AGENDA

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

May 14, 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 Ryan Houssein from Calvary Chapel Sweet Hills

1.2 PLEDGE OF ALLEGIANCE

1.3 ROLL CALL

2. AGENDA APPROVAL

2.1 AGENDA APPROVAL

3. PRESENTATION(S)

3.1 Quarterly Small Business Recognition - Reynaldo's Restaurant
Recommendation: Staff respectfully recommends City Council recognize Reynaldo's Restaurant, an exceptional small business within the City.

3.2 Proclamation - Small Business Month
Recommendation: Proclaim May 2024 as Small Business Month.

3.3 Proclamation - National Cities, Towns, and Villages Month
Recommendation: Proclaim May 2024 as National Cities, Towns, and Villages Month.

3.4 Proclamation - Building Safety Month
Recommendation: Proclaim May 2024 as Building Safety Month.

3.5 Proclamation - National Water Safety Month
Recommendation: Proclaim May 2024 as National Water Safety Month.

3.6 Proclamation - Kids to Parks Day 2024
Recommendation: Proclaim May 18, 2024 as Kids to Parks Day

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

Revisions to Annual City Council Committee Assignments to Appoint Council Member Happe
Recommendation: Discuss and assign Council Member Happe to represent the City of Banning for the remainder of the 2024 calendar year.

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 April 23, 2024 City Council Meetings
Recommendation: Approve the minutes of the April 23, 2024 City Council Meetings.

6.2 Parks and Recreation Report of Monthly Activities through the 3rd Quarter of Fiscal Year 2023/2024 – March 2024
Recommendation: Receive and file.

6.3 Consideration of Resolution 2024-62, Authorizing the City Manager to Approve and Execute Agreements for the Sale of the Banning Electric Utility's Excess Renewable Energy Credits
Recommendation: Adopt Resolution 2024-62.

6.4 Consideration of Resolution 2024-63, Establishing Fiscal Year 2024/2025 Rates for Residential and Commercial Garbage, Recyclable and Organic Waste Collection, Transportation, Recycling and Disposal Services, and Making a Finding of Exemption Under the California Environmental Quality Act
Recommendation: Adopt Resolution 2024-63.

6.5 Consideration of Resolution 2024-64, Approving the Fifth Amendment to the Street Sweeping Services Agreement with Sweeping Corp of America (SCA) Extending the Term through Fiscal Year 2024/2025 and Increasing the Compensation of the Total Agreement Amount by $138,716 for the Extended Term
Recommendation: Adopt Resolution 2024-64.

6.6 Consideration of Resolution 2024-65, Receiving a Report in Connection with the Proposed

Collection on the 2024-25 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Accounts for Calendar Year 2023, Setting a Public Hearing on the Report and Making a Determination of Exemption Under CEQA
Recommendation: Adopt Resolution 2024-65.

6.7 Consider Resolution 2024-66, Approving an Office Lease with Riverside County on Behalf of the Emergency Management Department for Office Space within the Armory Located at 2041 W. Nicolet St. to be used by the Radio Amateur Emergency Service (RACES)
Recommendation: Adopt Resolution 2024-66.

6.8 Consideration of Resolution 2024-67, Approving the Third Amendment for Contract Services (C00698) for Landscape Maintenance Services for Park's Maintenance with Mariposa Landscapes, Inc. in the not to exceed amount of $139,787.64 for FY 2024/2025
Recommendation: Adopt Resolution 2024-67.

6.9 Consideration of Resolution 2024-68, Approving the Execution of the Low Carbon Transit Operations Program (LCTOP) Three-Year Free Fare Program
Recommendation: Adopt Resolution 2024-68.

6.10 Consideration of Completion of Various Improvements Related to the Atwell Specific Plan Development and Authorization of the 90% Bond Exoneration
Recommendation: Accept as complete various improvements related to the Atwell Specific Plan Development and authorize the 90% bond exoneration.

6.11 Consideration of Resolution 2024-69, Approving the Funding Agreement Between the City of Banning and the Riverside County Flood Control and Water Conservation District for the Banning Water Canyon Storm Water Percolation Basins Emergency Repair Project No. 5-0-10001
Recommendation: Adopt Resolution 2024-69.

6.12 Consideration of Resolution 2024-70, Approving a Professional Services Agreement with Kimley-Horn for Environmental Services for the Wastewater Treatment Plant Upgrades in an Amount Not-To-Exceed $212,181
Recommendation: Adopt Resolution 2024-70.

6.13 Consideration of Resolution 2024-71, Approving a three (3) year Contract with Option to Extend for Two (2) Additional Years with NHA Advisors, LLC for Municipal Advisory Services that will be funded via task orders per Procurement Policy requirements and approving an initial task order for $100,000 to evaluate and assess financing and other options for the Electric Department
Recommendation: Adopt Resolution 2024-71.

6.14 Consideration of Resolution 2024-72, Approving an Amendment No. 1 to the Professional Services Agreement with Eide Bailly for External Audit Services for Fiscal Year 2022-23 Cost Overruns in the Amount of $145,000 after 20 Percent Discount
Recommendation: Adopt Resolution 2024-72.

6.15 Consideration of Resolution 2024-73, Approving a Consulting Agreement for Year-End Close and Advisory Services with Eide Bailly for a Not-to-Exceed Total of $75,000 with a Term from Execution through December 31, 2024
Recommendation: Adopt Resolution 2024-73.

7. PUBLIC HEARING(S)

7.1 Consideration of Resolution 2024-74, Confirming the Levy and Collection of Assessments

within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2024/2025, Pursuant to the Provisions of Part 2 of Division 15 of the California Streets and Highways Code
Recommendation: Conduct the public hearing and if no objections to the levy and collection of the proposed assessments are received, adopt Resolution 2024-74.

8. REPORT(S) OF OFFICERS

8.1 Consideration of Resolution 2024-60, Naming the former National Guard Armory Building the Arthur 'Art' L. Welch Community Center
Recommendation: Adopt Resolution 2024-60.

8.2 Consideration of Resolution 2024-61, Approving a Professional Services Agreement with Integrity Arborist & Ecoscape, Mariposa Landscapes, Inc., and CM Landscapes for Weed Abatement Services
Recommendation: Adopt Resolution 2024-61.

8.3 Introduction and First Reading of Ordinance 1604, Repealing and Replacing Section 010 through 170 of Chapter 3.24 of the Banning Municipal Code with Section 010 through 150 to adopt City Purchasing Policy vis Resolution as defined in the Purchasing System Ordinance Chapter
Recommendation: A motion waiving full reading and introducing, as read by title only, Ordinance1604.

8.4 Consideration of Amending the City of Banning Municipal Code Requirements for Cannabis Businesses
Recommendation: Discuss and consider amendments to the City of Banning Municipal Code requirements for cannabis businesses, and provide direction to Community Development Department staff.

9. DISCUSSION ITEM(S)

10. ITEM(S) FOR FUTURE AGENDAS

10.1 NEW ITEMS
10.2 EXISTING ITEMS

1. Grow Banning (Sanchez)
2. Neighborhood Groups/Identities (Minjares)
3. Update on Community Garden (Flynn)
4. Zencity Contract (Flynn)
5. Cannabis Ordinance/Moratorium (Flynn)
6. Zoom Options for Public Meetings (Flynn)
7. Animal Shelter Services Future/Reconsideration of ARE Contract (Happe)

11. ADJOURNMENT

Next Regular Meeting – May 28, 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** **Marisol Lopez, Economic Development Manager**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Quarterly Small Business Recognition - Reynaldo's Restaurant**

RECOMMENDATION:

Staff respectfully recommends City Council recognize Reynaldo's Restaurant, an exceptional small business within the City.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Banning Small Business Recognition - May 2024.pdf

City of Banning

Small Business Recognition

PRESENTED TO

Reynaldo's Restaurant

*This City of Banning recognizes **Reynaldo's Restaurant** for being an exceptional small business. The City Council thanks you for showing pride and commitment to enriching the Banning community.*

Presented on this 14th day of May, 2024

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Proclamation - Small Business Month**

RECOMMENDATION:
Proclaim May 2024 as Small Business Month.

BACKGROUND:
Proclaim May 2024 as Small Business Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - Small Business Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR
Proclamation

WHEREAS, *the State of California is home to more than 4.2 million small businesses – more than any other state; and,*

WHEREAS, *California's small businesses account for over 99% of total businesses in the state and employ more than 7 million people, nearly half of the state's private sector workforce; and,*

WHEREAS, *small businesses are the backbone of our economy, and we must work to ensure that our city grows not only from the top down, but also from the bottom up and the middle out; and,*

WHEREAS, *small businesses are constantly adapting to an evolving marketplace, integrating technology at higher rates than ever before, and developing innovative ways to connect with clients; and,*

WHEREAS, *now, more than ever, supporting small businesses means we are also supporting the livelihoods and ongoing success of our neighbors; and,*

WHEREAS, *locally in Banning, California, 95 percent of our businesses are small businesses with 50 or fewer employees, who provide jobs, services, and amenities to our community. The City of Banning offers assistance to small businesses through programs in the Economic Development Division, and also recognizes that small business assistance is a partnership with our affiliated organizations; and,*

WHEREAS, *the City of Banning takes this opportunity to highlight the impact of outstanding entrepreneurs and small business owners, and recognizes that Small Business Month is a time for us to celebrate the successes of small business and to thank our small business owners and employees for their contributions to our City, our economy, and our nation.*

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

Small Business Month

BE IT PROCLAIMED *this 14th day of May, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Proclamation - National Cities, Towns, and Villages Month**

RECOMMENDATION:
Proclaim May 2024 as National Cities, Towns, and Villages Month.

BACKGROUND:
Proclaim May 2024 as National Cities, Towns, and Villages Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - National Cities Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS, *the National League of Cities was founded in 1924 in Lawrence, Kansas, as the American Municipal Association by state municipal leagues seeking more coordination and national representation as cities, towns, and villages expanded rapidly;*

WHEREAS, *the nonpartisan National League of Cities is the oldest and largest organization representing municipal governments throughout the United States, representing the interests of more than 19,000 cities, towns, and villages across the country;*

WHEREAS, *today the National League of Cities works in partnership with 49 state municipal leagues across the country to strengthen local leadership, drive innovation, and influence the federal policies that impact local programs and operations;*

WHEREAS, *as the voice of cities, towns, and villages in Washington, DC, the National League of Cities has successfully championed federal legislative solutions that support municipalities and has worked closely with Congress and the Executive Branch to educate policymakers on the realities of local implementation;*

WHEREAS, *local governments are the bedrock of American democracy, providing 336 million residents with the most accountable, responsive, inclusive, ethical, and transparent government in the world;*

WHEREAS, *from the nation's smallest villages to its largest cities, America's local governments have been essential in transforming the United States of America into the greatest, most influential nation in world history;*

WHEREAS, *the City of Banning was first incorporated in 1913 and is proudly served today by an elected City Council consisting of 5 members and a municipal workforce of [#] dedicated public servants;*

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

National Cities, Towns, and Villages Month

BE IT PROCLAIMED *this 14th day of May, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Proclamation - Building Safety Month**

RECOMMENDATION:
Proclaim May 2024 as Building Safety Month.

BACKGROUND:
Proclaim May 2024 as Building Safety Month.

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - Building Safety Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR
Proclamation

WHEREAS, *the City of Banning is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;*

WHEREAS, *our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;*

WHEREAS, *these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;*

WHEREAS, *these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;*

WHEREAS, *now, more than ever, supporting small businesses means we are also supporting the livelihoods and ongoing success of our neighbors; and,*

WHEREAS, *Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;*

WHEREAS, *each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.*

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

Building Safety Month

BE IT PROCLAIMED *this 14th day of May, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Proclamation - National Water Safety Month**

RECOMMENDATION:

Proclaim May 2024 as National Water Safety Month.

BACKGROUND:

Proclaim May 2024 as National Water Safety Month

JUSTIFICATION:

N/A

FISCAL IMPACT:

None

ALTERNATIVES:

N/A

ATTACHMENTS:

1. Proclamation - Water Safety Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

***WHEREAS**, National Water Safety Month is an annual awareness campaign coordinated by the Pool & Hot Tub Alliance with support from the American Red Cross, National Drowning Prevention Alliance, National Recreation and Park Association, and the World Waterpark Association; and*

***WHEREAS**, Citizens of Banning recognize the vital role that swimming and aquatic related activities can play in good physical and mental health and enhancing the quality of life for all people; and*

***WHEREAS**, the City of Banning offers diverse swimming activities through the Repplier Aquatic Center during the annual Summer season beginning Memorial Day Weekend; and*

***WHEREAS**, the City of Banning is committed to improving the safety and security of all those living in and visiting our community; and*

***WHEREAS**, the City of Banning offers five 2-week sessions of swim lesson classes during the 2024 Summer aquatic season for all ages from infants to adults.*

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

National Water Safety Month

NATIONAL Water Safety MONTH

***BE IT PROCLAIMED** this 14th day of May 2024.*

_____

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Proclamation - Kids to Parks Day 2024**

RECOMMENDATION:
Proclaim May 18, 2024 as Kids to Parks Day

BACKGROUND:
Proclaim May 18, 2024 as Kids to Parks Day

JUSTIFICATION:
N/A

FISCAL IMPACT:
None

ALTERNATIVES:
N/A

ATTACHMENTS:
1. Proclamation - Kids to Parks Day.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

***WHEREAS**, May 18, 2024, is the fourteenth Kids to Parks Day organized and launched by the National Park Trust held annually on the third Saturday of May; and*

***WHEREAS**, Kids to Parks Day empowers kids and encourages families to get outdoors and visit America's parks, public lands and waters; and*

***WHEREAS**, Kids to Parks Day will broaden children's appreciation for nature and outdoors; and*

***WHEREAS**, we should encourage children to lead a more active lifestyle to combat issues of childhood obesity, diabetes, hypertension and hypercholesterolemia; and*

***WHEREAS**, the City of Banning continues to offer diverse outdoor programming in our parks and throughout Southern California thanks to our Outdoor Equity Programming grant; and*

***WHEREAS**, the Parks and Recreation Department will be hosting its Annual Family Fun Color Run on Saturday, May 18, 2024, at Gilman Ranch in Banning.*

***NOW THEREFORE**, the City Council of the City of Banning do hereby proclaim and designate the May 18, 2024, as **KIDS TO PARKS DAY** and urge all citizens to visit Banning Parks and Gilman Ranch on Saturday, May 18, 2024, and throughout the year.*

Kids to Parks Day
May 18, 2024

in the City of Banning and encourage the citizens of our community to join us in this special observance.

***BE IT PROCLAIMED** this 14th day of May, 2024.*

Alberto Sanchez, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Revisions to Annual City Council Committee Assignments to Appoint Council Member Happe**

RECOMMENDATION:

Discuss and assign Council Member Happe to represent the City of Banning for the remainder of the 2024 calendar year.

BACKGROUND:

Annually in January, the City Council assigns its members to regional boards and committees in order to represent the City of Banning and its interests. Council Member Happe was appointed in February 2024 and has not been assigned to any committees.

JUSTIFICATION:

Council Member Happe has not been assigned to any committees since his appointment in February 2024.

FISCAL IMPACT:

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

ALTERNATIVES:

There are no alternatives to this necessary annual process.

ATTACHMENTS:

1. 2024 Council Assignments - BLANK.pdf
2. Council Assignments_2024.pdf

BANNING CITY COUNCIL

2024 COMMITTEE ASSIGNMENTS

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

BANNING CITY COUNCIL

2024 COMMITTEE ASSIGNMENTS

2 x 2 COUNCIL WORKING GROUPS

(meet as needed)

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

STANDING COMMITTEES

(meet as needed)

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

BANNING CITY COUNCIL

2024 COMMITTEE ASSIGNMENTS

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

BANNING CITY COUNCIL

2024 COMMITTEE ASSIGNMENTS

2 x 2 COUNCIL WORKING GROUPS

(meet as needed)

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

STANDING COMMITTEES

(meet as needed)

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

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Caroline Patton, Administrative City Clerk**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Approval of the Meeting Minutes for the April 23, 2024 City Council Meetings**

RECOMMENDATION:

Approve the minutes of the April 23, 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 04 23_Minutes_Special Meeting - Closed Session.pdf
2. 2024 04 23_Minutes_Special Meeting - Workshop.pdf
3. 2024 04 23_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 **4/23/2024**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn
Mayor Pro Tem Rick Minjares

OTHERS PRESENT: Lincoln Bogard, Administrative Services Director
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
Art Vela, Director of Public Works
Nicole Jews, Human Resources Manager
Oliver Ye, Liebert Cassidy and Whitmore

1. CALL TO ORDER

Mayor Sanchez called the special meeting to order at 3:34 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; Lincoln Bogard, Administrative Services Director; Nicole Jews, Human Resources Manager; Oliver Ye, Liebert Cassidy Whitmore (City Counsel)

Employee Organization: International Brotherhood of Electrical Workers (IBEW) General Unit; International Brotherhood of Electrical Workers (IBEW) Utility Unit; Teamsters; Banning Police Officers' Association (BPOA)

4. ADJOURNMENT

The Special City Council meeting adjourned at 3:51 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

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

This entire meeting and all associated documents may be viewed here:
https://banningca.granicus.com/ViewPublisher.php?view_id=1

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 **4/23/2024**
CITY COUNCIL **SPECIAL MEETING**

COUNCIL MEMBERS PRESENT: Council Member David Happe
Mayor Alberto Sanchez
Council Member Colleen Wallace

COUNCIL MEMBERS ABSENT: Council Member Sheri Flynn
Mayor Pro Tem Rick Minjares

OTHERS PRESENT: Lincoln Bogard, Administrative Services Director
Laurie Sampson, Assistant City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works
Barbara Mason, Purchasing Manager

1. CALL TO ORDER

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

1.1 Roll Call

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

2. PUBLIC COMMENT – *Agenda Items*

None

3. WORKSHOP

3.1. Discussion Regarding the Progressive Design Build Delivery Method for the Wastewater Treatment Plant Project

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

4. ADJOURNMENT

The Special City Council meeting adjourned at 4:48 p.m.

Minutes Prepared by:



Caroline Patton, Administrative City Clerk

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ATTACHMENTS:

Exhibit A – Agenda Item 3.1: Staff Presentation

Exhibit A

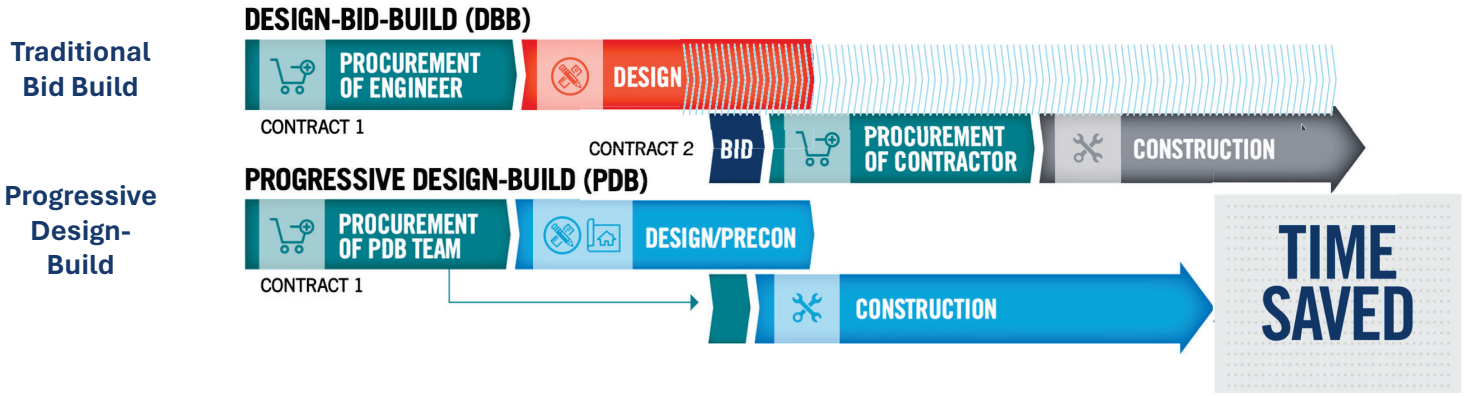
Presentation to City Council

Progressive Design-Build Overview
for the
City of Banning Wastewater Treatment Plant
And Recycled Water Upgrades Project

Agenda

- What is Progressive Design-Build Delivery?
- What are the benefits of PDB to the City in delivery of the WWTP expansion?
- Where does the legal authority come from?
- How does PDB work?
- How do we know we are dealing with reputable firms?
- What if we don't agree on a price with the PDB?
- What is our timeline for our project?

What is Progressive Design-Build Delivery?



What are the benefits of PDB?

Early Involvement

The owner and design-builder start the process together.

Early collaboration drives problem solving!

Qualifications Based

The design-builder is selected primarily or exclusively on qualifications and past performance, as opposed to a design package or a bid.

You attract the most qualified teams!

Progressive Process

The project moves forward in two phases where the owner and design-builder work together to progress the design toward a maximum contract price.

Tailored design-to-budget solution!

What are the benefits of PDB? (con't)

Efficient Timeline

- Shorter overall project schedule with early cost and schedule certainty
- Quicker procurement process
- Faster decision making through collaboration

Cost Transparency

- Owner control of the budget through every phase of the project
  - Final price determined before construction
    - Owner must agree with price, scope, and schedule before project moves into construction

Balanced Risk Allocation

- Transparent risk discussions early and often
- Assignment of risk to party best able to manage it
- Active mitigation or management prior to construction

Where does the legal authority come from?

Newly signed into law in January, 2023, CA SB-991 allows any City, County, City & County or Special District to use Progressive Design-Build on any project that stores, treats or conveys water .

A Milestone for California Water Agencies

During this critical time of extended drought, local agencies in California are now better equipped to **deliver essential water projects more efficiently and cost effectively** using progressive design-build. Beginning January 1, 2023, local agencies, defined as any **city, county, city and county, or special district** authorized to provide for the production, storage, supply, treatment, or distribution of any water from any source can now use the progressive design-build (PDB) process for **up to 15 public works projects estimated to cost more than $5 million each.** These changes are in effect until January 1, 2029.

Single Phase Selection

Qualifications/Proposal
Interview (optional)
Selection

Two Phase Selection

Qualifications
Shortlist
Proposal
Interview (optional)
Selection

using Qualifications-based Criteria

Past Performance
Experience
Approach
Understanding
People
Capacity

and Construction Cost Factors

Construction Fees
Preconstruction Phase Services Estimate

1 Procurement and Selection

Single Design-Build Contract for Entire Project

Preconstruction Phase Services Price
Maximum Construction Price
Cost of Construction
Other Direct Costs
Design-Builder's Costs and Fee

Define Design to Budget Approach

Establish Project Cost
Align Design Priorities with Cost to Secure Maximum Project Value

City of Banning Project Specific Benefits

- Highly tailored design-to-budget solution
- Delay procuring long lead items until we have confidence in getting to the budget goal, likely at 60% complete
- Solution will align to funding sources
- Accelerate schedule to right degree

2 Set Contract and Commit to Spending

City of Banning Remains Involved in Project Definition Process

3

Design and Collaboration with "Progressive" Construction Estimating

Project Will Likely Require Effective Use of Multiple GMPs

- Multiple packages to facilitate procurement of long lead items
- Single package for construction following agreement on GMP (Phase 2)
- Results in fully optimized schedule

City Receives a Fully Optimize Construction Price

Finalize the Scope

Once the design is certain enough, document the project scope to be priced.

Typically, at 60% design, but can be 30% - 90%

\+

Verify Construction Cost Estimate

Subcontractor Bids, Owner Review, 3rd Party Audit

\+

Understand Risks

Transparent Risk Documentation: Price responsibility with the party best able to manage the risk

\+

Set the Schedule

Commit to construction duration

= **Maximum Construction Price**

4

Agree on Final Construction Scope and Price

Are we dealing with reputable firms?

Conducted a Market Sounding

- AECOM / Lyles
- Arcadis
- Balfour Beatty
- Brown & Caldwell
- CDM
- Filanc
- Garney / Burns & Mac
- ICS
- JF Shea / Tetra Tech
- Parsons
- PCL
- PERC Water / GSE

Potential RFQ Respondents include:

- AECOM / Lyles
- ICS / Brown & Caldwell
- JF Shea / Tetra Tech
- Pacific Hydrotech / Webb & Associates

What if we don't agree on a price with the PDB?

Off-ramp is a contractually defined option for the City of Banning to use that terminates the project agreement prior to NTP for Phase 2. Off-ramp taken when the City and PDB are unable to agree on a price for Phase 2.

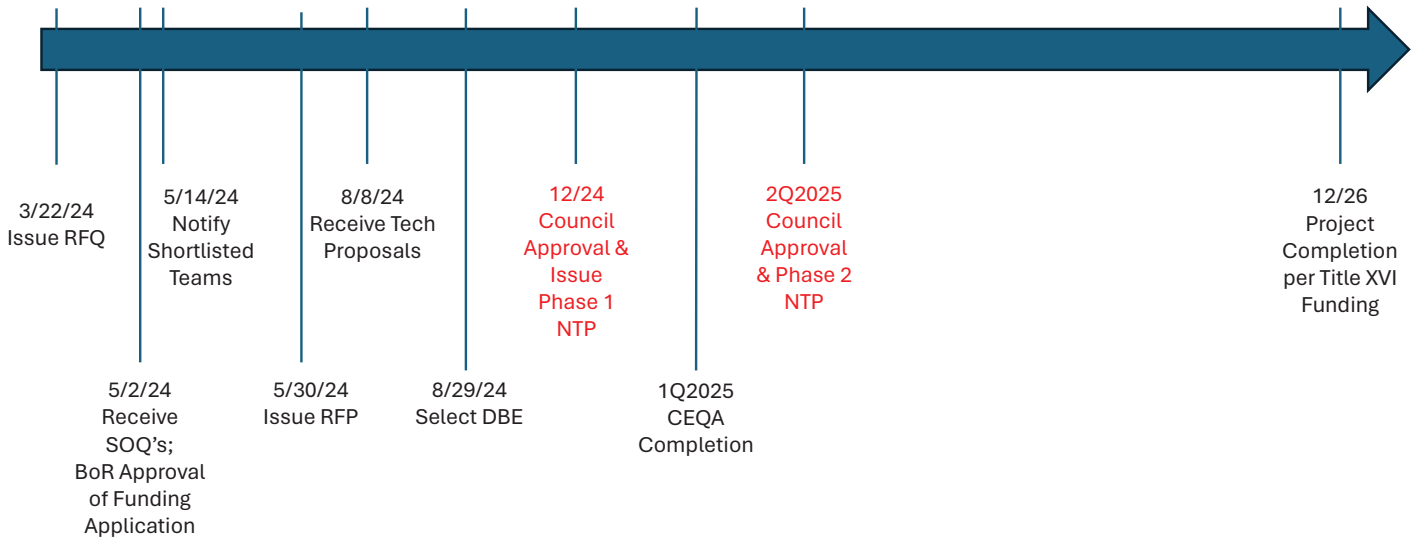
The Off-Ramp

- Key Contract clause for Progressive Design-Build.
- At the City's sole discretion, forgoes the construction phase.
- City will complete the design through the PDB's engineering firm.
- City bids the project traditionally.

Creates incentive
for the Design-Builder
to achieve an agreeable GMP.

Downside for the Owner:
taking the off-ramp can delay construction while project design is completed, bid package developed and public bids received.

What is the timeline for our project?



THANK YOU!
Do you have any questions?

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

MINUTES **4/23/2024**
CITY COUNCIL **REGULAR 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: Lincoln Bogard, Administrative Services Director
Laurie Sampson, Assistant City Manager
Serita Young, City Attorney
Caroline Patton, Administrative City Clerk
John Garside, Multimedia Specialist
Art Vela, Director of Public Works

1. CALL TO ORDER

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

1.1. Invocation – Pastor Preston Norman, Jr. of Praise Tabernacle Community Church led the invocation.

1.2. Pledge of Allegiance – Mayor Pro Tem 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, removing item 3.1.

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 4-0, with 1 absence.

3. PRESENTATIONS

3.1. Quarterly Small Business Recognition – Reynaldo's Restaurant
Removed under Agenda Item 2.1.

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:
- Inge Schuler
- Charlie Johnson
- Harry Sullivan

5.2. CORRESPONDENCE
None

5.3. APPOINTMENTS
None

5.4. CITY COUNCIL COMMITTEE REPORTS
Council Member Wallace reported on a CalCities conference she attended as well as her recent Town Hall meeting.

Mayor Pro Tem Minjares reported on San Gorgonio Pass Regional Water Alliance meeting as well as the Animal Shelter Services Ad Hoc Committee.

Council Member Happe reported on the Banning Chamber Sunrise Breakfast as well as his recent Town Hall meeting.

Mayor Sanchez reported on a recent Morongo awards luncheon.

5.5. CITY MANAGER REPORT
Acting City Manager Bogard reported he would be communicating the citizens' concerns to City Manager Schulze and related staff upon his return.

5.6. CITY ATTORNEY REPORT

City Attorney Young had no report.

5.7. CITY TREASURER REPORT
Treasurer Geronimo gave a brief financial report.

6. CONSENT AGENDA

6.1 Approval of the Meeting Minutes for the April 9, 2024 City Council Meetings
6.2 Receive and File Accounts Payable and Payroll Warrants Issued in the Month of March 2024
6.3 Receive and File Cash and Investments Report for the Month of March 2024
6.4 Receipts, Disbursements, & Fund Balances Reporting for Fiscal Year 2023-24, Period 9, March 2024
6.5 Receive and File Police Department Statistics for the Month of March 2024.
6.6 Receive and File Fire Protection Services Statistics for the Month of March 2024
6.7 Public Works Capital Improvement Project Tracking List
6.8 Receive and File Code Enforcement Update and Statistics for the Month of March 2024
6.9 Receive and File Contracts Approved Under the City Manager's Signature Authority and Inventory Reports
6.10 City Council Travel and Conference Expense Report Year to Date Fiscal Year 2024
6.11 Second Reading and Adoption 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
6.12 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 Unearned Revenue that will be Amortized into Revenue Evenly Over the Next 17 Years, and Directing Staff to Use a One-Time Annual SB 939 Support Fee to Assist in Funding the City's Solid Waste Program Coordinator Position and Related Activities
6.13 Consideration of Resolution 2023-59, Approving, and Authorizing the City Manager to Execute, and Agreement for Purchase and Sale and Escrow Instructions between the City of Banning and Coast to Coast Enterprises, Inc. for the Purchase of Real Property Located at 786 John Street (APN 541-232-013)

Public Comment
None

Motion to adopt the consent agenda as presented.

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.

7. PUBLIC HEARING(S)

None

8. REPORTS OF OFFICERS

8.1. Consider Resolution 2024-58, Adopting a Budget and Finance Committee Policy

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

Public Comment
- Inge Schuler
- Harry Sullivan
- Frank Connolly

Motion to table the discussion and bring the item back for a future discussion, including looking into the policies at smaller, similarly-sized jurisdictions.

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.

9. DISCUSSION ITEM(S)

None

10. ITEMS FOR FUTURE AGENDAS

10.1. New Items

1. Animal Shelter Services Future/Reconsideration of ARE Contract (Happe)

10.2. Pending 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. Zencity Contract (Flynn)
6. Cannabis Ordinance/Moratorium (Flynn)
7. Zoom Options for Public Meetings (Flynn)

11. ADJOURNMENT

Motion to adjourn.

Motion by Mayor Pro Tem Minjares
Seconded by Council Member Wallace

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

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

The meeting was adjourned at 6:16 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).*

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director** **Ralph Wright**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Parks and Recreation Report of Monthly Activities through the 3rd Quarter of Fiscal Year 2023/2024 – March 2024**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

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

Staff brings the report to the Council after each quarter of the Fiscal Year.
Attached in this item, is the March 2024 report that contains participation information through the end of the 3rd quarter of FY 2023-24.

The 3rd quarter report continues to show overall growth in our programming. Our Karate program moved to the Armory a year ago and continues to show participation growth. The additional facility has allowed us to increase program offerings at both the Armory and the Community Center.

The month of March saw the conclusion of the annual youth basketball league. The youth basketball league had 277 participants in multiple age divisions including a 7th and 8th grade division this year.

The Senior Center continues to provide warm meals, programs and needed resources and services to Banning's Seniors. The seasonal events and Happiness Campaign continue to provide immense joy and needed socialization.

One continuing negative trend for the Fiscal year is the increased graffiti incidents in our parks. Through 3 quarters, there has been a year over year increase of 22% in Park graffiti incidents. Parks staff has been tasked with cleaning the graffiti as soon as feasible to minimize the negative aesthetic and to not allow for the normalization of the graffiti in our parks. However, this continues to strain the staff's ability to perform ongoing parks maintenance as they are dealing with these incidents.

JUSTIFICATION:

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

FISCAL IMPACT:

There is no fiscal impact associated with this item.

ALTERNATIVES:

Receive and file.

ATTACHMENTS:

1. Mar 2024 - Parks and Rec Monthly Report.pdf

PARK and REC Stats

March 2024

*Fiscal Year *
23-24



March is for good times, sports, and community celebrations! We have had a lot of fun within every spot of Parks and Rec, from the parks to facilities, and as always, our senior center.



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





Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2022-2023	20023-2024	2022-2023	2023-2024
# of trees PLANTED	0	0	0	0
# of trees REMOVED	0	2	5	2
# of trees TRIMMED	1	18	13	56
Service requests completed by Parks	5	13	50	71
Vandalism incidents repaired	10	21	107	90
Graffiti incidents repaired	17	19	163	199

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

Park Usage

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park



It is wonderful to see the community show up for the opening day for Banning Pass Little League. We are continually proud and grateful for the impact Little League continues to have on youth.





Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Lion's Park	0	0	0	1
Repplier Park	1	1	11	11
Roosevelt Williams Small	0	0	0	2
Roosevelt Williams Large	1	2	8	14
Sylvan Park	0	1	23	35
TOTAL	2	4	42	63

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Dysart Park	0	2	37	37
Lion's Park	81	78	213	227
Repplier Park	27	42	228	206
Richard Sanchez	0	0	2	0
Roosevelt Williams	0	0	1	0
Sylvan Park	27	21	70	55
East Ramsey Lot	0	0	1	1
Carpenter Hamilton Park	0	0	2	1
TOTAL	135	143	551	527







What a blast was it to host EWF's Pro Wrestling Lucha Libre event at our community center! The place was so packed and filled with excitement. We cannot wait for the next one.

Community Center # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Small Meeting Room	27	18	156	142
Large Dance Room	30	19	198	152
Gymnasium	111	81	817	710
Kitchen	0	1	4	9
Parking Lot	2	2	40	24
TOTAL	170	121	1215	1037

Senior Center # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Nutrition Site	31	32	256	233
Multi-purpose Room	26	38	251	304
TOTAL	57	70	507	537

Playhouse Bowl # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Meeting Room	9	8	93	99
Amphitheater	0	2	8	16
TOTAL	9	10	101	115

Roosevelt Williams and Armory # of uses	Monthly		Year-to-Date	
	2022-2023	2023-2024	2022-2023	2023-2024
Roosevelt Will. Meeting Room	1	1	7	19
Armory	9	10	27	81
TOTAL	10	11	34	100

n/a - Figures not available

March 2024







We have our spring season of Flag Football evaluations this month! We had such a wonderful turnout of driven kiddos ready to play some flag football this spring!

Youth Sports	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024	# of Teams Year-to-Date 2023-2024	Facility Visits Year To Date 2023-2024
Youth Basketball	277	277	22	5011
Youth Flag Football	107	107	17	1127
Youth Soccer	0	66	0	198
Smart Start	25	55	0	175
TOTAL	409	505	39	6511
Adult Sports	**# of Participants Monthly 2023-2024**	**# of Participants Year to Date 2023-2024**	**# of Teams Year-to-Date 2023-2024**	**Facility Visits Year To Date 2023-2024**
Adult Softball	NO	NO	NO	NO
Adult Basketball	NO	NO	NO	NO
TOTAL	0	0	0	0

Volunteers	# of Volunteers Monthly 2023-2024	Hours volunteered Monthly 2023-2024	# of Volunteers Year to Date 2023-2024	Hours volunteered Year To Date 2023-2024
Coaches	29	84	29	489
Events	0	0	41	256
Senior Center	17	325	136	1974.5
TOTAL	46	409	206	2719.5

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

March 2024



At the senior center, they take St. Patrick's Day seriously! Especially, during special bingo! To ensure you have luck on your side, ensure you dress appropriately!





Classes/Programs	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024
Games & Puzzles	77	414
Bingo & Loteria	89	984
Health & Wellness Classes	216	1489
Crafts & Activities	86	679
Pool Table	14	230
Education Classes	40	426
Movies	45	364
Events	91	860
Sponsored Social Programs	127	677
Presentations	21	354
TOTAL	806	5876

Services	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024
Fill the Cupboard	30	210
Computer Lab	61	611
Daily Meals	635	5284
Paralegal	1	12
Phone / Walk-in Referrals	179	1772
Morning Greeters	90	752
Food Vouchers / Salvation Army/Other Services	3	41
Happiness Campaign	82	503
Boutique	124	1073
Cool/Warm Center	24	99
Morongo Moravian Gifts	0	60
Total	1229	10416

March 2024



Lego-Neers STEM and Social Club is the place to be on Friday nights for families! We not only explore STEM concepts together, but we have a blast while doing it.

Classes/Programs	# of Participants Monthly 2023-2024	# of Participants Year to Date 2023-2024	Facility Visits Year To Date 2023-2024
Adult Programs/Classes	202	1568	2104
Youth Programs/Classes	102	797	4488
Special Needs Programs/Classes	33	186	430
Day Camp	0	240	1280
Open Gym Basketball	54	437	437
Open Gym Pickleball	95	776	776
Open Gym Volleyball	0	NO	NO
TOTAL	486	4004	9514







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

Transit Passes

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

7
March 2024



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2023-2024	2023-2024
Day Pass	n/a	n/a
Disabled Bus Pass	0	0
General Bus Pass	0	1
Senior Bus Pass	0	0
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	3	13
Senior Disabled Ticket Book	0	2
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	3	16

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2023-2024	2023-2024
Senior/Disabled Passengers	3933	32230
General Passengers	4086	25529
Non-Resident Passengers	1453	8792
Cabazon Zone Passengers	463	3257
Youth Passengers	93	531
Student Passengers	1111	6793
Veteran Passengers	246	1757
Dial-A-Ride Passengers	463	3512
TOTAL	11848	82401





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

Aquatics

8

March 2024

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

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







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

Special Events

Next month, we will have our annual Disaster Preparedness Expo! It is not only an informative event, but a really fun on too!

Special Events	Year-to-Date	
# Participants/Attendees	2023-2024 Monthly	2023-2024
July 4th Celebration	0	2000
Evening Concert Series	0	8650
Pop-Up in the Park	0	0
Stagecoach Days Kid Zone	0	1000
Halloween Trunk or Treat	0	1500
Hispanic Heritage	0	550
Beary Party	0	15
Santa Shoppe & Pancake Breakfast	0	270
Christmas Movie Party	0	15
Christmas at the Ranch	0	0
Paint or Lego Party	0	21
Total:	0	14021



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

Outdoor Equity Program

March 2024

The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching experiences through awesome trips like this awesome trip to the Palm Springs Tram Way! We truly enjoying bringing fun experiences like this to the community.

March	Monthly Events/ Activities 2023-2024	Monthly Participants 2023-2024	Yearly Participants 2023-2024
Community Clean Ups	0	0	0
Events	0	0	40
Programs	0	0	30
Trips	1	60	348
TOTALS	1	60	418

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



CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Jim Steffens, Deputy Director of Electric** **Art Vela, Director of Public Works**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-62, Authorizing the City Manager to Approve and Execute Agreements for the Sale of the Banning Electric Utility's Excess Renewable Energy Credits**

RECOMMENDATION:

Adopt Resolution 2024-62.

BACKGROUND:

The State of California has implemented the Renewable Portfolio Standard (RPS) program as one of its tools to decarbonize the electric utility sector. The RPS program mandates that electric utilities meet specified targets of renewable energy to serve their customers. The method by which utilities comply with these RPS targets is by obtaining Renewable Energy Credits (RECs) and retiring the RECs for the RPS program. Utilities can obtain RECs by generating/purchasing their own renewable energy, or they can purchase RECs in the secondary markets. There are three types, or "buckets", of RECs for the RPS program: Portfolio Content Category 1 RECs (PCC1 RECs), Portfolio Content Category 2 RECs (PCC2 RECs), or Portfolio Content Category 3 RECs (PCC3 RECs). PCC1 RECs are the most important and most valuable because utilities must use at least 70% PCC1 RECs to meet their RPS targets.

The secondary market for RECs has skyrocketed over the last year. For example, PCC1 RECs have historically sold for around $15 each. However, the current market for PCC1 RECs has risen to between $60 to $70 each due to high demand and market scarcity. The scarcity has been driven by COVID and the resulting supply chain issues. Many utilities had subscribed to renewable projects that they were going to use to meet their RPS targets. However, COVID postponed many of these projects from getting completed. Therefore, there are many utilities that are currently in the market for PCC1 RECs, driving up the prices.

The City of Banning Electric Utility Department (Utility) entered an 8 MW geothermal project that began on January 1, 2022, resulting in the Utility being 81.3% renewable in 2022. Therefore, the Utility is way ahead of the RPS targets and has excess RECs now and for the foreseeable future. Given the elevated market for PCC1 RECs, on September 26, 2023, the City Council approved the Utility to sell 40,000 PCC1 RECs to the City of Pasadena at a price of $62 per REC. Additionally, on February 13, 2024 the City Council approved the Utility to sell 20,000 PCC1 RECs to the City of Burbank at a price of $65 per REC.

The Utility desires to sell additional RECs in the coming years to boost the financial health of the Utility. The Utility has attempted to expand its pool of potential REC buyers by including REC brokers and dealers in its Requests for Bids. However, the brokers and dealers have indicated that they cannot enter

into deals that have to wait for and are contingent upon a City Council approval. They need to know that when they close a deal that it is a done deal and can be transacted quickly. To accommodate the transactional needs of the REC brokers and dealers, the Utility desires that the City Manager have the authority to sign the REC sales agreements. This authority would result in the REC sales agreements being executed timely enough to meet the brokers and dealers transactional needs. By expanding the pool of buyers that are bidding upon the Utility's excess RECs, it would significantly increase the probability of the Utility receiving higher bids for their excess RECs.

JUSTIFICATION:

The Utility desires to receive the highest prices for its excess RECs. Being able to include REC brokers and dealers in its Requests for Bids will open up the Utility to a much larger purchasing market. This wider market will most likely result in the Utility receiving higher revenues for its excess RECs.

FISCAL IMPACT:

The exact fiscal impact is unknown. However, it is rational to assume that by increasing the pool of buyers who are bidding on the Utility's RECs, there is a strong probability that the Utility will receive higher bids, resulting in higher revenues.

ALTERNATIVES:

1. Adopt Resolution 2024-62, without amendments.
2. Do not adopt Resolution 2024-62, which would preclude the Utility from marketing its RECs to REC brokers and dealers.

ATTACHMENTS:

1. Resolution 2024-62, REC Energy Credits.docx

RESOLUTION 2024-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO APPROVE AND EXECUTE AGREEMENTS FOR THE SALE OF THE ELECTRIC UTILITY'S EXCESS RENEWABLE ENERGY CREDITS

WHEREAS, the City of Banning owns and operates a Municipal Electric Utility (Utility); and

WHEREAS, the Utility has entered into Power Purchase Agreements for the purchase of renewable energy and the associated renewable energy credits (RECs); and

WHEREAS, the market prices of RECs have become elevated and the Utility desires to sell portions of its RECs that are in excess of the Utility's Renewable Portfolio Standard regulatory requirements in order to bolster the Utility's financial position; and

WHEREAS, the City Council has previously approved, and authorized the City Manager to executed on the Council's behalf, two agreements for the sale of RECs in 2023 and 2024; and

WHEREAS, the Utility desires to expand the potential buyers of its RECs to include REC brokers and dealers in order to negotiate higher bid prices for its RECs; and

WHEREAS, most REC brokers and dealers need to transact in a timely manner, and will not agree to sales that are contingent upon the City Council's final approval, and, as such, the Utility desires that the City Council authorize the City Manager to approve and execute agreements for the sale of RECs so that the Utility may timely transact with all potential REC buyers.

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

SECTION 1. The City Council authorizes the City Manager to approve agreements for the sale of the Utility's excess renewable energy credits and execute such agreements on behalf of the City Council.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-62, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 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:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Works**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-63, Establishing Fiscal Year 2024/2025 Rates for Residential and Commercial Garbage, Recyclable and Organic Waste Collection, Transportation, Recycling and Disposal Services, and Making a Finding of Exemption Under the California Environmental Quality Act**

RECOMMENDATION:

Adopt Resolution 2024-63.

BACKGROUND:

On April 27, 2021, the City Council approved a solid waste franchise agreement ("Franchise Agreement") with Waste Management of the Inland Empire ("Waste Management") for Residential and Commercial Garbage, Recyclable Materials and Organics Waste Collection, Transportation, Recycling and Disposal Services ("Solid Waste Services"), effective July 1, 2021. The Franchise Agreement establishes many Solid Waste Services provided to the community and helps ensure that the City complies with State solid waste regulations. The term of the Franchise Agreement is valid through June 30, 2041.

As part of adopting the new Franchise Agreement, the City Council established the initial rates ("Rates") for the City's monthly service charge ("Service Charge") for Solid Waste Services following a noticed public hearing conducted in accordance with Proposition ("Prop") 218 on June 22, 2021. The Rate components that made up the monthly Service Charge for Solid Waste Services included the following: 1) the SB 1383 Residential Component (for residential customers only), 2) Service Component; 3) Disposal Component; 4) Organics Waste Processing Component ("Organics Component"); and 5) Recycling Processing Component ("Recycling Component").

Since the adoption of the Franchise Agreement, rates have been adjusted annually pursuant to the Franchise Agreement and approved Prop 218 noticing. Most recently, a Prop 218 process was conducted and adopted by City Council at a Public Hearing on April 11, 2023 and is valid through July 1, 2027. As identified by this Prop 218 process and as outlined in the Franchise Agreement, the Service Component, Disposal Component, Organics Component, and Recycling Component can be adjusted annually to account for inflation and changes in disposal and processing fees as follows:

The Service Component shall be adjusted based on the percentage increase of the Consumer Price Index (CPI-U) published by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers in the Riverside-San Bernardino-Ontario area, using the change in the 12-month annual average of CPI-U index values between the January to December period of the prior year (the previous year), and the January to December period of the year before the prior year (the prior previous year).

The annual adjustment will be at least one percent (1.00%) (the “Floor”) and cannot exceed four percent (4.00%) (the “Cap”). If the annual CPI adjustment exceeds the Cap or is less than the Floor, then the amount above the Cap or below the Floor shall be carried over into any succeeding year until such time as it may be applied without violating the Cap or Floor limits.

The Disposal, Organics, and Recycling Components shall be adjusted for changes in tipping fees or processing fees, as applicable, charged at the disposal, recycling processing, or organic processing facilities used by Waste Management as follows:

- If Waste Management or its affiliates own and/or operate the facility, and the tipping/processing fee is not set or adjusted by a public agency, then applicable Component (Disposal, Organics, or Recycling) shall be adjusted using the same methodology described above for adjusting the Service Component and be subject to the same Floor and Cap provisions, or

- In all other circumstances (e.g., Waste Management uses a facility owned by a third party or public agency), the applicable Component (Disposal, Organics, or Recycling) shall be adjusted using the actual change in the per ton tip fee or per ton processing fee charged at the disposal, organic waste processing facility, or recyclable processing facility, as applicable, between the previous year and the prior previous year. If Waste Management uses multiple facilities that have different per ton tip/processing fees, the City shall determine the change in the per ton tip/processing fee charged between the previous year and the prior previous year for each applicable facility and multiply this amount by the percentage of the total tonnage delivered to the facility. The City shall then add these sums together to determine the total change in the per ton tip/processing fees for each Component (Disposal, Organics, or Recycling).

JUSTIFICATION:

As permitted by the Franchise Agreement, Waste Management requested an annual rate adjustment for Fiscal Year 2024/2025 (July 1, 2024 - June 30, 2025), as shown in the attached letter.

Based on the methodology of the Franchise Agreement and the last Prop 218 approval, staff evaluated each Rate Component to determine applicable adjustments. As described above, the Service Component is adjusted by the increase in CPI with the 1% “Floor” and 4% “Cap”. For this period, the CPI is 4.65%. As a result, a 4% increase was applied to the Service Component of the Rates and 0.65% shall be carried forward into any succeeding year until such time it may be applied without violating the Cap or Floor limits.

The Recycling Component will also be adjusted by the CPI since Waste Management owns and operates the facility used for processing this material. The Recycling Component shall be adjusted using the same methodology described above for adjusting the Service Component and is subject to the same Floor and Cap provisions.

In all, the carried forward CPI percentage balance that remains and can be applied to these components at a later date is summarized below:

Rate Period	CPI Requested	CPI Applied	CPI Carry Forward
July 1, 2022 - June 30, 2023	No carry over requested by WM		
July 1, 2023 - June 30, 2024	8.7%	4%	4.7%
July 1, 2024 - June 30, 2025	4.65%	4%	0.65%

The total carry over percentage balance remaining from the initiation of the Franchise Agreement to be applied at a later date within the approved parameters is 5.35%.

For the Disposal Component, it was determined that Waste Management uses a facility owned by a third-party/public agency and that the component will be adjusted using the actual change in the per ton processing fee charged at the disposal facility between the previous year and the prior previous year. The percentage change for this component is 7.94%.

For the Organics Component, it was determined that Waste Management uses a facility owned by a third-party/public agency and that the component will be adjusted using the actual change in the per ton processing fee charged at the disposal facility between the previous year and the prior previous year. The percentage change for this component is -0.95%.

The City Council may use the rate adjustment methodology approved pursuant to Resolution 2023-63 to establish the Rates for a five-year period through July 1, 2027 without undertaking a new Prop 218 process.

CEQA:

City staff has evaluated the adoption of the Rates pursuant this Resolution purposes of compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines and has determined that the adoption of the Rates is an activity covered by the common sense exemption in that it can be seen with certainty that there is no possibility that adoption of the Rates may have a significant effect on the environment because the adoption of the Rates only address the cost of existing services provided to the public and not the commencement of a new service or program. Accordingly, staff recommends that the City Council find that the adoption of this Resolution exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT:

The current residential Rate for the collection of refuse is $29.45 per month per household and the rate will increase to $30.60. The commercial Rate will be adjusted in accordance with the rate adjustment methodology, as shown in the attached residential and commercial rate schedule, attached hereto. The new rate schedule will be effective July 1, 2024 for Fiscal Year 2024/2025.

ALTERNATIVES:

Reject WM's request to increase the Rates for Solid Waste Services. If rejected, pursuant to the Franchise Agreement, WM shall have the right to dispute the denial action by pursuing measures outlined in the Franchise Agreement.

ATTACHMENTS:

1. Resolution 2024-63, Solid Waste Rates Increase.docx
2. Attachment 2_Proposed Rate Schedule Effective 7.1.24.docx
3. Attach 3_WMLetterRev.pdf
4. Attachment 4__2024_0430 Rate Survey.pdf

RESOLUTION 2024-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING FISCAL YEAR 2024/2025 RATES FOR RESIDENTIAL AND COMMERCIAL GARBAGE, RECYCLABLE MATERIALS AND ORGANICS WASTE COLLECTION, TRANSPORTATION, DISPOSAL AND RECYCLING SERVICES, AND MAKING A FINDING OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, on April 27, 2021, the City Council approved a new solid waste franchise agreement ("Franchise Agreement") with Waste Management of the Inland Empire ("Waste Management") for Residential and Commercial Garbage, Recyclable Materials and Organics Waste Collection, Transportation, Recycling and Disposal Services ("Solid Waste Services"), effective July 1, 2021; and

WHEREAS, as part of adopting the new Franchise Agreement, the City Council established the initial rates ("Rates") for the City's monthly service charge ("Service Charge") for Solid Waste Services following a noticed public hearing conducted in accordance with Proposition ("Prop") 218 on June 22, 2021; and

WHEREAS, the Rate components that made up the monthly Service Charge for Solid Waste Services include the following: 1) the SB 1383 Residential Component (for residential customers only), 2) Service Component; 3) Disposal Component; 4) Organics Waste Processing Component ("Organics Component"); and 5) Recycling Processing Component ("Recycling Component"); and

WHEREAS, rates have been adjusted annually pursuant to the Franchise Agreement and approved Prop 218 noticing with the most recent Prop 218 process being conducted and adopted by City Council at a Public Hearing on April 11, 2023; a process which is valid through July 1, 2027; and

WHEREAS, the approved rate adjustment methodology set forth in the Franchise Agreement and most recent approved Prop 218 process is as follows:

The Service Component shall be adjusted based on the percentage increase of the Consumer Price Index (CPI-U) published by the U.S. Department of Labor, Bureau of Labor Statistics, for All Urban Consumers in the Riverside-San Bernardino- Ontario area, using the change in the 12-month annual average of CPI-U index values between the January to December period of the prior year (the previous year), and the January to December period of the year before the prior year (the prior previous year). The annual adjustment will be at least one percent (1.00%) (the "Floor") and cannot exceed four percent (4.00%) (the "Cap"). If the annual CPI adjustment exceeds the Cap or is less than the Floor, then the amount above the Cap or below the Floor shall be carried over into any succeeding year until such time as it may be applied without violating the Cap or Floor limits.

The Disposal, Organics, and Recycling Components shall be adjusted for changes in tipping fees or processing fees, as applicable, charged at the disposal, recycling processing, or organic processing facilities used by Waste Management as follows:

A. If Waste Management or its affiliates own and/or operate the facility, and the tipping/processing fee is not set or adjusted by a public agency, then the applicable Component (Disposal, Organics, or Recycling) shall be adjusted using the same methodology described above for adjusting the Service Component and be subject to the same Floor and Cap provisions.

B. In all other circumstances (e.g. Waste Management uses a facility owned by a third party or public agency), the applicable Component (Disposal, Organics, or Recycling) shall be adjusted using the actual change in the per ton tip fee or per ton processing fee charged at the disposal, organic waste processing facility, or recyclable processing facility, as applicable, between the previous year and the prior previous year. If Waste Management uses multiple facilities that have different per ton tip/processing fees, the City shall determine the change in the per ton tip/processing fee charged between the previous year and the prior previous year for each applicable facility and multiply this amount by the percentage of the total tonnage delivered to the facility. The City shall then add these sums together to determine the total change in the per ton tip/processing fees for each Component (Disposal, Organics, or Recycling); and

WHEREAS, the City Council may adjust the Rates in accordance with the approved rate adjustment methodology effective July 1, 2023 and each July 1 thereafter through July 1, 2027 without undertaking a new Prop 218 process; and

WHEREAS, the City Council adopts this Resolution to approve the Rates for Fiscal Year 2024/2025, effective on July 1, 2024.

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

SECTION 1. The above recitals are true and correct and are incorporated herein.

SECTION 2. The Rates for Fiscal Year 2023/2024 are increased as follows:

A. The Service Component is increased by 4%;

B. The Recycling Component is increased by 4%;

C. The Disposal Component is increased by 7.94%; and

D. The Organics Component is increased by -0.95% for Fiscal Year 2025.

E. The carried forward percentage balance that remains and can be applied to the Service and Recycling Components at a later date pursuant to the Franchise Agreement and Prop 218 is as follows:

Rate Period	**CPI Requested**	**CPI Applied**	**CPI Carry Forward**
July 1, 2022 - June 30, 2023	No carry over requested by WM		
July 1, 2023 - June 30, 2024	8.7%	4%	4.7%
July 1, 2024 - June 30, 2025	4.65%	4%	0.65%
Total remaining carry over percentage			5.35%

SECTION 3. The City Council hereby approves the Rates for Fiscal Year 2024/2025, with the above-described increases, which Rates will be effective on July 1, 2024, and are shown on Exhibit "A", attached hereto and incorporated herein.

SECTION 4. The City Council has evaluated the Rates approved for Fiscal Year 2024/2025 pursuant to this Resolution for purposes of compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines and has determined that the adoption of the Rates is an activity covered by the common sense exemption in that it can be seen with certainty that there is no possibility that adoption of the Rates may have a significant effect on the environment because the adoption of the Rates only address the cost of existing services provided to the public and not the commencement of a new service or program. Accordingly, the City Council hereby finds that the adoption of this Resolution is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3). Staff is hereby directed to file a Notice of Exemption with the County Clerk of the County of Riverside.

SECTION 5. All previous Collection, Transportation, Disposal and Recycling solid waste structures are hereby adjusted and superseded by the Rates approved by this Resolution as of July 1, 2023.

SECTION 6. This Resolution shall be effective upon adoption.

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-63, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Exhibit A
July 1, 2024 - 2024/2025 Solid Waste Rate Schedule
for Collection, Transportation, Disposal and Recycling Services

Residential Cart Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
Basic Rate (96-gal Garbage, 96-gal Recycling, and 96-gal Organic Waste)	$29.45	$30.60	$21.81	$3.14	$1.84	$1.09	$2.72

Other Residential Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
Non-Qualifying Valet Service	$16.22	$16.86	$16.86				
Additional 96-Gal Garbage Cart	$10.69	$11.23	$8.09	$3.14			
Additional 64-Gal Garbage Cart	$8.54	$8.95	$6.86	$2.09			
Additional 35-Gal Garbage Cart	$6.43	$6.72	$5.57	$1.15			
Additional Recycle Cart - Any Size	$2.74	$2.84	$1.75			$1.09	
Additional Organic Waste Cart – Any Size	$6.47	$6.73	$4.89		$1.84		
Residential Set-up Fee	$14.05	$14.61	$14.61				
Cart Exchange - Excess of 1 p/year	$32.14	$33.42	$33.42				
Additional Bulky & E-waste - Per Item	$24.45	$25.42	$25.42				
Residential Contamination/Overage Fee	$19.11	$19.88	$19.88				
Return Service Fee	$18.49	$19.23	$19.23				
Insufficient Funds Fee	$25.00	$25.00	$25.00				
Additional Sharps Refill Fee 1.4 QT (after 1 free kit/year)	$48.67	$50.61	$50.61				
Cart Cleaning Fee	$32.13	$33.41	$33.41				
Late Fees – 2.5% or $5 minimum on balances over $15.00 *Tax Roll Fees – 10% of unpaid balance per occurrence*							

Commercial Cart Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
96 Gallon Garbage Cart, 1x a week*	$14.73	$15.43	$12.29	$3.14			
96 Gallon Garbage Cart, 2x a week*	$26.52	$27.80	$21.52	$6.28			
96 Gallon Garbage Cart, 3x a week*	$39.79	$41.72	$32.30	$9.42			
96 Gallon Garbage Cart, 4x a week*	$53.06	$55.63	$43.07	$12.56			
96 Gallon Garbage Cart, 5x a week*	$66.33	$69.56	$53.85	$15.71			
96 Gallon Recycle Cart, 1x a week*	$12.48	$12.97	$11.88			$1.09	
96 Gallon Recycle Cart, 2x a week*	$22.46	$23.35	$21.17			$2.18	
96 Gallon Recycle Cart, 3x a week*	$33.68	$35.03	$31.75			$3.28	
96 Gallon Recycle Cart, 4x a week*	$44.90	$46.70	$42.33			$4.37	
96 Gallon Recycle Cart, 5x a week*	$56.12	$58.36	$52.90			$5.46	
MAXIMUM 2 Carts Per Commercial Service Unit **Commercial cart service due to space constraints or low waste generation must be pre-approved by the City*							

Commercial Bin Garbage Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
2 Yard, 1x a week	$128.83	$134.61	$117.34	$17.27			
2 Yard, 2x a week	$257.65	$269.22	$234.67	$34.55			
2 Yard, 3x a week	$376.65	$393.61	$341.80	$51.81			
2 Yard, 4x a week	$498.12	$520.56	$451.47	$69.09			

2 Yard, 5x a week	$617.13	$644.96	$558.60	$86.36			
2 Yard, 6x a week	$736.15	$769.38	$665.74	$103.64			
3 Yard, 1x a week	$168.75	$176.45	$150.53	$25.92			
3 Yard, 2x a week	$337.48	$352.87	$301.06	$51.81			
3 Yard, 3x a week	$493.94	$516.54	$438.80	$77.74			
3 Yard, 4x a week	$650.39	$680.18	$576.54	$103.64			
3 Yard, 5x a week	$806.86	$843.86	$714.31	$129.55			
3 Yard, 6x a week	$963.32	$1,007.53	$852.07	$155.46			
4 Yard, 1x a week	$225.79	$236.08	$201.53	$34.55			
4 Yard, 2x a week	$451.55	$472.13	$403.04	$69.09			
4 Yard, 3x a week	$660.19	$690.38	$586.74	$103.64			
4 Yard, 4x a week	$871.27	$911.16	$772.99	$138.17			
4 Yard, 5x a week	$1,079.89	$1,129.39	$956.66	$172.73			
4 Yard, 6x a week	$1,288.53	$1,347.64	$1,140.36	$207.28			
6 Yard, 1x a week	$317.84	$332.44	$280.63	$51.81			
6 Yard, 2x a week	$635.73	$664.94	$561.30	$103.64			
6 Yard, 3x a week	$931.48	$974.42	$818.96	$155.46			
6 Yard, 4x a week	$1,224.81	$1,281.37	$1,074.09	$207.28			
6 Yard, 5x a week	$1,520.63	$1,590.91	$1,331.81	$259.10			
6 Yard, 6x a week	$1,813.95	$1,897.86	$1,586.95	$310.91			
(Service available if also subscribed to Recycling or Organics above Compliance Service minimum)							

Commercial Garbage Compactor Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
2 Yard, 1x a week	$178.57	$187.60	$135.79	$51.81			
2 Yard, 2x a week	$357.12	$375.18	$271.54	$103.64			
2 Yard, 3x a week	$525.87	$552.58	$397.12	$155.46			
2 Yard, 4x a week	$697.06	$732.51	$525.23	$207.28			
2 Yard, 5x a week	$865.82	$909.91	$650.81	$259.10			
2 Yard, 6x a week	$1,034.55	$1,087.28	$776.37	$310.91			
3 Yard, 1x a week	$243.35	$255.92	$178.18	$77.74			
3 Yard, 2x a week	$486.70	$511.85	$356.39	$155.46			
3 Yard, 3x a week	$717.76	$754.98	$521.79	$233.19			
3 Yard, 4x a week	$948.80	$998.10	$687.19	$310.91			
3 Yard, 5x a week	$1,179.85	$1,241.23	$852.58	$388.65			
3 Yard, 6x a week	$1,410.94	$1,484.40	$1,018.02	$466.38			
4 Yard, 1x a week	$325.27	$342.06	$238.42	$103.64			
4 Yard, 2x a week	$650.50	$684.08	$476.81	$207.27			
4 Yard, 3x a week	$958.59	$1,008.28	$697.37	$310.91			
4 Yard, 4x a week	$1,269.14	$1,335.03	$920.49	$414.54			
4 Yard, 5x a week	$1,577.27	$1,659.28	$1,141.09	$518.19			
4 Yard, 6x a week	$1,885.37	$1,983.48	$1,361.65	$621.83			
6 Yard, 1x a week	$467.05	$491.41	$335.95	$155.46			
6 Yard, 2x a week	$934.08	$982.79	$671.88	$310.91			
6 Yard, 3x a week	$1,379.07	$1,451.26	$984.88	$466.38			
6 Yard, 4x a week	$1,821.64	$1,917.20	$1,295.37	$621.83			
6 Yard, 5x a week	$2,266.64	$2,385.68	$1,608.39	$777.29			
6 Yard, 6x a week	$2,709.16	$2,851.57	$1,918.83	$932.74			
(Service available if also subscribed to Recycling or Organics above Compliance Service minimum)							

Commercial Bin Recycling Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
2 Yard, 1x a week	$119.92	$124.73	$114.92			$9.81	
2 Yard, 2x a week	$239.86	$249.44	$229.84			$19.60	
3 Yard, 1x a week	$153.52	$159.66	$144.96			$14.70	
3 Yard, 2x a week	$307.05	$319.32	$289.91			$29.41	
4 Yard, 1x a week	$203.91	$212.05	$192.45			$19.60	
4 Yard, 2x a week	$407.84	$424.16	$384.92			$39.24	
6 Yard, 1x a week	$263.87	$274.41	$245.00			$29.41	
6 Yard, 2x a week	$527.77	$548.87	$490.04			$58.83	
Extra Pick Up – Recycle	$89.01	$92.57	$92.57				
Contamination Fee	$89.64	$93.23	$93.23				
(Available if additional capacity is needed above Recycling or Organics Compliance Service minimum)							

Commercial Organic Waste Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
64 Gallon, 1x a week	$63.99	$66.76	$43.18		$23.58		
64 Gallon, 2x a week	$127.99	$133.53	$86.36		$47.17		
64 Gallon, 3x a week	$191.99	$200.31	$129.55		$70.76		
64 Gallon, 4x a week	$255.99	$267.08	$172.74		$94.34		
64 Gallon, 5x a week	$319.95	$333.81	$215.89		$117.92		
64 Gallon, 6x a week	$383.96	$400.59	$259.08		$141.51		
2 Yard, 1x a week	$357.41	$373.04	$224.17		$148.87		
2 Yard, 2x a week	$714.84	$746.10	$448.38		$297.72		
2 Yard, 3x a week	$1,072.32	$1,119.22	$672.63		$446.59		
2 Yard, 4x a week	$1,429.75	$1,492.27	$896.84		$595.43		
2 Yard, 5x a week	$1,787.15	$1,865.31	$1,121.01		$744.30		
2 Yard, 6x a week	$2,144.58	$2,238.38	$1,345.22		$893.16		
(Available if additional capacity is needed above Recycling or Organics Compliance Service minimum)							

Commercial Garbage, Recycling, And Organic Waste Bundled Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
2 Yard Garbage bin, 1x a week	$205.51	$214.36	$172.42	$17.27	$23.58	$1.09	
2 Yard Garbage bin, 2x a week	$334.51	$348.94	$289.72	$34.55	$23.58	$1.09	
2 Yard Garbage bin, 3x a week	$453.73	$473.35	$396.87	$51.81	$23.58	$1.09	
2 Yard Garbage bin, 4x a week	$575.38	$600.30	$506.54	$69.09	$23.58	$1.09	
2 Yard Garbage bin, 5x a week	$694.62	$724.71	$613.68	$86.36	$23.58	$1.09	
2 Yard Garbage bin, 6x a week	$813.84	$849.11	$720.80	$103.64	$23.58	$1.09	

3 Yard Garbage bin, 1x a week	$245.51	$256.18	$205.59	$25.92	$23.58	$1.09	
3 Yard Garbage bin, 2x a week	$414.56	$432.61	$356.13	$51.81	$23.58	$1.09	
3 Yard Garbage bin, 3x a week	$571.31	$596.26	$493.85	$77.74	$23.58	$1.09	
3 Yard Garbage bin, 4x a week	$728.08	$759.93	$631.62	$103.64	$23.58	$1.09	
3 Yard Garbage bin, 5x a week	$884.67	$923.60	$769.38	$129.55	$23.58	$1.09	
3 Yard Garbage bin, 6x a week	$1,041.13	$1,087.27	$907.14	$155.46	$23.58	$1.09	
4 Yard Garbage bin, 1x a week	$302.67	$315.82	$256.60	$34.55	$23.58	$1.09	
4 Yard Garbage bin, 2x a week	$528.83	$551.87	$458.11	$69.09	$23.58	$1.09	
4 Yard Garbage bin, 3x a week	$737.91	$770.13	$641.82	$103.64	$23.58	$1.09	
4 Yard Garbage bin, 4x a week	$949.08	$990.90	$828.06	$138.17	$23.58	$1.09	
4 Yard Garbage bin, 5x a week	$1,157.71	$1,209.14	$1,011.74	$172.73	$23.58	$1.09	
4 Yard Garbage bin, 6x a week	$1,366.35	$1,427.39	$1,195.44	$207.28	$23.58	$1.09	
6 Yard Garbage bin, 1x a week	$394.91	$412.19	$335.71	$51.81	$23.58	$1.09	
6 Yard Garbage bin, 2x a week	$713.40	$774.67	$616.36	$103.64	$23.58	$1.09	
6 Yard Garbage bin, 3x a week	$1,009.28	$1,054.15	$874.02	$155.46	$23.58	$1.09	
6 Yard Garbage bin, 4x a week	$1,302.62	$1,361.11	$1,129.16	$207.28	$23.58	$1.09	
6 Yard Garbage bin, 5x a week	$1,598.45	$1,670.66	$1,386.89	$259.10	$23.58	$1.09	
6 Yard Garbage bin, 6x a week	$1,891.76	$1,977.59	$1,642.01	$310.91	$23.58	$1.09	
96 Gallon Garbage Cart, 1x a week*	$91.25	$95.18	$67.37	$3.14	$23.58	$1.09	
96 Gallon Garbage Cart, 2x a week*	$146.02	$152.26	$121.31	$6.28	$23.58	$1.09	
96 Gallon Garbage Cart, 3x a week*	$207.26	$216.06	$181.97	$9.42	$23.58	$1.09	
96 Gallon Garbage Cart, 4x a week*	$268.51	$279.87	$242.64	$12.56	$23.58	$1.09	
96 Gallon Garbage Cart, 5x a week*	$329.77	$343.71	$303.33	$15.71	$23.58	$1.09	
All services include 1 time per week collection with 96-gallon Recycling Cart and 64-gallon Organic Waste Cart ***Commercial cart service due to space constraints or low waste generation must be pre-approved by City*							

Commercial & Recycle Bundled Collection Service Rates (Organic Waste Service Exempt)	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
2 Yard Garbage bin, 1x a week	$141.52	$147.81	$129.45	$17.27		$1.09	
2 Yard Garbage bin, 2x a week	$270.52	$282.60	$246.96	$34.55		$1.09	
2 Yard Garbage bin, 3x a week	$389.75	$407.23	$354.33	$51.81		$1.09	
2 Yard Garbage bin, 4x a week	$511.42	$534.39	$464.21	$69.09		$1.09	
2 Yard Garbage bin, 5x a week	$630.66	$659.03	$571.58	$86.36		$1.09	
2 Yard Garbage bin, 6x a week	$749.89	$783.66	$678.93	$103.64		$1.09	
3 Yard Garbage bin, 1x a week	$181.53	$189.74	$162.73	$25.92		$1.09	
3 Yard Garbage bin, 2x a week	$350.59	$366.50	$313.60	$51.81		$1.09	
3 Yard Garbage bin, 3x a week	$507.35	$530.48	$451.65	$77.74		$1.09	
3 Yard Garbage bin, 4x a week	$664.13	$694.47	$589.74	$103.64		$1.09	
3 Yard Garbage bin, 5x a week	$820.73	$858.29	$727.65	$129.55		$1.09	
3 Yard Garbage bin, 6x a week	$977.18	$1,021.94	$865.39	$155.46		$1.09	
4 Yard Garbage bin, 1x a week	$238.69	$249.50	$213.86	$34.55		$1.09	
4 Yard Garbage bin, 2x a week	$464.85	$485.96	$415.78	$69.09		$1.09	
4 Yard Garbage bin, 3x a week	$673.92	$704.65	$599.92	$103.64		$1.09	
4 Yard Garbage bin, 4x a week	$885.14	$925.58	$786.32	$138.17		$1.09	
4 Yard Garbage bin, 5x a week	$1,093.76	$1,143.82	$970.00	$172.73		$1.09	
4 Yard Garbage bin, 6x a week	$1,302.41	$1,362.06	$1,153.69	$207.28		$1.09	
6 Yard Garbage bin, 1x a week	$330.93	$346.06	$293.16	$51.81		$1.09	
6 Yard Garbage bin, 2x a week	$649.46	$679.22	$574.49	$103.64		$1.09	
6 Yard Garbage bin, 3x a week	$945.34	$988.83	$832.28	$155.46		$1.09	
6 Yard Garbage bin, 4x a week	$1,238.68	$1,295.79	$1,087.42	$207.28		$1.09	
6 Yard Garbage bin, 5x a week	$1,534.51	$1,605.35	$1,345.16	$259.10		$1.09	
6 Yard Garbage bin, 6x a week	$1,827.81	$1,912.27	$1,600.27	$310.91		$1.09	
96 Gallon Garbage Cart, 1x a week*	$27.21	$28.41	$24.18	$3.14		$1.09	

96 Gallon Garbage Cart, 2x a week*	$48.99	$51.17	$42.71	$6.28		$2.18	
96 Gallon Garbage Cart, 3x a week*	$73.48	$76.76	$64.06	$9.42		$3.28	
96 Gallon Garbage Cart, 4x a week*	$97.97	$102.34	$85.41	$12.56		$4.37	
96 Gallon Garbage Cart, 5x a week*	$122.46	$127.94	$106.78	$15.71		$5.45	
All services include 1 time per week collection with 96-gallon Recycling Cart **Commercial cart service due to space constraints or low waste generation must be pre-approved by City*							

Roll-Off Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
40 Yard with 4 tons	$653.08	$686.48	$487.03	$199.45			
Compactor – plus landfill tipping fees	$462.74	$481.25	$481.25				
40 Yard Permanent plus landfill tipping fees	$358.45	$372.79	$372.79				
10 Yard Permanent plus tipping fee	$358.45	$372.79	$372.79				
Roll-Off Recycle/per load	$358.45	$372.79	$372.79				
Delivery/Relocate/Trip Charge	$130.83	$136.06	$136.06				
Minimum Pull Fee (1 per month)	$358.45	$372.79	$372.79				
Industrial Set-up Fee	$30.42	$31.63	$31.63				

Other Commercial Collection Service Rates	Current Rate	New Rate	Service	Disposal	Organics	Recycling	SB 1383
Extra Pick Up – Garbage	$89.01	$92.57	$92.57				
Lost, Stolen, or Burned Bin – 3 yard	$621.57	$646.43	$646.43				
Lost, Stolen, or Burned Bin – 6 yard	$906.96	$943.24	$943.24				
Lost, Stolen, or Burned Cart - 64 Gallon	$50.27	$52.28	$52.28				
Lost, Stolen, or Burned Cart - 96 Gallon	$55.60	$57.82	$57.82				
Cart Overage Fee	$19.11	$19.87	$19.87				
Bin Overage Fee	$79.29	$82.47	$82.47				
Temporary 3 Yard Garbage Bin - One month with up to 4 collections	$304.41	$317.53	$291.62	$25.91			
Temporary 3 Yard Garbage Bin - 7 day	$186.57	$194.25	$188.26	$5.99			
Locking Lids	$21.76	$22.63	$22.63				
Commercial Set-up Fee/Reactivation Fee	$26.19	$27.24	$27.24				
Bin Exchange	$68.31	$71.05	$71.05				

Replacement Lock	$45.33	$47.15	$47.15				
Replacement key	$9.05	$9.42	$9.42				
Pull-out service per bin 16-35 feet	$19.82	$20.61	$20.61				
Pull-out service per bin 36-50 feet	$29.76	$30.95	$30.95				
Pull-out service per bin over 51 feet	$39.66	$41.25	$41.25				
Return to Service	$35.67	$37.09	$37.09				
Insufficient Funds Fee	$25.00	$25.00	$25.00				
Bin Cleaning Fee	$68.31	$71.04	$71.04				
Cart Cleaning Fee	$32.13	$33.41	$33.41				
Cart Contamination Fee	$19.10	$19.86	$19.86				
Bin Contamination Fee	$89.64	$93.23	$93.23				
Late Fees – 2.5% or $5 minimum on balances over $15.00							
Tax Roll Fees (MFD Only) – 10% of unpaid balance per occurrence							

WM
17700 Indian St
Moreno Valley, CA 92551

March 26, 2024

Mr. Art Vela, P.E.
Director of Public Works/City Engineer
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: 2024/2025 City of Banning Rate Adjustment

Dear Mr. Vela,

We would like to take this opportunity to thank you and your staff for the cooperation and support with the rate adjustment process.

