. Alternative 4 is also the only alternative that does not require additional filtration for Title 22 reuse. For overall rankings, Alternative 4 has the best score, followed by Alternative 3, Alternative 2, then Alternative 1.

Table 13. Non-monetary comparison summary for the treatment alternatives

Treatment Alternative	Scalability	Operational Reliability	Ease of Operation	Flexibility to Meet Permit Requirements	Footprint	Title 22 Reuse	Total Score
Alternative 1 Trickling Filter	1	2	5	1	1	1	**11**
Alternative 2 Activated Sludge	3	4	3	3	3	4	**20**
Alternative 3 MBBR	4	4	3	3	3	4	**21**
Alternative 4 MBR	5	5	2	5	5	5	**27**

4 SUMMARY OF ANALYSIS AND RECOMMENDATIONS

The cost evaluation suggests that Alternative 1 is the cheapest option available to comply with Board Order and Title 22 requirements. However, based on the capacity of the existing infrastructure, this option has the least flexibility to maintain effluent TN treatment goals, and the existing trickling filter components are old and will require replacement within the next 10 years. Therefore, this alternative is not recommended for future implementation.

Alternatives 2 – 3 are similar in cost and operation. Among them,

1. Alternative 2 (CAS) are ubiquitous throughout the United States, are reliable to meet discharge limits, easy to operate, and have the ability to be upgraded with IFAS or MBBR in the future if required. However, these systems require a larger footprint as compared to Alternative 4 to meet effluent requirements.
2. Alternative 3 (MBBR) produces the best secondary effluent water quality out of these two alternatives and is the lowest capital and life cycle cost option. However, Alternative 3 is more complex to operate, requires an external carbon input, and the number of municipal installations in the United States is significantly less than Alternative 2.

Alternative 4 (MBR) can be the most expensive alternative, depending on whether a packaged or non-packaged system is selected, but it produces the best water quality. With advances in technology, the MBR system can also be operated fairly autonomously and does not require much operator input. Additionally, the City is familiar with the design of MBRs based on the 90% design of an MBR facility in 2007.

Alternative 4 also sets the City up for any changes to discharge or reuse requirements in the future. Unlike Alternatives 1 – 3, MBR systems have built-in filtration, and therefore they can produce recycled water without the use of tertiary filters as well as meet the Beaumont Basin Plan TDS and TN requirements without ultrafiltration.

Furthermore, since MBR is modular, it allows the system to be phased into the Plant. In the first phase of upgrades, one approach is to keep the two TFs in operation and install an additional 1.5 MGD MBR at the Plant. This option involves sending 1.5 MGD to the MBR for recycled water irrigation use. For the remaining 2.1 MGD, the Alternative 1 strategy of sending a return flow from the TF effluent to the headworks would be implemented to allow the 2.1 MGD to flow through the TFs then discharge into the percolation ponds. As recycled water demands increase and the TFs reach the end of their service lives, more MBR modules can be phased in for increased capacity until the total 3.6 MGD future average flow is treated by MBR.

Therefore, due to its high effluent water quality, operational ease, flexibility to meet more stringent permit regulations, and scalability, a Membrane Bioreactor is recommended to be considered for future implementation.

Appendix G
WDR Board Order R7-2016-0015

July 5, 2016

Art Vela
Acting Public Works Director
City of Banning
99 East Ramsey Street
Banning, CA 92220

Lorenzo Amis
Project Manager
Suez Environmental Services, Inc.
2242 E. Charles Street
Banning, CA 92220

Dear Mr. Vela and Mr. Amis,

SUBJECT: WASTE DISCHARGE REQUIREMENTS (WDRs) BOARD ORDER R7-2016-0015, FOR CITY OF BANNING, WASTEWATER TREATMENT PLANT, BANNING, RIVERSIDE COUNTY

Enclosed is a copy of Board Order R7-2016-0015 adopted by the California Regional Water Quality Control Board, Colorado River Basin Region on June 30, 2016, during its public meeting in the Palm Desert, California.

Should you have any questions concerning this Board Order, please contact Jose Cortez, P.E., Water Resources Control Engineer, at jose.cortez@waterboards.ca.gov or (760) 776-8963.

Sincerely,

Jose L. Angel

Jose L. Angel, P.E.
Executive Officer
Colorado River Basin
Regional Water Quality Control Board

JC/mc

Enclosures: Board Order R7-2016-0015

File: City of Banning WWTP, WDID 7A330100015, CW-208668, GT-WDR100027202, R7-2016-0015

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

BOARD ORDER R7-2016-0015

WASTE DISCHARGE REQUIREMENTS
FOR
CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, OPERATOR
BANNING WASTEWATER TREATMENT PLANT
Banning – Riverside County

The California Regional Water Quality Control Board, Colorado River Basin Region (Colorado River Basin Water Board) finds that:

1. The City of Banning (Owner), 99 East Ramsey Street, Banning, California 92220, and Suez Water Environmental Services, Inc., a Delaware-based business entity (Operator), (collectively or individually referred to as Discharger) submitted an application to update the Waste Discharge Requirements (WDRs) for the Banning Wastewater Treatment Plant (WWTP or Facility). The WWTP is located at 2242 East Charles Street, Banning, California 92220, as shown in Attachment A (Vicinity Map), made part of this Board Order by this reference. Suez Water Environmental Services, Inc. maintains an office at the Facility.

2. The City of Banning owns a wastewater collection, treatment and disposal system which provides sewerage service to the city. The WWTP has a design treatment capacity of 3.6 million gallons-per-day (MGD) and currently discharges approximately 2.07 MGD into 10 unlined evaporation/percolation ponds (ponds). The Facility is located in Section 14, Township 3 South, Range 1 East, San Bernardino Baseline and Meridian. The Facility's Assessor's Parcel Numbers are 532 180 038/532 180 036; and its latitude and longitude coordinates are 33.915194/33.912134 and 116.852411/116.84164, respectively. The Facility is assigned California Integrated Water Quality System (CIWQS) number CW-208668; Waste Discharger Identification (WDID) number 7A330100015, and GeoTracker Global ID number WDR100027202.

3. The wastewater treatment plant currently receives industrial wastewater from several businesses within the City of Banning. The Discharger's Industrial Waste Program issues Industrial User Discharge Permits to verify that these businesses meet the City of Banning's local ordinance discharge limits, which were determined to ensure that the wastewater treatment plant is protected and can meet effluent standards.

4. The discharge is currently regulated by Board Order (WDRs) 01-022, adopted on May 9, 2001.

5. Board Order 01-022, required the Discharger to construct a groundwater monitoring system in the vicinity of the unlined ponds. The Board Order also required effluent monitoring for Sulfate, Chloride, Fluoride, Aluminum, and Iron until the groundwater monitoring system was installed and groundwater monitoring was initiated. Board Order 01-022, Monitoring and Reporting Program, states that "As soon as Ground Water monitoring commences, these constituents will not be required in Effluent monitoring."

The groundwater monitoring system was completed in August 2007, and effluent monitoring for Sulfate, Chloride, Fluoride, Aluminum, and Iron were discontinued at that time. These constituents have been removed from the monitoring and reporting program for this Board Order as well as the effluent limitations for Chloride, Aluminum, and Iron.

6. The WDRs are being updated to implement the most current laws and regulations applicable to the discharge.

Wastewater Treatment Facility and Discharge

7. The WWTP consists of preliminary treatment, primary treatment, secondary treatment, solids handling, and disinfection (currently not in use), and the disposal ponds. Untreated wastewater flows to the preliminary treatment system, which consists of a mechanical bar screen, compactor, grit removal system, classifier and cyclone separator. Wastewater from the preliminary treatment system flows to two primary clarifiers and is then pumped to two trickling filters. The effluent from the trickling filters flows to the two secondary clarifiers and then to the chlorine contact chamber, which is currently used as a holding tank for the final effluent water sampling and discharge to the percolation ponds. The disinfection units have not been in use since April 2000.

8. Primary sludge from the two primary clarifiers is pumped to the anaerobic digester for further treatment. Secondary sludge from the secondary clarifiers is pumped to the gravity thickener for thickening and then pumped to three anaerobic digesters for further treatment. Sludge wasting from the digester is pumped to the sludge drying beds. The Discharger produces Class B biosolids, and a private contractor hauls the biosolids offsite to a permitted facility for disposal.

9. The Discharger's Self-Monitoring Reports (SMRs) from January 2011 through December 2015 characterize the WWTP effluent as follows:

Constituent	Units	Average	Maximum	Minimum
Flow	MGD	2.071	2.238	1.897
20° C BOD_5[1]	mg/L[2]	23	27	19
TSS[3]	mg/L	21	28	16
pH	s.u.[4]	7.3	7.6	7.1
TDS[5]	mg/L	426	464	380
Nitrate as N	mg/L	22	32	12
Total Nitrogen	mg/L	29	49	14

[1] 5-day biochemical oxygen demand at 20 degrees Celsius.
[2] milligrams per Liter
[3] Total Suspended Solids
[4] Standard pH units
[5] Total Dissolved Solids

Hydrogeological Conditions

10. Precipitation in the Banning area averages about 12 inches per year. Annual evapotranspiration rate is approximately 56 inches.

11. A drainage course identified as Smith Creek Flood Control Channel is located along the south side of WWTP.

12. There are no domestic wells within 500 feet of the on-site evaporation/percolation ponds.

13. The evaporation/percolation ponds overlay an aquifer of high quality groundwater. The Discharger's SMRs show that the depth to groundwater in the vicinity of the WWTF ranges from about 330 feet (MW1) to 630 feet below ground surface (bgs) (MW3).

