AGENDA

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

April 9, 2024
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

1. CALL TO ORDER

1.1 INVOCATION
Performed by Pastor David Diaz of Calvary Chapel Sweet Hills

1.2 PLEDGE OF ALLEGIANCE

1.3 ROLL CALL

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

3. PRESENTATIONS

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 March 26, 2024 City Council Meetings
Recommendation: Approve the minutes of the March 26, 2024 City Council Meetings.

6.2 Second Reading and Adoption of Ordinance 1602, Amending Section 3.36.020 (Definition) and Table C (Parks and Recreation 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 (Finance and Revenue) of the Banning Municipal Code to define Direct Variable Program Costs and amend the cost recovery percentage of certain Parks and Recreation Program areas; and making a Determination of Exemption from the California Environmental Quality Act
Recommendation: Conduct the second reading of and adopt Ordinance 1602.

6.3 Consideration of Resolution 2024-53, Authorizing the City Manager to Enter into a 2-Year Lease Agreement with Carlos Trejo through Haskell Real Estate for Homeless Transitional Housing Located at 467 E. Hoffer Street
Recommendation: Adopt Resolution 2024-53.

6.4 Consideration of Resolution 2024-55, Approving the Measure “A” Five Year Capital Improvement Plan Project List and Authorizing the City Manager to Execute A Maintenance of Effort Certification Statement
Recommendation: Adopt Resolution 2024-55.

6.5 Consideration of Resolution 2024-57, Authorizing the Closure and Transfer of Fund 690 - Refuse Fund to Fund 001 - General Fund and to Classify $3,825,000 as Assigned Fund Balance that will be Amortized into Unassigned Fund Balance Evenly Over the Next 17 Years
Recommendation: Adopt Resolution 2024-57.

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

8.1 Consideration of Introduction and First Reading of Ordinance 1603, Adding a New Chapter 9.09 to Title 9 (Public Peace, Morals and Welfare) of the Banning Municipal Code to provide for regulations governing camping and related activities within the City of Banning, and making a determination of exemption from the California Environmental Quality Act
Recommendation: Conduct the first reading of, and introduce Ordinance 1603, as read by title only.

8.2 Consideration of Resolution 2024-54, Approving Amendment No. 2 to the Professional Services Agreement with Engineering Resources of Southern California to Increase the Total Compensation by $900,000 and to Extend the Term of the Agreement through June 30, 2025 for Plan Check, Inspections and Related Administrative Services
Recommendation: Adopt Resolution 2024-54.

8.3 Consideration of Resolution 2024-56, Amending the Classification & Compensation Plan for the City of Banning to Reclassify the Utility Services Assistant, Office Specialist, and Accounting Specialist Positions and Keep the Office Specialist Position Funded

Recommendation: Adopt Resolution 2024-56.

9. DISCUSSION ITEMS

9.1 Discussion of City Council, City Clerk and City Treasurer Salary Increases
Recommendation: Discussion of City Council salary increases and provide direction to City Manager:
1) Does the City Council want an ordinance prepared to consider salary increases?
2) What amount of increase should be included in an ordinance, if desired?

9.2 City Donation Policy Discussion
Recommendation: Discussion item only.

10. ITEMS FOR FUTURE AGENDAS

10.1 NEW ITEMS
10.2 EXISTING ITEMS

1. Grow Banning (Sanchez)
2. Scope and Duties of the Budget and Finance Committee (Wallace)
3. Neighborhood Groups/Identities (Minjares)
4. Update on Community Garden (Flynn)
5. Donation Policy (Flynn)
6. Zencity Contract (Flynn)
7. Cannabis Ordinance/Moratorium (Flynn)
8. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

Next Regular Meeting – April 23, 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:	**April 9, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the March 26, 2024 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the March 26, 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 03 26_Minutes_Special Meeting - Closed Session.pdf
2. 2024 03 26_Minutes_Special Meeting - Workshop.pdf
3. 2024 03 26_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 **3/26/2024**
CITY COUNCIL **SPECIAL MEETING**

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

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn

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

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 3:01 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 citation.

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, LCW, City Counsel

Employee Organization: International Brotherhood of Electrical Workers (IBEW) General Unit; International Brotherhood of Electrical Workers (IBEW) Utility Unit; Teamsters

4. ADJOURNMENT

The Special City Council meeting adjourned at 3:46 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:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

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MINUTES **3/26/2024**
CITY COUNCIL **SPECIAL MEETING**

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

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn

OTHERS PRESENT: Doug Schulze, City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Ralph Wright, Parks and Recreation Director

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. WORKSHOP

3.1. Candidate Interviews for, and Appointments to, the Banning Youth Council

Banning Youth Council Interviews:

- Amaya Diaz
- Maya Geronimo
- Adan Fragas

Motion to appoint Amaya Diaz, Maya Geronimo, and Adan Fragas to the Banning Youth Council.

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 4-0, with 1 absence.

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:23 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

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This entire meeting and all associated documents may be viewed here:
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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 **3/26/2024**
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
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works
Lincoln Bogard, Administrative Services Director
Ralph Wright, Parks and Recreation Director
Barbara Mason, Purchasing Manager

1. CALL TO ORDER

Mayor Sanchez called the regular meeting to order at 5:04 p.m.

1.1. Invocation – Kevin Walton led the invocation.

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

1.3. Roll Call

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

2. AGENDA APPROVAL

2.1. Approve Agenda

Motion to approve the agenda, moving agenda item 9.1 to follow 5.1. Public Comments.

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.

3. PRESENTATIONS

None

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:

- Michele Walter
- Frank Burgess
- Bill Hobbs
- Richard Royce
- Diego Rose
- Stuart MacKenzie
- Kevin Walton
- Oleg Ivaschuk

9.1. Discussion of Council Policy Changes Regarding Extension of Meetings and Disparaging Remarks Made by Members of the City Council

Doug Schulze, City Manager, presented the staff report.

Public Comment

- Diego Rose
- Frank Connolly
- Richard Royce
- Frank Burgess

Motion to direct the City Manager to bring back suggested amendments to the City Council resolution regarding suggested time limits imposed on of City Council meetings and additional remedies for Council members regarding derogatory remarks made by a Council member against another member or

members of the legislative body other than the use of censure or personal privilege.

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.

Mayor Sanchez announced a recess at 6:36 p.m. The meeting was reconvened at 6:57 p.m.

5.2. CORRESPONDENCE
Two items of correspondence were received, distributed to the City Council, and attached as exhibits to the minutes.

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a Transportation, Communications, and Public Works (TCPW) Committee meeting.

Mayor Pro Tem Minjares reported on the status of the Animal Shelter Ad Hoc Committee.

Council Member Flynn reported on a CalCities Riverside County Division meeting.

Council Member Happe reported on the Banning Chamber of Commerce's Installation Dinner.

Mayor Sanchez reported on the Banning Chamber of Commerce's Installation Dinner.

5.5. CITY MANAGER REPORT
City Manager Schulze reported on the Ring of Honor Selection Committee and the Western Riverside County Council of Government's (WRCOG) upcoming General Assembly meeting.

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

5.7. CITY TREASURER REPORT
Treasurer Geronimo reported on two City Treasurer Reports he had missed as well as two Budget and Finance Committee meetings.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the March 12, 2024 City Council Meetings
6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of February 29, 2024
6.3 Receive and File Cash and Investments Report for the Month of February 2024
6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2021-22, Fiscal Year 2022-23, and Fiscal Year 2023-24 Through Period 8
6.5 Receive and File Police Department Statistics for the Month of February 2024. Recommendation: Receive and file Police Department statistics for the month of February 2024.
6.6 Receive and File Fire Protection Services Statistics for the Month of February 2024
6.7 Public Works Capital Improvement Project Tracking List
6.8 Receive and File Code Enforcement Update and Statistics for the Month of February 2024
6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports
6.10 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Bond Exoneration
6.11 Second Reading and Adoption of Ordinance 1601, 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
6.12 Consideration of Resolution 2024-50, Approving Contract Amendment No. 3 with Joe A. Gonsalves & Son to Provide Services in Legislative Advocacy and Governmental Affairs
6.13 Consideration of Resolution 2024-51, Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2024/2025, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1

Public Comment
None

Motion to adopt consent agenda items 6.1 through 6.6, 6.8, 6.11 through 6.13.

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.

6.7. Public Works Capital Improvement Project Tracking List

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

Public Comment
- Diego Rose
- Frank Burgess

Motion to receive and file.

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.

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

Lincoln Bogard, Administrative Services Director, and Barbara Mason, Purchasing Manager, 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.

6.10. Accept as Complete Various 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 improvements related to the Atwell Specific Plan Development and authorize the 90% bond exoneration.

Motion by Council Member Wallace
Seconded by Council Member 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 of Introduction of First Reading of Ordinance 1602, Amending Sections 3.36.020 and Section 3.36.080 of Chapter 3.36 (Fee and Service Charge Revenue / Cost comparison of Title 3 (Finance and Revenue) of the Banning Municipal Code to add a definition of Direct Variable Program Costs and amend Table C - Parks and Recreation Services to reflect the goal of 100% cost recovery of direct variable program costs and making a Determination of Exemption from the California Environmental Quality Act; and Consideration of Resolution 2024-52, Amending Fees for Certain Parks and Recreation Programs

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

Public Comment
- Frank Connolly
- Diego Rose
- Frank Burgess

Administrative City Clerk Patton read the ordinance by title only.

Motion to bring the ordinance back with a new fee schedule.

Motion by Council Member Happe
No second. Motion failed.

Motion to introduce and waive further reading of Ordinance 1602.

Motion by Council Member Flynn
Seconded by Mayor Sanchez

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

Motion approved by a vote of 3-2.

Motion to adopt Resolution 2024-52.

Motion by Mayor Sanchez
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 3-2.

8. REPORTS OF OFFICERS

8.1 Decision Whether to Contract for and Select from Finalists from the Request for Proposals for Citywide Forensic Investigation Services

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

Public Comment

- Diego Rose
- Frank Connolly
- Frank Burgess

Motion to move forward with having Administrative Services Director Lincoln Bogard complete a Phase I forensic audit of the City and authorize the City Manager to hire additional staff for the duration of the audit.

Motion by Mayor Sanchez
Seconded by Council Member Minjares

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

Motion approved by a vote of 3-2.

Mayor Sanchez announced a recess at 9:34 p.m. The meeting was reconvened at 9:45 p.m.

9. DISCUSION ITEM(S)

9.1. Discussion of Council Policy Changes Regarding Extension of Meetings and Disparaging Remarks Made by Members of the City Council

Considered following Agenda Item 5.1 as decided under Agenda Item 2.1.

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

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

Public Comment
- Frank Connolly
- Frank Burgess

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

Motion by Council Member Wallace
Seconded by Council Member 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.

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items
1. Raising City Council Pay (Flynn)

10.2. Pending Items:
1. Grow Banning (Sanchez)
2. ~~Food Desert Zoning Overlay (Minjares)~~ *Removed by Council Member Minjares*
3. ~~Beautification of San Gorgonio Overpass Funding (Gonzales)~~
4. Scope and Duties of the Budget and Finance Committee (Wallace)
5. Neighborhood Groups/Identities (Minjares)
6. Update on Community Garden (Flynn)
7. Donation Policy (Flynn)
8. Zencity Contract (Flynn)
9. Cannabis Ordinance/Moratorium (Flynn)
10. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Sanchez
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.

The meeting was adjourned at 10:11 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:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

ATTACHMENTS:

Exhibit A – Agenda Item 6.7: Public Comments
Exhibit B – Agenda Item 7.1: Staff Presentation
Exhibit C – Agenda Item 7.1: Public Comments
Exhibit D – Agenda Item 8.1: Evaluator Score Sheets
Exhibit E – Agenda Item 9.2: Burgess Comments
Exhibit F – Agenda Item 9.2: Staff Presentation

Exhibit A

RECEIVED
MAR 26 2024
City of Banning
City Clerk's Office

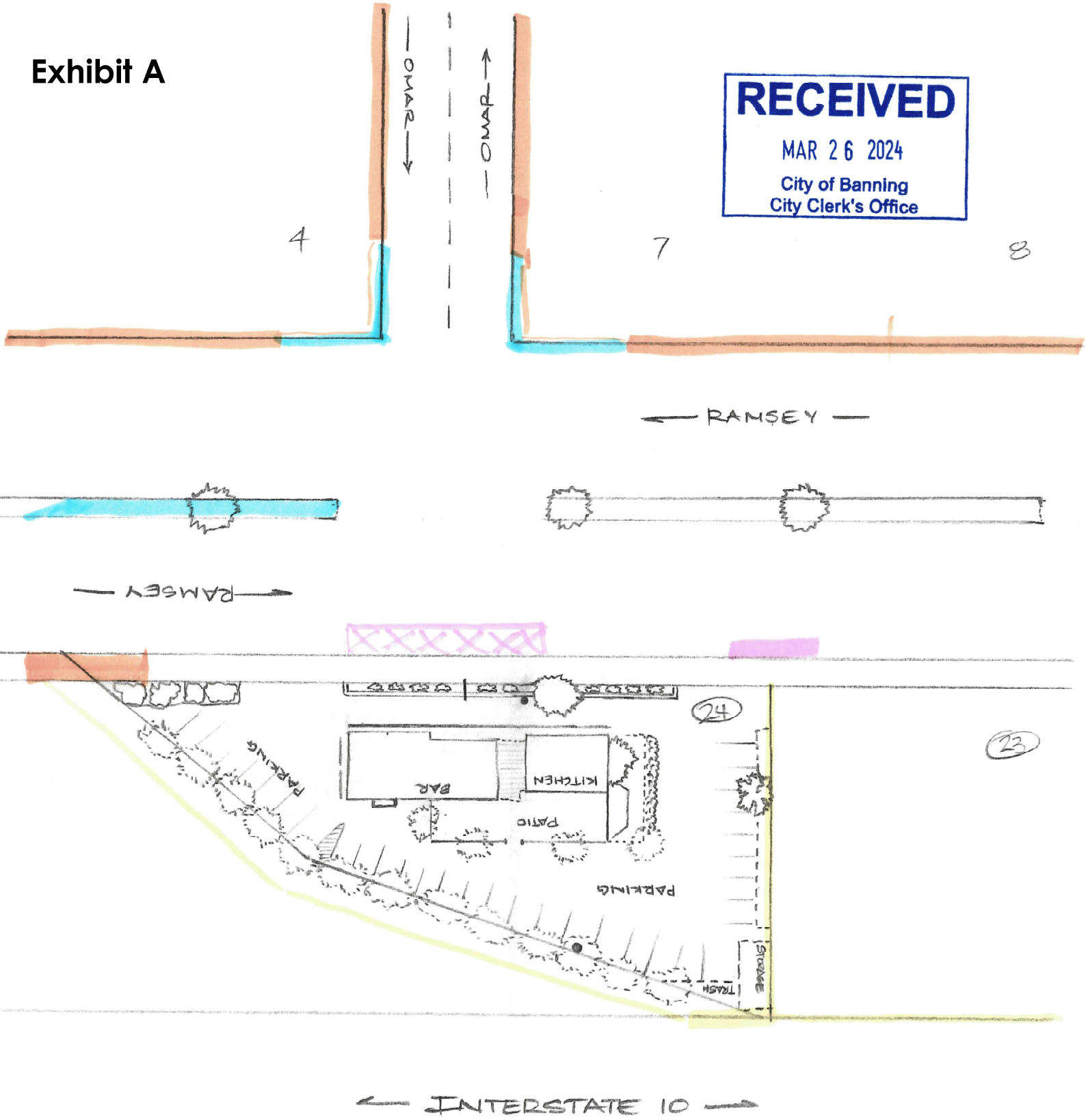


Exhibit B

Proposed fee increases vs developer giveaways

Gary Hironimus <ghironimus@hotmail.com>

Mon 3/25/2024 2:10 PM

To:Marie Calderon <mac@banningca.gov>;Alberto Sanchez <asanchez@banningca.gov>;Rick Minjares <rminjares@banningca.gov>;Sheri Flynn <sflynn@banningca.gov>;David Happe <dhappe@banningca.gov>;Colleen Wallace <cwallace@banningca.gov>

To City Clerk to read at 3/26/24 City Council meeting:

Council Members;

On tonight's agenda is **Item 7.1**, discussing a proposed fee increase for youth programs here in Banning. The stated goal is to eventually recover 100% or more of those program costs. But is it really breaking the city to provide these programs at a minor financial loss? While I understand some fee increases, I think my biggest beef is that "goal" of 100%+ cost recovery. Personally, I think that subsidizing youth programs is indeed one of the items that a City should be more than willing to do, at least in part.

Then, to add insult to injury, later tonight, on **Item 9.2**, you will consider spending $25K-$50K to design and apply for grants to install a "City Identifier" on the San Gorgonio overpass, essentially a sign, at a total construction cost of up to $1.5 million or more. And I shudder to imagine just how much in permit and fee waivers the City has given to developers over the past few years, and continue to do so even now. Yet Banning's youth aren't worth a paltry $38K? What a sorry narrative.

Gary Hironimus

Exhibit C

ITEM 7.1 – PUBLIC HEARING

CONSIDERATION OF ORDINANCE 1602 & RESOLUTION 2024-52 - PROPOSED ADJUSTMENTS TO CERTAIN PARKS AND RECREATION PROGRAM FEES

Ralph Wright – Parks and Recreation Director

Banning City Council – March 26, 2024

Parks and Recreation Department – Evaluating Dept Cost Recovery

- Fees have not been adjusted since 2019
- Evaluating and developing a pricing policy.
- Policy will include goals for cost recovery throughout department.
- Policy will come forward for future Council consideration
- Bifurcation of Facility/Service fees and Program Fees
- Programs discussed today – Concerns - PT labor intense – Minimum wage increases.
- City Wide-Fee Study in development – Rental and Service fees

Parks and Recreation Fees – Moving Forward

Reviewed Annually Internally

- Program Fees
  - Today -
    - Youth Sports
    - Day Camp
    - Swim Lessons
    - Open Rec Swim
  - Subsequent Annual reviews
    - Other Program Fees– Runs, Adult Sports etc.
  - **Instructor Classes**
    - **Negotiated and set with instructors**

Reviewed as part of City-Wide Fee Study

- User/Service Fees
  - Facility Rental Fees
    - Parks, shelters, ballfields, meeting and party rooms.

Ordinance 1602 – Amending Chapter 3.36 of BMC

- **EXISTING**
- Costs reasonably borne from:
- Fees include
  - All direct program costs, wages, benefits, supplies,etc
  - Indirect staffing costs
  - Department Operational and maintenance costs
  - Facility costs, depreciation, CIP etc
  - Requires fee study or intense staffing requirement to review

- **PROPOSED CHANGE**
  - Direct Variable Program Costs(DVPC)
    - Costs that are eliminated if program is canceled.
    - GOAL – 100% of DVPC – Future 100% plus 10 to 50% contribution to Indirect costs.
    - Can be easily evaluated internally on an annual basis

Program Fees – recovery goal

- Direct Variable Program Costs

				Current Program Costs		
Program Name	# of part	Current Fee	Avg Fee	total Exp	Total rev	Cost rec %
Flag Football	125	$40.00		$8,684	$5,000	57.58%
Basketball	300	$40.00		$19,311	$12,000	62.14%
Open Rec Swim	12000	$1.50 Kids/Seniors $3 Adults	$1.88	$42,990	$22,500	52.34%
Swim Lessons	600	$45 - $50 Non-Res	$47.00	$30,860	$27,875	90.33%
Day Camp	450	$60.00		$42,424	$27,000	63.64%

- Selected Goal – 100% Direct Program Cost Recovery
- Commission felt – move to initial full 100% cost recovery to large a single year increase.

Proposed Program Fee Budget Breakdowns – Example

Recreation Program Budget Sheet

ALL SECTIONS BELOW TO BE BASED ON ESTIMATED AVERAGE PARTICIPATION

Program Area: | Program: Flag Football | FEE: $ 40.00

A. REVENUE — Site: Repplier

REVENUE CODE	Previous Year - Actual - Estimated	2022 Season		$ TOTAL
	Participation:	Participation:	Description:	Revenue:
	Reveune: $ -	125		$ 5,000.00
	Sponsorship 12 teams @ $150.00 per team			
				$ -
				$ -
			TOTAL REVENUE $	$ 5,000.00

B. PERSONNEL COSTS

EXP CODE	POSITION	FUNCTION	# OF POSITIONS	PAY RATE PER HOUR	HOURS PER WEEK	# OF PROGRAM WEEKS	TOTAL HOURS	$ TOTAL
	Lifeguard						0	0.00
	Cashier						0	0.00
	Rec Leader	Ref - site lead	4	$ 17.60	6	9	216	3,801.60
	Rec Leader	Weekday					0	0.00
	Rec Leader	Training	4	$17.60	4	1	16	281.60
	Coordinator						0	0.00
							232	
EXPENDITURE TOTAL B								4,083.20

C. OPERATION EXPENDITURES (equipment, supplies, awards, contract services, flyers, etc.)

EXP CODE	ACCT DESC	DESCRIPTION	UNITS	APPROX UNIT COST	$ TOTAL
		Referees	64	$21.00	$1344.00
		Awards	1	$750.00	$750.00
		Training/misc supplies	1	$151.61	$151.61
		Game supplies	1	$250.00	$480.52
		shirts	125	$15.00	$1875.00
					$.00
					$.00
EXPENDITURES TOTAL C					$4,601.13

D. ADMINISTATIVE SUPPORT SERVICE FEE (Calculated: Expenditure B + C multiplied by 10% youth or 20% adult)

Expend B+C | Youth $ - | Adult $ - | TOTAL EXPENDITURE (B+C+D) $ $8,684.33

PREPARED BY | Title

AT A GLANCE

TOTAL REVENUE(section A)	$5,000.00	
LESS TOTAL EXPENDITURES (Section B,C, and D combined)	$8,684.33	
NET REVENUE (if + amount)	($3,684.33)	
*Net SUBSIDY (if - amount) $_____		

* If expenditure exceeds revenue, denoting a subsidy, please complete the follow ing:

Actual Amount of Subsidy Per Person/Team -$29.47
(Subsidy Amount divided by projected participation)

Program Fee to Break-even $ 69.47
(Amount of Subsidy per person/team + proposed program fee)

Proposed Fee Youth Sports

Basketball, Flag Football, Soccer, Volleyball

- Goal of 100% of direct costs
- Current Fee - $40
- Goal Fee – Youth Flag Football - $69.47
- Goal Fee – Youth Basketball - $64.37
- Avg Comparable City Fee - $ 74.67

- Proposed Fee - $60 (Increase of $20)
- Also plan –
  - Added Value of Memory Mate Picture for all participants
  - Solicitation of Team Sponsors for All Teams

Proposed Fee Open Rec Swim

- Goal of 100% of direct costs
- Current Fee - $1.50 youth, $3.00 Adults
- Avg Fee - $1.88 per participant (FPP)
- Goal Fee – Open Recreation Swim Avg FPP- $3.58
- Avg Comparable City Fee - $ 4.50 youth, $5.37 Adults

- Proposed Fee - $2.50 youth, $3.50 Adults (Youth/Senior Fee was not adjusted in 2019)
  - (Increase $1 youth and $.50 Adults)
- Proposed Avg Fee - $2.75
- Offer free movie nights and will continue to look at other sponsorship options for free events for community.