Pursuant to Section 4.03 of the franchise agreement, it is our responsibility at WM to calculate and submit the annual rate adjustment for Residential and Commercial refuse and recycling by April 1st of each year.

Attached for your review, please find the Schedule of Rates detailing the 2024-2025 rate adjustment, along with the supporting Rate Adjustment Percentage Calculation data.

Should you require any additional information or have any questions regarding this year's annual rate adjustment, please contact me at (951) 415-4389. Thank you once again for your time.

Respectfully,



Douglas Tani
Public Sector Manager
WM

WM
17700 Indian St
Moreno Valley, CA 92551

April 18, 2024

Mr. Art Vela, P.E.
Director of Public Works/City Engineer
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: Revisions to Rate Adjustment Letter submitted on March 26, 2024

Dear Mr. Vela,

Again, we would like to take this opportunity to thank you and your staff for the cooperation and support with the rate adjustment process.

Pursuant to Section 4.03 of the franchise agreement, it is our responsibility at WM to calculate and submit the annual rate adjustment for Residential and Commercial refuse and recycling by April 1st of each year.

Attached for your review, please find the updated Schedule of Rates detailing the 2024-2025 rate adjustment, along with the supporting Rate Adjustment Percentage Calculation data.

In accordance with section 4.03.7 of the franchise agreement, below documents the annual rate adjustment where CPI carry over percentages may be applied at a future annual rate adjustment where it won't violate the provision of this section.

a. July 1, 2023 - June 30, 2024 (CPI 4.65%, 4% applied, 0.65% carry over)
b. July 1, 2022-June 30, 2023 (CPI 8.70%, 4% applied, 4.70% carry over)
c. July 1, 2021-June 30, 2022 (No carry over)

Should you require any additional information or have any questions regarding this year's annual rate adjustment, please contact me at (951) 415-4389. Thank you once again for your time.

Respectfully,



Douglas Tani
Public Sector Manager
WM

WM
17700 Indian St
Moreno Valley, CA 92551

May 2, 2024

Mr. Art Vela, P.E.
Director of Public Works/City Engineer
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: Revisions to Rate Adjustment Letter submitted on April 18, 2024

Dear Mr. Vela,

Again, we would like to take this opportunity to thank you and your staff for the cooperation and support with the rate adjustment process.

Pursuant to Section 4.03 of the franchise agreement, it is our responsibility at WM to calculate and submit the annual rate adjustment for Residential and Commercial refuse and recycling by April 1st of each year.

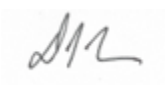
Attached for your review, please find the updated Schedule of Rates detailing the 2024-2025 rate adjustment, along with the supporting Rate Adjustment Percentage Calculation data.

In accordance with section 4.03.7 of the franchise agreement, below documents the annual rate adjustment where CPI carry over percentages may be applied at a future annual rate adjustment where it won't violate the provision of this section.

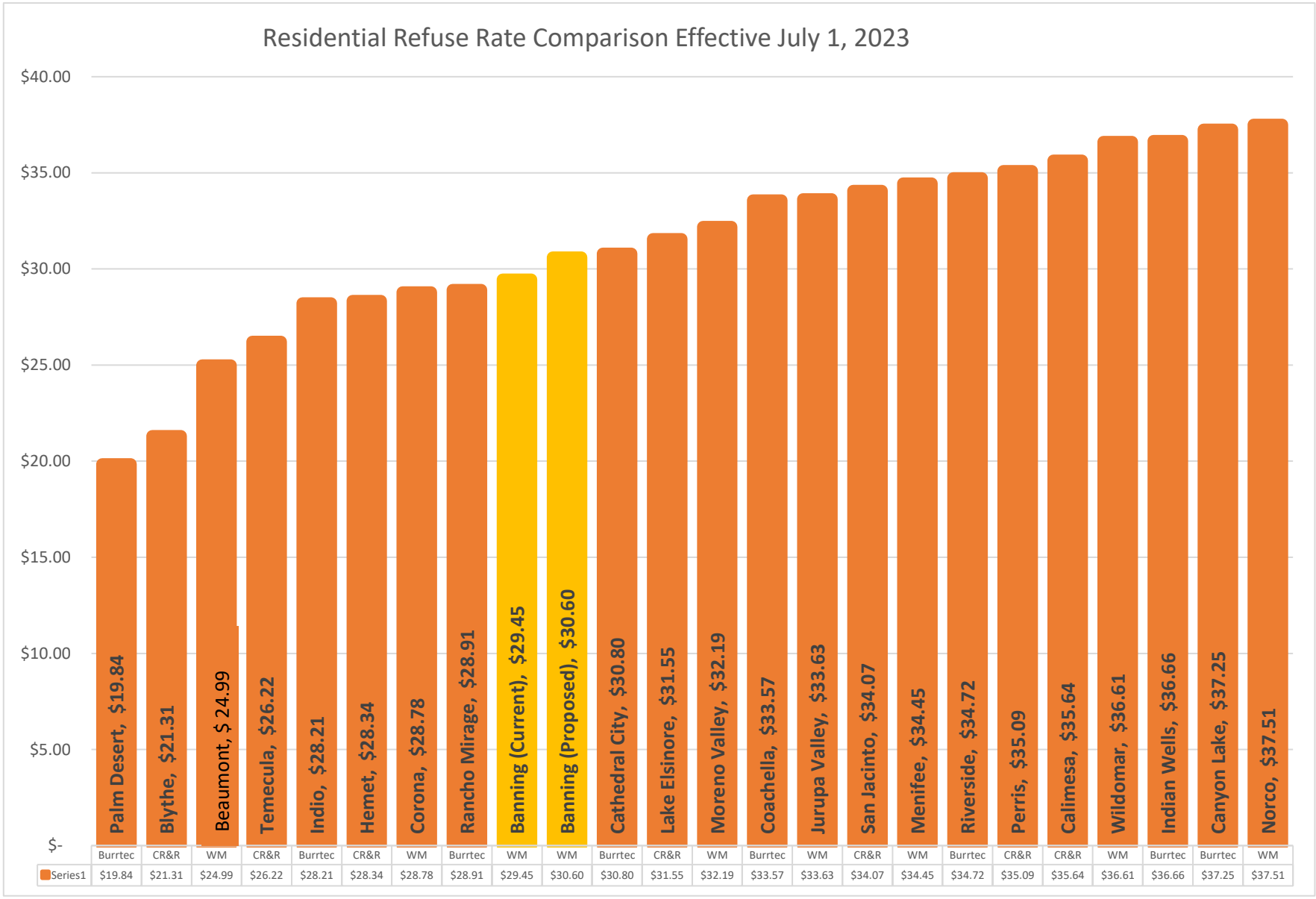
a. July 1, 2024 - June 30, 2025 (CPI 4.65%, 4% applied, 0.65% carry over)
b. July 1, 2023-June 30, 2024 (CPI 8.70%, 4% applied, 4.70% carry over)
c. July 1, 2022-June 30, 2023 (No carry over)

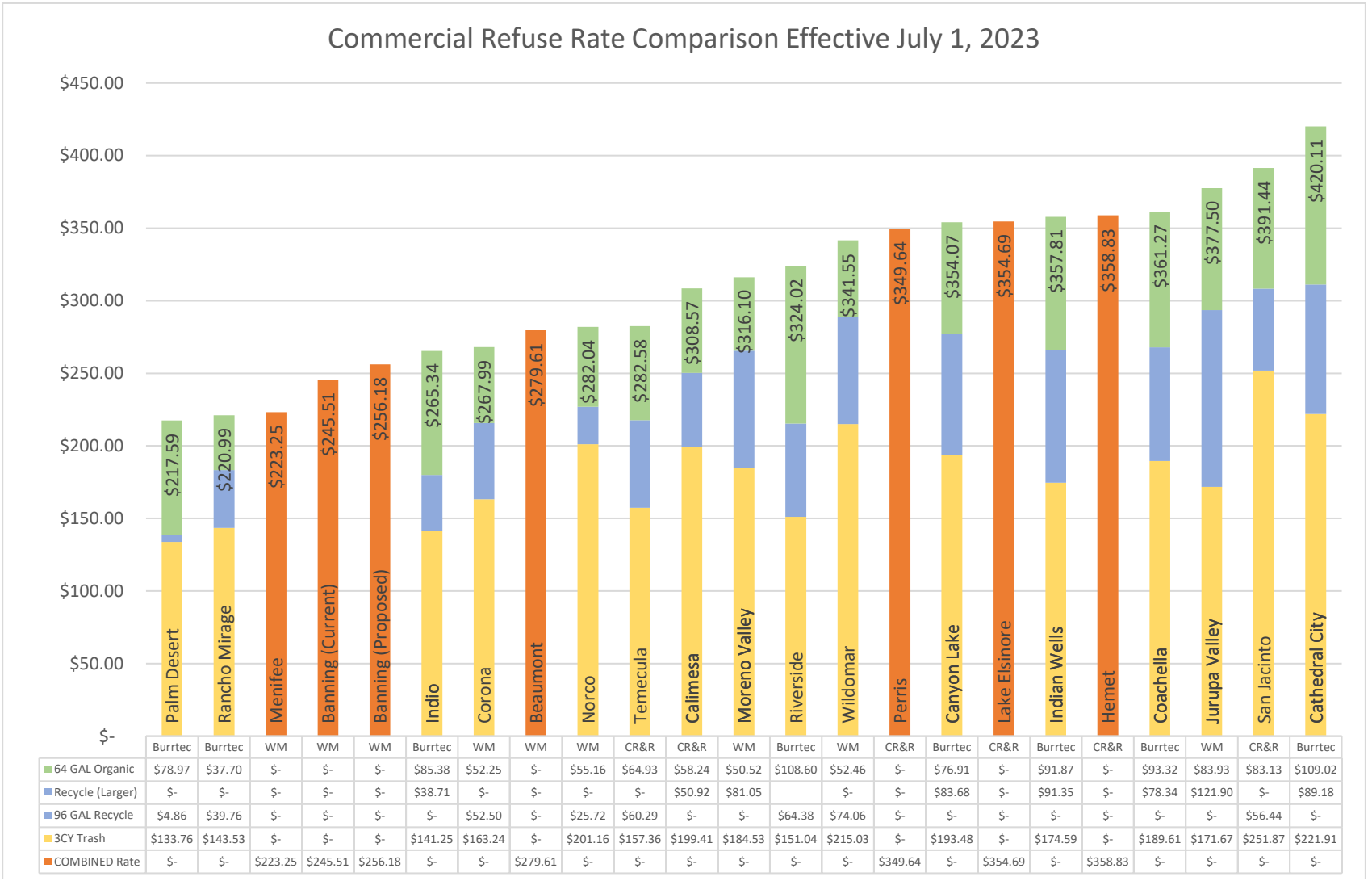
Should you require any additional information or have any questions regarding this year's annual rate adjustment, please contact me at (951) 415-4389. Thank you once again for your time.

Respectfully,



Douglas Tani
Public Sector Manager
WM


Residential Refuse Rate Comparison Effective July 1, 2023
$40.00
$35.00
$30.00
$25.00
$20.00
$15.00
$10.00
$5.00
$-
Palm Desert, $19.84
Blythe, $21.31
Beaumont, $ 24.99
Temecula, $26.22
Indio, $28.21
Hemet, $28.34
Corona, $28.78
Rancho Mirage, $28.91
Banning (Current), $29.45
Banning (Proposed), $30.60
Cathedral City, $30.80
Lake Elsinore, $31.55
Moreno Valley, $32.19
Coachella, $33.57
Jurupa Valley, $33.63
San Jacinto, $34.07
Menifee, $34.45
Riverside, $34.72
Perris, $35.09
Calimesa, $35.64
Wildomar, $36.61
Indian Wells, $36.66
Canyon Lake, $37.25
Norco, $37.51
Burrtec CR&R WM CR&R Burrtec CR&R WM Burrtec WM WM Burrtec CR&R WM Burrtec WM CR&R WM Burrtec CR&R CR&R WM Burrtec Burrtec WM
Series1 $19.84 $21.31 $24.99 $26.22 $28.21 $28.34 $28.78 $28.91 $29.45 $30.60 $30.80 $31.55 $32.19 $33.57 $33.63 $34.07 $34.45 $34.72 $35.09 $35.64 $36.61 $36.66 $37.25 $37.51



	Burrtec	Burrtec	WM	WM	WM	Burrtec	WM	WM	WM	CR&R	CR&R	WM	Burrtec	WM	CR&R	Burrtec	CR&R	Burrtec	CR&R	Burrtec	WM	CR&R	Burrtec
64 GAL Organic	$78.97	$37.70	$-	$-	$-	$85.38	$52.25	$-	$55.16	$64.93	$58.24	$50.52	$108.60	$52.46	$-	$76.91	$-	$91.87	$-	$93.32	$83.93	$83.13	$109.02
Recycle (Larger)	$-	$-	$-	$-	$-	$38.71	$-	$-	$-	$-	$50.92	$81.05		$-	$-	$83.68	$-	$91.35	$-	$78.34	$121.90	$-	$89.18
96 GAL Recycle	$4.86	$39.76	$-	$-	$-	$-	$52.50	$-	$25.72	$60.29	$-	$-	$64.38	$74.06	$-	$-	$-	$-	$-	$-	$-	$56.44	$-
3CY Trash	$133.76	$143.53	$-	$-	$-	$141.25	$163.24	$-	$201.16	$157.36	$199.41	$184.53	$151.04	$215.03	$-	$193.48	$-	$174.59	$-	$189.61	$171.67	$251.87	$221.91
COMBINED Rate	$-	$-	$223.25	$245.51	$256.18	$-	$-	$279.61	$-	$-	$-	$-	$-	$-	$349.64	$-	$354.69	$-	$358.83	$-	$-	$-	$-

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Works**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-64, Approving the Fifth Amendment to the Street Sweeping Services Agreement with Sweeping Corp of America (SCA) Extending the Term through Fiscal Year 2024/2025 and Increasing the Compensation of the Total Agreement Amount by $138,716 for the Extended Term**

RECOMMENDATION:

Adopt Resolution 2024-64.

BACKGROUND:

On June 9, 2020, City Council approved an award for street sweeping services in the amount of $91,177 for Fiscal Year 2020/2021 for one year with the option to renew the services agreement for four (4) additional single years. The initial contract was awarded to Cannon Pacific Services, dba Pacific Sweeping.

On June 8, 2021, City Council approved the First Amendment to the agreement extending the term of the agreement and increasing annual compensation for FY 2021/2022. During this period, the curb miles serviced were reduced from 400 to 300 resulting in an annual contract amount of $86,680 which included annual services as needed in the amount of $10,000.

On April 22, 2022, the Second Amendment to the agreement was processed changing the Contractor name from Cannon Pacific Services, dba Pacific Sweeping, to SCA.

On June 14, 2022, City Council approved the Third Amendment for 2022/2023 in the amount of $122,716. Prior to the award, it was identified by the Contractor that the company was experiencing severe price increases related to items such as equipment, insurance, tires, brooms and fuel. Additionally, in order for the Contractor to remain competitive and retain employees, labor cost increased. Consequently, staff negotiated with the contractor and determined SCA was awarded Sourcewell Contract 062421-SWP which is valid through August of 2025. As a result, under the Sourcewell Contract, the cost per curb mile increased from $21.30 to $31.31. Staff felt that the increased rate was still competitive considering that the second lowest bidder in 2020 proposed a per mile cost of $36.13.

On May 23, 2023, the Fourth Amendment to the street sweeping agreement with SCA was approved with rates increasing 7.31%; within the Consumer Price Index. With this renewal, the agreement for Fiscal Year 2023/2024 increased to $131,712 which included monthly street sweeping services in the

amount of $120,960 ($33.60 per curb mile) for a 12- month period and services as needed in the amount of $10,752. With approval of the Fourth Amendment, one (1) additional single-year contract extension remained.

At this time, street sweeping services provided by SCA have been evaluated and determined satisfactory. SCA identified that pricing for Fiscal Year 2024/2025 will increase 3% which is in line with the Consumer Price Index (CPI) percentage change. As a result, staff recommends the renewal of street sweeping monthly services in the amount of $124,560 ($34.60 per curb mile) for a 12-month period. In addition to curb miles, street sweeping services will be provided to the parking lots of Repplier, Roosevelt Williams and Lions parks at a rate of $107.09 per sweep per location at an annual cost of $3,855.25 which includes servicing the locations monthly. Additionally, the services renewal will once again include as needed services in the amount not to exceed $10,300 for a total compensation increase in the amount of $138,715.25 for Fiscal Year 2024/2025.

The scope of work for these services will include 300 curb miles of monthly street sweeping services. Residential areas will be serviced once per month and commercial areas will be serviced four (4) times per month. Additionally, monthly sweeping services will be provided to the parking lots of Repplier, Roosevelt Williams and Lions Parks. Services shall include all labor, tools, materials and equipment necessary to perform citywide street sweeping services. In addition to beautifying the City, street sweeping services eliminate roadside debris and trash, pollutants and sediments that might otherwise enter the storm drain assisting the City in complying with the requirements of its National Pollutant Discharge Elimination System (NPDES) permit. This permit requires the Permittees to implement litter and debris control measure, such as street sweeping, to reduce and/or eliminate the discharge of pollutants, including trash and debris, from the storm sewer system to Receiving Waters. In addition to standard monthly needs, the scope requires the Contractor to respond to special requests should there be hazards posing threat to public safety, such as debris creating traffic issues. Street sweeping services may also be scheduled for special events. Routes, services days and curb miles are summarized in the attached.

JUSTIFICATION:

The Public Works Department does not have the required staff or equipment needed to maintain regularly scheduled street sweeping services; therefore, it is necessary to retain a contractor. Upon review, staff determined that SCA has continued to provide satisfactory citywide street sweeping services and can continue to do so under Sourcewell Contract #062421-SWP.

FISCAL IMPACT:

Residential and commercial street sweeping services will be provided in the amount of $134,860 and funded by Gas Tax Funds, Account 100-4900-431.33-11 (Professional Services) which includes a line item for services as needed. Additionally, monthly street sweeping services will be provided to the parking lots of Repplier, Roosevelt Williams and Lions Parks in the amount of $3,855.25 and funded by Account 001-3600-461.30-01. The total increase amount amounts to $138,715.25.

ALTERNATIVES:

1. Adopt Resolution 2024-64 as recommended.
2. Adopt Resolution 2024-64 with modifications.
3. Reject Resolution 2024-64 and discontinue services. If directed, staff could proceed with a new RFP to obtain required services. This alternative would result in an interruption in citywide street sweeping services as the City does not have staff resources and equipment to perform these services in-house.

ATTACHMENTS:

1. Resolution 2024-64, Street Sweeping Amendment.docx
2. Attach 2_RouteMap.pdf

3. Attach 3_Route Schedule.docx
4. Attached4_4.24.24Proposal.pdf
5. Attach 5_C00644 SCA Draft Agreement.pdf

RESOLUTION 2024-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FIFTH AMENDMENT TO THE STREET SWEEPING SERVICES AGREEMENT WITH SWEEPING CORP OF AMERICA (SCA) EXTENDING THE TERM THROUGH FISCAL YEAR 2024/2025 AND INCREASING THE COMPENSATION OF THE TOTAL AGREEMENT BY $138,716 FOR THE EXTENDED TERM

WHEREAS, on June 9, 2020 for Fiscal Year 2020/2021 an agreement was awarded to Cannon Pacific Services dba Pacific Sweep with the option to renew for four (4) additional single years; and

WHEREAS, on June 8, 2021, the First Amendment to the Agreement was approved, extending the term for Fiscal Year 2021/2022 for an additional one-year period with the option to renew for three (3) additional single years; and

WHEREAS, on April 22, 2022, the Second Amendment to the agreement was processed changing the contractor name from Cannon Pacific Services, dba Pacific Sweeping, to SCA; and

WHEREAS, on June 14, 2022, the Third Amendment to the agreement was approved for FY 2022/2023 based on available remaining contract renewals and Sourcewell Contract 062421-SWP, in the amount of $122,716 which included monthly services and as needed services in the amount of $10,000 with two (2) additional single years contract extensions remaining; and

WHEREAS, on May 23, 2023, the Fourth Amendment to the street sweeping agreement was approved with rates increasing 7.31%; within the Consumer Price Index, increasing the agreement by $131,712 which included monthly street sweeping services in the amount of $120,960 ($33.60 per curb mile) for a 12- month period and services as needed in the amount of $10,752 with the remaining option to renew one (1) additional single-year contract; and

WHEREAS, under approval of this resolution, the Fifth Amendment is approved for FY 2024/2025 based on Sourcewell Contract 062421-SWP, and a satisfactory evaluation of services currently provided; and

WHEREAS, the FY 2024/2025 will extend the term and increase compensation of the agreement in the amount of $138,716 which includes monthly commercial and residential service; services as needed; and monthly parking lot sweeping of Repplier, Roosevelt Williams and Lions Parks; and

WHEREAS, residential and commercial street sweeping services along with services as will be provided in the amount of $134,860 and funded by Gas Tax Funds, Account 100-4900-431.33-11 (Professional Services) and monthly street sweeping services will be provided to the parking lots of Repplier, Roosevelt Willimas and Lions Parks in the amount of $3,855.25 and funded by Account 001-3600-461.30-01.

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

SECTION 1. The City Council approves the Fifth Amendment to the Street Sweeping Services Agreement with Sweeping Corp of America (SCA) extending the term through Fiscal Year

2024/2025 and increasing the compensation in the amount “not to exceed” $138,716 for the extended term.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the Fifth Amendment with SCA related to street sweeping services.

SECTION 3. City Council authorizes the City Manager to make necessary non-substantive revision to the agreement and to execute said agreement with SCA for Fiscal Year 2024/2025 street sweeping services.

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 14th day of May 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 2024-64, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

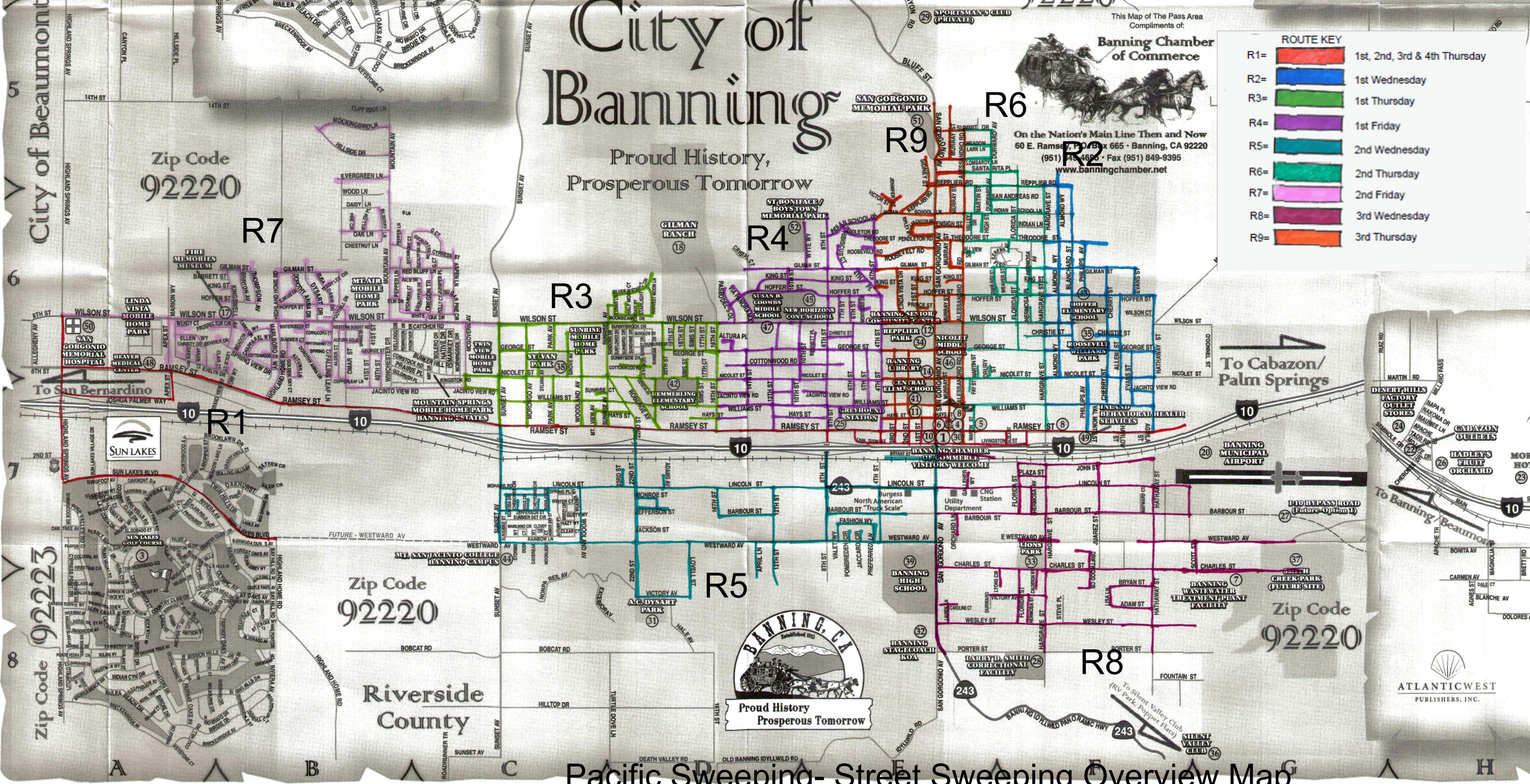
AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California



Pacific Sweeping- Street Sweeping Overview Map

Street Sweeping Route Schedule
FY 2024-2025

	ROUTE	ROUTE TYPE	FREQUENCY	SERVICE DAYS	ROUTE CURB MILES	MONTHLY CURB MILES	ANNUAL CURB MILES
A.	1	Commercial	4 X/Month	Thursdays	31	124	1488
B.	2	Residential	Monthly	1st Wednesday	14	14	168
C.	3	Residential	Monthly	1st Thursday	28	28	336
D.	4	Residential	Monthly	1st Friday	27	27	324
E.	5	Residential	Monthly	2nd Wednesday	20	20	240
F.	6	Residential	Monthly	2nd Thursday	15	15	180
G.	7	Residential	Monthly	2nd Friday	31	31	372
H.	8	Residential	Monthly	3rd Wednesday	22	22	264
I.	9	Residential	Monthly	3rd Thursday	19	19	228
K.	As Needed	TBD	TBD	TBD	TBD	TBD	TBD
	Total					300	3,600

Sweeping Corp of America

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City Of Banning 4/24/24
Holly Stuart, MPA

Street Sweeping Services Renewal
Sourcewell Contract 062421-SWP for Request for Proposals No. 20-006.
SCA is pleased to offer a contract renewal with the nominal 3% CPI rate increase.
3,600 Curb Miles annually at a curb mile rate for fiscal 2024/2025 of $34.60
Annual total $124,560
Additionally, the services renewal will include as needed services in the amount not to exceed $10,300.
Normal working hours 7am -5 pm additional work hourly rate $109.
After hours emergency call out rate $185 per hour portal to portal.
Adding to the contract for fiscal 2024/2025 the following Parking lots to the commercial 1 x per month schedule.

- Repplier parking lot located at 789 N San Gorgonio Ave. $107.09 per sweep.
- Roosevelt Williams parking lot located at 1101 E George St. $107.09 per sweep.
- Lions parking lot located at 955 S Hargrave St. $107.09 per sweep.

Total $3,855.25
The sweeping services renewal not to exceed a total of $138,715.25.



TERRY ROBERTS

District Sales Manager

Sweeping Corp. of America

16251 Construction Cir W

Irvine, CA 92606

Direct: 714.620.4740

troberts@sweepingcorp.com

AMENDMENT NO. 5 TO STREET SWEEPING AGREEMENT (C00644) BY AND BETWEEN THE CITY OF BANNING AND SCA OF CA, LLC.

THIS AMENDMENT NO. 5 TO THE AGREEMENT FOR STREET SWEEPING ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **SCA OF CA, LLC**, a Delaware limited liability company ("Contractor")" is effective as of this day: _____.

RECITALS

A. On June 11, 2020, City and Contractor entered into that certain Agreement for Street Sweeping ("Agreement") whereby Contractor agreed to provide Street Sweeping Services following Request for Proposals No. 20-006, in an amount not to exceed Ninety-One Thousand One Hundred Seventy-Six Dollars and Five Cents ($91,176.05).

B. On June 8, 2021, City and Contractor amended the Agreement ("Amendment No. 1") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2022, and to provide for compensation for services in that extended term in an amount not to exceed Eighty-Six Thousand Six-Hundred Eighty Dollars ($86,680.00).

C. On April 22, 2022, City and Contractor amended the Agreement ("Amendment No. 2") to accept the Contractor name change. On March 4, 2021, SCA of CA, LLC. completed the acquisition of Cannon Pacific Services, Inc., dba Pacific Sweeping, changing the company name to SCA of CA LLC. All current and future documentation will list SCA of CA, LLC. as the Contractor.

D. On July 26, 2022, City and Contractor amended the Agreement ("Amendment No. 3") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2023, include minor changes to the rates, and to provide for compensation for services in that extended term in an amount not to exceed One Hundred Twenty-Two Thousand Seven Hundred Sixteen Dollars ($122,716.00).

E. On June 16, 2023, City and Contractor amended the Agreement ("Amendment No. 4") to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, include minor changes to the rates, and to provide for compensation for services in that extended term in an amount not to exceed One Hundred Thirty-One Thousand Seven Hundred Twelve Dollars ($131.712.00).

F. City and Contractor now desire to amend the Agreement ("Amendment No. 5") in accordance with City Council approval to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2025, modify the scope of services and to provide compensation for the extended contract term in an amount not to exceed One Hundred Thirty-Eight Thousand Seven Hundred Fifteen Dollars and Twenty-Five Cents ($138,715.25).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 3 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(b) Section 7 – "Compensation" of the Agreement is amended to provide that Contractor's total compensation shall not exceed One Hundred Thirty-Eight Thousand Seven Hundred Fifteen Dollars and Twenty-Five Cents ($138,715.25), for a new contract total amount not to exceed Five Hundred Seventy Thousand Nine Hundred Ninety-Nine Dollars and Thirty Cents ($570,999.30).

(c) The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 5, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 5 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 5, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 5, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 5.

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

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 5 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONTRACTOR

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

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

ATTACHMENT "1"

Sweeping Corp of America

City Of Banning 4/24/24
Holly Stuart, MPA

Street Sweeping Services Renewal
Sourcewell Contract 062421-SWP for Request for Proposals No. 20-006.
SCA is pleased to offer a contract renewal with the nominal 3% CPI rate increase.
3,600 Curb Miles annually at a curb mile rate for fiscal 2024/2025 of $34.60
Annual total $124,560
Additionally, the services renewal will include as needed services in the amount not to exceed $10,300.
Normal working hours 7am -5 pm additional work hourly rate $109.
After hours emergency call out rate $185 per hour portal to portal.
Adding to the contract for fiscal 2024/2025 the following Parking lots to the commercial 1 x per month schedule.

- Repplier parking lot located at 789 N San Gorgonio Ave. $107.09 per sweep.
- Roosevelt Williams parking lot located at 1101 E George St. $107.09 per sweep.
- Lions parking lot located at 955 S Hargrave St. $107.09 per sweep.

Total $3,855.25
The sweeping services renewal not to exceed a total of $138,715.25.



TERRY ROBERTS

District Sales Manager

Sweeping Corp. of America

16251 Construction Cir W

Irvine, CA 92606

Direct: 714.620.4740

troberts@sweepingcorp.com

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Holly Stuart, Public Works Program Manager** **Arturo Vela, Director of Public Works**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-65, Receiving a Report in Connection with the Proposed Collection on the 2024-25 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single-Family and Multi-Family Accounts for Calendar Year 2023, Setting a Public Hearing on the Report and Making a Determination of Exemption Under CEQA**

RECOMMENDATION:

Adopt Resolution 2024-65.

BACKGROUND:

On April 27, 2021, the City Council approved a solid waste franchise agreement with Waste Management of the Inland Empire (Waste Management) for Residential and Commercial Garbage, Recyclable Materials and Organics Waste Collection, Transportation, Recycling and Disposal Services (Franchise Agreement), effective July 1, 2021.

In accordance with the Franchise Agreement, on October 12, 2021, the City Council adopted Ordinance No. 1576, amending and restating Chapter 8.28, "Garbage Collection and Disposal," of Title 8, "Health and Safety," of the Banning Municipal Code. In addition to implementing many aspects of the new Franchise Agreement, the ordinance allows the collection of delinquent residential service charges on the County Tax Roll in accordance with the Franchise Agreement and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("Article 4"). The operative date of the amendments to the Municipal Code was January 1, 2022.

Pursuant to Article 4 of the Franchise Agreement, delinquent charges collected on the County Tax Roll will be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City.

The Franchise Agreement establishes that Waste Management shall provide solid waste collection services to residential accounts, which includes both single-family dwellings (SFD) and multi-family dwellings (MFD) and that services provided to residential accounts that become delinquent are not able to be discontinued. In consideration of Waste Management not being able to discontinue residential services, the City committed to working with Waste Management in placing qualifying residential delinquencies on the County Tax Roll. To initiate the process, the Franchise Agreement requires Waste Management, on May 1st of each year or such other agreed upon date, to notify the City in writing that it seeks to have the City place qualifying delinquencies on the County Tax Roll. At no cost to the City, Waste Management is responsible for timely preparing required information, reports, notices, and

materials.

Pursuant to the Franchise Agreement, a qualifying delinquent charge is a SFD or MFD charge that is at least 90 days in arrears and for which Waste Management has provided at least one written notice of the delinquency by mail to the service recipient and to the property owner, as listed on the last equalized assessment roll.

JUSTIFICATION:

As permitted by the Franchise Agreement, Article 4, Waste Management submitted a formal letter to the City requesting that qualifying delinquent solid waste service charges for calendar year 2023 be placed on the 2024-25 County Tax Roll, including a description of each parcel within the City for which there is a qualifying delinquent charge ("Identified Parcel") and the delinquent amount for each Identified Parcel (the "Report"). The Report is on file in the office of the City Clerk. Amounts listed in the Report include past due charges for service and delinquent fees (2.5% or $5 minimum on balances over $15) and County Tax Roll Fees that amount to 10% of unpaid balances per occurrence.

For the 2023 calendar year period, Waste Management's request amounts to 890 delinquent residential accounts for a total principal balance of $340,655. The principal balance includes all invoices within the dates of January 1, 2023 through December 31, 2023, and include service fees, monthly late fees, extra services and may include multiple account billings for some parcels. Multiple account billings usually occur when the parcel has multiple units on one parcel.

The City Council must hold a Public Hearing on the Report and cause notice of the Public Hearing to be published and mailed. Under this resolution, the City acknowledges receipt of the Report, sets a public hearing on the Report on June 25, 2024, and directs the City Clerk to cause notice of the public hearing to be mailed and published. Notice must be published at least 14 days prior to the date of the Public Hearing and again at least five days after the first publication. The notice must be mailed at least 14 days prior to the Public Hearing to the owner of each Identified Parcel at the address shown on the last equalized assessment roll available on the date the Report was prepared or as known to the City Clerk, and to the address to which the invoices are customarily mailed, if different than the owner's address.

The notice will identify that delinquent account holders or parcel owners have until July 19, 2024, to resolve any outstanding balances directly with Waste Management and be removed from placement on the County Tax Roll. Consequently, following this date, Waste Management shall provide an updated Report to the City which reflects the removal of any resolved delinquencies from the initial list. At the time of the Public Hearing, staff will provide the updated Report including an updated number of delinquent residential accounts to be placed on the County Tax Roll and the revised principal balance.

At the Public Hearing, the City Council shall hear and consider all objections or protests, if any, to the Report. If the City Council finds at the conclusion of the Public Hearing that the protest is made by the owners of a majority of the separate Identified Parcels, then the Report shall not be adopted and the delinquent charges shall not be collected on the County Tax Roll. In the absence of a majority protest, the City Council may adopt or reduce any delinquent charge or overrule any or all objections.

By approving this Resolution, the City Manager or his designee is authorized, prior to the submission of the delinquent charges to the County Auditor Controller for collection on the 2024-25 County Tax Roll, to remove from the Report any Identified Parcel for which the delinquent charge has been paid in full, or to reduce the delinquent amount set forth in the Report for any Identified Parcel for which there has been a partial payment of the delinquent amount.

Under this approval, the City Council will be authorizing the scheduling of a Public Hearing on June 25, 2024 and directing staff to initiate the County Tax Roll collection process.

CEQA:

City staff has evaluated the proposed collection of the delinquent charges on the County Tax Roll for purposes of compliance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. City staff has determined that the proposed collection of delinquent charges on the tax roll is an activity covered by the common sense exemption in that it can be seen with certainty that there is no possibility that such collection may have a significant effect on the environment because the collection only addresses the cost of an existing service provided to the public and not the commencement of a new service or program. Accordingly, the process for the collection of the delinquent charges on the County Tax Roll is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3).

FISCAL IMPACT:

At no cost to the City, Waste Management shall be responsible, without limitation, for all costs associated with preparing required information, including but not limited to, reports, notices, and materials, publication costs, and Riverside County fees. The Franchise Agreement provides that the City will pay Waste Management moneys collected from the payment of the delinquent charges placed on the County Tax Roll, less the franchise fee equal to twelve and one-half percent (12.5%).

ALTERNATIVES:

1. Adopt Resolution 2024-65 as recommended.
2. Adopt Resolution 2024-65 with modifications.
3. Reject Resolution 2024-65 and provide alternative direction to staff. If rejected, pursuant to the Franchise Agreement, Waste Management shall have the right to dispute the denial action by pursing measures outlined in the Franchise Agreement.

ATTACHMENTS:

1. Resolution 2024-65, WM Tax Roll Additions for Solid Waste Delinquencies.docx
2. Attach2_WMLetter_4.04.24.pdf

RESOLUTION 2024-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, RECEIVING A REPORT IN CONNECTION WITH THE PROPOSED COLLECTION ON THE 2024-25 RIVERSIDE COUNTY PROPERTY TAX ROLL OF DELINQUENT SOLID WASTE SERVICE CHARGES FOR SINGLE-FAMILY AND MULTI-FAMILY ACCOUNTS, SETTING A PUBLIC HEARING ON THE REPORT, AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA

WHEREAS, the City Council is authorized pursuant to Section 8.28.270 of the Banning Municipal Code and Article 4 of Chapter 6 of Part 3 of Division 5 of the California Health and Safety Code, commencing with Section 5470 ("HSC Code"), to levy and collect annual service charges for the collection, transportation, recycling and disposal of solid waste ("Charges") and to have the delinquent Charges for single-family and multi-family accounts collected on the County of Riverside Property Tax Roll ("Tax Roll"); and

WHEREAS, the City Council agreed to collect qualifying delinquent Charges for single-family and multi-family accounts on the Tax Roll in consideration of the agreement of the City's franchised hauler, Waste Management of the Inland Empire ("Waste Management"), not to discontinue collection services for single-family and multi-family customers with delinquent accounts; and

WHEREAS, pursuant to HSC Section 5473, delinquent Charges collected on the Tax Roll shall be collected in the same manner, by the same persons, and at the same time as, together with and not separately from, the general taxes of the City; and

WHEREAS, pursuant to its solid waste franchise agreement with the City, Waste Management notified the City in writing on April 4, 2024, that it seeks to have the City collect qualifying delinquent Charges for single-family and multi-family accounts for the 2023 calendar year on the 2024-25 Tax Roll. Pursuant to the Franchise Agreement, a qualifying delinquent Charge is a Charge that is at least 90 days in arrears and for which Waste Management has provided at least one written notice of the delinquency by mail to the service recipient and to the property owner, as the property owner is listed on the last equalized assessment roll ("Delinquent Charge"); and

WHEREAS, the City has caused a written report to be prepared and filed with the City Clerk in accordance with HSC Sections 5473 and 5473a ("Report"). The Report contains a description of each parcel within the City for which there is Delinquent Charge in connection with a single-family or multi-family account ("Identified Parcel") and the delinquent amount for each Identified Parcel. The City has received the Report, which is on file in the office of the City Clerk; and

WHEREAS, the City Council desires to set a public hearing on the Report pursuant to HSC Sections 5473 and 5473a to consider collecting the Delinquent Charges on the 2024-25 Tax Roll, as described herein.

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

SECTION 1. Each of the above recitals is true and correct and is adopted by the City Council.

SECTION 2. The City Council concurs with staff's determination that the proposed collection of the Delinquent Charges on the 2024-25 Tax Roll is exempt from the California Environmental Quality Act ("CEQA") because it can be seen with certainty that there is no possibility that such collection will have a significant effect on the environment because the collection of the Delinquent Charges on the Tax Roll only addresses the cost of an existing service provided to the public and not the commencement of a new service or program. Consequently, the City Council finds the process for the collection of the Delinquent Charges on the 2023-24 Tax Roll is exempt from CEQA pursuant to State CEQA Guidelines Section 15061 (b)(3).

SECTION 3. The City Council hereby sets a Public Hearing at 5:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 99 East Ramsey Street, Banning, CA, on June 25, 2024, to hear any objections or protests to the Report and the collection of the Delinquent Charges on the 2024-25 Tax Roll in accordance with the Report.

SECTION 4. The City Clerk is hereby directed to cause notice of the filing of the Report and the time and place of the Public Hearing thereon to be: (i) published prior to the date set for the Public Hearing pursuant to HSC Section 5473.1 and Government Code Section 6066, and (ii) mailed at least 14 days prior to the date of the Public Hearing to the owner of each Identified Parcel at the address shown on the last equalized assessment roll available on the date the Report was prepared or as known to the City Clerk, and to the service address, if different than the owner's address.

SECTION 5. At the Public Hearing, the City Council shall hear and consider all objections or protests, if any, to the Report. The City Council may continue the Public Hearing from time to time. If the City Council finds at the conclusion of the Public Hearing that the protest is made by the owners of a majority of the separate Identified Parcels, then the Report shall not be adopted and the Delinquent Charges shall be collected separately from the Tax Roll and shall not constitute a lien against any parcel. In the absence of a majority protest, the City Council may adopt or reduce any Delinquent Charge or overrule any or all objections and shall make its determination upon the Delinquent Charges as described in the Report, which determination shall be final. Further, the City Council authorizes the City Manager or designee, prior to the submission of the Delinquent Charges to the County Auditor Controller for collection on the 2024-25 Tax Roll, to remove from the Report any Identified Parcel for which the Delinquent Charge has been paid in full, or to reduce the delinquent amount set forth in the Report for any Identified Parcel for which there has been a partial payment of the delinquent amount.

SECTION 6. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-65, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

WM
17700 Indian St
Moreno Valley, CA 92551

April 4, 2024,

Mr. Art Vela, P.E.
Director of Public Works/City Engineer
City of Banning
99 East Ramsey Street
Banning, CA 92220

RE: 2023 Tax Roll Process

Dear Mr. Vela,

Per Section 4.02.1 of the Franchise Agreement, WM is required to provide notification in writing by May 1st of our intent to place delinquent accounts on tax roll for calendar year 2023.

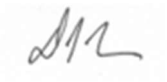
4.02.1 Delinquent SFD and MFD Service Accounts. Contractor shall provide SFD and MFD Service Recipients with a notice of delinquency in the event of non-payment if an account is five (5) or more days past due. Contractor will not discontinue Collection Service from delinquent SFD and MFD Service Units. In consideration for Contractor's agreement to not discontinue Collection Service from delinquent SFD and MFD Service Units, City agrees to assist Contractor with placing and collecting qualifying delinquencies on the tax roll in accordance with Health & Safety Code §5473a. Contractor shall, by May 1st of each year or at such other time as agreed upon by City and Contractor, notify City in writing as to whether it will seek to have City place and collect qualifying delinquencies on the tax roll. Contractor shall be responsible for timely preparing, at no cost to City, all required information, reports, notices, and materials including without limitation, the report required by Health & Safety Code §5473, the notices required by Health & Safety Code §5473.1, and paying for any publication costs. City agrees that it shall within one-hundred twenty (120) days after the Effective Date of this Agreement adopt the necessary ordinance authorizing collection of eligible delinquent SFD and MFD Service Recipients on the tax roll, and to hold all hearings, timely publish all notices, and to timely make all filings required under the above sections, provided Contractor has timely provided the required information, reports, notices, and materials to City. For the purposes of this Section, a "qualifying delinquency" is an SFD or MFD Service Recipient that is at least ninety (90) days in arrears and for which Contractor has provided at least one written notice of the delinquency delivered to the service recipient and to the property owner, as that owner is listed on the last equalized assessment roll, by mail. City shall pay Contractor money collected from payment of the delinquent fees, less the Franchise Fee and the City's cost to administer the tax roll lien process.

WM
17700 Indian St
Moreno Valley, CA 92551

Once we established the dates, we will provide the customer delinquent report, notification to customers, and all other required information and support for the hearing, and any other related activities to this matter.

Should you have any questions, please contact me at (951) 415-4389. Thank you for your time.

Respectfully,



Douglas Tani
Public Sector Manager
WM

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Laurie Sampson, Assistant City Manager**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consider Resolution 2024-66, Approving an Office Lease with Riverside County on Behalf of the Emergency Management Department for Office Space within the Armory Located at 2041 W. Nicolet St. to be used by the Radio Amateur Emergency Service (RACES)**

RECOMMENDATION:

Adopt Resolution 2024-66.

BACKGROUND:

RACES stands for "Radio Amateur Civil Emergency Service" a protocol created by the Federal Emergency Management Agency (FEMA) and the Federal Communications Commission (FCC). Many government agencies across the county train their Auxiliary Communications Service volunteers using RACES protocol. Amateur Radio Operators, also known as Ham Radio Operators, are an important component in an Emergency Communication Plan. The Radios will still operate without cell towers and phone lines.

JUSTIFICATION:

The Pass Area RACES organization is highly trained and is an integral part of the Emergency Response Plan should an emergency occur. The Armory has been designated as the Emergency Operations Command (EOC) and having RACES located in the building will ensure any emergency operation is conducted efficiently.

FISCAL IMPACT:

RACES will pay $1 per year for a total of three years, with an option to renew. They will also contribute to the utilities of the Armory at a rate of $100 per month.

ALTERNATIVES:

The Pass Area RACES groups have used several locations to train and store their equipment. None have worked out long term. As the Armory is now our designated Emergency Operations Center housing RACES there is the best solution to the needs of RACES and the City. If RACES must find another location it would impede communications in the event of an emergency.

ATTACHMENTS:

1. Resolution 2024-66, Office Lease Agreement with RivCo.docx
2. Banning - Office Lease_Armory Bldg (RACES) draft.pdf

RESOLUTION 2024-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN OFFICE LEASE WITH RIVERSIDE COUNTY ON BEHALF OF THE EMERGENCY MANAGEMENT DEPARTMENT FOR OFFICE SPACE WITHIN THE ARMORY LOCATED AT 2041 W. NICOLET ST. TO BE USED BY THE RADIO AMATEUR EMERGENCY SERVICES (RACES)

WHEREAS, RACES stands for "Radio Amateur Civil Emergency Service" a protocol created by the Federal Emergency Management Agency (FEMA) and the Federal Communications Commission (FCC). Many government agencies across the county train their Auxiliary Communications Service volunteers using RACES protocol. Amateur Radio Operators, also known as Ham Radio Operators, are an important component in an Emergency Communication Plan. The Radios will still operate without cell towers and phone lines; and

WHEREAS, the Pass Area RACES organization is highly trained and is an integral part of the Emergency Response Plan should an emergency occur. The Armory has been designated as the Emergency Operations Command (EOC) and having RACES located in the building will ensure any emergency operation is conducted efficiently; and

WHEREAS, RACES will pay $1 per year for a total of three years, with an option to renew. They will also contribute to the utilities of the Armory at a rate of $100 per month.

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

SECTION 1. The City Council approves the Office Lease Agreement with Riverside County Emergency Management Services and authorizes the City Manager to sign said agreement.

SECTION 2. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions, and record the Agreement with he County of Riverside

PASSED, APPROVED AND ADOPTED this 14th day of May 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-66, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A

Office Lease Agreement with Riverside County ON Behalf of the Emergency Management Department

OFFICE LEASE

(Space in Armory Building)

This OFFICE LEASE ("Lease") is dated _____, 2024, and is entered into by and between the CITY OF BANNING (the "Landlord") and the COUNTY OF RIVERSIDE (the "Tenant") on behalf of the Emergency Management Department.

RECITALS

A. Landlord is the owner of certain real property (the "Property") located in the City of Banning, County of Riverside, State of California, commonly known as the Armory Building (the "Building"), located at 2041 Nicolet Street (APN: 538-082-013).

B. Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, office space in the Building commonly known as the south office room (approximately 162 square feet of space) described on Exhibit "A" (the "Premises"), upon and subject to the terms and conditions hereinafter set forth.

AGREEMENT

1. Memorandum of Lease; Term; Termination Option.

(a) Concurrently with its execution and delivery of a counterpart original of this Lease, Tenant shall also execute and deliver to Landlord a counterpart of the Memorandum of Lease in substantially the form attached hereto as Exhibit "B" for execution and recording by Landlord, as required by California law.

(b) The term of this Lease shall commence on _____, 2024, and shall expire three (3) calendar years thereafter ("Term"), unless terminated earlier in accordance with the terms of this Lease. Landlord shall give Tenant keys to the door of the Building and the door of the Premises and the alarm code, and Tenant shall not change any locks or codes. Tenant acknowledges that its use of the areas of any portions of the Building and parking areas other than the actual Premises is non-exclusive and is in common with the Landlord and other tenants of the Building.

(c) Either party may terminate this Lease at any time upon sixty (60) days' prior written notice to the other party.

2. Use: Compliance with Laws.

(a) The Premises may be used by Tenant solely for City of Banning and County of Riverside emergency response operations performed by Tenant's volunteer operators of Radio Amateur Civil Emergency Service ("RACES"). RACES is a protocol created by the Federal Emergency Management Agency and the Federal Communications Commission (FCC Part 97, Section 407). The RACES volunteer operators serve Tenant pursuant to guidelines and mandates established by Riverside County emergency management officials. The RACES volunteer operators are: (1) licensed Radio Amateurs; (2) certified by a civil defense agency; (3) able to

communicate on Amateur Radio frequencies during drills, exercises, and emergencies; and (4) the only Amateur Radio operators authorized to transmit during declared emergencies when the President of the United States specifically invokes the *War Powers Act*.

(b) Tenant agrees that the Premises and its use of the Premises will at all times be in strict compliance with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction, and Tenant, at its sole cost and expense, agrees to comply with all such laws, rules, and regulations, including, without limitation, all laws, rules, and regulations requiring the making of structural or extraordinary repairs or replacements to the Premises and all laws, rules, and regulations relating to the use, generation, storage, or release of Hazardous Materials. In addition to Tenant's other obligations of indemnity under this Lease, Tenant agrees to indemnify, protect, defend (by counsel reasonably satisfactory to Landlord) and hold Landlord and its officials, officers, agents, and employees, and each of them, harmless from and against all claims, losses, liabilities, actions, judgments, costs, and expenses (including reasonable attorneys' fees and costs) which they, or any of them, may suffer or incur arising from or relating to the use, generation, storage or release by Tenant, its agents, employees, contractors, guests or invitees of any Hazardous Materials in, on, or about the Premises.

(c) "Hazardous Materials" shall mean any and all of the following:

(i) any substance, product, waste, or other material of any nature whatsoever which is or becomes listed, regulated, or for which liability arises for misuse, pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C.A. § 9601 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C.A. § 1801 *et seq.*; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C.A. § 6901 *et seq.*; the Toxic Substances Control Act, 15 U.S.C.A. § 2601 *et seq.*; the Clean Water Act, 33 U.S.C.A. § 1251 *et seq.*; the Insecticide, Fungicide, Rodenticide Act, 7 U.S.C.A. § 136 *et seq.*; the Superfund Amendments and Reauthorization Act, 42 U.S.C.A. § 6901 *et seq.*; the Clean Air Act, 42 U.S.C.A. § 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C.A. § 300f *et seq.*; the Solid Waste Disposal Act, 42 U.S.C.A. § 6901 *et seq.*; the Surface Mining Control and Reclamation Act, 30 U.S.C.A. § 1201 *et seq.*; the Emergency Planning and Community Right to Know Act, 42 U.S.C.A. § 11001 *et seq.*; the Occupational Safety and Health Act, 29 U.S.C.A. §§ 655 and 657; the Hazardous Waste Control Act, Health & Saf. Code, § 25100 *et seq.*; the Hazardous Substance Account Act, Health & Saf. Code, § 25330 *et seq.*; the California Safe Drinking Water and Toxic Enforcement Act, Health & Saf. Code, § 25249.5 *et seq.*; the Underground Storage of Hazardous Substances, Health & Saf. Code, § 25280 *et seq.*; the Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Saf. Code, § 25300 *et seq.*; the Hazardous Waste Management Act, Health & Saf. Code, § 25170.1 *et seq.*; the Hazardous Materials Response Plans and Inventory, Health & Saf. Code, § 25001 *et seq.*; the Porter-Cologne Water Quality Control Act, Wat. Code, § 13000 *et seq.*, all as they may from time to time be amended;

(ii) any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or for which liability for misuse arises pursuant to any other federal, state, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree due to its hazardous, toxic or dangerous nature;

(iii) any petroleum, crude oil, or any substance, product, waste, or other material of any nature whatsoever that contains gasoline, diesel fuel, or other petroleum hydrocarbons other than petroleum and petroleum products contained within regularly operated motor vehicles; and

(iv) polychlorinated biphenyls (PCB), radon gas, urea formaldehyde, asbestos, and lead.

3. Rent. As rent for the Premises, Tenant agrees to pay to Landlord the sum of One and No/100 Dollar ($1.00) per year without prior notice and without offset or deduction.

4. Concessions. Landlord is not providing any so-called tenant concessions or allowances.

5. CASp Statement; "AS-IS" Premises.

(a) The Premises have not been inspected by a Certified Access Specialist (CASp). A CASp can inspect the subject premises and determine whether they comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, a commercial property owner or lessor may not prohibit Tenant or a tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of Tenant or a tenant, if requested by Tenant or a tenant. The parties must mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject premises.

(b) Landlord and Tenant hereby agree that Landlord will not be obligated to obtain or pay for such an inspection report, and will not make or pay for any necessary repairs or alterations (all of which shall be the responsibility of the Tenant under this Lease).

(c) Tenant acknowledges that it has inspected the Premises and Tenant warrants and agrees that it is thoroughly familiar with the Premises and all aspects thereof, including, without limitation, the physical condition of the Premises, the zoning of the Premises and all other restrictions and limitations applicable to the Premises (whether or not of public record).

(d) Tenant acknowledges and agrees that the Premises are satisfactory to Tenant in all respects. Tenant agrees that neither Landlord nor any one acting on Landlord's behalf has made any representation or warranty of any kind or nature whatsoever respecting the condition of the Premises, their suitability for Tenant's use, or any other matter relating to the Premises (including, without limitation, the environmental condition of the Premises) or this Lease, and Tenant agrees that it is leasing the Premises in their "AS-IS CONDITION AND WITH ALL FAULTS."

6. Maintenance.

(a) Tenant agrees that it will, at its sole cost and expense, maintain the Premises and all portions thereof in a good, clean, and safe condition and state of repair. Tenant agrees that

Landlord has no obligation of any kind or nature to maintain, repair, or replace the Premises or any portion of the Premises.

(b) Tenant agrees that Tenant is solely responsible for the security, protection, and insuring of its equipment, materials, and other property, and that of its employees, servants, and contractors, located on or about the Premises. Tenant agrees that Landlord will have no liability of any kind or nature respecting any loss or theft of, or damage to, any such equipment, materials, or other property.

7. Insurance.

(a) Throughout the term of this Lease, Tenant shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager or his/her designee at any time and in his/her sole discretion, including Tenant's self-insurance program. The following policies of insurance or their equivalent as part of a program(s) of self-insurance acceptable to both parties, are required:

(i) Commercial general liability insurance which shall be at least as broad as Insurance Services Office (ISO) form CG 00 01 and shall include insurance for "bodily injury" and "property damage," including premises and operation, completed operations, and contractual liability (including, without limitation, indemnity obligations under this Lease) with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) general aggregate for bodily injury and property damage.

(ii) Commercial automobile liability insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than One Million Dollars ($1,000,000) per accident for bodily injury and property.

(iii) Workers' compensation insurance as required under the California Labor Code.

(iv) Property insurance against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

(b) In the event Tenant purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

(c) Tenant shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Tenant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his or her designee. At the option of the City Manager, or his or her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Landlord, its officers, officials, employees, agents and volunteers; or (ii) Tenant shall

provide a financial guarantee, satisfactory to the City Manager, or his or her designee, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. At no time shall Landlord, its officers, officials, employees, agents, or volunteers be responsible for the payment of any deductibles or self-insured retentions.

(d) All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, or reduced in coverage or in limits except after thirty (30) calendar days' written notice by certified mail, return receipt requested, has been given to Landlord. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Tenant shall furnish Landlord with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during this Lease, Tenant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

(e) The General Liability insurance policy shall be written on an occurrence form and shall name Landlord and its officers, officials, employees, agents, and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Tenant's insurance shall be primary and no contribution shall be required of Landlord, its officers, officials, employees, agents, or volunteers. The coverage(s) shall contain no special limitations on the scope of protection afforded to Landlord and its officers, officials, employees, agents, and volunteers. Should Tenant maintain insurance with broader coverage and/or limits of liability greater than those shown above, Landlord requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Tenant. Any workers' compensation insurance policy shall contain a waiver of subrogation as to Landlord and its officers, officials, employees, agents, and volunteers. The property insurance policy shall name Landlord as a loss payee.

(f) Upon Landlord's request, Tenant shall immediately furnish Landlord with a complete copy of any insurance policy required under this Lease, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Lease.

(g) The fact that insurance is obtained by Tenant shall not be deemed to release or diminish Tenant's liability, including, without limitation, liability under the indemnity provisions of this Lease. The duty to indemnify Landlord and its officers, officials, employees, agents, and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Tenant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Tenant, its board members, officers, officials, employees, members, agents, volunteers, persons under Tenant's supervision, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

(h) Tenant and its insurers hereby waive all rights of recovery against Landlord and its officers, officials, employees, agents, and volunteers, on account of injury, loss by, or damage to Tenant or its officers, officials, employees, members, agents, volunteers, persons under Tenant's supervision, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or

anyone employed directly or indirectly by any of them, or its property or the property of others under its care, custody and control. Tenant shall give notice to its insurers that this waiver of subrogation is contained in this Lease. This requirement shall survive termination or expiration of this Lease.

(i) If Tenant should sublease the Premises under this Lease, Tenant shall require sub-lessee to provide insurance protection in favor of Landlord, its officers, officials, employees, agents, and volunteers in accordance with the terms of each of the preceding paragraphs, except that the sub-lessee's certificates and endorsements shall be on file with Tenant and Landlord prior to the commencement of any sublease.

8. Damage/Destruction of Tenant Property. Landlord has no obligation to reimburse Tenant for the loss of or damage to fixtures, equipment or other personal property, except for loss or damage as is caused by the active gross negligence or willful misconduct of Landlord or its officers, employees, or agents. Tenant may insure all fixtures, equipment, or other personal property for its own protection if it so desires.

9. Indemnification.

(a) Tenant shall indemnify, hold harmless, and defend Landlord and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including, without limitation, personal injury, death at any time, and property damage, including damage by fire or other casualty) incurred by Landlord, Tenant, or any other person, and from any and all claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of: (i) the occupancy, maintenance, and use of the Premises and/or; (ii) the performance of this Lease. Tenant's obligations under the preceding sentence shall apply regardless of whether Landlord or any of its officers, officials, employees, agents, or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs, or damages caused solely by the gross negligence, or by the willful misconduct, of Landlord or any of its officers, officials, employees, agents, or volunteers.

(b) Should Tenant sublease the Premises under this Lease, Tenant shall require each sub-lessee to indemnify, hold harmless, and defend Landlord and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

(c) This requirement shall survive termination or expiration of this Lease.

10. Utilities. Tenant agrees to pay, as additional rent, without prior demand and without deduction or offset, on or before the first business day of each calendar month (prorated for any partial calendar month during the Term of this Lease), the sum of One Hundred and No/100 Dollars ($100.00) per month for water, sewer, gas, heat, light, power, and all other utilities or services of any kind supplied to the Premises. It is agreed that Landlord is not liable for any failure or interruption of any utility or service, and the failure or interruption of any utility or service will not entitle Tenant to terminate this Lease or stop making any rental or other payments due under this Lease.

11. Taxes. Tenant acknowledges that this Lease may create a possessory interest subject to taxation and that Tenant may be subject to payment of any and all taxes levied on that possessory interest. Tenant shall also pay any property taxes assessed on its personal property.

12. Alterations.

(a) Tenant agrees that it will not make any alterations or improvements to the Premises, or any portion of the Premises, without Landlord's prior written consent in its sole and absolute discretion. No alterations or additions may affect the structural portions of the Premises, including, without limitation, the exterior or interior load-bearing walls, the foundation, or the roof of the Premises. Landlord shall be under no obligation to give its consent. If Landlord consents to the making of any alterations or improvements, Tenant agrees that such alterations or improvements will be made in strict compliance with all applicable laws, rules, and regulations of all governmental authorities having jurisdiction, will be performed in a good and workmanlike manner, and will be made in compliance with such other conditions, including, without limitation, the obtaining of performance and completion bonds, as Landlord may require in connection with the granting of its consent.

(b) Tenant agrees that it will pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Tenant at or for use on the Premises, which claims are or may be secured by any mechanics' or materialmen's lien against the Premises or any interest therein. All alterations and improvements made by Tenant shall, at Landlord's option and at Tenant's sole cost and expense, be removed from the Premises at the end of the term of this Lease and the Premises restored to their condition prior to the making of such alterations or improvements.

13. Tenant's Property. All trade fixtures, equipment, and personal property of Tenant located at the Premises will remain the property of Tenant during the term of this Lease and may be removed by Tenant at any time and shall be removed by Tenant prior to the expiration or other termination of the term of this Lease. If Tenant does not do so, Landlord may retain or dispose of any such remaining fixtures, equipment, and personal property without obligation or liability to Tenant, and Tenant hereby waives all statutes and other laws to the contrary. Tenant, at Tenant's cost and expense, must promptly repair all damage to the Premises occasioned by Tenant's removal of its trade fixtures, equipment, and personal property.

14. Premises Damage and Destruction. If the Premises or any portion thereof are damaged or destroyed by any casualty (whether or not insured), either party may terminate this Lease by written notice to the other.

15. Assignment, Subletting, and Invitees. Tenant may not assign any of its rights or delegate any of its duties under this Lease, or sublet all or any part of the Premises nor permit the occupancy thereof by any other person or entity, except that the RACES volunteers operators shall be permitted invitees of Tenant's in the Premises. Within seven (7) business days of the date of this Lease, Tenant shall provide Landlord with a list of names of the RACES volunteer operators who Tenant intends to invite and permit on the Premises, and shall provide Landlord with an updated list of such operators within five (5) calendar days of Tenant's subsequent changes to permitted invitees.

16. Tenant Default. The occurrence of any one or more of the following shall constitute a default by Tenant:

(a) Failure by Tenant to make payment of rent or any other payments required to be made by Tenant hereunder within five (5) business days after written notice that they are past due.

(b) Failure by Tenant to keep and maintain any of the insurance required to be kept and maintained by Tenant under this Lease.

(c) Failure by Tenant to observe or perform any of the covenants or provisions of this Lease, other than as provided in subsections (b) and (c) of this Section 16, when such failure continues for a period of thirty (30) days after written notice of such failure is given by Landlord to Tenant; provided, that if the nature of Tenant's failure is such that more than thirty (30) days are reasonably required for its cure, then Tenant will not be deemed to be in default if Tenant promptly commences such cure and thereafter diligently prosecutes such cure to completion.

17. Remedies. If Tenant is in default, then, in addition to all other rights and remedies which Landlord may have at law or in equity, Landlord has the following rights and remedies which are not exclusive but are cumulative:

(a) To the extent permitted by law, Landlord can, with or without terminating this Lease, reenter the Premises and remove all property and persons therefrom, and any such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Tenant. If Landlord elects to reenter or shall take possession of the Premises pursuant to legal proceedings or pursuant to any notice provided by law, and if Landlord has not elected to terminate this Lease, Landlord may either recover all rent as it becomes due under this Lease or relet the Premises or any part or parts thereof for such term or terms and upon such provisions as Landlord may deem advisable and will have the right to make repairs to and alterations of the Premises. No reentry or taking possession of the Premises by Landlord is to be construed as an election to terminate this Lease unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any reletting without termination by Landlord because of Tenant's default, Landlord may at any time after such reletting elect to terminate this Lease because of such default if Landlord elects to relet the Premises without terminating this Lease, then rent received by Landlord therefrom will be applied as follows:

(i) First, to any indebtedness from Tenant to Landlord other than rent due from Tenant;

(ii) Second, to all costs and expenses, including, without limitation, for maintenance, repairs, or alterations, incurred by Landlord in connection with reletting the Premises; and

(iii) Third, to the payment of rent due and unpaid under this Lease and the residual, if any, will be held by Landlord and applied in payment of future rent as the same may become due and payable under this Lease and to any damages and other amounts that Landlord is otherwise entitled to under this Lease. Should that portion of such rent received from such reletting during any month, which is applied to the payment of rent hereunder, be less than

the rent payable hereunder during that month by Tenant, then Tenant agrees to pay such deficiency to Landlord immediately upon demand. In no event will Tenant be entitled to any excess rent received by Landlord from such reletting.

(b) Landlord can terminate Tenant's right to possession of the Premises at any time. No act by Landlord other than giving written notice to Tenant will terminate this Lease. Acts of maintenance, efforts to relet the Premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant any amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default.

(c) Without waiving the default, Landlord can, at its sole option, pay such sums and/or take such actions as are necessary in Landlord's reasonable judgment in order to cure the default, and all sums expended or incurred by Landlord in connection therewith, together with interest thereon at the maximum rate permitted by law, shall be paid by Tenant to Landlord immediately on demand.