14. Water supply to the community is from groundwater production wells located in the San Gorgonio Hydrologic Unit, Banning Hydrologic Subunit. TDS in the water supply averages about 204 mg/L, based on data reported in the City of Banning's SMRs from January 2011 through December 2015.

15. Regional groundwater flow in the area is generally from the west to the east.

16. The Discharger uses a network of three groundwater monitoring wells, one upgradient and two downgradient, to monitor the impact of wastewater discharge to groundwater in the area of the ponds. The locations of the groundwater monitoring wells identified as R-1 (MW1), MP-1 (MW2) and C-6 (MW3) are shown in Attachment C (Monitoring Well Locations), made part of this Board Order by reference. The Discharger's monitoring reports from January 2011 through December 2015 show the following average water quality data for the groundwater monitoring wells:

	Units	MW1 (downgradient)	MW2 (downgradient)	MW3 (upgradient)
Depth to Groundwater	feet below ground surface	361	410	629
Total Dissolved Solids	mg/L	332	252	219
Total Nitrogen	mg/L	4	2	1.1
Nitrate as N	mg/L	2	2	1.5
Iron	mg/L	34	ND	ND
Sulfate	mg/L	32	18	15
Chloride	mg/L	42	35	13
Aluminum	mg/L	20	ND	ND
Fluoride	mg/L	0.4	0.4	0.6

17. The Discharger reports that the soil in the vicinity of the WWTP, from ground surface to 300 bgs, is sand and gravelly sand containing small rocks and boulders. From a depth of 300 to 600 feet bgs, the soil is mostly sand and gravel with spots of brown clay and layers of fine sand and clay.

Basin Plan, Beneficial Uses, and Regulatory Considerations

18. The Water Quality Control Plan for the Colorado River Basin Region of California (Basin Plan), which was adopted on November 17, 1993 and amended on November 13, 2012, designates the beneficial uses of ground and surface waters in this Region, and contains implementation programs and policies to achieve water quality objectives, including narrative objectives for ground water quality, in Chapter 3, section IV, Ground Water Objectives.

19. The discharge is within the San Gorgonio Hydrologic Unit, Banning Subunit. The beneficial uses of groundwater in the San Gorgonio Hydrologic Unit include:

    a. Municipal supply (MUN),

    b. Industrial supply (IND), and

    c. Agricultural supply (AGR).

20. This Order implements numeric and narrative water quality objectives for ground and surface waters established by the Basin Plan. The numeric objectives for groundwater designated for municipal and domestic supply are the maximum contaminant levels (MCLs) specified in sections 64431, 64444, and 64678 of Title 22 of the California Code of Regulations (CCR), and the bacteriological limits specified in section 64426.1 of Title 22, CCR.

21. It is the policy of the State of California that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This order promotes that policy by requiring discharges to meet maximum contaminant levels designed to protect human health and ensure that water is safe for domestic use.

22. Section 13267 of the California Water Code (CWC) authorizes the Colorado River Basin Water Board to require technical and monitoring reports. The Monitoring and Reporting Program (MRP) establishes monitoring and reporting requirements to implement federal and state requirements.

23. This Order establishes WDRs pursuant to Division 7, Chapter 4, Article 4, of the CWC for discharges that are not subject to regulation under Clean Water Act (CWA) section 402 (33 U.S.C. section 1342).

24. Pursuant to CWC section 13263(g), the discharge of waste is a privilege, not a right, and adoption of this Order does not create a vested right to continue the discharge.

25. The discharge authorized by this Board Order, and treatment and storage facilities associated with discharges of treated municipal wastewater, except for discharges of residual sludge and solid waste, are exempt from the requirements of the Consolidated Regulations for Treatment, Storage, Processing, or Disposal of Solid Waste, as set forth in Title 27, CCR, Division 2, Subdivision 1. This exemption is based on section 20090(a)

of Title 27, which states in relevant part that discharges of domestic sewage or treated effluent are exempt provided that such discharges are regulated by WDRs, or for which WDRs have been waived, and which are consistent with applicable water quality objectives, and treatment or storage facilities associated with municipal WWTP's, provided that residual sludges or solid waste from WWTP's shall be discharged only in accordance with the applicable Title 27 provisions. All of these Title 27 exemption conditions have been met with these WDRs.

Groundwater Degradation

26. State Water Board Resolution 68-16, "Policy with Respect to Maintaining High Quality Waters of the State"(Resolution 68-16) states:

"Whenever the existing quality of water is better than the quality established in policies as of the date on which such policies become effective, such existing high quality will be maintained until it has been demonstrated to the State that any change will be consistent with maximum benefit to the people of the State, will not unreasonably affect present and anticipated beneficial use of such water and will not result in water quality less than that prescribed in the policies."

Resolution 68-16 further states:

"Any activity which produces or may produce a waste or increased volume or concentration of waste and which discharges or proposes to discharge to existing high quality waters will be required to meet waste discharge requirements which will result in the best practicable treatment or control [BPTC] of the discharge necessary to assure that (a) a pollution or nuisance will not occur and (b) the highest water quality consistent with maximum benefit to the people of the State will be maintained."

27. Some degradation of groundwater from the discharge to the ponds is consistent with Resolution 68-16, provided that the degradation:
    a. Is confined to a reasonable area;
    b. Is minimized by means of full implementation, regular maintenance, and optimal operation of BPTC measures;
    c. Is limited to waste constituents typically encountered in domestic wastewater; and
    d. Does not result in the loss of any beneficial use as prescribed in the applicable basin plan, or violation of any water quality objective.

28. The discharge of wastewater from the WWTP, as permitted herein, reflects BPTC. The controls assure the discharge does not create a condition of pollution or nuisance, and that the highest water quality consistent with maximum benefit to the people of the State will be maintained, which is consistent with the anti-degradation provisions of Resolution 68-16. The WWTP incorporates:
    a. Technology for secondary treated domestic wastewater;
    b. Solids handling facilities;
    c. An operation and maintenance manual;
    d. A City ordinance that is comprised of a comprehensive set of rules and regulations

governing the design, construction, maintenance and use of public and private sewer facilities within City jurisdictional limits;

e. Staffing to assure proper operation and maintenance;

f. A network of groundwater monitoring wells; and

g. A standby emergency power generator of sufficient size to operate the treatment plant and ancillary equipment during periods of loss of commercial power.

Accordingly, the discharge as authorized is consistent with the anti-degradation provisions of Resolution 68-16 and the applicable water quality objectives.

Constituents of Concern

29. Constituents of concern in domestic wastewater effluent that present the greatest risk to groundwater quality are nitrogen, coliforms (pathogen-indicator organisms), and TDS. The WWTP provides substantial removal of soluble organic matter, solids, and some nitrogen treatment.

30. Title 22, CCR section 64431, Maximum Contaminant Level (MCL) for Nitrate plus Nitrite as Nitrogen is 10 mg/L. To account for the fate of transport for the various components of Total Nitrogen, as a conservative value it is assumed that all nitrogen present converts to nitrate/nitrite. The City of Banning's SMRs report an average of 29 mg/L for Total Nitrogen between January 2011 and December 2015. Because the concentration of total nitrogen in the effluent is elevated, it is probable that nitrates may reach groundwater in concentrations that exceed the MCL prescribed in Title 22, CCR, section 64431. This Board Order will require that the Discharger conduct a nitrogen removal analysis and provide its findings in a technical report that provides a workplan and time schedule for the installation and implementation of nitrogen removal alternatives.

31. While secondary treatment reduces fecal coliform densities by 90 to 99%, the remaining organisms in effluent are still 10^5 to 10^6 MPN/100 ml (United States Environmental Protection Agency, Design Manual, Municipal Wastewater Disinfection; October 1986). Given the depth to groundwater, it is not likely that pathogen-indicator bacteria will reach groundwater at densities exceeding those prescribed in Title 22, CCR. Thus, it is not anticipated that groundwater will be degraded by pathogen-indicator bacteria. Furthermore, any degradation by pathogens that might occur will be limited to the area in the vicinity of the ponds and degradation by pathogens should not be significant.

32. The typical incremental addition of dissolved salts from domestic water usage is 150 to 380 mg/L. Domestic water supply to the City of Banning showed an average of about 200 mg/L during the period of January 2011 to December 2015. From January 2011 to December 2015 treated wastewater discharged by the City of Banning had an average TDS concentration of approximately 420 mg/L. Thus, the average TDS increase over the domestic water supply for this facility during the same time period was about 220 mg/L. Treated wastewater discharged by the WWTP has a TDS limit of a maximum of 400 mg/L above the domestic source water as regulated by Board Order 01-022. The Colorado River Water Board is responsible for implementing the State Water Resources Control Board's Salt and Nutrient Management Plan (SNMP). To that end, the TDS effluent limit in this Board Order will be reduced to 300 mg/L above the domestic water supply. A regulatory limit of 300 mg/L above the domestic source water reasonably protects present and anticipated beneficial uses of groundwater in the area; therefore, it is

not likely that groundwater will exhibit significant degradation by TDS.