Proposed Fee – Swim Lessons

- Goal of 100% of direct costs
- Current Fee - $45 – Non-Residents +$5
- Goal Fee – Swim Lessons - $51.43
- Avg Comparable City Fee - $ 54.12

- Proposed Fee - $50 / $55 Non-Resident (Increase of $5)

Proposed Fee Day Camp

- Goal of 100% of direct costs
- Current Fee - $60
- Goal Fee – Day Camp- $94.28
- Avg Comparable City Fee - $ 117.35

- Proposed Fee - $80 year 1, 2025 $90 (Increase of $20)

Exhibit B - Local City Fee Comparison -- 2022-2023

City	Resident / non resident	Youth Sports	Day Camp per week	Swim Lessons 2 week session	Open swim	Lap Swim
Apple Valley	$5	**$73.00**	**$139 FT $91 3 day**	$42.00	**$2.50 kids $4 adults**	**$4.00**
Beaumont	No	**$225.00**	N/A	N/A	N/A	N/A
Bloomington	No	**$85.00**	**$120.00**	N/A	N/A	N/A
Blythe	No	$40.00	N/A	N/A	N/A	N/A
Desert Recreation District	Yes	**$125.00**	**$140 per week**	**Res- $$62.50 Non Res - $72.50**	**$3 child / $4 Adult**	**$3 child / $4 Adult**
Fontana	Yes, varied	Resident- $73, Non Res- $88	**$105.00**	**Resident- $52, Non- $67**	**$5 to $7**	**Resident-$3, Non-$5**
Hemet	No	**$60.00**		**$65.00**	**Adult - $10, Youth- $9**	N/A
Moreno Valley	Yes	**$115.00**	**$135.00**	N/A	N/A	N/A
Palm Springs	Yes	**$95.00**		N/A	N/A	N/A
Rancho Cucamonga	Yes, varied	Resident: $169, Non: $183	**Resident- $168, Non- $182**	N/A	N/A	N/A
Redlands	No	**$85.00**	**$99.00**	N/A	N/A	N/A
San Jacinto	No	**$60.00**		N/A	N/A	N/A
Twentynine Palms	No	$53.00	**$175 2-weeks**	$48.83	**$3 kids / $4.25 Adults**	**$3 kids / $4.25 Adults**
Victorville	$5	**$65.00**	**$120 FT $86 Half day**	$46.00	$3 all	$3.00
Valley Wide	No	**$70.00**	**$100 to $150**	N/A	N/A	N/A
Yucca Valley	Yes	**$75.00**	**$80.00**	**$56.00**	N/A	N/A
Banning	Yes - Swim Lesson +$5	$40.00	$60.00	$45.00	$1.50 Kid $3 adult	$3.00
Banning Proposed Fees	Yes $5 to $10	$60.00	$80.00	$50.00	$2.50 child - $3.50 adult	$3.50 adult

Note: Banning Little League - $125 to $150 for 2024 baseball/softball season

Participant Assistance with Proposed Fee Increase

- **Value Added – Youth Sports, Solicitation of Team Sponsorships – Solicit sponsorships for open swim events**
- **Establishment of a Multi-Family Discount Policy**
- **Fund – Department Scholarship program through Sponsorships, Grant Funding etc**

Recommendation to Council

1) Introduce Ordinance 1602 amending Chapter 3.36 of BMC – modifying cost recovery goal for certain program areas
2) Adopt Resolution 2024-52 amending the program participant fees for certain Recreation Programs

				Current Program Costs			Proposed Fees			
Program Name	# of part	Current Fee	Avg Fee	total Exp	Total rev	Cost rec %	Proposed Fees	Total Exp	Total Rev	Cost Rec %
Flag Football	125	$40.00		$8,684	$5,000	57.58%	**$60.00**	$8,684	$7,500.00	86%
Basketball	300	$40.00		$19,311	$12,000	62.14%	**$60.00**	$19,311	$18,000.00	93%
Open Rec Swim	12000	$1.50 Kids/Seniors $3 Adults	$1.88	$42,990	$22,500	52.34%	**$2.50 kids/Seniors $3.50 Adults**	$42,990	$33,000.00	77%
Swim Lessons	600	$45 - $50 Non-Res	$47.00	$30,860	$27,875	90.33%	**$50 - $55 Non-Res**	$30,860	$31,200.00	101%
Day Camp	450	$60.00		$42,424	$27,000	63.64%	**$80.00**	$42,424	$36,000.00	85%

Note 1 : Youth Sports - Value added with new fee - Sponsorships and Memory Mate picture package
Note 2 :Open Rec Fee - Current avg fee - $1.88 - Proposed fee average $2.75
Note 3 : Day Camp Fee proposal - Subcommitte recommended Between $80 and $90 per session

Fiscal impact

- Assumptions
  - No Change in Participation Levels
  - No other unknown increases
- Potential Increased Revenue
  - Youth Sports - $11,000 ($2,500 Flag Football, Soccer, $6,000 Basketball)
  - Aquatics - $13,500 (Open Swim $10,500, Swim Lessons $3,000)
  - Day Camp - $13,500
  - Overall Potential Increased Revenue per Fiscal Year - $38,000

Questions?



Ralph Wright

Parks and Recreation Director

Exhibit D

Citywide Forensic Investigation: Consultant Interviews

Marsh Minick

Firm: [redacted] Brandy Marsh - Melissa Minick

Evaluator: Evaluator 1

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	4/5 months Can go back in time at least 12yrs.	5
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Basic info Rick exmination	5
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Export of the system Surprise cash counts Volume Potential fraud [redacted]	4
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Managing the money Make sure its being followed Focus on those areas	4
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Clients- Gavernment Expenditure Cash being recived and accounted	4

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation:
Consultant Interviews

Firm: Forvis

Evaluator: Evaluator 1

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	They have alot of things they have done	4
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Trending, get down to the details, cash + ledgers R things being wrote down	4
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Data avaible, general ledger side, Is it a timing problem (trending) Crunch status Relationships	4
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Control - Does City have procedures and policies, is the city following there own rules. Gaps	4
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Operational view City's assets Depth that they bring.	4

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Firm: BDO

Evaluator: Evaluator 2

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	Takes a couple of years Build Controls (force)	4
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?		4
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?		4
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	what's the process	4
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?		4

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Firm: BDO

Evaluator: Evaluator 2

too much talking!

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	GAVE AN EXAMPLE IN PRESENTATION IT WAS OK.; FOCUSED ON LIMITATIONS	3
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	too much fluff, to much talking — needed them to get to it ...; HORIZONTAL yr to yr. VERTICAL — LINE ITEMS, TYPICAL ANNUAL AUDITS DO NOT LOOK FOR FRAUD.	3
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	WHAT CONTROLS IN PLACE? HOW IS CASH COMING IN, WHO HANDLES, HOW TO GET TO LEDGER	3
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	1ST UNDERSTAND CONTROLS, DUTIES & ASPECTS TO LEDGER, 2ND POTENTIAL RISKS, LEAKS, TESTING	3
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	(1). HAVE THE QUALIFICATIONS AS AN ORGANIZATION ALL ASPECTS. (2).	3

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Firm: Forvis

Evaluator: Evaluator Z

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	Worked for County & Investigated. Found mis-management NOT Fraud.	3
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Reporting / Students the end of report. Are all Cash Receipts, All students being recorded got to permit, Follow Cash - Look @ Legal Activity.	3
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Deep dive Follow Cash flo, look @ All levels	3
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Controls & process. IF NOT BEING Followed then what is Being DONE? IDENTIFY GAPS, PATTERNS THAT CREATE RED FLAGS, IF SO... Deeper DIVE	3
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	① operational view, look @ Liquid Assets, FULL ACCRUAL Accounting. ② Treasury Functions - DEPTH OF AUDIT IS A Firms strength.	3

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Firm: MARSH & MINICK

Evaluator: Evaluator 2

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	Pontiac Michigan – problems w/ mayor using money for non-profit, & other improprieties. Still uses helping Mayor w/ not good practices. – How far back 2 yrs span.	3
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Look at annual audit as basic info to start. If there some identified areas by basic audit ... IF NOT ? probably not needed	3
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Look @ cash flows, volumes, internal forms, records then analyze this info. Look @ receipts & etc. make sure they match ledgers	3
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	treasury functions – look @ controls ; make sure they are being followed ... Any risk ... then go further., treasury not reports all	3
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Their clients are all government agencies, typically lots of records ; can match w/ ledgers.	3

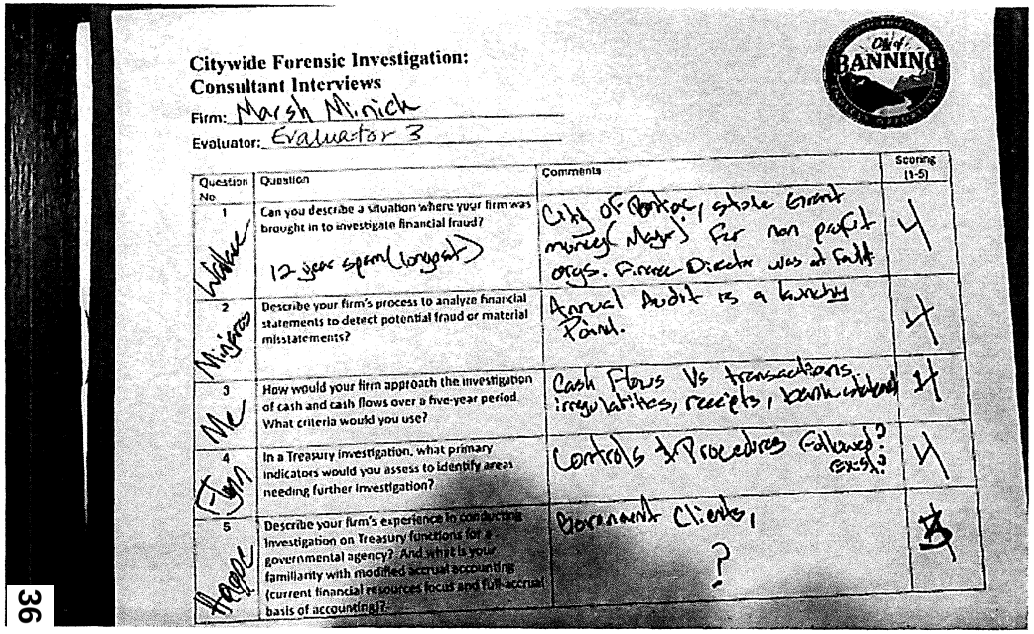
Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation:
Consultant Interviews

Firm: Forvis

Evaluator: Evaluator 3

Question No.	Question	Comments	Scoring (1-5)
1 Wallace	Can you describe a situation where your firm was brought in to investigate financial fraud?	County Case in progress	4
2 Morgan	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	understand the main goal of what the city is looking for	4
3 Me	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Matching cash to bank & ledgers.	4
4 Flynn	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Looking at controls, is process being followed.	4
5 Hoppe	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Operational vs Financial Reporting. experience with government entities constantly	4

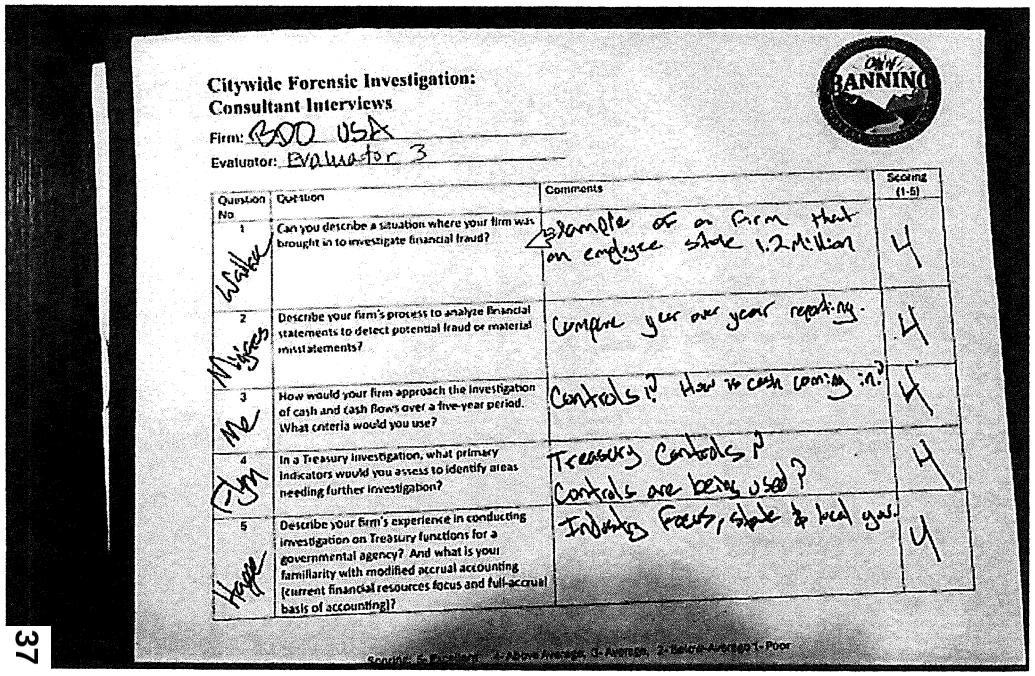


Citywide Forensic Investigation:
Consultant Interviews

Firm: Marsh Minick

Evaluator: Evaluator 3

Question No	Question	Comments	Scoring (1-5)
1 (Walker)	Can you describe a situation where your firm was brought in to investigate financial fraud? 12 year span (longest)	City of Banning, state Grant money (Mayor) for non profit orgs. Former Director was at fault	4
2 (Mujica)	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Annual Audit is a touchy Point.	4
3 (Me)	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Cash Flows Vs transactions, irregularities, receipts, bank statements	4
4 (Jun)	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Controls & Procedures followed? exist?	4
5 (Hope)	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Government Clients, ?	3



Citywide Forensic Investigation:
Consultant Interviews

Firm: BDO USA

Evaluator: Evaluator 3

Question No	Question	Comments	Scoring (1-5)
1 Walker	Can you describe a situation where your firm was brought in to investigate financial fraud?	Example of an firm that an employee stole 1.2 Million	4
2 Myers	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Compare year over year reporting.	4
3 Me	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Controls? How to cash coming in?	4
4 Tom	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Treasury Controls? Controls are being used?	4
5 Hope	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Industry Focus, State & local gov.	4

Scoring: 5- Excellent, 4- Above Average, 3- Average, 2- Below Average, 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Firm: Forvis

Evaluator: Evaluator 4

Month Same

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	?	1
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Same as G#T	1
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Not clear	1
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	would work w City to correct and deficiencies and mit manage not (same)	1
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	(Large Firm - "Corporate" CAA ?	1

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation:
Consultant Interviews

Firm: Marsh + Minnick

Evaluator: Evaluator 4

– Melissa – Portland Oregon (Best one)

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	Awesome – Risk based exam is superior will do a fair + reasonable review!	5
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Can go back > 5 years	5
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Cash receipts – cash accounts	5
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Controls + Procedures being followed Timely Reconciliations Balances not matching	5
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	not mandatory reporters Facts not rumor or innuendo {most of community top priority}	5

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Firm: B.D.O

Evaluator: Evaluator 4

No Powerpoint

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	Not prepared Really Bad Presentation	1
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?		1
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?		1
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?		1
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?		1

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Presentation 4.5

Firm: Forvis 87.67 Rand Gambrel

Evaluator: Evaluator 5

~~20.625~~

~~20.83~~

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?		4
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Its about the cash	4
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Relationships that doesn't make sence Employee V Vendor	4
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Process / policy	4
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Operational ' liquid v full-accrual Depth of Forvis	5 (21)

Embezzlement
Proper authorities
DIT

End game law or civil
Client yes outside

4
4
4

Touch Points in the process tighten

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Presentation 4.5

Firm: Minick (Melissa Minick) ~~Brandy Margo~~

Evaluator: Evaluators

~~20.3~~ 20.5

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?		4
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	looks at annual auditor evedence not opinion	4
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Transaction + Flow Receipt + Bal	4
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Controls in thier procedures check reporting	4
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Typical - Govr supporting docs	4
	Embezelment	Reasonable person test evedence based. Interviews	4
	ROI	Report to client	4

20

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Citywide Forensic Investigation: Consultant Interviews

Presentation 4

Firm: BDO 89.5 5/4 / ~~Bo~~ Cook

Evaluator: Evaluator 5

17.8125

Partner in trust/confidence

Question No.	Question	Comments	Scoring (1-5)
1	Can you describe a situation where your firm was brought in to investigate financial fraud?	Nothing is obvious -1	~~4~~ 3
2	Describe your firm's process to analyze financial statements to detect potential fraud or material misstatements?	Yoy line items, recievables	4
3	How would your firm approach the investigation of cash and cash flows over a five-year period. What criteria would you use?	Controls 1st then testing - fisicly	4
4	In a Treasury investigation, what primary indicators would you assess to identify areas needing further investigation?	Process / segrigation of duties	4
5	Describe your firm's experience in conducting investigation on Treasury functions for a governmental agency? And what is your familiarity with modified accrual accounting (current financial resources focus and full-accrual basis of accounting)?	Fraud investigation, u	4.5

19.5

Embezzlement — Report to client — 4

Reporting — evolves over time - gu — 4

DOT — [illegible] protection Accts — 4.5

Scoring: 5- Excellent 4- Above Average, 3- Average, 2- Below-Average 1- Poor

Exhibit E

Fw: San G overpass Beautificatio

Caroline Patton <cpatton@banningca.gov>
Tue 3/26/2024 9:10 AM
To:cityclerks <cityclerks@banningca.gov>

7 attachments (11 MB)
Page 1.pdf; Page 2.pdf; Page 3.pdf; Page 4.pdf; Page 5.pdf; Page 6.pdf; Page 7.pdf;

From: fburgess burgessrelocation.com <fburgess@burgessrelocation.com>
Sent: Saturday, March 23, 2024 10:10 AM
To: Marie Calderon <mac@banningca.gov>; Caroline Patton <cpatton@banningca.gov>
Subject: Fw: San G overpass Beautificatio

THIS IS A REQUEST THAT YOUR OFFICE FORWARD THIS E-M AND ALL OF THE ATTACHMEETS TO THE CITY COUNCIL FOR THE MEETING OF
MARCH 26. 2024.

This is in reference to agent item, 9 Discussion Items, with reference to Item 9.2. I wish to explain that in 2017 these planned where drafted by
Mr. Joe Wertheimer, Sculpture & Conceptual Design on my behalf. The hold Intend was to have a committee put together and if one
these work that find and it something else came out of it that would be find as well. It was to be a starting point for the over pass.
I paid Mr. Wertheimer to do this at a price of $3500.00. The point here is that it did not cost $20,000.00 TO $30,000.00 which was in
your Council meeting OF FEB.27, 2024 under Item 9 Discusstion Item, 9.1 If you will recall it was to hire a Consultant firm, While I
realize there will be more cost than the $3500.00 it should not cost any $20,000.00 to $30,000.00. The overall cost depending what
the final plans turn out to be. The City Council must have a final approval set of plans before going to CAL/Trans.

I would hope that the Council would Consider setting up a committee of the community, A member from Chamber of commerce. Planning Dept,
Council Member, One or two of the Clubs, The Gilman Ranch Hand and another that you think of. Let the citizen of Banning be a part of this project.

The talk of a Grant is okay but let this be A community project for a change. Use your Grant funds for the Youth of our Community.

Frank J. Burgess
P.O.BOX 54
Banning, Ca. 92220

Board of Directory

Onoalyse Lyons
President

Laura Leindecker
Vice President

Steve Walthers
Treasurer

Reake Davis
Secretary

Ron Duncan
Board Member

Michael O'Neil
Board Member

Juan De La Fuente
Board Member

Robin Calder
Board Member

Bill Dickson
Board Member

Carol Taylor
Office Manager

Banning,
San Gorgonio Pass Area
Chamber of Commerce

January 2018

To Whom It May Concern:

The Banning Chamber of Commerce recognizes the importance of promoting the City of Banning and its' image with artistic displays, such as Mr. Burgess freeway overpass renderings. Signage beautification often adds to a community, and can often add to a community's local economy – as eye catching imagery can be an asset as people on the freeway will see these signs and say, "okay, we are in ie. Banning" – let's stop and see what's in Banning!

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

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

Sincerely,

Onoalyse Lyons

Board President

Banning, San Gorgonio Pass Area Chamber of Commerce
60 E. Ramsey St., Banning, CA 92220
P: (951) 849-4695 Fax: (951) 849-5395
banfo@verizon.net

BANNING, CA

STAGECOACH TOWN USA

ESTABLISHED 1913



Print | Close Window

Subject: banning stagecoach usa
From: "Jerry Andre" <jandre@xycorpinc.com>
Date: Tue, Jul 25, 2017 4:53 am
To: <lburgess@burgessrelocation.com>

Frank,

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

Let me know if you need more info.

Plan A over pass signage $8824.84 per sign.