18. Landlord Entry. Landlord and its authorized representatives shall have the right upon reasonable prior written notice to Tenant to enter all portions of the Premises for any of the following purposes: (a) to determine whether the Premises are in good condition and whether Tenant is complying with its obligations under this Lease; (b) to inspect the Premises; (c) in connection with Landlord's design and construction planning respecting Landlord's future use of the Premises; and (d) to post notices of non-responsibility. Notwithstanding the foregoing to the contrary, Landlord and its authorized representatives shall have the right to enter the Premises at any time, and without notice to Tenant, where an emergency situation necessitates such entry. No exercise by Landlord of its rights under this Section shall entitle Tenant to any damages for any injury or inconvenience occasioned thereby or to any abatement of rent or other amounts payable under this Lease.

19. Surrender of Premises. Upon the expiration or other termination of the term of this Lease, Tenant agrees to surrender possession of the Premises, and every part thereof, to Landlord in good order, condition, and repair, ordinary wear and tear alone excepted. "Ordinary wear and tear" does not include any damage or deterioration that would have been prevented by good maintenance practice or by Tenant performing all of its obligations under this Lease.

20. Notices. Except as otherwise provided, all notices required or permitted to be given under this Lease must be in writing and addressed to the parties at their respective notice addresses set forth below; provided, that notices to Tenant may also be effectively given in writing and addressed to Tenant at the Premises address. Notices must be given by commercial delivery service) or by first-class mail, postage prepaid. Notices will be deemed effectively given, in the case of overnight messenger delivery, upon receipt (or if receipt is refused, upon attempted delivery), and in the case of mailing, three (3) days following deposit into the custody of the United States Postal Service (or inability to deliver, as shown on the return receipt). The notice addresses of the parties are as follows:

If to Landlord:

City of Banning
Attention: City Manager
99 East Ramsey Street
Banning, California 92220

If to Tenant:

Radio Amateur Civil Emergency Service
c/o Riverside County Emergency Management Department
Attention: Erik Ramirez
450 E. Alessandro Boulevard
Riverside, California 92508

21. Waiver and Release of Relocation Benefits. Tenant acknowledges that upon the expiration or earlier termination of the Term, including any extension thereof, or upon termination of any holdover tenancy (collectively "Expiration of Tenancy"), Tenant might be or become eligible to receive compensation, reimbursement, assistance, including, without limitation, the fair market value of real and personal property, loss of goodwill, loss of profits, actual and reasonable expenses for moving a business, loss of tangible personal property as a result of moving the business, expenses incurred in searching for a replacement site for the business, expenses to reestablish the business at the new site, "in-lieu payments," and other such benefits (collectively "Benefits") under the California Relocation Assistance Act (Gov. Code, § 7260 *et seq.*), Title 25 of the California Code of Regulations, Article 1, § 19 of the California Constitution, the California Eminent Domain Law (Code Civ. Proc., § 1230.010 *et seq.),* or other similar local, state, or federal statute, ordinance, regulation, rule, or decisional law (collectively "Compensatory Laws"). Tenant further acknowledges that it has received full and fair compensation of all Benefits Tenant is or might be or might become entitled to recover from Landlord as a result of, or in any way related to, Expiration of the Tenancy, Landlord's acquisition of the Premises, and Landlord's occupancy and possession of the Premises. Therefore, being fully informed of and understanding the acknowledgments made herein and of Tenant's rights or potential rights to Benefits under the Compensatory Laws, Tenant hereby expressly and unconditionally waives, and releases Landlord from, any and all rights of Tenant to claim, demand, sue for, or receive any Benefits which Tenant is or might be or might become entitled to recover from Landlord as a result of, or in any way related to, Expiration of the Tenancy, Landlord's acquisition of the Premises, and Landlord's occupancy and possession of the Premises.

22. General.

(a) The acceptance by Landlord of any rental or other payments due hereunder with knowledge of the breach of any of the terms, covenants, or provisions of this Lease by Tenant shall not be construed as a waiver of any such breach. The acceptance at any time or times by Landlord of any sum less than that which is required to be paid by Tenant shall, unless Landlord specifically agrees otherwise in writing, be deemed to have been received only on account of the obligation for which it is paid, and shall not be deemed an accord and satisfaction notwithstanding any provisions to the contrary written on any check or contained in any writing transmitting the same.

(b) The titles to the sections of this Lease are for convenience of reference only and are not a part of this Lease and shall have no effect upon the construction or interpretation of any part of this Lease. Any exhibits attached to this Lease are, however, a part of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of California, without regard to any otherwise governing principles of conflicts of law. In construing this Lease, none of the parties to it shall have any term or provision construed against it solely by reason of its having drafted the same.

(c) Any provision of this Lease that is invalid, illegal, or unenforceable shall be ineffective to the extent of such invalidity, illegality, or unenforceability without invalidating, diminishing, or rendering unenforceable the rights and obligations of the parties under the remaining provisions of this Lease.

(d) No term or provision of this Lease may be amended, altered, modified, or waived orally or by a course of conduct, but only by an instrument in writing signed by a duly authorized officer or representative of the party against which enforcement of such amendment, alteration, modification, or waiver is sought. Any amendment, alteration, modification, or waiver shall be for such period and subject to such conditions as shall be specified in the written instrument effecting the same. Any waiver shall be effective only in the specific instance and for the specific purpose for which given.

(e) This Lease and all exhibits attached to it constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements (whether written or oral) with respect to that subject matter.

(f) This Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(g) If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing party as fixed by the court.

(h) Time is of the essence of each provision hereof in which time is a factor.

The parties have caused this Lease to be duly executed by their respective duly authorized officers or representatives as of the date first set forth above.

LANDLORD:

CITY OF BANNING

_____

Alberto Sanchez, Mayor_____

Attest:

_____

Caroline Patton, Administrative City Clerk

Approved as to Form:

By: _____
Serita Young,
City Attorney

TENANT:

COUNTY OF RIVERSIDE

By: _____
Print Name: _____
Title: _____

Attest:

_____
Name:
Title:

Approved as to Form:

_____

Minh C. Tran,
County Counsel

By: _____
Melissa R. Cushman,
Deputy County Counsel

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(Attached.)

EXHIBIT "B"

FORM OF MEMORANDUM OF LEASE

(Attached.)

RECORDING REQUESTED BY,
AND WHEN RECORDED MAIL
TO:

City of Banning
99 East Ramsey Street
Banning, California 92220
Attention: City Manager

SPACE ABOVE THIS LINE FOR RECORDER'S USE

The undersigned declares that this Memorandum of Lease is exempt from Recording Fees pursuant to California Government Code Section 27383.

Exempt from Documentary Transfer Tax: Lease term less than 35 years.

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "**Memorandum**") is dated as of _____, 2024, and is entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("**Tenant**") and the CITY OF BANNING, a California municipal corporation ("**Landlord**").

R E C I T A L S

A. Landlord and Tenant executed that certain Office Lease dated _____, 2024 (the "**Lease**") for space in certain real property located in the City of Banning, County of Riverside, State of California commonly known as the Armory Building, located at 2041 Nicolet Street (APN: 538-082-013) (the "**Property**") described on Exhibit "A" (the "**Premises**").

B. Landlord and Tenant now desire to record this Memorandum in order to comply with California law requiring that municipal leases be recorded.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions contained in the Lease, Landlord and Tenant hereby agree as follows:

1. Lease. Landlord has leased the Premises to Tenant, and Tenant has leased the Premises from Landlord, upon and subject to the terms and conditions set forth in the Lease. The Lease is hereby incorporated herein by this reference.

2. Term. The term of the Lease commences on _____, 2024, and expires on _____, 2027, unless the Lease is terminated earlier in accordance with the provisions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date and year first above written.

TENANT:

COUNTY OF RIVERSIDE
a political subdivision of the State of California

By: _____
Print Name: _____
Title: _____

Attest:

_____
_____

Name:
Title:

LANDLORD:

CITY OF BANNING,
a municipal corporation

By: _____
Doug Schulze, City Manager

Attest:

_____
Caroline Patton,
Administrative City Clerk

EXHIBIT "A"

DESCRIPTION OF LEASED PREMISES

(Attached.)

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-67, Approving the Third Amendment for Contract Services (C00698) for Landscape Maintenance Services for Park's Maintenance with Mariposa Landscapes, Inc. in the not to exceed amount of $139,787.64 for FY 2024/2025**

RECOMMENDATION:

Adopt Resolution 2024-67.

BACKGROUND:

On February 23, 2021, The City Council of the City of Banning awarded a fifteen-month agreement (C00698) with Mariposa Landscapes, Inc., for the landscape maintenance of the five of the City of Banning's parks through June 30, 2022. The original fifteen-month agreement was in the amount of $96,684.00 to cover monthly service costs, with a 10% contingency to allow for additional work and irrigation repair services as needed, for a total not to exceed $106,352.

On May 10, 2022, The City Council adopted Resolution 2022-56 approving the first amendment to the original agreement extending the term for an additional twelve months. The compensation for twelve month extension included a CPI adjustment of 8.6% based on the U.S. Department of Labor Consumer Price Index(CPI) Riverside – San Bernardino – Ontario Area and was for a not to exceed amount of $101,638.80

On May 23, 2023, The City Council adopted Resolution 2023-99 approving the second amendment to the original agreement extending the term for an additional twelve months through June 30, 2024. The scope of work added the Aquatic Center, Community Center, and Senior Center to the contract. These sites were previously included in Public Works LMD contract. The compensation for twelve month extension included a CPI adjustment of 7.9% based on the U.S. Department of Labor Consumer Price Index(CPI) Riverside – San Bernardino – Ontario Area and was for a not to exceed amount of $135,848.14.

The original agreement allowed for four (4) one-year extensions if the services were provided to the expected level within the scope of work. Mariposa Landscapes has performed at or above expectations with regard to their service over the last 36 plus months, has proven themselves responsive to questions, interacts well with staff and continues to provide and offer ideas for improvements for our Park's system.

For the reasons stated, it is staff's recommendation that the City authorize Amendment No. 3 to the Park's Landscape Maintenance agreement with Mariposa Landscapes, Inc. for Fiscal Year 2024-25.

The scope of work for landscape maintenance services includes turf management; shrub bed

maintenance; tree care and pruning; fertilization; environmental weed and pest control program; irrigation monitoring and operations for the Park properties listed below:

1) Dysart Equestrian Park – 2101 Victory Ave.
2) Lion's Park – 955 S. Hargrave Street
3) Repplier Park – 201 W. George Street
4) Roosevelt Williams Park – 1101 E. George Street
5) Sylvan Park – 2798 W. George Street
6) Community Center and Senior Center –769&789 N. San Gorgonio Ave
7) Repplier Park Aquatic Center – 749 N. San Gorgonio Ave
8) Repplier Park and Community Center Parkway – 749, 769 & 789 N. San Gorgonio Ave

Amendment No. 3 includes two recommended changes to the original agreement:

1) Changes in the term – The extended term will be from July 1, 2024, through June 30, 2025.
2) Compensation adjustments: Pursuant to Section 2.1 of the original agreement, the total compensation can be adjusted to reflect the annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) Riverside – San Bernardino – Ontario Area. For the period from March 2023 to March 2024, the CPI was at 2.9%. Reflecting the CPI rate of 2.9%, the monthly service rate will increase from $10,291.51 to $10,589.97.

Note: Park sites and the cost breakdown is included in Attachment # 2 of this report.

JUSTIFICATION:

The Parks and Recreation Department does not have the required staff or equipment needed to perform the scope of work included in the Scope of Services and maintain the current service levels of our parks, therefore; it is necessary to retain a landscape maintenance contractor to provide these services. Mariposa Landscapes, Inc. came to the city as a highly respected vendor and has performed above expectations. The annual compensation pursuant to the agreement is within the normal parameters for park's landscape maintenance projects in the area.

FISCAL IMPACT:

The third Amendment for Landscape Maintenance of park properties with Mariposa Landscapes, Inc. increases compensation for FY 2024/25 in the amount of $139,787.64 which includes the monthly compensation amount of $10,589.97 plus a 10% amount for additional work that might include replanting of plants and trees and irrigation repairs.

The third Amendment to the agreement will be funded by the following operational budgets of the Parks and Recreation Department as follows:

1) Park Division – 001-3600-461.23-29 ($112,210)
2) Community Center – 001-4000-461.23-29 ($8,708)
3) Aquatic Center– 001-4010-461.23-29 ($13,089)
4) Senior Center – 001-4050- 461.23-29 ($5780.64)

ALTERNATIVES:

1. Adopt Resolution 2024-67 as recommended.
2. Adopt Resolution 2024-67 with modifications.
3. Do not approve Resolution 2024-67 and provide alternative direction to staff. The City Council may choose to reject this action which would result in a significant reduction in Parks landscape maintenance. The City does not have staff resources to perform the landscape maintenance included in the scope of work.

ATTACHMENTS:

1. Resolution 2024-67, Mariposa Landscaping Amendment.docx
2. Attachment # 1 - EXHIBIT A- RFP 20-035 Scope of Work.pdf
3. Attachment # 2 - Park's Landscape Maintenance -Cost Breakdown_2024-25.pdf
4. Attachment # 3 - C00698_MARIPOSA_LANDSCAPES_INC.pdf

5. Attachment # 4, Executed C00698_Mariposa_Landscapes_Inc_-_A1.pdf
6. Attachment # 5 - Executed C00698_Mariposa_Landscapes_Inc_-_A2.pdf
7. Attachment # 6 - Draft C00698_Mariposa_Landscapes_Inc_-_A3.pdf

RESOLUTION 2024-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE EXTENSION AND AMENDMENT OF THE LANDSCAPE MAINTENANCE CONTRACT FOR CITY PARKS WITH MARIPOSA LANDSCAPES, INC., FOR FISCAL YEAR 2024/2025 IN THE AMOUNT NOT TO EXCEED AMOUNT OF $ 139,787.64

WHEREAS, the Parks and Recreation Department does not have the required staff needed to provide parks landscape maintenance for City parks; therefore, it is necessary to retain a landscape maintenance service provider to maintain the current service level effectively, efficiently and safely for City parks; and

WHEREAS, at the regularly scheduled meeting on February 23, 2021, the City Council awarded a Park's Landscape maintenance contract (C00698) to Mariposa landscapes, Inc., for maintenance of City Parks; and

WHEREAS, the original contract was in the amount of $96,684.00, with a 10% contingency, for a total not to exceed amount of $106352.00; and

WHEREAS, the initial Agreement for maintenance of the City Parks was for a term of fifteen (15) months with four (4), one (1) year renewal options upon satisfactory review of the previously provided services; and

WHEREAS; On May 10, 2022, the City Council approved Amendment #1 to the contract extending the term through June 30, 2023; and

WHEREAS; On May 23, 2023, the City Council approved Amendment #2 to the contract extending the term through June 30, 2024; and

WHEREAS, Mariposa Landscape Services, Inc., has provided satisfactory service to the City over the term of Amendment #2; and

WHEREAS, the Contract Agreement with Mariposa Landscapes, Inc., provides an option to renew at the annual rate plus the annexed CPI for the previous year for up to two (2) additional years upon satisfactory review of the previously provided services; and

WHEREAS, Mariposa Landscape Services, Inc., has requested to extend the contract for FY 2024/25 at the annual rate plus a CPI adjustment of 2.9%; and

WHEREAS, staff recommends the continuation of Mariposa Landscape, Inc., services for Fiscal Year 2024/2025.

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

SECTION 1. Amendment No. 3 to the Agreement between the City of Banning and Mariposa Landscapes, Inc, is approved for an additional one (1) year term from July 1, 2024, to June 30, 2025 in the not to exceed amount of $139,787.64 including a 10% contingency for additional work not included in the scope of services.

SECTION 2. That the City Manager or his designee is authorized to make all necessary budget adjustments, appropriations and transfers related to the agreement for Landscape Maintenance of City parks

SECTION 3. That the City Manager is authorized to execute Amendment No. 3 with Mariposa Landscapes, Inc.

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

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-67, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment to Agreement with Mariposa Landscaping

IV. SCOPE OF WORK

IV.A Introduction

The City of Banning is seeking proposals from qualified contractors and intends to retain the services of a contractor to provide landscape maintenance services for its properties throughout the City. The City is considering awarding a contract to begin April 1, 2021, for a term of one (1) year and (3) three months with the option to renew for an additional four (4) single years upon an annual review of the provided services. The City of Banning reserves the right to accept or reject any or all proposals. These Specifications and Scope of Services shall become part of the contract Agreement.

The scope of services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations for all locations identified in this Request for Proposals ("RFP") and listed below:

- Dysart Park (2101 W. Victory Avenue)
- Lion's Park (9955 S. Hargrave Street)
- Repplier Park (201 W. George Street)
- Roosevelt Williams Park (1101 E. George Street)
- Sylvan Park (2801 W. Nicolet Street)

It is the responsibility of the Contractor to visit the sites and become familiar with the project locations and maintenance needs. It is the City's expectation that all land care and maintenance items identified in this RFP will be addressed.

IV.B TURF MANAGEMENT

1. Lawn Mowing
    1. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
    2. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
    3. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where

possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

4. Unless otherwise specified, grass cuttings need not be removed. However, when an inordinate amount of grass is evident, removal may be requested by staff with no extra charge to City for such removal by contractor. Clippings shall be legally disposed of offsite at the Contractor's expense. Special note: frequencies and turf height may change throughout the year in order to accommodate sports activities and facility use schedule; staff may request change in such turf height to address such activities.
5. Work shall be performed on the same day each week. Contractor shall provide a mow schedule to the City. Initial week schedule and any changes must be approved by the City prior to implementation. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within (3)) three working days.
6. Aeration: Contractor shall aerate all turf areas a minimum of once a year by removing one 1/2" diameter by 3" deep cores of sod with an aerator machine with not more than 66" spacing, once over. Aeration shall take place at an approved time frame each year. In addition, the tops of all mounds and any areas that show excessive compaction shall receive additional treatment as required, to alleviate this condition and allow for proper water penetration and minimal runoff. All damaged areas larger than 4" by 4" shall be seeded on an as-needed basis. The cores shall be dragged to breakup cores and allowed to remain or be removed at the Contractor's discretion with approval of the City.
7. Over seeding:- Annual (one time per year) over seeding shall take place. Contractor shall prepare turf (verticutting and aeration) prior to applying seed. Seed shall match existing lawn and will be provided by the City. All labor and the equipment to perform the over seeding will be the responsibility of the Contractor.

2. Edging and String Trimming
    1. Concurrent with every mowing, all turf grass borders shall be neatly and uniformly edged or trimmed. String trimmers (weed eaters) or similar equipment shall not be used around trees or shrubs or wooden posts or for hardscape/pathways/mow strips edging. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or other object within or immediately adjacent to lawn areas. Trim shall not exceed one half(1/2) - inch from hardscape.
    2. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.
    3. Care shall be taken to avoid damage to tree trunks, shrubs, sign posts, buildings, and other structures. Damage shall be promptly reported to the City's representative and repairs made promptly at the Contractor's expense. Any damage to tree trunks and/or shrubs shall be considered neglect and shall be replaced at the discretion of

City staff at the Contractor's expense. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed offsite prior to the completion of the day's operations or end of the day, whichever occurs first. CLIPPINGS/DEBRIS SHALL NOT BE BLOWN INTO STORM DRAINS OR INTO GUTTERS THAT DRAIN INTO STORM DRAINS BUT SHALL BE LEGALLY DISPOSED OF.

3. Clearing of Walks
    1. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

IV.C SHRUB BED MAINTENANCE

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
2. Planter beds will be groomed to promote an attractive, fresh appearance.
3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant dormant season.
    1. Pruning shall be performed by Contractor's designated staff member who is trained and demonstrated competency in proper pruning techniques.
    2. Prune shrubbery and hedges at established maintenance height.
    3. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
    4. Shearing of plants will occur only where previous practice has been to shear, or as directed.
    5. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
    6. Dead or damaged shall be removed whenever possible.
    7. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

IV.D TREE CARE & PRUNING

1. All trees will be "skirted" as needed per the City's request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of

planning beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

2. All trees under 12" total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
    1. Cuts will be flush and clean, leaving not stubs, or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
    2. Dead or damaged portion shall be removed whenever possible.
    3. Pruning to be performed by Contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
    4. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support. Replace stakes when damaged.

IV.E FERTILIZATION

1. Contractor shall provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
    1. Turf, shrub and ground cover areas will be fertilized with specifically formulated products including well-balanced, slow-release fertilizers customized seasonally by Contractor. Seasonally refers to "Winter" and "Summer" and different fertilizers will be used based on ground temperature.
    2. Fertilizer product will be selected based on plant type and season.

IV.F ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

1. All applications and herbicides or pesticides will be performed under the direction of California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacture's labels.
2. Broadleaf turf weeds will be treated as needed in the "Spring" and "Fall" with applicable materials.
3. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by using selected herbicides, including pre-emergent herbicides.

4. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
5. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations. Sheets shall be provided to the City.
6. Notice of scheduled use of pesticides and herbicides must be given to the City prior to use and signage on site may be required prior to application at the City's discretion.
7. Contractor shall be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

IV.G IRRIGATION EQUIPMENT AND OPERATION

1. . Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements, with water conservation methods in place. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City's representative.
2. Clean and adjust sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged of malfunctioning components beyond Contractor's control will be submitted as an extra.
4. The irrigation system shall be checked after each mowing for any damage. Damage caused to the irrigation system by Contractor shall be repaired within forty-eight (48) hours, unless otherwise agreed to, at no charge to the City.

IV.H GENERAL CONDITIONS

1. City is responsible for all cost associated with water.
2. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Manager. Radio and cellular phone communication will be available.
3. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor and the City. A monthly written, comprehensive maintenance and inspection reports shall be submitted with monthly billings.
4. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or

composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling materials.

5. During routine maintenance visits, the Contractor is responsible for removing trash and debris from the properties.

IV.I CONTRACTOR COMPENSATION

The City shall pay Contractor, as compensation for the services to be performed, the sum of per month listed in the Contract Agreement with additional adjustments as specified thereinafter.

Compensation may be adjusted annually, on July 1st of each year commencing on July 1, 2022, during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino- Ontario Area, or any successor index agreed upon by the City and Contractor, as set forth over the previous available twelve (12) months prior to the date of adjustment.

IV.J ADDITIONAL WORK

1. The Parks and Recreation Director or designee may authorize the Contractor to perform additional work. Additional work shall be defined as work not included in the specifications with the exception of additional sites, or portions thereof that may be added and shall be in writing.
2. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials cost. No work shall commence without written authorization from the Parks and Recreation Director, or designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the Parks and Recreation Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the Parks and Recreation Director or designee for written approval.
3. The cost estimate for additional work shall consist of the following elements:
    1. Wholesale cost of materials including sales tax plus ten percent (10%).
    2. Base cost of labor plus fifteen percent (15%) for overhead and profit.
4. Change Order - Written authorization for additional work from the Parks and Recreation Director or designee, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to the Contract Agreement and approved by both the Parks and Recreation Director and Contractor.
5. All additional work shall commence on the specified date established and shall diligently proceed until completion.

6. Upon completion of the additional work, the Parks and Recreation Director or designee shall be notified so that the work may be verified.
7. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate.
8. The Contractor's invoice shall be subject to audit and review by the City prior to payment.
9. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

IV.K INSPECTION

The Parks and Recreation Director or designee may inspect the work areas to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of any duty under this contract. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner agreed to by the Parks and Recreation Director or designee.

1. It shall be the Contractor's responsibility to inspect, and identify, any conditions(s) that renders any areas within this Contract Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Recreation Director or designee shall be notified immediately of any unsafe condition that requires correction.
2. During the inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions found, and the action taken.
3. The Contractor shall cooperate fully with the City of Banning in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Recreation Director or designee within five days following the occurrence.

IV.L SAFETY

1. The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines and materials or other hazards consequential or related to the work. The Contractor shall have sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to CAL-OSHA.
2. The Parks and Recreation Director or designee, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

Banning Park's Landscape Maintenance - Per Site Cost Breakdown FY 2024/25

Line Item	Location	Quantity	Unit of Measure	Monthly Rate 2023/24	CPI 2.90%	New Monthly Rate	Annual Rate
1	Dysart Equestrian Park - 2101 Victory Ave	12	Month	$927.07	$26.89	$953.96	**$11,447.52**
2	Lion/s Park - 955 S. Hargrave Street	12	Month	$2,152.13	$62.41	$2,214.54	**$26,574.48**
3	Repplier Park - 201 W. George Street	12	Month	$2,185.24	$63.37	$2,248.61	**$26,983.32**
4	Roosevelt Williams - 1101 El George Street	12	Month	$893.96	$25.92	$919.88	**$11,038.56**
5	Sylvan Park - 2798 W. George Street	12	Month	$2,119.01	$61.45	$2,180.46	**$26,165.52**
6	Community Center & Senior Center (769 & 789 N. San Gorgonio Avenue)	12	Month	$954.05	$27.67	$981.72	**$11,780.64**
7	Aquatic Center (749 N. San Gorgonio)	12	Month	$1,060.06	$30.74	$1,,090.80	**$13,089.60**
8	Repplier Park and Community Center Parkway. 749, 769 & 789 N. San Gorgonio Ave.	12	Month	Included in Line Items 6 & 7.	$0.00	$0.00	**$0.00**
			Totals >>>	**$10,291.52**	**$298.45**	**$10,589.97**	**$127,079.64**

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AGREEMENT FOR CONTRACT SERVICES (C00698)

FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS

By and Between

THE CITY OF BANNING,
A MUNICIPAL CORPORATION

and

MARIPOSA LANDSCAPES, INC.

a California corporation

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AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this day: 3/22/2021, by and between the **CITY OF BANNING**, **a municipal corporation** ("City") and **MARIPOSA LANDSCAPES, INC., a California corporation** and licensed contractor (California License Number 592268) ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals (RFP No. 20-035), the performance of the Services defined and described particularly in Article 1 of this Agreement, including turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations at the following locations: Dysart Park, Lion's Park, Repplier Park, Roosevelt Williams Park, and Sylvan Park.

B. Contractor, following submission of a proposal or bid for the performance of the Services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those Services.

C. On February 23, 2021, City Council approved the award and execution of this Agreement.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

E. The Parties desire to formalize the selection of Contractor for performance of those Services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those Services specified in the "Scope of Services" attached hereto as Exhibit "A" and "A-1" and incorporated herein by this reference, which Services may be referred to herein as the "Services" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and

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professional manner, and is experienced in performing the Services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Order of Precedence.

The Scope of Services shall include City's Request for Proposals ("RFP") and the Contractor's Response to the City's RFP ("Response") which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the RFP or Response, the terms of this Agreement shall govern. In the event of any inconsistency between the terms of the City's RFP and the Contractor's Response, the City's RFP shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

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1.6 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.7 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra Services beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said Services. No such extra Services may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the sum of NINETY SIX THOUSAND, SIX HUNDRED AND EIGHTY FOUR DOLLARS ($96,684.00) (the "Contract Sum") annually, unless additional compensation is approved pursuant to Section 1.7.

Compensation may be adjusted annually on July 1st of each year, or during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino-Ontario Area, or any successor index agreed upon by the City and Contractor, as set forth over the previous available twelve (12) months prior to the date of adjustment.

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2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor charges. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for Services performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice(s). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

ARTICLE 3. TERM

3.1 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence on April 1, 2021 and shall expire on June 30, 2022. This Agreement shall include the option to extend for four (4) additional one-year terms if agreed to in writing in advance by both Parties.

ARTICLE 4. COORDINATION OF SERVICES

4.1 Representatives and Personnel of Contractor.

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

Terry Noriega, President

4.2 Representative Name, Title.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principal. For purposes of this Agreement, the foregoing Principal may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

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4.3 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.4 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.5 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.6 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) that meet the standards specified in Section 5.5. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$2,000,000 aggregate for products and completed operations

$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee determines that the work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager, or his/her designee.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions.

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Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

5.2 General Requirements.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

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The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the Services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

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3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

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required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of 3 years following completion of the Services hereunder, and the City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Documents and Materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted Documents and Materials without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such Documents and Materials for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any

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Documents and Materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Services performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

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

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default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of Services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Agreement or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the Services actually performed hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have

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accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of Services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

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ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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9.6 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 3/22/2021
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Laurie Sampson 3/22/2021
5857E664E42A405...

Laurie Sampson Date
Acting Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin G Ennis 3/19/2021
940BF72E964348C...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Terry Noriega 3/19/2021
073E1ED56B0840B...

NAME: Terry Noriega Date
TITLE: President

NAME: Date
TITLE:

95-4245898
Tax ID No.

Address:
6232 Santos Diaz ST, Irwindale CA 91702

City Council Approval: 02/23/2021

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.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in RFP 20-035.

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IV. SCOPE OF WORK

IV.A Introduction

The City of Banning is seeking proposals from qualified contractors and intends to retain the services of a contractor to provide landscape maintenance services for its properties throughout the City. The City is considering awarding a contract to begin April 1, 2021, for a term of one (1) year and (3) three months with the option to renew for an additional four (4) single years upon an annual review of the provided services. The City of Banning reserves the right to accept or reject any or all proposals. These Specifications and Scope of Services shall become part of the contract Agreement.

The scope of services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations for all locations identified in this Request for Proposals ("RFP") and listed below:

- Dysart Park (2101 W. Victory Avenue)
- Lion's Park (9955 S. Hargrave Street)
- Repplier Park (201 W. George Street)
- Roosevelt Williams Park (1101 E. George Street)
- Sylvan Park (2801 W. Nicolet Street)

It is the responsibility of the Contractor to visit the sites and become familiar with the project locations and maintenance needs. It is the City's expectation that all land care and maintenance items identified in this RFP will be addressed.

IV.B TURF MANAGEMENT

1. Lawn Mowing
    1. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
    2. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
    3. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where

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possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

4. Unless otherwise specified, grass cuttings need not be removed. However, when an inordinate amount of grass is evident, removal may be requested by staff with no extra charge to City for such removal by contractor. Clippings shall be legally disposed of offsite at the Contractor's expense. Special note: frequencies and turf height may change throughout the year in order to accommodate sports activities and facility use schedule; staff may request change in such turf height to address such activities.
5. Work shall be performed on the same day each week. Contractor shall provide a mow schedule to the City. Initial week schedule and any changes must be approved by the City prior to implementation. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within (3)) three working days.
6. Aeration: Contractor shall aerate all turf areas a minimum of once a year by removing one 1/2" diameter by 3" deep cores of sod with an aerator machine with not more than 66" spacing, once over. Aeration shall take place at an approved time frame each year. In addition, the tops of all mounds and any areas that show excessive compaction shall receive additional treatment as required, to alleviate this condition and allow for proper water penetration and minimal runoff. All damaged areas larger than 4" by 4" shall be seeded on an as-needed basis. The cores shall be dragged to breakup cores and allowed to remain or be removed at the Contractor's discretion with approval of the City.
7. Over seeding:- Annual (one time per year) over seeding shall take place. Contractor shall prepare turf (verticutting and aeration) prior to applying seed. Seed shall match existing lawn and will be provided by the City. All labor and the equipment to perform the over seeding will be the responsibility of the Contractor.

2. Edging and String Trimming
    1. Concurrent with every mowing, all turf grass borders shall be neatly and uniformly edged or trimmed. String trimmers (weed eaters) or similar equipment shall not be used around trees or shrubs or wooden posts or for hardscape/pathways/mow strips edging. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or other object within or immediately adjacent to lawn areas. Trim shall not exceed one half(1/2) - inch from hardscape.
    2. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.
    3. Care shall be taken to avoid damage to tree trunks, shrubs, sign posts, buildings, and other structures. Damage shall be promptly reported to the City's representative and repairs made promptly at the Contractor's expense. Any damage to tree trunks and/or shrubs shall be considered neglect and shall be replaced at the discretion of

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City staff at the Contractor's expense. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed offsite prior to the completion of the day's operations or end of the day, whichever occurs first. CLIPPINGS/DEBRIS SHALL NOT BE BLOWN INTO STORM DRAINS OR INTO GUTTERS THAT DRAIN INTO STORM DRAINS BUT SHALL BE LEGALLY DISPOSED OF.

3. Clearing of Walks
    1. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

IV.C SHRUB BED MAINTENANCE

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
2. Planter beds will be groomed to promote an attractive, fresh appearance.
3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant dormant season.
    1. Pruning shall be performed by Contractor’s designated staff member who is trained and demonstrated competency in proper pruning techniques.
    2. Prune shrubbery and hedges at established maintenance height.
    3. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
    4. Shearing of plants will occur only where previous practice has been to shear, or as directed.
    5. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
    6. Dead or damaged shall be removed whenever possible.
    7. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

IV.D TREE CARE & PRUNING

1. All trees will be “skirted” as needed per the City’s request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of

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planning beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

2. All trees under 12" total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
    1. Cuts will be flush and clean, leaving not stubs, or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
    2. Dead or damaged portion shall be removed whenever possible.
    3. Pruning to be performed by Contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
    4. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support. Replace stakes when damaged.

IV.E FERTILIZATION

1. Contractor shall provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
    1. Turf, shrub and ground cover areas will be fertilized with specifically formulated products including well-balanced, slow-release fertilizers customized seasonally by Contractor. Seasonally refers to "Winter" and "Summer" and different fertilizers will be used based on ground temperature.
    2. Fertilizer product will be selected based on plant type and season.

IV.F ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

1. All applications and herbicides or pesticides will be performed under the direction of California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacture's labels.
2. Broadleaf turf weeds will be treated as needed in the "Spring" and "Fall" with applicable materials.
3. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by using selected herbicides, including pre-emergent herbicides.

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4. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
5. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations. Sheets shall be provided to the City.
6. Notice of scheduled use of pesticides and herbicides must be given to the City prior to use and signage on site may be required prior to application at the City's discretion.
7. Contractor shall be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

IV.G IRRIGATION EQUIPMENT AND OPERATION

1. . Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements, with water conservation methods in place. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City’s representative.
2. Clean and adjust sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged of malfunctioning components beyond Contractor’s control will be submitted as an extra.
4. The irrigation system shall be checked after each mowing for any damage. Damage caused to the irrigation system by Contractor shall be repaired within forty-eight (48) hours, unless otherwise agreed to, at no charge to the City.

IV.H GENERAL CONDITIONS

1. City is responsible for all cost associated with water.
2. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Manager. Radio and cellular phone communication will be available.
3. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor and the City. A monthly written, comprehensive maintenance and inspection reports shall be submitted with monthly billings.
4. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or

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composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling materials.

5. During routine maintenance visits, the Contractor is responsible for removing trash and debris from the properties.

IV.I CONTRACTOR COMPENSATION

The City shall pay Contractor, as compensation for the services to be performed, the sum of per month listed in the Contract Agreement with additional adjustments as specified thereinafter.

Compensation may be adjusted annually, on July 1st of each year commencing on July 1, 2022, during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino- Ontario Area, or any successor index agreed upon by the City and Contractor, as set forth over the previous available twelve (12) months prior to the date of adjustment.

IV.J ADDITIONAL WORK

1. The Parks and Recreation Director or designee may authorize the Contractor to perform additional work. Additional work shall be defined as work not included in the specifications with the exception of additional sites, or portions thereof that may be added and shall be in writing.
2. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials cost. No work shall commence without written authorization from the Parks and Recreation Director, or designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the Parks and Recreation Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the Parks and Recreation Director or designee for written approval.
3. The cost estimate for additional work shall consist of the following elements:
    1. Wholesale cost of materials including sales tax plus ten percent (10%).
    2. Base cost of labor plus fifteen percent (15%) for overhead and profit.
4. Change Order - Written authorization for additional work from the Parks and Recreation Director or designee, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to the Contract Agreement and approved by both the Parks and Recreation Director and Contractor.
5. All additional work shall commence on the specified date established and shall diligently proceed until completion.

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6. Upon completion of the additional work, the Parks and Recreation Director or designee shall be notified so that the work may be verified.
7. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate.
8. The Contractor's invoice shall be subject to audit and review by the City prior to payment.
9. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

IV.K INSPECTION

The Parks and Recreation Director or designee may inspect the work areas to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of any duty under this contract. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner agreed to by the Parks and Recreation Director or designee.

1. It shall be the Contractor's responsibility to inspect, and identify, any conditions(s) that renders any areas within this Contract Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Recreation Director or designee shall be notified immediately of any unsafe condition that requires correction.
2. During the inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions found, and the action taken.
3. The Contractor shall cooperate fully with the City of Banning in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Recreation Director or designee within five days following the occurrence.

IV.L SAFETY

1. The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines and materials or other hazards consequential or related to the work. The Contractor shall have sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to CAL-OSHA.
2. The Parks and Recreation Director or designee, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

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EXHIBIT "A-1"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in Proposal.

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M A R I P O S A
L A N D S C A P E S I N C

City of Banning

Request for Proposal

Landscape Maintenance Services for City Parks

RFP 20-035

Due: Tuesday, January 26, 2021 at 2:00 PM

CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
6232 Santos Diaz St., IRWINDALE, CA 91702 •TEL 800•794•9458 •FAX 626•960•8477
www.mariposa-ca.com
Our Core Values – Safety • Teamwork • Quality • Integrity

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MARIPOSA
LANDSCAPES INC

January 25, 2021

City of Banning
Shiloh Rogers, Purchasing Manager
99 E. Ramsey St.
Banning, CA 92220

Re: Request for Proposal Landscape Maintenance Services for City Parks, RFP 20-035

Thank you for the opportunity to submit our proposal. Mariposa Landscapes, Inc. looks forward to the competitive process.

Mariposa Landscapes, Inc. has been in business for over 40 years providing similar services for other cities and public agencies. Our attention to quality and detail is documented with a list of more than 99 award winning construction and maintenance projects that extends over four decades. Our depth of knowledge and level of experience in our management and supervisory personnel is unmatched by our competitors.

We have over 400 employees including Certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisors. We are available 24 hours a day through the answering service to address emergency call outs.

Our company has met every financial obligation for over 40 years and has established a corporate bonding capacity far in excess of any requirements across all business lines. Therefore, this enables us to be the most capable firm that will commit to provide the best level of service for the City of Banning.

Our price reflects necessary labor, services, equipment, and material to perform the work. We have the ability to comply with all the terms and requirements of the bid documents and the resulting contract. We have visited all sites and are familiar with the current conditions of each.

The contact person during the RFP review process will be Kevin Coon. His contact number is (626) 960-0196 and his email address is kevin.coon@mariposa-ca.com

We look forward to providing professional landscape maintenance services for the City of Banning and its residents, with the best interest in the well-being of the community and its appearance.

Respectfully,

Antonio Valenzuela, Secretary

CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
6232 Santos Diaz Street, Irwindale, CA 91702 •TEL 800•794•9458 •FAX 626•960•8477
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Qualifications

Mariposa Landscapes, Inc. is a full-service landscape company with vast experience performing large scale landscape maintenance similar in size and scope to that requested in this RFP for over 40 years. We understand our client's priorities and do everything in our power to honor the trust they place in us.

Mariposa is a full-service landscape company, with both Construction, complete Tree Service Operations, and Interior Plant Maintenance Divisions. In addition to the required C-27 license, we carry A, C-61/D-49, and C-31 licenses. This diversity of capabilities and proven expertise is not found with other landscape maintenance competitors.

We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients' investment.

We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.

We believe the depth of knowledge and level of experience being brought to the City of Banning by our team is unmatched by our competitors. Our many successful years of experience in providing similar maintenance services for the public entities, enables us to be the most responsive and responsible firm who will be committed to providing the best level of service in maintaining the public areas for the City.

As the City of Banning's Landscape Maintenance Contractor, Mariposa will:

- Provide qualified employees for these contracts to achieve professional results.
- Provide the required labor to achieve professional results and not necessarily an employee "head count"
- Provide clear and timely irrigation reports.
- Provide immediate information about hazards in contract areas
- Perform timely responses and offer solutions to issues or complaints (if and when they arise)
- Keep accurate records of requests for work, including date/time received and date/time completed.
- Provide suggestions to City of Banning for improvements to areas.
- Provide qualified extra labor, appropriate equipment, and materials for extra work projects.

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Company History

In 1977, Terry Noriega established Mariposa Landscapes in Rosemead, California, by providing landscape maintenance and installation for custom residential and small commercial clients. After five years, he created the Public Works Maintenance Division, in 1984 the Public Works Construction Division was added, and in 1987, a Tree Care Division was formed.

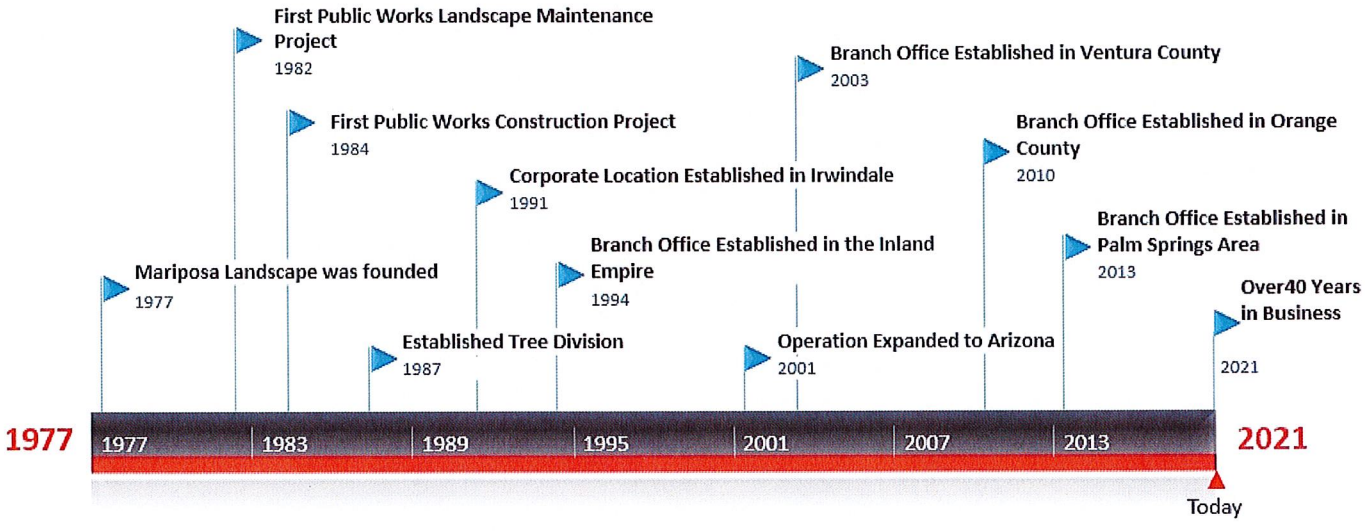
Mariposa Landscapes reincorporated in 1989 as Mariposa Horticultural Enterprises, Inc. In 2009, the company changed their business name back to Mariposa Landscapes, Inc. The company currently has a workforce of over 600 in California and Arizona.

A brief chronology:

- 1977 –The Company is established in Rosemead, California.
- 1982 –The Public Works Maintenance Division is formed.
- 1984 – The Public Works Construction Division is added.
- 1987 – The Tree Care Division is started.
- 1991 – Relocates to our current facilities in Irwindale, CA.
- 1994 – Expands operations by opening a branch in Fontana, CA.
- 2001 – Establishes an office in Glendale, Arizona.
- 2003 – Expands into servicing the Ventura County
- 2010 – Branch office established in Orange County

- 2013 – Branch Office established in Palm Springs Area
- 2021 – Over 40 years in Business!

Mariposa Landscapes, Inc. – Over 40 years of Excellence!



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Company Information

President: Terry Noriega
California Corporation: C1469653
California Employer ID: 368-4753-1
Date Incorporated: October 2, 1989

Licenses & Certificates

Contractors State License:	592268	C27, A, C61/D49
Qualified Applicators License:	103864	ABCDEFH
Pest Control Adviser License:	74416	ABCDEG
Pest Control Business License:	30977	
Irwindale Business License:	000538	
Supplier Clearinghouse MBE:	94HS0050	
City of Los Angeles MBE:	561730	
City of Los Angeles LBE:	37858	
LA County MBE:	43914	
LA Co. Agricultural Pest Control	1000279	
Certified Arborist:	*WE-1182A*	

State of California Contractors License



Proof of DIR Registration

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
MARIPOSA LANDSCAPES, INC.	1000005079	LOS ANGELES	IRWINDALE	CSLB:592268	Active	07/01/2019	06/30/2022

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Statement of Understanding and Approach

It is our intention to perform this contract per the City requirements as indicated in the proposal documents. We are confident that we will be able to improve over the current level of landscape maintenance that is being provided for the City of Banning. Our proposal includes an adequate level of labor, materials, and equipment to sustain a high level of landscape maintenance throughout the term of this contract.

Project Startup and Quality Control Coordination Meeting

The Project Estimator and the Account Manager review the project specifications and visit the project site(s) to develop a work plan for the completion of the project per specifications. A meeting including the Account Manager with key personnel responsible for carrying out the work, is held to discuss and coordinate how the project work will be performed.

Prior to commencement of contract work we will thoroughly inspect and document deficiencies. After this is completed for each location, we will provide the City with a detailed list. We will also include a proposal for restoring the area to its original condition if applicable.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for the meeting include:

- Project requirements per specifications.
- Record keeping documents and availability of necessary forms
- Review methods, sequence of work tasks and timeline.

Preparatory Site Inspection

The Account Manager performs a quality inspection of the work area and:

- Assesses the required work to be done per specifications.
- Verifies field measurements.
- Assures availability of required equipment and materials to complete the project.
- Identifies potential problems and develops an action plan to resolve them.

Labor

It is our goal to provide professional results. Therefore, we will assign the appropriate and trained crew force necessary to complete the specified activities in a professional and timely manner. To achieve the desired results, the appropriate labor will be assigned for every aspect of the work.

Scheduling

Mariposa Landscapes, Inc. will submit a final detailed schedule that includes all the routine activities. After submission and approval of this schedule, we will be ready to start work. Please refer to attached sample schedule.

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Communication and Yard Location

All communications will be routed through our main office and dispatch center. A 24-hour "800" number will be provided. Mariposa Landscapes will use all the current communication methods such as two-way radios and cellular phones. Our response time will meet or exceed the City's expectations.

Our office is open for communications from 6:00am to 4:00pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have numerous strategically located yards and offices to efficiently service all of Southern California.

Work in Process Quality Inspection

For each work task, the Account Manager, along with City representative, will perform an initial work in process inspection when the first portion of the work activity is completed. The Account Manager performs ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements.

Work Task Completion Inspection

Completion inspections are performed for each work task before starting other work activities. Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance.

Control of Punch Items and Nonconformance

Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. We expedite a corrective action that brings the workmanship of material issue into conformance by repair, replacement, or rework. Previously completed work is re-inspected for similar non-conformances. In the event that we cannot meet contract specifications, the customer will be notified, and customer approval of corrective action is required before proceeding.

Mariposa Landscapes, Inc. systematically prevents recurrences to improve quality. First, management monitoring is put into place to ensure work proceeds without incident. Then a structured problem-solving process identifies the root of the causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, and/or higher-grade materials. Follow up ensures that a problem is completely resolved. Non-conformance and their resolutions are recorded on a Non-Conformance Report.

Supervisor/Employee Ratio

Each Account Manager supervises a group of approximately twenty-five workers that breaks down into several work crews, each managed by a Foreman/Field Supervisor. The Account Manager covers a geographical area that will include several contracts for servicing. Each work crew is assigned to service one or more landscape maintenance contracts and is easily accessible to the supervisor.

The Account Manager is in daily communication with the Foreman/Field Supervisor personally or by cellular phone or radio to ensure that the schedule of work operations is followed in strict accordance with the guidelines of the contact. The Foreman/Field Supervisor routinely inspects the job site by walking it with his crew lead, identifying areas of concern and keeping the Account Manager, in charge of landscape maintenance operations, informed as to the condition of the sites in question. All work not in compliance in the opinion of the Account Manager will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.

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Work Methodology

Mariposa has reviewed the specifications necessary to provide landscape maintenance services for City parks. We have reviewed the specifications thoroughly and will adhere to the tasks that are detailed within them. We have a complete understanding of all the work that will be required of Mariposa Landscapes, Inc.

All workers/ crews assigned to the City of Banning contract will arrive at various locations within the city per the tasks and per the schedule (to be submitted upon start of contract).

- **General Maintenance** –Such tasks include trash/litter, visual inspections, leaf and debris control and any other tasks shall be performed by on-site worker(s) and/ or by a roaming crew(s)/personnel.
- **Specialty areas-**Tasks and less frequent tasks shall be performed by both the on-site workers and/or other Mariposa crew(s)/staff assigned to this contract.
- **General Turf/Grass Maintenance**- Such tasks include mowing, edging, detailing along with seasonal duties such as fertilization and weed control shall be performed by a designated mow crew, with additional personnel (if needed), per the agreed schedule.
- **Weed Control** – Manual weed control, along with chemicals, will be utilized for this contract. Any manual weed control shall be performed by the crew designated to this contract and any chemical application requiring certifications shall be performed by crew member(s) with proper qualifications (ie. QAC, QAL).
- **Landscape Maintenance**- Such tasks include tree, shrub, vine, and ground cover trimming and maintenance shall be performed by crew designated to the contract. The on-site crew will perform all aspects of the maintenance requirements.
- **Fertilization**- All fertilization shall be performed per the schedule. The City will be notified in advance of application days and locations. The crew assigned to the contract will be responsible for fertilization application and ensuring that the approved product type and rates are applied as per the City's requirements. All fertilizer application requirements will be performed to ensure that the fertilizer was applied and cleaned up properly. All applications will be recorded and identified per the city's requirements.
- **Pest & Rodent Control**- Such control shall be performed by crew member(s) with proper qualifications on an on-going basis or per the recommendations of our in-house PCA. We will utilize IPM per the City's requirements along with ensuring that all safety and regulatory measures are taken for the safety of the general public and for our employees. All required reports and recording of chemical use will be documented and submitted as required.

Our crews are trained and equipped with proper equipment to perform the landscape maintenances tasks per the specifications. Mariposa is committed to providing professional services that the City of Banning requires.

Mariposa Landscapes, Inc.

Below is a sample schedule
Final schedule to be submitted upon award of contract.

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Turf Areas	# of Frequencies	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBE			
		Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	
Litter Control, All Areas, Liner Replacement	Daily	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Mowing	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Edging & Detaling	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Blowing	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Sweeping	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Broadleaf Control	2 X year									■																												■											
Pre-emergent application	3 X year										■											■													■														
Fertilizations	3 X year										■														■													■										
Aeration	2 X year					■					■														■													■										
Pest Monitoring	Monthly				■				■				■				■				■				■				■				■				■				■				■			
Irrigation System Inspections	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

Shrubs & G.C Areas	# of Frequencies	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBE			
		Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	
Hedge Trimming	8 X year							■								■				■				■				■				■				■							■						
Ground-Covers Trimming	8 X year						■								■				■				■				■				■				■							■						
Ground-Covers Edging	8 X year						■								■				■				■				■				■				■							■						
Shrub Pruning	8 X year					■							■				■				■				■				■				■										■						
Deadheading & Cleaning	As Needed																																																
Weed Control	Monthly		■				■				■				■				■				■				■				■				■				■				■				■		
Fertilizations	2 X year										■																								■														
Pre-emergent application	3 X year										■																								■														
Mulching Refreashing	Monthly			■				■				■				■				■				■				■				■				■							■						
Annual Color	4 X year									■												■												■								■						
Premium Color	1 X year																																					■										
Removal of Dead Plants	As Needed																																															
Trees & Shrubs Safety Clearance	Monthly			■				■				■				■				■				■				■				■				■							■						
Irrigation System Inspections	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

Hardscapes	# of Frequencies	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
		Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Safety Inspection and Reporting	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Blowing	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Weed Control	As Needed																																															
Pressure Washing (Optional, Extra)																																																
Pest Treatment (Optional, extra)																																																
Plant replacement (Optional, Extra)																																																

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Customer Service

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

We bring decades of knowledge and in-depth experience to every landscape entrusted to our care. Building long-lasting relationships with our clients is important to us. We understand and respect our clients' goals and do everything in our power to ensure the well-being of their properties. We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible.

Service commitment to customers

- We believe that customer service is the most important aspect to our success.
- We provide courteous, responsive, high-quality service to our customers
- We seek innovative approaches to benefit our customer
- We listen to our customer and respond to suggestion and concerns with fairness and flexibility
- We respect our customer's privacy

Mariposa Landscapes, Inc. will communicate with the City of Banning before the work begins, during, and after the project is complete to insure that the City is completely satisfied with the services provided. In case of any complaint or irregularity, the Division manager will take immediate action to resolve any issues. Routine phone calls and emails will be used to track customer satisfaction.

We partner with our clients to achieve a common goal. From simple to complex projects, we coordinate our vast array of expertise to create the project our clients envision. We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. We are open to working closely with the City of Banning and we welcome all feedback.

While we always appreciate the accolades we receive, seeing our customers enjoy a well-executed and thriving landscape is still the most rewarding part of our work.

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Staffing Plan

Staff chart below lists job titles, experience, and responsibility of those that will be assigned to this contract.

Mariposa Landscapes, Inc. is open to working close with the City of Banning. We have over four decades of experience working with many cities and counties alike. We

Job Title	Minimum Experience and Responsibility
Account Manager	Over 10 years of experience conducting and overseeing Public Works, Commercial and Residential landscape maintenance work in the landscape industry. Will be the primary contact with the City of Banning and will be responsible for all aspects of project management.
Foreman	Will have a minimum of 10 years of experience in all aspects of maintenance operations including carrying out weekly schedules, documenting, communicating work reports and hazardous conditions.
Spray Technician	Will be responsible for all spraying of pre- and post-emergent, insecticides as needed, broadleaf control and all other spraying tasks. They will report directly to Mariposa's Account Manager and the City of Banning representative.
Laborers	Will have minimum 3 years' experience in all aspects of maintenance operations.

Manpower schedules are established and adjusted regularly with changes made seasonally in accordance with contract specifications. Our employees are cross trained, and this enables us to effectively assign additional personnel, should there be a fluctuation in service needs.

All of Mariposa Landscapes, Inc. contracts are internally monitored against budgets. Our Invoices are generated internally per the terms of each contract. Should the City require additional services, Mariposa will provide a complete cost proposal and will require approval before starting any services outside of the contracted work.

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Organization Memberships and Staff Certification

We are dedicated to having the best-trained workforce in the industry. As members of the California Landscape Contractors Association, we participate in the training programs offered by this industry organization. The CLCA sponsors a rigorous "hands-on" test administered under actual field conditions. With only a 20% first time pass rate, only the best workers are able to obtain the designation of CLT or Certified Landscape Technician. All of the managers and supervisors in our company have the CLT designation. No other contractor of our size and diversity in Southern California has achieved this many certifications.

We are members of the following organizations:

- CACM (California Association of Community Managers)
- CAI Orange County (Community Association Institute)
- CAI Los Angeles (Community Associations Institute)
- CAI Greater Inland Empire (Community Association Institute)
- CAI Coachella Valley (Community Association Institute)
- ASA (American Subcontractors Association)
- BIA Southern California (Building Industry Association)
- BIA Orange County (Building Industry Association)
- BOMA IE (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- CAPCA (California Association of Pest Control Advisors)

Licensing and Certifications

- California Contractor License 592268 C27-Landscaping, Class A-Engineering, C31 Traffic Control, C61/D49 Tree Services
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff

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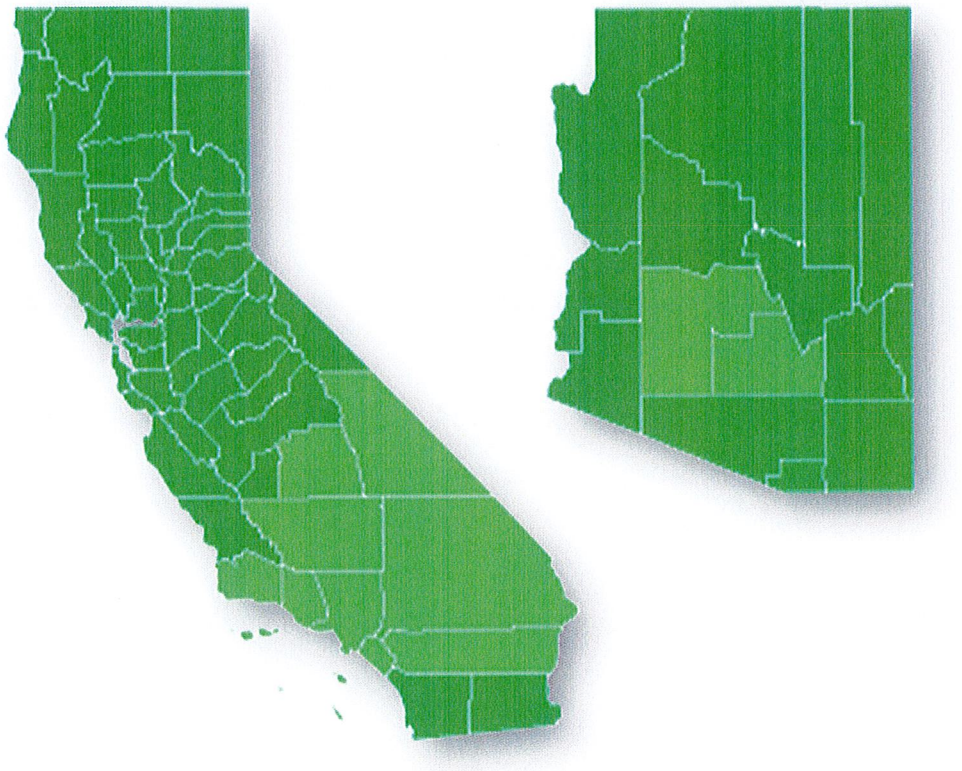
Location

Mariposa Landscapes, Inc. is a licensed contractor working in both Southern California and Arizona. We have numerous strategically located yards and offices to efficiently service our contracts. We can provide quick response times for additional and emergency services.

Mariposa owns 90% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics who can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

This contract will be serviced from our Bermuda Dunes yard location which is located minutes from the City of Banning.



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Innovation

Mariposa Landscapes Inc. understands the importance of Innovation in our trade, particularly with landscape maintenance services. Innovative options are always nurtured and encouraged by management.

Equipment, methods, and ideas are brought to the attention of the Mariposa Management Team on a regular basis. This provides an opportunity for the team to consider new options in all aspects of our business.

Historically, Mariposa has developed several innovative approaches to providing services and reporting to our customers. These have included some programs mentioned elsewhere in this document such as our Quality Control program, uniquely designed to catch issues, correct, and follow up.

Water conservation is key for all property owners, particularly in California. Mariposa has established an innovative partnership with Weathermatic. This company provides cutting edge ET based irrigation controllers nationwide. We are able to offer this product to replace existing older technology controllers, with significant water savings in every case.

At Mariposa Landscapes Inc. we value and expect the highest levels of Horticultural expertise. The owner and President of Mariposa, Terry Noriega, founded one of the premier native and drought tolerant plant nurseries in Southern California, El Nativo Growers, Inc.

As a landscape maintenance service provider, it is critical for Mariposa to stay in the forefront of understanding standards of care for emerging types of plants for use in landscapes.

Mariposa Landscapes Inc. is committed to continued improvements to minimize our equipment impacts on the environment. This takes continued study and testing by our Fleet Management team, to identify viable options and test productivity.

One of the most promising recent innovations being considered, is expanding the use of electric equipment. We have many electric blowers and string trimmers in use, although battery life is still a challenge for consistent commercial use. Concurrently, we have tested several electric powered mowers with promising results.

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References

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients. Below are cities for which we provide landscape maintenance services similar to those listed within the RFP.

Additional references are available upon request.

Name:	City of Newport Beach	**Contact:**	Kevin Pekar
Phone:	(949) 644-3069	**Email:**	kpekar@newportbeachca.gov
Address:	592 Superior Ave, Newport Beach, CA 92660	**Contract Term:**	Current
Description:	Landscape maintenance- Irrigation maintenance, turf maintenance, groundcover maintenance, shrub, vine and tree maintenance, hardscape maintenance, sand/wood chip area maintenance, drinking fountain maintenance. Specialty/sports atheletic area maintenance.		

Name:	City of Tustin	**Contact:**	Christine Zepeda
Phone:	(714) 573-3147	**Email:**	czepeda@tustinca.org
Address:	300 Centennial Way, Tustin, CA 92780	**Contract Term:**	Current
Description:	Landscape maintenance of City LMD areas, parks, medians and facilities. Duties include mowing, turf maintenance, pest control, litter removal, Irrigation system maintenance monitoring, fertilization, Aerification dethatching, weed control, pruning/shrubs, vine care and ground cover.		

Name:	City of Palm Desert	**Contact:**	Randy Chavez
Phone:	(760) 902-9064	**Email:**	rchavez@cityofpalmdesert.org
Address:	73-510 Fred Waring Dr., Palm Desert, CA 922(	**Contract Term:**	Current
Description:	Landscape maintenance. Duties inclcude litter control, plant maintenance, tree maintenance, turf maintenance, hardscape maintenance and irrigatin maintenance.		

Name:	Coachella Valley Water District	**Contact:**	Mike Munoz
Phone:	(760) 578-6471	**Email:**	mmunoz@cvwd.org
Address:	51501 Tyler St., Coachella, CA 92236	**Contract Term:**	Current
Description:	Landscape services of 40 District sites around the Valley: Services include plant litter, trash control, weed control, pest control, plant maintenance, tree maintenance, hardscape maintenance, planter maintenance and irrigation system maintenance.		

Name:	City of Rancho Cucamonga	**Contact:**	Steve Relph
Phone:	(909) 477-2730 *4116	**Email:**	steve.relph@cityofrc.us
Address:	9153 9th St., Rancho Cucamonga, CA 91730	**Contract Term:**	Current
Description:	Landscape Maintenance of Medians and Parkways: Shrub, groundcover, vine and landscape mulch maint., tree maintenance, pest control, hardscape maintenace, restroom maintenance and drinking fountain maint.		

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Evidence of Insurance- General Liability

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888.333.4949 FAX (A/C, No): 507.446.4564 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 171235.5 MARIPOSA LANDSCAPES INC 8212 SANTOS DIAZ ST IRWINDALE, CA 91702-3207	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 0 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	6069499	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6069499	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6069500	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER	CANCELLATION
08 A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael G Kern

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Evidence of Insurance- Workers Compensation

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tami Mason	
Global Risk, LLC 800 Wilshire Blvd., Second Floor Los Angeles CA 90017	PHONE (A/C, No, Ext): (213) 550-2253	FAX (A/C, No): (213) 550-2258
	E-MAIL ADDRESS: tmason@globalriskcap.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentry Casualty Company	28460
INSURED Mariposa Landscapes, Inc. 6232 Santos Diaz St. Irwindale CA 91702	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Cert ID 308 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	Y	90-20720-01 00 191	04/01/2020	04/01/2021	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance Only!

CERTIFICATE HOLDER	CANCELLATION
Mariposa Landscapes Inc. 15529 Arrow Highway Irwindale CA 91706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tami Mason

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Proposal Forms (Exhibit A)

Please note that all required Proposal Forms have been uploaded as a separate attachment.

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OUR VALUES ARE...



Safety Being the primary foundation of our company. We emphasize "safety first" on every worksite and in all our training programs. Our employees are taught to be aware of, and responsible for, safety at all times. We strive to prevent injuries and accidents and provide a safe environment for staff and customers alike.

Teamwork We work together, seeking input from all team members to organize our efforts for the greater good. We always remain open to change, embracing new methods and techniques to achieve the highest levels of quality and efficiency. We are considerate of team members, provide support, and encourage their growth, resulting in the ultimate outcome for the team.

Quality We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients' investment.

Integrity We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.

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AMENDMENT NO. 1 TO AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS ("Amendment No. 1") by and between the **CITY OF BANNING** ("CITY") and **MARIPOSA LANDSCAPES, INC.** ("Contractor") is effective as of this day: August 2, 2022.

RECITALS

A. On February 23, 2021, CITY awarded a Landscape Maintenance Agreement to Mariposa Landscapes, Inc. The Agreement provided that Contractor would provide those services specified in the Agreement and in the Scope of Services attached to the Agreement as Exhibit "A-1". The Agreement included a Schedule of Compensation attached as Exhibit "C" which specified that Contractor's total compensation would not exceed One Hundred and Six Thousand Three Hundred and Fifty-Two Dollars ($106,352), which included a 10% contingency for additional work.

B. On March 22, 2021, the CITY and Mariposa Landscapes Inc., executed the Landscape Maintenance Agreement for City Parks – (C00698)

C. On May 10, 2022, City adopted City Council Resolution No. 2022-56, which authorized the First Amendment of the Agreement to extend the term for an additional one-year term to expire June 30, 2023 and increase compensation for services provided under the Agreement to an amount that shall not exceed One-Hundred One Thousand, Six-Hundred Thirty Eight Dollars and Eighty cents ($101,638.80).

TERMS

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

Section 2.1 of the Agreement is amended to read as follows:

(a) 2.1. Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor a monthly amount of Seven Thousand Six Hundred

Ninety-Nine Dollars and ninety-one cents ($7,699.91) for twelve (12) months through June 30, 2023. Additionally, the City may authorize extra work for services not included in the agreed Scope of Services of a not to exceed amount of Nine Thousand Two Hundred and Thirty-Nine dollars and eighty-nine cents ($9,239.89) for a total not to exceed amount of One Hundred and One Thousand Six Hundred and Thirty-Eight Dollars and eighty cents ($101,638.80) The total compensation, including reimbursement for actual expenses, from April 1, 2021 through June 30, 2023, shall not exceed Two Hundred and Seven Thousand Nine Hundred and

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Ninety dollars and eighty cents ($207,990.80) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

(b) Section 3.1, "Term" of the Agreement is amended read as follows:

3.1 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall be extended upon execution by both Parties and shall expire on June 30, 2023.

2. **Continuing 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, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement and all amendments thereto.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 1, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 8/2/2022
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
8/2/2022
72C57B436CA24C7...

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 8/1/2022
940BF72E964348C...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Terry Noriega 8/1/2022
073E1ED56B0840B...

NAME: Terry Noriega Date
TITLE: President

NAME: Date
TITLE:

95-4245898
Tax ID No.

Address:
6232 Santos Diaz Street
Irwindale, CA 91702

City Council Approval: May 10, 2022

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.

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CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

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

MEETING DATE: **May 10, 2022**

SUBJECT: **Consideration of Resolution 2022-56, Approving Amendment No. 1 to the Agreement with Mariposa Landscapes, Inc. for City Parks Landscape Maintenance in Fiscal Year 2022-23 for a Not-to-Exceed Amount of $101,639**

RECOMMENDATION:

City Council Adopt Resolution 2022- 56

1. Approving the extension and amendment of the Landscape Maintenance contract for City parks with Mariposa Landscapes, Inc., for fiscal year 2022/2023 for a not-to-exceed amount of $101,638.80

2. Authorizing the City Manager or his designee to execute the Amendment No. 1 to the Landscape Maintenance Agreement (C00698) for City Parks with Mariposa Landscapes, Inc., for the renewal term of July1, 2022 through June 30, 2023.

3. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to the agreement for Landscape Maintenance of City Parks.

BACKGROUND:

On December 29, 2020 an RFP for Parks Landscape Maintenance was released through the ProcureNow purchasing system used by the City. In response, five (5)proposals were received. A committee consisting of three (3) members was assembled to evaluate the proposals based on five categories: qualifications, pricing, experience, professional references, and approach and methodology. After each member of the panel evaluated all proposals, the proposing firms were ranked in order and the top two firms were selected for an interview. Mariposa Landscapes Inc. was the top ranked vendor after the initial proposal review and selected for an interview. After review of the proposals and subsequent interviews, Mariposa Landscapes, Inc., was unanimously selected as the chosen service provider.

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On February 23, 2021, The City Council of the City of Banning awarded a contract agreement with Mariposa Landscapes, Inc., in the amount of $96,684.00 to cover monthly service costs, with a 10% contingency to allow for additional work and irrigation repair services as needed, for a total not to exceed $106,352.

After the Council approval, Mariposa Landscape Inc., informed the City that there was a significant error in their proposal as the total compensation amount was based on a twelve-month calendar rather than the requested fifteen-month contract term and their monthly proposal less additional work should have been $8,057.00 per month rather than the $6,445.60 per month that was included in their proposal. After discussions between the Purchasing Division, Mariposa agreed to move forward within the awarded total monthly contract amount of $7,090.16. The adjusted monthly amount did not change the placement of Mariposa landscapes, Inc., as compared to the other submitted proposals and therefore the City and Mariposa Landscapes Inc., executed the Parks Landscape Maintenance Agreement (C00698)

The original agreement allows for four (4) one-year extensions if the services are provided satisfactorily as per the agreed upon scope of services. Mariposa Landscapes Inc., has exceeded the expectations with regard to their service over the length of the original contract term, noticeably improving the parks overall aesthetic look and turf management. Additionally, Mariposa Landscapes Inc., has been very responsive to questions and provided ideas for improvements over the last year.

For those reasons stated, it is staff's recommendation that the city authorize Amendment No. 1, to the Parks Landscape Maintenance contract with Mariposa Landscape Inc., for Fiscal Year 2022-23, for the term of July 1, 2022 through June 30, 2023.

Pursuant to Section 2.1 of the original agreement, the total compensation can be adjusted to reflect the annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) Riverside – San Bernardino – Ontario Area. For the period from March 2020 to March 2021, the CPI was at 8.6%. Reflecting the CPI rate of 8.6%, the monthly service rate will increase from $7,090.16 to $7,699.91.

JUSTIFICATION:

The Parks and Recreation Department does not have the required staff needed to perform the scope of work included in the Scope of Services and maintain the current service levels of our parks, therefore; it is necessary to retain a landscape maintenance contractor to provide these services. Mariposa Landscapes, Inc. came to the city highly as a highly respected vendor and has performed above expectations.

FISCAL IMPACT:

The total annual compensation of $92,398.92 as well as the 10% contingency amount for additional work results in the Not to Exceed amount of $101,638.80. The funding for

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parks landscape maintenance will be fully funded within the parks operational budget account 001-3600-461.23.-29.

ALTERNATIVES:

The City Council may choose to reject this action which would result in a significant reduction in Parks landscape maintenance. The City does not have staff resources to perform the landscape maintenance included in the scope of work.

ATTACHMENTS:

1. Resolution 2022-56
   https://banningca.gov/DocumentCenter/View/10468/Att-1-Resolution-2022-56-Mariposa-Landscapes-Amendment-No-1

2. Scope of Work
   https://banningca.gov/DocumentCenter/View/10469/Att-2-Scope-of-Work-from-RFP-20-035

3. Draft Amendment No. 1 to Agreement
   https://banningca.gov/DocumentCenter/View/10465/Att-3-Draft-Amendment-1

4. Mariposa Landscapes Inc., Original Proposal
   https://banningca.gov/DocumentCenter/View/10466/Att-4-Mariposa-Landscape-Inc---Proposal

5. Amendment No. 1
   https://banningca.gov/DocumentCenter/View/10467/Att-5-Mariposa-Landscapes-Original-Agreement

Approved by:

Douglas Schulze
City Manager

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RESOLUTION 2022-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT WITH MARIPOSA LANDSCAPES, INC. FOR LANDSCAPE MAINTENACE OF CITY PARKS FOR FISCAL YEAR 2022/2023 IN AN AMOUNT NOT-TO-EXCEED $101,638.80

WHEREAS, the Parks and Recreation Department does not have the required staff needed to provide parks landscape maintenance for City parks; therefore, it is necessary to retain a landscape maintenance service provider to effectively, efficiently and safely maintain the current service level for City parks; and

WHEREAS, at the regularly scheduled meeting on February 23, 2022, the City Council awarded a Park's Landscape maintenance contract (C00698) to Mariposa landscapes, Inc., for maintenance of City Parks; and

WHEREAS, the initial Agreement for maintenance of the City Parks was for a term of fifteen (15) months with four (4), one (1) year renewal options upon satisfactory review of the previously provided services; and

WHEREAS, the original contract was in the amount of $96,684, with a 10% contingency, for a total not to exceed amount of $106,352; and

WHEREAS, Mariposa Landscape Services, Inc., has provided satisfactory service to the City over the term of the initial contract; and

WHEREAS, the Contract Agreement with Mariposa Landscapes, Inc., provides an option to renew at the annual rate plus the annexed CPI for the previous year for up to four (4) additional years upon satisfactory review of the previously provided services; and

WHEREAS, staff recommends the continuation of Mariposa Landscape, Inc., services for Fiscal Year 2022/2023.