Stormwater

33. Federal regulations for storm water discharges were promulgated by the U.S. Environmental Protection Agency on November 16, 1990, (40 CFR Parts 122, 123, and 124) to implement the Clean Water Act's storm water program set forth in Clean Water Act section 402(p) (33 U.S.C. section 1342(p).). In relevant part, the regulations require specific categories of facilities that discharge storm water associated with industrial activity to "waters of the United States" to obtain NPDES permits and to require control of such pollutant discharges using Best Available Technology Economically Achievable (BAT) and Best Conventional Pollutant Control Technology (BCT) to prevent and reduce pollutants and any more stringent controls necessary to meet water quality standards. Facilities used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated to the disposal of sewage sludge that are within the confines of the facility with a design flow of one million gallons a day or more, or required to have an approved pretreatment program under 40 CFR Part 403, are considered to be engaging in "industrial activity" for purposes of the Clean Water Act's storm water program. The facility has a design treatment capacity of 3.6 MGD, and is thus subject to the federal regulations for discharges of stormwater associated with industrial activity.

CEQA and Public Participation

34. In accordance with section 15301, Chapter 3, Title 14, CCR, the issuance of these WDRs, which govern the operation of an existing facility involving negligible or no expansion of use beyond that previously existing, is exempt from the provisions of the California Environmental Quality Act (Pub. Resources Code, section 21000 et seq.).

35. The Colorado River Basin Water Board has notified the Discharger and all known interested agencies and persons of its intent to draft WDRs for this discharge, and has provided them with an opportunity for a public meeting and an opportunity to submit comments.

36. The Colorado River Basin Water Board, in a public meeting, heard and considered all comments pertaining to this discharge.

IT IS HEREBY ORDERED, that Board Order 01-022 is rescinded upon the effective date of this Order, except for enforcement purposes, and, in order to meet the provisions contained in Division 7 of the California Water Code, and regulations adopted thereunder, the Discharger shall comply with the following:

A. Effluent Limitations

1. Effluent discharged into the ponds for disposal shall not exceed the following effluent limits:

Constituent	Units	30-Day Arithmetic Mean	7-Day Arithmetic Mean	Maximum
20° C BOD_5	mg/L	30	45	-----

Constituent	Units	30-Day Arithmetic Mean	7-Day Arithmetic Mean	Maximum
Total Suspended Solids	mg/L	30	45	-----

2. The 30-day average daily dry weather discharge from the WWTP shall not exceed 3.6 MGD.

3. Effluent from the WWTP into the ponds shall not have a pH below 6.0 or above 9.0.

4. The increase in concentration of TDS in the wastewater discharged to the ponds over that contained in the water supply to the community shall not exceed 300 mg/L.

5. The ponds shall be maintained so they will continuously operate in aerobic conditions. The dissolved oxygen content in the upper zone (one foot) of the ponds shall not be less than 1.0 mg/L at all times.

B. Discharge Prohibitions

1. Discharge of waste classified as "hazardous", as defined in Title 23, CCR, section 2521(a), or "designated", as defined in California Water Code section 13173, is prohibited.

2. Discharge of treated wastewater at a location other than the designated disposal areas is prohibited.

3. The discharge of any wastewater from the Facility to any surface waters or surface drainage courses is prohibited.

4. Discharge of waste to land not owned or authorized for such use by the Discharger is prohibited.

5. Surfacing or ponding of wastewater outside of the designated disposal locations is prohibited.

6. Bypass, overflow, discharge, or spill of untreated or partially treated waste is prohibited.

C. Discharge Specifications

1. The treatment or disposal of wastes from the WWTP shall not cause pollution or nuisance as defined in sections 13050(l) and 13050(m) of Division 7 of the California Water Code, respectively.

2. A minimum freeboard depth of two feet shall be maintained at all times in each pond.

3. All treatment, storage, and disposal areas shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.

4. Ponds shall have sufficient capacity to accommodate allowable wastewater flow, design seasonal precipitation, ancillary inflow, and infiltration during the non-irrigation season. Design seasonal precipitation shall be based on total annual precipitation using a return

period of 100 years, distributed monthly in accordance with historical rainfall patterns.

5. The ponds shall be managed to prevent breeding of mosquitoes. In particular:
   a. An erosion control program should assure that small coves and irregularities are not created around the perimeter of the water surface.
   b. Weeds shall be minimized through control of water depth, harvesting, or herbicides.
   c. Dead algae, vegetation, and debris shall not accumulate on the water surface.
6. Public contact with wastewater shall be precluded through such means as fences, signs, and other acceptable alternatives.
7. Objectionable odors originating at this facility shall not be perceivable beyond the limits of the wastewater treatment and disposal area.
8. The ponds shall be maintained and operated so as to maximize infiltration and minimize the increase of salinity in the groundwater.
9. The Discharger shall not accept wastewater in excess of the treatment capacity of the Facility.

D. Groundwater Limitations

1. Discharge from the WWTP shall not cause groundwater to:
   a. Contain constituents in excess of California MCLs, as set forth in the California Code of Regulations, Title 22, section 64426.1 for bacteriological constituents; section 64431 for inorganic chemicals; section 64444 for organic chemicals; and section 64678 for determination of exceedances of lead and copper action levels.
   b. Contain taste or odor-producing substances in concentrations that adversely affect beneficial uses as a result of human activity.

E. Pretreatment

1. In the event that the facility has an average dry weather flow or treatment capacity of 5 MGD or more and Industrial Users [40 CFR 403.3(h)] are discharging pollutants which could Pass Through [40 CFR 403.3(n)] or Interfere [40 CFR 403.3(i)] with the operation of the wastewater treatment facility or are otherwise subject to National Pretreatment Standards [40 CFR 403.3(j)], (ii) California Code of Regulations, Title 23, section 2233 requires the facility to have and enforce an adequate pretreatment program, or (iii) the Colorado River Basin Water Board or its Executive Officer determines that other circumstances warrant, then:
   a. The Discharger shall notify the Colorado River Basin Water Board within 30 days after there are discharges that trigger the pretreatment requirements.
   b. The Discharger shall submit a revised Report of Waste Discharge and the pretreatment program for the Board review and approval as soon as possible but not later than one year of the notice of pretreatment requirements.
   c. The Discharger shall enforce the federal categorical pretreatment standards on all Categorical Industrial Users (CIUs).

d. The Discharger shall notify the CIU of its discharge effluent limits. The limits must be as stringent as the pretreatment standards contained in the applicable federal category (40 CFR Part 400-699). The Discharger may develop more stringent, technically based local limit if it can show cause.

e. The Discharger shall notify the RWQCB if the CIU violates its discharge effluent limits.

2. The Colorado River Basin Water Board retains the right to take legal action against an industrial user and/or the Discharger where a user fails to meet the approved applicable pretreatment standards.

F. Special Provisions

1. Within **12 months** of the adoption of this Order, the Discharger shall submit to the Colorado River Basin Water Board office a technical report that includes a copy of the Maintenance and Operations Manual for the WWTP.

2. Within **18 months** of the adoption date of this Board Order, the Discharger shall submit for approval by the Colorado River Basin Water Board's Executive Officer, a technical report that is a work plan and time schedule to conduct a study that addresses the practicability of a 10 mg/L total nitrogen effluent limitation and the impact the discharge has on the beneficial uses of the receiving groundwater. The time schedule for the study shall not be longer than four (4) years. A California Professional Engineer (PE), Registered Geologist (RG), Certified Engineering Geologist (CEG), or a Certified Hydro Geologist (CHG) must sign and stamp the technical report. The report shall, at a minimum, include the following:

   a. Evaluation by the Discharger must include information on the following factors relating to the discharge:

      i. Description of the municipal entity and facilities.

      ii. Description of the quantity and nitrogen concentration of domestic water sources contributing to discharge.

      iii. Description of significant nitrogen sources of the municipal wastewater collection system, and identification of entities responsible for each source, if available.

      iv. Description of the wastewater discharge, receiving waters, quantity, and nitrogen load.

      v. Alternative plans for minimizing nitrogen contribution from the municipal sources. Alternative plans should include:

         1) Description of nitrogen sources and alternative means of control; and

         2) Cost of alternative plans in dollars per ton, of nitrogen removed from discharge.

      vi. Description and analyses of potential conventional nitrogen removal treatment technologies for implementation at the WWTP. Analyses shall include cost of implementation in dollars per ton, of nitrogen removed from discharge.

      vii. Such other information pertinent to the study as the permitting authority may deem necessary.

   b. In determining what permit conditions shall be required, the permit issuing authority shall consider the following criteria including, but not limited to:

i. The practicability of achieving a 10 mg/L total nitrogen effluent limit.

ii. Where a 10 mg/L effluent limit is not determined to be practicable, the Discharger shall provide the following:

1) The impact of the proposed nitrogen input of each alternative on the beneficial uses of the groundwater in terms of tons per year and concentration;

2) Costs per ton of nitrogen removed from discharge of each alternative plan;

3) Capability of minimizing nitrogen discharge;

4) A proposed value for the practical incremental increase; and

5) A justification for the proposed practical incremental increased value.

a. By **June 30, 2020**, the Discharger shall submit a final technical report that includes the Discharger's recommendations and conclusions, including a tentative work plan and time schedule for facility plant improvements required to accomplish nitrogen removal and comply with the effluent water quality limit. The report shall be certified with the signature and stamp of a California licensed professional PE, PG, CEG, or a CHG.

3. Within **24 months** of the adoption of this Order, the Discharger shall submit to the Colorado River Basin Water Board a technical report that includes a copy of the City of Banning ordinance that provides a comprehensive set of rules and regulations governing the design, construction, maintenance and use of public and private sewer facilities within the city's jurisdictional limits.