Plan B over pass signage $6376.58 per sign

Plan C over pass signage $6376.58 per sign

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

Thanks,

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

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

www.xycorpinc.com www.epsproducts.com

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CONCEPTUAL DESIGNS

FOR THE CITY OF BANNING

RAMSEY STREET ENTRY

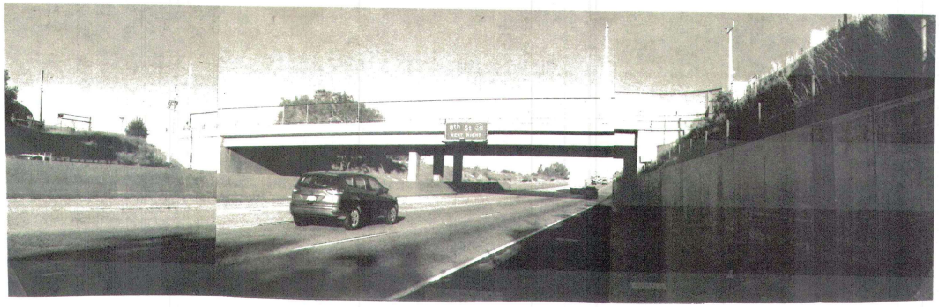
BUS STOPS

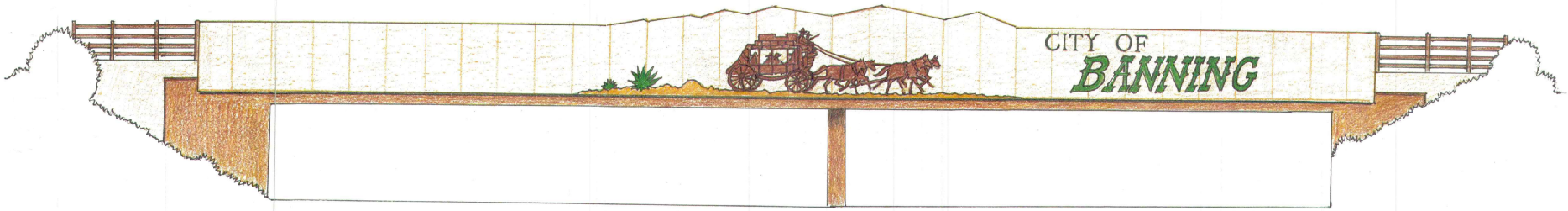
SAN GORGONIO OVERPASS

joe wertheimer
Sculpture & Conceptual Design

www.joewertheimer.com
wdconceptual@gmail.com
760.320.0051

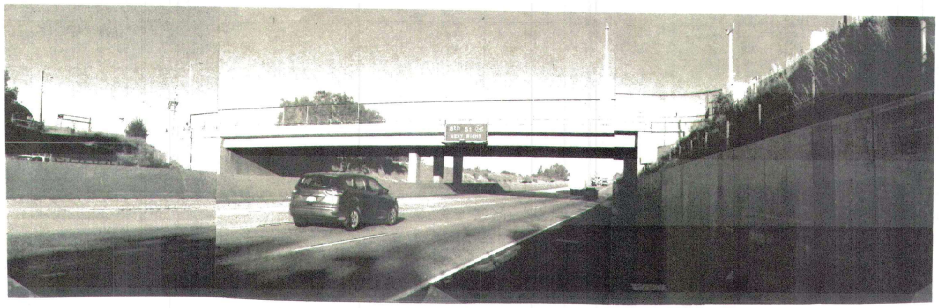
SAN GORGONIO OVERPASS

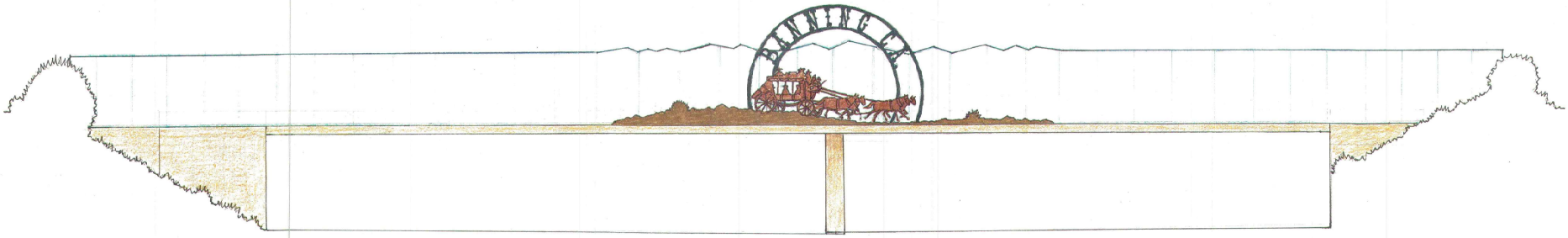




PLAN A

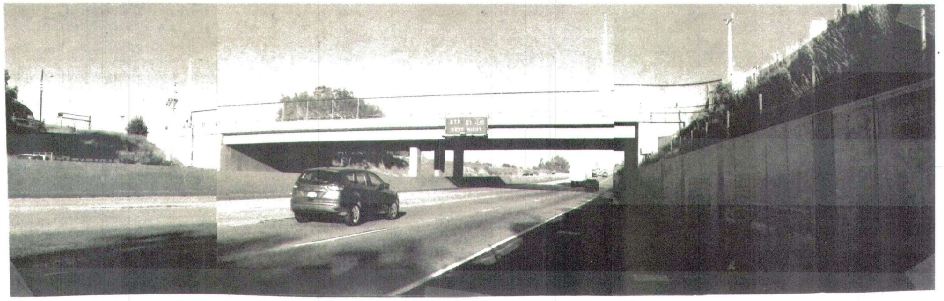
SAN GORGONIO OVERPASS

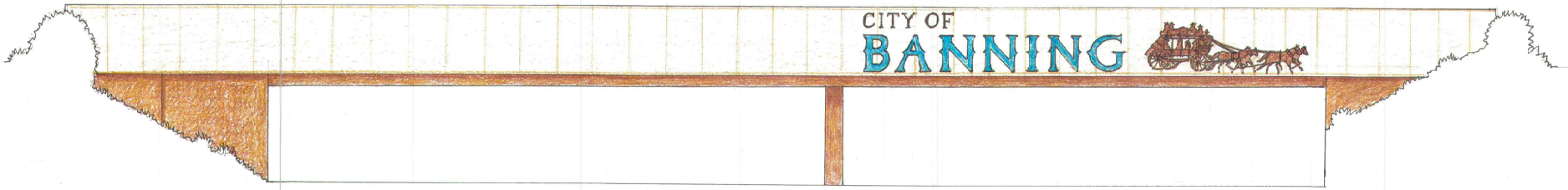




PLAN B

SAN GORGONIO OVERPASS





PLAN C

RAMSEY STREET ENTRY

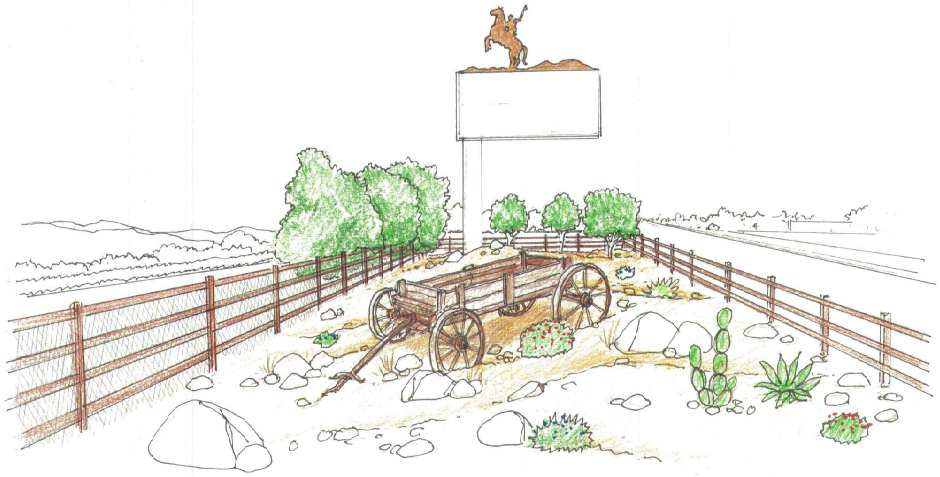
WITH DIGITAL SIGN LOCATION



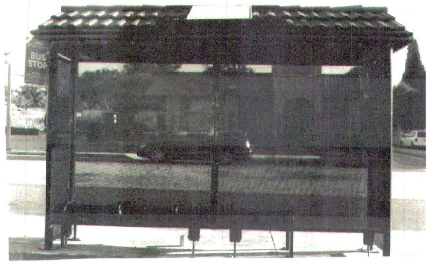




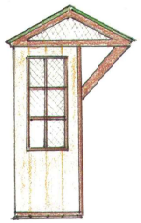
PLAN VIEW

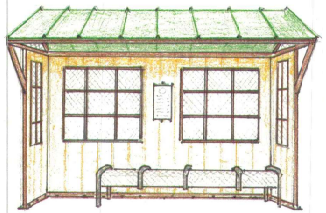




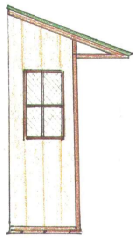


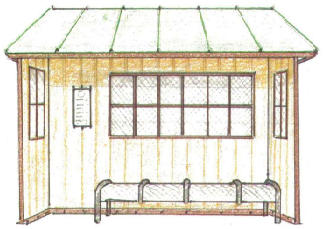






PLAN A

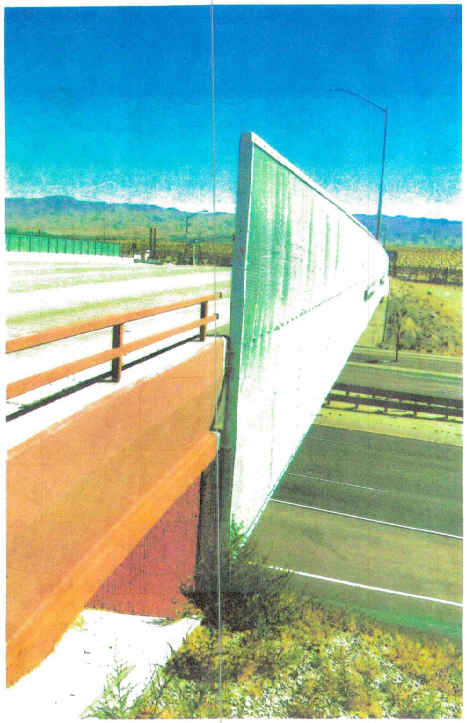




PLAN B

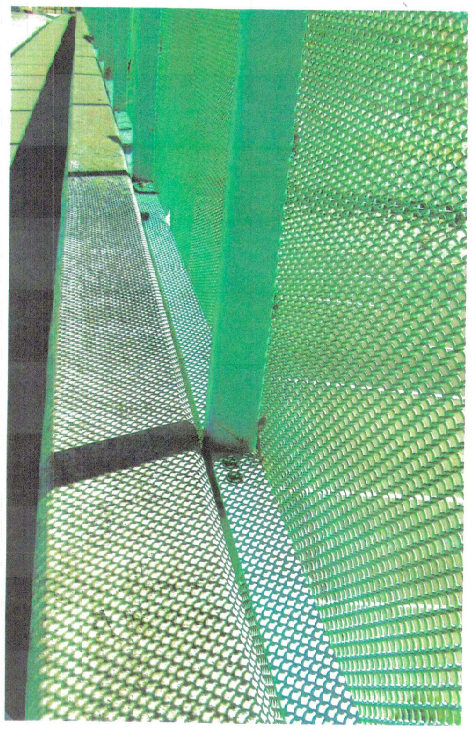
NOTE: BUS STOPS SHOULD BE MADE THE SAME AS A METAL BARN

BUS STOP DESIGNS





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



BANNING CALIFORNIA



SAN GORGONIO AVENUE OVERPASS
CITY IDENTIFIER

BANNING CALIFORNIA

CITY IDENTIFIERS



- Benefits:
  - Branding opportunity
  - Recognition
  - Positive Image

BANNING
CALIFORNIA



BANNING
CALIFORNIA





COST AND FUNDING

- Cost Range
  - $500,000 - $1,500,000
- Possible funding sources:
  - Grants
    - Clean California
    - Reconnecting Communities/Neighborhoods
    - ATP (Downtown Revitalization)
  - Infrastructure Finance District
  - Local Funds

OPTIONS

- Option #1: Do nothing
- Option #2: Research grants and apply when grants are available.
- Option #3: Procure architectural services, develop renderings and cost estimates ($20,000-$30,000).

Discussion and Direction

Thank you!

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Ralph Wright, Parks and Recreation Director**

MEETING DATE: **April 9, 2024**

SUBJECT: **Second Reading and Adoption of Ordinance 1602, Amending Section 3.36.020 (Definition) and Table C (Parks and Recreation 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 (Finance and Revenue) of the Banning Municipal Code to define Direct Variable Program Costs and amend the cost recovery percentage of certain Parks and Recreation Program areas; and making a Determination of Exemption from the California Environmental Quality Act**

RECOMMENDATION:

Conduct the second reading of and adopt Ordinance 1602.

BACKGROUND:

At the March 26, 2024 City Council Meeting, the City Council waived the full reading and introduced Ordinance 1602 as read by title only. Ordinance 1602 is presented for the second reading and adoption. Since introduction and first reading, staff have made minor clerical, non-substantive revisions to Table 2 in Section 3 of Ordinance 1602 that clarify which fees and charges will remain subject to a percentage of costs reasonably borne to be recovered and which fees and charges staff proposes should be subject to percentage of direct variable program costs. These minor clerical, non-substantive revisions do not require re-introduction of Ordinance 1602 by the City Council.

The Cost Recovery Subcommittee of the Parks and Recreation Commission and Parks and Recreation Commission as a whole have been reviewing the Parks and Recreation Program fees and recommended changes to the cost recovery methodology associated with Parks and Recreation Department program fees. The methodology was previously based on a percentage of the full costs borne for program that involved all department costs including both indirect and direct costs. The Commission after evaluating the program costs deemed using the Direct Variable Program Cost model beneficial as the calculation results in a similar fee calculation with the previous cost recovery methodology but using the direct variable program costs is more efficient in reviewing and calculating those costs as compared to using all direct and indirect department costs . This proposed change required a modification of the Banning Municipal Code to add the definition of "Direct Variable program Costs and the goal of 100% Direct Variable Program Cost recovery for certain Parks and Recreation programs areas.

Ordinance 1602 amends Chapter 3.36.020 by adding the definition of "Direct Variable Program Costs" and recommends modifying Cost Recovery Table C in Section 3.36.080(Schedule of Fees and Service charges) for Parks and Recreation Services to reflect a cost recovery goal of 100% of the direct variable program costs for Number S-57(swimming Pool Operations; S-58(Swim Lessons); S-60 - (Youth Sports

Leagues) and S-69 - (Day Camp Programs)

The Parks and Recreation fees were last modified as part of a City-wide Fee study adopted in 2019. Program fees will no longer be included in the City-wide Cost of service studies and will instead be reviewed annually by the Parks and Recreation Commission and as appropriate, recommend changes to the City Council for adoption to reach the goal of covering 100% of the direct variable program costs at a minimum.

Because fees have not been adjusted since the 2019 Master Fee Study was adopted, the existing fees were significantly below the cost recovery goal of 100% of the Direct Variable program Costs. The Parks and Recreation Commission felt that adjusting the fees for all program areas to the 100% cost recovery at this time would be too significant a burden for the participants and initially proposed fees below the 100% cost recovery threshold for some program areas and anticipates adjusting the fees annually as appropriate based on the goal to reach the direct variable program costs within the next two to three years. Additionally, the Parks and Recreation Department will be instituting soliciting sponsorships a support programs to assist in the cost recovery model and mitigate the hardship on the participants in the community.

At the March 26, 2024 City Council Meeting, the Banning City Council adopted Resolution 2024-52 modifying certain Parks and Recreation Program Fees for the following program areas: 1) Youth Sports; 2) Open Recreation Swim; 3) Swim Lessons; and 4) Day Camps

A Public Hearing Notice for and Summary of Ordinance 1602, and the proposed fee adjustments, were published in the Record Gazette on March 15, 2024 and again on March 22, 2024.

JUSTIFICATION:

Ordinance 1602 modifies the cost recovery methodology calculation used for certain Parks and Recreation Program Fees and allows the department to more efficiently review the direct variable program costs on an annual basis and recommend setting fees that align with the cost recovery goal.

It is anticipated that as the Parks and Recreation Commission formulates and completes a full Department Pricing Policy, there may be future recommended modifications to specific program area cost recovery goals n the Municipal Code Chapter.

FISCAL IMPACT:

The recommended amendments in Ordinance 1602 do not present a fiscal impact to the Department's budget itself. As future review and recommended adjustments to specific program area fees to reach the adopted cost recovery goal, the revenue generated from program areas will more directly align with the direct program expenditures.

ALTERNATIVES:

1. Conduct second reading of Ordinance 1602, and adopt, as recommended;
2. Conduct second reading of Ordinance 1602, with minor clerical revisions only, with modifications;
3. Provide alternative direction to staff.

ATTACHMENTS:

1. Public Notice Summary - Ordinance 1602.docx
2. 2024 03 26_Proof of Publication - Ord 1602.pdf
3. Ordinance 1602, Parks and Recreation Fees.docx

City of Banning

Public Notice and Summary of Ordinance 1602

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning will consider the adoption of the proposed Ordinance 1602 on Tuesday, March 26, 2024, at 5:00 p.m., or soon thereafter, in the Banning Council Chambers, 99 E. Ramsey Street, Banning, California.

SUMMARY OF ORDINANCE 1602

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTIONS 3.36.020 AND 3,36,080 (C) OF CHAPTER 3.86 (FEE AND SERVICE CHARGE REVENUE) OF TITLE 3 (REVENUE AND FINANCE) OF THE BANNING MUNICIPAL CODE TO ADD A DEFINITION OF DIRECT VARIABLE COSTS, AMEND THE COST RECOVERY PERCENTAGE OF CERTAIN PARKS AND RECREATION PROGRAM FEES, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

This is a summary of the above-entitled Ordinance 1602. This summary has been prepared and published in accordance with the requirements of Government Code Section 36933.

On March 26, 2024, City Staff will recommend that the City Council of the City of Banning Introduce and conduct the first reading of Ordinance 1602 modifying Chapter 3.36 (Fee and Service Charge Revenue/Cost Comparison) of Title 3 (Revenue and Finance).

Ordinance 1602 recommends amending Chapter 3.36.020 by Adding the definition of "Direct Variable Program Costs" as follows:

> "Direct Variable Program Costs" means all applicable direct variable costs that would be eliminated if a program did not operate, including to but not limited to salaries, wages, fringe benefits, program specific supplies for program operation and maintenance, officials and other direct expenses incurred.

Ordinance 1602 also recommends amending the Cost Recovery Table C in Section 3.36.080 (Schedule of fees and service charges) for Parks and Recreation Services to reflect a goal of 100% cost recovery of Direct Variable Program Costs for Number S-57(Swimming Pool Public Oper; S-58 (Swim Lessons); S-60-Youth Sports League Operations and S-69 – Day Camps

To observe the meeting, members of the public are invited to attend the Banning City Council meeting in person or 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.

Submitted by:

_____

Caroline Patton, Deputy City Clerk
City of Banning, California
Dated: March 11, 2024
Publish Date: March X, 2024 and **March X, 2024**

Record Gazette
218 N Murray St.

Proof of Publication

(2015.5 C.C.P.)

SUMMARY OF ORD 1602

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:

March 15, 22, 2024

Executed on: 03/22/2024

At Banning ,CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kelly Matthews
Signature

CITY OF BANNING
Notice of Public Hearing for Proposed Amendments to the City of Banning Master User Fee Schedule and Summary of Ordinance 1602
NOTICE IS HEREBY GIVEN of a public hearing before the City of Banning City Council to be held on Tuesday, March 26, 2024, at 5:00 p.m., or soon thereafter, in the Council Chambers, City Hall, 99 E. Ramsey Street, Banning, California to consider the adoption of proposed amendments to the City of Banning Master User Fee Schedule for the following department and fee group: Community Services Department, and the adoption of proposed Ordinance 1602: AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTION 3.36.020 (DEFINITION) AND TABLE C (PARKS AND RECREATION 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 DEFINE DIRECT VARIABLE COSTS AND AMEND THE COST RECOVERY PERCENTAGE OF CERTAIN PARKS AND RECREATION PROGRAM FEES, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT. Summary of Ordinance 1602: This is a summary of the above-entitled Ordinance 1602. This summary has been prepared and published in accordance with the requirements of Government Code Section 36933. On March 26, 2024, City Staff will recommend that the City Council of the City of Banning introduce and conduct first reading of Ordinance 1602. Ordinance 1602 proposes to amend Section 3.36.020 (Definitions) of Chapter 3.36 (Fee and Service Charge Revenue/Cost Comparison) of Title 3 (Revenue and Finance) of the Banning Municipal Code (BMC) to define the term direct variable costs to mean all applicable direct variable costs that would be eliminated if a program did not operate, including, without limitation, salaries, wages, fringe benefits, program specific supplies for program operation and maintenance, officials and other direct expenses incurred. Ordinance 1602 also proposes to amend Table C (Parks and Recreation Services) of Section 3.36.080 (Schedule of Fees and Service Charges) of Chapter 3.36 of Title 3 of the BMC to reflect a goal of 100% cost recovery of direct variable program costs for Number S-57 (Swimming Pool Public Oper.), S-58 (Swim Lessons), and S-60 (Youth Sports League Oper.), and add references to fees, charges, and cost recovery goals for day camps (new Number S-69). In addition to City staffs recommendation regarding proposed Ordinance 1602, City staff will also recommend that the City Council adopt Resolution 2024-52, approving the adoption of an amendment to the City of Banning Master User Fee Schedule for the Community Services Department and fee group to adopt new fees and charges for youth sports, day camps, swim lessons, and open recreation and lap swim. City staff has evaluated the potential environmental impacts of the adoption of the proposed Code Amendment and the adoption of the proposed amendments to the Master User Fee Schedule pursuant to the California Environmental Quality Act (CEQA). City staff has determined that these actions do not constitute a project under CEQA pursuant to CEQA Guidelines Section 15378(b)(4) because these actions involve the creation of a government funding mechanism which does not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In addition, City Staff has determined that these actions are statutorily exempt from CEQA under CEQA Guidelines Section 15273(a)(1) because these actions are establishing fees and charges to meet operating expenses, including employee wage rates and fringe benefits. Information regarding the Notice of Exemption (NOE), the proposed Code Amendment, the proposed amendments to the Master User Fee Schedule for the Community Services and fee group, and all relevant materials can be obtained by contacting the City's Community Services Department at (951) 922-3242, or by visiting the City Hall located at 99 East Ramsey Street, Banning during regular business hours. You may also go to the City of Banning website at http://www.banningca.gov. All parties interested in speaking either in support of or in opposition of this item are invited to attend the hearing, or to send their written comments to the Community Services Department, City of Banning at P.O. Box 998, Banning, California, 92220. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, that you or someone else raised at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (Cal. Gov. Code, 65009). To observe the meeting, members of the public are invited to attend the Banning City Council meeting in person or 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. Submitted by: /s/ Caroline Patton, Administrative City Clerk , City of Banning, California

ORDINANCE 1602

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTIONS 3.36.020 (DEFINITION) AND TABLE C (PARKS AND RECREATION 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 DEFINE DIRECT VARIABLE COSTS, AND AMEND THE COST RECOVERY PERCENTAGE OF CERTAIN PARKS AND RECREATION PROGRAM FEES, 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. Section 3.36.020 ("Definitions") of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby amended to add a definition for "Direct Variable Program Costs" in alphabetical order to read as follows:

"Direct variable program costs" mean all applicable direct variable costs that would be eliminated if a program did not operate, including, without limitation, salaries, wages, fringe benefits, program specific supplies for program operation and maintenance, officials, and other direct expenses incurred.

SECTION 3. Table C ("Parks and Recreation Services") of Section 3.36.080 ("Schedule of Fees and Service charges of Chapter 3.36 ("Fee and Service Charge Revenue/Cost Comparison") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby amended as follows:

C. Parks and Recreation Services:

	Regulation, Product or Service	Percentage of Costs Reasonably Borne to be Recovered or Direct Variable Program Costs	Review Schedule
Number	Service Center		
S-57	Swim pool public oper.	~~25%~~100 % of direct variable program costs	Annual
S-58	Swimming lessons	~~50%~~100 % of Direct Variable Program Costs	Annual

S-59	Swim pool rental	50% Costs Reasonably Borne to be Recovered	Annual
S-60	Youth sports league oper.	~~25%~~100 % of direct variable program costs	Seasonal
S-61	Adult sports league oper.	50% Costs Reasonably Borne to be Recovered	Annual
S-62	Community center maint. & operation	50% Costs Reasonably Borne to be Recovered	Annual
S-63	Youth recreation classes	25% Costs Reasonably Borne to be Recovered	Seasonal
S-64	Adult recreation classes	75% Costs Reasonably Borne to be Recovered	Seasonal
S-65	Senior citizen program	10% Costs Reasonably Borne to be Recovered	Annual
S-66	Park facility maint. and operation	100% Costs Reasonably Borne to be Recovered	Annual
S-67	Stagecoach days community celebration	0% Costs Reasonably Borne to be Recovered	Annual
S-68	Noncity ballfield use	50% Costs Reasonably Borne to be Recovered	Annual
S-69	Day camp(s)	100 % of direct variable program costs	Annual

SECTION 4. 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 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 9th day of April 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 26th day of March 2024, and was duly adopted at a regular meeting of said City Council on the 9th day of April 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** **Douglas Schulze, City Manager**
MEETING DATE:	**April 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-53, Authorizing the City Manager to Enter into a 2-Year Lease Agreement with Carlos Trejo through Haskell Real Estate for Homeless Transitional Housing Located at 467 E. Hoffer Street**

RECOMMENDATION:

Adopt Resolution 2024-53.

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 sublease 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. The City Council adopted Resolution 2024-42 authorizing a lease agreement for the second unit to replace one of the two previously approved, but no longer available. Adoption of Resolution 2024-53 is for the third unit and will not increase the total number of lease agreements originally approved by Resolution 2024-11, but simply replaces one of the three units previously approved.

The property to be leased is:

- 467 E Hoffer Street

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. Resolution 2024-42 and this Resolution replace the two previously approved units.

FISCAL IMPACT:

Rent costs will be approximately $22,800 annually and will be fully funded through grant proceeds.

ALTERNATIVES:

1. Adopt Resolution 2024-53.
2. Do not authorize City Manager to enter into lease agreements.

ATTACHMENTS:

1. Resolution 2024-53, Transitional Lease Agreement.docx
2. 467_Hoffer_Lease_Agreement.pdf
3. Transitional Housing Sober Living Agreement.pdf
4. Resolution 2024-41, Lease Agreement.docx
5. Resolution_2024-11__Lease_Agreements.pdf

RESOLUTION 2024-53

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 Carlos Trejo, 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 467 E Hoffer Street 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 9th day of April 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-53, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of April 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Lease Agreement

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

(C.A.R. Form RLMM, Revised 12/23)

Date 04/01/2024, City of Banning, California ("Tenant") and Carlos Trejo Rental Property Owner ("RPO"), Authorized Broker or Agent, or Property Manager ("Housing Provider"), agree as follows ("Agreement"):

1. **PROPERTY:**
   A. Housing Provider rents to Tenant and Tenant rents from Housing Provider, the real property and improvements described as: 467 E. Hoffer Street, Banning California 92220 ("Premises").
   B. The Premises are for the sole use as a personal residence by the following named person(s) only: Master Lease.
   Any person in the Premises, other than those listed in this paragraph are considered guests. Guests are not permitted to stay more than 14 (or ☐ N/A) **days** without Housing Provider's written consent.
   C. The following personal property, maintained pursuant to **paragraph 11**, is included: N/A N/A or ☐ (if checked) the personal property on the attached addendum is included.
   D. The Premises may be subject to a local rent or eviction control ordinance, or both.
2. **TERM:** The term begins on (date) 04/01/2024 ("Commencement Date"). If Tenant has not paid all amounts then due; **(i)** Tenant has no right to possession or keys to the premises and; **(ii)** this Agreement is voidable at the option of Housing Provider, 2 calendar days after giving Tenant a Notice to Pay (C.A.R. Form PPN). Notice may be delivered to Tenant **(i)** in person; **(ii)** by mail to Tenant's last known address; or **(iii)** by email, if provided in Tenant's application or previously used by Tenant to communicate with Housing Provider or it's agent. If Housing Provider elects to void the lease, Housing Provider shall refund to Tenant all rent and security deposit paid.
   (Check A or B):
   ☐ A. **Month-to-Month:** This Agreement continues from the commencement date as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Tenant shall be responsible for paying rent through the termination date even if moving out early. Housing Provider may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
   ☒ B. **Lease:** This Agreement shall terminate on (date) 04/01/2026 at 11:59 ☐ AM/ ☒ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: **(i)** Housing Provider and Tenant have extended this Agreement in writing or signed a new agreement; **(ii)** mandated by any rent increase cap or just cause eviction control under any state or local law; or **(iii)** Housing Provider accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in **paragraph 2A**. Rent shall be at a rate agreed to by Housing Provider and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Housing Provider under the terms of the Agreement, except security deposit.
   A. Tenant agrees to pay $ 1900.00 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 Carlos Trejo, ☐ wire/electronic payment to _____, or ☐ other _____. Payment via electronic apps such as PayPal or Venmo will not (☐ will) be accepted.
   (2) Rent shall be delivered to (name) _____ (whose phone number is) _____ at (address) _____ (or at any other location subsequently specified by Housing Provider in writing to Tenant) (and ☐ if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____).
   (3) If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: **(i)** Housing Provider may, in writing, require Tenant to pay Rent in cash for three months and **(ii)** all future Rent shall be paid by ☐ money order, or ☐ cashier's check.
   E. Rent payments received by Housing Provider shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
   A. Tenant agrees to pay $ 1900.00 as a security deposit. Security deposit will be ☐ transferred to and held by the Owner of the Premises, or ☒ held in Owner's Broker's trust account.
   B. All or any portion of the security deposit may be used, as reasonably necessary, to: **(i)** cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); **(ii)** repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest, invitee or licensee of Tenant; **(iii)** clean Premises, if necessary, upon termination of the tenancy; and **(iv)** replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Housing Provider shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
   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.**

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

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D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, **and** Broker's authority is terminated before expiration of this Agreement, **and** security deposit is released to someone other than Tenant, **then** Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, or ☐ wire/electronic payment.

Category	Total Due	Payment Received	Balance Due	Due Date	Payable To
Rent from 04/01/2024 to 04/01/2026 (date)	45,600.00				
*Security Deposit	1,900.00				
Other					
Other					
Total	47,500.00				

* The maximum amount of security deposit, however designated, cannot exceed two months' Rent for an unfurnished premises, or three months' Rent for a furnished premises, in addition to any rent for the first month paid on or before initial occupancy. This limitation does not prohibit the payment of "advance rent" of not less than six months' rent if the term of the lease is six months or longer.

6. **LATE CHARGE; RETURNED CHECKS:**

A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Housing Provider to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Housing Provider. If any installment of Rent due from Tenant is not received by Housing Provider within **5 (or** ☐ N/A **) calendar days** after the date due, or if a check is returned, Tenant shall pay to Housing Provider, respectively, an additional sum of $ N/A or N/A % of the Rent due as a Late Charge and $25.00 as a NSF fee for the first returned check and $35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

B. Housing Provider and Tenant agree that these charges represent a fair and reasonable estimate of the costs Housing Provider may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Housing Provider's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Housing Provider's right to collect a Late Charge or NSF fee shall neither be deemed an extension of the date Rent is due under **paragraph 3** nor prevent Housing Provider from exercising any other rights and remedies under this Agreement and as provided by law.

7. **PARKING: (Check A or B)**

☐ A. Parking is permitted as follows: N/A

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: N/A

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: _____ except Lawn Care Services, which shall be paid for by Housing Provider, or ☐ as agreed on a separate addendum. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Housing Provider. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Housing Provider is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

☐ A. **Water Submeters:** Water use on the Premises is measured by a submeter and Tenant will be separately billed for water usage based on the submeter. See attached Water Submeter Addendum (C.A.R. Form WSM) for additional terms.