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

SECTION 1. Amendment No. 1 to the Agreement between the City of Banning and Mariposa Landscapes, Inc, is approved for an additional one (1) year term from July 1, 2022 to June 30, 2023 in the not to exceed amount of $101,6383.80 including a 10% contingency for additional work not included in the scope of services.

SECTION 2. That the City Manager or his designee is authorized to make all necessary budget adjustments, appropriations and transfers related to the agreement for Landscape Maintenance of City parks.

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SECTION 3. That the City Manager is authorized to execute Amendment No. 1 with Mariposa Landscapes, Inc.

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

PASSED, APPROVED AND ADOPTED this 10th day of May 2022.

Kyle Pingree, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-56, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of May 2022 by the following vote, to wit:

AYES: Hamlin, Happe, Pingree, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

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AGREEMENT FOR CONTRACT SERVICES (C00698)

FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS

By and Between

THE CITY OF BANNING,
A MUNICIPAL CORPORATION

and

MARIPOSA LANDSCAPES, INC.

a California corporation

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AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein" Agreement") is made and entered into this day: 3/22/2021, by and between the **CITY OF BANNING**, **a municipal corporation** ("City") and **MARIPOSA LANDSCAPES, INC., a California corporation** and licensed contractor (California License Number 592268) ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals (RFP No. 20-035), the performance of the Services defined and described particularly in Article 1 of this Agreement, including turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations at the following locations: Dysart Park, Lion's Park, Repplier Park, Roosevelt Williams Park, and Sylvan Park.

B. Contractor, following submission of a proposal or bid for the performance of the Services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those Services.

C. On February 23, 2021, City Council approved the award and execution of this Agreement.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

E. The Parties desire to formalize the selection of Contractor for performance of those Services defined and described particularly in Section 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those Services specified in the "Scope of Services" attached hereto as Exhibit "A" and "A-1" and incorporated herein by this reference, which Services may be referred to herein as the "Services" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and

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professional manner, and is experienced in performing the Services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Contractor covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Order of Precedence.

The Scope of Services shall include City's Request for Proposals ("RFP") and the Contractor's Response to the City's RFP ("Response") which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of this Agreement and the RFP or Response, the terms of this Agreement shall govern. In the event of any inconsistency between the terms of the City's RFP and the Contractor's Response, the City's RFP shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all Services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of Services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

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1.6 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is $1,000.00 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1.7 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra Services beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said Services. No such extra Services may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to Services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the sum of NINETY SIX THOUSAND, SIX HUNDRED AND EIGHTY FOUR DOLLARS ($96,684.00) (the "Contract Sum") annually, unless additional compensation is approved pursuant to Section 1.7.

Compensation may be adjusted annually on July 1st of each year, or during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino-Ontario Area, or any successor index agreed upon by the City and Contractor, as set forth over the previous available twelve (12) months prior to the date of adjustment.

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2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor charges. Sub-contractor charges shall also be detailed by such categories.

City shall independently review each invoice submitted by the Contractor to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for Services performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3. City will use its best efforts to cause Contractor to be paid within forty-five (45) days of receipt of Contractor's correct and undisputed invoice(s). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

ARTICLE 3. TERM

3.1 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, the term of this Agreement shall commence on April 1, 2021 and shall expire on June 30, 2022. This Agreement shall include the option to extend for four (4) additional one-year terms if agreed to in writing in advance by both Parties.

ARTICLE 4. COORDINATION OF SERVICES

4.1 Representatives and Personnel of Contractor.

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

Terry Noriega, President

4.2 Representative Name, Title.

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principal was a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the Services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principal. For purposes of this Agreement, the foregoing Principal may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

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4.3 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.4 Contract Officer.

The Contract Officer shall be such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.5 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the Services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all Services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.6 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

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ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Throughout the life of this Agreement, Contractor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) that meet the standards specified in Section 5.5. The following policies of insurance are required:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage

$1,000,000 per occurrence for personal and advertising injury

$2,000,000 aggregate for products and completed operations

$2,000,000 general aggregate

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

In the event Contractor purchases an Umbrella or Excess insurance policy(ies) to meet the minimum limits of insurance set forth above, this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

If this Agreement continues for more than three (3) years duration, or in the event the City Manager or his/her designee determines that the work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager, or his/her designee.

Contractor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Contractor shall also be responsible for payment of any self-insured retentions.

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Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to City, its Council members, officers, officials, employees and agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall the City be responsible for the payment of any deductibles or self-insured retentions.

5.2 General Requirements.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Contractor shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Contractor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form. The General Liability (including ongoing and completed operations) and Automobile Liability shall name City and its officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so Contractor's insurance shall be primary and no contribution shall be required of City. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, officials, employees, agents and volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to City and its officers, officials, employees, agents and volunteers. Should Contractor maintain insurance with broader coverage and/or limits of liability greater than those shown above, City requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

Contractor shall furnish City with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.

If at any time during the life of this Agreement or any extension, Contractor or any of its subcontractors fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to Contractor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City hereunder shall in any way relieve Contractor of its responsibilities under this Agreement.

Upon request of City, Contractor shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

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The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City and its officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Contractor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its principals, officers, employees, agents, persons under the supervision of Contractor, vendors, suppliers, invitees, subcontractors, or anyone employed directly or indirectly by any of them.

If Contractor should subcontract all or any portion of the Services to be performed under this Agreement, Contractor shall require each subcontractor to provide insurance protection in favor of City and its officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Contractor and City prior to the commencement of any work by the subcontractor.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

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3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, Contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Contractor's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

5.4 Performance Bond.

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

5.5 Sufficiency of Insurer or Surety.

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

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required by Section 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Books and Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Books and Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Books and Records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such Books and Records. Such Books and Records shall be maintained for a period of 3 years following completion of the Services hereunder, and the City shall have access to such Books and Records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the Books and Records may be given to City, and access shall be provided by Contractor's successor in interest.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Documents and Materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Documents and Materials hereunder. Any use, reuse or assignment of such completed Documents and Materials for other projects and/or use of uncompleted Documents and Materials without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, revise or assignment. Contractor may retain copies of such Documents and Materials for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any

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Documents and Materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

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

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the Services performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

7.2 Disputes; Default.

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

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default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

7.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

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7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Not Applicable ($0.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of Services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Agreement or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the Services actually performed hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the Services and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a Party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have

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accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of Services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

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ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication that either Party desires or is required to give to the other Party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, CITY OF BANNING, 99 East Ramsey Street, Banning, CA 92220 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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9.6 Time is of the Essence. Time is of the essence in every provision of this Agreement in which time for performance is a factor.

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 3/22/2021
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

CONSULTANT

DocuSigned by:
Terry Noriega 3/19/2021
073E1ED56B0840B...

NAME: Terry Noriega Date
TITLE: President

NAME: Date
TITLE:

ATTEST:

DocuSigned by:
Laurie Sampson 3/22/2021
5857E664E42A405...

Laurie Sampson Date
Acting Deputy City Clerk

95-4245898
Tax ID No.

Address:
6232 Santos Diaz ST, Irwindale CA 91702

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin G Ennis 3/19/2021
940BF72E964348C...

Kevin G. Ennis, Esq., Date
City Attorney

City Council Approval: 02/23/2021

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.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in RFP 20-035.

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IV. SCOPE OF WORK

IV.A Introduction

The City of Banning is seeking proposals from qualified contractors and intends to retain the services of a contractor to provide landscape maintenance services for its properties throughout the City. The City is considering awarding a contract to begin April 1, 2021, for a term of one (1) year and (3) three months with the option to renew for an additional four (4) single years upon an annual review of the provided services. The City of Banning reserves the right to accept or reject any or all proposals. These Specifications and Scope of Services shall become part of the contract Agreement.

The scope of services includes turf management; shrub bed maintenance; tree care and pruning; fertilization; environmental weed and pest control program; and irrigation equipment and operations for all locations identified in this Request for Proposals ("RFP") and listed below:

- Dysart Park (2101 W. Victory Avenue)
- Lion's Park (9955 S. Hargrave Street)
- Repplier Park (201 W. George Street)
- Roosevelt Williams Park (1101 E. George Street)
- Sylvan Park (2801 W. Nicolet Street)

It is the responsibility of the Contractor to visit the sites and become familiar with the project locations and maintenance needs. It is the City's expectation that all land care and maintenance items identified in this RFP will be addressed.

IV.B TURF MANAGEMENT

1. Lawn Mowing
    1. For all turf areas, Contractor will inspect and police the grounds for litter and debris prior to each mowing and dispose of it.
    2. Turf will be mowed one time per week during active growing periods, and as often as required during slow periods of growth to maintain a neat and manicured appearance, weather permitting.
    3. Mowing height for all irrigated lawn areas will be no less than 1 ½" and no more than 2" for a finished cut height unless otherwise requested. Turf will be cut at a uniform height. Mowing equipment is to be kept sufficiently sharp and properly adjusted through daily servicing to provide a cleanly cut grass blade. Grass blade bruising, tearing, and shredding are to be prevented. Mowing pattern will be varied where

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possible to reduce rutting and compaction of grade. Any excess clippings will be dispersed and/or collected to prevent damage and unsightly appearance of lawns.

4. Unless otherwise specified, grass cuttings need not be removed. However, when an inordinate amount of grass is evident, removal may be requested by staff with no extra charge to City for such removal by contractor. Clippings shall be legally disposed of offsite at the Contractor's expense. Special note: frequencies and turf height may change throughout the year in order to accommodate sports activities and facility use schedule; staff may request change in such turf height to address such activities.
5. Work shall be performed on the same day each week. Contractor shall provide a mow schedule to the City. Initial week schedule and any changes must be approved by the City prior to implementation. All mowing missed due to inclement weather or ground conditions from such weather shall be rescheduled and completed within (3)) three working days.
6. Aeration: Contractor shall aerate all turf areas a minimum of once a year by removing one 1/2" diameter by 3" deep cores of sod with an aerator machine with not more than 66" spacing, once over. Aeration shall take place at an approved time frame each year. In addition, the tops of all mounds and any areas that show excessive compaction shall receive additional treatment as required, to alleviate this condition and allow for proper water penetration and minimal runoff. All damaged areas larger than 4" by 4" shall be seeded on an as-needed basis. The cores shall be dragged to breakup cores and allowed to remain or be removed at the Contractor's discretion with approval of the City.
7. Over seeding:- Annual (one time per year) over seeding shall take place. Contractor shall prepare turf (verticutting and aeration) prior to applying seed. Seed shall match existing lawn and will be provided by the City. All labor and the equipment to perform the over seeding will be the responsibility of the Contractor.

2. Edging and String Trimming
    1. Concurrent with every mowing, all turf grass borders shall be neatly and uniformly edged or trimmed. String trimmers (weed eaters) or similar equipment shall not be used around trees or shrubs or wooden posts or for hardscape/pathways/mow strips edging. This trimming shall include cutting all grass along walls, fences, foundations, curbs, sidewalks, shrubs, tree trunks, poles, guy wires, or other object within or immediately adjacent to lawn areas. Trim shall not exceed one half(1/2) - inch from hardscape.
    2. Trim around sprinkler heads as necessary to allow maximum water coverage. Trimming shall not expose the sprinkler body or trim cap.
    3. Care shall be taken to avoid damage to tree trunks, shrubs, sign posts, buildings, and other structures. Damage shall be promptly reported to the City's representative and repairs made promptly at the Contractor's expense. Any damage to tree trunks and/or shrubs shall be considered neglect and shall be replaced at the discretion of

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City staff at the Contractor's expense. All walkways, roadways, trails or other areas dirtied by edging operations shall be cleaned and all debris disposed offsite prior to the completion of the day's operations or end of the day, whichever occurs first. CLIPPINGS/DEBRIS SHALL NOT BE BLOWN INTO STORM DRAINS OR INTO GUTTERS THAT DRAIN INTO STORM DRAINS BUT SHALL BE LEGALLY DISPOSED OF.

3. Clearing of Walks
    1. At the conclusion of each visit, walks adjacent to work areas will be blown clean.

IV.C SHRUB BED MAINTENANCE

1. Landscaped areas will be policed throughout the growing season for weeds, litter, and debris. Particular attention will be paid to entryways, focal points, and high traffic areas.
2. Planter beds will be groomed to promote an attractive, fresh appearance.
3. Concrete swales (if applicable) to be kept clear of miscellaneous dirt and debris.
4. Complete trimming, edging, and weeding of all shrub and ground cover areas will be done on a cyclical basis. Trimming and edging are to be performed monthly and weeding is to be performed weekly. Major pruning will be done following flowering or during plant dormant season.
    1. Pruning shall be performed by Contractor’s designated staff member who is trained and demonstrated competency in proper pruning techniques.
    2. Prune shrubbery and hedges at established maintenance height.
    3. Prune groundcover as required to contain perimeter growth to within bed areas where adjacent to walks, curbs, and structures. Mature groundcover will be maintained at a consistent appearance with a beveled or rolled edge at hard surfaces.
    4. Shearing of plants will occur only where previous practice has been to shear, or as directed.
    5. Removal of leaves and debris from lawns, planter beds, and walkways will be completed throughout the year as needed to maintain a clean appearance.
    6. Dead or damaged shall be removed whenever possible.
    7. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

IV.D TREE CARE & PRUNING

1. All trees will be “skirted” as needed per the City’s request to allow for pedestrian and vehicle clearance. Remove lower branches of trees when in conflict with growth of

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planning beneath. On trees that are over 12' only low hanging branches that are considered a hazard to pedestrians or vehicles will be pruned as part of this agreement.

2. All trees under 12" total height will be pruned to remove weak, dead, damaged, and diseased portions of the plant for natural growth development.
    1. Cuts will be flush and clean, leaving not stubs, or tearing of bark. Major pruning will be done following flowering or during plant's dormant season.
    2. Dead or damaged portion shall be removed whenever possible.
    3. Pruning to be performed by Contractor's designated staff member who is trained and demonstrates competency in proper pruning techniques.
    4. Contractor shall monitor trees for signs of disease and insect infestations. If affected, appropriate recommendations for treatment shall be submitted to the City. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.
3. Monitor trees that are staked or guyed. Loosen and/or remove supports when appropriate to prevent girdling of the trunk and encourage root support. Replace stakes when damaged.

IV.E FERTILIZATION

1. Contractor shall provide all labor and materials to fertilize lawn, shrubs and ground cover to maintain proper nutrient levels and provide a consistent, healthy appearance.
    1. Turf, shrub and ground cover areas will be fertilized with specifically formulated products including well-balanced, slow-release fertilizers customized seasonally by Contractor. Seasonally refers to "Winter" and "Summer" and different fertilizers will be used based on ground temperature.
    2. Fertilizer product will be selected based on plant type and season.

IV.F ENVIRONMENTAL WEED AND PEST CONTROL PROGRAM

1. All applications and herbicides or pesticides will be performed under the direction of California Licensed & Certified Pest Control Specialist. All safety precautions will be taken in the handling and application of chemicals as stated on manufacture's labels.
2. Broadleaf turf weeds will be treated as needed in the "Spring" and "Fall" with applicable materials.
3. Weeds in shrub, planter beds, ground cover areas, tree circles, and sidewalk cracks adjacent to landscaped areas will be controlled by a manual weeding program or by using selected herbicides, including pre-emergent herbicides.

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4. Planting areas will be monitored for insect and disease infestations. Moles, field mice, ground squirrels, gophers, and other rodent activity will be monitored. Notification of problems and recommendations for timely appropriate, control measure will be made.
5. Material Safety Data Sheets (MSDS) for all chemicals used on site(s) are available from Contractor to clients in accordance with EPA and OSHA regulations. Sheets shall be provided to the City.
6. Notice of scheduled use of pesticides and herbicides must be given to the City prior to use and signage on site may be required prior to application at the City's discretion.
7. Contractor shall be in compliance with requirements for hazardous communications programs. Pest control specialist are to be trained and supervised in the safe application, storage, and disposal of chemicals in accordance with EPA, OSHA, and DPR regulations.

IV.G IRRIGATION EQUIPMENT AND OPERATION

1. . Schedule all irrigation controllers on project to maximize existing irrigation systems efficiency. Controller programs will be adjusted as determined by weather and plant requirements, with water conservation methods in place. Controllers will be shut off during periods of rain. Watering will be scheduled for night or early morning unless instructed differently by City’s representative.
2. Clean and adjust sprinkler system to provide the best coverage possible from existing system. Turn on each zone, monitor for leaks or malfunctioning parts, and adjust for proper spray arch and maximum efficiency.
3. Upon inspection, any accidental damage or vandalism caused by others shall be reported to owner within 48 hours. Repair and/or replacement of any damaged of malfunctioning components beyond Contractor’s control will be submitted as an extra.
4. The irrigation system shall be checked after each mowing for any damage. Damage caused to the irrigation system by Contractor shall be repaired within forty-eight (48) hours, unless otherwise agreed to, at no charge to the City.

IV.H GENERAL CONDITIONS

1. City is responsible for all cost associated with water.
2. Contractor will provide uniformed staff supervised by fully trained Supervisors and Area Manager. Radio and cellular phone communication will be available.
3. Inspection of site(s) will be made regularly and problems, if found, will be discussed by Contractor and the City. A monthly written, comprehensive maintenance and inspection reports shall be submitted with monthly billings.
4. Debris generated by landscape activities will be removed from the site unless prior arrangements are made. Debris collected by the Contractor will be recycled and or

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composted. Contractor will submit a monthly diversion summary report stating diverted quantities and facilities utilized for recycling materials.

5. During routine maintenance visits, the Contractor is responsible for removing trash and debris from the properties.

IV.I CONTRACTOR COMPENSATION

The City shall pay Contractor, as compensation for the services to be performed, the sum of per month listed in the Contract Agreement with additional adjustments as specified thereinafter.

Compensation may be adjusted annually, on July 1st of each year commencing on July 1, 2022, during the term of the Contract Agreement to reflect annual changes in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index Riverside-San Bernardino- Ontario Area, or any successor index agreed upon by the City and Contractor, as set forth over the previous available twelve (12) months prior to the date of adjustment.

IV.J ADDITIONAL WORK

1. The Parks and Recreation Director or designee may authorize the Contractor to perform additional work. Additional work shall be defined as work not included in the specifications with the exception of additional sites, or portions thereof that may be added and shall be in writing.
2. Prior to the Contractor performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials cost. No work shall commence without written authorization from the Parks and Recreation Director, or designee. In the event that conditions exist where there is imminent danger of injury to the public or damage to property, the Parks and Recreation Director or designee may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving verbal authorization, the Contractor shall submit a written estimate to the Parks and Recreation Director or designee for written approval.
3. The cost estimate for additional work shall consist of the following elements:
    1. Wholesale cost of materials including sales tax plus ten percent (10%).
    2. Base cost of labor plus fifteen percent (15%) for overhead and profit.
4. Change Order - Written authorization for additional work from the Parks and Recreation Director or designee, shall be by the issuance of a Change Order. This Change Order shall be considered an amendment to the Contract Agreement and approved by both the Parks and Recreation Director and Contractor.
5. All additional work shall commence on the specified date established and shall diligently proceed until completion.

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6. Upon completion of the additional work, the Parks and Recreation Director or designee shall be notified so that the work may be verified.
7. The Contractor shall submit an invoice for compensation with attached photocopies of original invoices for materials. Compensation shall not exceed the written estimate.
8. The Contractor's invoice shall be subject to audit and review by the City prior to payment.
9. The City of Banning reserves the right to repair and/or contract with a third party to perform such additional work.

IV.K INSPECTION

The Parks and Recreation Director or designee may inspect the work areas to ensure adequacy of maintenance and methods of performing the work are in compliance with the contract. However, this shall not be construed to relieve the Contractor of any duty under this contract. Discrepancies and deficiencies in the work shall be brought to the attention of the Contractor and corrected in the manner agreed to by the Parks and Recreation Director or designee.

1. It shall be the Contractor's responsibility to inspect, and identify, any conditions(s) that renders any areas within this Contract Agreement unsafe, as well as any unsafe practices occurring thereon. The Parks and Recreation Director or designee shall be notified immediately of any unsafe condition that requires correction.
2. During the inspection of all work sites for hazards, or potential hazards, the Contractor shall keep a log indicating the date the area was inspected, any unsafe conditions found, and the action taken.
3. The Contractor shall cooperate fully with the City of Banning in the investigation of any accidental injury or death occurring on the premises, including the submission of a complete written report thereof to the Parks and Recreation Director or designee within five days following the occurrence.

IV.L SAFETY

1. The Contractor shall perform all work outlined in these specifications in such a manner as to provide maximum safety to the public, and meet all accepted standards for safe practices during the maintenance operation, to safely maintain equipment, machines and materials or other hazards consequential or related to the work. The Contractor shall have sole responsibility for complying with all local, County, State or other legal requirements including, but not limited to CAL-OSHA.
2. The Parks and Recreation Director or designee, reserves the right to issue restraint, or cease and desist orders, to the Contractor when unsafe or harmful acts are observed or reported relative to the performance of work under this contract.

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EXHIBIT "A-1"
SCOPE OF SERVICES

I. Contractor will perform the following Services:

As specified in Proposal.

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MARIPOSA
LANDSCAPES INC

City of Banning

Request for Proposal

Landscape Maintenance Services for City Parks

RFP 20-035

Due: Tuesday, January 26, 2021 at 2:00 PM

CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
6232 Santos Diaz St., IRWINDALE, CA 91702 •TEL 800•794•9458 •FAX 626•960•8477
www.mariposa-ca.com

Our Core Values – Safety • Teamwork • Quality • Integrity

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MARIPOSA
LANDSCAPES INC

January 25, 2021

City of Banning
Shiloh Rogers, Purchasing Manager
99 E. Ramsey St.
Banning, CA 92220

Re: Request for Proposal Landscape Maintenance Services for City Parks, RFP 20-035

Thank you for the opportunity to submit our proposal. Mariposa Landscapes, Inc. looks forward to the competitive process.

Mariposa Landscapes, Inc. has been in business for over 40 years providing similar services for other cities and public agencies. Our attention to quality and detail is documented with a list of more than 99 award winning construction and maintenance projects that extends over four decades. Our depth of knowledge and level of experience in our management and supervisory personnel is unmatched by our competitors.

We have over 400 employees including Certified Irrigators, Certified Landscape Techs, Certified Arborists and Pest Control Advisors. We are available 24 hours a day through the answering service to address emergency call outs.

Our company has met every financial obligation for over 40 years and has established a corporate bonding capacity far in excess of any requirements across all business lines. Therefore, this enables us to be the most capable firm that will commit to provide the best level of service for the City of Banning.

Our price reflects necessary labor, services, equipment, and material to perform the work. We have the ability to comply with all the terms and requirements of the bid documents and the resulting contract. We have visited all sites and are familiar with the current conditions of each.

The contact person during the RFP review process will be Kevin Coon. His contact number is (626) 960-0196 and his email address is kevin.coon@mariposa-ca.com

We look forward to providing professional landscape maintenance services for the City of Banning and its residents, with the best interest in the well-being of the community and its appearance.

Respectfully,

Antonio Valenzuela, Secretary

CA CONTRACTOR'S LIC # 592268 A, C-27, D-49
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Qualifications

Mariposa Landscapes, Inc. is a full-service landscape company with vast experience performing large scale landscape maintenance similar in size and scope to that requested in this RFP for over 40 years. We understand our client's priorities and do everything in our power to honor the trust they place in us.

Mariposa is a full-service landscape company, with both Construction, complete Tree Service Operations, and Interior Plant Maintenance Divisions. In addition to the required C-27 license, we carry A, C-61/D-49, and C-31 licenses. This diversity of capabilities and proven expertise is not found with other landscape maintenance competitors.

We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients' investment.

We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.

We believe the depth of knowledge and level of experience being brought to the City of Banning by our team is unmatched by our competitors. Our many successful years of experience in providing similar maintenance services for the public entities, enables us to be the most responsive and responsible firm who will be committed to providing the best level of service in maintaining the public areas for the City.

As the City of Banning's Landscape Maintenance Contractor, Mariposa will:

- Provide qualified employees for these contracts to achieve professional results.
- Provide the required labor to achieve professional results and not necessarily an employee "head count"
- Provide clear and timely irrigation reports.
- Provide immediate information about hazards in contract areas
- Perform timely responses and offer solutions to issues or complaints (if and when they arise)
- Keep accurate records of requests for work, including date/time received and date/time completed.
- Provide suggestions to City of Banning for improvements to areas.
- Provide qualified extra labor, appropriate equipment, and materials for extra work projects.

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Company History

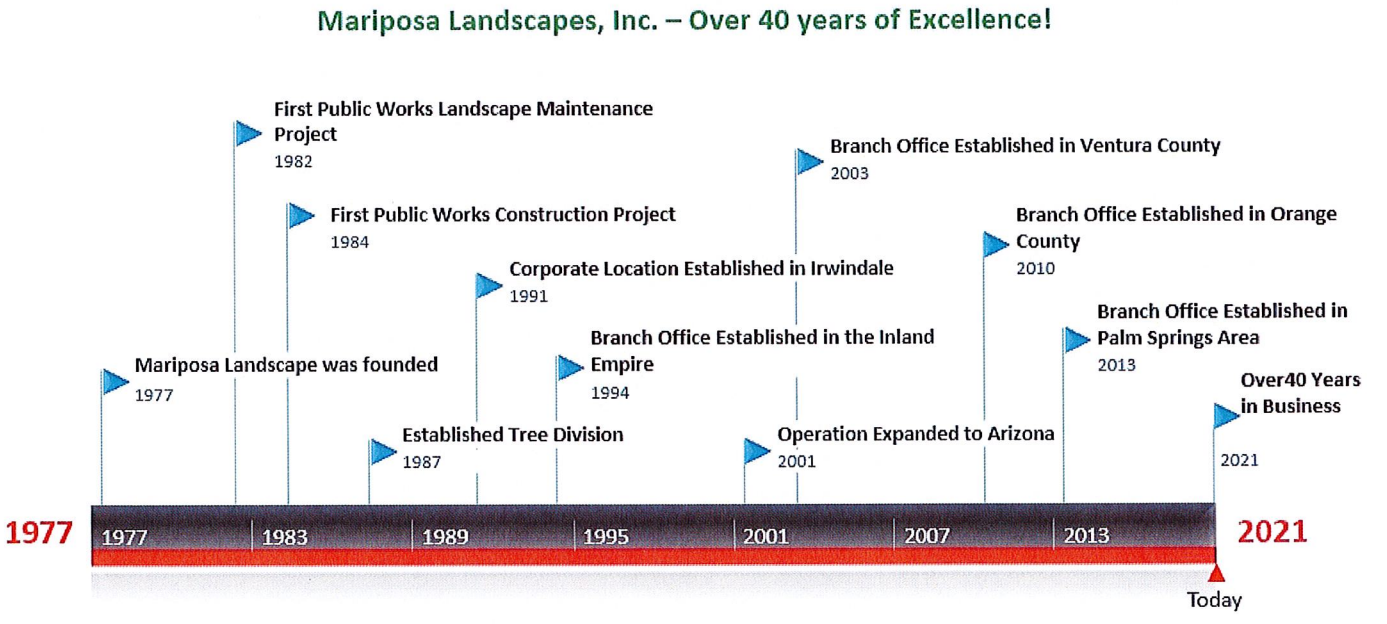
In 1977, Terry Noriega established Mariposa Landscapes in Rosemead, California, by providing landscape maintenance and installation for custom residential and small commercial clients. After five years, he created the Public Works Maintenance Division, in 1984 the Public Works Construction Division was added, and in 1987, a Tree Care Division was formed.

Mariposa Landscapes reincorporated in 1989 as Mariposa Horticultural Enterprises, Inc. In 2009, the company changed their business name back to Mariposa Landscapes, Inc. The company currently has a workforce of over 600 in California and Arizona.

A brief chronology:

- 1977 –The Company is established in Rosemead, California.
- 1982 –The Public Works Maintenance Division is formed.
- 1984 – The Public Works Construction Division is added.
- 1987 – The Tree Care Division is started.
- 1991 – Relocates to our current facilities in Irwindale, CA.
- 1994 – Expands operations by opening a branch in Fontana, CA.
- 2001 – Establishes an office in Glendale, Arizona.
- 2003 – Expands into servicing the Ventura County
- 2010 – Branch office established in Orange County

- 2013 – Branch Office established in Palm Springs Area
- 2021 – Over 40 years in Business!



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Company Information

President: Terry Noriega
California Corporation: C1469653
California Employer ID: 368-4753-1
Date Incorporated: October 2, 1989

Licenses & Certificates

Contractors State License:	592268	C27, A, C61/D49
Qualified Applicators License:	103864	ABCDEFH
Pest Control Adviser License:	74416	ABCDEG
Pest Control Business License:	30977	
Irwindale Business License:	000538	
Supplier Clearinghouse MBE:	94HS0050	
City of Los Angeles MBE:	561730	
City of Los Angeles LBE:	37858	
LA County MBE:	43914	
LA Co. Agricultural Pest Control	1000279	
Certified Arborist:	*WE-1182A*	

State of California Contractors License



Proof of DIR Registration

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
MARIPOSA LANDSCAPES, INC.	1000005079	LOS ANGELES	IRWINDALE	CSLB:592268	Active	07/01/2019	06/30/2022

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Statement of Understanding and Approach

It is our intention to perform this contract per the City requirements as indicated in the proposal documents. We are confident that we will be able to improve over the current level of landscape maintenance that is being provided for the City of Banning. Our proposal includes an adequate level of labor, materials, and equipment to sustain a high level of landscape maintenance throughout the term of this contract.

Project Startup and Quality Control Coordination Meeting

The Project Estimator and the Account Manager review the project specifications and visit the project site(s) to develop a work plan for the completion of the project per specifications. A meeting including the Account Manager with key personnel responsible for carrying out the work, is held to discuss and coordinate how the project work will be performed.

Prior to commencement of contract work we will thoroughly inspect and document deficiencies. After this is completed for each location, we will provide the City with a detailed list. We will also include a proposal for restoring the area to its original condition if applicable.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for the meeting include:

- Project requirements per specifications.
- Record keeping documents and availability of necessary forms
- Review methods, sequence of work tasks and timeline.

Preparatory Site Inspection

The Account Manager performs a quality inspection of the work area and:

- Assesses the required work to be done per specifications.
- Verifies field measurements.
- Assures availability of required equipment and materials to complete the project.
- Identifies potential problems and develops an action plan to resolve them.

Labor

It is our goal to provide professional results. Therefore, we will assign the appropriate and trained crew force necessary to complete the specified activities in a professional and timely manner. To achieve the desired results, the appropriate labor will be assigned for every aspect of the work.

Scheduling

Mariposa Landscapes, Inc. will submit a final detailed schedule that includes all the routine activities. After submission and approval of this schedule, we will be ready to start work. Please refer to attached sample schedule.

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Communication and Yard Location

All communications will be routed through our main office and dispatch center. A 24-hour "800" number will be provided. Mariposa Landscapes will use all the current communication methods such as two-way radios and cellular phones. Our response time will meet or exceed the City's expectations.

Our office is open for communications from 6:00am to 4:00pm, Monday-Friday and we are available 24 hours a day through the answering service to address emergency call outs. We have numerous strategically located yards and offices to efficiently service all of Southern California.

Work in Process Quality Inspection

For each work task, the Account Manager, along with City representative, will perform an initial work in process inspection when the first portion of the work activity is completed. The Account Manager performs ongoing work in process quality inspections to ensure that the work tasks continue to conform to the project quality requirements.

Work Task Completion Inspection

Completion inspections are performed for each work task before starting other work activities. Any outstanding punch items remaining after the work task completion inspection is deemed a nonconformance.

Control of Punch Items and Nonconformance

Should a problem occur in the quality of work, we systematically contain the issue and quickly make corrections. We expedite a corrective action that brings the workmanship of material issue into conformance by repair, replacement, or rework. Previously completed work is re-inspected for similar non-conformances. In the event that we cannot meet contract specifications, the customer will be notified, and customer approval of corrective action is required before proceeding.

Mariposa Landscapes, Inc. systematically prevents recurrences to improve quality. First, management monitoring is put into place to ensure work proceeds without incident. Then a structured problem-solving process identifies the root of the causes and initiates solutions. Solutions may involve a combination of enhanced process controls, training, upgrading of personnel qualifications, and/or higher-grade materials. Follow up ensures that a problem is completely resolved. Non-conformance and their resolutions are recorded on a Non-Conformance Report.

Supervisor/Employee Ratio

Each Account Manager supervises a group of approximately twenty-five workers that breaks down into several work crews, each managed by a Foreman/Field Supervisor. The Account Manager covers a geographical area that will include several contracts for servicing. Each work crew is assigned to service one or more landscape maintenance contracts and is easily accessible to the supervisor.

The Account Manager is in daily communication with the Foreman/Field Supervisor personally or by cellular phone or radio to ensure that the schedule of work operations is followed in strict accordance with the guidelines of the contact. The Foreman/Field Supervisor routinely inspects the job site by walking it with his crew lead, identifying areas of concern and keeping the Account Manager, in charge of landscape maintenance operations, informed as to the condition of the sites in question. All work not in compliance in the opinion of the Account Manager will be addressed immediately through specific instructions to the foreman and crew to perform the corrective work.

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Work Methodology

Mariposa has reviewed the specifications necessary to provide landscape maintenance services for City parks. We have reviewed the specifications thoroughly and will adhere to the tasks that are detailed within them. We have a complete understanding of all the work that will be required of Mariposa Landscapes, Inc.

All workers/ crews assigned to the City of Banning contract will arrive at various locations within the city per the tasks and per the schedule (to be submitted upon start of contract).

- **General Maintenance** –Such tasks include trash/litter, visual inspections, leaf and debris control and any other tasks shall be performed by on-site worker(s) and/ or by a roaming crew(s)/personnel.
- **Specialty areas-**Tasks and less frequent tasks shall be performed by both the on-site workers and/or other Mariposa crew(s)/staff assigned to this contract.
- **General Turf/Grass Maintenance**- Such tasks include mowing, edging, detailing along with seasonal duties such as fertilization and weed control shall be performed by a designated mow crew, with additional personnel (if needed), per the agreed schedule.
- **Weed Control** – Manual weed control, along with chemicals, will be utilized for this contract. Any manual weed control shall be performed by the crew designated to this contract and any chemical application requiring certifications shall be performed by crew member(s) with proper qualifications (ie. QAC, QAL).
- **Landscape Maintenance**- Such tasks include tree, shrub, vine, and ground cover trimming and maintenance shall be performed by crew designated to the contract. The on-site crew will perform all aspects of the maintenance requirements.
- **Fertilization**- All fertilization shall be performed per the schedule. The City will be notified in advance of application days and locations. The crew assigned to the contract will be responsible for fertilization application and ensuring that the approved product type and rates are applied as per the City's requirements. All fertilizer application requirements will be performed to ensure that the fertilizer was applied and cleaned up properly. All applications will be recorded and identified per the city's requirements.
- **Pest & Rodent Control**- Such control shall be performed by crew member(s) with proper qualifications on an on-going basis or per the recommendations of our in-house PCA. We will utilize IPM per the City's requirements along with ensuring that all safety and regulatory measures are taken for the safety of the general public and for our employees. All required reports and recording of chemical use will be documented and submitted as required.

Our crews are trained and equipped with proper equipment to perform the landscape maintenances tasks per the specifications. Mariposa is committed to providing professional services that the City of Banning requires.

Mariposa Landscapes, Inc.

Below is a sample schedule
Final schedule to be submitted upon award of contract.

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Turf Areas	# of Frequencies	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBE			
		Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	
Litter Control, All Areas, Liner Replacement	Daily	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Mowing	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Edging & Detaling	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Blowing	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Sweeping	52 X year	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	
Broadleaf Control	2 X year									■																												■											
Pre-emergent application	3 X year										■											■														■												
Fertilizations	3 X year										■													■														■										
Aeration	2 X year					■					■												■		■														■										
Pest Monitoring	Monthly				■				■				■				■				■				■				■				■				■				■				■			
Irrigation System Inspections	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

Shrubs & G.C Areas	# of Frequencies	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBE			
		Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	
Hedge Trimming	8 X year							■								■				■				■				■				■				■							■						
Ground-Covers Trimming	8 X year						■								■				■				■				■				■				■							■						
Ground-Covers Edging	8 X year						■								■				■				■				■				■				■							■						
Shrub Pruning	8 X year					■								■				■				■				■				■				■							■							
Deadheading & Cleaning	As Needed																																																
Weed Control	Monthly		■				■				■				■				■				■				■				■				■				■				■				■		
Fertilizations	2 X year										■												■														■												
Pre-emergent application	3 X year										■												■														■												
Mulching Refreashing	Monthly			■				■				■				■				■				■				■				■				■							■						
Annual Color	4 X year									■												■												■								■							
Premium Color	1 X year																																					■												
Removal of Dead Plants	As Needed																																															
Trees & Shrubs Safety Clearance	Monthly			■				■				■				■				■				■				■				■				■							■						
Irrigation System Inspections	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	

Hardscapes	# of Frequencies	JANUARY				FEBRUARY				MARCH				APRIL				MAY				JUNE				JULY				AUGUST				SEPTEMBER				OCTOBER				NOVEMBER				DECEMBER			
		Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week				Week			
		1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Safety Inspection and Reporting	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Blowing	Weekly	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Weed Control	As Needed																																																
Pressure Washing (Optional, Extra)																																																	
Pest Treatment (Optional, extra)																																																	
Plant replacement (Optional, Extra)																																																

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Customer Service

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

We bring decades of knowledge and in-depth experience to every landscape entrusted to our care. Building long-lasting relationships with our clients is important to us. We understand and respect our clients' goals and do everything in our power to ensure the well-being of their properties. We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible.

Service commitment to customers

- We believe that customer service is the most important aspect to our success.
- We provide courteous, responsive, high-quality service to our customers
- We seek innovative approaches to benefit our customer
- We listen to our customer and respond to suggestion and concerns with fairness and flexibility
- We respect our customer's privacy

Mariposa Landscapes, Inc. will communicate with the City of Banning before the work begins, during, and after the project is complete to insure that the City is completely satisfied with the services provided. In case of any complaint or irregularity, the Division manager will take immediate action to resolve any issues. Routine phone calls and emails will be used to track customer satisfaction.

We partner with our clients to achieve a common goal. From simple to complex projects, we coordinate our vast array of expertise to create the project our clients envision. We value open, honest communication, ongoing staff training, and new methods and technologies that will help us do the best job possible. We are open to working closely with the City of Banning and we welcome all feedback.

While we always appreciate the accolades we receive, seeing our customers enjoy a well-executed and thriving landscape is still the most rewarding part of our work.

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Staffing Plan

Staff chart below lists job titles, experience, and responsibility of those that will be assigned to this contract.

Mariposa Landscapes, Inc. is open to working close with the City of Banning. We have over four decades of experience working with many cities and counties alike. We

Job Title	Minimum Experience and Responsibility
Account Manager	Over 10 years of experience conducting and overseeing Public Works, Commercial and Residential landscape maintenance work in the landscape industry. Will be the primary contact with the City of Banning and will be responsible for all aspects of project management.
Foreman	Will have a minimum of 10 years of experience in all aspects of maintenance operations including carrying out weekly schedules, documenting, communicating work reports and hazardous conditions.
Spray Technician	Will be responsible for all spraying of pre- and post-emergent, insecticides as needed, broadleaf control and all other spraying tasks. They will report directly to Mariposa's Account Manager and the City of Banning representative.
Laborers	Will have minimum 3 years' experience in all aspects of maintenance operations.

Manpower schedules are established and adjusted regularly with changes made seasonally in accordance with contract specifications. Our employees are cross trained, and this enables us to effectively assign additional personnel, should there be a fluctuation in service needs.

All of Mariposa Landscapes, Inc. contracts are internally monitored against budgets. Our Invoices are generated internally per the terms of each contract. Should the City require additional services, Mariposa will provide a complete cost proposal and will require approval before starting any services outside of the contracted work.

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Organization Memberships and Staff Certification

We are dedicated to having the best-trained workforce in the industry. As members of the California Landscape Contractors Association, we participate in the training programs offered by this industry organization. The CLCA sponsors a rigorous "hands-on" test administered under actual field conditions. With only a 20% first time pass rate, only the best workers are able to obtain the designation of CLT or Certified Landscape Technician. All of the managers and supervisors in our company have the CLT designation. No other contractor of our size and diversity in Southern California has achieved this many certifications.

We are members of the following organizations:

- CACM (California Association of Community Managers)
- CAI Orange County (Community Association Institute)
- CAI Los Angeles (Community Associations Institute)
- CAI Greater Inland Empire (Community Association Institute)
- CAI Coachella Valley (Community Association Institute)
- ASA (American Subcontractors Association)
- BIA Southern California (Building Industry Association)
- BIA Orange County (Building Industry Association)
- BOMA IE (Building Owners and Managers Association)
- CLCA (California Landscape Contractors Association)
- ISA (International Society of Arboriculture)
- CAPCA (California Association of Pest Control Advisors)

Licensing and Certifications

- California Contractor License 592268 C27-Landscaping, Class A-Engineering, C31 Traffic Control, C61/D49 Tree Services
- Certified Arborists on staff
- Certified Tree Workers on staff
- Tree Work – Line Clearance Certified
- Tree Work – Line Clearance Certified Instructor
- Certified Water Auditor
- Certified Backflow Inspectors
- Licensed Pest Control Company/Pest Control Advisor
- Certified Pest Control Applicators on staff

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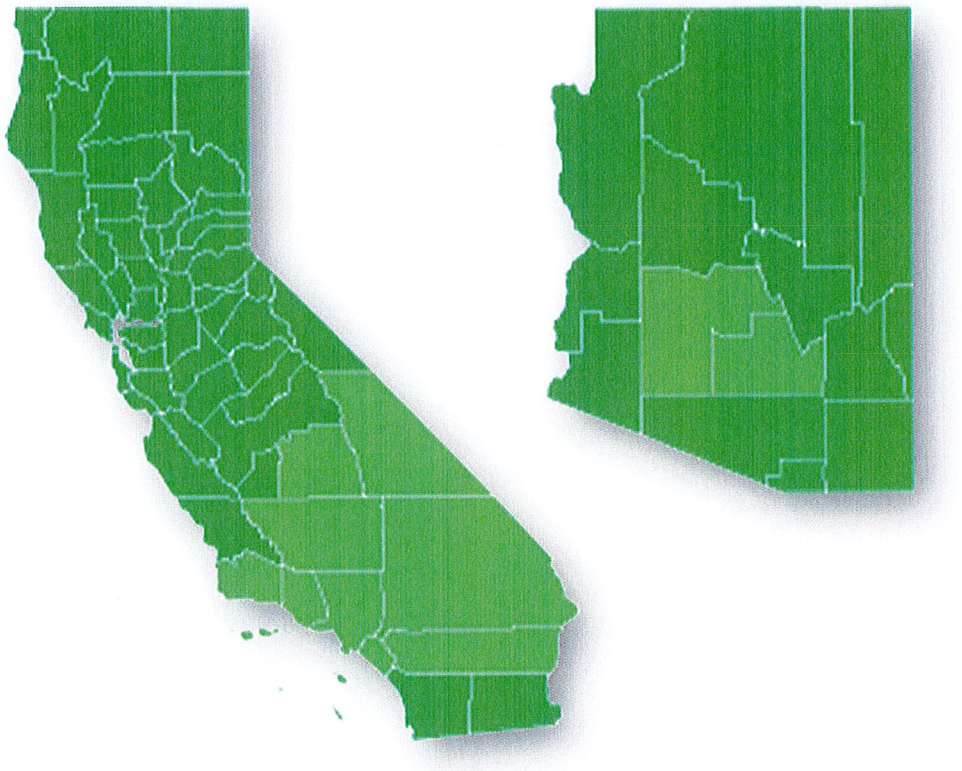
Location

Mariposa Landscapes, Inc. is a licensed contractor working in both Southern California and Arizona. We have numerous strategically located yards and offices to efficiently service our contracts. We can provide quick response times for additional and emergency services.

Mariposa owns 90% of all vehicles and equipment used in its operations. Our entire fleet of equipment is less than 5 years old and well maintained by our in-house mechanics who can respond to emergencies immediately and a depth of replacement equipment that will allow us to stay consistent with our schedules.

This contract will be serviced from our Bermuda Dunes yard location which is located minutes from the City of Banning.



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Innovation

Mariposa Landscapes Inc. understands the importance of Innovation in our trade, particularly with landscape maintenance services. Innovative options are always nurtured and encouraged by management.

Equipment, methods, and ideas are brought to the attention of the Mariposa Management Team on a regular basis. This provides an opportunity for the team to consider new options in all aspects of our business.

Historically, Mariposa has developed several innovative approaches to providing services and reporting to our customers. These have included some programs mentioned elsewhere in this document such as our Quality Control program, uniquely designed to catch issues, correct, and follow up.

Water conservation is key for all property owners, particularly in California. Mariposa has established an innovative partnership with Weathermatic. This company provides cutting edge ET based irrigation controllers nationwide. We are able to offer this product to replace existing older technology controllers, with significant water savings in every case.

At Mariposa Landscapes Inc. we value and expect the highest levels of Horticultural expertise. The owner and President of Mariposa, Terry Noriega, founded one of the premier native and drought tolerant plant nurseries in Southern California, El Nativo Growers, Inc.

As a landscape maintenance service provider, it is critical for Mariposa to stay in the forefront of understanding standards of care for emerging types of plants for use in landscapes.

Mariposa Landscapes Inc. is committed to continued improvements to minimize our equipment impacts on the environment. This takes continued study and testing by our Fleet Management team, to identify viable options and test productivity.

One of the most promising recent innovations being considered, is expanding the use of electric equipment. We have many electric blowers and string trimmers in use, although battery life is still a challenge for consistent commercial use. Concurrently, we have tested several electric powered mowers with promising results.

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References

Here at Mariposa Landscapes, Inc. we take pride in our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients. Below are cities for which we provide landscape maintenance services similar to those listed within the RFP.

Additional references are available upon request.

Name:	City of Newport Beach	**Contact:**	Kevin Pekar
Phone:	(949) 644-3069	**Email:**	kpekar@newportbeachca.gov
Address:	592 Superior Ave, Newport Beach, CA 92660	**Contract Term:**	Current
Description:	Landscape maintenance- Irrigation maintenance, turf maintenance, groundcover maintenance, shrub, vine and tree maintenance, hardscape maintenance, sand/wood chip area maintenance, drinking fountain maintenance. Specialty/sports atheletic area maintenance.		

Name:	City of Tustin	**Contact:**	Christine Zepeda
Phone:	(714) 573-3147	**Email:**	czepeda@tustinca.org
Address:	300 Centennial Way, Tustin, CA 92780	**Contract Term:**	Current
Description:	Landscape maintenance of City LMD areas, parks, medians and facilities. Duties include mowing, turf maintenance, pest control, litter removal, Irrigation system maintenance monitoring, fertilization, Aerification dethatching, weed control, pruning/shrubs, vine care and ground cover.		

Name:	City of Palm Desert	**Contact:**	Randy Chavez
Phone:	(760) 902-9064	**Email:**	rchavez@cityofpalmdesert.org
Address:	73-510 Fred Waring Dr., Palm Desert, CA 922(	**Contract Term:**	Current
Description:	Landscape maintenance. Duties inclcude litter control, plant maintenance, tree maintenance, turf maintenance, hardscape maintenance and irrigatin maintenance.		

Name:	Coachella Valley Water District	**Contact:**	Mike Munoz
Phone:	(760) 578-6471	**Email:**	mmunoz@cvwd.org
Address:	51501 Tyler St., Coachella, CA 92236	**Contract Term:**	Current
Description:	Landscape services of 40 District sites around the Valley: Services include plant litter, trash control, weed control, pest control, plant maintenance, tree maintenance, hardscape maintenance, planter maintenance and irrigation system maintenance.		

Name:	City of Rancho Cucamonga	**Contact:**	Steve Relph
Phone:	(909) 477-2730 *4116	**Email:**	steve.relph@cityofrc.us
Address:	9153 9th St., Rancho Cucamonga, CA 91730	**Contract Term:**	Current
Description:	Landscape Maintenance of Medians and Parkways: Shrub, groundcover, vine and landscape mulch maint., tree maintenance, pest control, hardscape maintenace, restroom maintenance and drinking fountain maint.		

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Evidence of Insurance- General Liability

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888.333.4949 FAX (A/C, No): 507.446.4564 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED 171235.5 MARIPOSA LANDSCAPES INC 8212 SANTOS DIAZ ST IRWINDALE, CA 91702-3207	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED SERVICE INSURANCE COMPANY — 28304 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 0 REVISION NUMBER: 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	6069499	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 EXCLUDED $1,000,000 $2,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6069499	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6069500	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N / N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER	CANCELLATION
08 A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Michael G Kern

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Evidence of Insurance- Workers Compensation

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tami Mason	
Global Risk, LLC 800 Wilshire Blvd., Second Floor Los Angeles CA 90017	PHONE (A/C, No, Ext): (213) 550-2253	FAX (A/C, No): (213) 550-2258
	E-MAIL ADDRESS: tmason@globalriskcap.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Sentry Casualty Company	28460
INSURED Mariposa Landscapes, Inc. 6232 Santos Diaz St. Irwindale CA 91702	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: Cert ID 308 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	Y	90-20720-01 00 191	04/01/2020	04/01/2021	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
								$
								$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proof of Insurance Only!

CERTIFICATE HOLDER	CANCELLATION
Mariposa Landscapes Inc. 15529 Arrow Highway Irwindale CA 91706	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tami Mason

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Proposal Forms (Exhibit A)

Please note that all required Proposal Forms have been uploaded as a separate attachment.

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OUR VALUES ARE...



Safety Being the primary foundation of our company. We emphasize "safety first" on every worksite and in all our training programs. Our employees are taught to be aware of, and responsible for, safety at all times. We strive to prevent injuries and accidents and provide a safe environment for staff and customers alike.

Teamwork We work together, seeking input from all team members to organize our efforts for the greater good. We always remain open to change, embracing new methods and techniques to achieve the highest levels of quality and efficiency. We are considerate of team members, provide support, and encourage their growth, resulting in the ultimate outcome for the team.

Quality We are committed to bringing the best possible quality for our customers and their properties and projects. We provide prompt service, expert workmanship, and superior products. We take pride in meeting or exceeding expectations. Our ultimate goal is to deliver excellent value for our clients' investment.

Integrity We are honest and open in our communications, building deep trust and confidence in all of our relationships. We value the dedication and contribution of each person. The overall well-being of our employees, customers and vendors is important to us.

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AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.** ("Contractor") is effective as of this day: 6/15/2023.

RECITALS

A. On February 23, 2021, the City awarded a Landscape Maintenance Agreement to Mariposa Landscapes, Inc. The Agreement provided that Contractor would provide those services specified in the Agreement and in the Scope of Services attached to the Agreement as Exhibit "A-1". The Agreement included a Schedule of Compensation attached as Exhibit "C" which specified that Contractor's total compensation would not exceed One Hundred and Six Thousand Three Hundred and Fifty-Two Dollars ($106,352.00), which included a 10% contingency for additional work.

B. On March 22, 2021, the City and Contractor, executed the Landscape Maintenance Agreement for City Parks – (C00698).

C. On May 10, 2022, the City and Contractor amended the Agreement ("Amendment No. 1") to extend the term for an additional one-year term to expire June 30, 2023 and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred One Thousand Six Hundred Thirty-Eight Dollars and Eighty Cents ($101,638.80), as approved by City Council Resolution No. 2022-56.

D. City and Contractor now desire to amend the Agreement ("Amendment No. 2") in accordance with City Council approval to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, modify the scope of services to include additional landscape sites and to provide compensation for the additional one-year term and additional services in an amount not to exceed One Hundred and Thirty-Five Thousand Eight Hundred and Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97) for a total not to exceed Contract Sum of Three Hundred Forty-Three Thousand Eight Hundred Thirty-Eight Dollars and Seventy-Seven Cents ($343,838.77).

TERMS

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

   a) Section 1.1 and Exhibit "A" to the Agreement is amended to include the amended scope of services attached as Attachment "1" to this Amendment 2.

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b) Section 2.1 ("Contract Sum") of the Agreement is amended to provide that the City agrees to pay Contractor a monthly amount of Ten Thousand Two Hundred Ninety-One Dollars and Fifty-One Cents ($10,291.51) for twelve (12) months through June 30, 2024. Additionally, the City may authorize extra work for services not included in the agreed Scope of Services of a not to exceed amount of Twelve Thousand Three Hundred and Forty-Nine Dollars and Eighty-Five Cents ($12,349.85) for a total not to exceed amount of One Hundred and Thirty-Five Thousand Eight Hundred and Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97). The total compensation, including reimbursement for actual expenses shall not exceed Three Hundred Forty-Three Thousand Eight Hundred Thirty-Eight Dollars and Seventy-Seven Cents ($343,838.77) (the "Contract Sum").

c) Section 3.1 ("Term") of the Agreement is hereby amended to extend the Term of the Agreement to June 30, 2024.

2. **Continuing 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 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendment No. 1, the provisions of this Amendment No. 2 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 2, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **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) the

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entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

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

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 the day and year first hereinabove written.

CITY OF BANNING

6/15/2023

Douglas Schulze, Date
City Manager

ATTEST:

6/15/2023

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

6/5/2023

Serita Young Date
City Attorney

CONSULTANT

6/12/2023

NAME: Antonio Valenzuela Date
TITLE: Secretary

6/13/2023

NAME: Terry Noriega Date
TITLE: President

95-4245898

Tax ID No.

Address:
Mariposa Landscapes, Inc.
6232 Santos Diaz St.
Irwindale, CA 91702

City Council Approval: 2023-099

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.

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ATTACHMENT "1"

Park's Landscape Maintenance - Per Site Cost Breakdown

Line Item	Location	Quantity	Unit of Measure	Orginal Monthly Rate	CPI 7.50%	New Monthly Rate	Annual Rate
1	Dysart Equestrian Park - 2101 Victory Ave	12	Month	$862.39	$64.68	$927.07	$11,124.83
2	Lion/s Park - 955 S. Hargrave Street	12	Month	$2,001.98	$150.15	$2,152.13	$25,825.54
3	Repplier Park - 201 W. George Street	12	Month	$2,032.78	$152.46	$2,185.24	$26,222.86
4	Roosevelt Williams - 1101 El George Street	12	Month	$831.59	$62.37	$893.96	$10,727.51
5	Sylvan Park - 2798 W. George Street	12	Month	$1,971.17	$147.84	$2,119.01	$25,428.09
6	Community Center & Senior Center (769 & 789 N. San Gorgonio Avenue)	12	Month	$887.49	$66.56	$954.05	$11,448.62
7	Aquatic Center (749 N. San Gorgonio)	12	Month	$986.10	$73.96	$1,060.06	$12,720.69
8	Repplier Park and Community Center Parkway. 749, 769 & 789 N. San Gorgonio Ave.	12	Month	Included in Line Items 6 & 7.	$0.00	$0.00	$0.00
			Totals >>>	$9,573.50	$718.01	$10,291.51	$123,498.15

AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.** ("Contractor") is effective as of this day: _____.

RECITALS

A. On February 23, 2021, the City awarded a Landscape Maintenance Agreement to Mariposa Landscapes, Inc. The Agreement provided that Contractor would provide those services specified in the Agreement and in the Scope of Services attached to the Agreement as Exhibit "A-1". The Agreement included a Schedule of Compensation attached as Exhibit "C" which specified that Contractor's total compensation would not exceed One Hundred and Six Thousand Three Hundred and Fifty-Two Dollars ($106,352.00), which included a 10% contingency for additional work.

B. On March 22, 2021, the City and Contractor, executed the Landscape Maintenance Agreement for City Parks – (C00698).

C. On May 10, 2022, the City and Contractor amended the Agreement ("Amendment No. 1") to extend the term for an additional one-year term to expire June 30, 2023 and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred One Thousand Six Hundred Thirty-Eight Dollars and Eighty Cents ($101,638.80), as approved by City Council Resolution No. 2022-56.

D. On June 15, 2023, the City and Contractor amended the Agreement ("Amendment No. 2") to extend the term for an additional one-year term to expire June 30, 2024, modify the scope of services, and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred and Thirty-Five Thousand Eight Hundred and Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97), as approved by City Council Resolution No. 2023-095.

E. City and Contractor now desire to amend the Agreement ("Amendment No. 2") in accordance with City Council approval to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, modify the scope of services to include additional landscape sites and to provide compensation for the additional one-year term and additional services in an amount not to exceed One Hundred and Thirty-Five Thousand Eight Hundred and Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97) for a total not to exceed Contract Sum of Three Hundred Forty-Three Thousand Eight Hundred Thirty-Eight Dollars and Seventy-Seven Cents ($343,838.77).

TERMS

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

a) Section 1.1 and Exhibit "A" to the Agreement is amended to include the amended scope of services attached as Attachment "1" to this Amendment 3.

b) Section 2.1 ("Contract Sum") of the Agreement is amended to provide that the City agrees to pay Contractor a monthly amount of Ten Thousand Five Hundred Eighty-Nine Dollars and Ninety-Seven Cents ($10,589.97) for twelve (12) months through June 30, 2025. Additionally, the City may authorize extra work for services not included in the agreed Scope of Services of a not to exceed amount of Twelve Thousand Seven Hundred Eight Dollars ($12,708.00) for a total not to exceed amount of One Hundred and Thirty-Nine Thousand Seven Hundred Eighty-Seven Dollars and Sixty-Four Cents ($139,787.64). The total compensation, including reimbursement for actual expenses shall not exceed Four Hundred Seventy Thousand Nine Hundred Eighteen Dollars and Forty-One Cents ($470,918.41) (the "Contract Sum").

c) Section 3.1 ("Term") of the Agreement is hereby amended to extend the Term of the Agreement to June 30, 2025.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendment No. 1 through 2, the provisions of this Amendment No. 3 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 3, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

5. **Authority.** The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other Agreement to which said party is bound.

6. **Electronic Signatures**. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Amendment No.3 and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 3 the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

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

ATTACHMENT "1"

Banning Park's Landscape Maintenance - Per Site Cost Breakdown FY 2024/25

Line Item	Location	Quantity	Unit of Measure	Monthly Rate 2023/24	CPI 2.90%	New Monthly Rate	Annual Rate
1	Dysart Equestrian Park - 2101 Victory Ave	12	Month	$927.07	$26.89	$953.96	**$11,447.52**
2	Lion/s Park - 955 S. Hargrave Street	12	Month	$2,152.13	$62.41	$2,214.54	**$26,574.48**
3	Repplier Park - 201 W. George Street	12	Month	$2,185.24	$63.37	$2,248.61	**$26,983.32**
4	Roosevelt Williams - 1101 El George Street	12	Month	$893.96	$25.92	$919.88	**$11,038.56**
5	Sylvan Park - 2798 W. George Street	12	Month	$2,119.01	$61.45	$2,180.46	**$26,165.52**
6	Community Center & Senior Center (769 & 789 N. San Gorgonio Avenue)	12	Month	$954.05	$27.67	$981.72	**$11,780.64**
7	Aquatic Center (749 N. San Gorgonio)	12	Month	$1,060.06	$30.74	$1,,090.80	**$13,089.60**
8	Repplier Park and Community Center Parkway. 749, 769 & 789 N. San Gorgonio Ave.	12	Month	Included in Line Items 6 & 7.	$0.00	$0.00	**$0.00**
			Totals >>>	**$10,291.52**	**$298.45**	**$10,589.97**	**$127,079.64**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Stephanie Sirls, Transit Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-68, Approving the Execution of the Low Carbon Transit Operations Program (LCTOP) Three-Year Free Fare Program**

RECOMMENDATION:

Adopt Resolution 2024-68.

BACKGROUND:

LCTOP is one of several programs that are part of the Transit, Affordable Housing, and Sustainable Communities Program established by the California Legislature in 2014 by Senate Bill 862.

The LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emission and improve mobility, with a priority on serving disadvantaged communities. Approved projects in LCTOP are intended to support new or expanded bus or rail services, expand intermodal transit facilities, and may include equipment acquisition, fueling, maintenance and other costs to operate those services or facilities, with each project reducing greenhouse gas emissions.

The City of Banning, in working with the California Department of Transportation (Caltrans) and the Riverside County Transportation Commission (RCTC) requested an allocation of LCTOP funds in the amount of $143,000 to fund an additional year of the Free Fare Program for students, seniors, persons with disabilities, veterans and City of Banning residents with proper identification. In order to proceed, the City of Banning must submit a Resolution to authorize the submittal of the project nomination and allocation request for funding.

JUSTIFICATION:

The Free Fare Program is intended to support transit operations and promote the use of public transportation. The Free Fare Program will also help meet LCTOP's goal of reducing greenhouse gas emissions and improving mobility within disadvantaged communities. It also allows the City of Banning to take advantage of the $143,000 LCTOP funds which will be used to supplement free rides provided to the community.

The City of Banning must submit a Resolution to authorize the submittal of the project nomination and allocation request for funding.

FISCAL IMPACT:

If approved, the resolution will authorize the submittal of the project nomination and allocation request for LCTOP funding in the amount of $143,000. There is no impact to the General Fund.

ALTERNATIVES:

Do not approve Resolution 2024-68 and provide alternative direction to staff. Not approving this item would hinder the City from extending the Free Fare Program by another year, therefore directly impacting City of Banning patrons and their ability to have access to free transportation.

ATTACHMENTS:

1. Resolution 2024-68, LCTOP.docx
2. LCTOP Certifications and Assurances Form.docx
3. FY 23-24 Authorized Agent Form.docx

RESOLUTION 2024-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, PROVIDING AUTHORIZATION FOR THE EXECUTION OF THE CERTIFICATION AND ASSURANCES AND AUTHORIZED AGENT FORMS FOR THE LOW CARBON TRANSIT OPERATIONS PROGRAM (LCTOP) FOR THE FOLLOWING PROJECT: FREE FARE PROGRAM, $143,733

WHEREAS, the City of Banning is an eligible project sponsor and may receive state funding from the Low Carbon Transit Operations Program (LCTOP) for transit projects; and

WHEREAS, the statutes related to state-funded transit projects require a local or regional implementing agency to abide by various regulations; and

WHEREAS, Senate Bill 862 (2014) named the Department of Transportation ("Department") as the administrative agency for the LCTOP; and

WHEREAS, the Department has developed guidelines for the purpose of administering and distributing LCTOP funds to eligible project sponsors (local agencies); and

WHEREAS, the City of Banning wishes to delegate authorization to execute these documents and any amendments thereto to Doug Schulze, City Manager or his designee; and

WHEREAS, the City of Banning wishes to implement the following LCTOP project listed above.

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

SECTION 1. The City of Banning as the fund recipient agrees to comply with all conditions and requirements set forth in the Certification and Assurances and the Authorized Agent documents and applicable statutes, regulations and guidelines for all LCTOP funded transit projects; and

SECTION 2. The City Manager is authorized to execute all required documents of the LCTOP program and any Amendments thereto with the California Department of Transportation; and

SECTION 3**.** The City Council of the City of Banning hereby authorizes the submittal of the following project nomination(s) and allocation request(s) to the Department in FY2023-2024 LCTOP funds:

Project Name: Free Fare Program
Short description of project: The extension of the Free Fare Program from two to three years. Fare would be free seniors, disabled, veterans, students and resident of Banning (with ID) on all fixed routes.
Amount of LCTOP funds requested: $143,000.00
Benefit to a Priority Populations: Program provides incentives to disadvantage community, promotes the use of public transportation, and promotes transit connectivity.
Amount to benefit Priority Populations: $71,500.00
Contributing Sponsor: Riverside County Transportation Commission (RCTC)
; and

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 14th day of May 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-68, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

FY 2023-2024 LCTOP
Certifications and Assurances

Lead Agency: City of Banning

Project Title: Free Fare Program

Prepared by: Stephanie Sirls

The California Department of Transportation (Caltrans) has adopted the following Certifications and Assurances for the Low Carbon Transit Operations Program (LCTOP). As a condition of the receipt of LCTOP funds, Lead Agency must comply with these terms and conditions.

A. General

1. The Lead Agency agrees to abide by the current LCTOP Guidelines and applicable legal requirements.

2. The Lead Agency must submit to Caltrans a signed Authorized Agent form designating the representative who can submit documents on behalf of the project sponsor and a copy of the board resolution appointing the Authorized Agent.

B. Project Administration

1. The Lead Agency certifies that required environmental documentation is complete before requesting an allocation of LCTOP funds. The Lead Agency assures that projects approved for LCTOP funding comply with Public Resources Code § 21100 and § 21150.

2. The Lead Agency certifies that a dedicated bank account for LCTOP funds only will be established within 30 days of receipt of LCTOP funds.

3. The Lead Agency certifies that when LCTOP funds are used for a transit capital project, that the project will be completed and remain in operation for its useful life.

4. The Lead Agency certifies that it has the legal, financial, and technical capacity to carry out the project, including the safety and security aspects of that project.

5. The Lead Agency certifies that they will notify Caltrans of pending litigation, dispute, or negative audit findings related to the project, before receiving an allocation of funds.

6. The Lead Agency must maintain satisfactory continuing control over the use of project equipment and facilities and will adequately maintain project equipment and facilities for the useful life of the project.

7. Any interest the Lead Agency earns on LCTOP funds must be used only on approved LCTOP projects.

8. The Lead Agency must notify Caltrans of any changes to the approved project with a Corrective Action Plan (CAP).

9. Under extraordinary circumstances, a Lead Agency may terminate a project prior to completion. In the event the Lead Agency terminates a project prior to completion, the Lead Agency must (1) contact Caltrans in writing and follow-up with a phone call verifying receipt of such notice; (2) pursuant to verification, submit a final report indicating the reason for the termination and demonstrating the expended funds were used on the intended purpose; (3) submit a request to reassign the funds to a new project within 180 days of termination.

C. Reporting

1. The Lead Agency must submit the following LCTOP reports:
   a. Annual Project Activity Reports October 30th each year.

   b. A Close Out Report within six months of project completion.

   c. The annual audit required under the Transportation Development Act (TDA), to verify receipt and appropriate expenditure of LCTOP funds. A copy of the audit report must be submitted to Caltrans within six months of the close of the year (December 31) each year in which LCTOP funds have been received or expended.

   d. Project Outcome Reporting as defined by CARB Funding Guidelines.

   e. Jobs Reporting as defined by CARB Funding Guidelines.

2. Other Reporting Requirements: CARB develops and revises Funding Guidelines that will include reporting requirements for all State agencies that receive appropriations from the Greenhouse Gas Reduction Fund. Caltrans and project sponsors will need to submit reporting information in accordance with CARB's Funding Guidelines, including reporting on greenhouse gas reductions and benefits to disadvantaged communities.

FY 2023-2024 LCTOP
Certifications and Assurances

D. Cost Principles

1. The Lead Agency agrees to comply with Title 2 of the Code of Federal Regulations 225 (2 CFR 225), Cost Principles for State and Local Government, and 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

2. The Lead Agency agrees, and will assure that its contractors and subcontractors will be obligated to agree, that:
    a. Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allow ability of individual project cost items and

    b. Those parties shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving LCTOP funds as a contractor or sub-contractor shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

3. Any project cost for which the Lead Agency has received funds that are determined by subsequent audit to be unallowable under 2 CFR 225, 48 CFR, Chapter 1, Part 31 or 2 CFR, Part 200, are subject to repayment by the Lead Agency to the State of California (State). All projects must reduce greenhouse gas emissions, as required under Public Resources Code section 75230, and any project that fails to reduce greenhouse gases shall also have its project costs submit to repayment by the Lead Agency to the State. Should the Lead Agency fail to reimburse moneys due to the State within thirty (30) days of demand, or within such other period as may be agreed in writing between the Parties hereto, the State is authorized to intercept and withhold future payments due the Lead Agency from the State or any third-party source, including but not limited to, the State Treasurer and the State Controller.

A. Record Retention

1. The Lead Agency agrees and will assure that its contractors and subcontractors shall establish and maintain an accounting system and

records that properly accumulate and segregate incurred project costs and matching funds by line item for the project. The accounting system of the Lead Agency, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles (GAAP) and enable the determination of incurred costs at interim points of completion. All accounting records and other supporting papers of the Lead Agency, its contractors and subcontractors connected with LCTOP funding shall be maintained for a minimum of three (3) years after the "Project Closeout" report or final Phase 2 report is submitted (per CARB Funding Guidelines, Vol. 3, page 3.A-16), and shall be held open to inspection, copying, and audit by representatives of the State and the California State Auditor. Copies thereof will be furnished by the Lead Agency, its contractors, and subcontractors upon receipt of any request made by the State or its agents. In conducting an audit of the costs claimed, the State will rely to the maximum extent possible on any prior audit of the Lead Agency pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by the Lead Agency's external and internal auditors may be relied upon and used by the State when planning and conducting additional audits.

2. For the purpose of determining compliance with Title 21, California Code of Regulations, Section 2500 et seq., when applicable, and other matters connected with the performance of the Lead Agency's contracts with third parties pursuant to Government Code § 8546.7, the project sponsor, its contractors and subcontractors and the State shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire project period and for three (3) years from the date of final payment. The State, the California State Auditor, or any duly authorized representative of the State, shall each have access to any books, records, and documents that are pertinent to a project for audits, examinations, excerpts, and transactions, and the Lead Agency shall furnish copies thereof if requested.

3. The Lead Agency, its contractors and subcontractors will permit access to all records of employment, employment advertisements, employment

application forms, and other pertinent data and records by the Civil Rights Department, or any other agency of the State of California designated by the State, for the purpose of any investigation to ascertain compliance with this document.

F. Special Situations

Caltrans may perform an audit and/or request detailed project information of the project sponsor's LCTOP funded projects at Caltrans' discretion at any time prior to the completion of the LCTOP.

I certify all these conditions will be met.

Doug Schulze	City Manager
(Print Authorized Agent)	*(Title)*
(Signature)	*(Date)*

FY 2023-2024 LCTOP

Authorized Agent

AS THE Mayor
(Chief Executive Officer/Director/President/Secretary)

OF THE City of Banning
(Name of County/City/Transit Organization)

I hereby authorize the following individual(s) to execute for and on behalf of the named Regional Entity/Transit Operator, any actions necessary for the purpose of obtaining Low Carbon Transit Operations Program (LCTOP) funds provided by the California Department of Transportation, Division of Local Assistance. I understand that if there is a change in the authorized agent, the project sponsor must submit a new form. This form is required even when the authorized agent is the executive authority himself. I understand the Board must provide a resolution approving the Authorized Agent. The Board Resolution appointing the Authorized Agent is attached.