4. Within **24 months** of the adoption of this Order, the Discharger shall submit a technical report that contains:

a. Documents demonstrating the City of Banning's authority to issue permits for individual and community onsite septic systems;

b. The City of Banning's affirmative statement with regard to submitting a Local Agency Management Program plan in accordance with the State Water Board's *Water Quality Control Policy for Siting, Design, Operation, and Maintenance of Onsite Wastewater Treatment Systems*; and,

c. Identification of all areas within the jurisdiction of the City of Banning's sewer authority that are currently on existing onsite septic systems, and those undeveloped areas planned for septic systems.

G. Standard Provisions

1. The Discharger shall comply with all of the conditions of this Board Order. Noncompliance is a violation of the Porter-Cologne Water Quality Control Act (CWC, section 13000 et seq.), and is grounds for enforcement action.

2. The Discharger shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all correspondence and reports required under Monitoring and Reporting Program (MRP) R7-2016-0015, and future revisions thereto, including

groundwater monitoring data and discharge location data (latitude and longitude), correspondence, and pdf monitoring reports to the State Water Resources Control Board GeoTracker https://geotracker.waterboards.ca.gov/ database. Documents that are 2.0 MB or larger should be broken down into smaller electronic files, labelled properly and uploaded into GeoTracker.

3. All technical reports required in conjunction with this Order are required pursuant to Section 13267 of the CWC, and shall include a statement by the Discharger, or an authorized representative of the Discharger, certifying under penalty of perjury under the laws of the State of California, that the report is true, complete, and accurate.

4. In accordance with California Business and Professions Code Sections 6735, 7835, and 7835.1, engineering and geologic evaluations and judgments shall be performed by or under the direction of California registered professionals (i.e., civil engineer, engineering geologist, geologist, etc.) competent and proficient in the fields pertinent to the required activities. All technical reports specified herein that contain work plans, that describe the conduct of investigations and studies, or that contain technical conclusions and recommendations concerning engineering and geology shall be prepared by or under the direction of appropriately qualified professionals, even if not explicitly stated. Each technical report submitted by the Discharger shall contain a statement of qualifications of the responsible licensed professionals as well as the professional's signature and/or stamp of the seal. Additionally, to the extent that preparation of a required technical report involves field activities, field activities shall be conducted under the direct supervision of one or more of these professionals.

5. The Discharger shall not cause degradation of any water supply in accordance with State Water Board Resolution 68-16.

6. Standby power generating facilities shall be available to operate the plant during a commercial power failure.

7. Adequate measures shall be taken to assure that flood or surface drainage waters do not erode or otherwise render portions of the discharge facilities inoperable.

8. The WWTP shall be supervised and operated by persons possessing certification of appropriate grade pursuant to section 3680, Chapter 26, Division 3, Title 23 of the California Code of Regulations.

9. The Discharger shall at all times properly operate and maintain all systems and components of collection, treatment and control, installed or used by the Discharger to achieve compliance with this Board Order. Proper operation and maintenance includes effective performance, adequate process controls, and appropriate quality assurance procedures. This provision requires the operation of backup or auxiliary facilities/systems when necessary to achieve compliance with this Board Order. All systems in service or reserved shall be inspected and maintained on a regular basis. Records of inspections and maintenance shall be retained, and made available to the Colorado River Basin Water Board's Executive Officer on request.

10. The Discharger shall ensure that all site-operating personnel are familiar with the content of this Board Order, and shall maintain a copy of this Board Order at the site.

11. The Discharger shall allow the Colorado River Basin Water Board, or an authorized representative, upon presentation of credentials and other documents as may be required by law, to:

    a. Enter the premises regulated by this Board Order, or the place where records are kept under the conditions of this Board Order;

    b. Have access to and copy, at reasonable times, records kept under the conditions of this Board Order;

    c. Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this Board Order; and

    d. Sample or monitor at reasonable times, for the purpose of assuring compliance with this Board Order or as otherwise authorized by the California Water Code, any substances or parameters at this location.

12. Disposal of oil and grease, biosolids, screenings, and other solids collected from liquid wastes shall be pursuant to Title 27, and the review and approval of the Colorado River Basin Water Board Executive Officer.

13. Any proposed change in use or disposal of biosolids requires the approval of the Colorado River Basin Water Board Executive Officer, and U.S. Environmental Protection Agency Regional Administrator, who must be notified at least 90 days in advance of the change.

14. Sludge use and disposal shall comply with Federal and State laws and regulations, including permitting requirements, and technical standards in 40 CFR Part 503. If the State and Colorado River Basin Water Boards are delegated the authority to implement 40 CFR Part 503 regulations, this Order may be revised to incorporate appropriate time schedules and technical standards. The Discharger shall comply with the standards and time schedules in 40 CFR part 503, whether or not part of this Order.

15. The Discharger shall provide a plan as to the method, treatment, handling and disposal of sludge that is consistent with all State and Federal laws and regulations and obtain prior written approval from the Colorado River Basin Water Board specifying location and method of disposal, before disposing of treated or untreated sludge, or similar solid waste.

16. The Discharger shall maintain a permanent log of all solids hauled away from the treatment facility for use/disposal elsewhere and shall provide a summary of the volume, type (screenings, grit, raw sludge, digested sludge), use (agricultural, composting, etc.), and the destination in accordance with the MRP of this Board Order. Sludge that is stockpiled at the treatment facility shall be sampled and analyzed for those constituents listed in the sludge monitoring section of the MRP of this Board Order and as required by Title 40, Code of Federal Regulations, Part 503. The results of the analyses shall be submitted to the Colorado River Basin Water Board as part of the MRP.

17. The Discharger shall provide a report to the Colorado River Basin Water Board when it determines that the plant's average dry-weather flow rate for any month exceeds 80 percent of the design capacity. The report should indicate what steps, if any, the Discharger intends to take to provide for the expected wastewater treatment capacity necessary when the plant reaches design capacity.

18. Prior to implementing a modification that results in a material change in the quality or quantity of wastewater treated or discharged, or a material change in the location of discharge, the Discharger shall report all pertinent information in writing to the Colorado River Basin Water Board, and obtain revised requirements.

19. Prior to a change in ownership or management of WWTP, the Discharger shall transmit a copy of this Board Order to the succeeding owner/operator, and forward a copy of the transmittal letter to the Colorado River Basin Water Board.

20. The Discharger shall provide adequate notice to the Colorado River Basin Water Board Executive Officer of the following:

    a. The introduction of pollutants into any treatment facility described in the Findings of this Board Order from an indirect Discharger which would be subject to section 301 or 306 of the Clean Water Act, if the pollutants were discharged directly;

    b. Any substantial change in the volume or character of pollutants introduced into any treatment facility described in the Findings of this Board Order, by an existing or new source; and

    c. Any planned physical alteration or addition to the facilities described in this Board Order, or change planned in the Discharger's sludge use or disposal practice, where such alterations, additions, or changes may justify the application of Board Order conditions that are different from or absent in the existing Board Order, including notification of additional disposal sites not reported during the Board Order application process, or not reported pursuant to an approved land application plan.

21. The Discharger shall report orally, any noncompliance that may endanger human health or the environment. The noncompliance shall be reported immediately to the Colorado River Basin Water Board's Executive Officer at (760) 346-7491, and the California Office of Emergency Services at (800) 852-7550 as soon as:

    a. The Discharger has knowledge of the discharge,

    b. Notification is possible, and

    c. Notification will not substantially impede cleanup or other emergency measures.

    During non-business hours, the Discharger shall leave a message on the Colorado River Basin Water Board's office voice recorder at the above listed number. Incident information shall be provided orally as soon as possible and within 24 hours from the time the Discharger becomes aware of the incident. A written report shall also be provided within five (5) business days of the time the Discharger becomes aware of the incident. The written report shall contain a description of the noncompliance and its cause, the period of noncompliance, the anticipated time to achieve full compliance, and the steps taken or planned, to reduce, eliminate, and prevent recurrence of the noncompliance. The Discharger shall report all intentional or unintentional spills in excess of one thousand (1,000) gallons occurring within the WWTP or collection system to the Colorado River Basin Water Board office in accordance with the above time limits.

22. The Discharger shall report all instances of noncompliance. Reports of noncompliance shall be submitted with the Discharger's next scheduled SMRs or earlier if requested by the Colorado River Basin Water Board's Executive Officer, or if required by an applicable standard for sludge use and disposal.

23. By-pass (i.e., the intentional diversion of waste streams from any portion of the treatment facilities, except diversions designed to meet variable effluent limits) is prohibited. The Colorado River Basin Water Board may take enforcement action against the Discharger for by-pass unless:

    a. By-pass was unavoidable to prevent loss of life, personal injury, or severe property damage. Severe property damage means substantial physical damage to property, damage to the treatment facilities that causes them to be inoperable, or substantial and permanent loss of natural resources reasonably expected to occur in the absence of a by-pass. Severe property damage does not mean economic loss caused by delays in production; and

       There were no feasible alternatives to by-pass, such as the use of auxiliary treatment facilities or retention of untreated waste. This condition is not satisfied if adequate back-up equipment was not installed to prevent by-pass occurring during equipment downtime, or preventive maintenance.

    b. By-pass is:

       i. Required for essential maintenance to assure efficient operation; and

       ii. Neither effluent nor receiving water limitations are exceeded; and

       iii. The Discharger notifies the Colorado River Basin Water Board ten (10) days in advance.