☐ B. **Gas Meter:** The Premises does not have a separate gas meter.

☐ C. **Electric Meter:** The Premises does not have a separate electrical meter.

10. **CONDITION OF PREMISES:** Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke alarm(s) and carbon monoxide detector(s).

(Check all that apply:)

☒ A. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MII).

☒ B. **(i)** Housing Provider will Deliver to Tenant a statement of condition (C.A.R. Form MII) ☐ within **3 days** after execution of this Agreement; ☐ prior to the Commencement Date; ☐ within **3 days** after the Commencement Date. **(ii)** Tenant shall complete and return the MII to Housing Provider within **3 (or** ☐ ____**) days** after Delivery. Tenant's failure to return the MII within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MII.

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

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☐ C. Tenant will provide Housing Provider a list of items that are damaged or not in operable condition within 3 (or ☒ 15) **days** after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgment of the condition of the Premises.

☐ D. Other: _____.

11. MAINTENANCE USE AND REPORTING:

A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide detector(s) and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for any additional phone lines beyond the one line and jack that Housing Provider shall provide and maintain. Tenant shall replace any burned out or malfunctioning light bulbs. Tenant shall immediately notify Housing Provider, in writing, of any problem, malfunction or damage with any item including carbon monoxide detector(s) and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. ☐ Housing Provider ☐ Tenant ☐ HOA shall water the garden, landscaping, trees and shrubs, except: N/A.

C. ☐ Housing Provider ☐ Tenant ☐ HOA shall maintain the garden, landscaping, trees and shrubs, except: N/A.

D. ☐ Housing Provider ☐ Tenant shall maintain N/A.

E. Housing Provider and Tenant agree that State or local water use restrictions shall supersede any obligation of Housing Provider or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to **paragraphs 11B, 11C**, and **11D**.

F. Tenant's failure to maintain any item for which Tenant is responsible shall give Housing Provider the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

G. PERIODIC PEST CONTROL: ☒ Housing Provider ☐ Tenant shall pay for periodic pest control by the following service provider: _____. This obligation shall only be applicable if the Premises is a house and the periodic pest control treatment is being provided at the execution of this Agreement. The current cost of such treatment is: $ _____ per _____.

H. The following items of personal property are included in the Premises without warranty and Housing Provider will not maintain, repair or replace them: N/A.

I. Tenant understands that if Premises is located in a Common Interest Development, Housing Provider may not have authority or control over certain parts of the Premises such as roof, electrical, gas or plumbing features inside certain walls, and common areas such as landscaping, shared parking structure or garage.

J. Tenant shall not use the premises to plant, grow, cultivate or sell marijuana.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy himself or herself as to neighborhood or area conditions, including, but not limited to, schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. ANIMALS: Unless otherwise provided in California Civil Code § 54.2, or other law, no animal shall be kept on or about the Premises without Housing Provider's prior written consent, ☐ except as agreed to in the attached Animals Terms and Conditions Addendum (C.A.R. Form ATCA).

14. SMOKING:

A. **(i)** Tenant is responsible for all damage caused by smoking including, but not limited to stains, burns, odors and removal of debris; **(ii)** Tenant acknowledges that in order to remove odor caused by smoking, Housing Provider may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced or repainted. Such actions and other necessary steps will impact the return of any security deposit.

B. The Premises or common areas may be subject to a local non-smoking ordinance.

C. NO SMOKING of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, **(i)** Tenant is in material breach of this Agreement; **(ii)** Tenant, guests, and all others may be required to leave the Premises. ☐ Smoking of the following substances only is allowed: NO SMOKING INSIDE THE RESIDENCE

15. RULES/REGULATIONS:

A. Tenant agrees to comply with all Housing Provider rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests, invitees and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, under federal, state or local law including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.

B. **(If applicable, check one)**

☒ (1) Housing Provider shall provide Tenant with a copy of the rules and regulations within 3 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 N/A. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Tenant shall reimburse Housing Provider for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant, or Housing Provider shall have the right to deduct such amounts from the security deposit.

B. If applicable, Tenant is required to pay a fee to the HOA to gain access to certain areas within the development such as but not necessarily including or limited to the front gate, pool, and recreational facilities. If not specified in **paragraph 5**, Tenant is solely responsible for payment and satisfying any HOA requirements prior to or upon or after the Commencement Date.

C. **(Check one)**
☐ (1) Housing Provider shall provide Tenant with a copy of the HOA Rules within _____ days or _____.
OR ☐ (2) Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.

17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or **paragraph 25C**, without Housing Provider's prior written consent, **(i)** Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; **(ii)** Housing Provider shall not be responsible for the costs of alterations or repairs made by Tenant; **(iii)** Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and **(iv)** any deduction made by Tenant shall be considered unpaid Rent.

18. **KEYS; LOCKS:**
A. Tenant acknowledges receipt of (or Tenant will receive ☐ prior to the Commencement Date, or ☐ _____):

☒ _____ key(s) to Premises,	☐ _____ remote control device(s) for garage door/gate opener(s),
☐ _____ key(s) to mailbox,	☐ _____,
☐ _____ key(s) to common area(s),	☐ _____,

B. Tenant acknowledges that locks to the Premises ☐ have, ☐ have not, been re-keyed.
C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Housing Provider. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

19. **ENTRY:**
A. Tenant shall make Premises available to Housing Provider or Housing Provider's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters, or repairing dilapidation relating to the presence of mold), decorations, alterations, or improvements; or supplying necessary or agreed services; or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, contractors and others (collectively "Interested Persons"). Tenant agrees that Housing Provider, Broker and Interested Persons may take photos of the Premises.
B. Housing Provider and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows:
(1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice.
(2) If Housing Provider has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers.
(3) No written notice is required if Housing Provider and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement.
(4) No notice is required: **(i)** to enter in case of an emergency; **(ii)** if the Tenant is present and consents at the time of entry; or **(iii)** if the Tenant has abandoned or surrendered the Premises.
C. ☐ (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum (C.A.R. Form KLA).

20. **PHOTOGRAPHS AND INTERNET ADVERTISING:**
A. In order to effectively market the Premises for sale or rental it is often necessary to provide photographs, virtual tours and other media to Interested Persons. Tenant agrees that Broker may photograph or otherwise electronically capture images of the exterior and interior of the Premises ("Images") for static and/or virtual tours of the Premises by Interested Persons for use on Broker's website, the MLS, and other marketing materials and sites. Tenant acknowledges that once Images are placed on the Internet neither Broker nor Housing Provider has control over who can view such Images and what use viewers may make of the Images, or how long such Images may remain available on the Internet. Tenant is advised to store or otherwise remove from view, anything of a personal nature which Tenant would not want to appear in any Images, including but not limited to, family photos, documents, or other valuables.
B. Tenant acknowledges that prospective Interested Persons coming onto the Premises may take photographs, videos or other images of the Premises. Tenant understands that Broker does not have the ability to control or block the taking and use of Images by any such persons. Once Images are taken and/or put into electronic display on the Internet or otherwise, neither Broker nor Housing Provider has control over who views such Images nor what use viewers may make of the Images.

21. **SIGNS:** Tenant authorizes Housing Provider to place FOR SALE/LEASE signs on the Premises.

22. **ASSIGNMENT; SUBLETTING:**
A. Tenant shall not sublet all or any part of Premises, or parking or storage spaces, or assign or transfer this Agreement or any interest in it, without Housing Provider's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Housing Provider, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Housing Provider an application and credit information for Housing Provider's approval and, if approved, sign a separate written agreement with Housing Provider and Tenant. Housing Provider's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.
B. This prohibition also applies (☐ does not apply) to short term, vacation, and transient rentals such as, but not limited to, those arranged through AirBnB, VRBO, HomeAway or other short term rental services.
C. Any violation of this prohibition is a non-curable, material breach of this Agreement.

23. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.

24. **POSSESSION:**
A. (1) Tenant is not in possession of the Premises. If Housing Provider is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Housing Provider is unable to deliver possession within **5 (or** ☐ _____**) calendar days** after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Housing Provider, and shall be refunded all Rent and security deposit paid.
OR ☐ (2) Tenant is already in possession of the Premises.
B. Possession is deemed terminated when Tenant has returned all keys to the Premises to Housing Provider.

25. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
    A. Upon termination of this Agreement, Tenant shall: **(i)** give Housing Provider all copies of all keys and any opening devices to Premises, including any common areas; **(ii)** vacate and surrender Premises to Housing Provider, empty of all persons; and personal property belonging to Tenant **(iii)** vacate any/all parking and/or storage space; **(iv)** clean and deliver Premises, as specified in **paragraph C** below, to Housing Provider in the same condition as referenced in **paragraph 10**; **(v)** remove all debris; **(vi)** give written notice to Housing Provider of Tenant's forwarding address; and **(vii)** _____.
    B. All alterations/improvements made by or caused to be made by Tenant, with or without Housing Provider's consent, become the property of Housing Provider upon termination. Housing Provider may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    C. **Right to Pre-Move-Out Inspection and Repairs: (i)** After giving or receiving notice of termination of a tenancy (C.A.R. Form NTT), or before the expiration of this Agreement, Tenant has the right to request that an inspection of the Premises take place prior to termination (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. **(ii)** Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Housing Provider. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. **(iii)** Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Housing Provider prior to termination. **Paragraph 25C** does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3), or (4).
26. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by **paragraph 25**, in the event of termination by Tenant prior to completion of the original term of the Agreement or any extension, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Housing Provider may withhold any such amounts from Tenant's security deposit.
27. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Housing Provider, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
28. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Housing Provider or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If the Agreement is not terminated, Housing Provider shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Housing Provider shall have the right of termination, and no reduction in Rent shall be made.
29. **INSURANCE:**
    A. Tenant's, guest's, invitees or licensee's personal property and vehicles are not insured by Housing Provider, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. **Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage.**
    B. Tenant shall comply with any requirement imposed on Tenant by Housing Provider's insurer to avoid: **(i)** an increase in Housing Provider's insurance premium (or Tenant shall pay for the increase in premium); or **(ii)** loss of insurance.
    C. ☐ Tenant shall obtain liability insurance, in an amount not less than $_____ for injury or damage to, or upon, the Premises during the term of this agreement or any extension. The liability policy shall name Housing Provider, and Property Manager, if applicable: **(i)** as an additional interest, requiring insurer to notify such person if the policy is changed, cancelled or not renewed; and **(ii)** as an additional insured, if available from the insurer. Tenant shall provide Housing Provider a copy of the insurance policy before commencement of this Agreement, and a rider prior to renewal. Housing Provider and Tenant are advised to seek counsel from a qualified California attorney or insurance broker regarding the availability of insurance, prior to entering into this Agreement.
30. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: **(i)** Tenant obtains a valid waterbed insurance policy; **(ii)** Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and **(iii)** the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises ☐ Portable Dishwasher ☐ Portable Washing Machine.
31. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
32. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
    Housing Provider: _____ Tenant: _____
    _____ _____
    _____ _____
33. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Housing Provider or Housing Provider's agent within **3 days** after its receipt (C.A.R. Form TEC). Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

34. **REPRESENTATION**
    A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Housing Provider requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Housing Provider when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Housing Provider and Broker(s) to obtain Tenant's credit during the tenancy in connection with a modification of this Agreement. Before occupancy begins, Housing Provider may cancel this Agreement upon disapproval of the credit report(s) or upon discovering that information in Tenant's application is false. During the tenancy, Housing Provider may reject any such modification upon disapproval of the credit report(s) obtained in connection with the modification. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
    B. **HOUSING PROVIDER REPRESENTATIONS:** Housing Provider warrants that, unless otherwise specified in writing, Housing Provider is unaware of **(i)** any recorded Notices of Default affecting the Premise; **(ii)** any delinquent amounts due under any loan secured by the Premises; and **(iii)** any bankruptcy proceeding affecting the Premises.
35. **MEDIATION:**
    A. Consistent with **paragraphs B** and **C** below, Housing Provider and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
    B. The following matters are excluded from mediation: **(i)** an unlawful detainer action; **(ii)** the filing or enforcement of a mechanic's lien; and **(iii)** any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
    C. Housing Provider and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any election by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.
36. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Housing Provider and Tenant shall be entitled to reasonable attorney fees and costs collectively not to exceed $1,000 (or $_____), except as provided in paragraph 35A.
37. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
38. **DISCLOSURES:**
    A. [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. **BED BUGS:** Housing Provider has no knowledge of any infestation in the Premises by bed bugs. See attached Bed Bug Disclosure (C.A.R. Form BBD) for further information. Tenant shall report suspected bed bug infestation to Housing Provider or, if applicable, property manager and cooperate with any inspection for and treatment of bed bugs. Housing Provider will notify tenants of any units infested by bed bugs.
    C. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to § 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at **www.meganslaw.ca.gov**. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Housing Provider nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
    D. [ ] **RESIDENTIAL ENVIRONMENTAL HAZARDS BOOKLET:** Tenant acknowledges receipt of the residential environmental hazards booklet.
    E. **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.
    F. [ ] **OTHER MATERIAL FACTS:** _____
    _____
    G. **ADDITIONAL DISCLOSURES:** RPO shall make additional disclosures regarding the following matters, if applicable, on the Rental Property Owner Disclosure (C.A.R. Form RPOD): Lead-based Paint; Methamphetamine Contamination; Periodic Pest Control Contracts; Water Submeters; Mold; Asbestos; Homeowners Associations/Condominiums/Planned Developments; Military Ordnance Locations; Death on the Premises.
39. **SERVICEMEMBERS CIVIL RELIEF ACT:** Notwithstanding anything to the contrary in **paragraphs 2, 4, 26** or elsewhere in this Agreement, the Servicemembers Civil Relief Act applies to this Agreement and any effort to terminate it, as specified in §§ 3951 and 3955 of the Act.
40. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California Housing Provider-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
41. **AGENCY:**
    A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
    Housing Provider's Brokerage Firm _____ License Number _____
    Is the broker of (check one): [ ] the Housing Provider; or [ ] both the Tenant and Housing Provider (Dual Agent).

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

Housing Provider's Agent _____ License Number _____
Is (check one): ☐ the Housing Provider's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).
Tenant's Brokerage Firm _____ License Number _____
Is the broker of (check one): ☐ the Tenant: or ☐ both the Tenant and Housing Provider (Dual Agent).
Tenant's Agent _____ License Number _____
Is (check one): ☐ the Tenant's Agent. (salesperson or broker associate); or ☐ both the Tenant's and Housing Provider's Agent (Dual Agent).

B. **DISCLOSURE:** ☐ (If checked): The term of this Agreement exceeds one year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Housing Provider and Tenant, who each acknowledge its receipt.

C. **TERMINATION OF AGENCY RELATIONSHIP:**
(1) Housing Provider and Tenant acknowledges and agrees that unless Broker is the property manager, or as specified in (2) below, once Housing Provider and Tenant enter into this Agreement, **(i)** Broker will not represent Owner in any manner regarding the management of the Premises; and **(ii)** Any representation duties that Broker may owe to, and any agency relationship that Broker may have with, either Housing Provider or Tenant, is terminated.
(2) Notwithstanding **paragraph 41C(1)**, Broker duties and responsibilities to either Housing Provider or Tenant will terminate upon the last to occur of the following (choose all that apply): ☐ Tenant occupancy, ☐ Delivering to Tenant keys or other means of entering the Premises, ☐ Tenant walkthrough, ☐ Completion of Move In Inspection (C.A.R. Form MII).

42. ☐ **TENANT COMPENSATION TO BROKER:** Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.
43. **NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS:** California Civil Code requires a Housing Provider or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement if the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
44. **OWNER COMPENSATION TO BROKER:** Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form LL or LCA).
45. **RECEIPT:** If specified in **paragraph 5**, Housing Provider or Broker, acknowledges receipt of move-in funds.
46. **CITY, COUNTY OR OTHER LOCAL REQUIREMENTS:** Housing Provider and Tenant are advised that city, county or other local requirements, including those imposed by a regulatory body such a rent stabilization or similar board, may apply, and to attach to this Residential Lease or Month-to-Month Rental Agreement or separately provide, as provided by law, any documentation required by such a local authority.
47. **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); ☐ Housing Provider in Default Addendum (C.A.R. Form HPID); ☐ Parking and Storage Disclosure (C.A.R. Form PSD); ☐ 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 Documents/Addenda: _____
☐ Other Terms: _____
48. **LEGALLY AUTHORIZED SIGNER:** Wherever the signature or initials of the Legally Authorized Signer identified in **paragraphs 51** or **52** appear on this Agreement or any related documents, it shall be deemed to be in a representative capacity for the entity described and not in an individual capacity, unless otherwise indicated. The Legally Authorized Signer **(i)** represents that the entity for which that person is acting already exists and is in good standing to do business in California, and **(ii)** shall Deliver to the other Party, upon request, evidence of authority to act in that capacity (such as but not limited to: applicable portion of the trust or Certification Of Trust (Probate Code § 18100.5), letters testamentary, court order, power of attorney, corporate resolution, or formation documents of the business entity).
49. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____. Housing Provider and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).
50. The Premises is being managed by Owner, (or, if checked):
☐ Housing Provider's Brokerage Firm in Real Estate Brokerage section ☐ Tenant's Brokerage Firm in Real Estate Brokers section
☐ Property Management firm immediately below
Real Estate Broker (Property Manager) _____ DRE Lic # _____
(Agent) _____ DRE Lic # _____
Address _____ Telephone # _____

Housing Provider and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Housing Provider in this Agreement, Brokers: (e) do not decide what rental rate a Tenant should pay or Housing Provider should accept; and (f) do not decide upon the length or other terms of this Agreement. Housing Provider and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant's Initials _____ / _____ Housing Providers Initials _____ / _____

Premises: 467 E HOFFER STREET, BANNING CALIFORNIA 92220 Date: 04/01/2024

51. Tenant agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY TENANT:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Tenant is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 48** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: City of Banning _____, _____.

(4) If a trust, identify Tenant as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____.

B. **TENANT SIGNATURE(S):**

(Signature) By, _____ Date: 04/01/2024

Printed name of Tenant: City of Banning

☐ Printed Name of Legally Authorized Signer: Doug Schulze Title, if applicable, City Manager

Address 99 E. Ramsey Street City Banning State CA Zip 92220

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Tenant: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

☐ **GUARANTEE:** In consideration of the execution of this Agreement by and between Housing Provider and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: **(i)** guarantee unconditionally to Housing Provider and Housing Provider's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; **(ii)** consent to any changes, modifications or alterations of any term in this Agreement agreed to by Housing Provider and Tenant; and **(iii)** waive any right to require Housing Provider and/or Housing Provider's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor N/A Date _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

52. Housing Provider (owner or ☐ agent for owner) agrees to rent the Premises on the above terms and conditions.

A. ☐ **ENTITY HOUSING PROVIDER:** (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

(1) One or more Housing Provider is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or other entity.

(2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not in an individual capacity. See **paragraph 48** for additional terms.

(3) The name(s) of the Legally Authorized Signer(s) is: Carlos Trejo _____, _____.

(4) If a trust, identify Housing Provider as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).

(5) If the entity is a trust or under probate, the following is the full name of the trust or probate case, including case #: _____

_____.

B. **HOUSING PROVIDER SIGNATURE(S):**

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

(Signature) By, _____ Date: _____

Printed name of Housing Provider: _____

☐ Printed Name of Legally Authorized Signer: _____ Title, if applicable, _____

Address _____ City _____ State ____ Zip _____

Telephone _____ Text _____ E-mail _____

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA).

Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

REAL ESTATE BROKERS:

A. Real estate brokers who are not also Housing Provider under this Agreement are not parties to the Agreement between Housing Provider and Tenant.

B. Agency relationships are confirmed in **paragraph 41**.

C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: **(i)** the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or **(ii)** ☐ (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Tenant's Brokerage Firm _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

Housing Provider's Brokerage Firm _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Text _____ E-mail _____

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TRANSITIONAL LIVING LODGING AGREEMENT

This Sober Living Lodging Agreement (this "**Agreement**") is made by and between City of Banning, Opportunity Village and the individual described in Addendum A, attached hereto and incorporated herein by reference ("**Lodger**").

Opportunity Village operates a transitional home (the "**Home**") in Banning, California The Home has been established in compliance with the conditions of The Anti-Drug Abuse Act of 1988, P.L. 100-690, as amended, which provides that shall require the Home's residents to (a) be prohibited from using or possessing any alcohol or illegal mind-altering substances; (b) be expelled for violating such prohibition; and (c) share household expenses, including the monthly program fees, among residents. Lodger desires to reside in the Home and the City of Banning's Opportunity Village desires to accept Lodger into the Home, on the terms and conditions of this Agreement.

NOW THEREFORE, City of Banning's Opportunity Village and Resident agrees as follows:

1. Acceptance into Home. City of Banning's Opportunity Village hereby agrees to accept Lodger into the Home and Lodger agrees to stay in the Home, on the terms and conditions of this Agreement. Lodger acknowledges and agrees that living in the Home requires complete abstinence from drugs and alcohol. Any use of drugs and/or alcohol by Lodger is **strictly prohibited**. City of Banning's Opportunity Village is providing a sober living facility only and does not provide any counseling or restrict Lodger from making his or her own personal choices as long as they do not violate this Agreement. Lodger will enter the Home on the move-in date indicated below the parties' signatures to this Agreement. Lodger will be given the use of one room within the Home. City of Banning, Opportunity Village may remove the Lodger from the Home for any of the reasons set forth herein and for no reason. In the event that City of Banning's Opportunity Village removes the Lodger for a violation of the Rules and Expectations, the Deposit and Lodging Fee will be forfeited. In the event City of Banning's Opportunity Village removes a Lodger for no reason then City of Banning's Opportunity Village will refund any remaining portion of the Deposit and a proportionate share of the Lodging Fee if the removal occurs mid-month and the Lodging Fee has been paid in advance.

2. Fees. Lodger shall make a $__500.00____ security/compliance deposit (the "**Deposit**"). The Deposit is due upon full execution of this Agreement. The Deposit will be returned to Lodger, less any deductions described below, within thirty (30) days after termination of this Agreement. Lodger shall pay City of Banning's Opportunity Village a lodging fee of $__500.00____ per month after 60 days during the term of this Agreement (the "**Lodging Fee**"). The Lodging Fee is due on the first day of each and every month during the term of this Agreement. The Deposit and Lodging Fees must be paid by personal check or money order. Cash will NOT be accepted. Late fees and lab fees, if any, will be deducted from the Deposit. A late fee of $35.00 will be applied if the Lodging Fee is not received by City of Banning's Opportunity Village by midnight on the 5th day of the month. Late fees must be paid with the late Lodging Fee. City of Banning's Opportunity Village may reject any payment of the Lodging Fee if such payment does not include an applicable late fee, or, at City of Banning's Opportunity Village sole option, the late fee will be deducted from the Deposit. If late fees or other charges which may be paid from the Deposit have depleted the Deposit, City of Banning's Opportunity Village may require another Deposit as a condition of Lodger continuing to stay in the Home under this Agreement. If the Lodging Fee is not paid by midnight of the 10th day after it is due, City of Banning's Opportunity Village may dismiss Lodger's from the Home and terminate this Agreement.

3. Commitment. Lodger agrees to, and hereby does, make a commitment to lodge in the Home for at least three (3) months. If Lodger voluntarily vacates the Home prior to fulfilling such three-month commitment, Lodger will forfeit, and City of Banning's Opportunity Village shall retain, the Deposit.

4. Rules and Expectations. Lodger must comply at all times with the Home's "**Rules and Expectations**," the current form of which is attached hereto and incorporated herein by reference.

Failure to abide by, or violation of, the Rules and Expectations may result in Lodger's dismissal from the Home and termination of this Agreement, to be determined in City of Banning's Opportunity Village sole and absolute discretion. City of Banning's Opportunity Village may update and revise the Rules and Expectations at any time, and will post any such updates and revisions at the Home. It is Lodger's responsibility to familiarize himself or herself with, and understand, the Rules and Expectations. Lodger should always ask an City of Banning's Opportunity Village representative for clarification or explanation if Lodger does not understand a given Rule or Expectation; provided, however, City of Banning's Opportunity Village representatives will not be required to provide Lodger with the reason or justification underlying any Rule and Expectation. All inquiries and questions and concerns must go through the Manager except in the event of a life-threatening emergency when the on-site manager can be contacted.

5. Vacation of the Home. After the three-month commitment described in Section 3 is fulfilled, a 30-day notice of intent to vacate the Home (a "**Vacation Notice**") must be given if and when Lodger chooses to leave the Home and terminate this Agreement. If Lodger fails to provide a Vacation Notice or otherwise vacates the Home before such 30-day period has passed, Lodger will forfeit of the Deposit. A Vacation Notice must be given on or before the first (1st) day of the month during which Lodger intends to leave the Home. Any Vacation Notice given after the first day of a month will be deemed to have been given on the first day of the following month, and Lodger must continue to pay the Lodging Fee for the month during which the Vacation Notice is given and for the following month.

6. Testing. City of Banning's Opportunity Village reserves the right to require Lodger to submit to drug and alcohol testing at any time and for any or no reason. If Lodger fails any such test or refuses to submit to a drug and/or alcohol test upon request of City of Banning's Opportunity Village, without a legitimate and valid reason, as determined solely by City of Banning's Opportunity Village, then Lodger shall be immediately discharged from the Home. Any requested test shall occur on site by City of Banning, Opportunity Village Case Management Team. Lodger acknowledges and agrees that he or she may be observed by Opportunity Village Case Management personnel while submitting to the test. If City of Banning's Opportunity Village requests that Lodger submit to a drug and/or alcohol test, Lodger shall submit to testing within one (1) hour after such request; provided, however, that if laboratory hours or Lodger's work or school schedule prevents testing within such time frame, then Lodger shall submit to the requested testing within two (2) hours after Lodger's work shift or school day ends or, as applicable.