Doug Schulze, City Manager OR
(Name and Title of Authorized Agent)

Arturo Vela, Director of Public Works OR
(Name and Title of Authorized Agent)

Lincoln Bogard, Administrative Services Director OR
(Name and Title of Authorized Agent)

Stephanie Sirls, Transit Manager OR
(Name and Title of Authorized Agent)

Alberto Sanchez — *(Print Name)*

Mayor — *(Title)*

(Signature)

FY 2023-2024 LCTOP

Approved this 14 *day of* May , 2024

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:	**May 14, 2024**
SUBJECT:	**Consideration of Completion of Various Improvements Related to the Atwell Specific Plan Development and Authorization of the 90% Bond Exoneration**

RECOMMENDATION:

Accept as complete various improvements related to the Atwell Specific Plan Development and authorize the 90% bond exoneration.

BACKGROUND:

On December 10, 2019, City Council adopted Resolution 2019-151 approving Final Tract Map No. 37298-1 (Apex Street, Atwell Drive, Creekside Avenue, Highland Springs Avenue, Landmark Way, Meadowline Way and Wilson Street), releasing the map for recordation; authorizing staff to sign the subdivision improvement agreement and final tract map; and accepting the Performance and Labor and Material Bond for public improvements.

On September 8, 2020, City Council adopted Resolution 2020-114 approving Final Tract Map Nos. 37390, 37390-1, 37390-2 and 37390-F (Phase 1B - PA 6, PA 7 and PA 8), releasing the maps for recordation; authorizing staff to sign the subdivision improvement agreements and final tract maps; and accepting various Performance and Labor and Material Bonds for public improvements.

On September 13, 2022, City Council adopted Resolution 2022-122 approving Final Tract Map Nos. 37389-1, 37389-2, 37389-3 and 37389-5 (Meadowline Way, Apex Street, Highland Home Road, and project entries from Meadowline Way and Highland Home Road; PA 10, PA 11, PA 30 and PA 5A), releasing the maps for recordation; authorizing staff to sign the subdivision improvement agreements and final tract maps; and accepting various Performance and Labor and Material Bonds for public improvements. The lot dedication for the Wilson Sewer Lift Station to the City of Banning for construction, operations and maintenance was accepted by the City Council on February 9, 2021.

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

These public improvements included street, storm drain, sewer, water and a sewer lift station associated with tracts 37390, 37390-1, 37390-2 and 37390-F (Phase 1B and PA 7); tract 37389-1 (Highland Home Road); and tract 37298-1 (Apex Street) of the Atwell Specific Plan Development.

JUSTIFICATION:

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

Bond #	Bond Amount	Improvements
CMS0339970	$669,622.00	Phase 1B Storm Drain
CMS0339971	$652,059.20	Phase 1B Open Space Drain
CMS0339953	$659,260.50	PA 7 Sewer
CMS0339954	$1,467,539.15	PA 7 Street
CMS0339955	$705,076.50	PA 7 Water
30164654	$1,121,753.13	Highland Home Road Storm Drain
30164655	$645,374.25	Highland Home Road Water
30164658	$354,855.50	Highland Home Road Sewer
30164657	$325,427.00	Highland Home Road Non-pot Water
CMS331784	$118,841.00	Apex Storm Drain
CMS331785	$161,172.50	Apex Sewer
PB03010408214	$1,874,500.00	Wilson Sewer Lift Station Mechanical
PG03010408215	$123,200.59	Wilson Sewer Lift Station Civil

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

FISCAL IMPACT:

None.

ALTERNATIVES:

Do not accept staff's recommendation and provide staff with additional direction.

ATTACHMENTS:

1. Attachment 1a - Atwell Phase 1B SD and OS SIA and Bonds.pdf
2. Attachment 1b - TR 37390 (Phase 1B STORM DRAIN PLAN.pdf
3. Attachment 2a - Atwell PA 7 SIA and Bonds.pdf
4. Attachment 2b - TR 37390-2 (PA 7) WATER PLAN.pdf
5. Attachment 2c - TR 37390-2 (PA 7) SEWER PLAN.pdf
6. Attachment 2d - TR 37390-2 (PA 7) STREET PLAN.pdf
7. Attachment 3a - Tr 37389-1 HHR SIA and Bonds.pdf
8. Attachment 3b - TR 37389-1 OFF-SITE SEWER HHR PLAN.pdf
9. Attachment 3c - TR 37389-1 STREET HHR PLAN.pdf
10. Attachment 3d - TR 37389-1 WATER HHR South PLAN.pdf
11. Attachment 4a - Tr 37298-1 SIA and Bonds (Apex SD and Sewer).pdf
12. Attachment 4b - Tr 37298-1 STORM DRAIN PLAN.pdf
13. Attachment 4c - Tr 37298-1 SEWER-WATER PLAN.pdf
14. Attachment 5a - Wilson Sewer Lift Station SIA and Bonds.pdf
15. Attachment 5b - Tr 37389-1 Wilson Sewer Lift Sta Mech Imp Plan.pdf
16. Attachment 5c - Tr 37389 PGD PA11-LIFTSTA Delta-1 Plan.pdf

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 37390, 37390-F, 37390-1, 37390-2 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37390, 37390-F, 37390-1, 37390-2
NAME AND ADDRESS OF SUBDIVIDER(S):	PARDEE HOMES 1250 CORONA POINTE CT, #600 CORONA, CA 92881
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:

PA8 Backbone Street Imp. Plans -Approved 7/20/20

PA8 BB Non-Potable Water Imp Plans -Appr. 5/04/20

PA8 BB Potable Water Imp Plans -Appr. 7/19/2020

PH1B Meadowline Way Street Imp. Plans -Approved 2/28/2020

PH1B Meadowline Way Non-Potable Water Imp. Plans -Approved 5/04/2020

PH1B Meadowline Way Potable Water Imp. Plans - Approved 5/04/2020

PH1B Onsite Storm Drain Imp. Plans -Appr. 7/19/2020

PH1B Onsite Storm Drain Imp. Plans -Approved

ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 2,584,371.31
	GRADING	$_____
	MONUMENTATION	$_____
	TOTAL:	$ 2,584,371.31

FORM OF IMPROVEMENT SECURITY:	[ ] AAA Corporate surety bonds [ ] Deposit of money
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	RLI Insurance Company (Name of Corporate Entity) 6303 Owensmouth Ave, 10th Floor (Street Address) Woodland Hills, CA 91367 (City) (State) (Zip)
SURETY BOND NUMBERS (if applicable):	- Meadowline Way/Non-Potable Water Improvements Bond #CMS0339961 - PA 8 Backbone Street Improvements Bond#CMS0339968 - PA 8 BB Non-Potable Water Improvements Bond#CMS0339967 - PA 8 BB Potable Water Improvements Bond#CMS0339966 - Phase 1B Meadowline Way/Street Improvements Bond#CMS0339972 - Phase 1B Meadowline Way/Potable Water Improvements Bond#CMS0339969 - Phase 1B Onsite Storm Drain Improvements Bond#CMS0339970 - Phase 1B Open Space Drainage Improvements Bond#CMS0339971
EFFECTIVE DATE OF AGREEMENT:	_____ (to be inserted by City)

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

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2

2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5

4. TIME EXTENSIONS 5

5. IMPROVEMENT SECURITY 6

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7. INDEMNIFICATION OF CITY BY SUBDIVIDER 9

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

12. RELATIONSHIP OF THE PARTIES 19

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16. SEVERABILITY 20

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS 20

18. GOVERNING LAW 20

19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael Taylor
Title: Division President
Date: 8/21/2020

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

[This page for acknowledgments.]

Bond Number: CMS0339970
Premium: $2,678.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Phase 1B Onsite Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell Phase 1B Onsite Storm Drain Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Sixty Nine Thousand Six Hundred Twenty Two and no/100 Dollars ($ 669,622.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

Bond Number: CMS0339970
Premium: included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell Phase 1B Onsite Storm Drain Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell Phase 1B Onsite Storm Drain Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Six Hundred Sixty Nine* Dollars ($669,622.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Six Hundred Twenty two and no/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact

(Title of officer)

Date: 8/20/2020

APPROVED:

_____

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

300

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D. Fick — Corporate Secretary

APPROVED BY
CITY OF BANNNG
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-1, 37390-2 & 37390 Storm Drain

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM DRAIN IMPROVEMENTS				
18" RCP	LF	690	$ 70.00	$ 48,300.00
24" RCP	LF	152	$ 70.00	$ 10,640.00
30" RCP	LF	1,594	$ 80.00	$ 127,520.00
36" RCP	LF	52	$ 90.00	$ 4,680.00
42" RCP	LF	518	$ 100.00	$ 51,800.00
48" RCP	LF	46	$ 110.00	$ 5,060.00
Catch Basin (W=7') w/ Local Depression	Each	4	$ 2,200.00	$ 8,800.00
Catch Basin (W=10') w/ Local Depression	Each	4	$ 2,200.00	$ 8,800.00
Catch Basin (W=14') w/ Local Depression	Each	3	$ 7,800.00	$ 23,400.00
Catch Basin (W=21') w/ Local Depression	Each	3	$ 13,500.00	$ 40,500.00
Catch Basin (W=24') w/ Local Depression	Each	2	$ 13,500.00	$ 27,000.00
Catch Basin (W=28') w/ Local Depression	Each	8	$ 15,000.00	$ 120,000.00
Manhole No. 1	Each	9	$ 4,000.00	$ 36,000.00
Manhole No. 2	Each	4	$ 5,000.00	$ 20,000.00
Riser Inlet	Each	2	$ 2,500.00	$ 5,000.00
Concrete Flared End Section	Each	6	$ 2,500.00	$ 15,000.00
Remove Bulkhead and Join Pipe	Each	1	$ 500.00	$ 500.00
Culvert Warped Wingwall Headwall	Each	1	$ 5,000.00	$ 5,000.00
Wingwall Headwall	Each	1	$ 3,000.00	$ 3,000.00
Sloped Protection Barrier	Each	1	$ 1,500.00	$ 1,500.00
Concrete Collar	Each	2	$ 1,500.00	$ 3,000.00
Rock Rip Rap	CY	242	$ 40.00	$ 9,680.00
Remove CMP Riser and Join Pipe	Each	1	$ 1,500.00	$ 1,500.00
CIP Reinforced Conc. Single Box Culvert	LF	14	$ 400.00	$ 5,600.00
TOTAL				**$ 582,280.00**
15% Contingency				**$ 87,342.00**
GRAND TOTAL				**$ 669,622.00**
			Faithful Performance (100%)	$ 669,622.00
			Labor & Material (100%)	$ 669,622.00

Bond Number: CMS0339971
Premium: $2,608.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell Phase 1B Open Space Drainage Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell Phase 1B Open Space Drainage Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Fifty Two Thousand Fifty Nine and 20/100 Dollars ($652,059.20), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diana Karpowitz (Seal)

TGJ1 DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021 TGJ1

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

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  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

Bond Number: CMS0339971
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell Phase 1B Open Space Drainage Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell Phase 1B Open Space Drainage Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Six Hundred Fifty Two* Dollars ($652,059.20), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Fifty Nine and 20/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

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State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~) and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
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- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jeffrey D. Fick — Corporate Secretary

APPROVED BY
CITY OF BANNING
AUG 1 1 2020
PUBLIC WORKS DEPT

Prepared By:	PACE: Advanced Water Engineering
Date Prepared:	8/11/2020
Approved By:	
Date Approved:	
Tract No.:	37390 Phase 1B Open Space Drainage Improvements

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WEST BRANCH CREEK				
Meandering Creek (low velocity, 8'- 12' width)	LF	1,600	$ 75.00	$ 120,000.00
River Rock 6" layer (3"- 6 " dia. crushed aggregate)	TON	20	$ 30.00	$ 600.00
Large Rocks (2'- 5' dia. boulders)	TON	30	$ 100.00	$ 3,000.00
Installation Labor (placement of gravel, rocks, etc)	SF	1,200	$ 3.00	$ 3,600.00
DROP STRUCTURES				
Concrete (CIP for 8 drops)	CY	120	$ 300.00	$ 36,000.00
River Rock 6" layer (3"- 6" dia. crushed aggregate for 8 drops)	TON	30	$ 30.00	$ 900.00
Large Rocks (2'- 5' dia boulders for 8 drops)	TON	200	$ 100.00	$ 20,000.00
Installation Labor (placement of gravel, rocks, etc. for 8 drops)	SF	2,000	$ 6.00	$ 12,000.00
BASIN NO. 18				
Excavation	CY	6,200	$ 6.00	$ 37,200.00
Gravel Trench (6' width, 100' length, 6" thick)	TON	20	$ 40.00	$ 800.00
Coarse Aggregate (4' width, 100' length, 2' thick)	TON	40	$ 20.00	$ 800.00
Filter Fabric	SY	150	$ 0.50	$ 75.00
6" HDPE Low Flow Perforated Pipe (w/ sock)	LF	50	$ 45.00	$ 2,250.00
Outlet Riser Structure (48" dia CMP, trash grate, pad, etc.)	Each	1	$ 1,200.00	$ 1,200.00
36" HDPE Outlet Pipe	LF	60	$ 150.00	$ 9,000.00
Apron River Rock 38" layer (3"- 6 " dia. crushed aggregate)	TON	20	$ 20.00	$ 400.00
Apron Large Rocks (2' to 5' dia. boulders)	TON	70	$ 100.00	$ 7,000.00
Installation Labor (placement of gravel, rocks, fabric, etc)	SF	1,200	$ 3.00	$ 3,600.00
BASIN NO. 6				
Excavation	CY	3,650	$ 6.00	$ 21,900.00
Gravel Trench (6' width, 252' length, 6" thick)	TON	45	$ 40.00	$ 1,800.00
Coarse Aggregate (4' width, 252' length, 2' thick)	TON	100	$ 20.00	$ 2,000.00
Filter Fabric	SY	350	$ 0.50	$ 175.00
6" HDPE Low Flow Perforated Pipe (w/ sock)	LF	115	$ 45.00	$ 5,175.00
Outlet Riser Structure (36" dia CMP, trash grate, pad, etc.)	Each	1	$ 1,000.00	$ 1,000.00
18" HDPE Outlet Pipe	LF	32	$ 40.00	$ 1,280.00
Apron River Rock 30" layer (3"- 6 " dia. crushed aggregate)	TON	2	$ 30.00	$ 60.00

Apron Large Rocks (2' to 5' dia boulders)	TON	4	$ 100.00	$ 400.00
Overflow Spillway (erosion mat)	SY	140	$ 1.00	$ 140.00
Installation Labor (placement of gravel, rocks, fabric, etc)	SF	3,000	$ 3.00	$ 9,000.00
BASIN NO. 11				
Excavation	CY	13,000	$ 6.00	$ 78,000.00
Gravel Trench (6' width, 365' length, 6" thick)	TON	65	$ 40.00	$ 2,600.00
Coarse Aggregate (4' width, 365' length, 2' thick)	TON	145	$ 20.00	$ 2,900.00
Filter Fabric	SY	500	$ 0.50	$ 250.00
6" HDPE Low Flow Perforated Pipe (w/ sock)	LF	200	$ 45.00	$ 9,000.00
Outlet Riser Structure (36" dia CMP, trash grate, pad, etc.)	Each	1	$ 1,000.00	$ 1,000.00
18" HDPE Outlet Pipe	LF	60	$ 40.00	$ 2,400.00
Apron River Rock 30" layer (3"- 6 " dia. crushed aggregate)	TON	2	$ 20.00	$ 40.00
Apron Large Rocks (2' to 5' dia boulders)	TON	3	$ 6.00	$ 18.00
Overflow Spillway (erosion mat)	SY	140	$ 1.00	$ 140.00
Installation Labor (placement of gravel, rocks, fabric, etc)	SF	4,000	$ 3.00	$ 12,000.00
TEMPORARY OPEN TRAPEZOIDAL CHANNEL				
Excavation (temporary open trap channel)	CY	750	$ 6.00	$ 4,500.00
Concrete Headwall	Each	1	$ 500.00	$ 500.00
Gravel Apron (6' width, 12' length, 2" thick)	TON	2	$ 40.00	$ 80.00
Installation Labor (placement of gravel, rocks, etc)	SF	75	$ 3.00	$ 225.00
REVETMENT				
Erosion Control Blanket (coconut fiber mat)	SY	8,000	$ 1.50	$ 12,000.00
Installation Labor (stakes and anchoring)	SF	70,000	$ 2.00	$ 140,000.00
			TOTAL	**$ 567,008.00**
			15% Contingency	**$ 85,051.20**
			GRAND TOTAL	**$ 652,059.20**
			Faithful Performance (100%)	$ 652,059.20
			Labor & Material (100%)	$ 652,059.20

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-1, 37390-2 & 37390 - ATWELL

STORM DRAIN IMPROVEMENT PLAN

GENERAL NOTES

1. WHERE NOTED THE CONTRACTOR SHALL CONSTRUCT THE STORM DRAIN IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S M.O.U. STANDARD SPECIFICATIONS DATED JUNE 24, 2008, AND RCFC&WCD STANDARD MANUAL. FOR THE LATEST DRAWINGS OF THE STANDARD MANUAL, PLEASE REFER TO THE "PUBLICATIONS AND RECORDS" PAGE FOUND ON THE DISTRICT'S WEBSITE.
2. CONTACT THE ENCROACHMENT PERMIT ENGINEER AT 951.922.3130 IF AN ENCROACHMENT PERMIT IS REQUIRED FROM CITY OF BANNING. AFTER THE PERMIT IS ISSUED THE CITY OF BANNING MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
3. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
4. STATIONING FOR LATERALS AND CONNECTOR PIPES REFER TO THE CENTERLINE INTERSECTION STATIONS.
5. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1.800.227.2600.
6. ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NAVD 88).
7. ALL COORDINATES ARE SHOWN IN FEET AND DECIMALS THEREOF BASED ON THE NORTH AMERICAN DATUM (NAD 83), CALIFORNIA COORDINATE SYSTEM (CCS), ZONE 6 AND EPOCH (1995.5).
8. ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6" OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. "V" IS THE DEPTH OF CATCH BASINS MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
12. CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.
14. STANDARD DRAWINGS CALLED FOR ON THE PLAN AND PROFILE SHALL CONFORM TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS UNLESS NOTED OTHERWISE.
15. THE CONTRACTOR IS REQUIRED TO CALL ALL UTILITY AGENCIES REGARDING TEMPORARY SHORING AND SUPPORT REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
16. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL SHOULD BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
17. APPROVAL OF THESE PLANS BY THE CITY OF BANNING DOES NOT RELIEVE THE DEVELOPER'S ENGINEER OF RESPONSIBILITY FOR THE ENGINEERING DESIGN. IF FIELD CHANGES ARE REQUIRED, IT WILL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO MAKE THE NECESSARY CORRECTIONS.
18. THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATORY PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.

18. THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATORY PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
19. THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2 INCHES OVER THE REINFORCING AND INCREASED TO A MINIMUM OF 3-1/2 INCHES OVER THE REINFORCING FOR BOX CULVERT, WHEN DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE F'C=5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND F'C=6,000 PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.
20. CONSTRUCTION JOINT PER CALTRANS STANDARD REINFORCED CONCRETE BOX SHALL BE PLACED ACCORDING TO RCFC&WCD STANDARD DRAWING NO. BX401.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020

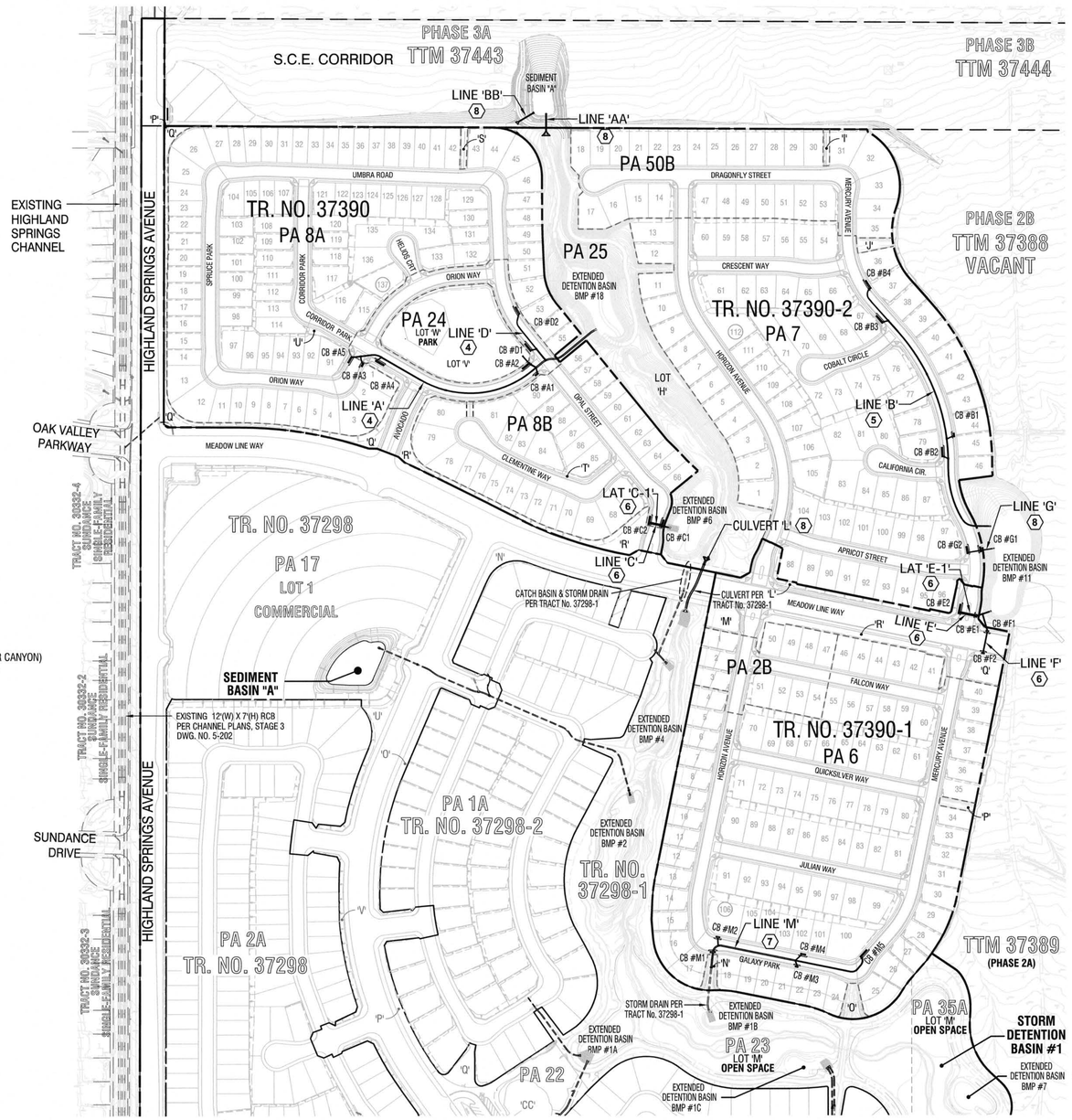
BENCH MARK

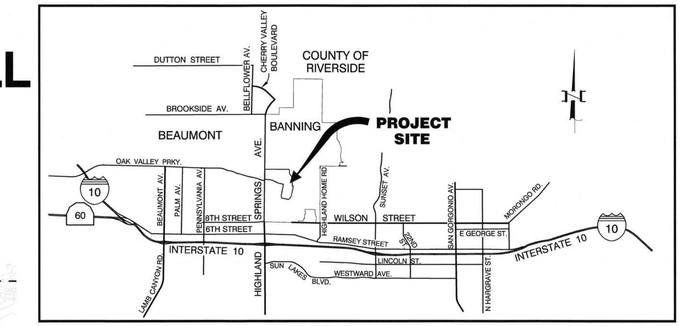
ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.





VICINITY MAP

NOT TO SCALE

ABBREVIATIONS:

TB	TRACT BOUNDARY	PCC	POINT OF COMPOUND CURVE	EC	END OF CURVE
R/W	RIGHT-OF-WAY	PRC	POINT OF REVERSE CURVE	P.U.E.	PUBLIC UTILITY EASEMENT
TC	TOP OF CURB	ST.	STREET	C.B.	CATCH BASIN
FS	FINISH SURFACE	℄	CENTERLINE	PROP.	PROPOSED
R	RADIUS	INT.	INTERSECTION	G.I.	GRATE INLET
Δ	DELTA	NO.	NUMBER	TRW	TOP OF RETAINING WALL
L	LENGTH	SHT.	SHEET	TA	TOP OF APRON
EX.	EXISTING	O.C.	ON CENTER	W.T.	WATER TIGHT PIPE JOINT OR CONNECTION
GB	GRADE BREAK	N'LY	NORTHERLY	RCP	REINFORCED CONCRETE PIPE
FL	FLOW LINE	E'LY	EASTERLY	M.H.	MANHOLE
600.00	PROPOSED ELEVATION	S'LY	SOUTHERLY	J.S.	JUNCTION STRUCTURE
(600.00)	EXISTING ELEVATION	W'LY	WESTERLY	HGL	HYDRAULIC GRADE LINE
INV.	INVERT	CFS	CUBIC FEET PER SECOND	M.O.S.	MIDDLE OF STRUCTURE
TG	TOP OF GRATE	V	VELOCITY	NEG.	NEGLIGIBLE
BC	BEGINNING OF CURVE	Q100	100 YEAR STORM	BOT.	BOTTOM

LEGEND:

TRACT BOUNDARY		8" W	PROPOSED WATER MAIN
R/W R/W	RIGHT-OF-WAY	EX. 24" SD	EXISTING STORM DRAIN
℄	STREET CENTERLINE	EX. 8" S	EXISTING SANITARY SEWER
	PROPOSED CURB & GUTTER	EX. 16" W	EXISTING DOMESTIC WATER MAIN
	EXISTING CURB & GUTTER	EX. 16" RCW	EXISTING RECYCLED WATER MAIN
	FLOW LINE	EX. ELEC./CATV	EXISTING ELECTRIC/CABLE TV
	PROPOSED STORM DRAIN	EX. TELE.	EXISTING TELEPHONE LINE
8" SS	PROPOSED SANITARY SEWER	EX. 8"G	EXISTING GAS LINE
16" RCW	PROPOSED RECYCLED WATER MAIN		SEWER SERVICE
6	CONSTRUCTION NOTE	6	SHEET INDEX NUMBER
	PUBLIC UTILITY EASEMENT	106	HIGHEST RESIDENTIAL LOT NO.
	PROPOSED SIDEWALK		STREET LIGHT
	ROCK RIP RAP		FIRE HYDRANT
			WATER SERVICE

INDEX

	SHEET NO.
TITLE SHEET, INDEX MAP	1
CONSTRUCTION NOTES & QUANTITIES ESTIMATES AND DETAILS	2
LOCAL DEPRESSION DETAILS	3
PLAN & PROFILE STORM DRAIN LINE 'A' & 'D'	4
PLAN & PROFILE STORM DRAIN LINE 'B'	5
PLAN & PROFILE STORM DRAIN LINE 'C' , 'E' ,'F', LAT 'C-1' & 'E-1'	6
PLAN & PROFILE STORM DRAIN LINE 'M' , LATERAL 'M2', 'M3' AND 'M4'	7
PLAN & PROFILE STORM DRAIN LINE 'G', 'AA' , 'BB' AND CULVERT 'L'	8
PROFILE LATERALS	9

(1"=200')

OWNER/ APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
6/4/2020

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/8/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE

APPROVED BY:
ARTURO VELA, RCE # 75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/9/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
TITLE SHEET & SHEET INDEX

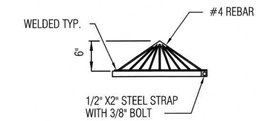
W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

MDS Proj. Data: I:\89406\ENGINEERING\Plans\StDrain
Created: 06.08.2020 01:17:12 PM Author: ---
Last Edit: 06.08.2020 01:17:12 PM By: Station166
MDS File: 89406-SD SHT-01(Title).dwg
Plot Scale: 0.388863 Dwg Scale: ---
Plot Date: 06.08.2020 1:17:38 PM By: Station166

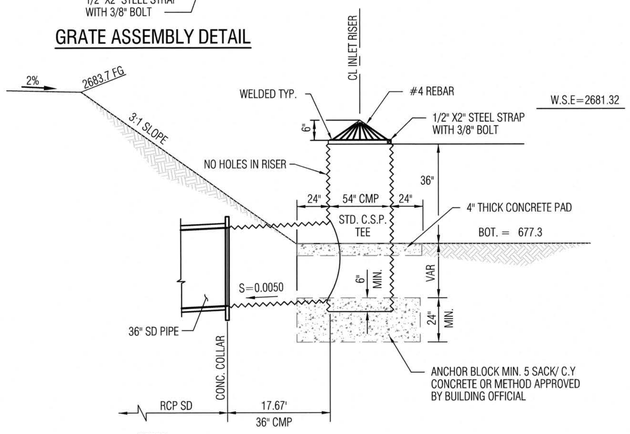
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

CONSTRUCTION NOTES & ESTIMATED QUANTITIES:

#	STORM DRAIN IMPROVEMENTS	UNIT	TOTAL
(1)	CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)	LF	624
(2)	CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	152
(3)	CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	1,594
(4)	CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	35
(5)	CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	518
(6)	CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	46
(7)	CONSTRUCT CAST-IN-PLACE REINFORCED CONCRETE SINGLE BOX CULVER PER CALTRAN STD PLAN D81	LF	14
(8)	CONSTRUCT INTERIM 36" CMP STORM DRAIN	LF	17
(10)	CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100	EA.	24
	W=7'	EA.	4
	W=10'	EA.	4
	W=14'	EA.	3
	W=21'	EA.	3
	W=24'	EA.	2
	W=28'	EA.	8
(11)	CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.	EA.	24
(12)	CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251	EA.	9
(13)	CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252	EA.	4
(14)	CONSTRUCT 14"X23" ELLIPTICAL RCP	LF	66
(16)	CONSTRUCT PIPE HEADWALLS, ENDWALLS AND WARPED WINGWALLS PER CALTRANS STD PLAN D86B	EA.	1
(17)	INSTALL TRASH RACK (INCLINED) PER APWA STD DWG NO. 361	EA.	1
(18)	CONSTRUCT INLET TYPE X PER RCFC & WCD STD DWG NO. CB108	EA.	1
(19)	CONSTRUCT INTERIM INLET RISER SEE DETAIL HEREON	EA.	1
(20)	CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B	EA.	6
(21)	REMOVE EXISTING TIMBER BULKHEAD AND JOIN EXISTING RCB	EA.	1
(22)	CONSTRUCT BOX CULVERT WARPED WINGWALLS PER CALTRANS STD PLAN D86A	EA.	1
(23)	CONSTRUCT HEADWALL WING-TYPE PER SAN BERNARDINO COUNTY ROAD DEPARTMENT STD PLAN NO. 209	EA.	1
(24)	CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803	EA.	2
(25)	INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2	SF	5,768
(26)	REMOVE EXISTING CMP STORM DRAIN AND RISER AND JOIN EXISTING STORM DRAIN	LS	1



GRATE ASSEMBLY DETAIL



NOTES:
1. C.M.P RISER AND GRATE SHALL BE GALVANIZED

(19) INLET RISER @ INTERIM SEDIMENT BASIN "A"
NTS

NOTE:
RISER AND OUTLET PIPE FOR SEDIMENT BASIN "A" WILL CONVEY 100-YR PEAK FLOW AND WILL BE USED AS SECONDARY OVERFLOW. FOR SECONDARY OVERFLOW, PEAK FLOW WILL BE 2 X 100-YR PEAK FLOW.

CAST-IN-PLACE CONCRETE PIPE REQUIREMENTS

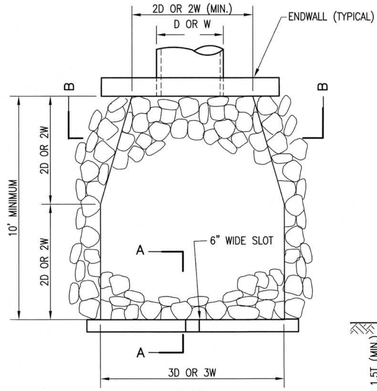
(OPTION, IN-LIEU OF RCP)

1. CIPP SHALL ONLY BE USED WHERE SHOWN ON THE DRAWINGS AND APPROVED BY THE AGENCY RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT.
2. A GEOTECHNICAL INVESTIGATION REPORT SHALL BE PREPARED AND TRANSMITTED TO THE APPROVING AGENCY AT THE TIME THE DRAWINGS ARE INITIALLY SUBMITTED FOR REVIEW. THE REPORT SHALL BE PREPARED BY A LICENSED CIVIL OR GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA, AND SHALL ADDRESS, BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING ISSUES:
   a. TRENCH WALL STABILITY
      A TRENCH STABILITY ANALYSIS SHALL BE PREPARED. SLOUGHING AND OVERALL TRENCH STABILITY AS IT PERTAINS TO THE CONSTRUCTION OF CIPP SHALL BE ADDRESSED.
   b. EXISTENCE OF GROUNDWATER
      IF GROUNDWATER IS PRESENT, THE REPORT SHALL SPECIFY APPROPRIATE MITIGATION MEASURES.
   c. EXISTENCE OF EXPANSIVE SOILS
      CIPP SHALL NOT BE USED IF EXPANSIVE SOILS ARE PRESENT.
   d. CORROSION POTENTIAL
      A CHEMICAL ANALYSIS OF THE SOIL SAMPLES SHALL BE MADE TO DETERMINE SULFATE CONCENTRATIONS. A RECOMMENDATION WITH RESPECT TO CEMENT "TYPE" SHALL BE MADE.
   e. OVERALL FEASIBILITY OF CONSTRUCTING CIPP
3. FOR STRUCTURAL DESIGN PURPOSES, THE PIPE SHALL BE DESIGNED FLOWING NO MORE THAN JUST FULL UNLESS STRUCTURAL CALCULATIONS ARE SUBMITTED SHOWING THAT THE PIPE CAN SAFELY SUSTAIN THE PROPOSED HYDROSTATIC HEAD.
4. DESIGN FLOW VELOCITIES GREATER THAN 20 ft./sec. WILL NOT BE ALLOWED UNLESS AN EXCEPTION IS GRANTED BY THE ENGINEER.
5. A MINIMUM 6 SACK PER CUBIC YARD DESIGN MIX SHALL BE USED AND THE COMPRESSIVE STRENGTH OF THE CONCRETE (fc) AT 28 DAYS SHALL BE AT LEAST 4000 PSI; THE MODULES OF RUPTURE SHALL BE AT LEAST 550 psi. FOR VELOCITIES GREATER THAN 10 ft./sec. BUT NOT GREATER THAN 20 ft./sec. THE COMPRESSIVE STRENGTH SHALL BE 5000 PSI. COMPRESSIVE STRENGTHS SHALL BE NOTED ON THE DRAWINGS.
6. PIPE WALL THICKNESS FOR FLOWS HAVING VELOCITIES EQUAL TO OR LESS THAN 10 ft./sec. SHALL COMPLY WITH THE REQUIREMENTS AS SET FORTH IN THE STANDARD SPECIFICATIONS. FOR VELOCITIES GREATER THAN 10 ft./sec. BUT NOT MORE THAN 20 ft./sec. A 140 DEGREE SEGMENT OF INVERT SHALL BE THICKENED 2 INCHES IN WALL THICKNESS AS "SACRIFICIAL CONCRETE". INCREASES IN STANDARD WALL THICKNESS SHALL BE NOTED ON THE DRAWINGS.
7. THE MINIMUM FINISHED COVER OVER THE PIPE SHALL BE 2 FEET.
8. THE MINIMUM PIPE SLOPE SHALL BE 0.003
9. CIPP, WHICH IS TO BE MAINTAINED BY THE CITY OF BANNING, SHALL NOT BE PLACED EXCEPT IN THE PRESENCE OF THE ENGINEER.
10. WHEN CIPP IS SPECIFIED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPE, A NOTE SHALL BE ADDED TO THE CONSTRUCTION DRAWINGS STATING THAT TRANSITION STRUCTURE NO. 3 SHALL REPLACE JUNCTION STRUCTURE NO. 2 WHEN CIPP IS USED. NO CHANGES NEED BE MADE FOR JUNCTION STRUCTURE NO. 4.
11. CIPP SHALL NOT HAVE CURVE RADII LESS THAN SHOWN HERE.

PIPE SIZE	RADIUS*
30 IN.	45 ft.
36 IN.	45 ft.
42 IN.	45 ft.
48 IN.	60 ft.
54 IN.	60 ft.
60 IN.	60 ft.
66 IN.	60 ft.
72 IN.	60 ft.
78 IN.	90 ft.
84 IN.	120 ft.
96 IN.	150 ft.
120 IN.	160 ft.

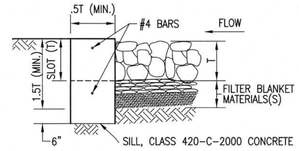
* THESE VALUES MAY BE REDUCED BY 25% FOR CURVES WITH INCLUDED ANGLES OF LESS THAN 25 DEGREES.

NOTE:
CIPP SPECIFIED HEREON AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPE

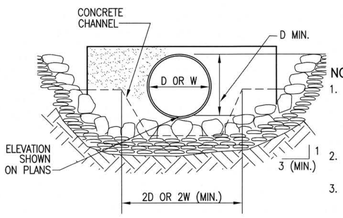


PLAN

D = PIPE DIAMETER ø
W = BOTTOM WIDTH OF CHANNEL



SECTION A-A



SECTION B-B

NOTES
1. PLANS SHALL SPECIFY:
   (A) ROCK CLASS AND RIP-RAP THICKNESS (T). T SHALL BE AT LEAST 1.5 TIMES THE NOMINAL EQUIVALENT DIAMETER OF STONE (d_{50}) OF THE SPECIFIED RIP-RAP.
   (B) FILTER BLANKET MATERIAL, NUMBER OF LAYERS AND THICKNESS.
2. RIP-RAP SHALL BE EITHER QUARRY STONE OR BROKEN CONCRETE (IF SHOWN ON PLANS). COBBLES ARE NOT ACCEPTABLE.
3. RIP-RAP SHALL BE PLACED OVER FILTER BLANKET MATERIAL, WHICH MAY BE EITHER GRANULAR MATERIAL OR NON-WOVEN GEOTEXTILE FILTER FABRIC; MATERIAL AT WEIGHT SPECIFIED IN PLANS OR SPECIFICATIONS.
4. SEE TABLE 200-1.7 IN THE SAN DIEGO REGIONAL SUPPLEMENT TO GREENBOOK FOR SELECTION OF FILTER BLANKET.
5. RIP-RAP ENERGY DISSIPATERS SHALL BE DESIGNATED AS EITHER TYPE 1 OR TYPE 2. TYPE 1 SHALL BE WITH CONCRETE SILL; TYPE 2 SHALL BE WITHOUT SILL.

(25) ROCK RIP-RAP DETAIL
(SIZE PER PLAN)
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/24/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 6/29/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
CONSTRUCTION NOTES, QUANTITIES ESTIMATES AND DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

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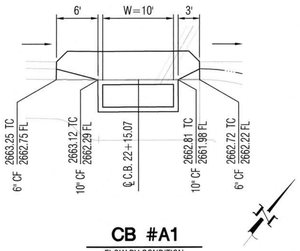

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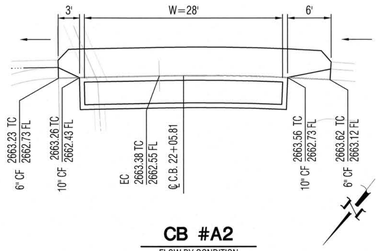

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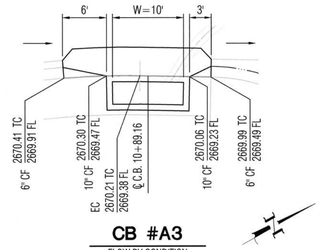

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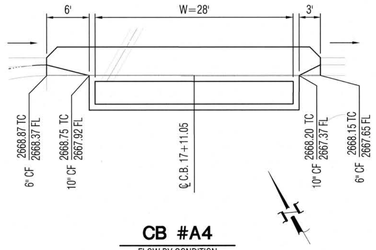

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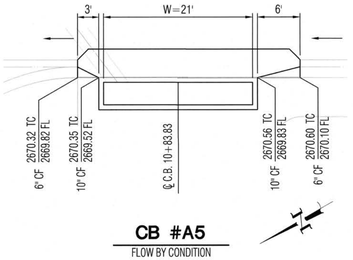

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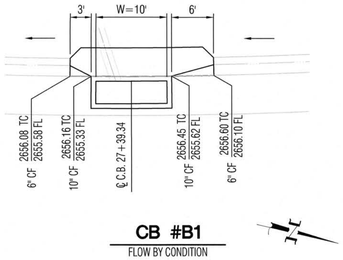

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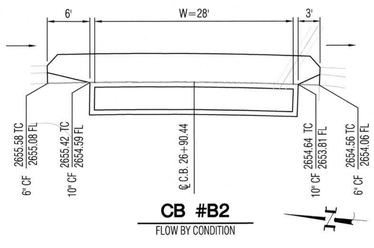

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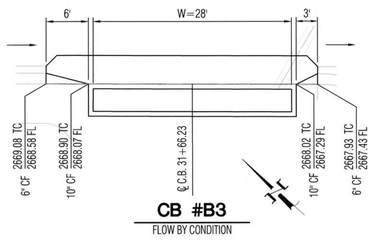

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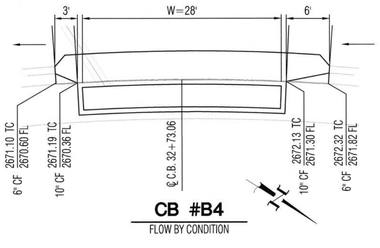

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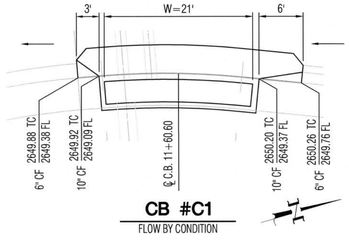

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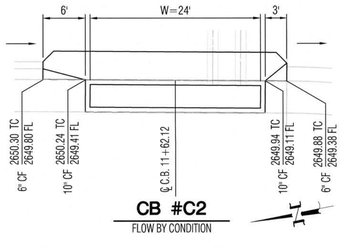

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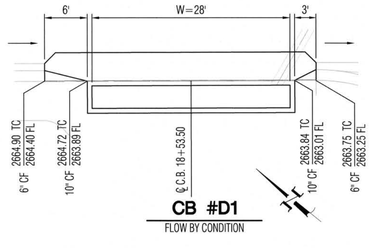

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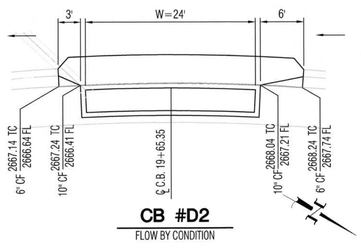

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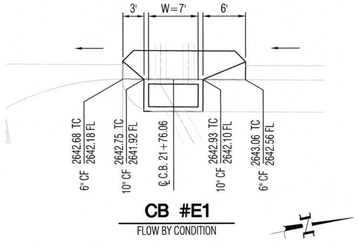

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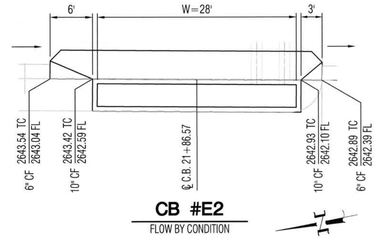

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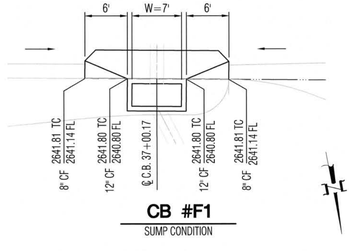

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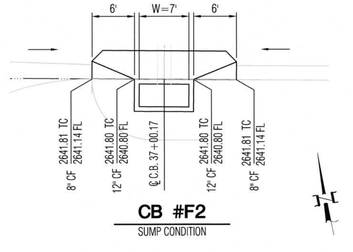

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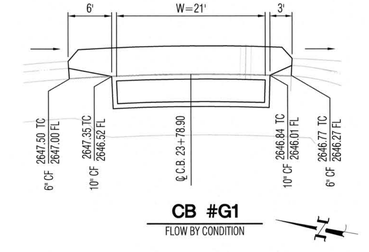

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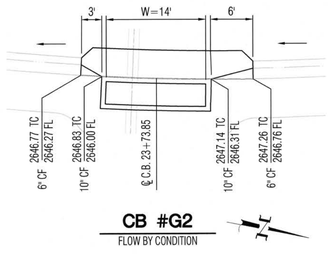

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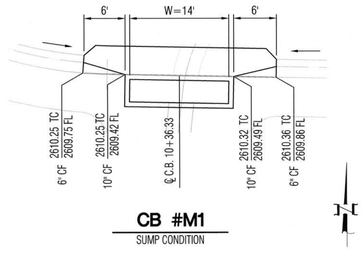

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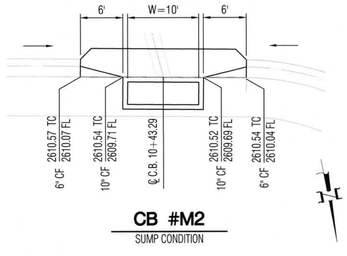

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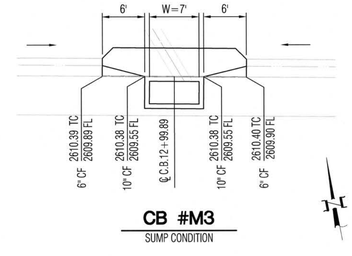

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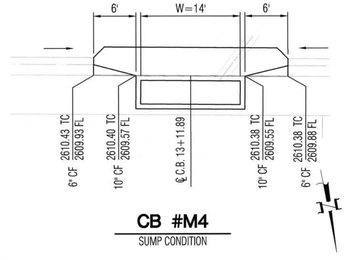

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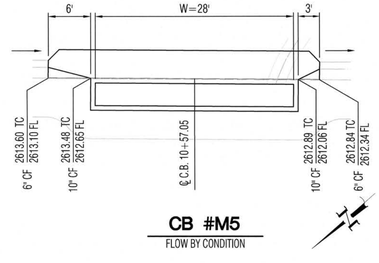

CB #M5
FLOW BY CONDITION

LOCAL DEPRESSION DETAILS

SCALE: 1"=10'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/3/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/13/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
LOCAL DEPRESSION DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

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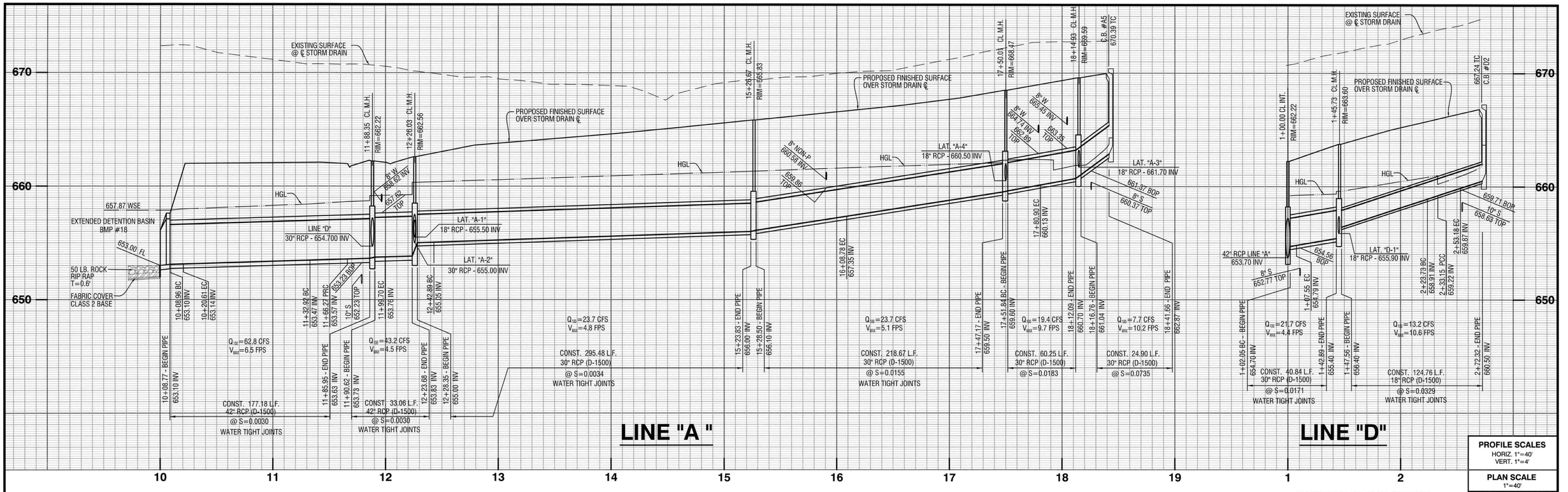

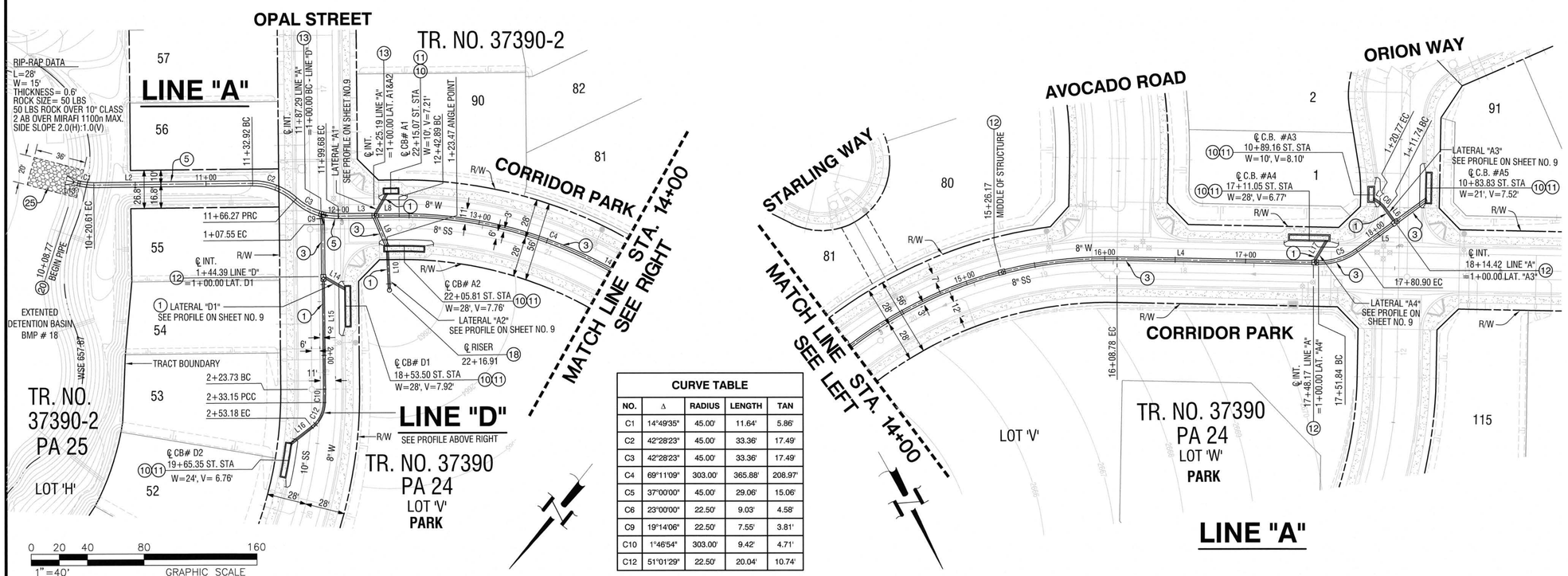

CURVE TABLE				
NO.	Δ	RADIUS	LENGTH	TAN
C1	14°49'35"	45.00'	11.64'	5.86'
C2	42°28'23"	45.00'	33.36'	17.49'
C3	42°28'23"	45.00'	33.36'	17.49'
C4	69°11'09"	303.00'	365.88'	208.97'
C5	37°00'00"	45.00'	29.06'	15.06'
C6	23°00'00"	22.50'	9.03'	4.58'
C9	19°14'06"	22.50'	7.55'	3.81'
C10	1°46'54"	303.00'	9.42'	4.71'
C12	51°01'29"	22.50'	20.04'	10.74'

COURSE DATA		
NO.	BEARING	LENGTH
L2	N 50°50'22" E	112.31'
L3	N 50°50'22" E	43.26'
L4	N 59°58'29" W	143.06'
L5	N 83°01'31" E	60.76'
L6	N 6°58'29" W	11.74'
L7	N 29°58'29" W	2.27'
L8	N 9°09'38" W	18.09'
L9	N 61°45'33" W	23.47'
L10	N 41°29'05" W	31.00'
L13	S 65°58'58" W	0.19'
L14	N 80°50'22" E	18.09'
L15	N 39°09'38" W	116.17'
L16	S 13°38'45" W	19.14'
L17	S 60°01'31" W	18.28'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
5. CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
18. CONSTRUCT INLET TYPE X PER RCFC & WCD STD DWG NO. CB108
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/22/20
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/1/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
STORM DRAIN LINE "A" AND "D"

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

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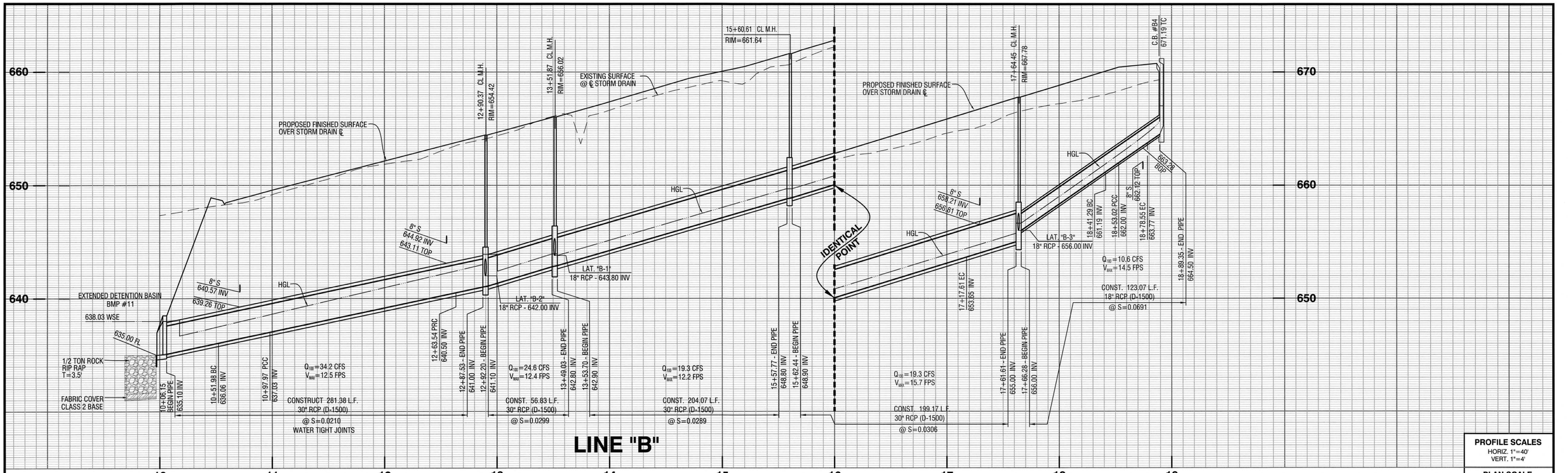
Plot Date: 06.08.2020 3:05:09 PM By: Station166

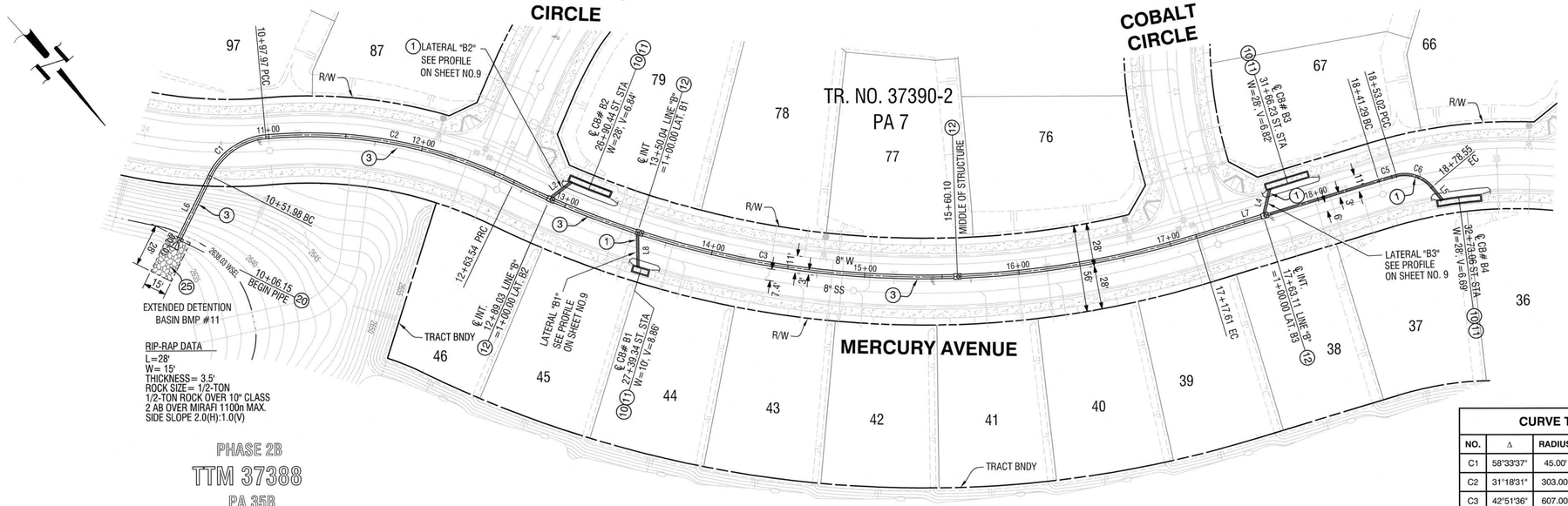
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN



LINE "B"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

CURVE TABLE

NO.	Δ	RADIUS	LENGTH	TAN
C1	58°33'37"	45.00'	45.99'	25.23'
C2	31°18'31"	303.00'	165.57'	84.91'
C3	42°51'36"	607.00'	454.07'	238.25'
C5	2°13'09"	303.00'	11.74'	5.87'
C6	65°00'36"	22.50'	25.53'	14.34'

COURSE DATA

NO.	BEARING	LENGTH
L2	N 62°13'54" W	18.02'
L4	N 78°09'19" E	18.09'
L5	N 25°23'04" E	10.79'
L6	N 88°51'12" W	45.83'
L7	S 41°50'41" E	123.68'
L8	N 64°23'44" E	22.80'

PHASE 2B
TTM 37388
PA 35B

0 20 40 80 160
1" = 40' GRAPHIC SCALE

LINE "B"

Call before you Dig
Avoid cutting underground utility lines; it's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
6/8/2020 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/4/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/7/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
STORM DRAIN LINE "B"

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

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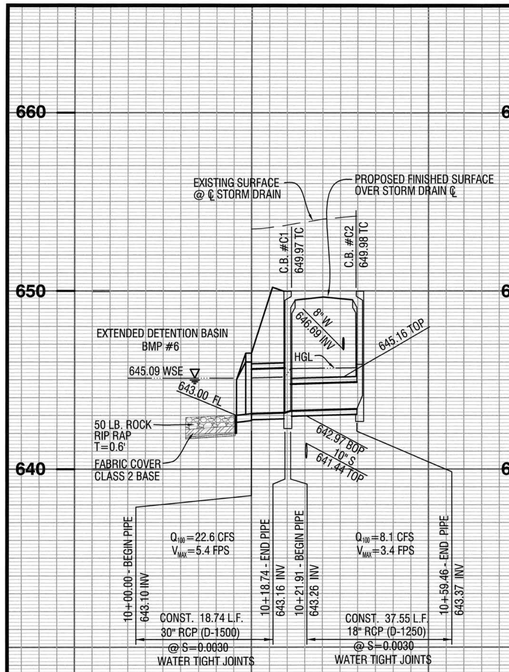
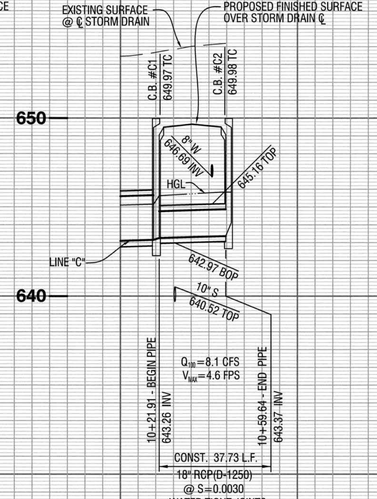
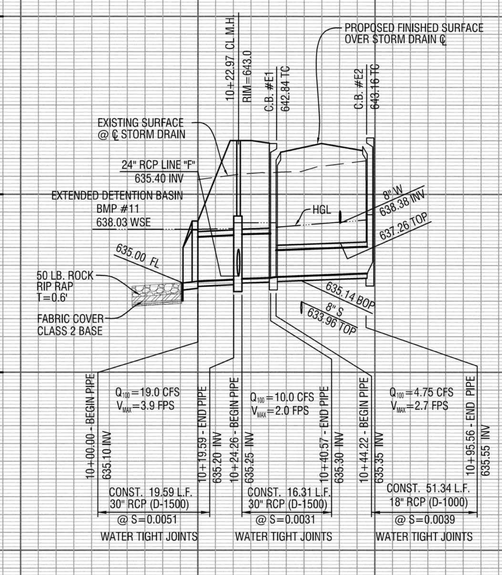
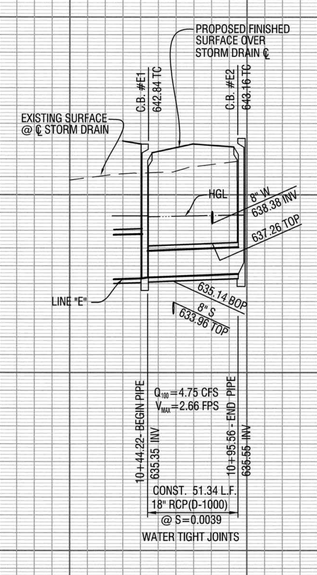
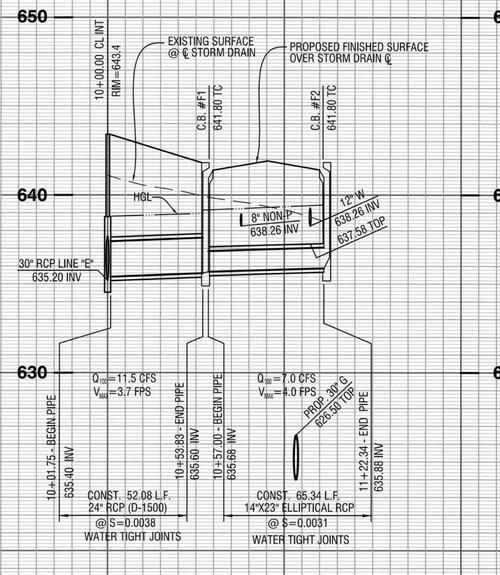
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN







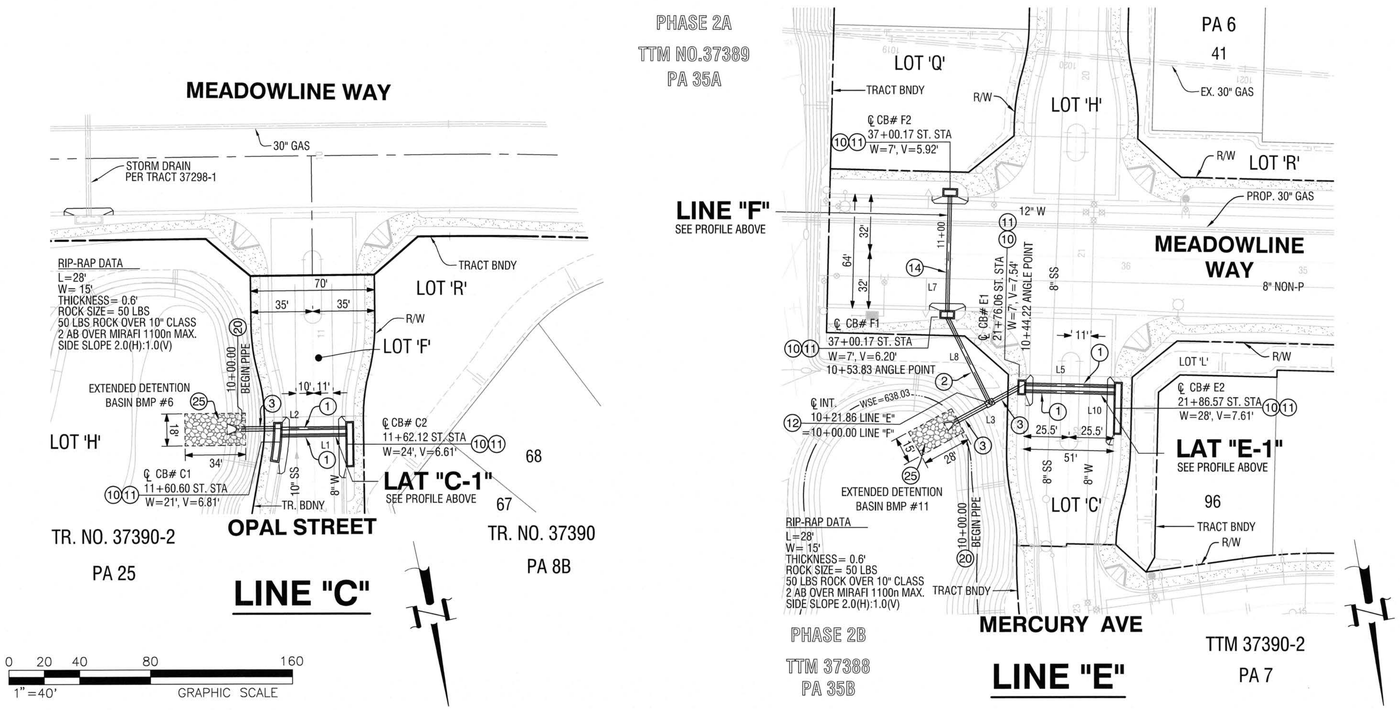




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TR. NO. 37390-1



COURSE DATA		
#	BEARING	DISTANCE
L1	S78° 36' 10"E	37.73'
L2	S78° 36' 00"E	59.46'
L3	S71° 36' 40"W	44.22'
L5	N78° 36' 10"W	51.34'
L7	S11° 23' 50"W	68.51'
L8	S16° 23' 20"E	53.83'
L10	S78° 36' 10"E	51.34'

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
14. CONSTRUCT 14"X23" ELLIPTICAL RCP
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRAN STD PLAN D94B
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
6/5/2020 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/9/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN LINE "C" , "E" , "F" AND LAT "C-1" AND "E-1"

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

MDS Proj. Data: I:\89400\ENGINEERING\Plans\StDrain
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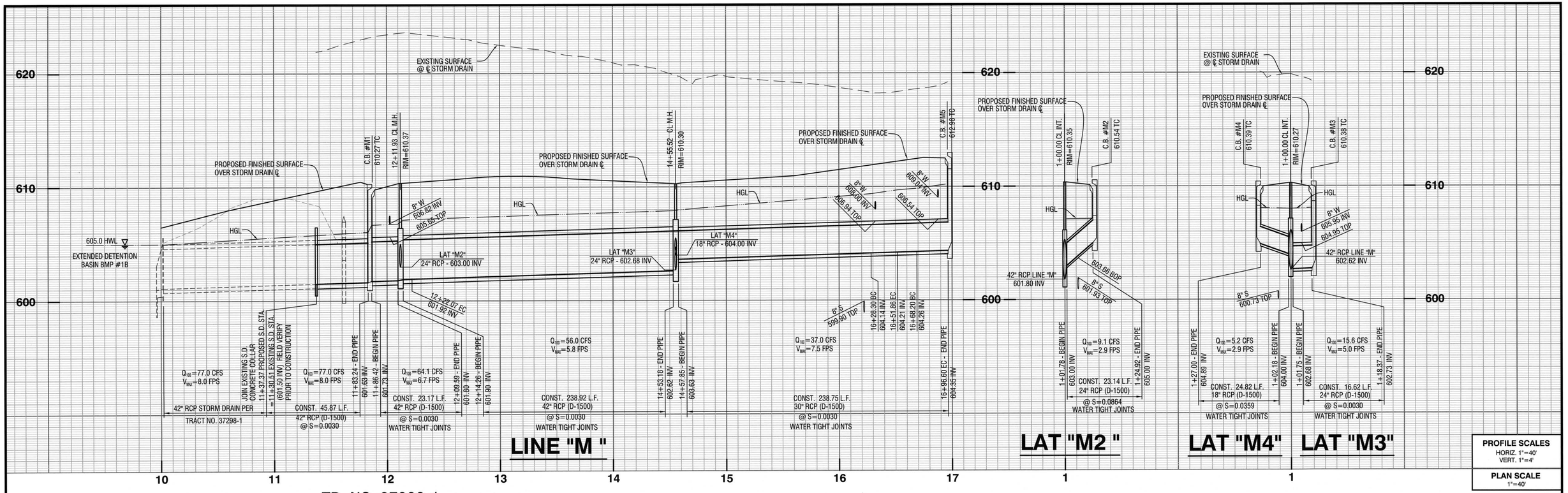
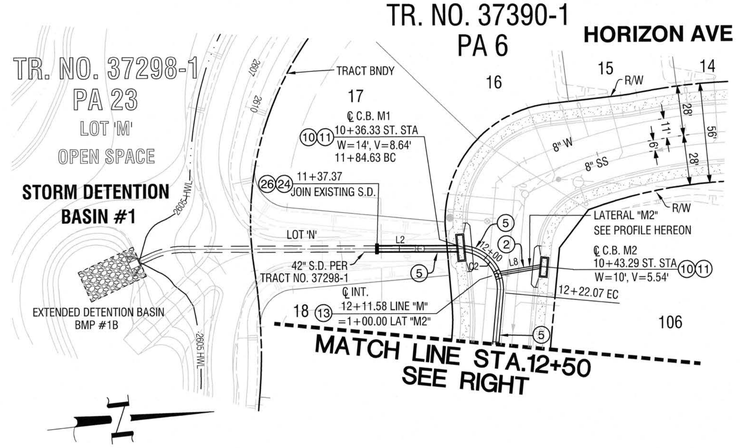
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
5. CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)
6. CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER RCFC&WCD STD. DWG. NO. LD201, SEE DETAILS ON SHEET NO. 3. ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS.
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
24. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803
26. REMOVE EXISTING RISER AND JOIN EXISTING STORM DRAIN

CURVE TABLE

NO.	Δ	RADIUS	LENGTH	TAN
C2	95°20'38"	22.50'	37.44'	24.70'
C3	60°00'00"	22.50'	23.56'	12.99'
C4	72°19'43"	22.50'	28.40'	16.45'

COURSE DATA

NO.	BEARING	LENGTH
L2	N 6°03'15" E	47.26'
L4	S 78°36'07" E	231.11'
L6	S 78°36'07" E	170.45'
L7	N 41°23'53" E	16.34'
L8	N 3°36'07" W	24.92'
L9	S 20°03'01" E	18.37'
L10	N 48°01'07" E	27.00'

LINE "M"

0 20 40 80 160
1" =40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/22/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/7/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390
STORM DRAIN LINE "M"

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

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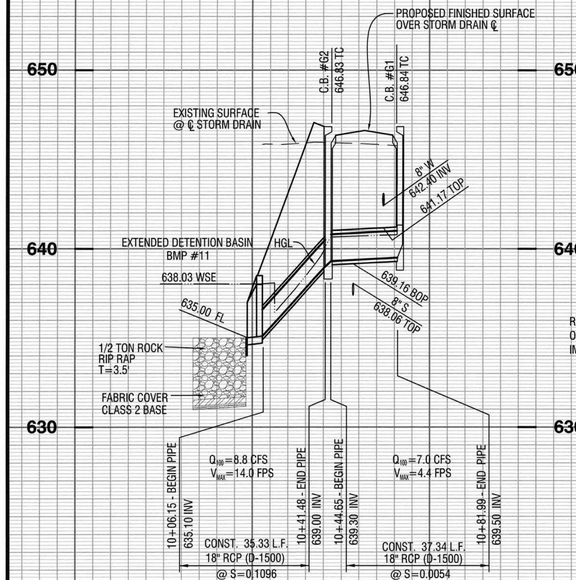
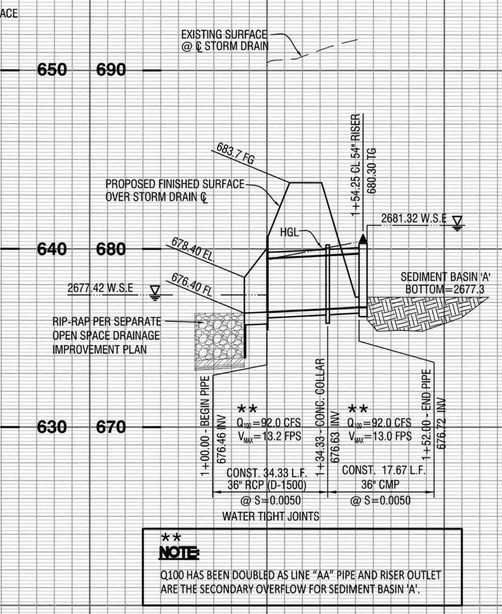
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN

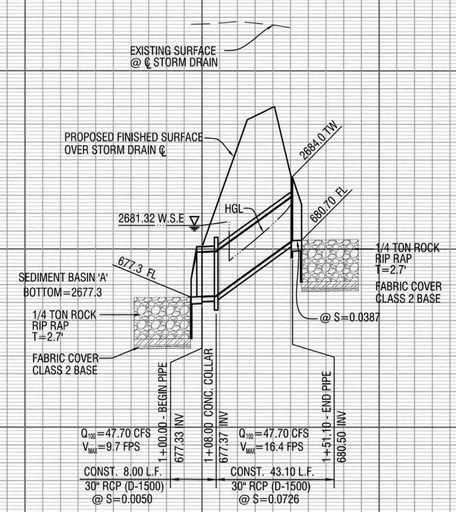


LINE "G"

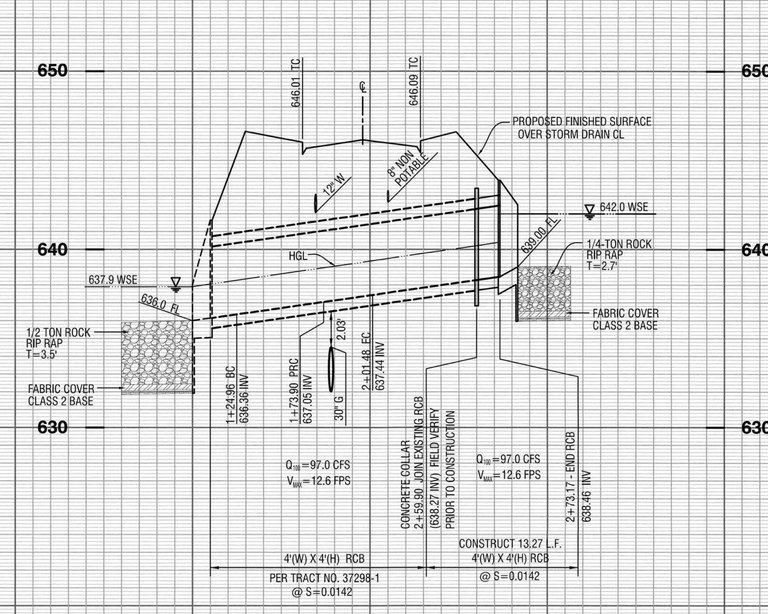


LINE "AA"

NOTE:
Q100 HAS BEEN DOUBLED AS LINE "AA" PIPE AND RISER OUTLET ARE THE SECONDARY OVERFLOW FOR SEDIMENT BASIN 'A'.