24. In the event of an unanticipated by-pass, the Discharger shall immediately report the incident to the Colorado River Basin Water Board. During non-business hours, the Discharger shall leave a message on the Colorado River Basin Water Board office voice recorder. A written report shall be provided within five business days the Discharger is aware of the incident. The written report shall include a description of the by-pass, any noncompliance, the cause, period of noncompliance, anticipated time to achieve full compliance, and steps taken or planned, to reduce, eliminate, and prevent recurrence of the noncompliance.

25. Federal regulations for storm water discharges require specific categories of facilities which discharge storm water associated with industrial activity (storm water) to obtain National Pollutant Discharge Elimination System (NPDES) permits and to implement Best Conventional Pollutant Technology (BCPT) and Best Available Technology Economically Achievable (BAT) to reduce or eliminate industrial storm water pollution.

26. All storm water discharges from this facility must comply with the lawful requirements of municipalities, counties, drainage districts, and other local agencies, regarding discharges of storm water to storm water drain systems or other courses under their jurisdiction.

27. Storm water discharges from the facility shall not cause or threaten to cause pollution or contamination.

28. Storm water discharges from the facility shall not contain hazardous substances equal to or in excess of a reportable quantity listed in 40 CFR Part 117 and/or 40 CFR Part 302.

29. The Discharger is the responsible party for the waste discharge requirements and the monitoring and reporting program for the facility. The Discharger shall comply with all

conditions of these waste discharge requirements. Violations may result in enforcement actions, including Colorado River Basin Water Board Orders or court orders, requiring corrective action or imposing civil monetary liability, or in modification or revocation of these waste discharge requirements by the Colorado River Basin Water Board.

30. This Board Order does not authorize violation of any federal, state, or local laws or regulations.

31. This Board Order does not convey property rights of any sort, or exclusive privileges, nor does it authorize injury to private property or invasion of personal rights, or infringement of federal, state, or local laws or regulations.

32. This Board Order may be modified, rescinded, or reissued, for cause. The filing of a request by the Discharger for a Board Order modification, rescission or reissuance, or notification of planned changes or anticipated noncompliance, does not stay any Board Order condition. Causes for modification include a change in land application plans, or sludge use or disposal practices, and adoption of new regulations by the State or Colorado River Basin Water Board (including revisions to the Basin Plan), or Federal government.

I, Jose L. Angel, Executive Officer, do hereby certify the foregoing is a full, true and correct copy of an Order adopted by the California Regional Water Quality Control Board, Colorado River Basin Region, on June 30, 2016.

Jose L. Angel

JOSE L. ANGEL, P.E.
Executive Officer

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
COLORADO RIVER BASIN REGION

MONITORING AND REPORTING PROGRAM R7-2016-0015
FOR
CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
BANNING WASTEWATER TREATMENT PLANT
Banning - Riverside County

Location of Discharge:
Section 14, T3S, R1E, SBB&M

A. Monitoring

1. This Monitoring and Reporting Program (MRP) describes requirements for monitoring a wastewater system and groundwater quality (when needed). This MRP is issued pursuant to California Water Code (CWC) section 13267. The Discharger shall not implement any changes to this MRP unless and until a revised MRP is issued by the Executive Officer.

2. Water Code section 13267 states, in part:

   "In conducting an investigation specified in subdivision (a), the Colorado River Basin Water Board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the Colorado River Basin Water Board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the Colorado River Basin Water Board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports."

3. Water Code section 13268 states, in part:

   "(a) (1) Any person failing or refusing to furnish technical or monitoring program reports as required by subdivision (b) of section 13267, or failing or refusing to furnish a statement of compliance as required by subdivision (b) of section 13399.2, or falsifying any information provided therein, is guilty of a misdemeanor, and may be liable civilly in accordance with subdivision (b). (b) (1) Civil liability may be administratively imposed by a Colorado River Basin Water Board in accordance with Article 2.5 (commencing with section 13323) of Chapter 5 for a violation of subdivision (a) in an amount which shall not exceed one thousand dollars ($1,000) for each day in which the violation occurs."

4. The Discharger owns and operates the wastewater system that is subject to Board Order R7-2016-0015. The reports are necessary to ensure that the Discharger complies with the Order. Pursuant to Water Code section 13267, the Discharger shall implement the MRP and shall submit the monitoring reports described herein.

5. All samples shall be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each grab sample shall be recorded on the sample chain of custody form. If composite samples are collected, the basis for sampling (time or flow weighted) shall be approved by Colorado River Basin Water Board staff.

6. Field test instruments (such as those used to test pH, dissolved oxygen, and electrical conductivity) may be used provided that:

   a. The user is trained in proper use and maintenance of the instruments;

   b. The instruments are field calibrated prior to monitoring events at the frequency recommended by the manufacturer;

   c. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency; and

   d. Field calibration reports are submitted as described in the "Reporting" section of this MRP.

7. The collection, preservation and holding times of all samples shall be in accordance with U. S. Environmental Protection Agency (USEPA) approved procedures. Unless otherwise approved by the Colorado River Basin Water Board's Executive Officer, all analyses shall be conducted by a laboratory certified by the State Water Resources Control Board Division of Drinking Water. All analyses shall be conducted in accordance with the latest edition of the "Guidelines Establishing Test Procedures for Analysis of Pollutants" (40 CFR Part 136), promulgated by the USEPA.

8. All monitoring instruments and devices used by the Discharger to fulfill the prescribed monitoring program shall be properly maintained and calibrated as necessary to ensure their continued accuracy. In the event that continuous monitoring equipment is out of service for period greater than 24-hours, the Discharger shall obtain representative grab samples each day the equipment is out of service. The Discharger shall correct the cause(s) of failure of the continuous monitoring equipment as soon as practicable. The Discharger shall report the period(s) during which the equipment was out of service and if the problem has not been corrected, shall identify the steps which the Discharger is taking or proposes to take to bring the equipment back into service and the schedule for these actions.

9. The Discharger shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this Board Order, and records of all data used to complete the application for this Board Order, for a period of at least five (5) years from the date of the sample, measurement, report or application. This period may be extended by request of the Colorado River Basin Water Board's Executive Officer at any time. Records of monitoring information shall include:

   a. The date, exact place, and time of sampling or measurement(s);

   b. The individual(s) who performed the sampling or measurement(s);

   c. The date(s) analyses were performed;

   d. The individual(s) who performed the analyses;

e. The analytical techniques or method used; and

f. The results of such analyses.

10. Samples shall be collected at the location specified in the WDRs. If no location is specified, sampling shall be conducted at the most representative sampling point available.

11. Given the monitoring frequency prescribed by MRP R7-2016-0015, if only one sample is available for a given reporting period, compliance with monthly average, or weekly average Discharge Specifications, will be determined from that sample.

12. If the facility is not in operation, or there is no discharge during a required reporting period, the Discharger shall forward a letter to the Colorado River Basin Water Board indicating that there has been no activity during the required reporting period.

Influent Monitoring

13. Influent to the WWTP shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
20°C BOD_5[1]	mg/L[2]	24-Hr. Composite	2x/Month	Monthly
Total Suspended Solids	mg/L	24-Hr. Composite	2x/Month	Monthly
Nitrate as N	mg/L	24-Hr. Composite	Quarterly	Quarterly
Nitrite as N	mg/L	24-Hr. Composite	Quarterly	Quarterly
Total Nitrogen	mg/L	24-Hr. Composite	Quarterly	Quarterly

WWTP Effluent Monitoring

14. Effluent from the WWTP into the Evaporation/Percolation Ponds shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Flow; Total Plant Effluent into Ponds	MGD[3]	Flow Meter Reading	Daily	Monthly
20°C BOD_5	mg/L	24 Hr. Composite	Weekly	Monthly
Total Suspended Solids	mg/L	24 Hr. Composite	Weekly	Monthly
Nitrate as N	mg/L	24 Hr. Composite	2x/Month	Monthly

[1] 5-day Biochemical Oxygen Demand at 20 degrees Celsius.
[2] milligrams per Liter
[3] Million Gallons per Day

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Nitrite as N	mg/L	24 Hr. Composite	2x/Month	Monthly
Total Nitrogen	mg/L	24 Hr. Composite	2x/Month	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly	Monthly
VOCs[4]	µg/L[5]	24 Hr. Composite	Annually	Annually

Pond Monitoring

15. The ponds shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Dissolved Oxygen[6]	mg/L	Composite	Weekly	Monthly
pH	s.u.[7]	Grab	Weekly	Monthly
Freeboard	Ft	Measurement	Weekly	Monthly

The ponds shall be observed for vegetation growth, erosion and irregularities to prevent the breeding of mosquitoes. Observations shall be reported with the monthly SMR.

Domestic Water Supply

16. The domestic water supply shall be monitored according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Total Dissolved Solids	mg/L	Composite	Monthly	Monthly

Groundwater Monitoring

17. Groundwater shall be sampled in the uppermost 20 feet of the shallow aquifer from the monitoring wells according to the following schedule:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Depth to Groundwater	ft (bgs)[8]	measurement	Quarterly	Quarterly

[4] Analysis of Volatile Organic Compounds is to be accomplished using the USEPA test methods 601 and 602 or 624
[5] micrograms per liter
[6] Dissolved Oxygen shall be monitored at the upper one foot layer of the evaporation/percolation ponds.
[7] standard pH units
[8] feet below ground surface.