7. Removal of Property. Upon voluntary vacation of the Home pursuant to Section 5 or upon expulsion from the Home by City of Banning, Opportunity Village, Lodger shall promptly remove all of his or her personal property from the Home. Any of Lodger's personal property not promptly removed from the Home will become City of Banning's Opportunity Village property and will be retained or disposed of in City of Banning's Opportunity Village sole and absolute discretion.

8. Limitation of Liability. City of Banning's Opportunity Village will not take any steps to protect Lodger's personal property and, therefore, City of Banning's Opportunity Village shall not liable for the theft or loss of any of Lodger's personal property. Lodger is solely responsible for his or her own personal property.

9. Indemnification. Lodger must read and agree to the "**Release and Hold Harmless Addendum**," which is attached hereto and incorporated herein by reference. Lodger shall initial the Release and Hold Harmless Addendum signifying that Lodger has read and agrees to the terms of such Release and Hold Harmless Addendum.

10. Assumption of Risk. Lodger acknowledges and agrees that other persons who are recently sober may also reside within the Home. Lodger acknowledges and assumes

all risk that comes staying in a facility with other persons. City of Banning's Opportunity Village maintains insurance only to cover the Home and business assets located in the Home, and City of Banning's Opportunity Village does not carry insurance that covers any other personal property or injury to persons. Lodger acknowledges that he or she may be confronted due to any adverse or undesirable behaviors, actions, or attitudes not deemed conducive to recovery or harmonious communal living that is a part of living in a sober living house. Such confrontation is intended to be from a caring point of view, or "tough love."

11. Other Acknowledgements. Lodger acknowledges and agrees that:

    a. Lodger has been provided with a copy of, has read, fully understands, and will comply with the Rules and Expectations.
    b. Lodger is currently of sound mind and not under the influence of any drugs or alcohol.
    c. Lodger is a participant in a recovery program.
    d. **Lodger is not a "tenant" of the Home and, therefore, is not protected by, nor will Lodger invoke any protections of, local landlord-tenant laws. If it is found that local landlord-tenant law applies, Lodger hereby renounces any rights that Lodger may or may not have relating to same.**
    e. Lodger will participate in City of Banning's Opportunity Village recovery and support programs, if any.
    f. If Lodger violates any of the Rules and Expectations, Lodger may be expelled from the Home and forfeit any rights to the Deposit and prepaid Lodging Fees.
    g. Final determination for any disciplinary action will be made by City of Banning's Opportunity Village in its sole and absolute discretion and may not be appealed.
    h. If Lodger breaches or defaults under any portion of this Agreement and City of Banning's Opportunity Village has to go to court to collect damages from Lodger, Lodger will pay s City of Banning's Opportunity Village resonable attorney's fees and court costs incurred in such action.

12. Waivers. City of Banning's Opportunity Village recognizes the strict nature of the various requirements and restrictions applicable to Lodger under this Agreement and recognizes that strict compliance may not always be feasible due to legitimate reasons. Therefore, City of Banning's Opportunity Village reserves the right to waive any requirement or restriction under this Agreement with respect to any violation by Lodger. However, any such waiver of any provision of this Agreement shall not be deemed a future waiver of such provision or restriction or waiver of similar future actions, events, or behaviors. **Lodger acknowledges that just because City of Banning's Opportunity Village grants a waiver to Lodger or to another Lodger does not mean that City of Banning's Opportunity Village will extend the same waiver to Lodger in the future**.

13. Friends and Family. This Agreement is strictly between City of Banning's Opportunity Village and Lodger, and is **NOT** between City of Banning's Opportunity Village and the friends and family members of Lodger, even if Lodger's friends and family members are paying all fees required hereunder on behalf of Lodger or executing this Agreement on behalf of Lodger. Persons who are paying the fees hereunder on behalf of Lodger are encouraged to read and understand the terms of this Agreement, the Rules and Expectations, and the Release and Hold Harmless Addendum. Such persons should understand that they are powerless over Lodger's behavior and that Lodger's actions can result in Lodger's discharge from the Home and loss of the Deposit and pre-paid Lodging Fees. Lodger's family and friends are hereby encouraged to attend support programs or otherwise conduct research to learn how to best support Lodger.

14. Conflict. Any inconsistencies or ambiguities in this Agreement shall be resolved solely by City of Banning's Opportunity Village in its sole and absolute discretion.

15. Severability. If any provision of this Agreement is determined to be unlawful, invalid or unenforceable, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effec

16. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts of laws provision. The parties further agree that proper venue for any action regarding this Agreement will be in any court with proper jurisdiction in Riverside, California.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO TRANSITIONAL SOBER LIVING LODGING AGREEMENT

The parties have executed this Agreement as of the latest date written below.

By: City of Banning/Opportunity Village Representative

Sign_____

Print Name_____

Date:_____

Lodger

Sign: _____

Print Name: _____

Date: _____

Move-In Date: _____

ADDENDUM A: LODGER INFORMATION

Personal Information

Full Name: _____ Date of Birth: _____
Home/Last Address: _____
City, State, Zip: _____
Cell Phone Number: _____
E-mail Address: _____

Driver's License Issuing State & Number: _____
Automobile Make: _____ Model: _____ Year: _____
License Plate Issuing State & Number: _____

Last Treatment/Halfway House : _____
Number of Treatments: _____ In How Many Years: _____
Counselor's Name: _____ Phone Number : _____
Sobriety Date: _____
Sponsor's Name: _____ Phone Number: _____
Drugs(s) of Choice (Incl. Alcohol): _____
Currently on Probation/Parole/House Arrest: _____ If Yes, Which: _____
If Yes, name of Officer: _____ Phone number : _____
Current Employer: _____ Phone number : _____
Are You a Smoker: _____

Marital Status: _____

Personal References
(If Not Coming out of Treatment or Halfway House)

Name: _____ Phone Number: _____
Relationship: _____

Name: _____ Phone Number: _____
Relationship: _____

Name: _____ Phone Number: _____
Relationship: _____

Emergency Contact Information

Name: _____ Phone Number: _____
Address: _____
City, State, Zip: _____
Relationship: _____

Name: _____ Phone Number: _____
Address: _____
City, State, Zip: _____
Relationship: _____

Medical Information

Current Medications: _____
_____
_____

Allergies to Medications: _____
_____

Pertinent Medical History: _____
_____
_____
_____
_____

Doctor's Name: _____ Phone: _____

Other Relevant Information

_____
_____
_____
_____
_____
_____

RULES AND EXPECTATIONS

1. City of Banning's Opportunity Village may amend these Rules and Expectations at any time and for any reason.
2. Any use or possession of alcohol, recreational drugs, drug paraphernalia, unauthorized prescription medications, whether such items are held on Lodger's person or within the Home, is strictly prohibited.
3. Possession of deadly weapons or explosives of any kind within the Home is strictly prohibited.
4. Theft of, or reckless or intentional misconduct with respect to, the property of others is strictly prohibited.
5. All lodgers enrolled in day treatment, IOP, EOP, or any other aftercare treatment programming at the time of admission to the Home must complete such treatment/programming.
6. Maintain an active program of recovery.
7. Attend a minimum of (3) three outside 12-step meetings per week.
8. Participate in all Home meetings as set by. City of Banning's Opportunity Village
9. Participate in other Home activities.
10. Form personal relationships with other lodgers if there is shared lodging, eat meals together, go on outings/activities, etc.
11. Help maintain a respectful and peaceful environment within the Home.
12. Do not interfere with others' quiet enjoyment of the Home.
13. Be courteous and considerate when using any TV, radio, personal gaming, stereo, and other similar devices.
14. Threats, violence, or physical or other abuse toward any other lodger, visitor, or City of Banning's Opportunity Village representative are strictly prohibited.
15. Quiet time will be 9:00 pm to 8:00 am weekdays (Sunday evenings through Friday mornings) and 10:00 pm. to 10:00 am. on weekends (Friday evenings through Sunday mornings).
16. Be mindful and respectful of others' work and sleep schedules.
17. Curfew:
    a. First 30 days of residency- 9:00 pm on weeknights and 11:30 p.m. on weekends (Friday & Saturday).
    b. After 30 days- 9:30 pm on weeknights and 11:00 pm weekends (Friday & Saturday).
18. Attend work and/or school, as applicable.
    a. Lodgers who are enrolled in high school must attend school each day (except for sick days or other excused absences).
    b. School may be substituted for full-time work provided lodgers are enrolled a minimum of 12 credit hours in a university, college or community/technical training program. Part time students shall supplement school with part-time work or service work.
    c. Any lodger not working, in school or aftercare treatment programming shall be actively seeking employment and/or doing service work for a minimum of 30 hours per week.
    d. A one month grace period MAY be granted for those looking for work, depending of course, on the effort put forth in seeking employment and/or other extenuating circumstance. Proof may be requested by City of Banning's Opportunity Village at any time.
    e. Any change in work, school, service-work, and/or treatment schedule or status must be discussed with and approved by City of Banning's Opportunity Village.
19. Keep active. Stay busy and get up and out of the Home!
20. No lying around or sleeping all day. Lodgers must be up by 9:00 am on weekdays and 10:00 am on weekends, unless working swing or graveyard shifts.
21. Guests are welcome and encouraged during the hours of 6:00 p.m. to 9:00 p.m. on weekdays and 10:00 a.m. to 10:00 p.m. on weekends. No guests of the gender to which the lodger is sexually

attracted, other than family members or pre-approved guests, are allowed in the Home or on the premises.

a. Allowing guests will be at the discretion of City of Banning's Opportunity Village. Guests who have recently relapsed or been discharged from other sober houses or treatment centers are not allowed to visit until they have been sober for at least 30 days.
b. Guests are not allowed in lodger rooms at any time.
c. Guests must remain in the common living areas.
d. Lodgers having guests shall limit such visits to reasonable times and durations.
e. **No overnight guests are allowed at any time. unless previously approved by staff!!!**

19. Overnight passes/permission: Not coming home will result in discharge.
    a. Lodgers shall process overnight stays IN ADVANCE with City of Banning, Opportunity Village.
    b. Approved overnight stays are limited to no more than two (2) nights per week and not more than a total of seven (7) nights per month.
    c. Last minute notifications to stay elsewhere/off the premises will not be accepted (unless due to an unforeseen emergency) and can result in immediate discharge from the program.
    d. Lodgers must inform City of Banning's Opportunity Village of their whereabouts, where they can be reached, and when they will return.
    e. All lodgers will be accountable to each other and to City of Banning's Opportunity Village as to their whereabouts at any given time.
20. For lodgers in their first 30 days- trips, vacations, or staying out past authorized times is not allowed.
    a. This 30-day wait period is required of all lodgers in order to allow individuals to adjust to communal living and the Home's rules and expectations. This wait period may be extended depending on the lodger's ability to acclimate to the Home and its rules and expectations.
21. Home meetings.
    a. All lodgers are required to attend ALL Home meetings.
22. All lodgers shall keep the Home and their individual spaces clean and neat.
    a. Weekly cleaning chores (including lawn and yard care in summer, will be assigned by City of Banning's Opportunity Village and are required to be completed before the following week's Home meeting. (See weekly cleaning sheet/board)
    b. Keep personal items out of common areas.
    c. Keep personal space clean, neat, and presentable at all times. A clean room consists of the bed being made, clothes and other items off the floor, trash discarded, and no food, dishes, or empty food packaging in the room.
23. Shared spaces/common areas are the responsibility of all house members. Clean up after yourself. If something needs to be cleaned that is not assigned, just do it and discuss with City of Banning's Opportunity Village if necessary to add to chores list.
24. Dishes are not to be left in the sink. Do your dishes after you use them!

25. Food and Meals.
    a. Each lodger is responsible to supply his or her own food, meals, condiments etc.
    b. Label your food in order to minimize confusion.
    c. Do not eat other people's food. Eating food or using any items that are not yours or provided specifically by the Home is considered stealing and grounds for discharge.
    d. Meals should be eaten in kitchen/dining areas.
    e. Eating in bedrooms or other areas of the Home is not allowed.
    f. Food shall be stored appropriately in the kitchen or dining rooms. Any food that can attract insects, mice, etc. cannot be stored in rooms, such as chips, crackers, sugar, cereal etc.
26. Medications. Any medications MUST be prescribed by a doctor and taken only as directed by that doctor.

a. No suboxone unless enrolled in an appropriate program.
b. No vyvanse, Adderall, methadone, Xanax, valium or other related drugs.
c. Any drug that can trigger a positive drug test is prohibited.
d. Medications shall be kept with personal belongings and not left where others can see or be tempted to use them.
e. Strictly follow all doctors' orders regarding medications.
f. Do not abuse over-the-counter medications.
g. City of Banning's Opportunity Village must be kept informed of all medications and/or any changes to medications, or after any such medical care.

28. Gambling of any kind is not permitted.
29. Smoking within the Home, including use of e-cigarettes or vapor devices, dipping or other nicotine related products is strictly prohibited. An outdoor smoking area will be provided.
30. Compulsive sexual behavior is not permitted.
31. Any Internet sex, browsing of Internet sex sites, pornography or any such other behavior or material is strictly prohibited.
32. Personal space and loaning/borrowing
    a. Lack of respect for others' personal space and/or personal boundaries will not be tolerated.
    b. Do not go into others' rooms without their permission.
    c. Do not borrow money or possessions from other lodgers.
    d. Do not loan money or possessions to other lodgers.
    e. Do not loan or borrow cars from other lodgers.
33. Lodgers having one year of continuous sobriety will be considered "senior peers."
    a. Senior peers will be authorized to conduct drug tests at the request of City of Banning, Opportunity Village.
    b. Senior peers may be delegated additional responsibilities or privileges at the discretion of City of Banning, Opportunity Village.
34. City of Banning's Opportunity Village discourages any new romantic relationship within the first 90-days.
    a. Any pre-existing relationship is the exception, but City of Banning's Opportunity Village strongly recommends that lodgers focus on recovery and put romantic relationships on hold.
    b. All romantic relationship meetings, etc., should be conducted off premises. No romantic or sexual relationships between lodgers are permitted at any time.

Approval from City of Banning's Opportunity Village management must be obtained in writing before any of these types of appliances may be brought into the house.

Release and Hold Harmless Addendum

Lodger hereby releases City of Banning's Opportunity Village and City of Banning's Opportunity Village, officers, employees, contractors, and advisors (collectively, including City of Banning's Opportunity Village, the "**Indemnified Parties**") from, and will indemnify and hold harmless the Indemnified Parties for, any injury (including death) or loss to Lodger, Lodger's guests, or Lodger's or Lodger's guests' personal property/belongings. Lodger acknowledges and agrees that Lodger is responsible for any injury or accident caused by Lodger, Lodger's guests, or Lodger's family, and will forever indemnify and hold the Indemnified Parties harmless for, from, and against any and all claims, losses, expenses (including reasonable attorney's fees and costs of litigation), and damages caused by or attributable to the acts of Lodger, Lodger's guests, or Lodger's family.

Lodger is fully and adequately informed of the nature of the programs in which Lodger wishes to participate, and hereby assumes full responsibility for the risk of injuries, whether due to the negligence of the Indemnified Parties or otherwise. Lodger agrees to never institute suit or action against the Indemnified Parties for damages, cost, expenses, or loss of services resulting from injuries or harm.

Lodger releases the Indemnified Parties from any claim whatsoever on account of first aid, treatment, or service rendered to Lodger as a result of injuries. Lodger shall be solely liable and responsible for any medical cost related to injuries.

If Lodger is in any way incapacitated, this Release and Hold Harmless Addendum shall be acknowledged by a parent or legal guardian of Lodger, and shall be binding upon such parent or legal guardian as well as upon Lodger. Lodger's parent or legal guardian, by the execution hereof, waives all claims in his or her individual or derivative capacity, as well as claims on behalf of Lodger. The person acknowledging this Release and Hold Harmless Addendum certifies that he or she is empowered to act on his or her own behalf or on behalf of Lodger.

Lodger expressly agrees that this Release and Hold Harmless Agreement shall be as broad and inclusive as permitted by the laws of the State of California, and that if any portion hereof is held invalid, it is agreed that the balance shall; notwithstanding, continue in full legal force and effect.

Acknowledged and agreed: _____Signature_____ Date:_____

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

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:	**Kevin Sin, Senior Civil Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**April 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-55, Approving the Measure "A" Five Year Capital Improvement Plan Project List and Authorizing the City Manager to Execute A Maintenance of Effort Certification Statement**

RECOMMENDATION:

Adopt Resolution 2024-55.

BACKGROUND:

Voters in Riverside County approved Measure "A" in 1988, which authorized the Riverside County Transportation Commission (RCTC) to impose an additional one-half percent (0.5%) sales tax for the next 20 years to be used for improvements of state highways, public transit systems, and local streets. In 2002, voters in Riverside County approved a 30-year extension of the one-half percent sales tax for transportation improvements. Each City in Riverside County is required by the RCTC to submit a Five-Year CIP, as approved by its governing board, to indicate how Measure "A" funding is to be utilized over the next five years. The list of street locations recommended for inclusion in the Five-Year Measure "A" CIP is attached hereto.

In 2012, the City completed a data collection and mapping project of the City's street network and in the process collected pavement surface distress data such as cracking, roughness, rutting, raveling/weathering, bleeding/flushing, and deflection. The information along with traffic volume data is entered into assessment management software, which is utilized to prioritize pavement rehabilitation projects.

As part of the yearly Measure "A" CIP list submittal, the City is required to submit a Project Status Report for projects previously approved by the City Council in previous fiscal years that have not been completed. Attached hereto is the Project Status Report for FY 2023/24.

Measure "A" also requires annual certification that discretionary General Fund expenditures for transportation-related construction and maintenance activities for Fiscal Year 2024/2025 will meet or exceed the Maintenance of Effort (MOE) Certification base year amount and commitment to expending Measure "A" funds to projects identified in the City's Five-Year Measure "A" CIP. The MOE base year amount has been set at $164,325. The MOE Certification Statement, attached hereto, must be signed by the City Manager and submitted to RCTC along with the Five-Year Measure "A" CIP.

JUSTIFICATION:

The City is required to submit a Five-Year CIP along with an executed MOE Certification Statement annually to RCTC in order to receive Measure "A" funds for street rehabilitation projects listed in the

City's Measure "A" CIP.

FISCAL IMPACT:

RCTC has estimated that the City of Banning will receive Measure “A” Funds totaling $4,663,000 as follows for the next five years:

Year	Estimated Amount
2024/2025	$896,000
2025/2026	$914,000
2026/2027	$932,000
2027/2028	$951,000
2028/2029	$970,000

ALTERNATIVES:

1. Adopt Resolution No. 2024-55, as recommended.
2. The City Council may choose not to adopt Resolution No. 2024-55, which would result in the City losing its Measure “A” entitlements.

ATTACHMENTS:

1. Resolution 2024-55, Measure A 5-Yr.docx
2. Exhibit A - Measure A 5-Yr CIP (FY 2025-2029) and FY 2023-24 Projects Status.pdf
3. Exhibit B - MOE Certification.docx

RESOLUTION 2024-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE MEASURE "A" FIVE YEAR CAPITAL IMPROVEMENT PLAN PROJECT LIST AND AUTHORIZING THE CITY MANAGER TO EXECUTE A MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

WHEREAS, in 1988, Riverside County voters approved a 0.5% sales tax (Measure "A") over a 20-year span to be used toward improvements of state highways, local transit systems, and public streets; and

WHEREAS, in 2002, Riverside County voters approved a 30-year extension of the Measure "A" 0.5% sales tax; and

WHEREAS, each City in Riverside County is required by the Riverside County Transportation Commission (RCTC) to submit a Five-Year Capital Improvement Plan (CIP), attached hereto, as approved by its governing board, to indicate how Measure "A" funding is to be utilized over the next five years; and

WHEREAS, the RCTC has estimated that the City of Banning will receive a total of $4,663,000 in Measure "A" funds over the next five years; and

WHEREAS, the program is intended to support local transit systems, street pavement rehabilitation and public street improvements; and

WHEREAS, Measure "A" also requires annual certification that discretionary General Fund expenditures for transportation-related construction and maintenance activities for Fiscal Year 2024/2025 will meet or exceed the Maintenance of Effort (MOE) Certification base year amount and commitment to spending Measure "A" funds to projects identified in the City's Five-Year CIP; and

WHEREAS, if needed, the priority list of street locations identified in the City's Five-Year Measure "A" CIP can be changed by the City by submitting a written request to RCTC.

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

SECTION 1. The City Council approves the Measure "A" Five-Year Capital Improvement Plan (CIP) project list attached hereto as Exhibit A.

SECTION 2. The City Council authorizes the City Manager to execute the Maintenance of Effort Certification Statement attached hereto as Exhibit B on behalf of the City Council, and directs the City Manager to file the executed statement with RCTC.

SECTION 3. The City Clerk is authorized to certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

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

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-55, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of April 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
Measure “A” 5-Year CIP

Exhibit B
MOE Certification Statement

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2024/25

Agency: Banning
Prepared by: Kevin Sin
Phone #: (951) 922-3140
Date: 3/28/2024

FY 2022/23 Audited Measure A Balance:	$1,332,739
FY 2023/24 Measure A Revenue	$885,000
Less: FY 2023/24 Project Status Report Expenses:	$320,000
Estimated Prior Year Measure A Balance:	$1,897,739
Estimated FY 2024/25 Measure A Allocation:	$896,000
Estimated Measure A Available for FY 2024/25 Projects:	$2,793,739

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2025-01	City-wide Slurry Seal	Slurry Seal	$500,000	$500,000
2025-02	Omar Street & Ramsey Street Intersection Improvement	Intersection Improvement(s)	$50,000	$50,000
2025-03	City-wide Pavement Conditions Assessment	Other: Pavement condition assessment	$120,000	$120,000
2025-04	HSIP Traffic Signal Upgrades	Road Safety/Traffic Improvement(s)	$433,900	$43,390
2025-05	HSIP Various Intersections Improvements	Intersection Improvement(s)	$585,000	$58,500
2025-06	Sun Lakes Boulevard Extension (Construction)	Road Extension	$833,333	$833,333
		Total:	$2,522,233	$1,605,223

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2025/26

Agency: Banning
Prepared by: Kevin Sin
Phone #: (951) 922-3140
Date: 3/28/2024

Estimated Prior Year Measure A Balance:	$1,188,516
Estimated FY 2025/26 Measure A Allocation:	$914,000
Estimated Measure A Available for FY 2025/26 Projects:	$2,102,516

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2026-01	23rd St: Lincoln St to CDS	AC Overlay	$80,000	$80,000
2026-02	22nd St: Railroad Tracts to Jefferson St	AC Overlay	$180,000	$180,000
2026-03	Alessandro Road: Hoffer St to Indian School Lane	AC Overlay	$250,000	$250,000
2026-04	HSIP Wilson St and 12th St Intersection Improvements	Intersection Improvement(s)	$277,000	$27,700
2026-05	Sun Lakes Boulevard Extension (Construction)	Road Extension	$833,333	$833,333
		Total:	$1,620,333	$1,371,033

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2026/27

Agency: Banning
Prepared by: Kevin Sin
Phone #: (951) 922-3140
Date: 3/28/2024

Estimated Prior Year Measure A Balance:	$731,483
Estimated FY 2026/27 Measure A Allocation:	$932,000
Estimated Measure A Available for FY 2026/27 Projects:	$1,663,483

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2027-01	Ramsey St: Sunset Ave to Omar St	AC Overlay	$750,000	$750,000
2027-02	Sun Lakes Boulevard Extension (Construction)	Road Extension	$833,334	$833,334
		Total:	$1,583,334	$1,583,334

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2027/28

Agency: Banning
Prepared by: Kevin Sin
Phone #: (951) 922-3140
Date: 3/28/2024

Estimated Prior Year Measure A Balance:	$80,149
Estimated FY 2027/28 Measure A Allocation:	$951,000
Estimated Measure A Available for FY 2027/28 Projects:	$1,031,149

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2028-01	Barbour St: San Gorgonio Ave to East End of Barbour St (Estes)	AC Overlay	$650,000	$650,000
2028-02	Ramsey Street: 4th St to 8th St	AC Overlay	$220,000	$220,000
		Total:	$870,000	$870,000

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

FY 2028/29

Agency: Banning
Prepared by: Kevin Sin
Phone #: (951) 922-3140
Date: 3/28/2024

Estimated Prior Year Measure A Balance:	$161,149
Estimated FY 2028/29 Measure A Allocation:	$970,000
Estimated Measure A Available for FY 2028/29 Projects:	$1,131,149

Item No.	Project Name/Limits	Project Type	Total Project Cost	Measure A Funds
2029-01	Ramsey Street: Omar St to Highland Home Rd	AC Overlay	$450,000	$450,000
2029-02	City-wide Slurry Seal	Slurry Seal	$650,000	$650,000
		Total:	$1,100,000	$1,100,000

MEASURE A
LOCAL STREETS
AND ROADS PROGRAM

PROJECT STATUS REPORT FY 2023/24

Agency: Banning
Prepared by: Kevin Sin
Phone #: (951) 922-3140
Date: 3/28/2024

Item No.	Project Name/Limits	Project Type	Total Cost	Anticipated Measure A Funds Expended (Est thru 06/30/2024)	Estimated/Actual Completion	Status
2024-01	City-wide Slurry Seal	Slurry Seal	$500,000	$0	8/15/2025	Delayed
2024-02	Florida Street: Barbour St to Lincoln St	AC Overlay	$130,000	$130,000	9/15/2023	Completed
2024-03	Fourth St: Livington St to Ramsey St and Nicolet St to George St	AC Overlay	$110,000	$30,000	8/15/2024	Project Advertised
2024-04	Hermosa Street: Barbour St to Lincoln St	AC Overlay	$130,000	$50,000	8/15/2024	Project Advertised
2024-05	April Lane: Westward Ave to Cul-de-sac	AC Overlay	$70,000	$10,000	8/15/2024	Project Advertised
2024-06	12th Street: Westward Ave to South End	AC Overlay	$80,000	$20,000	8/15/2024	Project Advertised
2024-07	Omar Street & Ramsey Street Intersection Improvement	Intersection Improvement(s)	$50,000	$0	12/31/2024	PA&ED Phase
2024-08	City-wide Pavement Conditions Assessment	Other	$120,000	$0	9/1/2024	Delayed
2024-09	HSIP Traffic Signal Upgrades	Road Safety/Traffic Improvement(s)	$433,900	$0	8/1/2025	Delayed
2024-10	HSIP Wilson St and 12th St Intersection Improvements	Intersection Improvement(s)	$277,000	$0	8/1/2026	Delayed
2024-11	HSIP Various Intersections Improvements	Intersection Improvement(s)	$585,000	$0	8/1/2025	Delayed
2024-12	ADDED Sun Lakes Boulevard Extension (Design)	Road Extension	$496,079	$80,000	12/31/2024	PS&E Phase
			Total:	$320,000		

FY 2024/25

MAINTENANCE OF EFFORT CERTIFICATION STATEMENT

The undersigned agrees and certifies for the City of Banning (the "Agency") that sales tax transportation funds received pursuant to Ordinance No. 02-001 of the Riverside County Transportation Commission ("Measure A") shall be used in compliance with the Commission's Maintenance of Effort Guidelines and a base year amount of $164,325, approved by the Commission at its July 11, 2012 meeting, and that the Agency shall not use such funds to replace discretionary local funds previously expended by the Agency for local transportation purposes. The Agency hereby acknowledges that the failure of the Agency to continue such local expenditure shall result in a reduction of loss of Measure A funds. Additionally, the Agency commits to expending Measure A Local Streets and Roads funds for projects listed in the Five Year Capital Improvement Plan as approved by Riverside County Transportation Commission.