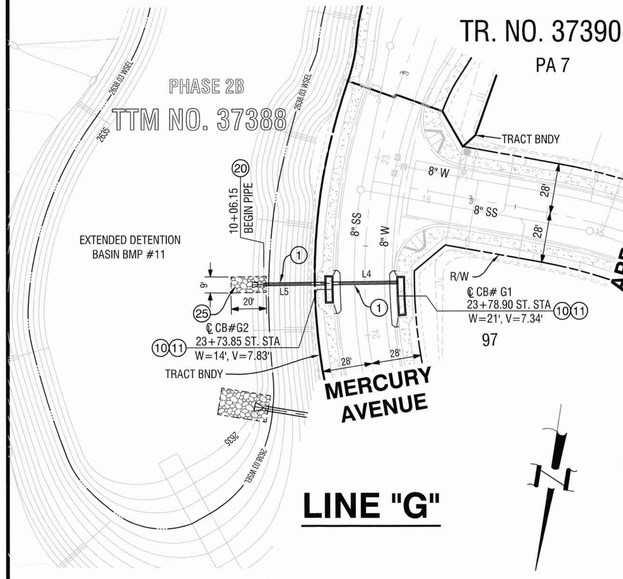
LINE "BB"



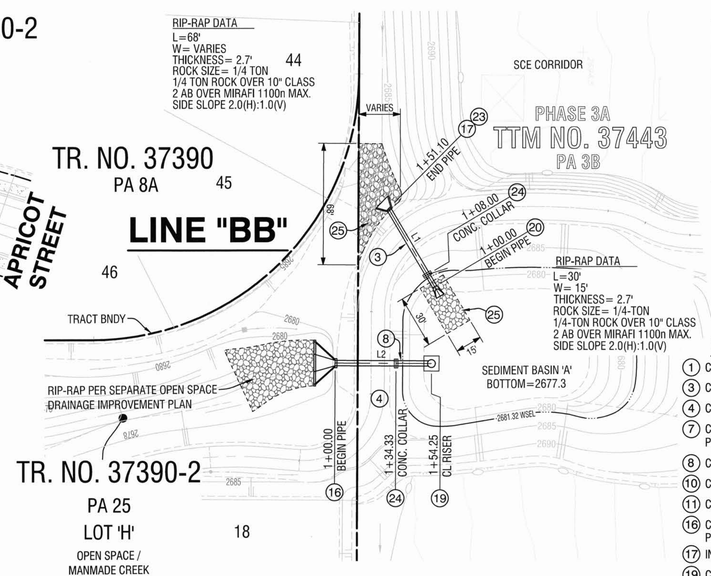
CULVERT "L"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

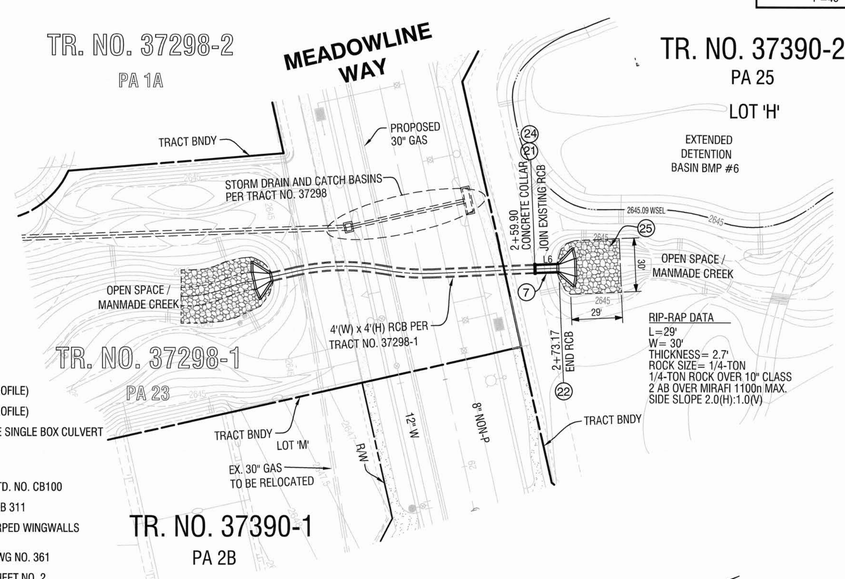


LINE "G"



LINE "AA"

COURSE DATA		
NO.	BEARING	LENGTH
L1	N 59°25'13" E	51.10'
L2	N 0°18'10" E	52.00'
L4	N 81°11'14" E	37.34'
L5	N 81°11'53" E	35.33'
L6	N 21°35'38" E	13.27'



CULVERT "L"

NOTE:
RISER AND OUTLET PIPE FOR SEDIMENT BASIN "A" WILL CONVEY 100-YR PEAK FLOW AND WILL BE USED AS SECONDARY OVERFLOW. FOR SECONDARY OVERFLOW, PEAK FLOW WILL BE 2 X 100-YR PEAK FLOW.

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
3. CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
4. CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
7. CONSTRUCT CAST-IN-PLACE REINFORCED CONCRETE SINGLE BOX CULVERT PER CALTRAN STD. PLAN D81
8. CONSTRUCT INTERIM 36" CMP STORM DRAIN
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC& WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311
16. CONSTRUCT PIPE HEADWALLS, ENDWALLS AND WARPED WINGWALLS PER CALTRANS STD PLAN D86B
17. INSTALL TRASH RACK (INCLINED) PER APWA STD DWG NO. 361
19. CONSTRUCT INTERIM INLET RISER PER DETAIL ON SHEET NO. 2
20. CONSTRUCT CONCRETE FLARED END SECTIONS PER CALTRANS STD PLAN D94B
21. REMOVE EXISTING TIMBER BULKHEAD AND JOIN EXISTING RCB
22. CONSTRUCT BOX CULVERT WARPED WINGWALLS PER CALTRANS STD PLAN D86A
23. CONSTRUCT HEADWALL WING-TYPE PER SAN BERNARDINO COUNTY ROAD DEPARTMENT STD PLAN NO. 209
24. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO.2

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/8/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/29/20
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 2 2
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/1/20

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN LINE "AA", "BB", "G" AND CULVERT "L"

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

MDS Proj. Data: I:\89400\ENGINEERING\Plans\StDrain
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Last Edit: 06.08.2020 11:44:50 AM By: Station166
MDS File: 89406-SD SHT-08.dwg
Plot Scale: 0.386863 Dwg Scale:----
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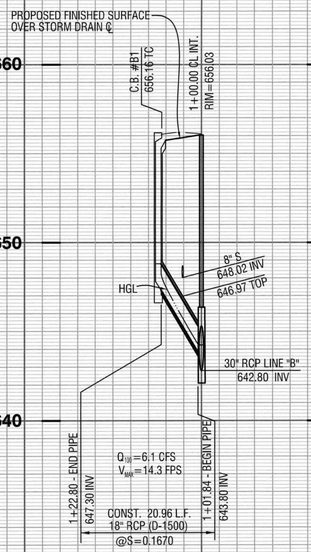
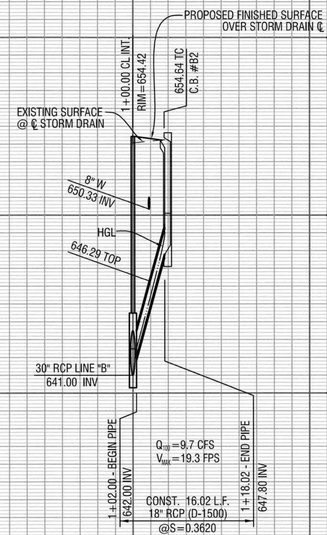
TRACT NO. 37390-1, 37390-2 & 37390 STORM DRAIN IMPROVEMENT PLAN



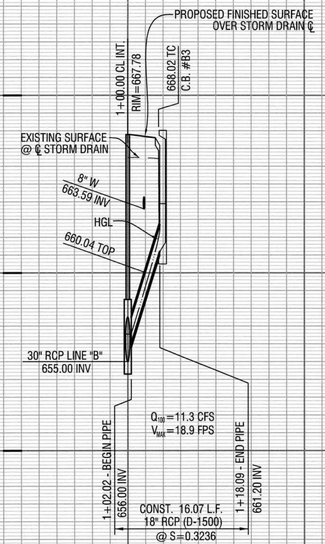
LAT "B1"

SEE SHEET NO. 5 FOR PLAN



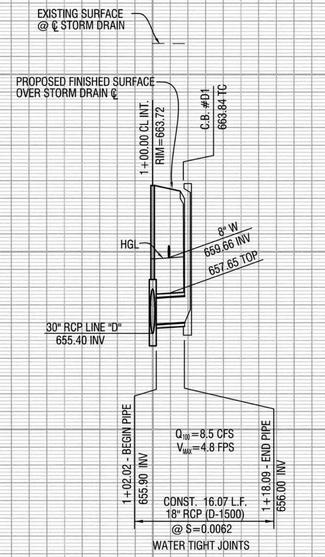
LAT "B2"

SEE SHEET NO. 5 FOR PLAN



LAT "B3"

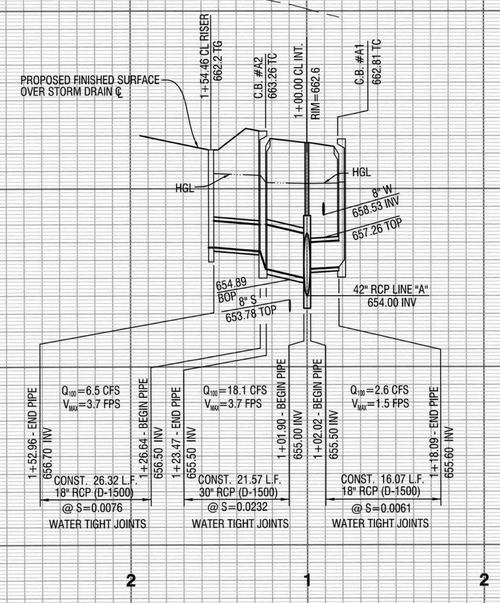
SEE SHEET NO. 5 FOR PLAN



LAT "D1"

SEE SHEET NO. 4 FOR PLAN

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

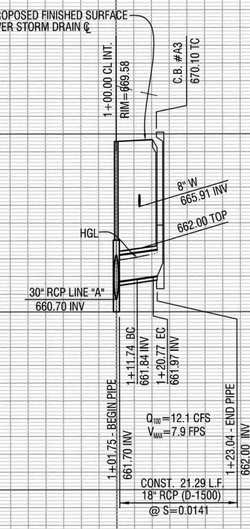


LAT "A2"

SEE SHEET NO. 4 FOR PLAN

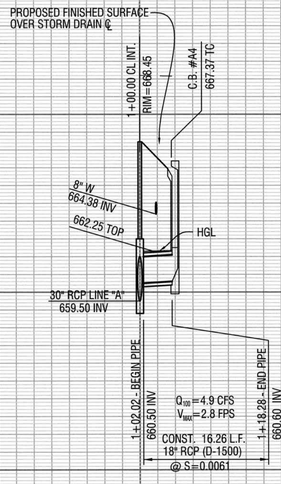
LAT "A1"

SEE SHEET NO. 4 FOR PLAN



LAT "A3"

SEE SHEET NO. 4 FOR PLAN



LAT "A4"

SEE SHEET NO. 4 FOR PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/8/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/22/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/7/20 DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37390, 37390-1, & 37390-2
LATERALS "A1","A2","A3","A4","B1","B2", "B3" AND "D1"

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390 STORM DRAIN IMPROVEMENT PLAN

MDS Proj. Data: I:\89400\ENGINEERING\Plans\StDrain
Created: 06.08.2020 11:45:35 AM Author:----
Last Edit: 06.08.2020 11:45:35 AM By: Station166
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CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 37390-2 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL - 37390-2
NAME AND ADDRESS OF SUBDIVIDER(S):	PARDEE HOMES 1250 CORONA POINTE CT, #600 CORONA, CA 92881
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:	Sewer Improvement Plans -Approved 6/04/2020 Street Improvement Plans -Approved 6/04/2020 Water Improvement Plans -Approved 6/09/2020 Monumentation Plans -Approved 8/19/2020	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$ 2,831,876.15
	GRADING	$_____
	MONUMENTATION	$ 35,161.25
	TOTAL:	$2,867,037.40
FORM OF IMPROVEMENT SECURITY:	[ ] AAA Corporate surety bonds [ ] Deposit of money	
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	RLI Insurance Company (Name of Corporate Entity) 6303 Owensmouth Ave, 10th Floor (Street Address) Woodland Hills, CA 91367	

SURETY BOND NUMBERS (if applicable):

- PA 7 Monumentation Bond #CMS0339956
- PA 7 Sewer Improvements Bond#CMS0339953
- PA 7 Street Improvements Bond#CMS0339954
- PA 7 Water Improvements Bond#CMS0339955

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

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

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

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

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

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

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

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the

Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

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

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

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

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

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

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

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

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

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

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

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

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

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be

notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

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

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

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

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

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

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all

improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials

furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the

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

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

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

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

8. INSURANCE

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

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

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

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

as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

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

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

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

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

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

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider

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

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

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

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above.

Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such

period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Michael Taylor
Title: Division President
Date: 8/21/2020

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

_____ (SEAL)
CITY CLERK

Approved as to form:

_____
CITY ATTORNEY

[This page for acknowledgments.]

Bond Number: CMS0339953
Premium: $2,637.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 7 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 7 Sewer Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Fifty Nine Thousand Two Hundred Sixty and 50/100 Dollars ($659,260.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diana Karpowitz (Seal)

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339953
Premium: Included in Performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 7 Sewer Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 7 Sewer Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Six Hundred Fifty Nine* Dollars ($ 659,260.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Two Hundred Sixty and 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diana Karpowitz (Seal)

TGJ1 DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021 TGJ1

Woodland Hills, Ca 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M Barreras
Notary Public Signature

(Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

0415930020212

A0058D19

APPROVED BY
CITY OF BANNING
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-2
	Sewer

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Sewer Main	LF	4,696	$ 60.00	$ 281,760.00
Manhole	Each	31	$ 4,000.00	$ 124,000.00
Adjust Manhole to Grade	Each	31	$ 500.00	$ 15,500.00
Remove Plug & Join Main	Each	1	$ 250.00	$ 250.00
4-inch Lateral	LF	3,794	$ 40.00	$ 151,760.00

Bond Number: CMS0339955
Premium: $2,820.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 7 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 7 Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Seven Hundred Five Thousand Seventy Six and 50/100 Dollars ($705,076.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339955
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 7 Water Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 7 Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Seven Hundred Five* Dollars ($705,076.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Seventy Six and 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNING
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-2 Water

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
8-inch DIP Main w/ Poly Encasement & R.J.	LF	5,061	$ 60.00	$ 303,660.00
8-inch Gate Valve	Each	21	$ 2,000.00	$ 42,000.00
8-inch Fitting	Each	15	$ 250.00	$ 3,750.00
Residential Fire Hydrant	Each	18	$ 5,000.00	$ 90,000.00
1" Service	Each	112	$ 1,200.00	$ 134,400.00
1" Air and Vacuum Valve Assembly	Each	5	$ 5,000.00	$ 25,000.00
Join Existing Mainline	Each	2	$ 500.00	$ 1,000.00
Adjust Water Valve to Grade (1st adjustment)	Each	39	$ 200.00	$ 7,800.00
Cathodic Protection	LS	1	$ 5,000.00	$ 5,000.00
Remove Blind Flange & Join Main	Each	2	$ 250.00	$ 500.00
TOTAL				**$ 613,110.00**
15% Contingency				**$ 91,966.50**
GRAND TOTAL				**$ 705,076.50**
			Faithful Performance (100%)	$ 705,076.50
			Labor & Material (100%)	$ 705,076.50

Bond Number: CMS0339954
Premium: $5,870.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA 7 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA 7 Street Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Four Hundred Sixty Seven Thousand Five Hundred* Dollars ($1,467,539.15), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

*Thirty Nine and 15/100

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number" CMS0339954
Premium:Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA 7 Street Improvements
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA 7 Street Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Million Four Hundred* Dollars ($ 1,467,539.15), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Sixty Seven Thousand Five Hundred Thirty Nine and 15/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

TGJ1

TGJ1

Signature Diana Karpowitz (Seal)

Woodland Hills CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

APPROVED BY
CITY OF BANNING
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-2, Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STREET IMPROVEMENTS				
3" Asphalt Concrete (164,140 SF)	Ton	2,955	$ 80.00	$ 236,400.00
8" Aggregate Base Class II (164,140 SF)	Ton	7,918	$ 60.00	$ 475,080.00
6-inch Wedge Curb & Gutter	LF	9,790	$ 25.00	$ 244,750.00
Concrete Cross Gutter & Spandrels	SF	4,305	$ 4.50	$ 19,372.50
Concrete Sidewalk (4-inch thick)	SF	49,670	$ 3.50	$ 173,845.00
Curb Ramp	Each	14	$ 3,000.00	$ 42,000.00
Remove Redwood Header	LF	75	$ 2.00	$ 150.00
Adjust Sewer MH to Grade	Each	31	$ 500.00	$ 15,500.00
Adjust Water Valve to Grade	Each	39	$ 250.00	$ 9,750.00
Adjust Storm Drain Manhole to Grade	Each	4	$ 500.00	$ 2,000.00
LED Solar Street Light	Each	12	$ 4,000.00	$ 48,000.00
AC Grind & Overlay	SF	130	$ 3.00	$ 390.00
Sign Post	Each	6	$ 150.00	$ 900.00
Street Name Sign	Each	8	$ 300.00	$ 2,400.00
Traffic Sign	Each	7	$ 400.00	$ 2,800.00
Stop Marking	Each	7	$ 100.00	$ 700.00
Stop Bar Striping	LF	126	$ 2.25	$ 283.50
Blue-reflective Fire Hydrant Marker	Each	18	$ 100.00	$ 1,800.00
SUBTOTAL				**$ 1,276,121.00**
15% Contingency				**$ 191,418.15**
TOTAL				**$ 1,467,539.15**

Faithful Performance (100%)	$ 1,467,539.15
Labor & Material (100%)	$ 1,467,539.15

Bond Number: CMS0339956
Premium: $141.00 Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell PA7 Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell PA7 Monumentation; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Thirty Five Thousand One Hundred Sixty One and 25/100 Dollars ($35,161.25), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona POinte Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Signature Diana Karpowitz (Seal)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe,Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public – California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D Fick — Corporate Secretary

Bond Number: CMS0339956
Premium: Included in performance bond

CITY OF BANNING

PAYMENT BOND

Atwell PA7 Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes of California, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell PA7 Monumentation; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of Thirty Five Thousand One*Dollars ($ 35,161.25), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Hundred Sixty One and 25/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes of California
(Type name of Principal)

1250 Corona POinte Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President Michael C Taylor
(Title of officer)

Date: 8/24/2020

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave 10th Floor
(Street Address)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside)

On August 24th 2020 before me, Diana Karpowitz - Notary Public
(insert name and title of the officer)

personally appeared Michael C. Taylor,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Diana Karpowitz (Seal)

DIANA KARPOWITZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2199345
RIVERSIDE COUNTY
My Comm. Exp. May 28, 2021

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: 8/20/2020

APPROVED:

_____
City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On AUG 20 2020 before me, M. Barreras, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

M Barreras
Notary Public Signature (Notary Public Seal)

M. BARRERAS
Notary Public - California
Orange County
Commission # 2217716
My Comm. Expires Nov 5, 2021

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
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- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, Adriana Valenzuela, Jennifer Ochs, Martha Barreras, jointly or severally

in the City of Los Angeles, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 14th day of May, 2020.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 14th day of May, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover — Notary Public

CATHERINE D. GLOVER
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires
March 24, 2024

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 20th day of August, 2020.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jeffrey D Fick
Jeffrey D. Fick — Corporate Secretary

APPROVED BY
CITY OF BANNNG
JUN 30 2020
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	6/10/2020
Approved By:	
Date Approved:	
Tract No.:	37390-2 Monumentation

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
MONUMENTATION				
2" Dia. Pipe (Tract Boundary)	Each	29	$ 100.00	$ 2,900.00
Spike & Washer	Each	181	$ 75.00	$ 13,575.00
1" Dia. Pipe (Lot Corners)	Each	141	$ 100.00	$ 14,100.00
SUBTOTAL				**$ 30,575.00**
15% Contingency				**$ 4,586.25**
TOTAL				**$ 35,161.25**
			Faithful Performance (100%)	$ 35,161.25
			Labor & Material (100%)	$ 35,161.25

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-2
WATER IMPROVEMENT PLAN

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND OWNED AND OPERATED BY THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE DUCTILE IRON, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHERE REQUIRED.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTORS RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

ACKNOWLEDGEMENT OF RESPONSIBILITY FOR WORK

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BANNING IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

EDWARD J. LENTH — R.C.E. #52496 — EXP. DATE DEC 31, 2020

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

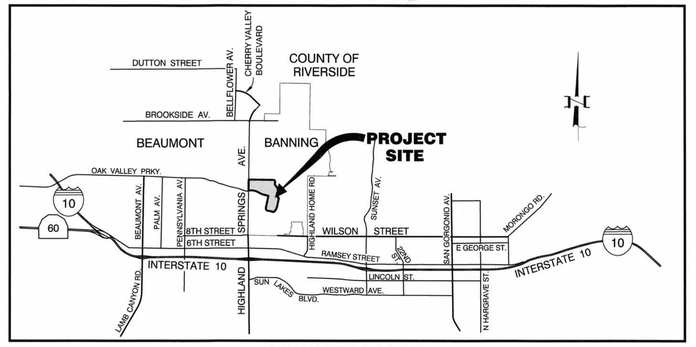
ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

WATER LEGEND

- 8" W x — EXISTING WATERLINE OR PROPOSED BY OTHERS
- 8" W — WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-9	WATER PLAN AND PROFILE

WATER ZONE

FOOTHILL WEST ZONE 2822

LEGAL DESCRIPTION

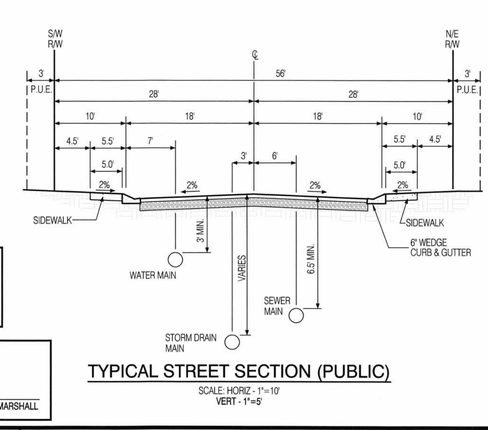
PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
(1)	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	5,061
(2)	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	21
(3)	INSTALL 8" D.I.P. TEE	EA	7
(5)	INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	5
(6)	INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	112
(7)	INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")	EA	18
(8)	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	39
(9)	REMOVE 8" BLIND FLANGE AND JOIN WATERLINE	EA	2
(11)	INSTALL 45° D.I.P. ELBOW	EA	4
(12)	INSTALL 8" x 6" D.I.P. REDUCER	EA	3
(13)	INSTALL 22.5° D.I.P ELBOW	EA	1

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE. — 6/4/2020
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

RECOMMENDED FOR ACCEPTANCE BY:
RIVERSIDE COUNTY FIRE DEPARTMENT - OFFICE OF THE FIRE MARSHALL — 6/10/2020



TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — DATE
RCE# 052496 EXP. 12-31-20

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 6-9-2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/2022 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 7/10/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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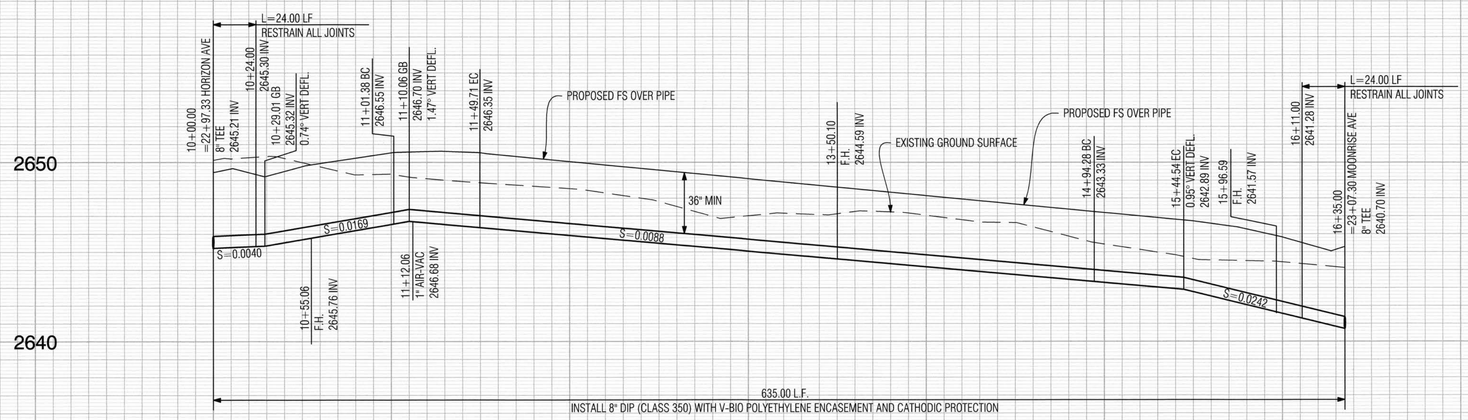
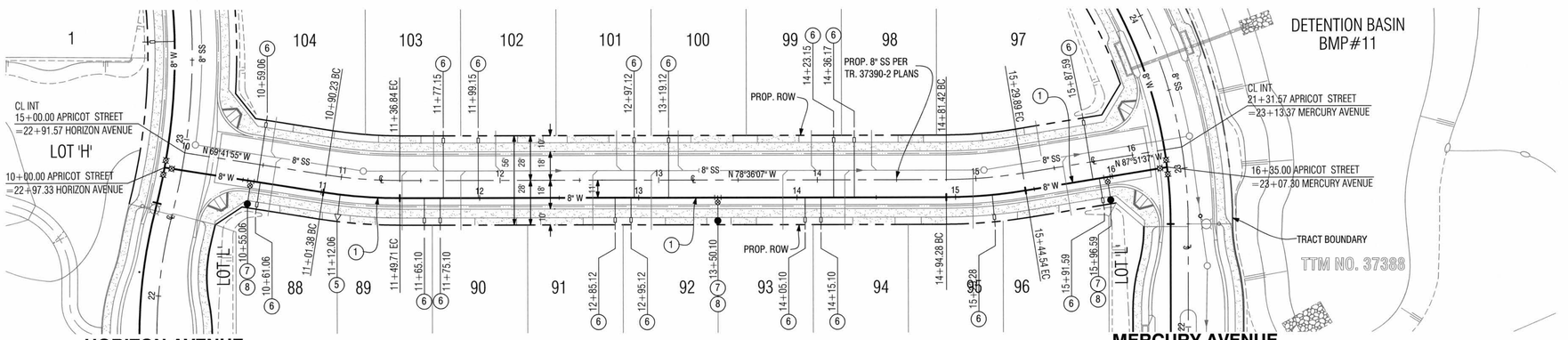


APRICOT STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

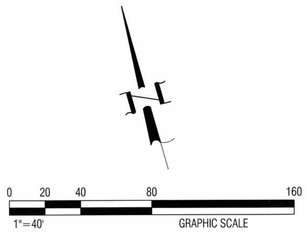
PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 8

MERCURY AVENUE
SEE SHEET 6

APRICOT STREET



WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 87°51'37" W	90.46'
L2	N 78°36'07" W	344.57'
L3	N 69°41'55" W	101.38'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	9°15'30"	311.00'	50.25'	25.18'
C2	8°54'11"	311.00'	48.33'	24.21'
C3	8°54'11"	300.00'	46.62'	23.36'
C4	9°15'30"	300.00'	48.48'	24.29'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/11/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/22/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
APRICOT STREET
10+00.00 TO 16+35.00

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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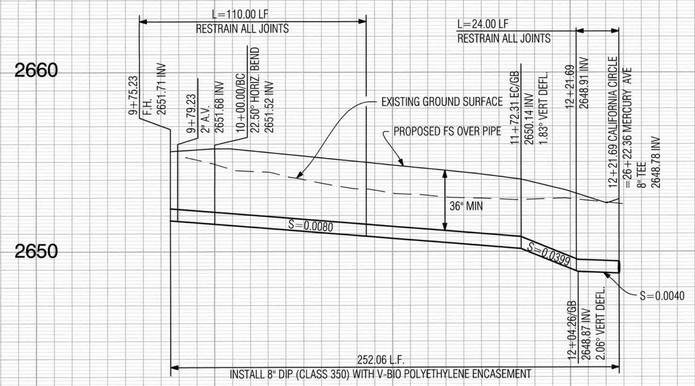
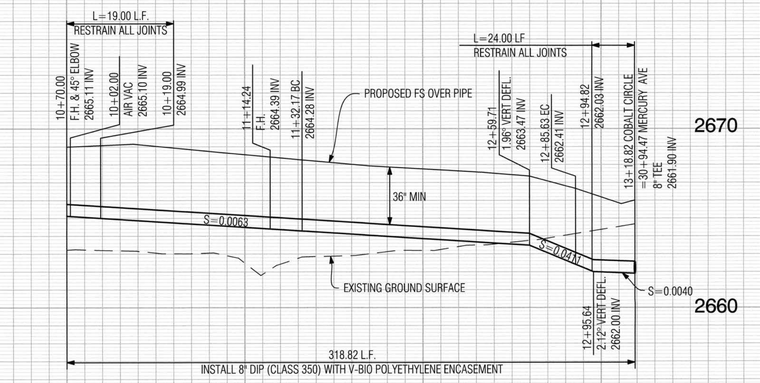


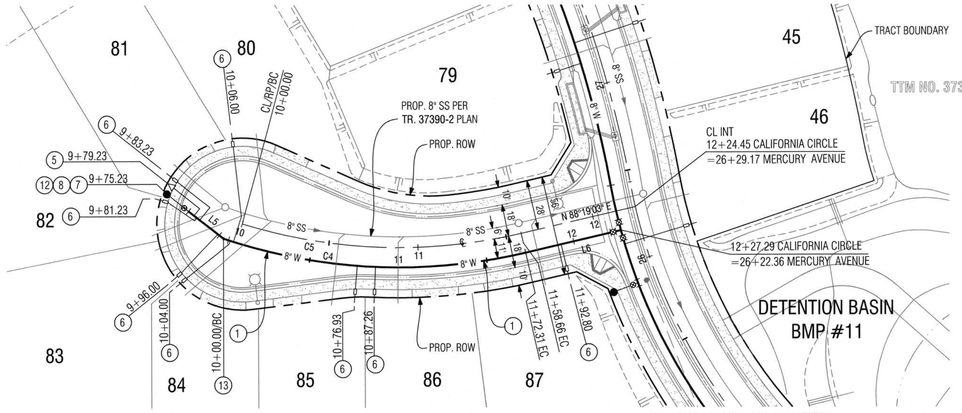
CALIFORNIA CIRCLE



COBALT CIRCLE

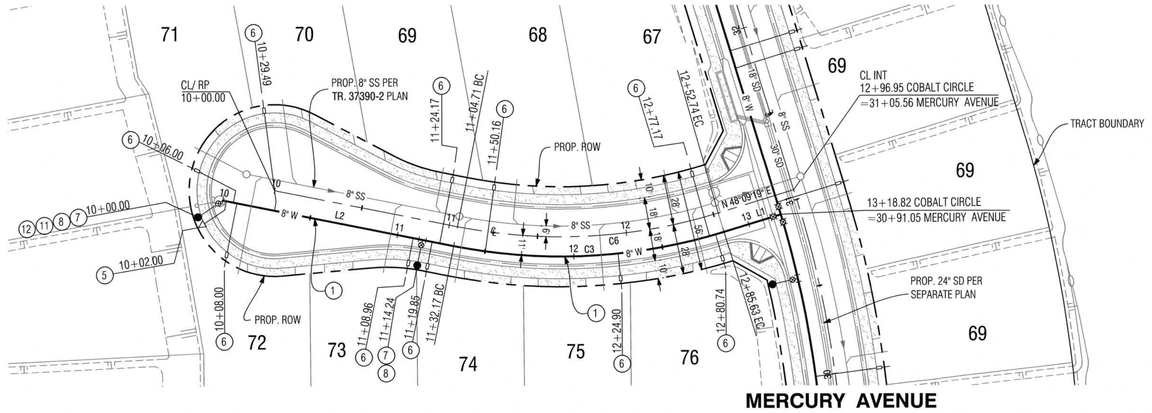
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



MERCURY AVENUE
SEE SHEET 6

CALIFORNIA CIRCLE



MERCURY AVENUE
SEE SHEET 7

COBALT CIRCLE

WATER CONSTRUCTION NOTES:

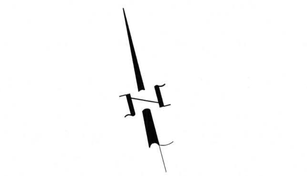
1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
11. INSTALL 45° D.I.P. ELBOW
12. INSTALL 8" x 6" D.I.P. REDUCER
13. INSTALL 22.50° D.I.P. ELBOW

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 48°09'19" E	33.19'
L2	N 76°25'36" E	132.17'
L5	N 40°16'51" W	24.77'
L6	S 88°19'03" W	54.98'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C3	28°16'17"	311.00'	153.46'	78.32'
C4	31°44'39"	311.00'	172.31'	88.43'
C5	14°54'43"	300.00'	78.08'	39.26'
C6	26°19'41"	300.00'	137.85'	70.17'



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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE 6/11/2020

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/6/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CALIFORNIA CIRCLE 9+75.23 TO 12+27.29
COBALT CIRCLE 10+00.00 TO 13+18.82

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

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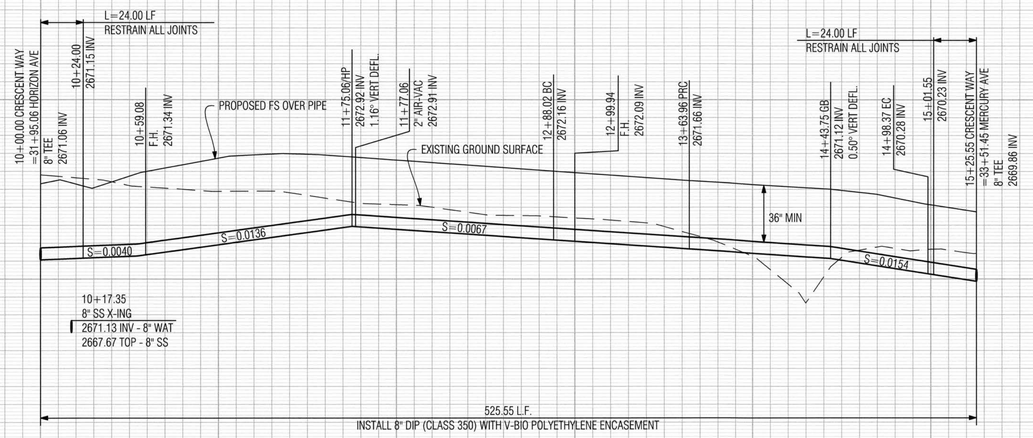
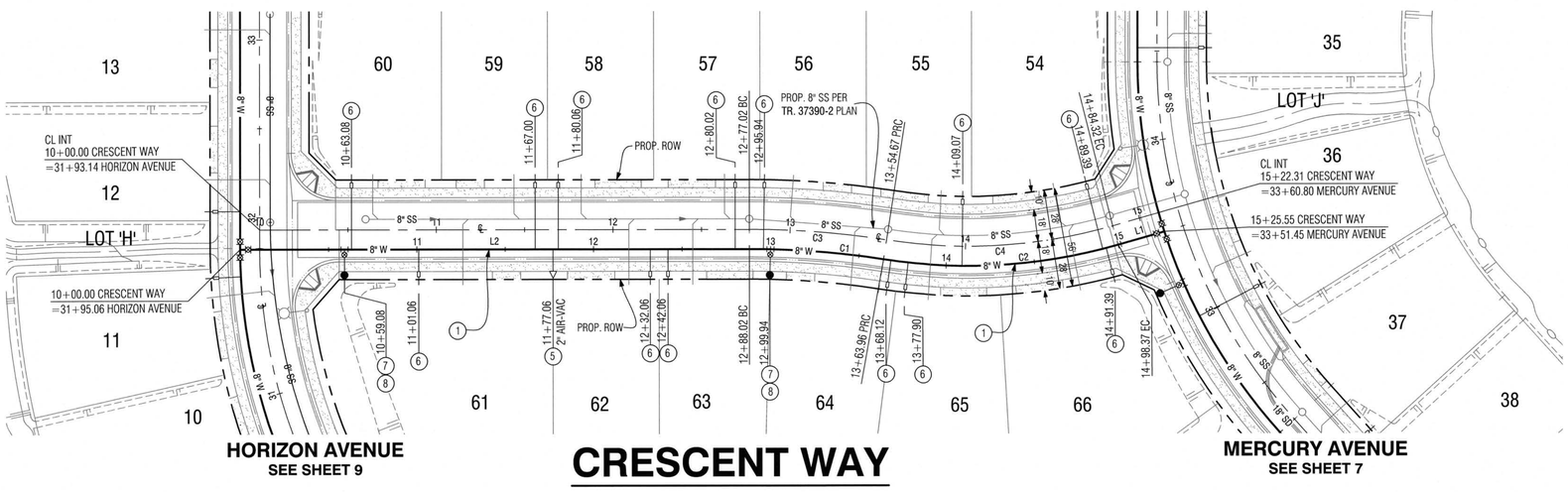
TRACT NO. 37390-2, WATER IMPROVEMENT PLAN



CRESCENT WAY

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



WATER CONSTRUCTION NOTES:

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6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 74°26'26" E	27.19'
L2	S 89°41'50" E	288.02'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°53'55"	489.00'	75.95'	38.05'
C2	24°45'39"	311.00'	134.40'	68.27'
C3	8°53'55"	500.00'	77.66'	38.91'
C4	24°45'39"	300.00'	129.65'	65.85'

HORIZON AVENUE
SEE SHEET 9

CRESCENT WAY

MERCURY AVENUE
SEE SHEET 7

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CRESCENT WAY
10+00.00 TO 15+25.55

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

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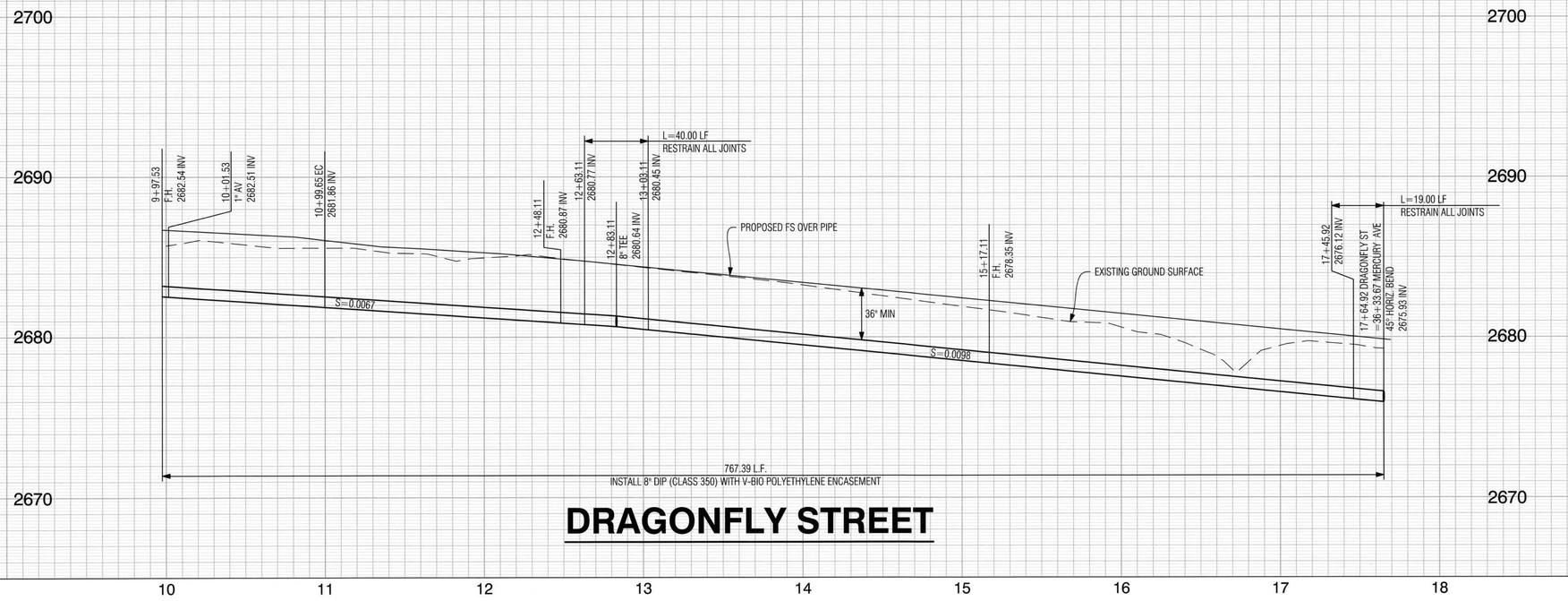
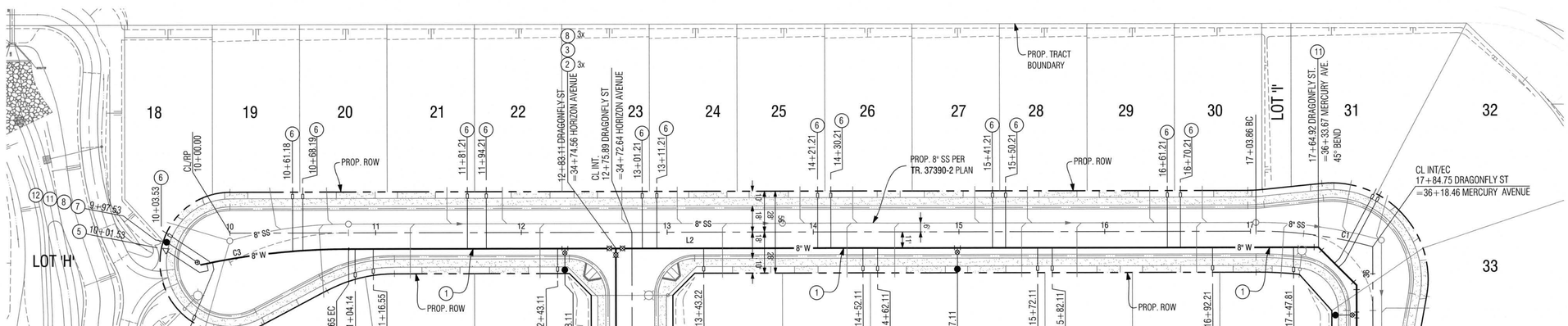
TRACT NO. 37390-2, WATER IMPROVEMENT PLAN



DRAGONFLY STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 9

MERCURY AVENUE
SEE SHEET 7

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 89°41'50" W	665.27'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	15°26'56"	300.00'	80.89'	40.69'
C3	11°14'37"	500.00'	98.12'	49.22'

WATER CONSTRUCTION NOTES:

1. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
3. INSTALL 8" D.I.P. TEE
5. INSTALL 1" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
11. INSTALL 45° D.I.P. ELBOW
12. INSTALL 8" x 6" D.I.P. REDUCER
13. INSTALL 22.50° D.I.P. ELBOW

0 20 40 80 160
1"= 40' GRAPHIC SCALE

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REVISIONS

MARK	APPR	DATE

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17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
DATE 6/1/2020

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

CITY OF BANNING

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DATE 6/9/2020

APPROVED BY:
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PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DRAGONFLY STREET
9+97.53 to 17+64.92

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

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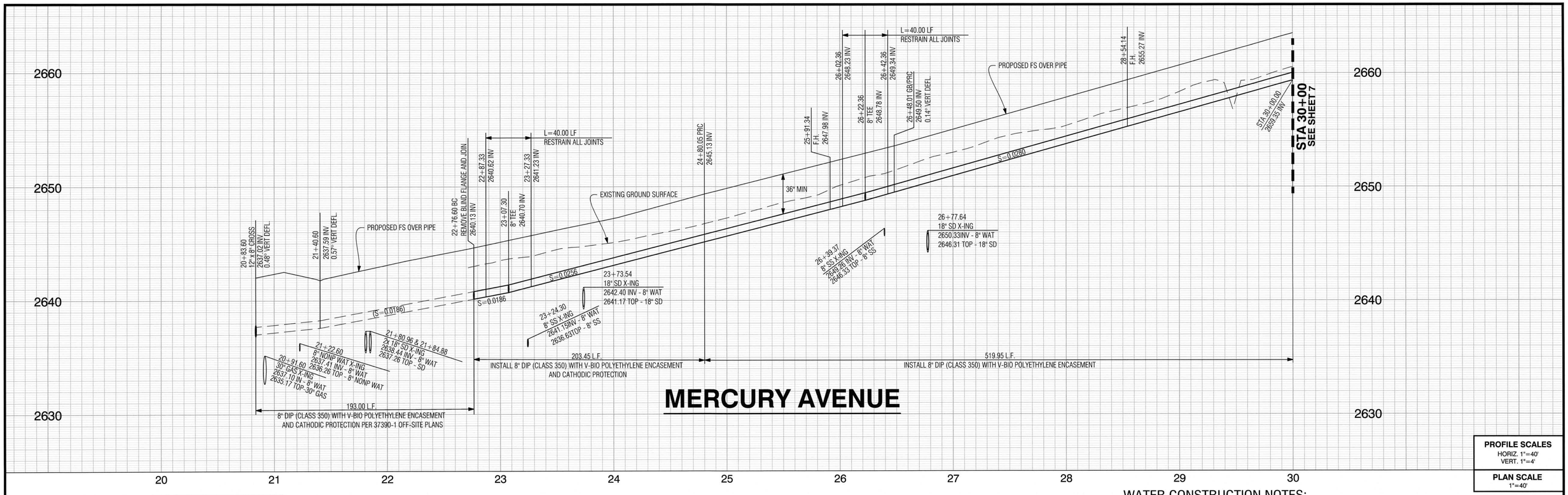
TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

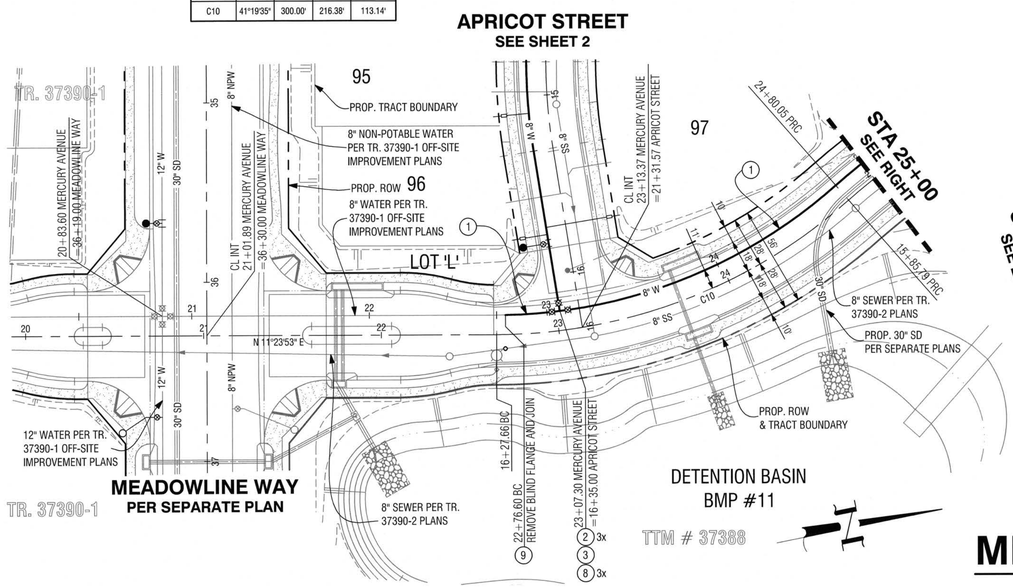


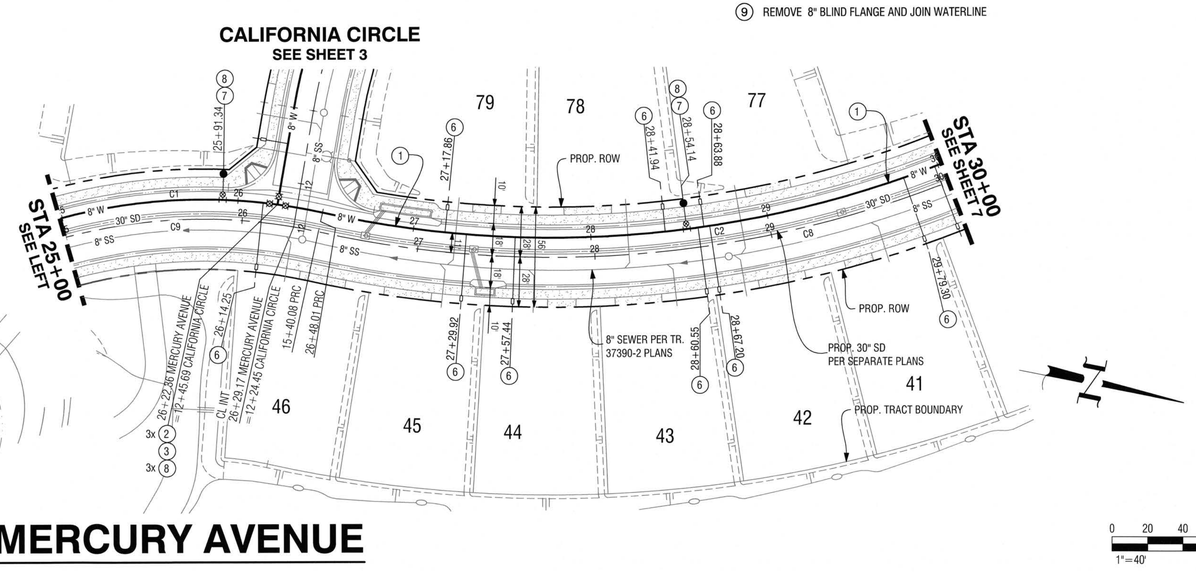
MERCURY AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°56'37"	311.00'	167.96'	86.08'
C2	42°51'37"	599.00'	448.08'	235.11'
C8	42°51'37"	610.00'	456.31'	239.43'
C9	30°56'37"	300.00'	162.02'	83.04'
C10	41°19'35"	300.00'	216.38'	113.14'





MERCURY AVENUE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

WATER CONSTRUCTION NOTES:

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3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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6/1/2020 DATE

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Exp. 12-31-20
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CITY OF BANNING

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SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/22/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
STA 22+71.60 TO STA 30+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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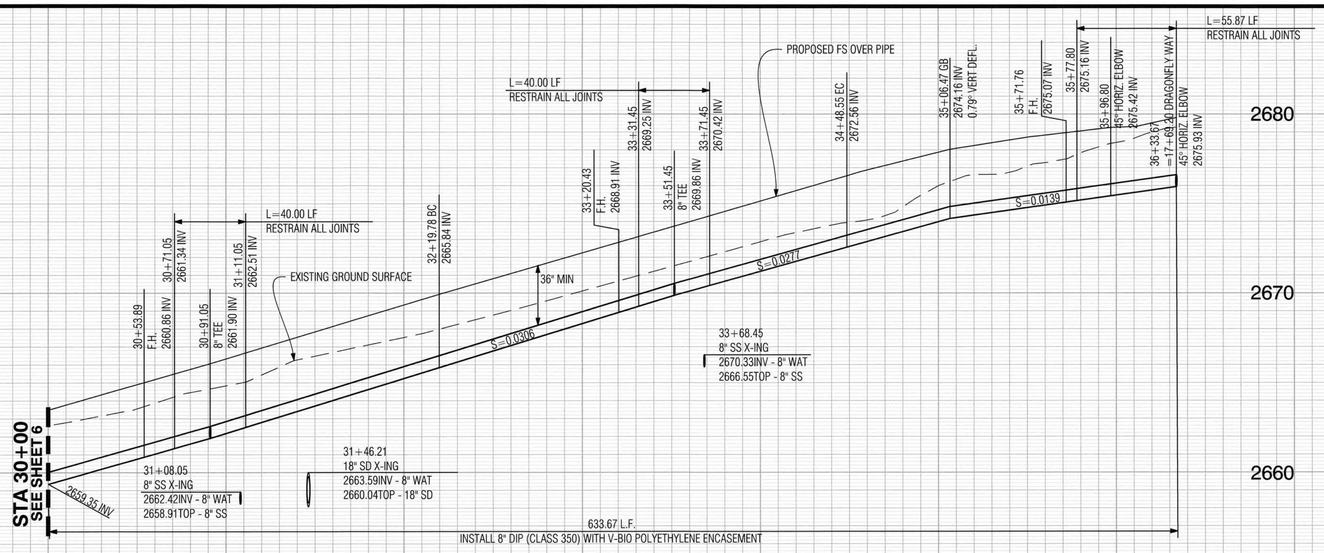
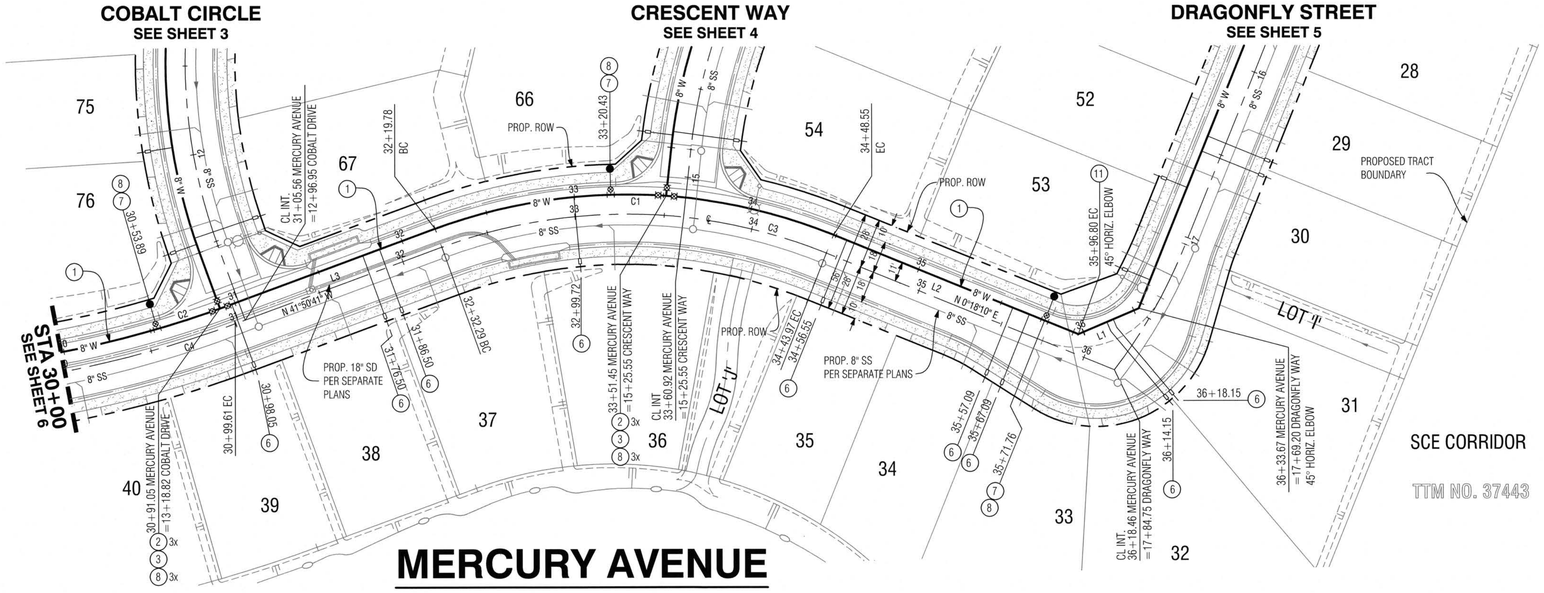


MERCURY AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



MERCURY AVENUE

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3. INSTALL 8" D.I.P. TEE
6. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. DWG. NO. W-4
7. INSTALL FIRE HYDRANT PER CITY STD. W-18 WITH FLANGED TEE (8"x6")
8. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
11. INSTALL 45° D.I.P. ELBOW

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 44°41'50" W	36.87'
L2	N 0°18'10" E	148.25'
L3	N 41°50'41" W	123.68'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	42°08'50"	311.00'	228.77'	119.84'
C2	42°51'37"	599.00'	448.08'	235.11'
C3	42°08'50"	300.00'	220.68'	115.60'
C4	5°13'35"	610.00'	55.64'	27.84'

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
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SENIOR CIVIL ENGINEER
6/7/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
30+00.00 TO 36+33.67

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

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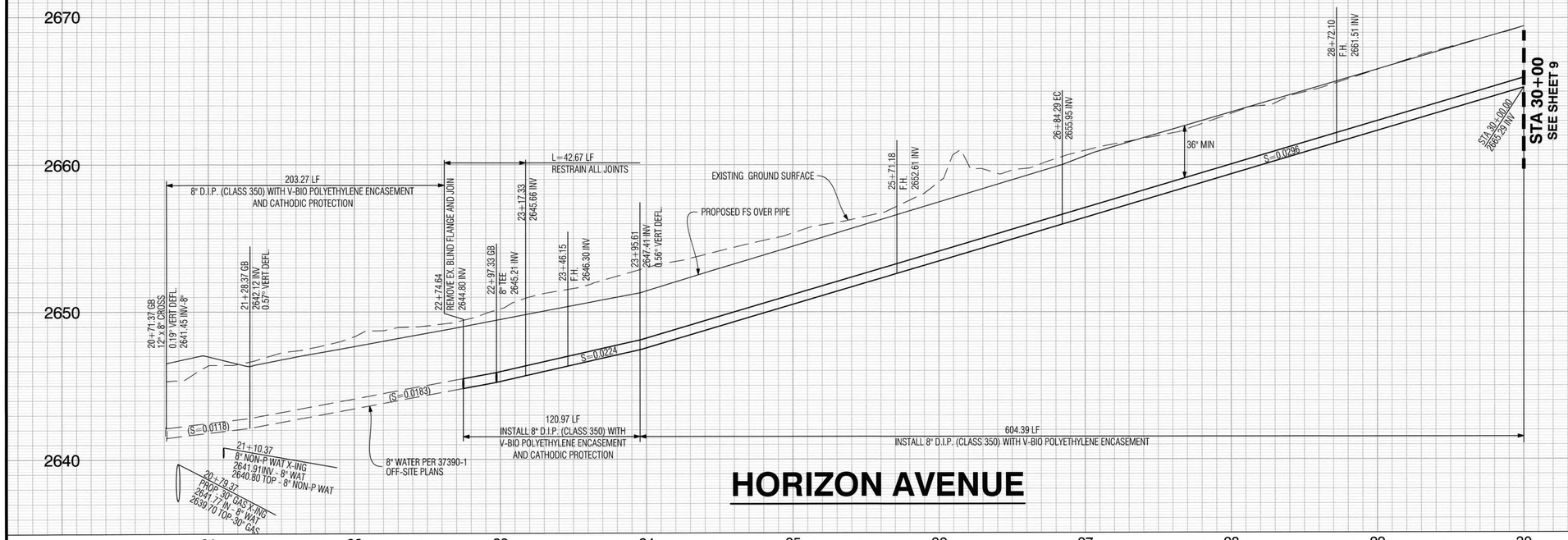
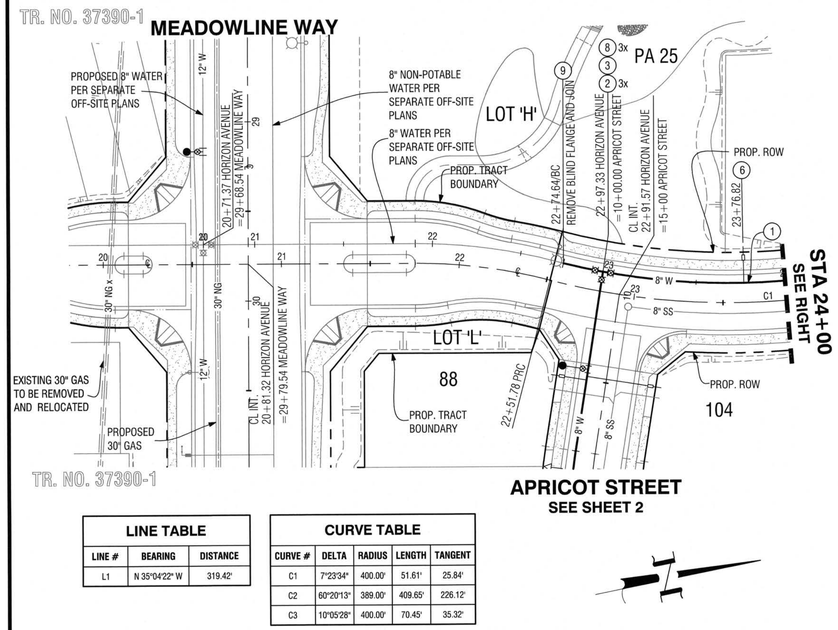
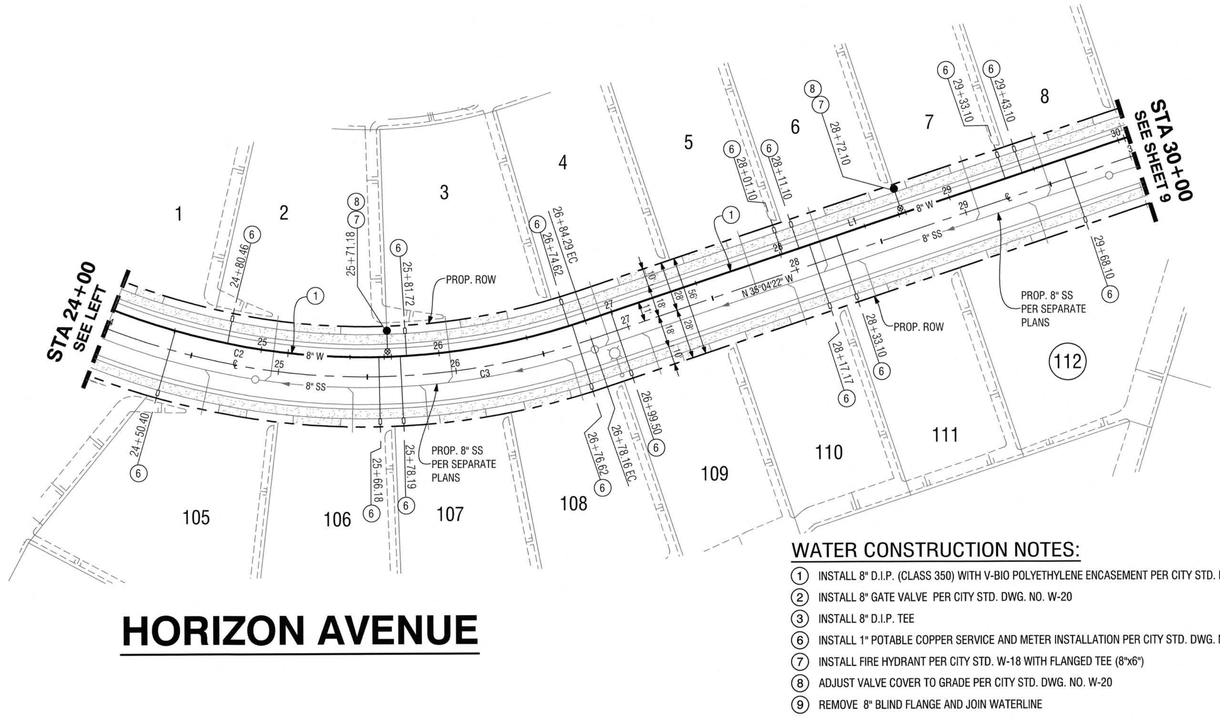


HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 35°04'22" W	319.42'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°23'34"	400.00'	51.61'	25.84'
C2	60°20'13"	389.00'	409.65'	226.12'
C3	10°05'28"	400.00'	70.45'	35.32'

HORIZON AVENUE

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9. REMOVE 8" BLIND FLANGE AND JOIN WATERLINE

0 20 40 80 160
1"=40' GRAPHIC SCALE

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PLANS PREPARED BY:
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6/1/2020 DATE

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6/9/2020 DATE

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PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/10/20 DATE