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Total Dissolved Solids	mg/L	Grab	Quarterly	Quarterly
Total Nitrogen	mg/L	Grab	Quarterly	Quarterly
Nitrate as N	mg/L	Grab	Quarterly	Quarterly
Nitrite as N	mg/L	Grab	Quarterly	Quarterly
Sulfate	mg/L	Grab	Quarterly	Quarterly
Chloride	mg/L	Grab	Quarterly	Quarterly
Fecal Coliform	MPN/100mL	Grab	Quarterly	Quarterly
VOCs	µg/L	Grab	Annually	Annually

Sludge Monitoring

18. Prior to disposal, sludge that is generated at the WWTP shall be sampled and analyzed for the following:

Constituent	Units	Type of Sample	Monitoring Frequency	Reporting Frequency
Arsenic	mg/kg[9]	Composite	Annually	Annually
Cadmium	mg/kg	Composite	Annually	Annually
Chromium	mg/kg	Composite	Annually	Annually
Copper	mg/kg	Composite	Annually	Annually
Lead	mg/kg	Composite	Annually	Annually
Mercury	mg/kg	Composite	Annually	Annually
Molybdenum	mg/kg	Composite	Annually	Annually
Nickel	mg/kg	Composite	Annually	Annually
Selenium	mg/kg	Composite	Annually	Annually
Zinc	mg/kg	Composite	Annually	Annually
Fecal Coliform	MPN/gram[10]	Composite	Prior to Disposal	Annually

B. Reporting

1. The Discharger shall inspect and document any operation/maintenance problems by inspecting each unit process. In addition, calibration of flow meters and equipment shall be performed in a timely manner and documented. Operation and Maintenance reports shall be submitted to the Colorado River Basin Water Board Office annually.

[9] milligrams per kilogram
[10] Most Probable Number per gram.

2. The annual Operation and Maintenance report shall include the following:

   a. Documentation showing the calibration of flow meters and equipment as performed in a timely manner annually;

   b. Modifications and updates to the Operation and Maintenance Manual;

   c. Operator certification status update including number of staff and grade certification.

   d. Modifications and updates to the City's waste water ordinance or rules and regulations.

3. The Discharger shall report annually on the quantity, location and method of disposal of all sludge and similar solid materials being produced at the WWTP. If no sludge is disposed of during the year being reported, the Discharger shall state "No Sludge Removed" in the annual monitoring report.

4. The Discharger shall provide the Colorado River Basin Water Board with an annual report describing the pretreatment program activities over the previous twelve-month period. The report shall be transmitted to the Colorado River Basin Water Board office no later than January 31 of each year and include:

   a. A summary of actions taken by the Discharger which ensures industrial-user compliance;

   b. An updated list of industrial users (by SIC categories) which were issued permits, and/or enforcement orders, and a status of compliance for each user; and

   c. The name and address of each user that received a revised discharge limit.

5. SMRs shall be certified under penalty of perjury to be true and correct, and shall contain the required information at the frequency designated in this MRP.

6. Each Report must contain an affirmation in writing that states:

   "All analyses were conducted at a laboratory certified for such analyses by and in accordance with current USEPA procedures or as specified in this Monitoring and Reporting Program."

7. Each Report shall contain the following completed declaration:

   "I certify under the penalty of law that this document, including all attachments and supplemental information, was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of a fine and imprisonment.

   Executed on the _____day of _____ at _____

   _____(Signature)

   _____(Title)"

8. The SMRs, and other information requested by the Colorado River Basin Water Board, shall be signed by a principal executive officer or ranking elected official.

9. A duly authorized representative of the Discharger may sign the documents if:
   a. The authorization is made in writing by the person described above;
   b. The authorization specified an individual or person having responsibility for the overall operation of the regulated disposal system; and
   c. The written authorization is submitted to the Colorado River Basin Water Board's Executive Officer.

10. The Discharger shall attach a cover letter to the SMRs. The information contained in the cover letter shall clearly identify violations of the WDRs; discuss corrective actions taken or planned and the proposed time schedule of corrective actions. Identified violations should include a description of the requirement that was violated and a description of the violation.

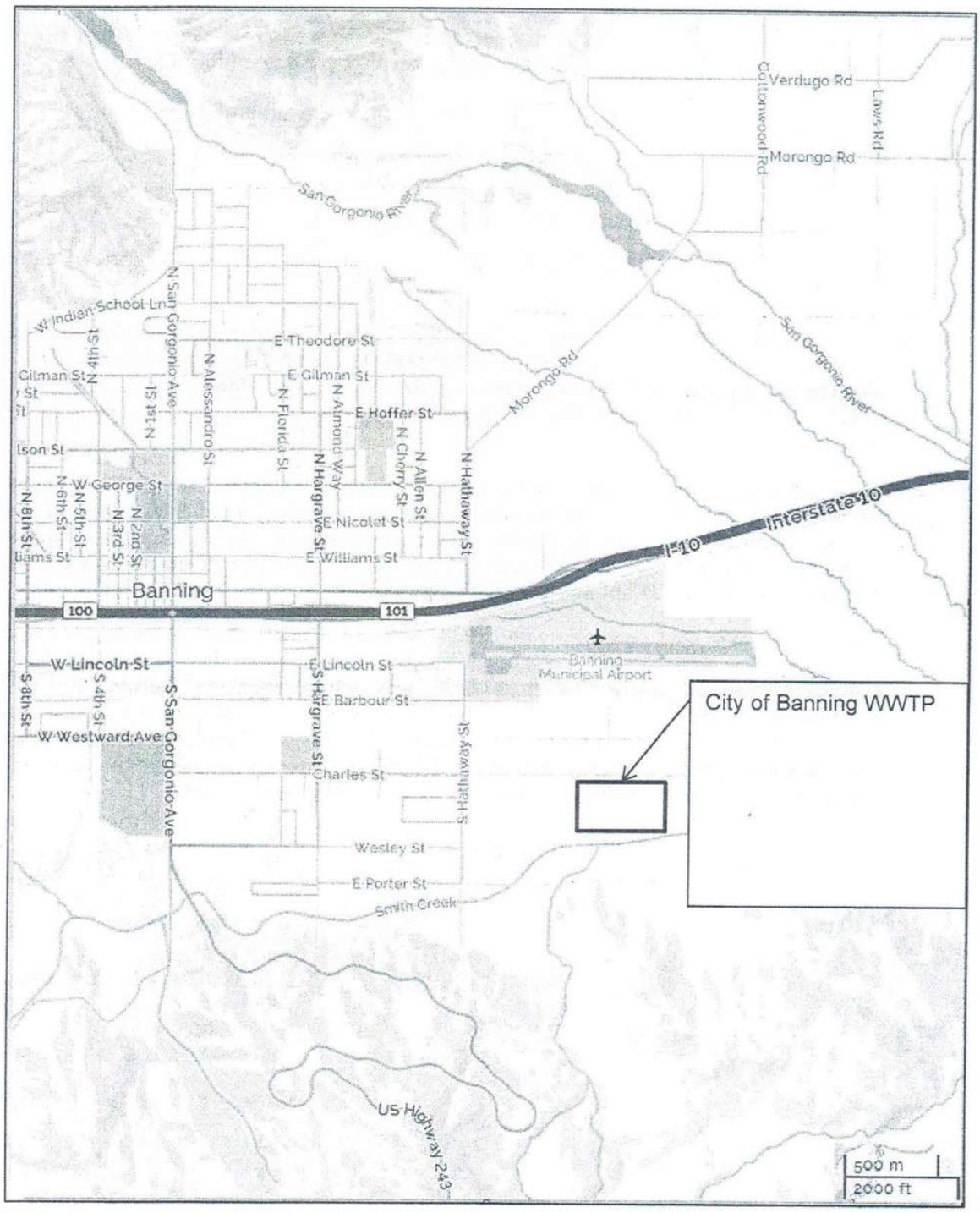
11. Daily, weekly, and monthly monitoring shall be included in the monthly monitoring report. Monthly monitoring reports shall be submitted to the Colorado River Basin Water Board by the 15th day of the following month. Quarterly monitoring reports shall be submitted by January 15th, April 15th, July 15th and October 15th. Annual monitoring reports shall be submitted by January 31st of the following year.

12. The Discharger shall comply with the Electronic Submittal of Information (ESI) requirements by submitting all correspondence and reports required under Monitoring and Reporting Program (MRP) R7-2016-0015, and future revisions thereto, including groundwater monitoring data and discharge location data (latitude and longitude), correspondence, and pdf monitoring reports to the State Water Resources Control Board GeoTracker database. Documents that are 2.0 MB or larger should be broken down into smaller electronic files, labelled properly and uploaded into GeoTracker.