Dated: _____

_____

CITY MANAGER

ATTEST:

_____

SECRETARY

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:	**April 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-57, Authorizing the Closure and Transfer of Fund 690 - Refuse Fund to Fund 001 - General Fund and to Classify $3,825,000 as Assigned Fund Balance that will be Amortized into Unassigned Fund Balance Evenly Over the Next 17 Years**

RECOMMENDATION:

Adopt Resolution 2024-57.

BACKGROUND:

During the April 27, 2021 City Council Meeting, the Council adopted Resolution 2021-27 to enter into a new twenty (20) year agreement with Waste Management to perform solid waste collection and to take over the billing and collection functions that had previously been performed by the City of Banning Utility Billing group in the Department of Finance. The term of the agreement with Waste Management began on July 1, 2021, and will expire on June 30, 2041. As a part of the agreement, Waste Management provided a one-time lump sum Franchise Fee payment of $4.5 million. Waste Management also agreed to the payment of a $300,000 Annual AB 939 Support Fee to the City to cover City costs associated with that legislation.

Due to the fact that the City no longer performs any functions that would allow this operation to continue as an enterprise fund (collection, billing, and collections) and the fund does not meet the criteria for classification as any other type of fund, it must be moved within General Fund operations. That is where franchise fees are normally accounted.

JUSTIFICATION:

Staff brought an item to Council on March 12, 2024, to discuss the closure of Fund 690 - Refuse Fund and the transfer of its accounts to Fund 001 - General Fund and the classification of the One Time Franchise Fee of $4.5 million as either Assigned or Committed Fund Balance. Council direction was to make the $4.5 million an Assigned Fund Balance.

Staff is proposing this resolution to approve closing Fund 690 - Refuse Fund and transferring ongoing accounting to Fund 001 - General Fund and to classify the $4.5 million One Time Franchise Fee as an Assigned Fund Balance, which will be amortized to Unassigned Fund Balance in an annual amount of $225,000 per year. That means that as of June 30, 2024, the Assigned Fund Balance will be $3,825,000 and seventeen (17) years will be remaining on the contract and amortization period.

This resolution also includes the requirement that the $300,000 Annual SB 939 Support Fee be dedicated to assisting in the funding of the City's Solid Waste Program Coordinator position and related

activities such as compliance monitoring through administrative and field audits; education and outreach programs; program tracking software and account maintenance; consultant support services; analysis and studies; planning and monitoring of legislation; and other related functions. These efforts are also supported by revenues collected from the franchise fee payments.

FISCAL IMPACT:

There is no overall fiscal impact to the City. However, this transfer of refuse fund operations to the General Fund will increase the General Fund cash and Unassigned Fund Balance. It will also have a one-time multimillion dollar Net Transfer In that will increase the General Fund Net Income for this fiscal year (FY 2023-24).

ALTERNATIVES:

1. Adopt Resolution 2024-57, as presented.
2. Adopt Resolution 2024-57, with modifications.
3. Do not adopt Resolution 2024-57 and provide direction to staff.

ATTACHMENTS:

1. Resolution 2024-57, Transfer Refuse Fund Balance.docx

RESOLUTION 2024-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CLOSURE AND TRANSFER OF FUND 690 – REFUSE FUND TO FUND 001 – GENERAL FUND AND TO CLASSIFY $3,825,000 AS ASSIGNED FUND BALANCE THAT WILL BE AMORTIZED INTO UNASSIGNED FUND BALANCE EVENLY OVER THE NEXT 17 YEARS

WHEREAS, on April 27, 2021, the City Council adopted Resolution 2021-27, approving that certain Collection Services Agreement for the Provision of Residential and Commercial Garbage, Recyclable Materials and Organic Waste Collection, Transportation, Recycling, and Disposal Services ("Franchise Agreement") with USA Waste of California, Inc., dba Waste Management of the Inland Empire ("Waste Management") for Waste Management to perform solid waste collection services and providing for Waste Management to take over the solid waste billing and collection functions that had previously been performed by the City of Banning Utility Billing group in the Department of Finance; and

WHEREAS, the term of the Franchise Agreement began on July 1, 2021, and will expire on June 30, 2041. The terms of the Franchise Agreement require that Waste Management provide a one-time lump sum franchise fee payment of $4.5 million to the City as well as the payment of a $300,000 Annual AB 939 Support Fee to the City to cover City costs associated with that legislation; and

WHEREAS, due to the fact that the City no longer performs any functions that would allow this operation to continue as an enterprise fund (collection, billing, and collections) and the fund does not meet the criteria for classification as any other type of fund, it must be moved within General Fund operations; and

WHEREAS, on March 12, 2024, the City Council, by minute order, directed City staff to close Fund 690 - Refuse Fund and transfer of its accounts to Fund 001 - General Fund, and classify the one-time franchise fee of $4.5 million as an Assigned Fund Balance.

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

SECTION 1. The City Council approves the closure of Fund 690 - Refuse Fund and the transfer of ongoing accounting to Fund 001 - General Fund, and the classification of the $4.5 million one-time franchise fee as an Assigned Fund Balance, which will be amortized to Unassigned Fund Balance in an annual amount of $225,000 per year, which means that as of June 30, 2024, the Assigned Fund Balance will be $3,825,000 and seventeen (17) years will be remaining on the Franchise Agreement and amortization period.

SECTION 2. The City Council directs staff to use the $300,000 Annual SB 939 Support Fee to assist in the funding of the City's Solid Waste Program Coordinator position and related activities such as compliance monitoring through administrative and field audits, education and outreach programs, program tracking software and account maintenance, consultant support services, analysis and studies, planning and monitoring of legislation, and other related functions, understanding these efforts are also supported by revenues collected from the franchise fee payments.

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

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

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

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-57, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of April 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:	**April 9, 2024**
SUBJECT:	**Consideration of Introduction and First Reading of Ordinance 1603, Adding a New Chapter 9.09 to Title 9 (Public Peace, Morals and Welfare) of the Banning Municipal Code to provide for regulations governing camping and related activities within the City of Banning, and making a determination of exemption from the California Environmental Quality Act**

RECOMMENDATION:

Conduct the first reading of, and introduce Ordinance 1603, as read by title only.

BACKGROUND:

Ordinance 1603, provides necessary authority to the Banning Police Department and City of Banning code enforcement personnel to enforce unsafe camping in Banning. The ordinance, if shelter space is not available, makes camping in public places unlawful, which includes streets, parks, public buildings and grounds, and other public areas in the City. Camping includes, among other things, the use of camp paraphernalia such as tents in combination with sleeping or making preparations to sleep. Sleeping, lying or sitting in public places in and of itself does not constitute camping. This keeps these properties readily accessible and available to residents and the public at large. The unsafe camping ordinance also makes it unlawful to store personal property in a public place, including camp facilities and camp paraphernalia.

The ordinance establishes notification requirements, storage requirements and protocols for removal of personal property unlawfully stored or found on public places, which is consistent with case law. Personal property includes items such as, medication, medical devices, eyeglasses, sanitary sleeping bag or bed roll, tents in reasonably good condition, sanitary/unsoiled clothing, etc.

Sitting, lying and sleeping in public places that does not meet the definition of camping is also regulated by the unsafe camping ordinance. First, in order to do so between the hours of 10:00 p.m. to 6:00 a.m., there has to be no sleeping spaces available in any shelter. Between the hours of 6:00 a.m. to 10:00 p.m. sleeping is not permitted in public places. No person shall obstruct pedestrian or vehicular traffic by sitting or lying in a public place or in doorways or entrances or exists to buildings.

Camping on private property without written consent of the property owner in the possession of the person camping is prohibited and, is further regulated under Title 17 of Banning Municipal Code.

JUSTIFICATION:

City Council established goals include reducing homelessness and cleaning up the Ramsey Street corridor. Chapter 12.44 of Banning Municipal Code regulates camping in Banning, but is not consistent with recent case law and does not provide direction necessary to address camping as it relates to

unhoused encampments. Ordinance 1603 provides the necessary language to enforce unsafe camping as it relates to unhoused individuals.

FISCAL IMPACT:

Enforcement costs are budgeted.

ALTERNATIVES:

1. Conduct first reading and introduce Ordinance 1603, as read by title only;
2. Conduct first reading and introduce Ordinance 1603, with minor clerical revisions only, and as read by title only;
3. Provide alternative direction to staff.

ATTACHMENTS:

1. Ordinance 1603, Unsafe Camping.docx

ORDINANCE 1603

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, ADDING A NEW CHAPTER 9.09 TO TITLE 9 (PUBLIC PEACE, MORALS AND WELFARE) OF THE BANNING MUNICIPAL CODE TO PROVIDE FOR REGULATIONS GOVERNING CAMPING AND RELATED ACTIVITIES WITHIN THE CITY OF BANNING, 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 Municipal Code amendments contained in Section 2 of 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 that these amendments may have significant effect on the environment.

SECTION 2. A new Chapter 9.09 is hereby added to Title 9 of the Banning Municipal Code to read as follows:

"**Chapter 9.09 – CAMPING AND RELATED ACTIVITY**

9.09.010 - Unlawful camping in public places.

A. Findings and purpose.

1. The streets, parks, public buildings and grounds, and other public areas in the city should be readily accessible and available to residents and the public at large. Public property within the city is not specifically designed for the purposes of camping and so does not have the facilities necessary to protect the property from overuse and unsanitary conditions potentially injurious to public health.

2. Public streets, sidewalks, and walkways are created and maintained for the primary purposes of enabling pedestrians and vehicles to safely and efficiently move about from place to place, facilitating deliveries of goods and services and providing all potential customers and visitors with convenient access to goods and services, as well as a place to recreate and engage in free public speech in shared civic space.

3. The use of public property for camping purposes interferes with the rights of others to use the areas for the purposes for which they were intended, such as transportation, municipal operations, recreation, and open space.

4. Camping activities may constitute a public health and safety hazard when conducted without the property security, sanitary facilities and precautions. The necessity to clean up, repair, or remediate public property that has been used for unlawful camping may result in substantial costs to the public.

5. Pedestrians, particularly elderly, disabled, and vision-impaired, are put at increased risk when they must see and navigate around individuals sitting or lying upon the public sidewalk.

6. There is no specific site or sites that should be designated for camping because it is the experience of the city and other municipalities that sites where camping is continuous or camping populations are numerous become public health, environmental degradation, and policing problems.

7. Designated open space contains ecologically sensitive habitats, including many protected plant and wildlife species, as well as fresh water supplies. Except as provided for in this section, human presence in open space other than on designated trails can seriously damage or destroy these habitats as well as increase the risk of wildfire danger.

8. Certain public lands within the city's geographical boundaries pose significant health and safety hazards to people who make shelter or stay overnight in these areas.

9. It is the obligation of the city to keep its public property and public rights-of-way clean and available for public use, and to protect the public health, safety, and access by city constituents.

10. The city is committed to protecting the life, health, and safety of its residents and all people within the city's geographical boundaries.

11. The purpose of this section is to maintain public places within the city in a clean and accessible condition, to prevent the accumulation of trash and debris and to reduce the risk of both structural and brush fires.

12. This section shall not be interpreted to criminalize any person based on their status as a homeless individual. To that end, whenever an issue of interpretation arises, this section shall be interpreted in a manner consistent with the holding in *Martin v. City of Boise* (9th Cir. 2019) 920 F.3d 584.

13. The city council is committed to protecting the rights of individuals who cannot obtain shelter and to treating their personal property with respect and consideration and therefore updates this code to conform to and address the impacts of the Ninth Circuit Court of Appeal's decision in *Martin v. City of Boise.*

14. The city currently provides more than 50 shelter beds for people experiencing homelessness, which offer a place to sleep and supportive services, including job programs, housing support, treatment for mental health conditions or substance abuse, and security.

15. The city engages in significant outreach work to build relationships with people experiencing homelessness, using a person-centered, compassionate approach to provide services tailored to each person's specific needs.

16. The city and the county provide housing stability support, eviction protection, transitional housing, and supportive and permanent housing solutions to assist people with ending their homelessness.

B. Definitions. As used in this section:

1. “Camp” means to pitch or occupy camp facilities; or to use camp paraphernalia, for the purpose of occupancy, habitation, or sheltering for survival in an outdoor area, and in such a way as will facilitate sleeping or storage of personal belongings, carrying on cooking activities, taking measures to keep protected from the elements including heat and cold, or any of these activities in combination with one another or in combination with either sleeping or making preparations to sleep. The act of sleeping on its own does not constitute camping.

2. “Camp facilities” include, without limitation, tents, huts, lean-tos, vehicle camping outfits, unapproved shacks or temporary shelters, cook stoves or fire pits, however constructed.

3. “Camp paraphernalia” includes, without limitation, tents or tent-like structures, cots, hammocks, sleeping bags, bedrolls, blankets, personal cooking facilities, and similar equipment.

4. “Open space” means any parcel or area of land or water that is essentially unimproved and devoted to an open space use, and which is designated on the local open space plan as any of the following: (a) for the preservation of natural resources; (b) for the managed production of resources; (c) for outdoor recreation; (d) or public health and safety.

5. “Public place” means property owned, held, or leased by a public entity or agency, improved or unimproved, and includes, without limitation, open space, parks, plazas, parking lots, highways, streets, bridges, alleys, driveways, sidewalks, walkways, or other public rights-of-way.

6. “Prohibited area” means each of the following locations:

    a. All city parks;

    b. The area seventy-five feet from the centerline of any officially-designated recreational or multi-use trail that is open to the general public;

    c. Gilman Historic Ranch and its surrounding property, located at 1901 Wilson Street, Banning, CA 92220;

    d. Open space; and

    e. Public places located within the following zoning districts, as shown on the Official Zoning Map of the city, as the same may be amended from time-to-time by the city council:

        i. Residential Single-Family: Ranch/ Agriculture (R/A), Ranch/ Agriculture Residential — Hillside (RAR-H), Rural Residential (RR), Rural Residential - Hillside (RR-H), Very Low Density Residential (VLDR), Low Density Residential (LDR), and Mobile Home Park (MHP) districts.

        ii. Residential Multifamily: Medium Density Residential (MDR), High Density Residential (HDR), and Very High-Density Residential (VHDR) districts.

iii. Commercial: Downtown Commercial (DC), General Commercial (GC), Highway Serving Commercial (HSC), and Professional Office (PO) districts.

7. "Prohibited time" means, for each calendar day, the time beginning at 6:00 A.M. and concluding at 10:00 P.M.

8. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

C. Camping in a public place.

1. Unlawful camping in prohibited area. It shall be unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia in, on, or under any public place in a prohibited area, as defined in subsection (B)(6) of this section, regardless of the time of day, except as otherwise provided in this chapter. This subsection shall not apply when an individual lacks access to permanent or safe shelter, or is otherwise involuntarily homeless.

2. Unlawful camping during prohibited times in a public place. It shall be unlawful and a public nuisance for any person to camp, occupy camp facilities or use camp paraphernalia in or under any public place in the city during the prohibited time, as defined in subsection (B)(7) of this section, except as otherwise provide in this chapter.

D. Unlawful storage of personal property in a public place. It shall be unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in any public place, except as otherwise provided by this code, or except by permission of the property owner. Nothing herein shall be construed to allow storage where otherwise prohibited by this code.

E. Property removal. Designated city employees may remove personal property unlawfully stored or found on public places as outlined in subsection (D) of this section or found in an unlawful encampment as follows:

1. The location of any personal property including camp facilities and paraphernalia shall be noticed as follows:

"It is illegal to store personal property on a public place such as public open space, parks and parking lots. If this personal property is not removed within 72 hours of the date of this posting, THE PERSONAL PROPERTY SHALL BE DEEMED INTENTIONALLY ABANDONED AND SUBJECT TO REMOVAL AND POSSIBLE DESTRUCTION."

2. City personnel may remove any personal property unlawfully stored or remaining in a public place after the posting period has expired.

3. Personal property which has been clearly abandoned, poses an imminent threat to public health or safety, may result in pollutants entering storm drains or other discharge into water in violation of Section 13.24.090 of this code, is contraband, or which is evidence of a crime shall not be subject to the above notice requirements

and shall be removed immediately by city personnel or police and stored or destroyed according to the provisions below.

F. Personal effects.

1. “Personal effects” for purposes of this section, means personal property consisting of the following items.

    a. Medication, medical devices, eyeglasses, or other prescription lenses;

    b. Sleeping bag or bed roll that is sanitary and non-verminous;

    c. Tents in usable and reasonably good condition;

    d. Clothes stored in a manner protecting them from the elements, which are not unsanitary, soiled, or verminous;

    e. Non-perishable food items; and

    f. Personal property with an estimated individual fair market value of at least fifty dollars.

2. At the time of removal of unlawfully stored or remaining personal effects, city personnel shall conspicuously post and date a notice either at the exact location from which the personal effects were removed or at another nearby location giving the following information.

    a. A list of personal effects removed;

    b. A telephone number for information on retrieving personal effects;

    c. An address where the personal effects are temporarily stored; and

    d. The length of time during which the personal effects may be claimed.

3. Following removal of unlawfully stored or remaining personal effects, city personnel shall do the following:

    a. Maintain an inventory identifying the personal effects, where the personal effects were approximately located and the reasonable value of each item;

    b. Place the removed personal effects in containers labeled in a manner facilitating identification by city personnel and owner, which reasonably protects such property from damage or theft; and

    c. Store removed personal effects in an area designated by the city for a period of ninety days.

4. Personal property stored by the city, which is claimed within ninety days from removal, shall be released to the person claiming ownership provided the person identifies the property and the approximate location where the property was left.

5. Disposition of property.

    a. Property that remains unclaimed after ninety days may be dedicated for public use or may be given to a local nonprofit agency for charitable use.

    b. All other unlawfully store or found personal property which remains unclaimed after ninety days is deemed intentionally abandoned and may be abated and destroyed.

9.09.020 - Sitting, lying, sleeping in public places.

A. Findings and purpose.

1. Public streets, sidewalks, and walkways are created and maintained for the primary purposes of enabling pedestrians and vehicles to safely and efficiently move about from place to place, facilitating deliveries of goods and services and providing all potential customers and visitors with convenient access to goods and services, as well as a place to recreate and engage in free public speech in shared civic space.

2. Except as provided for in this section, sitting or lying on public streets, sidewalks, or walkways interferes with the primary purposes of the public street, sidewalk, or walkway, threatens public safety, and damages the public welfare.

3. Pedestrians, particularly the elderly, disabled, and vision-impaired, are put at increased risk when they must see and navigate around individuals sitting or lying upon the public sidewalk.

4. In some circumstances, people sitting or lying on sidewalks deter many members of the public from frequenting those areas. This, in turn, contributes to an erosion of the essential economic viability of those areas. Business failures and relocations can cause vacant storefronts contributing to a spiral of deterioration and blight, which harms the public health, safety, and welfare.

5. There are numerous other places within the city where sitting can be accommodated without unduly interfering with the safe flow of pedestrian traffic, impairing commercial activity, threatening public safety, or harming the public welfare. These other places include city parks, numerous public benches and other seating facilities, plazas, portions of sidewalks not intensively used by pedestrians, common areas open to the public and private property with the permission of the property owner.

6. The city recognizes that there is a fundamental need to sleep and desires to accommodate that need while also satisfying the needs of the general public to travel freely and safely throughout the city.

7. The limited regulation of sitting or lying down on sidewalks is both reasonably necessary and appropriately balances the public interest and individual rights.

8. Designated open space contains ecologically sensitive habitats, including many protected plant and wildlife species, as well as fresh water supplies. Except as provided for in this section, human presence in open space, other than on

designated trails, can seriously damage or destroy these habitats as well as increase the risk of wildfire danger.

B. Definitions. As used in this section:

1. “Obstruct pedestrians or vehicular traffic” means to obstruct or impede passage by another person or a vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact.

2. “Public place” means public property, including, without limitation, publicly owned parking lots and driveways, highways, streets, bridges, alleys, sidewalks, walkways, and city-owned areas generally accessible to the public.

C. Prohibited conduct.

1. No person shall obstruct pedestrian or vehicular traffic by sitting or lying in a public place or in doorways or entrances or exits to buildings.

2. No person shall be permitted to sleep in a public place between the hours of 6:00 A.M. to 10:00 P.M. daily.

3. No person shall be permitted to sleep in a public place between the hours of 10:00 P.M. to 6:00 A.M., unless there are no sleeping spaces practically available in any shelter or if there does not exist any viable alternative to sleeping in a public place.

4. No person shall be permitted to sleep in any open space, as defined in subsection (B)(4) of Section 9.09.010.

5. Except as otherwise permitted under Title 17 of this code, it is unlawful for any person to sleep between 6:00 A.M. and 10:00 P.M. in any vehicle parked in or upon any public place or in or upon any privately owned parking area used for parking of customers of any business enterprise without the written consent of the owner of such business enterprise.

D. Exceptions. The prohibitions set forth in subsection (C) of this section shall not apply to:

1. Persons operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to an applicable, valid permit; or person participating in or attending a parade, festival, performance, rally, demonstration, meeting or similar event conducted in a public place;

2. Any conduct that is in conformity with the terms of any permit granted pursuant to this code; or

3. Persons patronizing dining establishments with seating areas in the public right-of-way, who have been permitted pursuant to this code.

E. Picketing or protesting. It is not the intent of this section to prohibit protesting, picketing, demonstrating, signature gathering, voter registration, leafleting, or any other lawful activity permitted under the laws of the United States of America, State of California, or by the National Labor Relations Act in connection with a labor dispute.

9.09.030 - Camping on private property.

A. Except as otherwise provided in this section, it shall be unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia in, on, or under any private property within the city or to start or maintain an open fire on private property in violation of the Fire Code.

B. Except as otherwise provided in this subsection, this section shall not apply to persons camping upon their own land or to persons camping with the written consent of the owner of the land; provided, that such written consent is in their possession at the time and is shown upon demand of any peace officer and is not otherwise prohibited by Title 17 of this code. Irrespective of any written consent provided by the owner of the land, no person shall camp, or permit to camp, on private property for a period of time exceeding seven consecutive days without an interruption of at least five consecutive non-camping days. For purposes of this section camping for any portion of a day shall count as a full camping day.

C. This section shall not apply to persons lawfully camping within campgrounds or trailer parks approved pursuant to Title 17 of this code nor shall it be construed to waive or preempt any requirement or authorization provided under Title 17 of this code."

SECTION 2. If any section, subsection, paragraph, clause or phrase of 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 sections or portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, paragraph, clause or phrase of this Ordinance, irrespective of any one or more sections, subsections, sudivisions, paragraphs, sentences, clauses or phrases subsequently declared invalid or unconstitutional.

SECTION 3. 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 4. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this 00th day of Month 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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 1603 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 9th day of April 2024, and was duly adopted at a regular meeting of said City Council on the 00th day of Month 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

CITY 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:	**April 9, 2024**
SUBJECT:	**Consideration of Resolution 2024-54, Approving Amendment No. 2 to the Professional Services Agreement with Engineering Resources of Southern California to Increase the Total Compensation by $900,000 and to Extend the Term of the Agreement through June 30, 2025 for Plan Check, Inspections and Related Administrative Services**

RECOMMENDATION:

Adopt Resolution 2024-54.