ON-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
22+74.64 TO 30+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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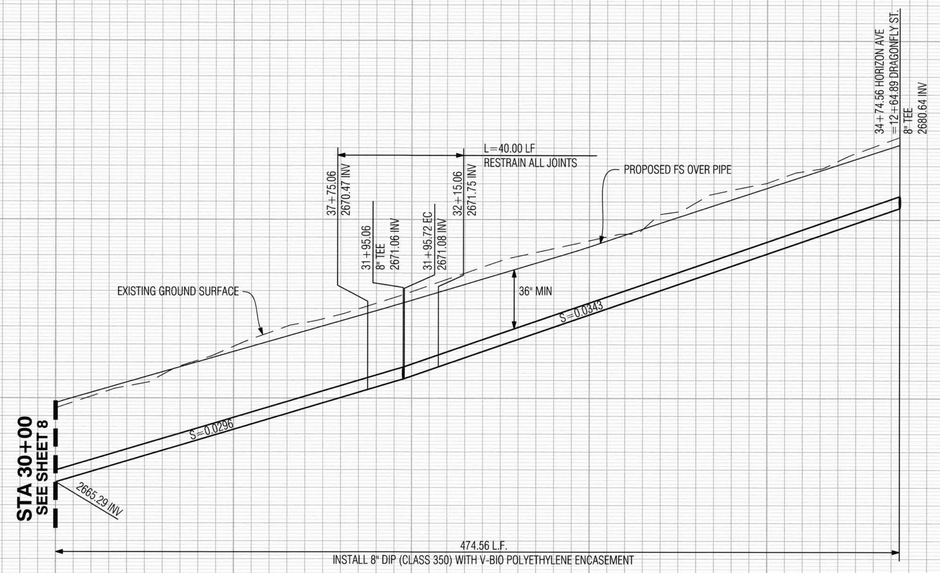
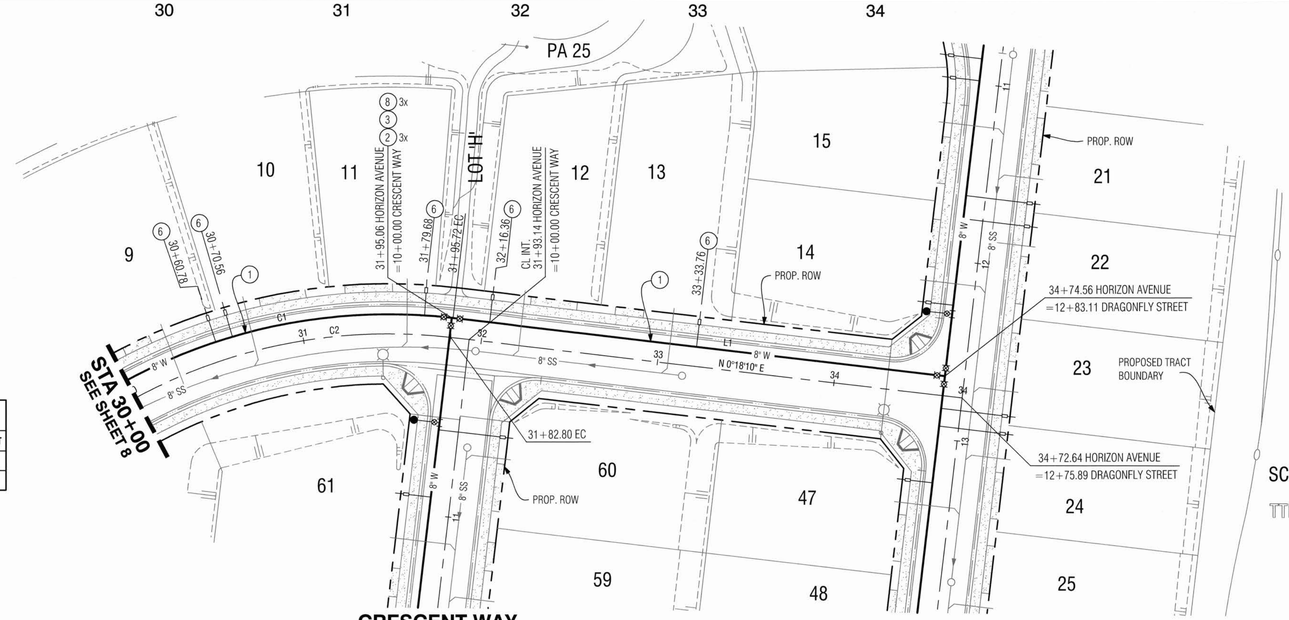


HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°18'10" E	278.84'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	35°22'32"	311.00'	192.02'	99.18'
C2	16°39'38"	300.00'	87.23'	43.93'

WATER CONSTRUCTION NOTES:

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HORIZON AVENUE

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37390-2, WATER IMPROVEMENT PLAN

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7/20/20
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TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
30+00.00 TO 34+74.56

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-2
SEWER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

	MATH (LAKE MATHEWS)	TRAK (BOMMER CANYON)
	N 2257398.558	N 2171990.406
	E 6201355.292	E 6088762.992

LEGAL DESCRIPTION

PORTIONS OF LOTS 8, 10, 11 AND 19 OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

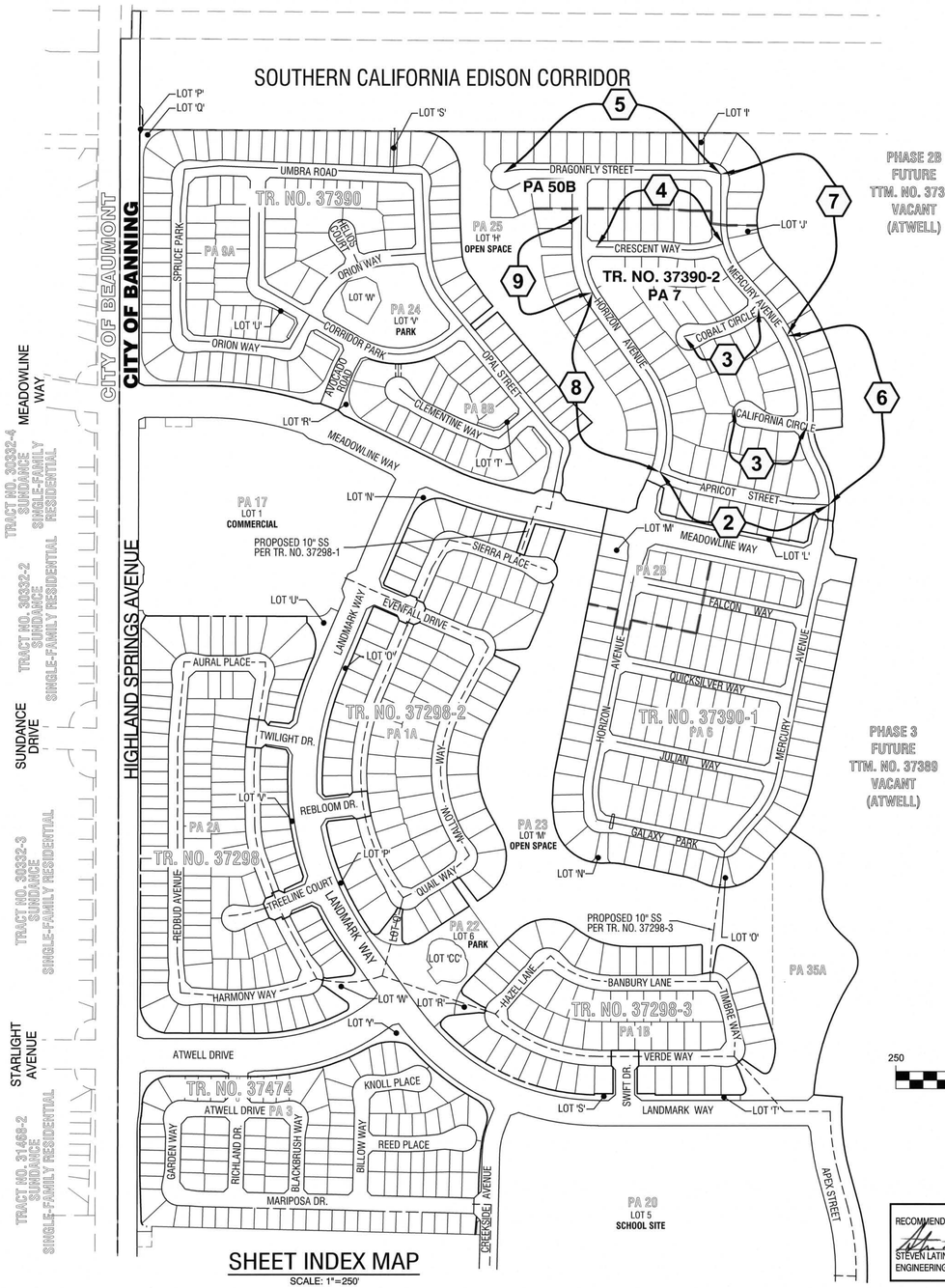
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

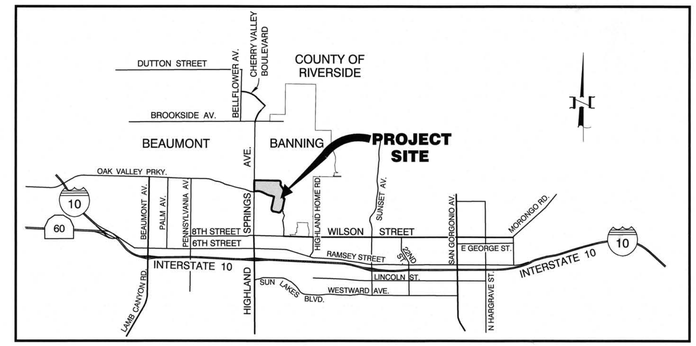
ASSESSORS PARCEL NUMBERS

PORTIONS OF 408-120-010, 408-120-012, 408-120-013 & 408-120-020



SHEET INDEX MAP

SCALE: 1"=250'



VICINITY MAP

NOT TO SCALE

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- 8" SS — SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS
- B.W — BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

OWNER/APPLICANT/DEVELOPER

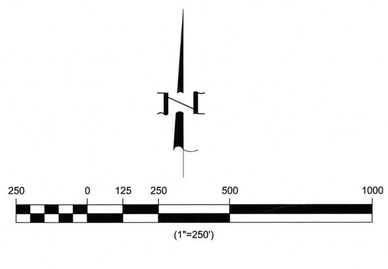
PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 426-4400
CONTACT: MICHAEL HEISHMAN

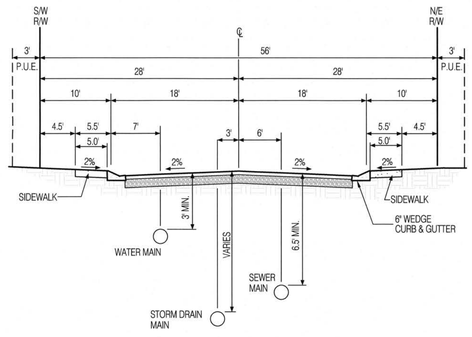
SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2-9	SEWER PLAN AND PROFILE

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18	LF	2,533
2	INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18	LF	2,163
3	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3	EA	31
4	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9	LF	2,350
5	ADJUST MANHOLE COVER TO GRADE	EA	31
6	REMOVE PLUG AND SEWER CLEAN-OUT AND JOIN 8" PVC SEWER PER TR. NO. 37390-1	EA	1
7	INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9	LF	1,444
8	CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13	EA	5





TYPICAL STREET SECTION (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

RECOMMENDED FOR ACCEPTANCE:
STEVEN LATINO, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
6/4/2020

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/10/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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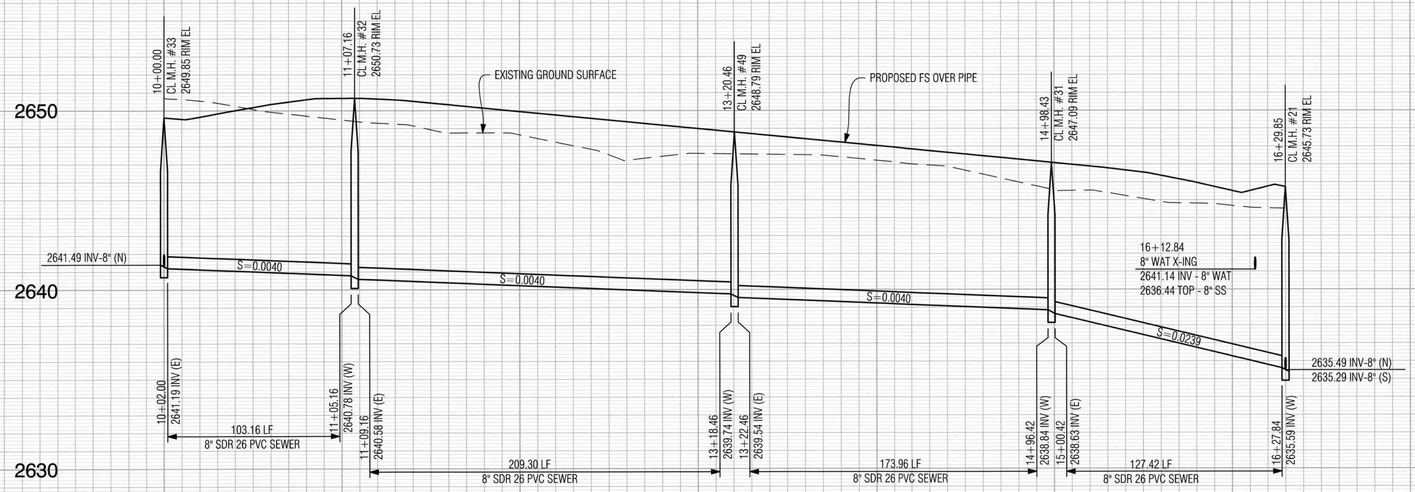


APRICOT STREET

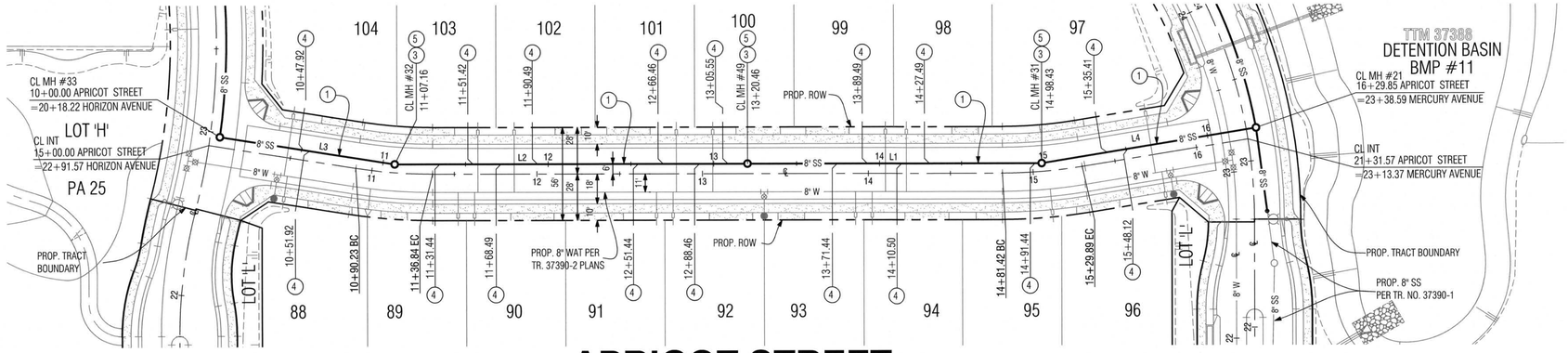
10 11 12 13 14 15 16 17

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

HORIZON AVENUE
SEE SHEET 8

MERCURY AVENUE
SEE SHEET 6



APRICOT STREET

MERCURY AVENUE
PER TR. NO. 37390-1

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 78°36'07" W	177.96'
L2	N 78°36'07" W	213.30'
L3	N 69°41'55" W	107.16'
L4	N 87°51'37" W	131.42'

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
88	2652.7	2649.85	33	
89	2652.7	2650.73	32	
90	2652.4	2650.73	32	
91	2651.8	2650.73	32	
92	2651.2	2650.73	32	
93	2650.6	2648.79	49	
94	2650.1	2648.79	49	
95	2649.5	2648.79	49	
96	2649.0	2647.09	31	

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
97	2649.3	2647.09	31	
98	2649.9	2648.79	49	
99	2650.5	2648.79	49	
100	2651.0	2650.73	32	
101	2651.6	2650.73	32	
102	2652.2	2650.73	32	
103	2652.7	2650.73	32	
104	2652.7	2649.85	33	

N

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/11/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
APRICOT STREET
10+00.00 TO 16+29.85

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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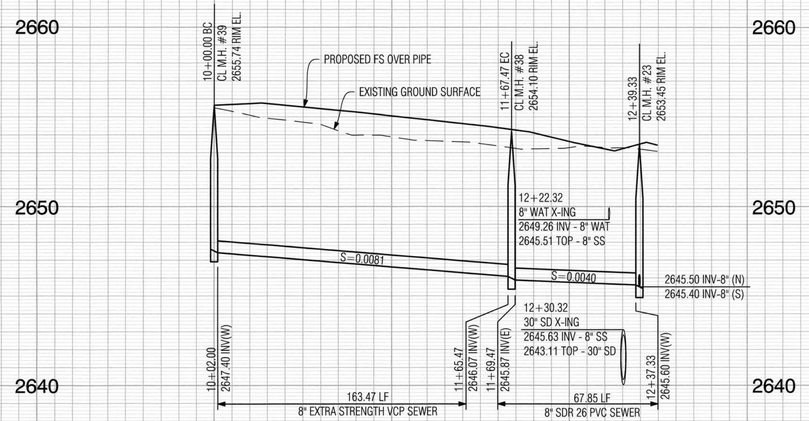
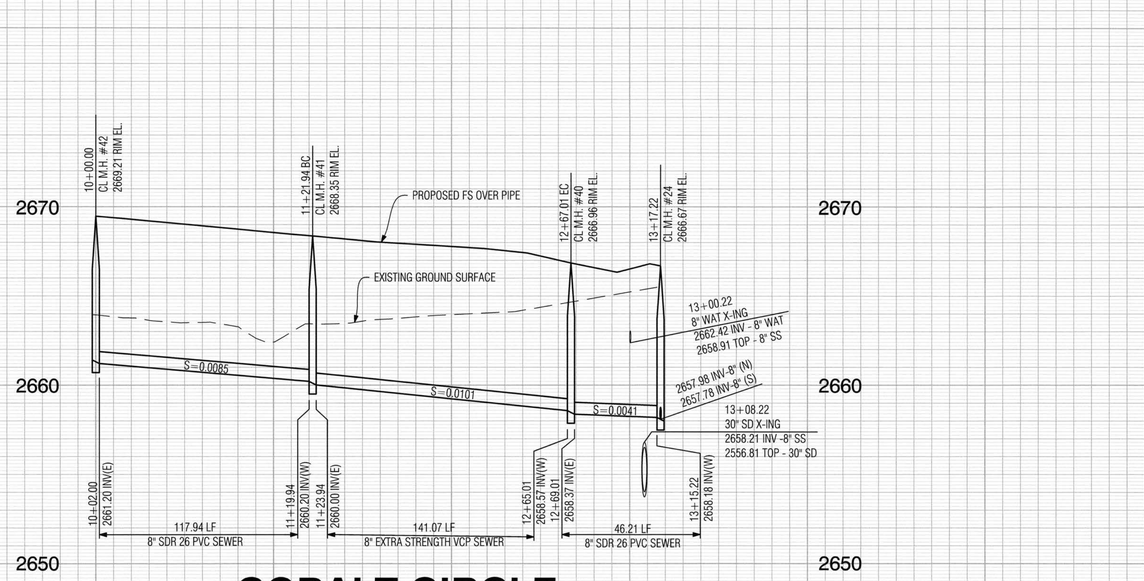


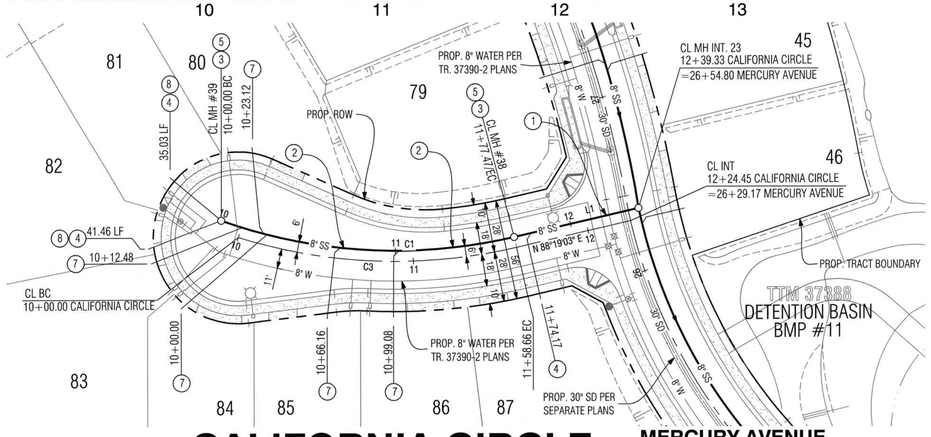
CALIFORNIA CIRCLE



COBALT CIRCLE

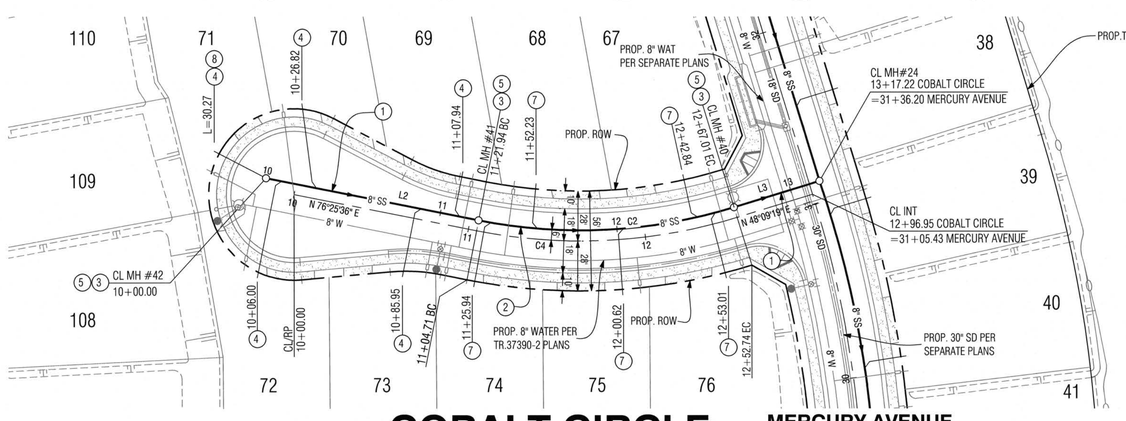
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CALIFORNIA CIRCLE

MERCURY AVENUE
SEE SHEET 6



COBALT CIRCLE

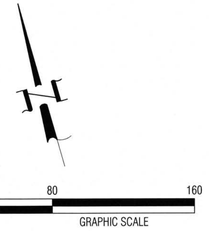
MERCURY AVENUE
SEE SHEET 7

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 88°19'03" E	71.85'
L2	N 76°25'36" E	121.94'
L3	N 48°09'19" E	50.21'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	32°38'17"	294.00'	167.47'	86.08'
C2	28°16'16"	294.00'	145.07'	74.04'
C3	30°18'08"	300.00'	158.66'	81.23'
C4	28°16'17"	300.00'	148.03'	75.55'



TRACT NO. 37390-2 SEWER BACKWATER VALVES

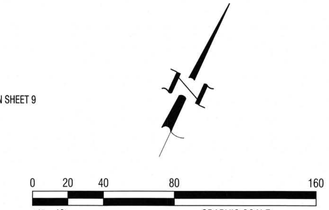
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
67	2669.8	2668.35	41	
68	2670.2	2668.35	41	
69	2670.7	2669.21	42	
70	2671.2	2669.21	42	
71	2671.7	2669.21	42	
72	2671.3	2669.21	42	
73	2670.8	2669.21	42	
74	2670.5	2668.35	41	
75	2670.0	2668.35	41	
76	2669.6	2668.35	41	

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
80	2657.5	2655.74	39	
81	2657.8	2655.74	39	
82	2658.5	2655.74	39	
83	2658.7	2655.74	39	
84	2657.7	2655.74	39	
85	2657.3	2655.74	39	
86	2656.8	2655.74	39	
87	2656.5	2654.10	38	

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON
8. CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13



Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20[illegible]
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CALIFORNIA CIRCLE & COBALT CIRCLE
10+00.00 TO 12+39.33 10+00.00 TO 13+17.22

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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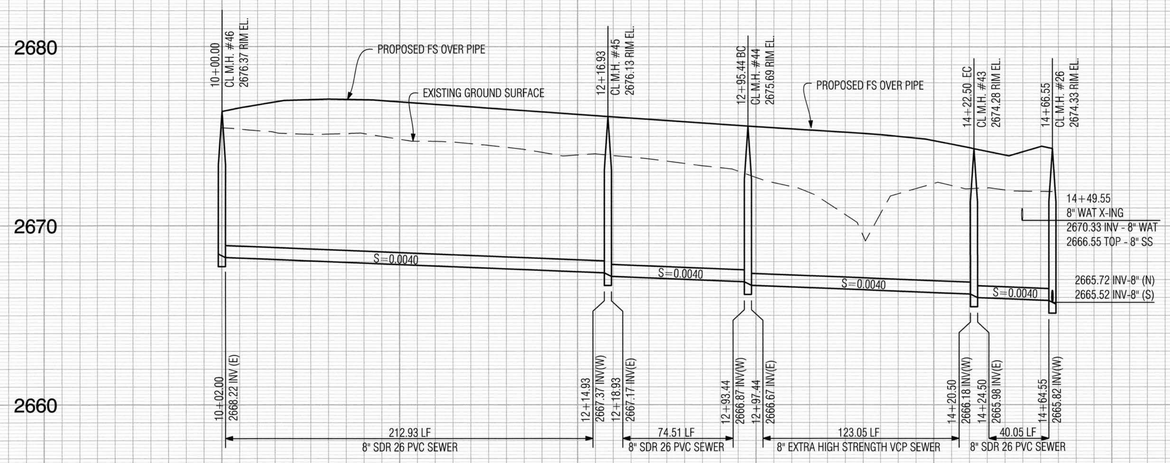

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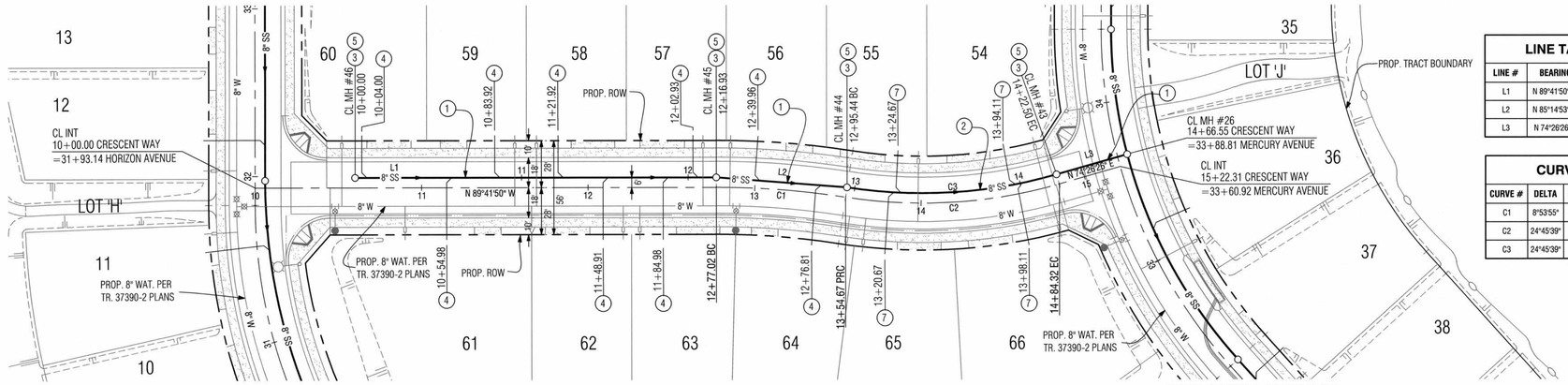

HORIZON AVENUE
SEE SHEET 9

MERCURY AVENUE
SEE SHEET 7

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89°41'50" W	216.93'
L2	N 85°14'53" W	78.51'
L3	N 74°26'26" E	44.05'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°53'55"	500.00'	77.66'	38.91'
C2	24°45'39"	300.00'	129.65'	65.85'
C3	24°45'39"	294.00'	127.05'	64.53'

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
54	2677.4	2675.69	44	
55	2677.7	2675.69	44	
56	2678.0	2676.13	45	
57	2678.5	2676.37	46	
58	2678.9	2676.37	46	
59	2679.1	2676.37	46	
60	2679.1	2676.37	46	
61	2679.0	2676.37	46	
62	2678.8	2676.37	46	
63	2678.4	2676.37	46	
64	2678.0	2676.13	45	
65	2677.6	2675.69	44	
66	2677.3	2675.69	44	

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
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Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CRESCENT WAY
10+00.00 TO 14+66.55

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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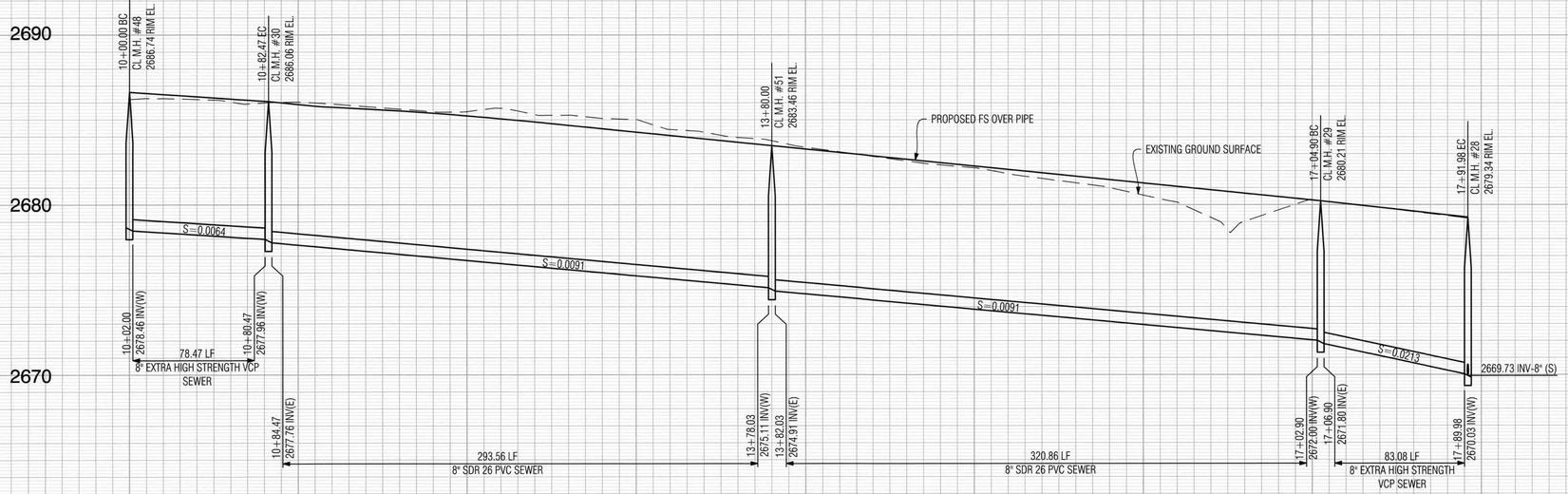
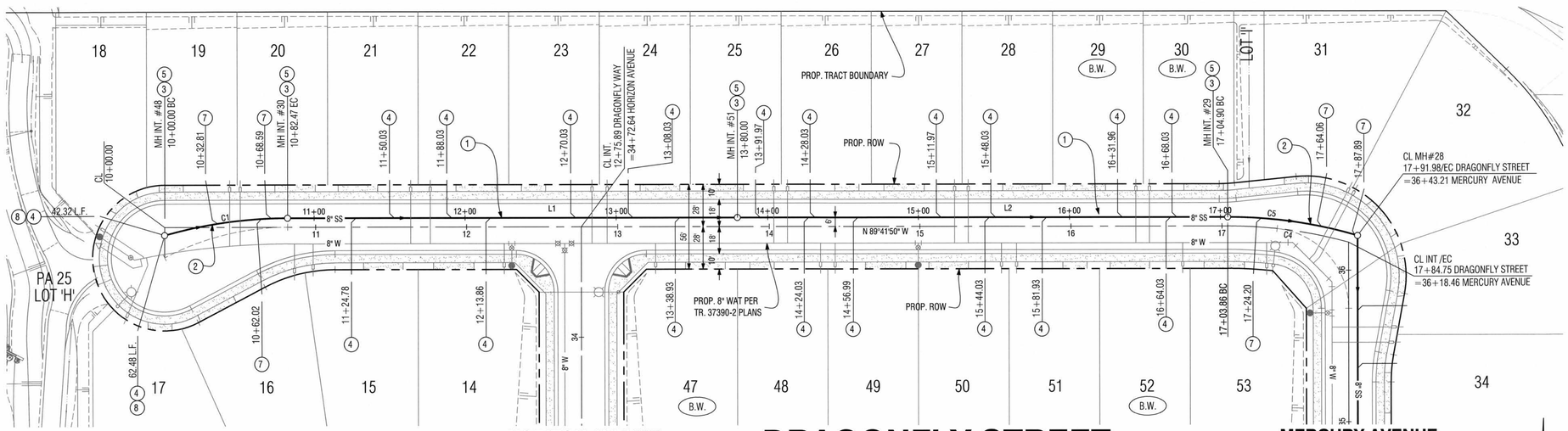


DRAGONFLY STREET

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



HORIZON AVENUE
SEE SHEET 9

MERCURY AVENUE
SEE SHEET 7

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
8. CONSTRUCT LATERAL TO TERMINUS MANHOLE PER CITY STD. DWG. NO. S-13

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 89°41'50" W	297.56'
L2	N 89°41'50" W	324.86'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	15°45'03"	300.00'	82.47'	41.50'
C4	15°26'56"	300.00'	80.89'	40.69'
C5	16°18'21"	306.00'	87.08'	43.84'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
47	2686.0	2686.06	30	X
48	2685.4	2683.46	51	
49	2684.8	2683.46	51	
50	2684.2	2683.46	51	
51	2683.6	2683.46	51	
52	2683.0	2683.46	51	X
53	2682.4	2680.21	29	

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
14	2687.4	2686.06	30	
15	2687.9	2686.06	30	
16	2688.5	2686.74	48	
17	2688.7	2686.74	48	
18	2689.1	2686.74	48	
19	2688.5	2686.74	48	
20	2688.2	2686.74	48	
21	2687.8	2686.06	30	
22	2687.4	2686.06	30	
23	2686.9	2686.06	30	
24	2686.3	2686.06	30	
25	2685.7	2683.46	51	
26	2685.1	2683.46	51	
27	2684.5	2683.46	51	
28	2683.9	2683.46	51	
29	2683.3	2683.46	51	X
30	2682.7	2683.46	51	X
31	2681.9	2680.21	29	
32	2681.8	2680.21	29	

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DRAGONFLY STREET
10+00.00 TO 17+91.98

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 9

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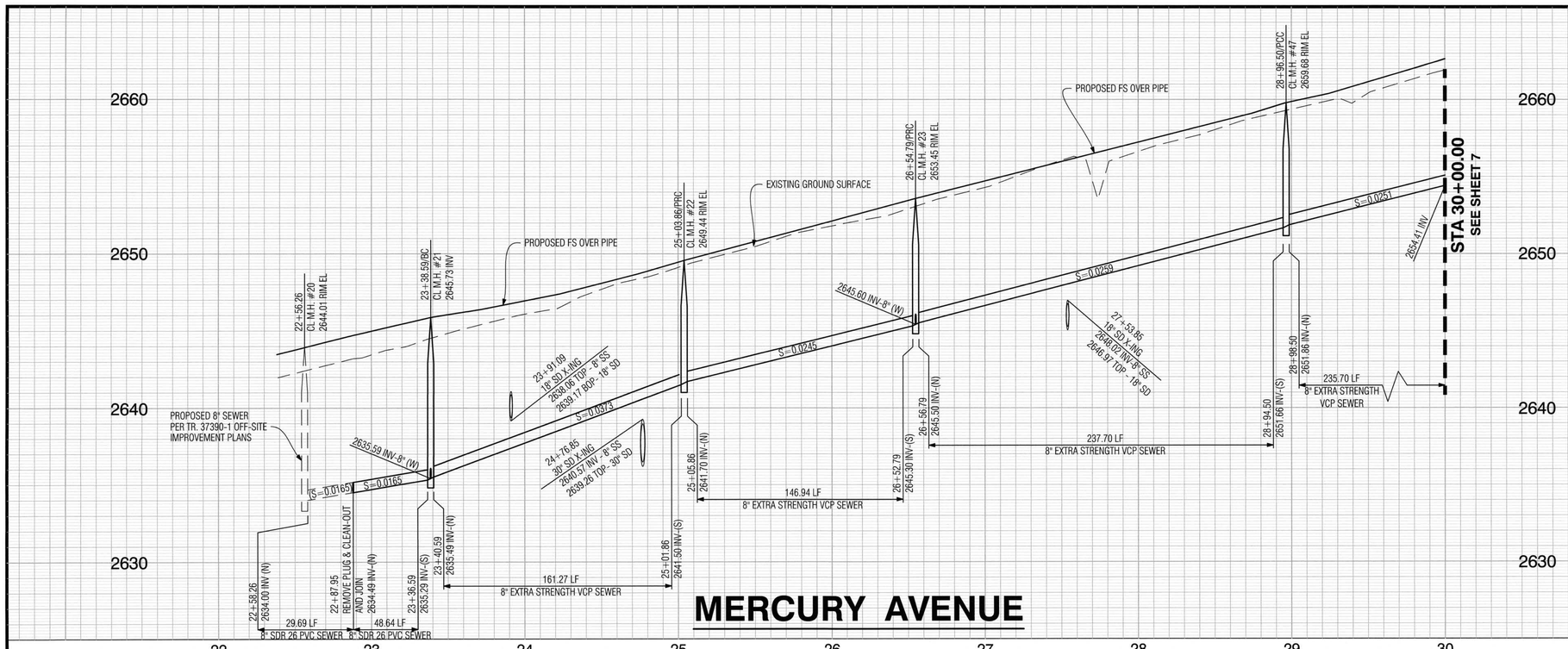
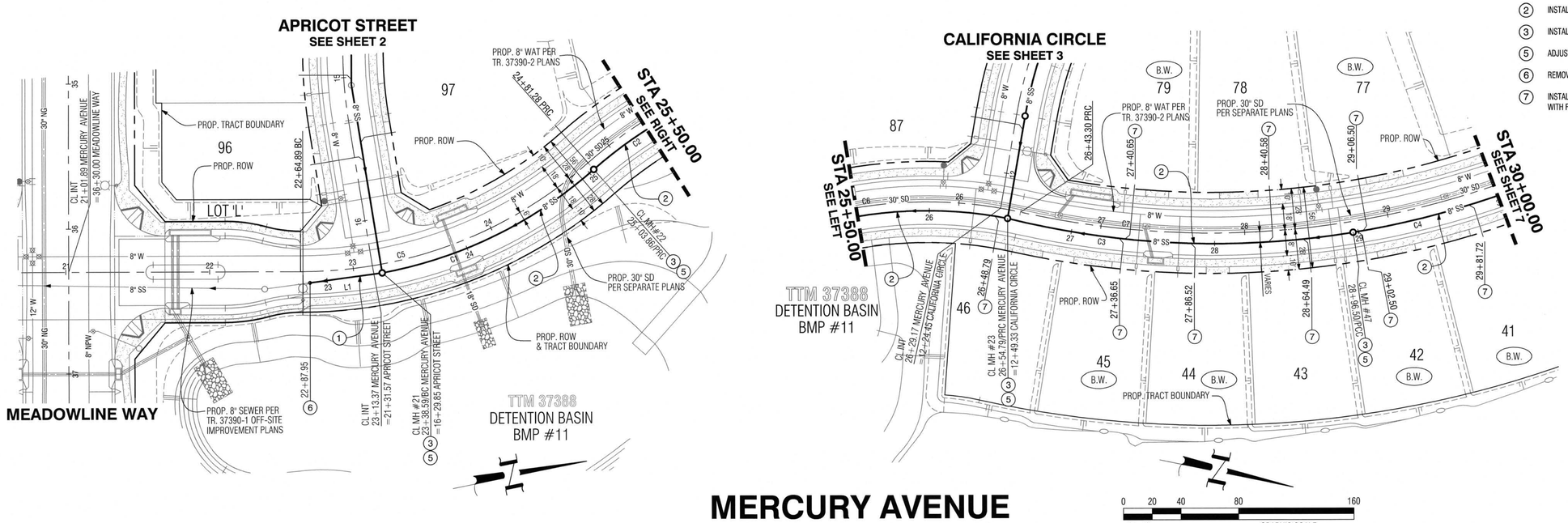
TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
6. REMOVE PLUG AND SEWER CLEAN-OUT AND JOIN 8" PVC SEWER PER TR. NO. 37390-1
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 3°42'56" E	50.64'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°56'40"	306.00'	165.27'	84.70'
C2	29°24'54"	294.00'	150.94'	77.17'
C3	23°04'51"	600.00'	241.70'	122.51'
C4	22°53'24"	600.00'	239.70'	121.47'
C5	41°19'35"	300.00'	216.38'	113.14'
C6	30°56'37"	300.00'	162.02'	83.04'
C7	42°51'37"	610.00'	456.31'	239.43'

TRACT NO. 37390-2 SEWER BACKWATER VALVES

LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
41	2664.9	2666.67	24	X
42	2663.1	2666.67	24	X
43	2661.4	2659.68	47	
44	2659.7	2659.68	47	X
45	2658.1	2659.68	47	X
46	2656.5	2653.45	23	
77	2663.5	2666.67	24	X
78	2661.1	2659.68	47	
79	2658.8	2659.68	47	X

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
CIVIL
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/9/2020

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20[illegible]
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
22+87.95 TO 30+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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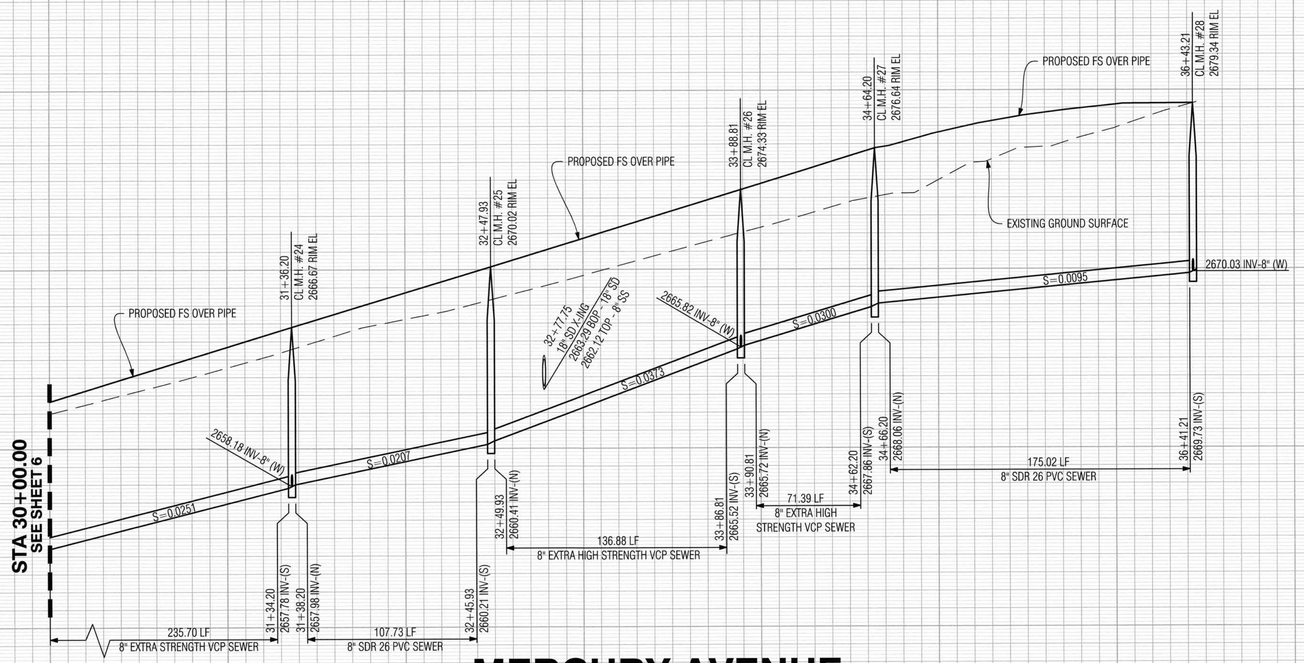
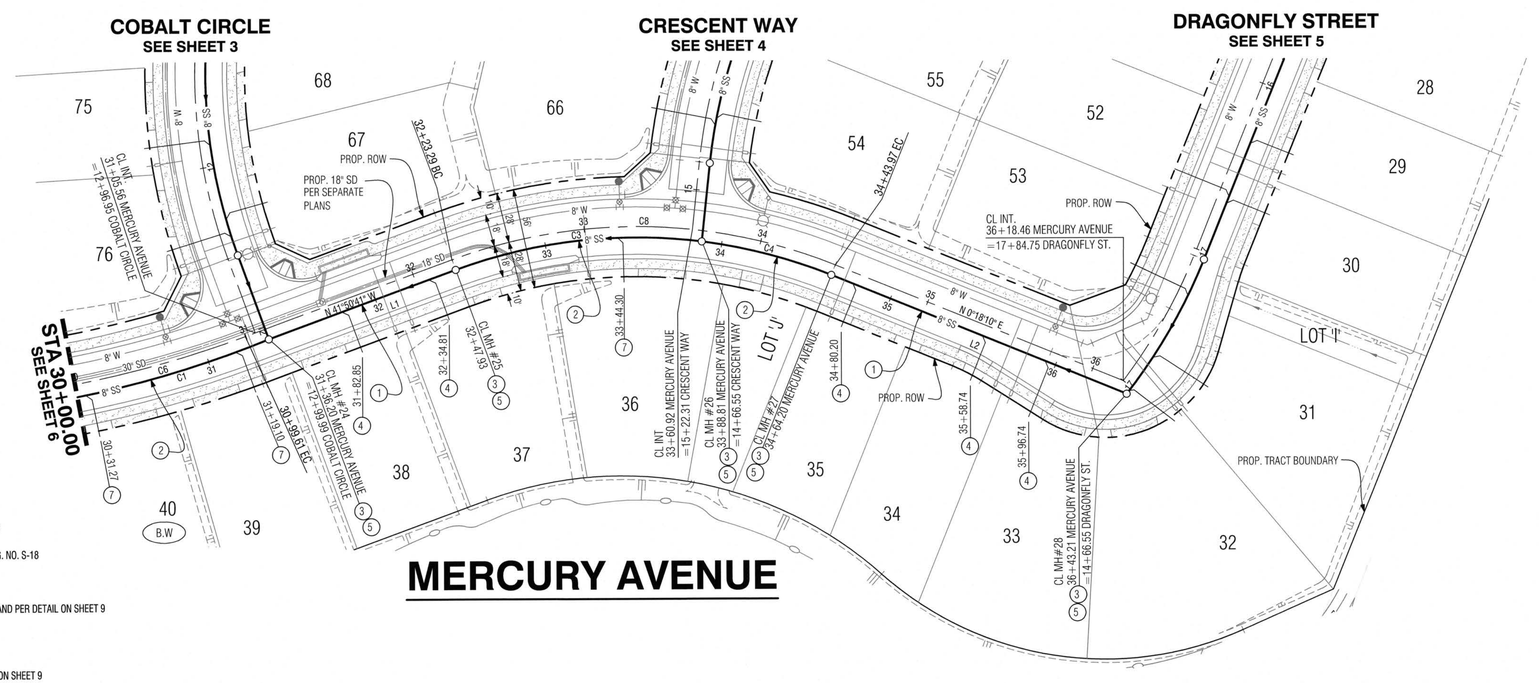


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 41°50'41" W	111.73'
L2	N 0°18'10" E	179.02'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	22°59'08"	600.00'	240.70'	121.99'
C3	27°27'16"	294.00'	140.88'	71.82'
C4	14°41'34"	294.00'	75.39'	37.90'
C6	42°51'37"	610.00'	456.31'	239.43'
C8	42°08'50"	300.00'	220.68'	115.60'

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
33	2681.5	2679.34	28	
34	2680.8	2679.34	28	
35	2680.0	2679.34	28	
36	2676.8	2674.33	26	
37	2673.6	2670.02	25	
38	2670.8	2670.02	25	
39	2668.8	2666.67	24	
40	2666.8	2666.67	24	X

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/11/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 2-2.
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
30+00.00 TO 36+43.21

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 9

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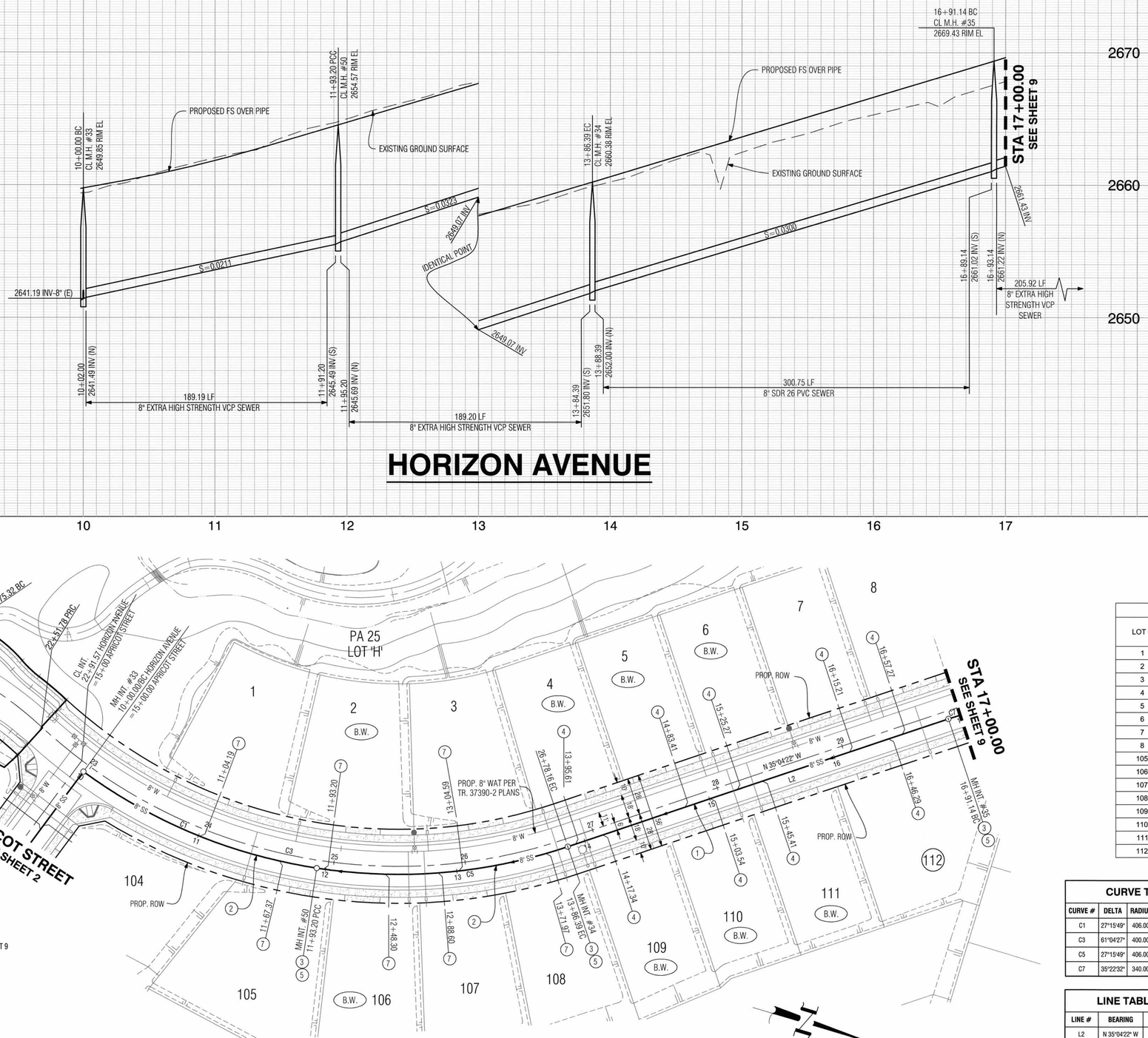
TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN



HORIZON AVENUE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
1	2655.4	2654.57	50	
2	2658.6	2660.28	34	X
3	2661.7	2660.28	34	
4	2664.0	2669.43	35	X
5	2665.9	2669.43	35	X
6	2667.8	2669.43	35	X
7	2669.8	2669.43	35	
8	2671.8	2669.43	35	
105	2657.0	2654.57	50	
106	2658.8	2660.28	34	X
107	2660.7	2660.28	34	
108	2662.6	2660.28	34	
109	2664.6	2669.43	35	X
110	2666.7	2669.43	35	X
111	2668.5	2669.43	35	X
112	2670.3	2669.43	35	

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	27°15'49"	406.00'	193.19'	98.46'
C3	61°04'27"	400.00'	426.38'	235.97'
C5	27°15'49"	406.00'	193.19'	98.46'
C7	35°22'32"	340.00'	209.92'	108.43'

LINE TABLE		
LINE #	BEARING	DISTANCE
L2	N 35°04'22" W	304.75'

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
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RCE# 052496 EXP. 12-31-20
6/1/2020
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6/9/2020
DATE

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ARTURO VELA, RCE #75696 EXP. 6/30/2022
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20
DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
10+00.00 TO 17+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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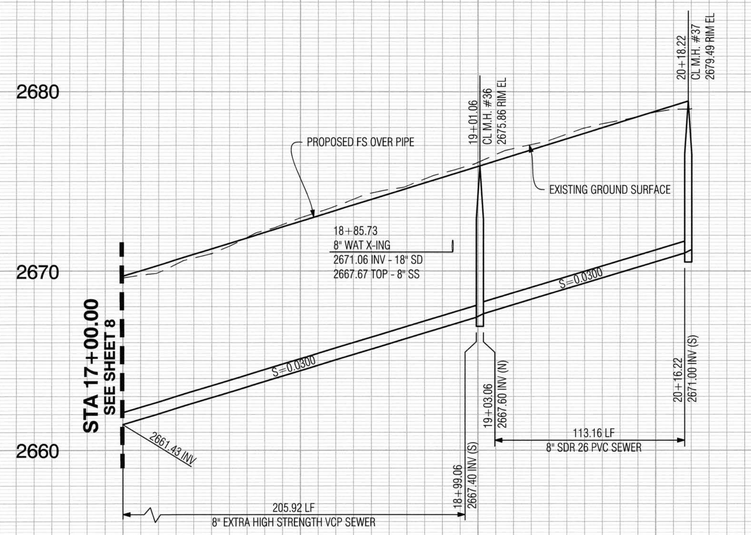
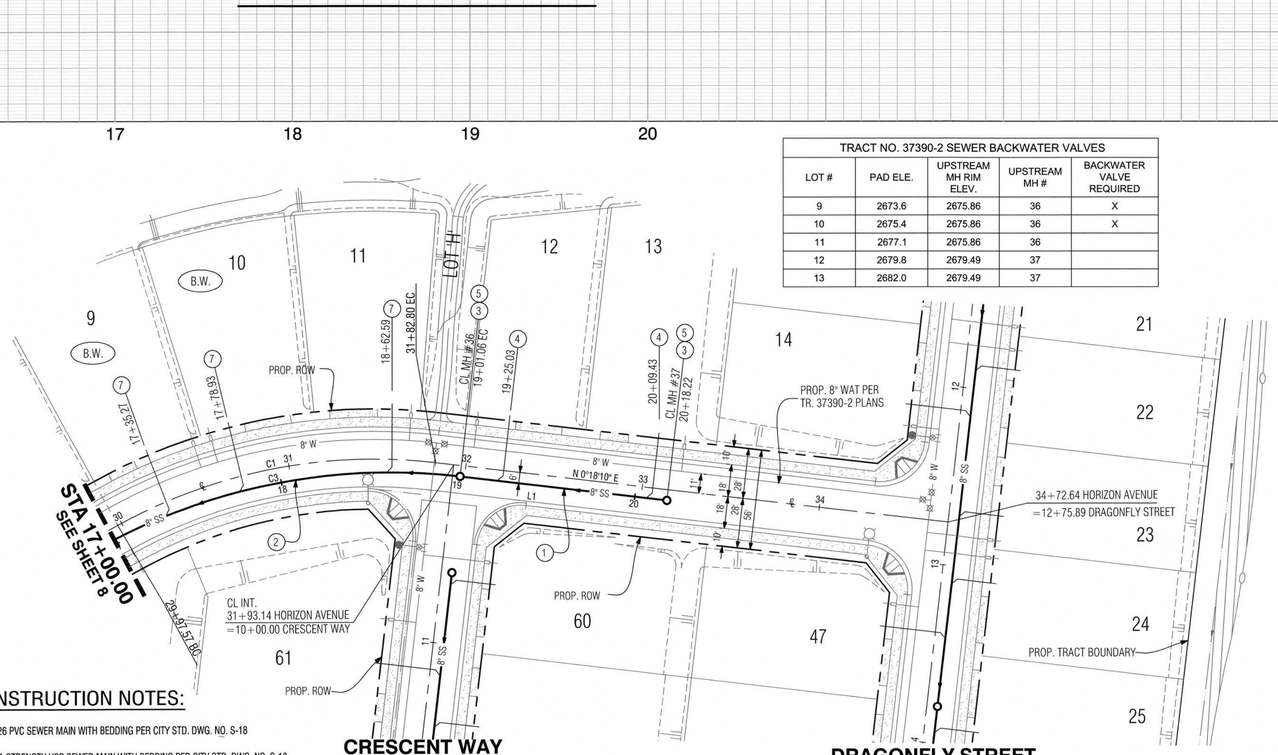


HORIZON AVENUE

TRACT NO. 37390-2 SEWER BACKWATER VALVES				
LOT #	PAD ELE.	UPSTREAM MH RIM ELEV.	UPSTREAM MH #	BACKWATER VALVE REQUIRED
9	2673.6	2675.86	36	X
10	2675.4	2675.86	36	X
11	2677.1	2675.86	36	
12	2679.8	2679.49	37	
13	2682.0	2679.49	37	

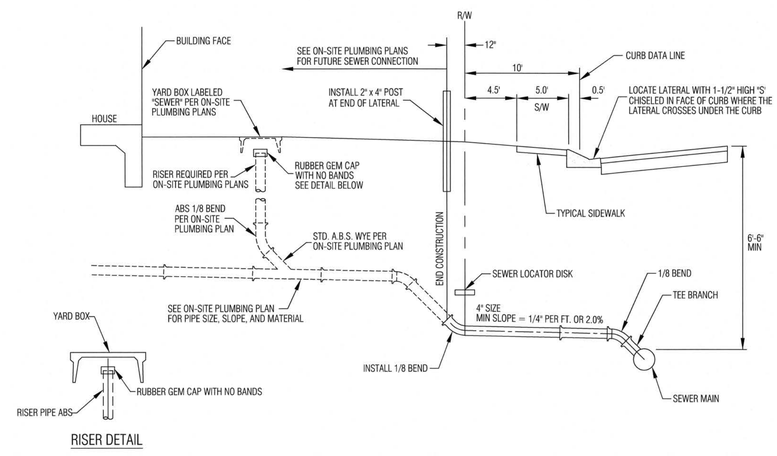


SEWER CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
2. INSTALL 8" EXTRA STRENGTH VCP SEWER MAIN WITH BEDDING PER CITY STD. DWG. NO. S-18
3. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
4. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 AND PER DETAIL ON SHEET 9
5. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER MODIFIED CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE AND PER DETAIL ON SHEET 9

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°18'10" E	117.16'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	35°22'32"	300.00'	185.23'	95.67'
C3	35°22'32"	340.00'	209.92'	108.43'



RISER DETAIL

4 7 HOUSE LATERAL
MODIFIED CITY STD. DWG. NO. S-22
N.T.S.

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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6/1/2020 DATE

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CITY OF BANNING

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6/9/2020 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
17+00.00 TO 20+18.22

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 9

TRACT NO. 37390-2, SEWER IMPROVEMENT PLAN

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37390-2 ATWELL

ON-SITE STREET IMPROVEMENT PLAN

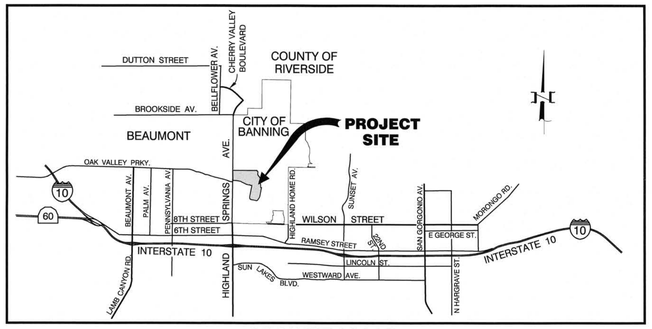
GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK: THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEER FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS.CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON- METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-277-2600 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCT/ON CONTROL STAKING.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/ OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/ OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.



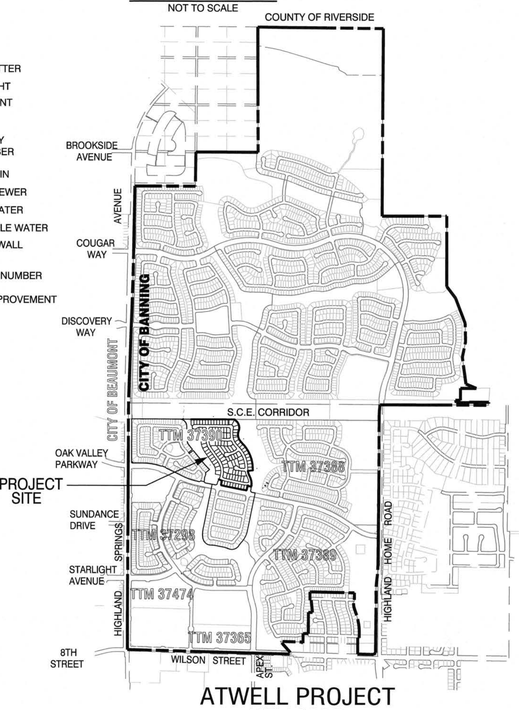
SHEET INDEX MAP

SCALE: 1"=300'



VICINITY MAP

NOT TO SCALE



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

LEGEND

	TRACT BOUNDARY
	STREET CENTERLINE
	SIDEWALK
	PROPOSED CURB & GUTTER
	PROPOSED STREET LIGHT
	PROPOSED FIRE HYDRANT
55	LOT NUMBER
87	HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER
SD	PROPOSED STORM DRAIN
SS	PROPOSED SANITARY SEWER
DW	PROPOSED POTABLE WATER
RCW	PROPOSED NON-POTABLE WATER
	PROPOSED RETAINING WALL
3	STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER
10	SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER

ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
RCW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
PA	PLANNING AREA
AVG.	AVERAGE
R/W	RIGHT OF WAY
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
CVC	CENTER VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING
F.H.	FIRE HYDRANT
BCR	BEGIN CURB RETURN
ECR	END CURB RETURN
R/W	RIGHT OF WAY

LEGAL DESCRIPTION

LOTS 1-7, 10; AND PORTIONS OF LOTS 8, 9, 10, 18, & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

408-120-001 THROUGH -005, -007 THROUGH -009
PORTIONS OF 408-120-006, -010, -012, -019, -020

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10

NPDES GENERAL NOTES:

SEE NPDES GENERAL NOTES SHEET 2.

RECOMMENDED FOR ACCEPTANCE BY:
STEVEN LATINO, PE
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
6/4/2020

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. CITY OF BEAUMONT MUNICIPAL CODE AND STANDARD SPECIFICATIONS.
3. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007, FOR CITY OF BEAUMONT.
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD PLANS", 2018 EDITION.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS", 2015.
6. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, REVISION 4.
7. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

SHEET INDEX

SHEET	1	TITLE SHEET, GENERAL NOTES, SHEET INDEX MAP, AND VICINITY MAP
SHEET	2	TYPICAL STREET SECTIONS, DETAILS, CONSTRUCTION NOTES AND QTYS
SHEET	3	DETAILS
SHEET	4-5	HORIZON AVENUE - STREET PLAN AND PROFILE
SHEET	6-7	MERCURY AVENUE - STREET PLAN AND PROFILE
SHEET	8	APRICOT STREET - STREET PLAN AND PROFILE
SHEET	9	COBALT CIRCLE & CALIFORNIA CIRCLE - STREET PLAN AND PROFILE
SHEET	10	CRESCENT WAY - STREET PLAN AND PROFILE
SHEET	11	DRAGONFLY STREET - STREET PLAN AND PROFILE
SHEET	12-13	SIGNING AND STRIPING PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/10/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TITLE SHEET & SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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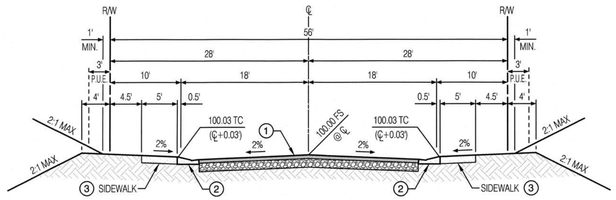
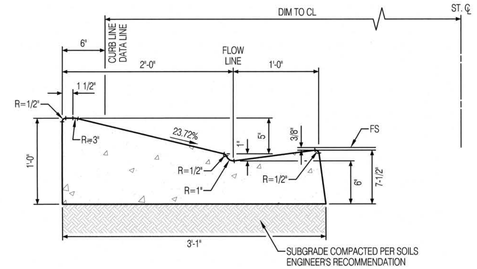


HORIZON AVENUE, MERCURY AVENUE, APRICOT STREET, CALIFORNIA CIRCLE, COBALT CIRCLE, CRESCENT WAY, DRAGONFLY STREET (PUBLIC)

(MODIFIED LOCAL RESIDENTIAL STREET) TI=5.5

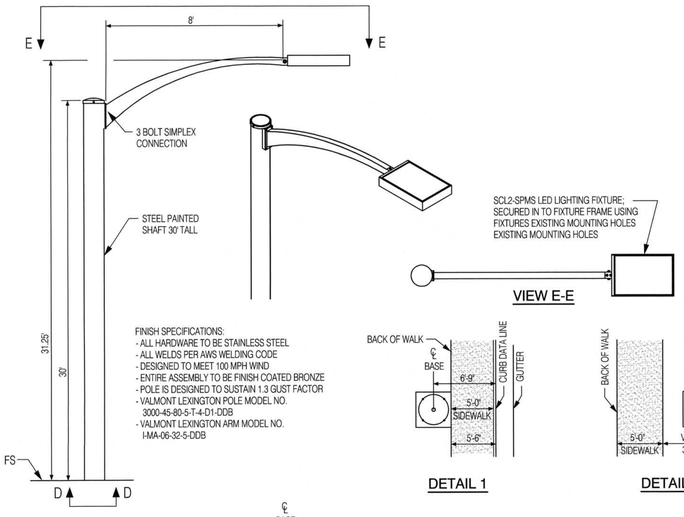
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEERS RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISH WORK SHALL PROVIDENT AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%
8. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF A ACCESS RAMP.

(2) 6" WEDGE CURB & GUTTER CURB

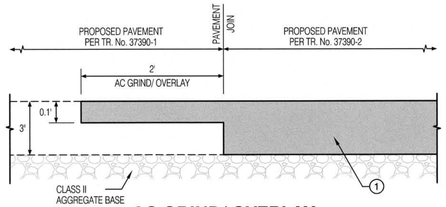
NTS



NOTES:
1. THE BOLT PATTERN TEMPLATE SHOWN IS TYPICAL FOR MANY POLES. CONTRACTOR TO OBTAIN PROPER TEMPLATE FOR THE SPECIFIC POLE USED.
2. CONTACT THE C.O.B. ELECTRIC INSPECTOR 24 HOURS PRIOR TO POURING THE CONCRETE BASE. THE CONCRETE BASE MUST SIT FOR A MINIMUM OF 3 DAYS BEFORE INSTALLING STREETLIGHT POLE.
3. THE STREETLIGHT FOUNDATION SHALL BE CONSTRUCTED IN ONE POUR OF CONCRETE CLASS 560-C-3250 WITH A MAXIMUM 4-INCH SLUMP PER REQUIREMENTS LISTED IN SECTION 201 OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION. THE BOTTOM OF THE FOUNDATION SHALL REST SECURELY ON FIRM, UNDISTURBED SOIL AND SURROUNDING SOIL MUST BE COMPACTED TO AT LEAST 90%.
4. IN EXTREME SOIL CONDITIONS AND WITH WRITTEN APPROVAL BY THE C.O.B. ELECTRIC INSPECTOR, 30' OF #6 BARE COPPER SOFT-DRAWN WIRE MAY BE INSTALLED IN LIEU OF THE PREFERRED GROUND ROD. 24' OF THIS GROUND MUST BE SPOOLED ABOVE THE CONCRETE BASE INSIDE OF THE STREETLIGHT POLE AND THE EXCESS WIRE BELOW THE CONCRETE BASE MUST BE COILED NEATLY IN THE FIRMLY TAMPED SOIL.

(11) LED SOLAR STREET LIGHT INSTALLATION BEHIND SIDEWALK

NTS



(13) AC GRIND/ OVERLAY

NTS

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

	STREET IMPROVEMENTS	UNIT	QUANTITY
1	CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.	SF	164,140
2	CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.	LF	9,790
3	CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.	SF	265
4	CONSTRUCT 4" THICK P.C.C. SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').	SF	49,405
5	CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.	EA	14
6	CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.	SF	4,305
7	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLAN.	EA	6
8	ADJUST WATER VALVE TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	39
9	ADJUST SEWER MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	31
10	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	4
11	INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.	EA	12
12	REMOVE 2x4 REDWOOD HEADER.	LF	75
13	CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. HEREON.	SF	130
	SIGNING AND STRIPING	**UNIT**	**QUANTITY**
20	INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 13.	EA	6
21	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL ON SHT. NO. 12.	EA	7
22	INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DETAIL ON SHT. NO. 12.	EA	8
23	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	7
24	INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.	LF	126
25	INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.	EA	18

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 4/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
TYPICAL STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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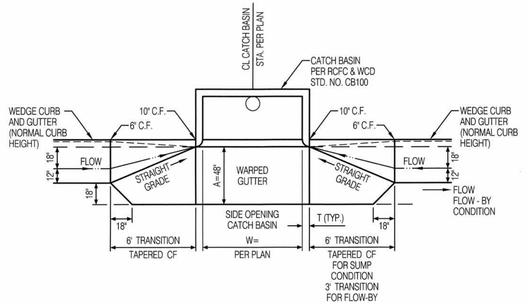
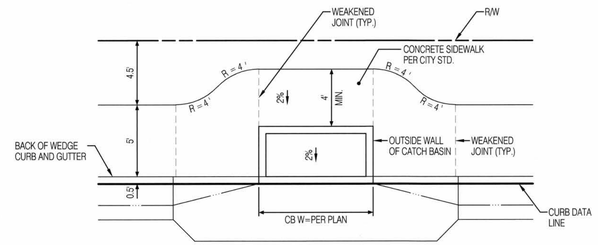


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED.
   T=SEE STANDARD DRAWING 300(A) DIMENSIONS.
   W=4 FEET MIN., UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS "B" CONCRETE.