Jose L. Angel

JOSE L. ANGEL, P.E.
Executive Officer

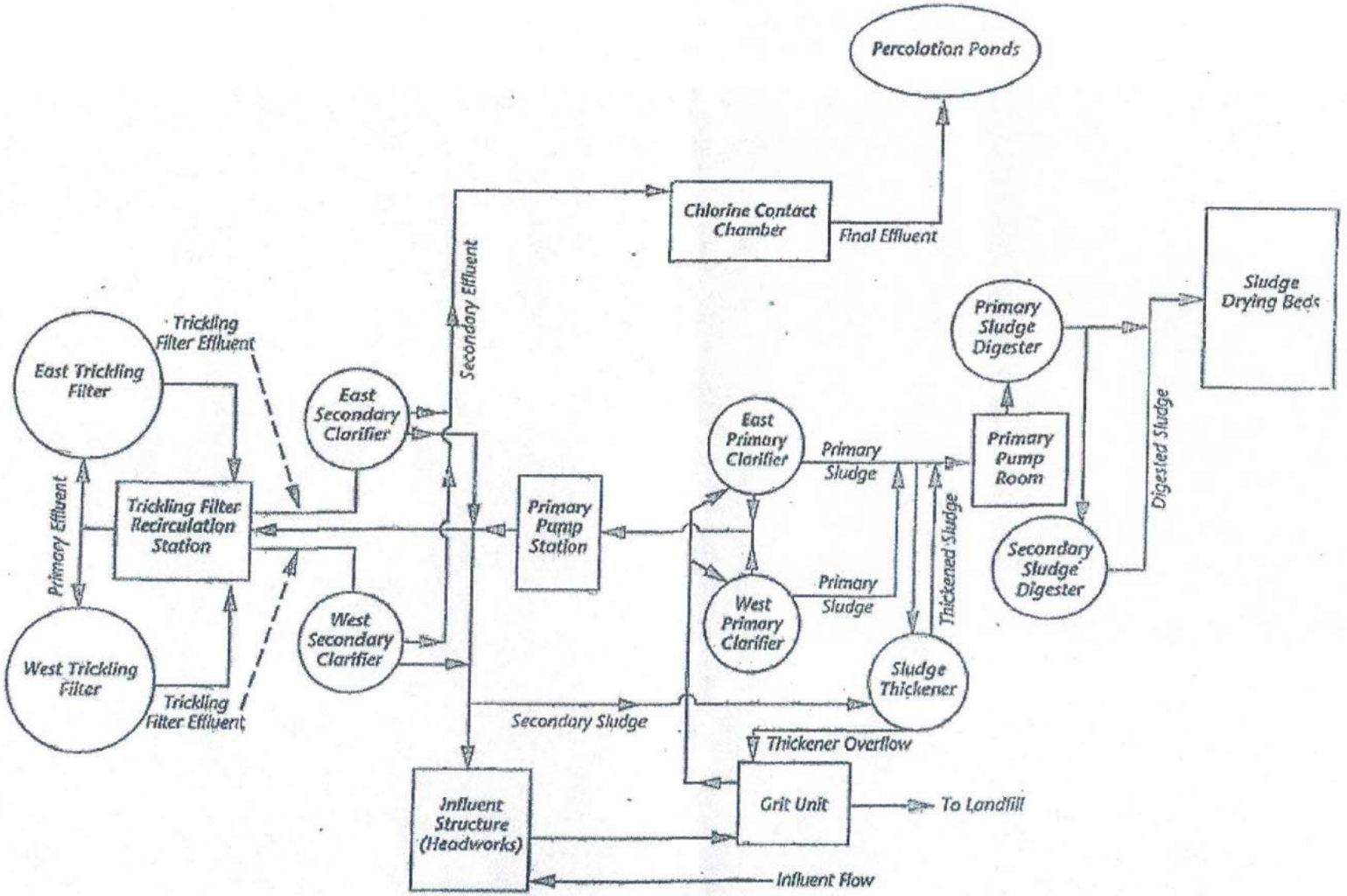
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Date



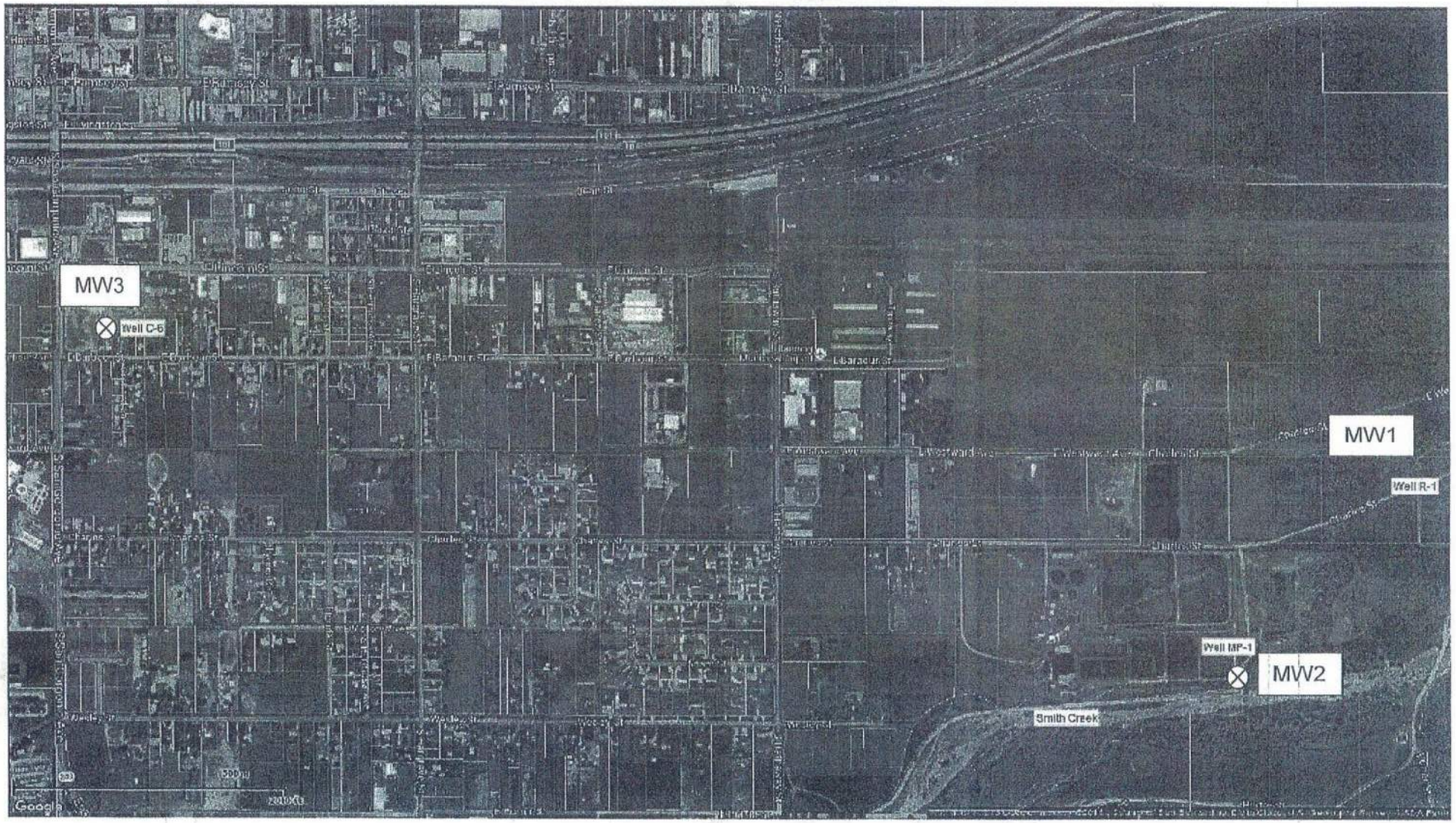
CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
WASTEWATER TREATMENT PLANT
Banning – Riverside County
Section 14, T3S, R1E, SBB&M

ATTACHMENT A – VICINITY MAP

Board Order R7-2016-0015



CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
WASTEWATER TREATMENT PLANT
Banning – Riverside County



CITY OF BANNING, OWNER
SUEZ WATER ENVIRONMENTAL SERVICES, INC., OPERATOR
WASTEWATER TREATMENT PLANT
Banning – Riverside County

ATTACHMENT C – MONITORING WELL LOCATIONS

United States Department of the Interior

BUREAU OF RECLAMATION
Southern California Area Office
27226 Via Industria, Suite A
Temecula, CA 92590

IN REPLY REFER TO:
SCAO-5000
4.4.15

VIA ELECTRONIC MAIL ONLY

Mr. Arturo Vela, P.E.
Director of Public Works
City of Banning
99 East Ramsey Street
Banning, CA 92220

Subject: City of Banning: Wastewater Treatment Plant and Recycled Water Upgrades Feasibility Study

Dear Mr. Vela:

The Bureau of Reclamation is pleased to inform you that the City of Banning's Wastewater Treatment Plant and Recycled Water Upgrades Feasibility Study has been found to be in accordance with our Directives and Standards (D&S), *Title XVI Water Reclamation and Reuse Program and Desalination Construction Program Feasibility Study Review Process* (WTR 11-01), and therefore it meets the requirements of a feasibility study as defined under Section 4009(a) of Public Law 114-322. Enclosed for your information is a copy of the formal memorandum approved on January 31, 2024.

These findings will be included in the next transmittal to Congress of feasibility study review findings under section 4009 of the Water Infrastructure Improvements for the Nation Act.

Should you have any questions, please contact Viranousack (Alex) Soubannarath, Program Analyst (*Title XVI Coordinator*), at 951-695-5310 or vsoubannarath@usbr.gov. Individuals in the United States, who are deaf, deafblind, hard of hearing, or have a speech disability may dial 711 (TTY, TDD, or TeleBraille) to access telecommunication relay services.