BACKGROUND:

The Public Works Department, currently staffed with four full-time engineers and one inspector, administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure. In addition to managing public works projects, staff is also responsible for processing private land development projects related to Public Works responsibilities (e.g. infrastructure, grading, storm water, etc.). Due to current and anticipated upcoming workloads related to private development (e.g. Atwell, Rancho San Gorgonio) the need to maintain an agreement with a firm to continue providing plan check, inspection and related administrative services is necessary in order to maintain an acceptable level service.

Due to staff resources and the anticipated workload increase related to land development projects such as the Atwell Development (previously known as the Butterfield Specific Plan), the City Council adopted Resolution No. 2023-88 on May 9, 2023 awarding a professional services agreement to ERSC for plan checks, inspections and related administrative services in the amount of $550,000 on an as needed basis with an option to renew for four additional years.

On January 9, 2024, the City Council also adopted Resolution No. 2024-08 approving Amendment No. 1 to the professional services agreement with ERSC for an additional $450,000 for plan check, inspections and related administrative services.

The amount of plan checks and inspections related to the Atwell and other subdivision developments have exceeded staff's expectations and has resulted in a need to increase total compensation by $900,000 and to extend the term of the agreement through June 30, 2025 with ERSC in order to continue receiving their plan check, inspections and related administrative services. The current term of the Professional Services Agreement expires on June 30, 2024.

JUSTIFICATION:

Due to current and an anticipated workload related to private land development activities, the Public Works Department has recognized a need for additional resources to provide plan check and inspection services in a timely manner and to maintain an acceptable level service.

FISCAL IMPACT:

An appropriation from the General Fund in the amount of $900,000 to Account No. 001-3000-442.33-53 is necessary and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department. Funds exhausted to date have been 100% recovered by said fees.

ALTERNATIVES:

1. Adopt Resolution 2024-54, as recommended.
2. Do not adopt Resolution 2024-54 and provide alternative direction to staff. Not adopting Resolution 2024-54 would cause a reduction in the level of service to private development applicants in processing of their projects. Additionally, staff would have less time to work on the City's capital improvement projects.

ATTACHMENTS:

1. Amendment No.2 to PSA Plan Check and Insp.docx
2. CC Resolution No. 2023-088.pdf
3. CC Resolution No. 2024-008.pdf
4. Resolution 2024-54, ERSC Amendment No. 2.docx

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00805) FOR PLAN CHECK AND INSPECTION SERVICES BY AND BETWEEN CITY OF BANNING AND ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

THIS AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.,** a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 1, 2023 for the purpose of providing Plan Check and Inspection Services ("Agreement") following Request for Proposals (RFP No. 23-001), Plan Check and Inspection Services and approved by City Council Resolution 2023-88.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated January 11, 2024 to increase the Contract Sum to $1,000,000.00, as approved by City Council Resolution 2024-08.

C. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2025 and increase the Contract Sum to $1,900,000.00.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 2 shall not exceed Nine Hundred Thousand Dollars ($900,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Nine Hundred Thousand Dollars ($1,900,000.00).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 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. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 and 2. In the event of a conflict between the

provisions of this Amendment No. 2 and the provisions of the Agreement or Amendment Nos. 1 and 2, the provisions of this Amendment No. 2 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 2.

2.3 Authority. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Amendment No. 2, and (iv) entering into this Amendment No. 2 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 2 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 2 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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

RESOLUTION 2023-88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA IN THE AMOUNT OF $550,000 FOR PLAN CHECKS, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES THROUGH FISCAL YEAR 2023/24 WITH THE OPTION TO RENEW FOR FOUR ADDITIONAL YEARS

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and has determined a need for additional resources in consideration of the current and an anticipated increase in workload related to future private land development activities in order to maintain an acceptable level of service; and

WHEREAS, on January 4, 2023, a Request for Proposals (RFP) was released through the OpenGov ProcureNow, the City's online bidding system, notifying qualified firms of the opportunity to submit proposals for the plan check and inspection services; and

WHEREAS, on February 6, 2023, five (5) firms submitted proposals for the requested plan check and inspection services; and

WHEREAS, the scope of services requested for plan checking includes, but is not limited to street, sewer, water, grading and storm drain projects for residential and non-residential projects; responses to staff and applicants regarding permits; and preparation of conditions of approval; and

WHEREAS, the inspection services scope requires an inspector to work under the direction of the Public Works Director and/or assigned staff to provide construction inspections services before, during and after construction while insuring conformance with Federal, State and City statutes while maintaining appropriate records; and

WHEREAS, an evaluation committee consisting of a three person evaluation committee comprised of three (3) City staff members evaluated the proposals based on qualifications, experience, approach and rates; and

WHEREAS, as a result, staff recommends the award of an agreement to the highest ranked firm, Engineering Resources of Southern California, in the amount of $550,000; and

WHEREAS, agreements will be for plan check, inspection and related administrative services on an as needed basis valid through June 30, 2024 with the option to renew for four (4) additional single years; and

WHEREAS, the approved Fiscal Year 2023/2024 budget includes $550,000 in the Engineering Fund, Account No. 001-3000-442.33-53 which will be allocated to fund the Agreement with Engineering Resources of Southern California. The expense will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department.

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

SECTION 1. City Council awards a Professional Services Agreements for Plan Checks, Inspections and related Administrative Services through Fiscal Year 2023/2024 with the option to renew for four (4) additional single years.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the project.

SECTION 3. City Council authorizes the City Manager or his designee to make necessary non-substantive changes and to execute the Professional Services Agreement with Engineering Resources of Southern California in the amount of $550,000 for services as needed including Plan Checks, Inspections and Administrative Services through June 30, 2024 with the option to renew for four (4) additional single years.

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

PASSED, APPROVED AND ADOPTED this 9th day of May 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 2023-88, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of May 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

RESOLUTION 2024-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA FOR AN ADDITIONAL $450,000 FOR PLAN CHECK, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and,

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and determined a need for additional resources in consideration of the current and anticipated increases in workload related to future private land development activities in order to maintain an acceptable level of service; and,

WHEREAS, on May 9, 2023, the City Council of the City of Banning adopted Resolution No. 2023-88 awarding a professional services agreement to Engineering Resources of Southern California (ERSC) for plan checks, inspections and related administrative services in the amount of $550,000; and,

WHEREAS, funds allocated to the current professional services agreement with ERSC have been exhausted; and,

WHEREAS, the amount of plan checks and inspections related to the Atwell Development have exceeded staff's expectations and has resulted in a need to increase the Professional Services Agreement with ERSC by $450,000 in order to continue receiving their services; and,

WHEREAS, an appropriation from the General Fund in the amount of $450,000 to Account No. 001-3000-442.33-53 is required to fund Amendment No. 1 and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department.

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

SECTION 1. The City Council approves Amendment No. 1 to the Professional Services Agreement with Engineering Resources of Southern California and authorizes the City Manager to sign said amendment.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

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

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-08, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of January 2024 by the following vote, to wit:

AYES: Flynn, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 1

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00805) FOR PLAN CHECK AND INSPECTION SERVICES BY AND BETWEEN CITY OF BANNING AND ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.,** a California corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Contractor entered into that certain Contract dated July 1, 2023 for the purpose of providing Plan Check and Inspection Services ("Agreement") following Request for Proposals (RFP No. 23-001), Plan Check and Inspection Services.

B. City and Contractor now desire to amend the Agreement to increase the Contract Sum to ($1,000,000.00).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 1 shall not exceed Four Hundred Fifty Thousand Dollars ($450,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Dollars ($1,000,000.00).

2. Miscellaneous Provisions

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

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party,

(iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONTRACTOR
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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

RESOLUTION 2024-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA TO INCREASE THE TOTAL COMPENSATION BY $900,000 AND TO EXTEND THE TERM OF THE AGREEMENT THROUGH JUNE 30, 2025 FOR PLAN CHECK, INSPECTIONS AND RELATED ADMINISTRATIVE SERVICES

WHEREAS, the Public Works Department administers an array of services including management of capital improvement and infrastructure projects related to the design and construction of water, wastewater, streets, storm drain and building infrastructure; and,

WHEREAS, as part of these responsibilities, staff manages public works projects related to private development and determined a need for additional resources in consideration of the current and anticipated increases in workload related to future private land development activities in order to maintain an acceptable level of service; and,

WHEREAS, on May 9, 2023, the City Council of the City of Banning adopted Resolution No. 2023-88 awarding a professional services agreement to Engineering Resources of Southern California (ERSC) for plan checks, inspections and related administrative services in the amount of $550,000 ("Agreement"); and,

WHEREAS, on January 9, 2024, the City Council of the City of Banning adopted Resolution No. 2024-08 approving Amendment No. 1 to the Agreement, increasing the total Contract Sum under the Agreement by $450,000 for plan checks, inspections and related administrative services; and,

WHEREAS, funds allocated to the Agreement, as amended, will be exhausted by May 2024; and,

WHEREAS, the term of the Agreement will expire on June 30, 2024; and,

WHEREAS, the amount of plan checks and inspections related to the Atwell Development and other subdivision developments have exceeded staff's expectations and has resulted in a need to increase the total Contract Sum under the Agreement by $900,000 and to extend the term of the Agreement to June 30, 2025, in order to continue receiving services under the Agreement; and,

WHEREAS, an appropriation from the General Fund in the amount of $900,000 to Account No. 001-3000-442.33-53 is required to fund Amendment No. 2 and will be directly offset by revenues collected from plan check and inspection fees collected by the Public Works Department.

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

SECTION 1. The City Council approves Amendment No. 2 to the Professional Services Agreement with Engineering Resources of Southern California, attached hereto as Exhibit A, and authorizes the City Manager to sign said Amendment.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 3. The City Clerk shall certify 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 April 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-54, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of April 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No. 2

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: **April 9, 2024**

SUBJECT: **Consideration of Resolution 2024-56, Amending the Classification & Compensation Plan for the City of Banning to Reclassify the Utility Services Assistant, Office Specialist, and Accounting Specialist Positions and Keep the Office Specialist Position Funded**

RECOMMENDATION:

Adopt Resolution 2024-56.

BACKGROUND:

It is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects budget amendments, organizational structure, and department needs.

Past City Council resolutions have identified the necessity to maintain a current Classification & Compensation Plan that reflects the nature of work and organizational structure, that the plan is updated to reflect both market changes and appropriate compensation for work performed.

JUSTIFICATION:

The City is currently in the User Acceptance Testing (UAT) phase of implementing Oracle's NetSuite for Government software. The objective of the reorganization is to have a centralized approach to invoice entry. Currently invoice entry happens at the Department level and centralizing this process will make for a more timely, streamlined, and efficient process. The Accounts Payable group will work under the Administrative Services Department within Finance's oversight. Proposed changes to the Classification & Compensation Plan include:

- Reclassification of Utility Services Assistant (1) to an Accounting Specialist. The Utility Services Assistant to be unfunded.
- Reclassification of Accounting Specialist (1) to an Accountant I.
- Addition of an Accounting Specialist
- Accounts Payable to have Accounting Specialists (2) and an Accountant I (1).

FISCAL IMPACT:

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Based Wage Difference

Utility Services Assistant to Acct Specialist/G58	$ 67,130.00	$ 65,226.00	$ 1,904.00
Acct Specialist/G58	$ 54,880.00	$ 0.00	$ 54,880.00
Acct Specialist to Accountant I/G61	$ 65,364.00	$ 63,832.00	$ 1,532.00
Total Fiscal Impact			**$ 58,316.00**

ALTERNATIVES:

1. Adopt Resolution 2024-56, as recommended
2. Adopt Resolution 2024-56, with modifications
3. Do not approve Resolution 2024-56 and provide alternative direction to staff.

ATTACHMENTS:

2. Resolution 2024-56, Class Comp.docx

RESOLUTION 2024-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING TO RECLASSIFY THE UTILITY SERVICES ASSISTANT AND ACCOUNTING SPECIALIST POSITIONS AND KEEP THE ACCOUNTING SPECIALIST POSITION FUNDED

WHEREAS, it is necessary to amend the City's Classification & Compensation Plan from time to time to maintain a current plan that reflects the nature of work, organizational structure, or otherwise; and

WHEREAS, the proposed reclassification of the select positions set forth in Section 1 of this Resolution will centralize the Fiscal Services Department's Accounts Payable functions; and

WHEREAS, changes to job descriptions, job titles, and/or pay ranges require City Council approval.

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

SECTION 1. The City Council approves the following updated position control for Fiscal Year 2023-24: (1) reclassification of Utility Services Assistant (unfund) to Accounting Specialist (G58); and (3) reclassification of Accounting Specialist (1) to Accountant I (G61) and leaving the Accounting Specialist funded.

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 April 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-56, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of April 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:	**April 9, 2024**
SUBJECT:	**Discussion of City Council, City Clerk and City Treasurer Salary Increases**

RECOMMENDATION:

Discussion of City Council salary increases and provide direction to City Manager:
1) Does the City Council want an ordinance prepared to consider salary increases?
2) What amount of increase should be included in an ordinance, if desired?

BACKGROUND:

Existing law authorizes a city council to enact an ordinance to provide each member of the city council a salary based upon the population of the city, as specified. Existing law further authorizes that amount to be increased by the city council by an amount that does not exceed five percent (5%) for each calendar year from the operative date of the last adjustment of the salary that is in effect when the increase is enacted. Existing law provides for the procedures by which a city may enact ordinances.

- The Bill would increase the maximum amount of salary that may be approved by an ordinance passed by the city council as specified based upon the population of the city.
- This Bill would authorize the salary of council members to be increased beyond the specified maximum to an amount not exceeding the following: (1) The greater of either five percent (5%) for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted, or (2) an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index (which shall not exceed 10% for each calendar year).
- The Bill would require the city council to consider the adoption of an ordinance to increase council member compensation in open session during at least two regular meetings of the city council.

The compensation schedule for general law cities has not been adjusted since 1984, which has resulted in city council compensation falling behind the rate of inflation. SB 329 amended Section 36516 of Government Code to read:

A city council may enact an ordinance providing that each member of the city council shall receive a salary based on the population of the city as set forth in paragraph (2).
(2) The salaries approved by ordinance under paragraph (1) shall be as folows:

A. In cities up to and including 35,000 in population, up to and including nine hundred fifty dollars ($950) per month.
B. In cities over 35,000 up to and including 50,000 in population, up to and including one thousand

two hundred seventy-five dollars ($1,275) per month.

The population of a city is determined by the last preceding federal census, or a subsequent census, or estimate validated by the Department of Finance. The salary of council members may be increased beyond the amount provided in the subsection by an ordinance or by an amendment to an ordinance, but the amount of the increase shall not exceed the greater of either an amount equal to 5 percent for each calendar year from the operative date of the last adjustment of the salary in effect when the ordinance or amendment is enacted or, an amount equal to inflation since January 1, 2024, based upon the California Consumer Price Index, which shall not exceed 10 percent for each calendar year. An ordinance cannot be enacted or amended to provide automatic future increases in salary.

The city council shall consider the adoption of an ordinance to increase compensation in open session during at least two regular meetings of the city council. At the first meeting, the city council shall present the proposed ordinance, which shall include findings demonstrating the need for the increased compensation. The ordinance shall not be adopted at the first meeting. At least seven days after the first meeting, the city council shall hold a second meeting to consider whether to adopt the ordinance.

JUSTIFICATION:

The last increase to city council salaries was December 2006 when salaries were set a $390 per month, after adoption of Ordinance 1354 on October 24, 2006.

FISCAL IMPACT:

If the City Council increases salaries to the maximum of $950 per month, the annual fiscal impact will be $33,600.

ALTERNATIVES:

Not applicable.

ATTACHMENTS:

1. Ordinance No. 1354 city council salaries.pdf

ORDINANCE NO. 1354

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTION 2-2.1 OF THE BANNING MUNICIPAL CODE REGARDING COMPENSATION OF CITY COUNCIL MEMBERS IN THE AMOUNT AND AT THE TIME ALLOWED BY LAW

THE CITY COUNCIL OF THE CITY OF BANNING DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Section 2-2.1 of the Banning Municipal Code is hereby amended to read in its entirety as follows:

"Section 2-2.1

(a) Pursuant to California Government Code § 36516(a)(1), each council person shall receive a monthly salary of $300.00.

(b) Pursuant to California Government Code § 36516.5 the increase in salaries provided for in subsection (c) shall become effective upon the seating of the next succeeding council following the November, 2006 municipal election.

(c) In accord with the provisions of Government Code Section 36516 et seq., the compensation of members of the city council is hereby increased by 30% percent over the amount established for calendar year 2000, for service commencing in December 2006. The total compensation as so increased shall be $390 per month and shall take effect as to all members of the city council only upon the commencement of the new or re-elected term of office by any member of council, as provided in Government Code Section 36516.5."

SECTION 2. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 3. NON-EXCLUSIVITY. Nothing in this Ordinance shall limit or preclude the enforcement of other applicable laws.

SECTION 4. EFFECTIVE. This Ordinance shall take effect thirty (30) days after its enactment in accord with California law.

SECTION 5. PUBLICATION. The City Clerk is directed to cause this Ordinance to be published within 15 days of its passage in a newspaper of general circulation published and circulated within the City of Banning.

PASSED, APPROVED, AND ADOPTED this 24th day of October, 2006.

John Machisic, Mayor
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT

Burke, Williams & Sorensen, LLP
Deputy City Attorney

ATTEST

Marie A. Calderon, City Clerk

CERTIFICATION:

I, Marie Calderon, City Clerk of the City of Banning, California, do hereby certify that the foregoing Ordinance No. 1354 was introduced at a regular meeting of the City Council of the City of Banning, California held on the 10th day of October 2006 and was duly adopted at a regular meeting of the City Council held on the 24th day of October, 2006, by the following roll-call vote, to wit:

AYES:	Councilmembers Hanna, Palmer, Salas, Welch, Mayor Machisic
NOES:	None
ABSENT:	None
ABSTAIN:	None

Marie A. Calderon, 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:	**April 9, 2024**
SUBJECT:	**City Donation Policy Discussion**

RECOMMENDATION:

Discussion item only.

BACKGROUND:

The City of Banning Donation Policy (attached) was approved in 2015 and updated in 2018. This is an administrative policy approved by the city manager. The entire Administrative Policy Manual is undergoing review and updates as time permits. This item has been added to the agenda for discussion as requested by Councilmember Flynn.

Donation policies from other California Cities have been attached for reference.

JUSTIFICATION:

Requested by a member of the City Council.

FISCAL IMPACT:

TBD

ALTERNATIVES:

1) Direct City Manager to prepare changes to policy;
2) Take no further action.

ATTACHMENTS:

1. City of Banning Donation Policy.pdf
2. Los Gatos Solicitation and Donation Policy.pdf
3. City of Saratoga Donation Policy_.pdf
4. City of Goleta Donation Policy.pdf
5. City of Riverside Donation Policy.pdf

CITY OF BANNING ADMINISTRATIVE POLICY		
Subject: Donations to City Funds and Programs/Administration		Policy No. **B-27**
Reference:	**Effective: 4/2015** **Review Date: 7/2018**	Page No. 1 of 4

Attached is Donations to City Funds and Programs/Administration Policy

City of Banning

Donations to City Funds and Programs/Administration

Effective Date: 4/2015
Review Date: 7/2018
Prepared by: Administrative Services

Approved:

Department

City Manager

PURPOSE:

The City of Banning recognizes that there are programs administered by the City that residents may wish to support by donating cash, equipment, or materials and supplies. This policy outlines the parameters under which the City will accept a donation and how the funds will be administered and accounted for.

- Provide procedures related to the requirements for acceptance of cash donations.
- Ensure that City departments are accountable for proper documentation, administration and activities, in accordance with donor instructions and as a fiduciary custodian of such donations. .

POLICY:

Approval of Donations

Prior to acceptance of cash, equipment, or materials and supplies for any City fund, program or activity, the City Manager or the City Council (as outlined in this policy) must approve acceptance of the donation and establishment of a new trust fund (where required).

Donation Requirements

Donations must reflect positively on the City or its image (e.g., donations from an organization or individual known to promote or permit discriminatory practices or behavior would be unacceptable). Donations must relate to City approved programs, projects, or activities.

Donations in an amount less than $1,000 will, at the discretion of the City Manager, be placed in an appropriate line item account and fund related to the purpose of the donation. Amounts greater than $1,000 must be approved by the City Council and will be placed in a fiduciary type (then existing or newly created) fund dedicated solely for the purpose of that donation. The City reserves the right to decline any donation with restrictions that would create an undue administrative burden upon the City.

Donation amounts greater than $250 will be acknowledged in writing by the City. Consistent with IRS regulations, non-cash donations will not stipulate a value but will simply provide a description of what was donated. In the latter case, the donor should consult a tax expert, but in any event, is responsible for assigning a value for taxable write off purposes.

Donation Submittal Process

A donor may obtain a donation submittal form from the City or simply submit a letter to the City along with the donation amount. The form or letter should indicate for what purpose the donation is made and any restrictions the donor would like placed on the donated funds. The City will provide written acknowledgement of the donation and related restrictions. The acknowledgement will also note how the City will account for the funds.

Maintenance and Monitoring of Donations

Donations which are determined to not require a new fund, but instead are deposited into a fund already established for the purpose the donation was given, will receive the accounting and reporting accorded that particular fund. Any donation set up as its own distinct fund will be handled consistent with government fund accounting. Reporting on that fund will be provided with the annual audited financial statements. Any donor desiring information prior to issuance of the audited financial statements can request, on a quarterly basis, unaudited information by contacting the City Finance Department.

City of Banning
DONATION ACCEPTANCE FORM

Per City of Banning Policy gifts, grants, or bequests of less than $1,000 in value may be accepted by the City Manager. Anything $1,000 or above shall be approved by the Banning City Council.

Acceptance of Monetary Gifts, Grants and Other Revenues from Private Sources

Donor (Entity Name):		
Recipient Organization:		
Are Funds to be used for a Specific Purpose?	No ☐ (General Donation)	Yes ☐
If for a Specific Purpose Description is Required:		
Amount($):		

Acceptance of Non-Monetary Gifts, Grants and Other Revenues from Private Sources

Type of Item Donated:	**Purpose:**

Approval Signatures

City Manager's Approval	Yes ☐	No ☐	**Signature:**_____
			Date:_____
City Council Approval	Yes ☐	No ☐	**Signature:**_____
			Date:_____

CITY COUNCIL AGENDA

DATE: May 12, 2015

TO: CITY COUNCIL

FROM: Dean Martin, Interim Administrative Services Director

SUBJECT: Donations to the City

RECOMMENDATION: Approve the attached administrative policy governing donations to cash, goods, or services to the City.

JUSTIFICATION: Periodically, the City receives donations for specific purposes. It is in the best interests of the City to accept certain donations that provide value and which may reduce use of City resources.

BACKGROUND: From time to time citizens and others desire to make donations of materials. goods, services, or cash to the City in furtherance of a specific goal or purpose, or program. The City desires to accept such donations that contribute toward meeting a City goal or promoting the City to others. However, the donation must be clearly beneficial to the City and not create a burden. The attached policy outlines the guidelines for acceptance of a donation including accounting and reporting requirements.

The Policy has been reviewed and recommended for approval by the Budget and Finance Committee subject to the marked revisions.

FISCAL DATA: There is no immediate fiscal impact to the City. Future donations could, in come cases, reduce the use of City resources for a specific project or event.

RECOMMENDED BY:

Dean Martin
Interim Administrative Services Director

APPROVED BY:

James E. Smith
Interim City Manager

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Title: Solicitation and Donation Policy	Policy Number: 2-17
Effective Date: 10/6/15	Pages: 4
Enabling Actions:	Revised Date:
Approved:	

PURPOSE

The purpose of this policy is to effect Town donations and solicitations in a manner that complies with both the letter and spirit of California ethics laws and, within that that framework, to expand the potential for community donations by establishing a mechanism by which individuals and organizations may be more readily advised of donation opportunities.

SOLICITATION GUIDELINES

Targeted Solicitation

Targeted solicitation is defined as the direct petition or contact of specific individuals, companies, foundations or other entities initiated by the Town Council and other elected officials, Council advisory bodies, and Town employees herein called "Town Officials" for the purpose of receiving goods, services, or other contributions for the Town. Targeted solicitation excludes the direct petition for government, private, or non-profit grants for Council-approved programs, projects, and services. Unless prior approval has been given by the Council, Town Officials shall not engage in targeted solicitation activities on behalf of the Town.

BROAD OUTREACH GUIDELINES

Broad Outreach

Broad outreach is defined as the process of informing a broad spectrum of individuals, companies, foundations, non-profit organizations, or other entities of donation opportunities through various communication vehicles, including but not limited to written, electronic, or internet-related publications, flyers, brochures, news releases, and television or radio announcements. Broad outreach is permitted by the Town Manager or designee subject to the guidelines provided in this policy.

The following broad outreach guidelines apply when communicating a Town need for goods, services, or other contributions:

- Broad outreach must relate to a Town Council-approved purpose, service, project, or program.
- Broad outreach for goods, services, or other contributions should be made by using a variety of communication methodologies to ensure outreach to the entire community.
- Donations shall not be made under the guise, pretense, or presumption of receiving official Town endorsement or approval of the donating party, product, project, or activity.

PROCEDURE FOR ESTABLISHING COUNCIL APPROVED TOWN NEEDS

The Council shall direct the Town Manager to develop a list of recommended Town needs for donation opportunities. Council consideration and approval of the list of Town needs may occur as part of the annual operating and capital budget development process and can be amended by Council at any time.

DONATION ACCEPTANCE GUIDELINES

All goods, services, or other contributions offered by individuals, companies, foundations, non-profit organizations, or other entities will be considered for acceptance or rejection, including items offered for donation that are identified on a Council approved list of needs. The acceptance of all donations to the Town will be based on the following guidelines.