Sincerely,

JOHN SIMES

Digitally signed by JOHN SIMES
Date: 2024.02.10 15:51:41 -08'00'

John E. Simes, Jr.
Area Manager

BUDGET ITEM DESCRIPTION	COMPUTATION			Recipient	Reclamation	TOTAL COST
	Price/Rate	Unit	Quantity			
CONTRACTUAL/ CONSTRUCTION - Explain any contracts or sub-Agreements that will be awarded, why needed. Explain contractor qualifications and how the contractor will be selected.						
Phase 1 Costs: City of Banning WWTP Upgrades						
Task 1: CEQA						
CEQA (bio, cultural, air quality & IS/MND)	$180,000	LS	1.0	$ 135,000	$ 45,000	$ 180,000
Permitting	$120,000	LS	1.0	$ 90,000	$ 30,000	$ 120,000
					Subtotal	**$ 300,000**
Task 2: Design						
Preliminary Design	$1,221,939	% of cost	2.0%	$ 916,454	$ 305,485	$1,221,939
Final Design	$3,054,848	% of cost	5.0%	$ 2,291,136	$ 763,712	$3,054,848
					Subtotal	**$ 4,276,787**
Task 3: Construction						
RO system (1.2 MGD)	$ 5,044,300	LS	1.0	$ 3,783,225	$ 1,261,075	$ 5,044,300
Brine Drying Beds and Evaporators	$ 4,079,300	LS	1.0	$ 3,059,475	$ 1,019,825	$ 4,079,300
MBR Facility (3.6 MGD)	$ 46,175,900	LS	1.0	$ 34,631,925	$ 11,543,975	$ 46,175,900
Primary Clarifier	$ 1,866,300	LS	1.0	$ 1,399,725	$ 466,575	$ 1,866,300
Chlorine Tank (3.6 MGD)	$ 2,148,700	LS	1.0	$ 1,611,525	$ 537,175	$ 2,148,700
Upgrade Ferric Sulfate Feed/Storage System	$ 286,200	LS	1.0	$ 214,650	$ 71,550	$ 286,200
Digester Coating	$ 444,900	LS	1.0	$ 333,675	$ 111,225	$ 444,900
Replace Piping in Grit Chamber	$ 56,000	LS	1.0	$ 42,000	$ 14,000	$ 56,000
Replace TF Center Drives	$ 239,650	LS	1.0	$ 179,738	$ 59,913	$ 239,650
Replace East Primary Clarifier Center Drive	$ 47,950	LS	1.0	$ 35,963	$ 11,988	$ 47,950
Replace Existing PVC Digester Gas Piping	$ 16,000	LS	1.0	$ 12,000	$ 4,000	$ 16,000
Replace Digester Hot Water Boiler	$ 169,400	LS	1.0	$ 127,050	$ 42,350	$ 169,400
Replace TF Effluent Distribution Valves (4)	$ -	LS	1.0	$ -	$ -	$ -
Replace TF Recirculation Pumps (2)	$ 59,950	LS	1.0	$ 44,963	$ 14,988	$ 59,950
Replace Grit/Cyclone Unit	$ 287,600	LS	1.0	$ 215,700	$ 71,900	$ 287,600
Replace Two Old Grit Pumps	$ 174,800	LS	1.0	$ 131,100	$ 43,700	$ 174,800
Recycled Water Laterals	$ -	LS	1.0	$ -	$ -	$ -
					Subtotal	**$ 61,096,950**
AACE CLASS 3 COST ESTIMATE					**+30%**	**$ 79,426,035**
					-10%	**$ 55,542,682**
Task 4: Construction Admin						
Construction Management and Inspection	$3,665,817	% of cost	6.0%	$ 2,749,363	$ 916,454	$ 3,665,817
Environmental Monitoring and Support during Construction	$100,000	LS	1.0%	$ 75,000	$ 25,000	$ 100,000
					Subtotal	**$ 3,765,817**
OTHER - List any other cost elements necessary for your project; such as extra reporting, or contingencies in a construction contract.						
Contingency (10% of project cost)	$6,943,955	% of cost	10.0%	$ 5,207,967	$ 1,735,989	$ 6,943,955
					Subtotal	**$ 6,943,955**
TOTAL DIRECT COSTS:				**57,287,631.64**	**19,095,877.21**	**$ 76,383,509**
INDIRECT COSTS -						
Not applicable						$ -
TOTAL ESTIMATED PROJECT/ACTIVITY COSTS:						**$ 76,383,509**
AACE CLASS 3 COST ESTIMATE					**+30%**	**$ 99,298,562**
					-10%	**$ 69,439,554**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**February 27, 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 and 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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Discussion of Policy to Prohibit Use of Personal Cell Phones on Dais During Meetings**

RECOMMENDATION:

A motion directing the City Manager to prepare a policy prohibiting the use of personal cell phones on the dais during public meetings.

BACKGROUND:

Council Member Flynn requested a future agenda item to discuss the use of personal cell phones on the dais. Many city councils have debated the issue of personal digital device use on the dais and some have adopted policies ranging from complete bans on use of personal devices to voluntarily turning off devices during meetings. However, it is frequently recognized that use of electronic devices is necessary because a growing number of cities no longer use printed agenda materials. In fact, many inland empire cities have transitioned to electronic agendas only.

While receiving text messages during meetings isn't illegal, it could create legal problems if a council member receives a message pertaining to a quasi-judicial matter during a hearing if the message is not shared. Generally, city councils have recognized, at a minimum, the value of having personal digital devices for emergency communications with family members and care givers.

JUSTIFICATION:

A City Council policy and amendment to the Manual of Procedures would be appropriate, if the City Council supports a policy prohibiting the use of personal cell phones on the dais during meetings.

FISCAL IMPACT:

Staff time involved with preparation of a policy and resolution is estimated to be less than 10 hours at an average hourly rate of approximately $80 for a total cost of less than $1,000.

ALTERNATIVES:

1. Direct City Manager to prepare a policy and resolution prohibiting use of cell phones on the dais during public meetings.
2. Take no action.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Doug Schulze, City Manager** **Doug Schulze, City Manager**
MEETING DATE:	**February 27, 2024**
SUBJECT:	**Ring of Honor Selection Committee Appointment**

RECOMMENDATION:

Discussion item only.

BACKGROUND:

The "Ring of Honor" program is to honor very special citizens who, through their efforts over a significant period of time, have enhanced the community.. The "Ring of Honor" expresses the appreciation of the community for the service and generosity of those individuals honored. Due the the special significance of the award and the established criteria, it will take a considerable number of years to complete the "Ring of Honor". The program also serves to raise individual and collective pride in the community.

A Selection Committee consisting of five (5) members is to be appointed by the City Council. The Committee shall consist of representatives from service clubs, churches, the school district and other community organizations. The Selection Committee meets on a bi-annual basis to consider nominations and forward any nomination to the City Council. This particular committee then ceases to exist after completing this task. Subsequent committees would be selected on a bi-annual basis. Meetings are to be held in April of each even numbered year. Therefore, members should be appointed no later than March of each even numbered year.

JUSTIFICATION:

Appointment of the Selection Committee is consistent with adopted policy.

FISCAL IMPACT:

Financial impact of appointment of the five member Selection Committee is minimal as it will require a few hours of staff time to prepare agenda materials and advertisement costs for interested members.

ALTERNATIVES:

1. Do not appointment Selection Committee and provide staff with alternate direction.

ATTACHMENTS:

1. Ring of Honor Policy.pdf

BANNING "RING OF HONOR"*

The purpose of the Banning "Ring of Honor" program is to honor very special citizens who, through their efforts over a significant period of time, have enhanced the community. This program will provide a lasting monument to those persons qualifying for such special honor.

It is proposed that the "Ring of Honor" would be located in the park west of City Hall. The circular structure in the park contains eleven pillars. Both sides of each pillar would be reserved for honored citizens with the placement of a bronze plaque containing a bas-relief picture of his/her bust, name and other information relating to his/her service to the community.

The "Ring of Honor" will express the appreciation of the community for the service and generosity of those individuals honored. Due to the special significance of the award and the established criteria, it will take a considerable number of years to complete the "Ring of Honor". This program will also serve to raise individual and collective pride in the community.

"Ring of Honor" Criteria

The criteria for being selected as a member of the "Ring of Honor" is as follows:

1. Honorees shall be those citizens who service to the community exceeds by a considerable degree that service provided by most citizens during their lifetime or tenure in the community. Service to the community is defined as donation of time and effort in community projects, active participation in community organizations and service clubs, long time service as an elected city official, active participation in appointed positions in city government, active participation in charitable programs and activities, etc. Service should not normally require service in all the above, but must include a substantial part of described service. Additional service not listed here may be considered by the selecting committee if they regard such service as so outstanding that it would otherwise be included in the current list.
2. Any citizen may submit a nomination on the form provided.
3. Awards may be made posthumously.
4. No current member of the City Council or the Selection Committee will be eligible.

Selection Committee

1. The Selection Committee shall consist of five (5) members and be appointed by the City Council. It shall consist of representatives from service clubs, churches, the school district and other community organizations.
2. The Selection Committee shall meet on a bi-annual basis to consider nominations and forward any nomination to the City Council. This particular committee would cease to exist after completing this task. Subsequent committees would be selected on a bi-annual basis. Meetings shall be held in April of each even numbered year.
3. Any nomination to the City Council requires unanimous affirmation by the Selection Committee. The Council would then render a decision to accept or reject the nomination. All nominations shall be kept confidential.
4. Only one nomination will be permitted bi-annually, however there is none required if the committee decides not to forward a nomination to the City Council. Nominations may carry over to be considered by a subsequent committee.
5. Only one selection will be permitted bi-annually, however, none are required if the committee decides not to forward a selection to the City Council. Nominations may be carried over to be considered by a subsequent committee.

*Approved by City Council January 25, 2000