- Purpose of the donation.
- Community or municipal need for the donation.
- Compatibility of the donation with Los Gatos Municipal Code, policies, programs, and other applicable laws.
- Timeliness of the donation as it relates to implementation.
- Level of benefit and financial impact to the Town.

All donations should be reviewed by the Town Manager or designee in advance of acceptance to ensure consistency with established policy guidelines.

AUTHORITY TO ACCEPT DONATIONS

The authority to accept all donations is based on the market value of the donation as reasonably determined.

Donations $25,000 and Under

The Town Manager or designee is authorized to accept or reject all minor donations that have a market value equal to or less than $25,000.

Donations over $25,000

The Town Council shall consider and accept or reject all major donations that have a market value greater than $25,000.

Ongoing Annual Donations from 501(c)(3) Organizations dedicated to supporting specific Town Departments in Offering Community Services:

- Potential uses for donation funds will be discussed and agreed upon with the respective non-profit bodies, in accordance with the Council approved Solicitation and Donation Policy.
- Funds donated will be placed into accounts as designated by the Finance Director.
- The departments may expend donated funds once received and deposited into the appropriate account only for items identified on the Council approved Town of Los Gatos Donation Opportunities List of Town Needs, which is approved annually with the Town's operating budget.
- At the end of each fiscal year, a written listing of items purchased from these accounts, in accordance with the Donation Policy, shall be provided to the Town Manager and Town Council.

PROCEDURES FOR ACCEPTING MAJOR DONATIONS

For all major donations, a staff report, containing analysis based on the donation acceptance guidelines established in this policy, will be written to guide the Council when considering major donations. The report will also provide donation recognition alternatives for Council consideration should the donation be accepted. The Council will determine on a case by case basis if the donation should be accepted or rejected.

DONOR RECOGNITION GUIDELINES

Acceptance of donations shall be acknowledged by the Town. Donation recognition practices shall be implemented in a consistent manner and adhere to Town Municipal Code, all applicable laws, regulations, and policies. Recognition of donations will be determined by the Council or Town Manager and shall be consistent with acceptance requirements of this policy and the guidelines set forth below:

Donations accepted by the Town may be acknowledged through one or more of the forms of recognition as indicated below. Other forms of recognition may be approved by the Town Council via resolution if compelled by special circumstances which shall be specified in the resolution.

- Written and/or verbal recognition.
- Public recognition at Town Council meetings.
- Inclusion in Town public communication materials, such as electronic media and selected publications.
- Plaques.

Plaques may be used to commemorate donations accepted by the Town from persons, businesses, and organizations according to the following standards:

Plaques used for recognition purposes may be affixed to an appropriate Town facility, which includes, but is not limited to a building or any portion thereof, structure, equipment, furniture or natural asset. Plaques shall include the name(s) of the person(s) being recognized and applicable date, with standard wording limited to:

- The Town of Los Gatos recognizes and appreciates _____ [and his/her family] for [his/her/their] donation to [identify facility].
- The Town of Los Gatos recognizes and appreciates _____ [business or organization] for its donation to [identify facility].
- The Town of Los Gatos recognizes and appreciates _____ for [his/her/its] donation to [identify facility] in the name of _____.
- Or language acceptable to the Town Council.

The size of the plaque shall not exceed 8"x10," unless the number of donors exceeds the allowable space. For multiple donors, the names of the donors should be proportioned thereto, and the size of the plaque shall not exceed four (4) square feet. The location, materials, size and color of plaques shall be consistent with acceptance requirements of this policy or by Council on a case by case basis should special circumstances exist, which shall be specified in a resolution. Unless compelled by special circumstances and approved by the Town Council via resolution, Town facilities shall not be named after an individual, group, organization or business as a result of any donated good, service, or other contribution to the Town.

APPROVED AS TO FORM:

Robert Schultz, Town Attorney

City of Saratoga
Donation Policy

I. Purpose

Members and supporters of the Saratoga community from time to time wish to support the community by making donations to the City of Saratoga. The City Council appreciates this generosity and has adopted this policy regarding donations to the City of Saratoga, including City departments and City sponsored programs, activities, and events. (This policy is distinct from the Employee Gifts Policy, which provides City of Saratoga employees with a clear standard about when it is acceptable and prohibited to accept gifts from a member of the public, a business, an organization, or other entity.)

II. Definitions

1. Donation: a contribution made to the City without expectation of goods, services, or significant benefit or recognition in return. Donations may be in the form of money or in-kind contributions of products, services, investment securities, real property (land), or any combination thereof. A donation may be unrestricted, where the donor has placed no limitation on its use, or restricted, where the donor has restricted its use to a specified purpose. Donations that, if accepted, would obligate the City to enter into a service, procurement, or other agreement shall not be considered a donation. Grants to the City from a local, state, or federal agency are not subject to this policy.

2. Donor: Any organization or individual who provides the City with a donation.

3. Donation Agreement: An agreement between the City and the donor that details any restrictions on a donation as well as the respective obligations of the donor and the City.

4. Fundraising: Any activity conducted with the intent of generating donations to the City. Fundraising activities may include, but are not limited to, promoting endowment programs, program adoption or pledge drives, and contacting individuals, companies, foundations, or other entities with a request for a donation to the City.

III. General Provisions

1. The City welcomes unrestricted donations as well as restricted donations that enhance City services, reduce costs that the City would incur in the absence of the donation, or that otherwise provide a benefit to the City. The City may decline any donation without comment or cause.

2. Donors shall not expect, nor shall the City grant, any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or

operations of the City. To avoid the possible appearance of extra considerations, members of the Planning and Heritage Preservation Commissions and staff of the Community Development Department are not authorized to solicit donations to the City.

3. No City Council member, Commissioner, employee, or volunteer shall solicit donations in excess of $500 in money or in-kind services for any City project, program, activity, or event ("supported activity") unless the City Council has approved a fundraising plan for the supported activity. A recommended form for a fundraising plan is attached as Exhibit A to be revised as appropriate for the fundraising goal and type of supported activity in question.

4. Donations must be directly related to providing goods or services to the public or for another valid public purpose. Donations may not be used for personal financial gain of any City elected or appointed official or employee.

5. The net benefit of a donation should be considered when determining whether to accept a donation. Net benefit includes all lifecycle costs of ownership, including maintenance, repair, clean-up, administrative, and any potential liability or expenses that may be associated with the donation.
   a. Donations may not be used to implement new on-going programs or services unless a permanent source of revenue is identified to support the program or service.
   b. Potential costs and liabilities should be considered if a donation of personal property or of a service does not include the same indemnification, insurance, bonding, or warranties that the City would normally receive through procurement of personal property or services.
   c. Real property may be donated to the City provided that it will not expose the City to an unreasonable risk of litigation or liability, because of the physical condition of the property or existence of claims, liens, and encumbrances against the property.

6. Council members and other City officials are responsible for reporting fundraising activities and donations as required by applicable laws and regulations.

IV. Procedures

1. Unrestricted donations of $5,000 or less may be accepted by the City Manager. Restricted donations of $500 or less may be accepted by the City Manager. Unrestricted donations of more than $5,000 and restricted donations of more than $500 must be brought to the City Council for approval and acceptance. The City Manager may accept or decline any donation in the City Manager's sole discretion and may choose to request City Council consideration of any donation.

2. The City Manager may accept or decline any donation in the City Manager's sole discretion and may choose to request City Council consideration of any donation. ~~The City Manager shall report to the City Council on all donations in excess of $1,000 at a City Council meeting within thirty days of accepting the donation.~~

3. The City Council shall consider proposed ~~unrestricted~~ donations beyond the authority of the City Manager set forth above~~, all proposed restricted donations,~~ and proposed donations referred to it by the City Manager. The City Council may accept or decline any donation at its sole discretion.

4. All donations will receive appropriate recognition as determined by the City Manager or City Council at the time the donation is accepted, taking into consideration the nature and level of the donation. Upon request of the donor or if specified in a City-initiated request for donors, limited forms of promotional activity (such as logo or name placement on signs, flyers, and other materials related to a program or activity supported by the donation) are permitted. The appearance of traditional commercial advertising should be avoided and the size of donor recognition should be in keeping with the size of non-recognition information used in the materials. The agreed upon form of recognition should be identified in the donor receipt or a donation agreement. Any naming of City parks, property, or facilities shall follow the guidelines set forth in the City's Policy Pertaining to Naming City-Owned Land and Facilities.

5. When donations with a value in excess of $100 are accepted or upon the request of the donor, the City will issue the donor a receipt indicating the amount of the donation or describing the goods or services donated within 30 days of receiving the donation. (In accordance with the Internal Revenue Code the City does not provide an estimated value of in-kind donations; donors may refer to IRS Publication 561 for more information on valuing donated property.) The donation receipt shall also include the date of the donation, the name of the donor, the purpose of the donation (if a restricted donation), a brief description of any public recognition that will be made by the City, and note that the donor received no goods or services in exchange. The original receipt shall be submitted to the donor and the City shall retain a copy. A sample donation receipt is attached as Exhibit B.

6. Before acceptance of a restricted donation valued at more than $500 or an unrestricted donation valued at more than $5,000, the respective obligations of the donor and the City shall be set forth in a donation agreement. A sample donation agreement is attached as Exhibit C. The City Manager or City Council may require donation agreements for donations valued at ~~$5,000 or less~~any amount.

7. The City shall maintain records for the receipt of all donations and shall comply with all reporting requirements and regulations including, but not limited to, FPPC

Regulation 18944.2 Gifts to an Agency. For donations that were made at the behest of a City Council member that person shall determine whether a Form 803 (Behested Payments Report) is required pursuant to the Political Reform Act.

EXHIBIT A – FUNDRAISING PLAN FORM

City of Saratoga Fundraising Plan

Fundraising Plan Title & Purpose: ***Please provide a title and description for your fundraising project.***
Fundraising Participants: ***Please list the names for all groups and individuals that will be conducting fundraising.***
Donation Type/Amount: ***Please describe the types and amount of donations that will be sought.***
Anticipated Donors: ***Please describe who will be approached for donations.***
Donor Recognition Plan: ***Please describe how donors will be recognized.***

Fundraising Timeline:	
Council Review of Fundraising Plan:	
Fundraising Start:	
Fundraising Completion:	
Council Review of Donations:	
Donor Recognition Complete:	

Restrictions/Reporting: ***Please identify any restrictions or reporting requirements associated with this fundraising plan.***

EXHIBIT B – SAMPLE DONATION RECEIPT

City of Saratoga Donation Receipt

This is to confirm that on _____ [insert date] the City of Saratoga received from _____ [insert donor name and address]:

- ☐ a monetary contribution of $_____
- ☐ a non-monetary contribution consisting of [describe goods, services, property, securities, etc.]:

No goods or services were provided by the City of Saratoga in return for the contribution.

The City sincerely appreciates your donation.

_____
Mary Furey
Administrative Services Director
City of Saratoga

EXHIBIT C – SAMPLE DONATION AGREEMENT

City of Saratoga
Standard Donation Agreement

The undersigned Donor wishes to make a donation to the City of Saratoga as described in more detail below.

Donor is (check and complete all that apply):

- ☐ donating $_____ in a lump sum
- ☐ donating $_____ in _____ (monthly, quarterly, etc.) payments of $_____ in _____ installments.
- ☐ donating the following (describe products, services, investment securities, real property, etc.):

☐ If this box is checked the City's acceptance of the donation described above is subject to the conditions specified on Attachment 1.

☐ If this box is checked this donation is restricted to the following uses:

City will publicly recognize donor by (describe recognition):

☐ If this box is checked this donation is being made at the behest of Council Member/Commissioner/City Staff Member _____.

In connection with administering this agreement, Donor and City shall work through the following primary representatives:

	City of Saratoga	**Donor**
Primary Representative:		
Address:		
Telephone: Fax: Cell Phone:		
E-mail:		

In addition to the foregoing, Donor and City understand and agree that:

1. The City will provide Donor with a donation receipt indicating the amount of the donation or estimated value of goods or services donated within 30 days of receiving the donation.

2. Donor's contribution to the City will be recognized publicly as described above.

3. Except as provided above, the City may use the donation in any manner at its sole discretion and Donor has no right or obligation to control City's use of the donation.

4. Donor has not and will not receive any goods or services in exchange for the donation and the City will not grant any extra consideration to the donor in relation to City procurement, regulatory matters, or any other business, services, or operations of the City.

5. Donor confirms that unless indicated otherwise above this donation is not made at the behest of a City Council Member or of any member of the Planning or Heritage Preservation Commissions or staff of the Community Development Department.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

Donor

_____

_____ _____

Name *Title*

Date: _____

City of Saratoga

_____

James Lindsay, City Manager

Date: _____

ATTEST:

_____

Crystal Bothelio, City Clerk

Date: _____

APPROVED AS TO FORM:

_____

Richard Taylor, City Attorney

Date: _____

663906.5

CITY OF GOLETA
DONATION AND GIFT POLICY

Section 1. Purpose

The purpose of this policy is to establish a formal process for acceptance and documentation of donations made to the City. This policy provides guidance when individuals, community groups, and businesses wish to make donations to the City. This policy also establishes the standards for City employees and City officials regarding the acceptance of gifts during the performance of City business.

Section 2. Types of Donations

Donations may be offered in the form of cash, real or personal property. Designated donations means those donations that the donor specifies for a particular City department, location, or purpose. Undesignated donations means those donations that are given to the City for an unspecified use.

Section 3. Consistency with City Interests

Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of Goleta. The City must always consider the public trust and comply with all applicable laws when accepting donations.

Section 4. Acceptance of Undesignated Donations of Cash or Tangible Items

All donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration for acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation. The following points list the threshold amounts for donation acceptance.

A. Offers of donations of cash or items valued at $5,000 or below may be accepted by a Department Director.

B. Offers of donations of cash or items valued more than $5,000 and up to $10,000 may be accepted by the City Manager.

C. Offers of donations of cash or items valued more than $10,000 must be accepted by the City Council. Donations valued at more than $10,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council.

D. Offers of donations for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, department or the City shall be made available to benefit all employees.

Section 5. Acceptance of Designated Donations of Cash or Tangible Items

Based on the value of the donation offer as outlined in Section 3 above, appropriate City staff will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation. Criteria for the evaluation include but are not limited to:

A. Consideration of an immediate or initial expenditure is required in order to accept the donation;

B. The potential and extent of the City's obligation to maintain, match, or supplement the donation;

Section 6. Acknowledgement of Donations

A. A Donation Acceptance Form is required to be completed by the receiving Department Director or the City Manager's Office for all donations provided to the City (form attached).

B. Acknowledgement of the donation should be in writing and be the responsibility of the Department Director who is the beneficiary of the donation. Undesignated donations shall be acknowledged by the City Manager. A copy of the acknowledgement agreement should be forwarded to donors.

C. The Donor Acceptance Form including the donor names and donation amounts are public information subject to disclosure pursuant to the California Public Records Act.

Section 7. Declined Donations

A. The City of Goleta reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to be not in the best interests of the City.

Section 8. Distribution of Donation

A. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director or City Manager, disposed of in an appropriate manner according to this policy.

B. Donations of cash for designated donations will be deposited into the appropriate revenue account for the designated City department.

C. Donations of cash for undesignated donations under $5000 will be deposited into the City's General Fund donation account. Undesignated donations in the amount of $5,000-$10,000 will be designated to the Community Projects Grant Program. Undesignated donations in an amount over $10,000 will be distributed at the direction of City Council.

Section 9. Dissemination of Information

A. A copy of each Donation Acceptance Form for accepted donations shall be forwarded for information to the City Council by the City Manager's Office.

B. A copy of each Donation Acceptance Form for accepted donations shall be forwarded for information to the Finance Department and the designated department for which the donation was assigned.

C. Each original Donation Acceptance Form shall be maintained by the City Clerk's Office.

Section 10. Acceptance of Gifts to Employees and/or Elected Officials of the City

A. Employees and or elected officials of the City shall follow the provisions listed in City of Goleta Ordinance No. 04-03, Code of Ethics and City of Goleta Resolution No. 04-56, Conflict of Interest Code as they relate to the receipt of gifts.

B. Employees and officials of the City are required to be objective and fair in dealing with the public and persons or firms doing business with the City. Employees shall not solicit or accept gifts or gratuities for the performance of their City job responsibilities.

C. No City official or employee shall directly or indirectly solicit, accept, or attempt to accept any money, fee, credit, gift, gratuity, object of value, or compensation of any kind which the official or employee knows, or has reason to know is being offered:

    1. For the purpose of improperly obtaining or rewarding favorable treatment;
    2. With interest to influence the official or employee in the discharge of official duties or;

3. In consideration of having exercised official powers or performed official duties.

D. Anonymous gifts shall be delivered to the City Manager for appropriate disposition.

E. This policy does not prohibit a City official from accepting anything of value by way of a gift when such a gift is made to and accepted on behalf of, the City of Goleta. All such gifts to the City shall be forwarded to the City Manager for compliance with this policy whenever possible; the City Manager will ensure that all such gifts are shared by all City staff. An example of such gifts would be those received during holiday periods.

F. Under the Political Reform Act, public officials and employees are required to disclose certain personal financial holdings as outlined in California Government Code sections 81000-91014. The Fair Political Practices Commission requires all public officials and employees to file a 'conflict-of-interest statement,' known as Form 700. In Schedule D of Form 700, details requirements in reporting gifts of a dollar value and shall be used.

CITY OF GOLETA
DONATION ACCEPTANCE FORM

Name of Donor:_____

Address:_____ City: _____ State: _____ Zip:_____

Description of donation: _____

_____

Donor estimate of current value: _____

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: _____

_____

Intended use: _____

_____

Conditions of acceptance or donor designation: _____

_____

Remarks: _____

_____

City Department receiving donation: _____

APPROVED / DISAPPROVED

_____ _____
Date Department Head Signature

_____ _____
Date City Manager Signature

_____ _____
Date Submitted to Council Date Approved by Council

_____ _____
Date Mayor Signature

NOTE: The City of Goleta cannot guarantee future funding for repair, maintenance, use or replacement of donated items.

cc: City Council, Finance Department, City Clerk

CITY OF GOLETA, CALIFORNIA

DONATION AND GIFT POLICY ACKNOWLEDGEMENT

I have received and read the City of Goleta Donation and Gift Policy and understand its provisions. I further understand that when I sign this acknowledgement form it will be placed in my personnel file.

_____

Employee (PRINT NAME)

_____

Signature

_____

Date

City of Riverside
Administration Manual

Effective Date:	07/2017	*Approved:*
Last Review Date:	03/2023	
Latest Revision Date:	03/2023	
Next Review Date:	01/2026	
Policy Owner(s):	Finance Department	Department
		Mike Futrell (Apr 25, 2023 13:22 PDT)
		City Manager

SUBJECT:

Minor Donation Acceptance Policy

PURPOSE

To provide guidelines and an efficient and effective process for accepting gifts and minor monetary donations in a responsible, transparent, and accountable manner that is consistent with the City's goals.

POLICY:

Donation Defined

A gift or donation is defined as any item of value given to the City by a donor who expects nothing significant of value in return, other than recognition and disposition of the gift in accordance with the donor's wishes. Donation should not be confused with a Grant. Grants, contracts, and cooperative agreements are externally-funded activities in which a formal written agreement is entered into by the City and by the sponsor. A sponsored project may be thought of as a transaction in which there is a specified statement of work with a related, reciprocal transfer of something of value.

Types of Donations

Donations may be offered in the form of cash, and real or personal property. Designated donations means those donations that the donor specifies for a particular City department, location, or purpose. Undesignated donations means those donations that are given to the City for an unspecified use.

Consistency with City Interests

Designated donations may only be accepted when they have a purpose consistent with the City's goals and objectives and are in the best interest of Riverside. The City must always consider the public trust and comply with all applicable laws when accepting donations.

Acceptance of Undesignated Donations of Cash or Tangible Items

With the exception of Library and Museum donations which are governed by Section 808(f) of the City Charter and Section 2.12.020(f) of the Riverside Municipal Code, respectively, all other donations to the City, including offers to employees related to the City, shall immediately be submitted for consideration of acceptance. Based on the value of the donation offered as outlined below, appropriate City staff shall review every donation and determine if the benefits to be derived warrant acceptance of the donation as they relate to City Council goals and objectives. The following lists the threshold amounts for donation acceptance on behalf of the City.

A. Donations of cash or items valued at $2,500 or below may be accepted by a Department Director or in the case of Elected Officials by the elected individual or that individual's designated representative.

B. Donations of cash or items valued more than $2,500 and up to $25,000 may be accepted by the City's Chief Financial Officer/City Treasurer with authority to appropriate these funds and the funds in Section A in designated accounts as determined by the City's Accounting Division.

C. Donations of cash or items valued more than $25,000 must be accepted by the City Council. Donations valued at more than $25,000 shall be accepted through a written agreement consistent with these guidelines and approved by the City Council. Donations designated to the Department of Public Utilities that are valued in excess of $50,000 shall also be approved by the Board of Public Utilities, per Charter section 1202(b).

D. Donations for gratuitous purposes (e.g. holiday gift baskets, etc.) to any employee, division, department, agency, office, or the City shall be made available to benefit all employees.

Acceptance of Designated Donations of Cash or Tangible Items

Based on the value of the donation offer as outlined above, appropriate City staff will review the conditions of any designated donation and determine if the benefits to be derived warrant acceptance of the donation based on the donations "public good" and the goals and objectives of the City Council. Acceptance shall also take into account the potential and extent of the City's obligation to maintain, match, or supplement the donation.

Acknowledgement of Donations

A. A Donation Acceptance Form is required to be completed by the receiving Department Director or Elected Official and/or the Finance Department for all donations provided to the City (form attached).

B. Acknowledgement of the donation should be in writing and be the responsibility of the Department Director or Elected Official who is the beneficiary of the donation. Undesignated donations shall be acknowledged by the Chief Financial Officer/ City Treasurer and/or the City Manager. A copy of the acknowledgement document should be forwarded to donor(s).

C. The Donor Acceptance Form including the donor names and donation amounts are public information subject to disclosure pursuant to the California Public Records Act.

D. Every donation received by staff for the preceding year will be compiled into a report that will be forwarded to the City Council every April for the preceding calendar year.

Declined Donations

The City of Riverside reserves the right to decline any donation if, upon review, acceptance of the donation offer is determined in the sole discretion of the City to be not in the best interests of the City.

Distribution of Donation

A. Tangible items will be distributed to appropriate City departments for use or, at the discretion of the Department Director, Elected Official or City Manager (or designee), disposed of in an appropriate manner according to this policy.

B. Donations of cash for designated donations will be deposited into the appropriate account for the designated City department as assigned by the Finance Department or as recommended by the receiving department. In order to spend the funds received, the receiving department will complete a budget journal requesting the additional appropriation to an expense account in order to spend the donation in accordance with donor's wishes. A copy of the donation acknowledgement form and deposit receipt shall be submitted with the appropriation request. Submit to the Budget & Revenue Division for processing.

C. Donations of cash for undesignated donations less than $25,001 will be designated to the City's General Fund donation account. Undesignated donations in an amount greater than $25,000 will be distributed at the direction of the City Council.

Donation Record Keeping

A. A copy of each Donation Acceptance Form for accepted donations shall be forwarded to the Finance Department for record keeping and the designated department for which the donation was assigned.

PROCEDURE:

Responsibility	Action
Department Head or Elected Official	Accepts donations from $0 - $2,500, completes Donation Acceptance Form and forwards the original to the City Clerk for filing with a copy to the Finance Department.
Receiving Department	Prepares a budget journal to request appropriation to spend donated funds in accordance with donor's wishes and submits to Budget Division.
City Department	Prepares departmental receipt for deposit of donated funds to City Treasury. Attaches copy of donation acceptance form and any other pertinent supporting documents to departmental receipt prior to transmission to City Treasury. Obtain account code from Finance Department to properly record deposit in the general ledger.
Chief Financial Officer	Accepts donations from $2,501 - $25,000 and completes Donation Acceptance Form and forwards copy to designated department for which the donation was assigned with the original sent to the City Clerk for filing.
Finance Department	Establishes an account number for donation. Creates separate accounts for donation as warranted.
Treasury	Deposits cash/checks to the appropriate account. Uses copy of the

PROCEDURE:

Responsibility	Action
	Donation Acceptance Form as a receipt.
Finance Department	Maintains a list of all donations received including donor, type of donation, amount and purpose. Every April for each preceding calendar year prepares and submits a report to City Council of donations received.

SOURCE OF AUTHORITY: Adopted by City Council July 11, 2017

Attachments:

1. Donation Acceptance Form

CITY OF RIVERSIDE
Tax ID#95-600-0769
DONATION ACCEPTANCE FORM

Name of Donor: _____

Address: _____ City: _____ State: _____ Zip: _____

Description of donation: _____

_____

Donor estimate of current value: _____

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost: _____

_____

Intended use: _____

_____

Conditions of acceptance or donor designation: _____

_____

Remarks: No Goods or Services were provided by the City in exchange for the donation

_____

City Department and City Representative receiving donation: _____

Deposit Account Code: _____

APPROVED / DISAPPROVED

_____	_____
Date	Department Head /Elected Official Signature
_____	_____
Date	Chief Financial Officer Signature (if needed)
_____	_____
Date Submitted to Council	Date Approved by Council (if needed)

Note: The City of Riverside cannot guarantee future funding for repair, maintenance, use or replacement of donated items.
Original to City Clerk
cc: City Council, Finance Department, Receiving Department