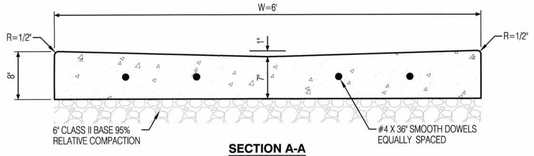
7 MODIFIED LOCAL DEPRESSION

R.C.F.C. & W.C.D. STD. DWG. NO. LD201
NTS

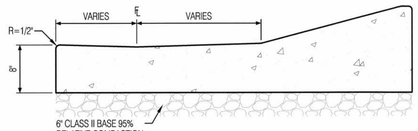


3 EXTENDED SIDEWALK AT CATCH BASIN

CB #1-4 & CB #T-1
NTS



SECTION A-A



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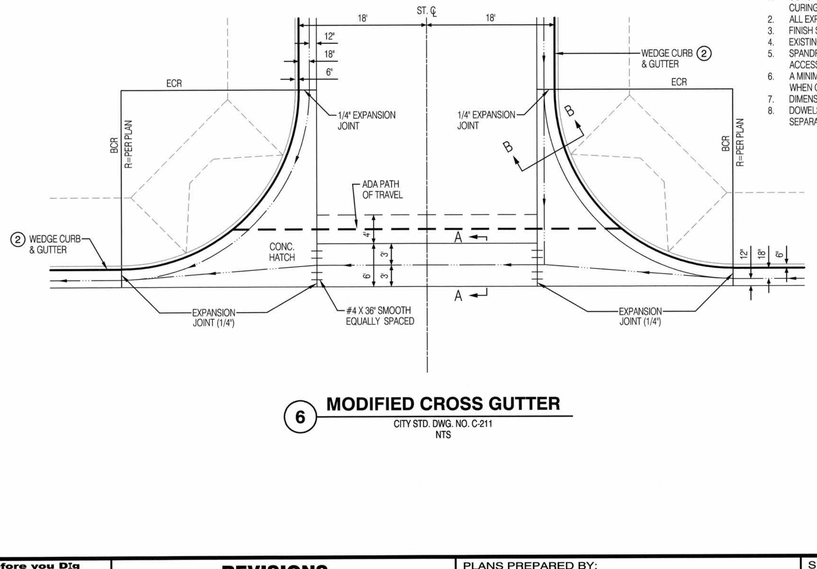
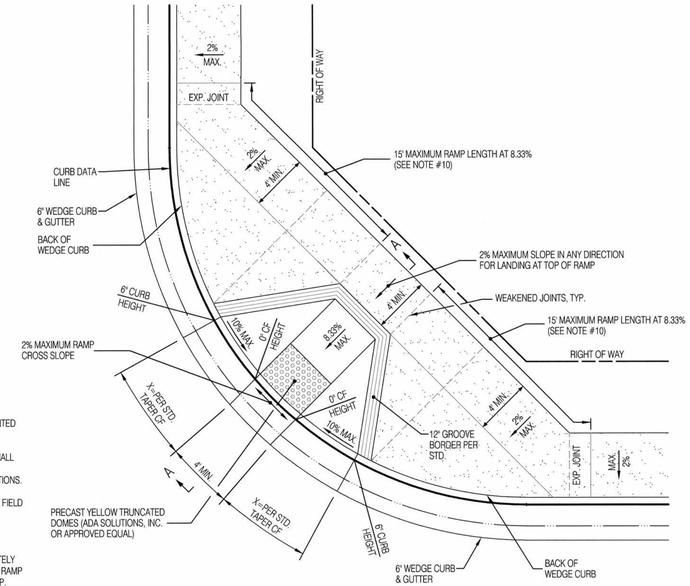


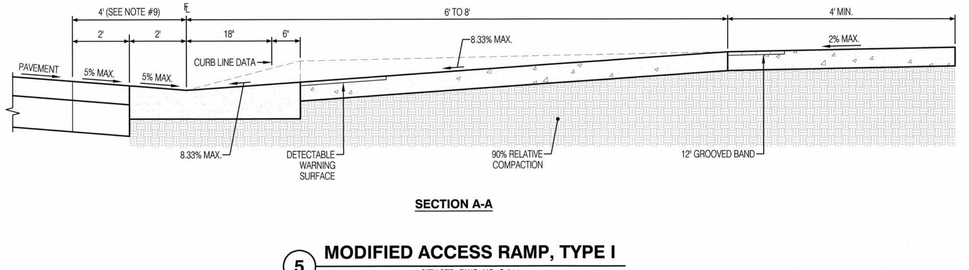
NOTES:
1. CONCRETE SHALL BE CLASS 560-C-3250 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2" RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. SPANDREL WEAKENED PLANE JOINT LOCATIONS WILL BE DETERMINED BY ACCESS RAMP LOCATIONS.
6. A MINIMUM OF 1' WIDE AC PAVEMENT (FULL DEPTH) REPAIR PATCH IS REQUIRED WHEN CROSS-GUTTER IS PLACED ADJACENT TO EXISTING A.C. PAVEMENT.
7. DIMENSIONS MAY BE INCREASED DEPENDING ON DRAINAGE CONSIDERATIONS.
8. DOWELS REQUIRED WHEN CROSS-GUTTER AND SPANDREL POURED SEPARATELY.

6 MODIFIED CROSS GUTTER

CITY STD. DWG. NO. C-211
NTS



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL ACCESS RAMPS SHALL CONFORM TO ADA CURRENT REQUIREMENTS.
3. P.C.C. THICKNESS OF 4" FROM BCR TO ECR, RAMP AND LANDING AREAS SHALL BE MONOLITHIC JOINTS SHALL HAVE EDGES WITH 1/4" RADIUS.
4. LANDING AT TOP OF RAMP SHALL HAVE 2% MAXIMUM SLOPE AT ALL DIRECTIONS.
5. RAMP SURFACE AND FLARED SIDES SHALL BE SLIP RESISTANT.
6. DIMENSIONS SHOWN FOR SLOPING PORTIONS OF RAMP MAY VARY DUE TO FIELD CONDITIONS.
7. WHERE NEW SIDEWALK JOINS EXISTING WITH DIFFERENT WIDTHS, A 5:1 TRANSITION IS REQUIRED.
8. DETECTABLE WARNING MATERIAL TO BE APPROVED BY CITY ENGINEER.
9. MAXIMUM SLOPES OF ADJOINING GUTTERS: THE ROAD SURFACE IMMEDIATELY ADJACENT TO THE CURB RAMP AND CONTINUOUS PASSAGE TO THE CURB RAMP SHALL NOT EXCEED 5% WITHIN 4 FEET OF THE BOTTOM OF THE CURB RAMP.
10. RAMP MAY BE STEEPER IF THE LENGTH IS AT MAXIMUM 15'.



SECTION A-A

5 MODIFIED ACCESS RAMP, TYPE I

CITY STD. DWG. NO. C-214
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/11/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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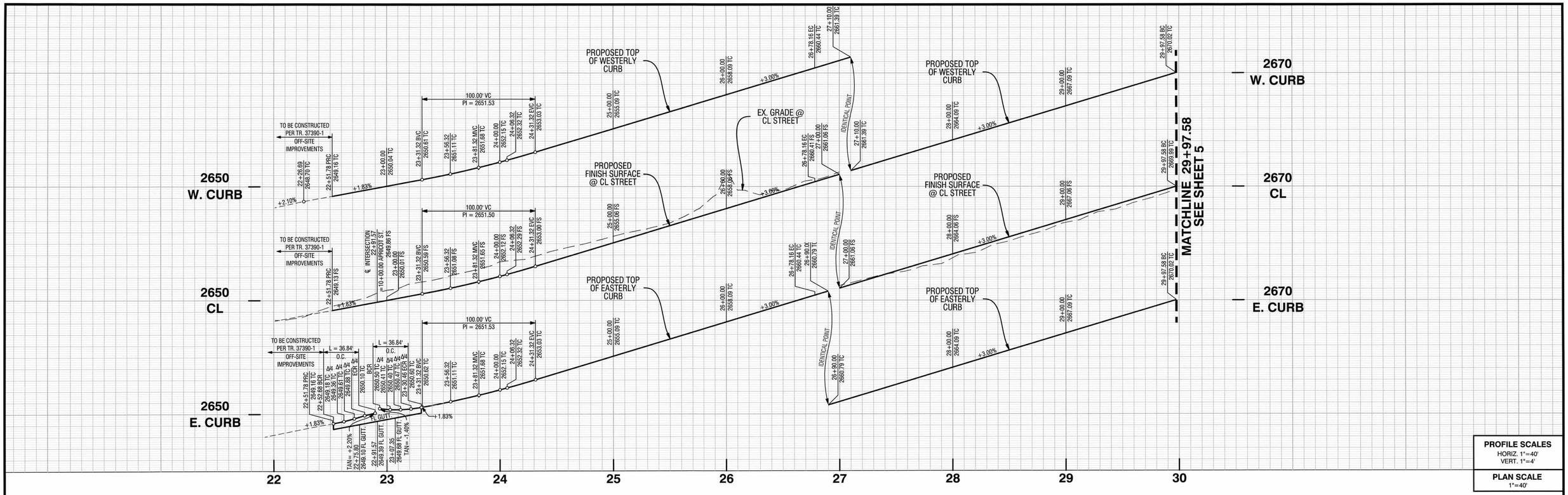
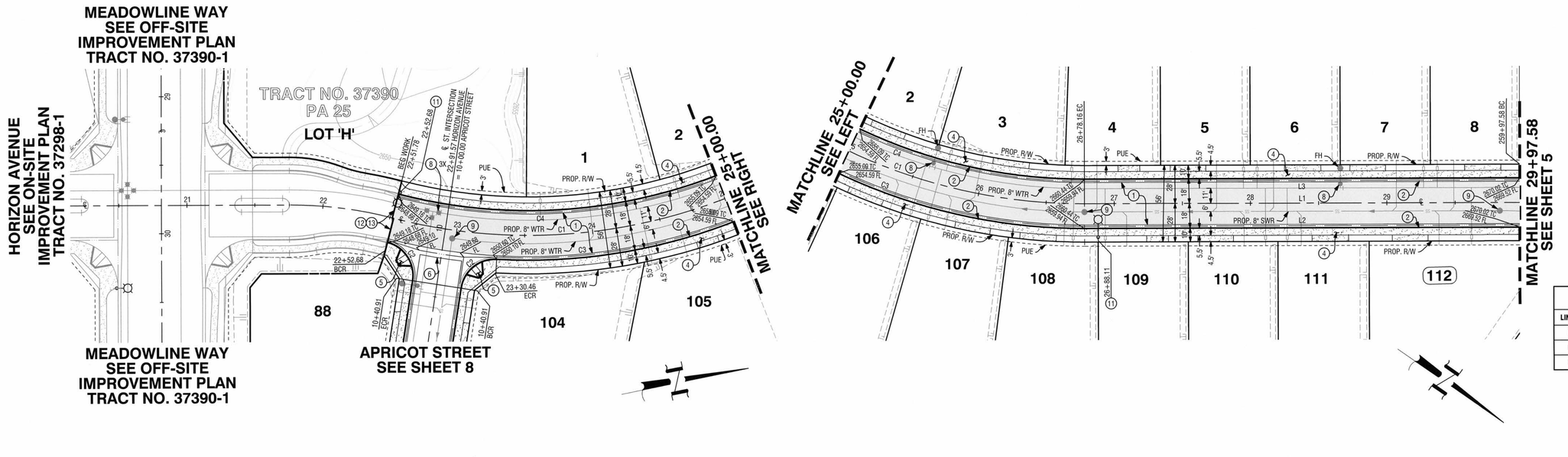


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.
12. REMOVE 2x4 REDWOOD HEADER.
13. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 35°04'22" W	319.42'
L2	N 35°04'22" W	319.42'
L3	N 35°04'22" W	319.42'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	61°04'27"	400.00'	426.38'	235.97'
C2	84°25'47"	25.00'	36.84'	22.68'
C3	49°48'14"	418.00'	363.34'	194.05'
C4	61°04'27"	382.00'	407.19'	225.35'

HORIZON AVENUE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/4/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
STA. 22+51.78 TO 29+97.58

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 13

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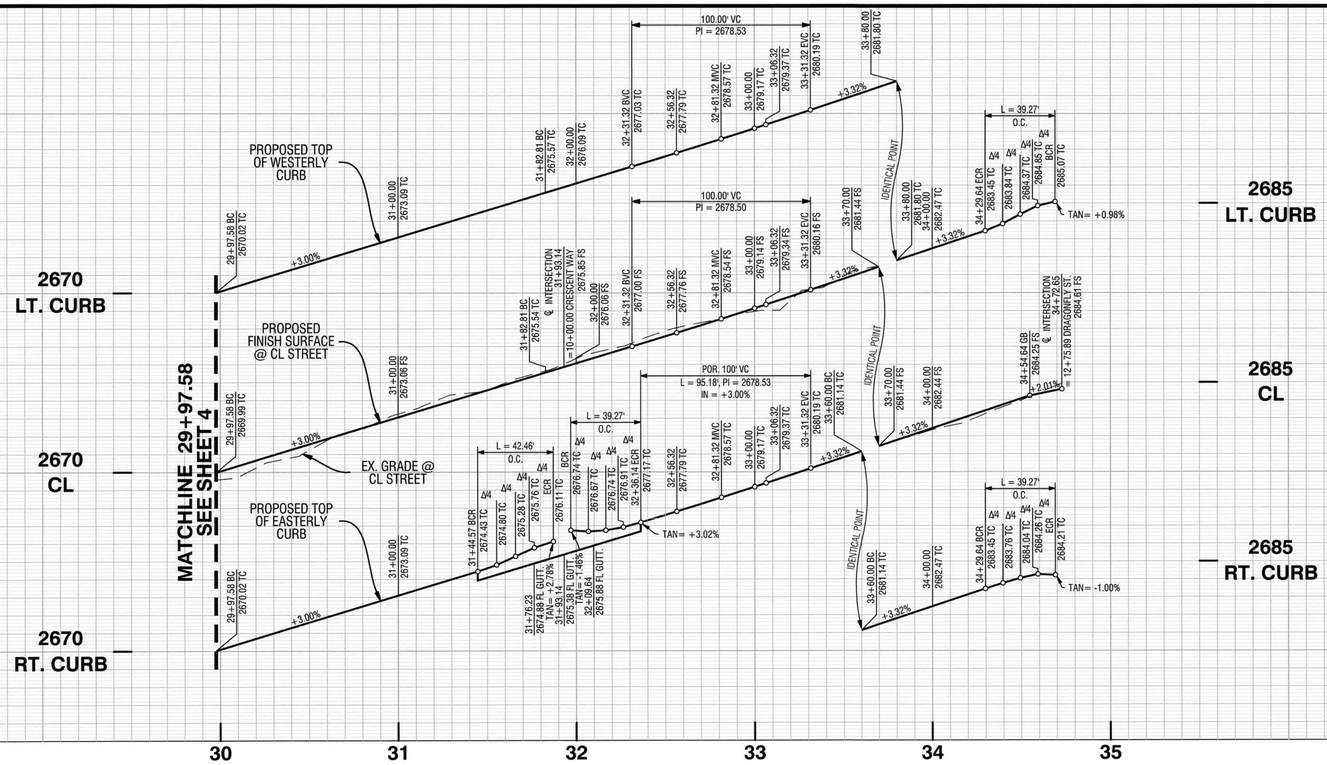
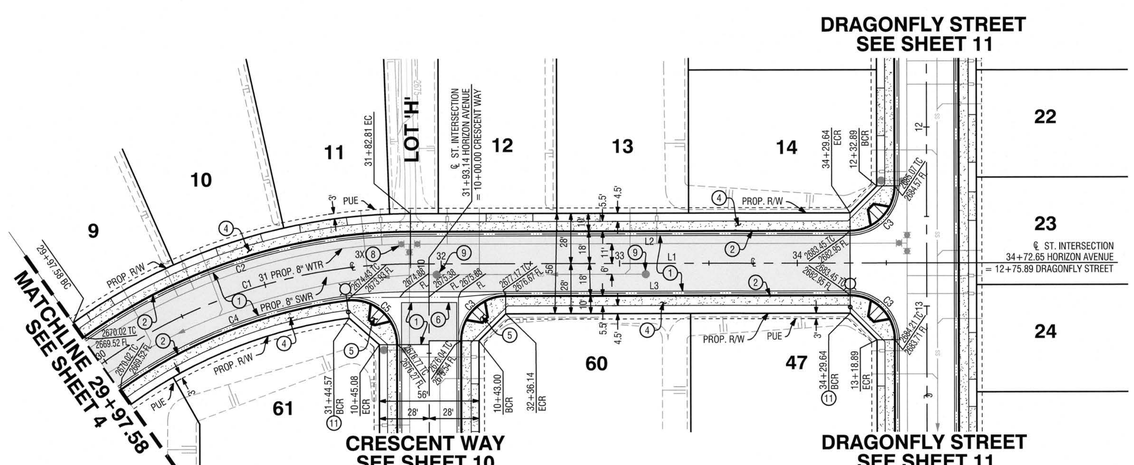
TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN





HORIZON AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°18'10" E	289.84'
L2	N 0°18'10" E	246.84'
L3	N 0°18'10" E	193.50'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	35°22'32"	300.00'	185.23'	95.67'
C2	35°22'32"	318.00'	196.34'	101.41'
C3	90°00'00"	25.00'	39.27'	25.00'
C4	28°04'28"	282.00'	138.18'	70.51'
C5	97°18'04"	25.00'	42.46'	28.41'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
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Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
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SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
HORIZON AVENUE
STA. 29+97.58 TO 34+72.65

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 13

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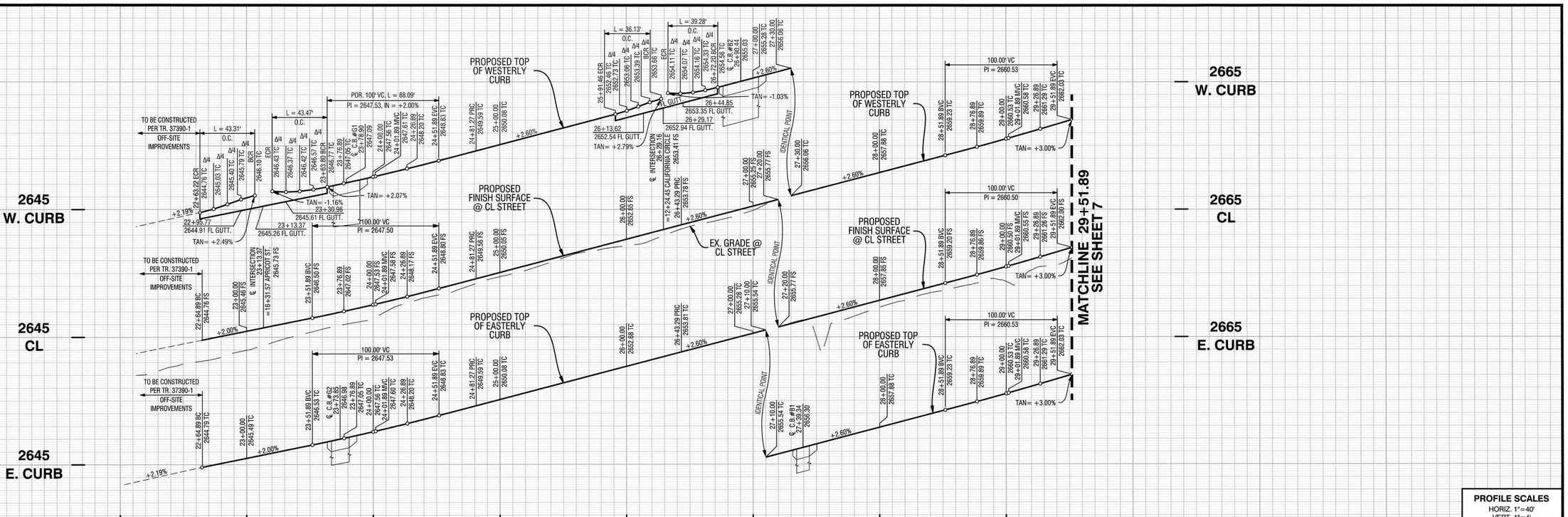
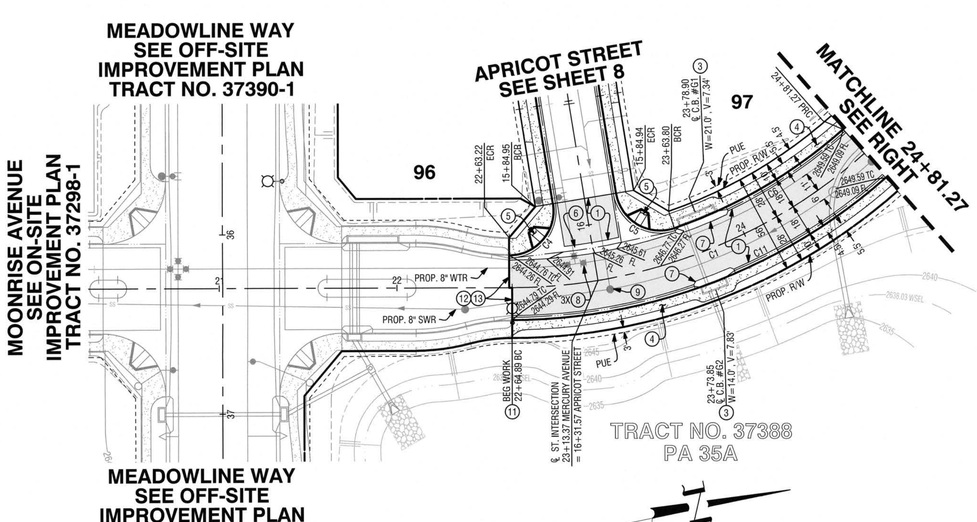
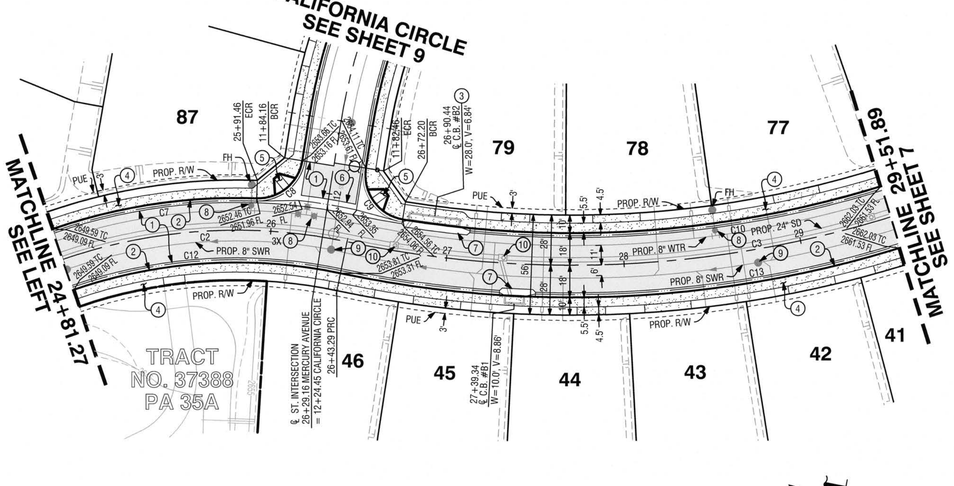
TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN







MERCURY AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
3. CONSTRUCT EXTENDED SIDEWALK AT CATCH BASIN PER DET. SHT. NO. 3.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
7. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.
12. REMOVE 2x4 REDWOOD HEADER.
13. CONSTRUCT 0.10' AC GRIND & MINIMUM 0.10' AC OVERLAY PER DET. SHT. NO. 2

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	41°19'35"	300.00'	216.38'	113.14'
C2	30°56'37"	300.00'	162.02'	83.04'
C3	42°51'37"	610.00'	456.31'	239.43'
C4	99°15'30"	25.00'	43.31'	29.41'
C5	99°37'54"	25.00'	43.47'	29.60'
C6	22°26'10"	282.00'	110.43'	55.93'
C7	21°02'38"	318.00'	116.80'	59.06'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C8	82°47'54"	25.00'	36.13'	22.04'
C9	90°01'00"	25.00'	39.28'	25.01'
C10	36°23'57"	592.00'	376.09'	194.63'
C11	41°19'35"	318.00'	229.37'	119.93'
C12	30°56'37"	282.00'	152.30'	78.06'
C13	42°51'37"	628.00'	469.78'	246.49'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easily.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
STA. 22+63.22 TO 29+51.89

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 13

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-2 (PA 7)
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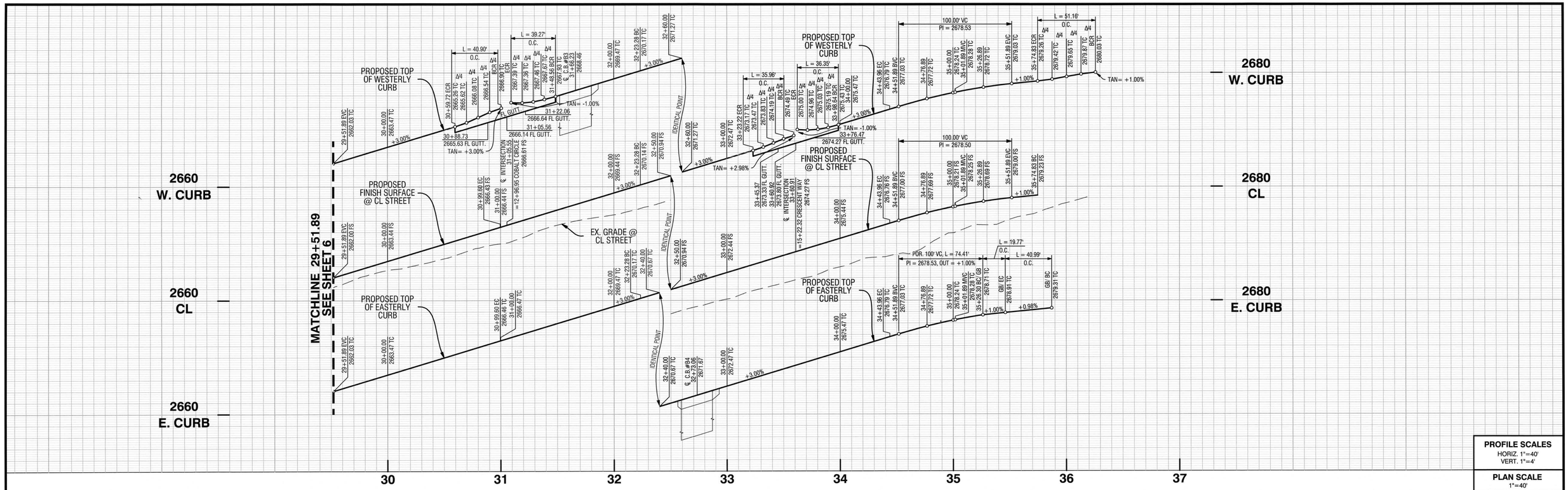
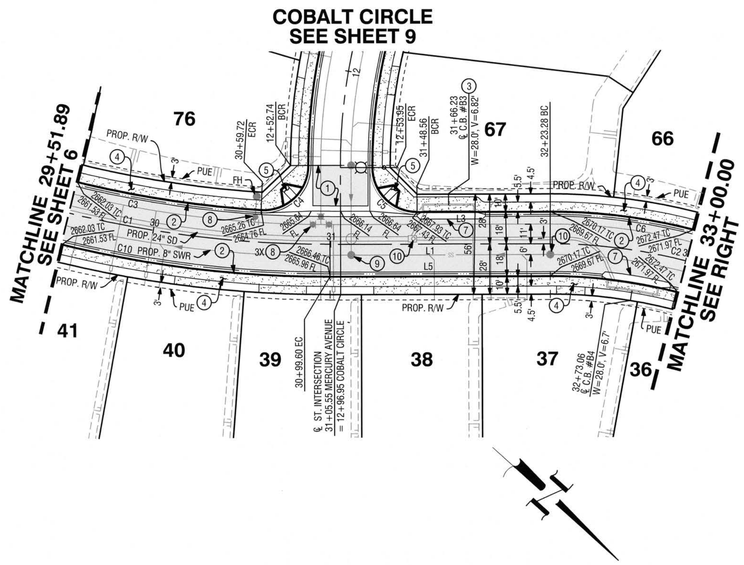
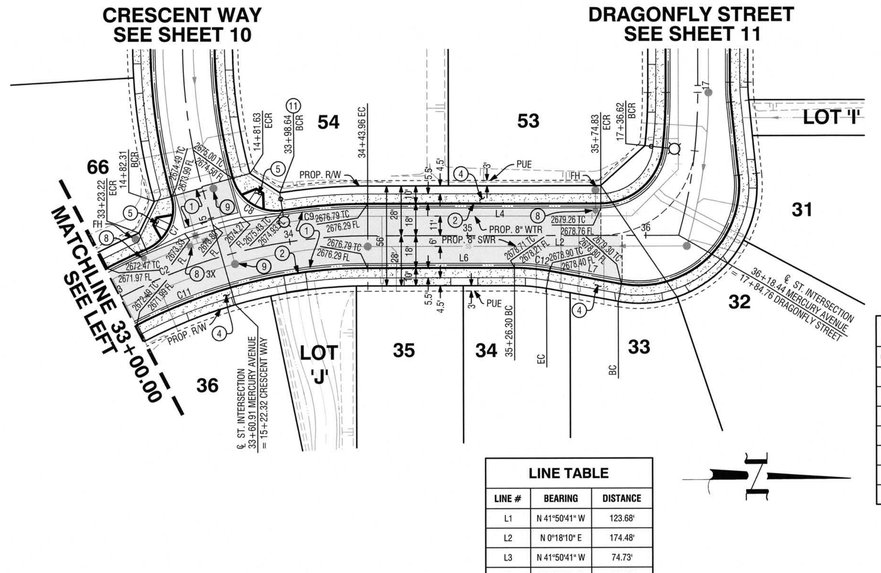
TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN







MERCURY AVENUE

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
6. CONSTRUCT MODIFIED CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 AND DET. SHT. NO. 3.
7. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 AND DET. SHT. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
10. ADJUST STORM DRAIN MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	42°51'37"	610.00'	456.31'	239.43'
C2	42°08'50"	300.00'	220.68'	115.60'
C3	36°23'57"	592.00'	376.09'	194.63'
C4	93°44'47"	25.00'	40.90'	26.69'
C5	90°00'00"	25.00'	39.27'	25.00'
C6	19°05'05"	318.00'	105.92'	53.46'
C7	82°24'53"	25.00'	35.96'	21.89'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C8	83°18'35"	25.00'	36.35'	22.24'
C9	8°39'31"	318.00'	48.06'	24.07'
C10	42°51'37"	628.00'	469.78'	246.49'
C11	42°08'50"	282.00'	207.44'	108.67'
C12	10°17'49"	110.00'	19.77'	9.91'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 41°50'41" W	123.68'
L2	N 0°18'10" E	174.48'
L3	N 41°50'41" W	74.73'
L4	N 0°18'10" E	130.85'
L5	N 41°50'41" W	123.68'
L6	N 0°18'10" E	82.32'
L7	N 10°35'58" E	40.99'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

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REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/4/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
MERCURY AVENUE
STA. 29+51.89 TO 36+18.44

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-2 (PA 7)
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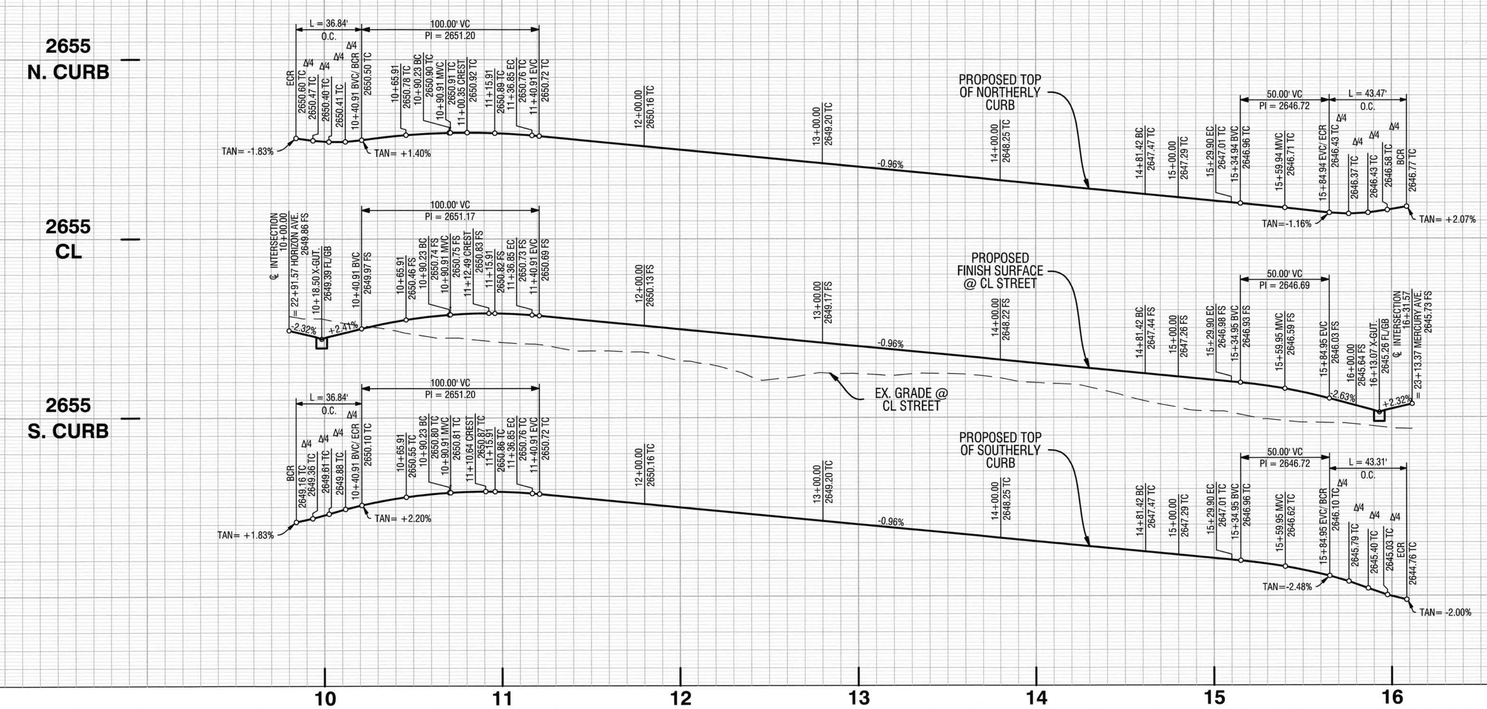
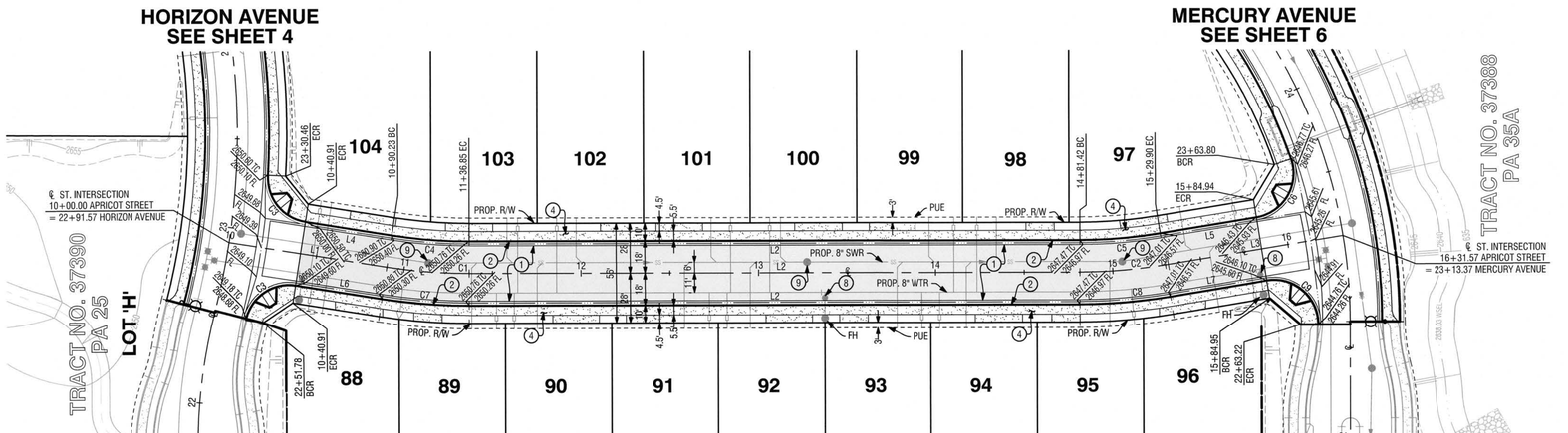


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

HORIZON AVENUE
SEE SHEET 4

MERCURY AVENUE
SEE SHEET 6



HORIZON AVENUE
SEE OFF-SITE IMPROVEMENT PLAN TRACT NO. 37390-1

MERCURY AVENUE
SEE OFF-SITE IMPROVEMENT PLAN TRACT NO. 37390-1

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 69°41'55" E	90.23'
L2	S 78°36'07" E	344.57'
L3	S 87°51'37" E	101.67'
L4	N 69°41'55" W	49.32'
L5	N 87°51'37" W	55.05'
L6	S 69°41'55" E	49.32'
L7	S 87°51'37" E	55.06'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°54'11"	300.00'	46.62'	23.36'
C2	9°15'30"	300.00'	48.48'	24.29'
C3	84°25'47"	25.00'	36.84'	22.68'
C4	8°54'12"	282.00'	43.82'	21.95'
C5	9°15'30"	282.00'	45.57'	22.83'
C6	99°37'54"	25.00'	43.47'	29.60'
C7	8°54'11"	318.01'	49.41'	24.76'
C8	9°15'30"	318.00'	51.39'	25.75'
C9	99°15'30"	25.00'	43.31'	29.41'

N

0 20 40 80 160
1"=40' GRAPHIC SCALE

APRICOT STREET

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/24/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
APRICOT STREET
STA. 10+00.00 TO 16+31.57

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENG\ENGRING\Plans\Street\37390-2 (PA 7)
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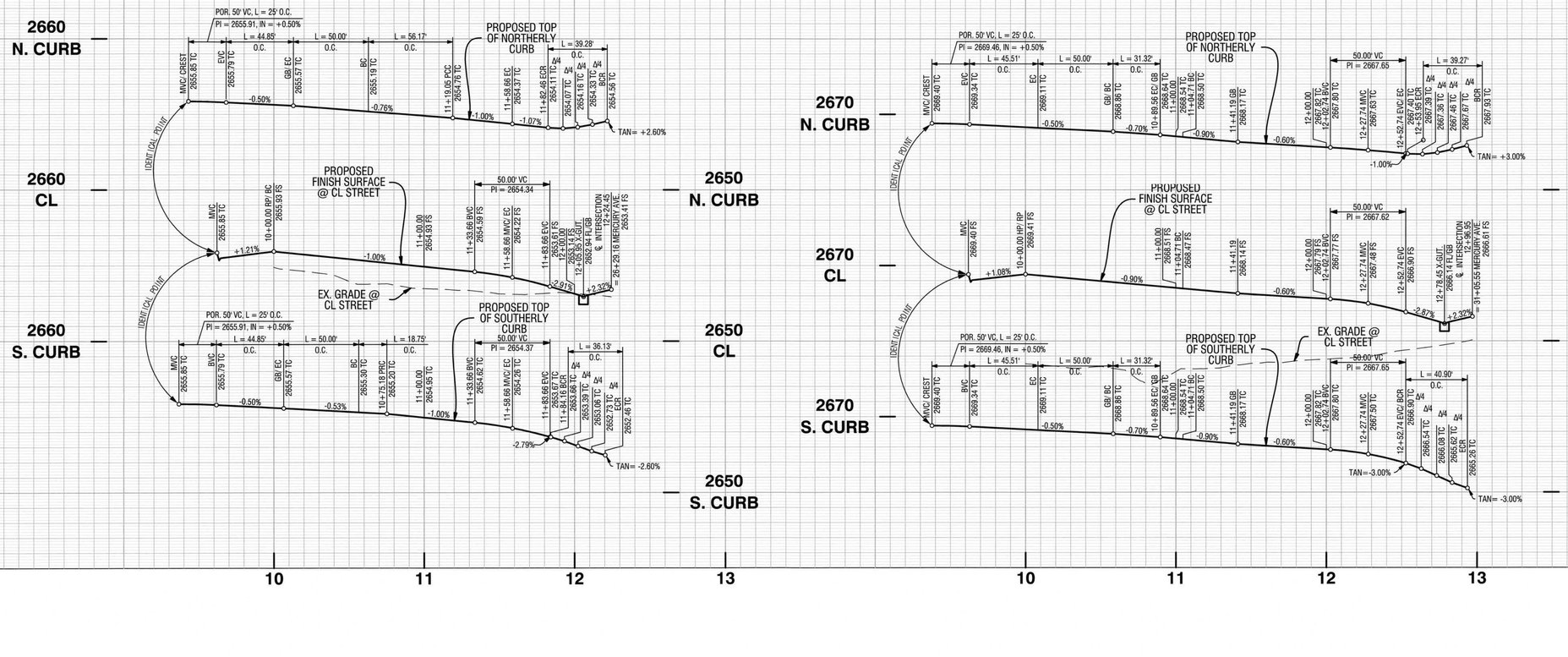
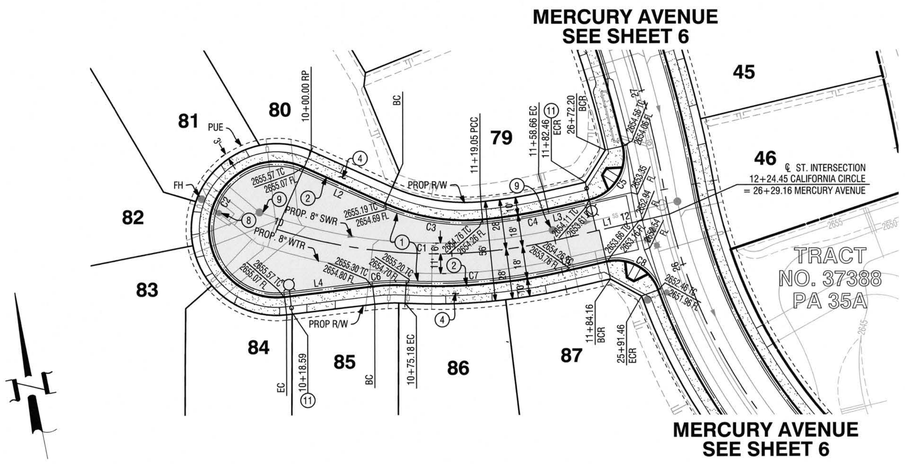


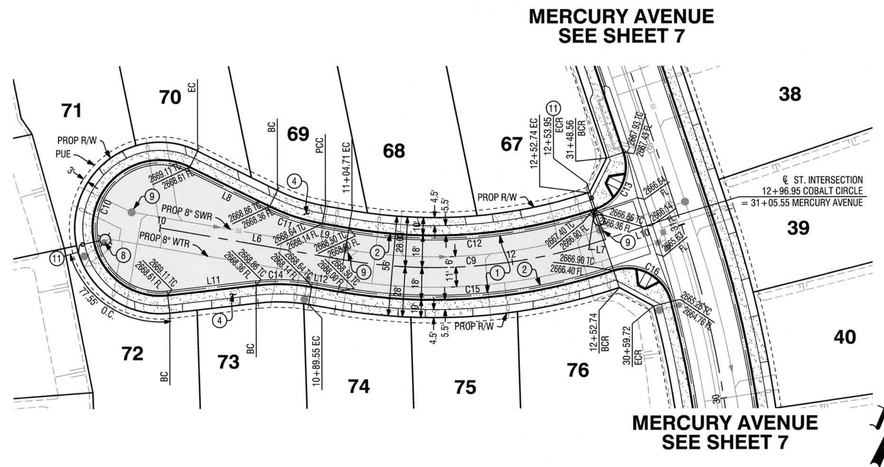
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.





LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 88°19'03" E	65.79'
L2	N 54°51'42" W	50.00'
L3	N 88°19'03" E	23.80'
L4	N 85°30'23" W	50.00'
L5	N 88°19'03" E	25.50'
L6	N 76°25'36" E	104.71'

LINE TABLE		
LINE #	BEARING	DISTANCE
L7	N 48°09'19" E	1.21'
L8	N 87°15'44" W	50.00'
L9	N 76°25'36" E	15.15'
L10	N 48°09'19" E	44.21'
L11	N 60°06'55" E	50.00'
L12	N 76°25'36" E	15.15'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	30°18'08"	300.00'	158.66'	81.23'
C2	210°38'41"	38.00'	139.70'	138.69'
C3	29°15'23"	110.00'	56.17'	28.71'
C4	7°33'53"	282.01'	37.23'	18.64'
C5	90°01'00"	25.00'	39.28'	25.01'
C6	9°46'08"	110.00'	18.75'	9.40'
C7	15°56'42"	318.00'	88.50'	44.54'
C8	82°47'54"	25.00'	36.13'	22.04'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C9	28°16'17"	300.00'	148.03'	75.55'
C10	212°37'21"	38.00'	141.02'	129.86'
C11	16°18'40"	110.00'	31.32'	15.76'
C12	28°16'17"	282.00'	139.15'	71.02'
C13	90°00'00"	25.00'	39.27'	25.00'
C14	16°18'40"	110.00'	31.32'	15.76'
C15	28°16'17"	318.00'	156.91'	80.09'
C16	93°44'47"	25.00'	40.90'	26.69'

CALIFORNIA CIRCLE

COBALT CIRCLE

0 20 40 80 160
1"=40'
GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
6/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75896 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/20/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CALIFORNIA CIRCLE COBALT CIRCLE
STA. 10+00.00 TO 12+24.45 STA. 10+00.00 TO 12+96.95

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-2 (PA 7)
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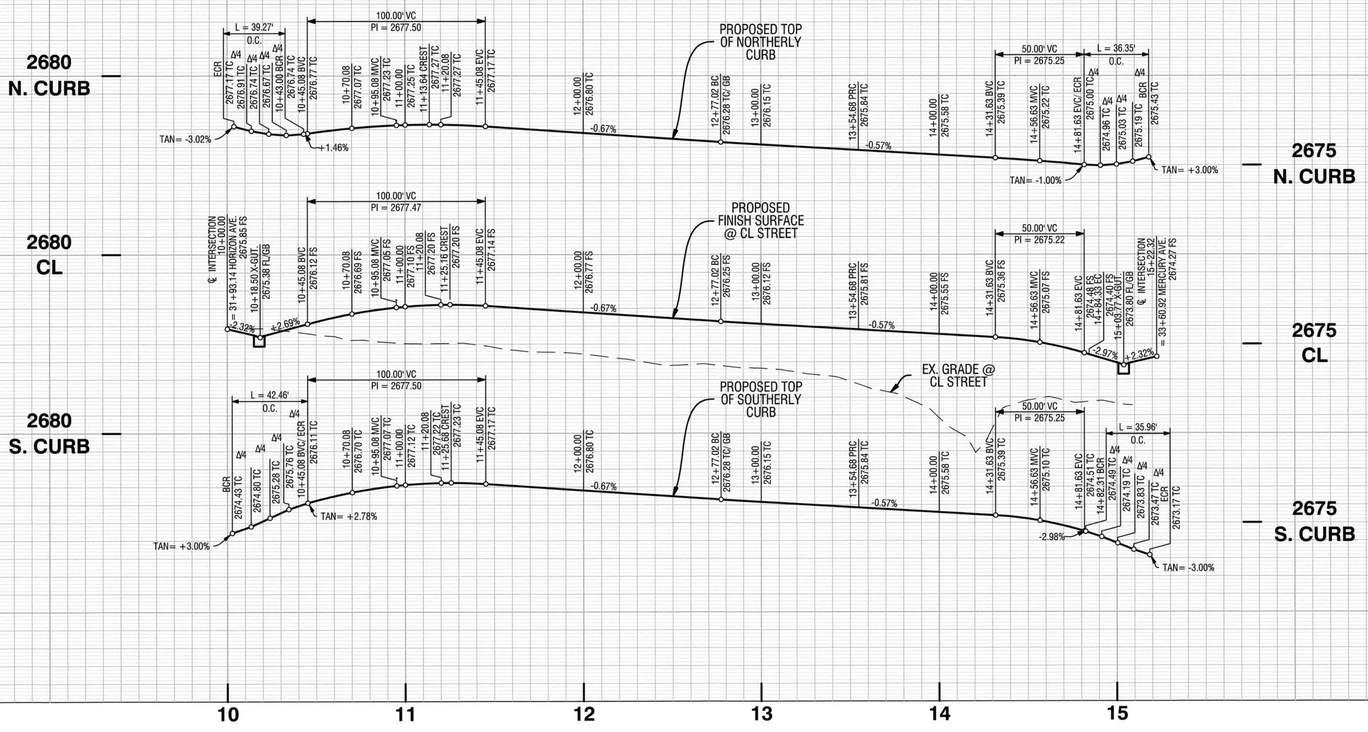

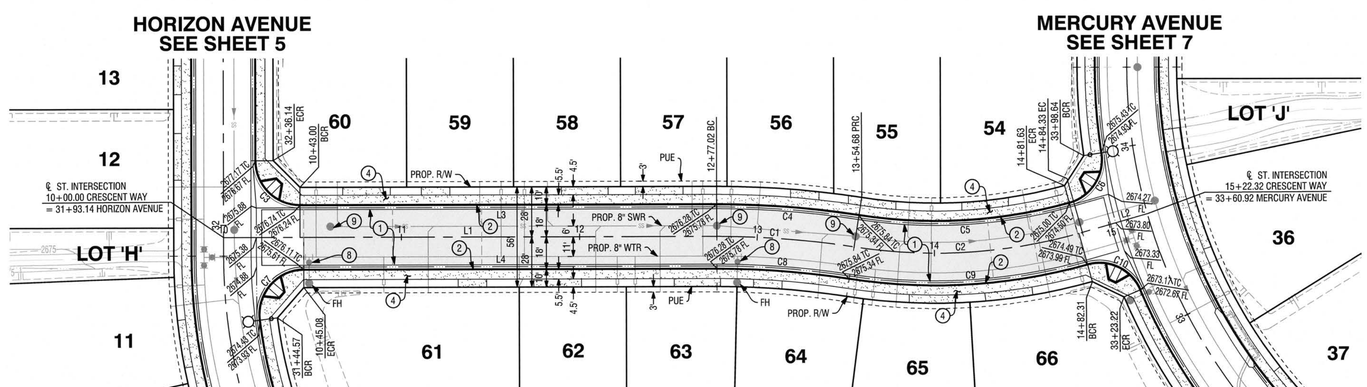

CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 89°41'50" E	277.02'
L2	N 74°26'26" E	37.99'
L3	N 89°41'50" W	234.02'
L4	S 89°41'50" E	231.93'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°53'55"	500.00'	77.66'	38.91'
C2	24°45'39"	300.00'	129.65'	65.85'
C3	90°00'00"	25.00'	39.27'	25.00'
C4	8°53'55"	518.00'	80.45'	40.31'
C5	24°14'52"	282.00'	119.34'	60.58'
C6	83°18'35"	25.00'	36.35'	22.24'
C7	97°18'04"	25.00'	42.46'	28.41'
C8	8°53'55"	482.00'	74.86'	37.51'
C9	24°22'34"	318.00'	135.29'	68.68'
C10	82°24'53"	25.00'	35.96'	21.89'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

0 20 40 80 160
1"=40'
GRAPHIC SCALE

CRESCENT WAY

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
CRESCENT WAY
STA. 10+00.00 TO 15+22.32

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 13

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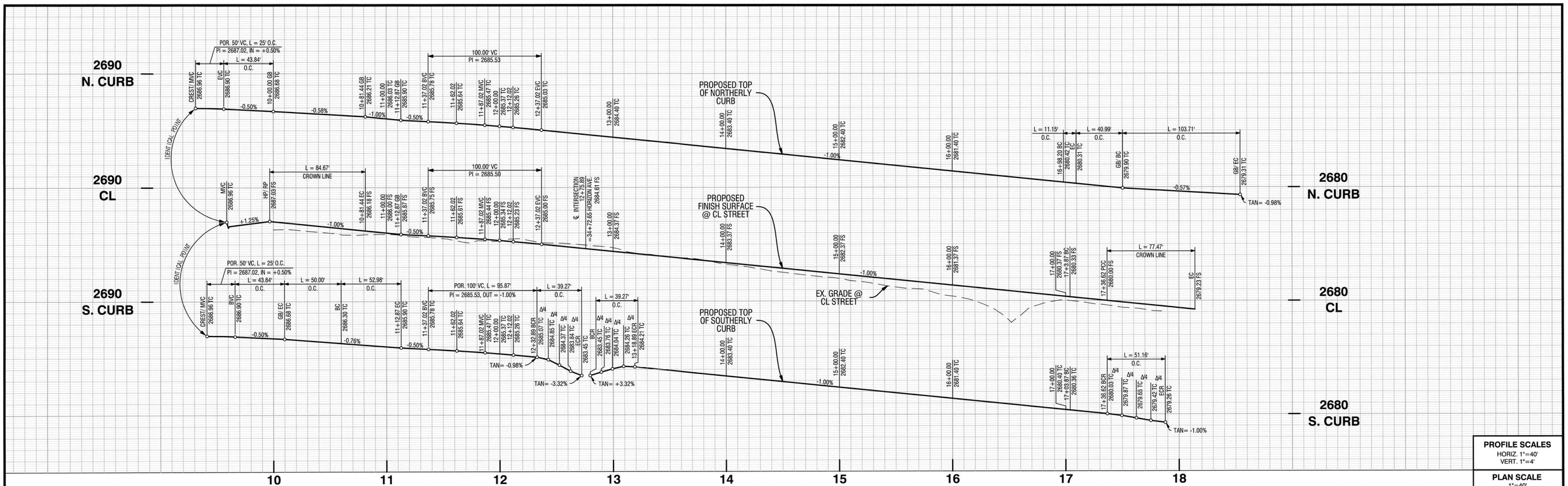
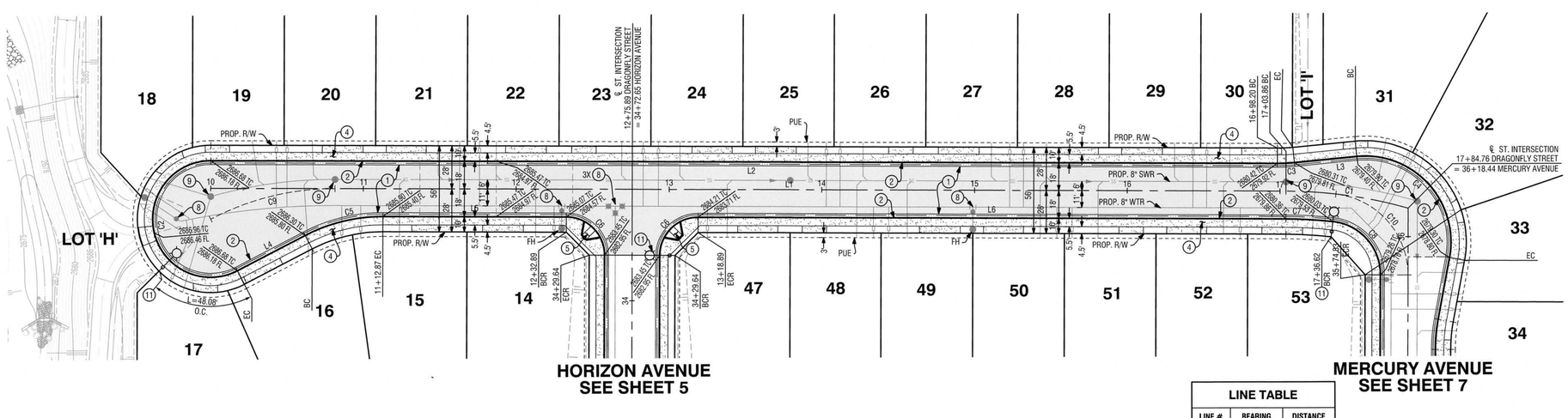
TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 3" AC PAVEMENT OVER 8" CLASS 2 AGGREGATE BASE.
2. CONSTRUCT 6" WEDGE CURB & GUTTER PER DET. SHT. NO. 2.
4. CONSTRUCT 4" THICK P.C.C. OVER 90% COMPACT NATIVE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
5. CONSTRUCT MODIFIED ACCESS RAMP, TYPE I, WITH PRECAST YELLOW TRUNCATED DOMES (ADA SOLUTIONS, INC. OR APPROVED EQUAL), PER CITY OF BANNING STD. DWG. NO. 214 AND DET. SHT. NO. 3.
8. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
9. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
11. INSTALL LED SOLAR STREET LIGHT (SINGLE FIXTURE) PER DETAIL ON SHT. NO. 2.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	15°26'56"	300.00'	80.89'	40.69'
C2	207°35'51"	38.00'	137.68'	154.72'
C3	5°48'28"	110.00'	11.15'	5.58'
C4	106°06'18"	56.00'	103.71'	74.46'
C5	27°35'51"	110.00'	52.98'	27.02'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C6	90°00'00"	25.00'	39.27'	25.00'
C7	6°15'20"	282.00'	30.79'	15.41'
C8	83°44'40"	35.00'	51.16'	31.37'
C9	27°35'48"	175.80'	84.67'	43.17'
C10	83°44'40"	53.00'	77.47'	47.51'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 89°41'50" E	703.87'
L2	N 89°41'50" W	698.20'
L3	S 84°29'41" W	40.99'
L4	N 62°42'19" E	50.00'
L5	S 89°41'50" E	120.02'
L6	S 89°41'50" E	384.97'

DRAGONFLY STREET

0 20 40 80 160
1"=40' GRAPHIC SCALE

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Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-423-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
DRAGONFLY STREET
STA. 10+00.00 TO 17+84.76

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

MDS Proj. Data: I:\89406\ENGINEERING\Plans\Street\37390-2 (PA 7)
Created: 04.28.2020 10:03:28 AM Author:----
Last Edit: 05.29.2020 04:01:25 PM By: Station178
MDS File: 89406 37390-2 STSht11 PP.dwg
Plot Scale: 1" = 1' Dwg Scale:
Plot Date: 05.29.2020 4:56:38 PM By: station



CONSTRUCTION NOTES:

(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL SHT. NO. 13.

(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL SHT. NO. 13.

(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DETAILS SHT. NO. 13.

(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D

(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.

(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND

PROPOSED STREET LIGHT

FH PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT PAVEMENT MARKER

PROPOSED SIGN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
DATE 6/9/20

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 7/20/20

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 13

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

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Created: 12.18.2018 02:49:53 PM Author:----
Last Edit: 02.12.2019 12:11:15 PM By: Station125

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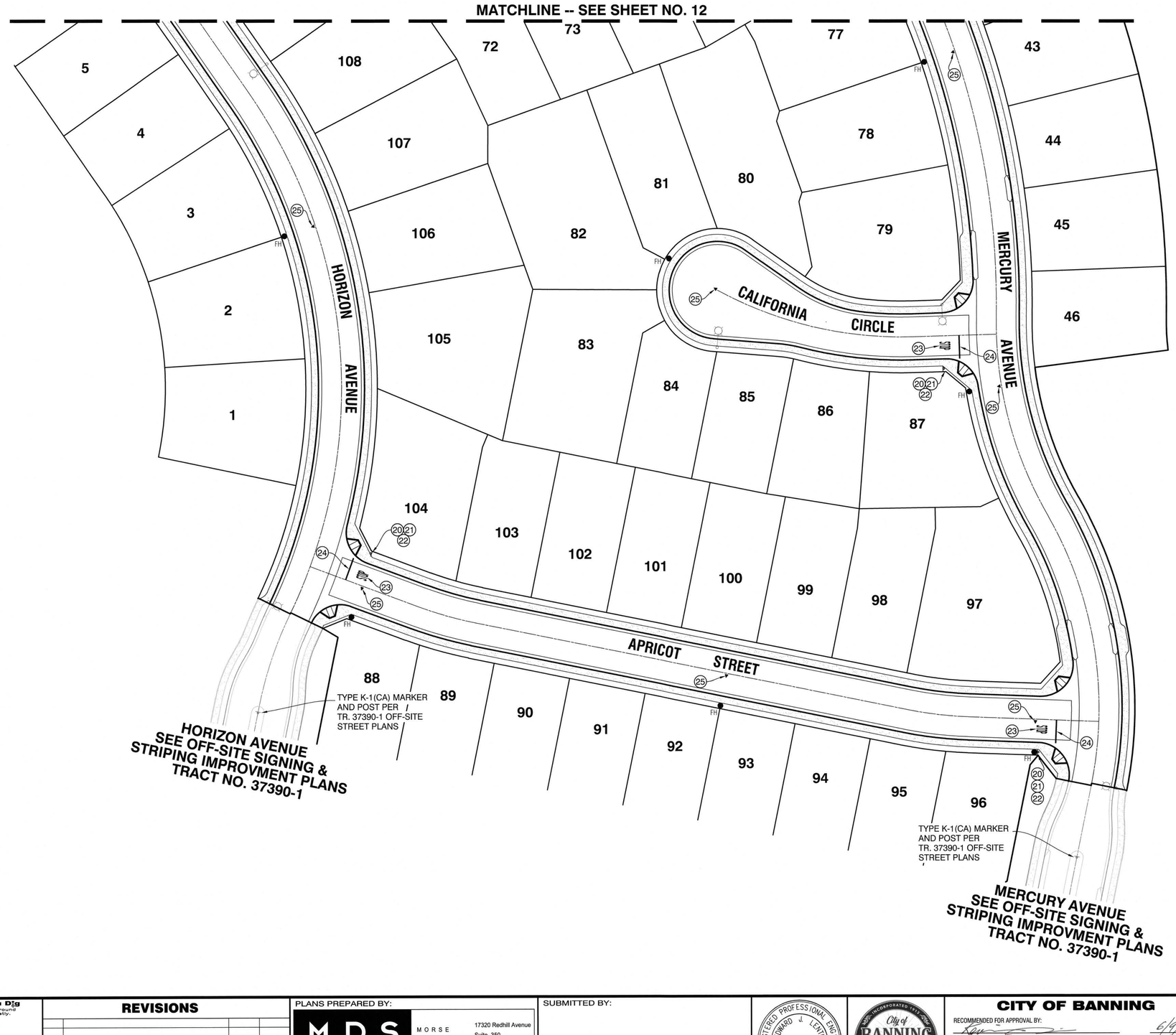
Plot Scale: 1" = 1' Dwg Scale: ---
Plot Date: 06.21.2017 7:32:43 AM By: Station



CONSTRUCTION NOTES:

(20) INSTALL MODIFIED SIGN POST PER R.C.T.D. STD. DWG. NO. 816 AND DETAIL HEREON.

(21) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL HEREON.

(22) INSTALL MODIFIED STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816 AND DETAIL HEREON.

(23) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D

(24) INSTALL "12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. NO. A24E.

(25) INSTALL BLUE REFLECTIVE FIRE HYDRANT PAVEMENT MARKER PER CITY STD. DWG. NO. W-18.

LEGEND:

PROPOSED STREET LIGHT

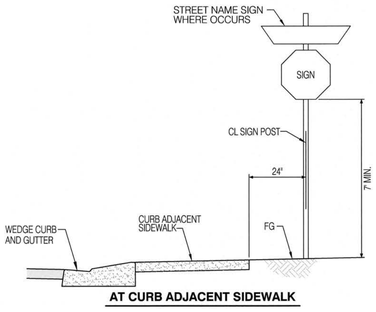
FH PROPOSED FIRE HYDRANT

PROPOSED FIRE HYDRANT PAVEMENT MARKER

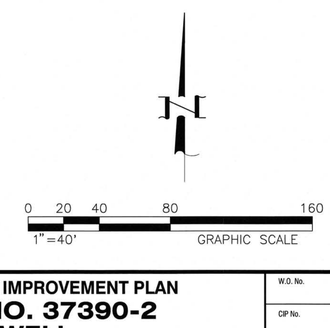
PROPOSED SIGN

STOP

(21) R1-1
30" X 30"



(20) (22) SIGN AND POST
R.C.T.D. STD. DWG. NO. 816
NTS



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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
4/1/2020 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/21
SENIOR CIVIL ENGINEER
6/9/20 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
7/22/20 DATE

ON-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37390-2
ATWELL
SIGNING & STRIPING PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 13 OF 13

MDS Proj. Data: I:\89400\ENGINEERING\Plans\Street\37390-1 (PA 6)
Created: 12.18.2018 02:49:53 PM Author:—
Last Edit: 02.12.2019 12:11:15 PM By: Station125
MDS File: 89406 XRB STBDR (37390-1).dwg
Plot Scale: 1" = 1' Dwg Scale:
Plot Date: 06.21.2017 7:32:43 AM By: Station

TRACT NO. 37390-2 ON-SITE STREET IMPROVEMENT PLAN

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. **37389-1** ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): ATWELL – **37389-1**

NAME AND ADDRESS OF SUBDIVIDER(S): TRI POINTE HOMES, IE-SD
1250 CORONA POINTE CT, #600

CORONA, CA 92879

CITY COUNCIL RESOLUTION OF APPROVAL NO. _____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.: _____
_____
_____
_____

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$	8,224,392.69
GRADING	$	_____
MONUMENTATION	$	14,835.00
TOTAL:	$	8,239,227.69

FORM OF IMPROVEMENT SECURITY:

[ ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

The Continental Insurance Company
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

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

SURETY BOND NUMBERS (if applicable):

On-Site Non-Potable Highland Home Road Bond#30164657
Sewer Highland Home Road Bond#30164658
Off-Site Storm Drain Highland Home Road Bond#30164654
Off-Site Water Highland Home Road South of Meadowline Way Bond#30164655
Off-Site Street Highland Home Road Bond#30164656
On-Site Steet Meadowline Way Bond#30164661
On-Site Water Meadowline Way Bond#30164662
On-Site Non-Potable Meadowline Way Bond#30164659
On-Site Sewer Meadowline Way Bond#30164660
On-Site Non-Potable Fallwater Place Bond#30164651
On-Site Street Fallwater Place Bond#30164652
On-Site Water Fallwater Place Bond#30164653
On-Site Non-Potable Apex Street Bond#30164648
On-Site Street Apex Street Bond#30164649
On-Site Water Apex Street Bond#30164650
Off-Site Street Wilson Street Bond#30164663
37389-1 Monumentation Bond#30164665

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

COMPLETION PERIOD: All public improvements (e.g. water, non-potable water, wastewater, streets, storm drain, etc.) of Tract Map No. 37398-1 shown on the approved plans for said tract map shall be completed within two years from the Effective Date of the Agreement.

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____

Print Name: Michael C. Taylor

Title: Division President

Date: June 16, 2022

CITY

CITY OF BANNING

_____

MAYOR

ATTEST:

_____ (SEAL)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]+

Bond No. 30164655
Premium: $2,388 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - 37389-1 Off-Site Water Highland Home Road South of Meadowline Way
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - 37389-1 Off-Site Water Highland Home Road South of Meadowline Way Way; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Six Hundred Forty-Five Thousand Three Hundred Seventy-Four and 25/100 Dollars ($645,374.25), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

TGJ1 ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Comm. Exp. April 22, 2023 TGJ1
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30164655
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Meadowline Way

Atwell - 37389-1 Off-Site Water Highland Home Road South of Mea(
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc,
(hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows:
Atwell - 37389-1 Off-Site Water Highland Home Road South of Meadowline Wa Way
; and

WHEREAS, said Agreement is dated June 14, 2022 and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and
The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($645,374.25), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Six Hundred Forty-Five Thousand Three Hundred Seventy-Four and 25/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Michael C. Taylor, Division President

(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company

(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

TGJ1 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING
MAY 24 2022
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	5/23/2022
Approved By:	
Date Approved:	
Tract No.:	37389-1, Off-site Water Highland Home Road South of Meadowline Way

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
WATER IMPROVEMENTS				
18" DIP Main w/ Poly Encasement & R.J.	LF	2,550	$ 140.00	$ 357,000.00
Residential Fire Hydrant	Each	9	$ 5,000.00	$ 45,000.00
Adjust Water Valve to Grade	Each	40	$ 250.00	$ 10,000.00
18" Fitting	Each	17	$ 750.00	$ 12,750.00
12" Fitting	Each	2	$ 500.00	$ 1,000.00
2" Blowoff	Each	11	$ 1,000.00	$ 11,000.00
8" Fitting	Each	18	$ 250.00	$ 4,500.00
8" DIP Main w/ Poly Encasement & R.J.	LF	440	$ 60.00	$ 26,400.00
12" DIP Main w/ Poly Encasement & R.J.	LF	44	$ 80.00	$ 3,520.00
4" Blowoff	Each	1	$ 2,500.00	$ 2,500.00
18" Butterfly Valve	Each	11	$ 4,000.00	$ 44,000.00
10" Gate Valve	Each	2	$ 2,250.00	$ 4,500.00
6" Gate Valve	Each	1	$ 1,250.00	$ 1,250.00
Remove Blind Flange & Join Water	Each	1	$ 250.00	$ 250.00
Remove Existing 8" Water and Appurtenances	LF	409	$ 20.00	$ 8,180.00
Remove Existing 6" Water and Appurtenances	LF	73	$ 15.00	$ 1,095.00
Join Existing Water Main	Each	1	$ 250.00	$ 250.00
Remove Portion of Existing 10" Water & Join	Each	1	$ 500.00	$ 500.00
Remove Portion of Existing 18" Water & Join	Each	1	$ 1,000.00	$ 1,000.00
8" Gate Valve	Each	12	$ 2,000.00	$ 24,000.00
12" Butterfly Valve	Each	1	$ 2,500.00	$ 2,500.00
SUBTOTAL				**$ 561,195.00**
15% Contingency				**$ 84,179.25**
TOTAL				**$ 645,374.25**
			Faithful Performance (100%)	$ 645,374.25
			Labor & Material (100%)	$ 645,374.25

Sign Post	Each	33	$ 150.00	$ 4,950.00
Traffic Sign	Each	82	$ 400.00	$ 32,800.00
Street Name Sign	Each	1	$ 300.00	$ 300.00
12" Thermoplastic Traffic Stripe	LF	245	$ 2.00	$ 490.00
Traffic Markings	Each	58	$ 100.00	$ 5,800.00
Blue-reflective Fire Hydrant Marker	Each	9	$ 100.00	$ 900.00
Double Yellow Thermoplastic Stripe	LF	8,372	$ 0.90	$ 7,534.80
6" Thermoplastic Traffic Stripe	LF	11,793	$ 0.90	$ 10,613.70
Red Curb Paint	LF	1,082	$ 1.00	$ 1,082.00
Painted Median Nose	Each	11	$ 100.00	$ 1,100.00
Remove Existing Signs/Posts	Each	7	$ 50.00	$ 350.00
8" Thermoplastic Traffic Stripe	LF	1208	$ 1.50	$ 1,812.00
SUBTOTAL				**$ 1,405,542.60**
15% Contingency				**$ 210,831.39**
TOTAL				**$ 1,616,373.99**

Faithful Performance (100%)	$ 1,616,373.99
Labor & Material (100%)	$ 1,616,373.99

Bond No. 30164658
Premium: $1,313 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - 37389-1 Sewer Highland Home Road
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - 37389-1 Sewer Highland Home Road; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Three Hundred Fifty-Four Thousand Eight Hundred Fifty-Five and 50/100 Dollars ($354,855.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

TGJ1 ANA E. CHAVEZ PEREZ NOTARY PUBLIC - CALIFORNIA COMMISSION # 2286015 RIVERSIDE COUNTY My Comm. Exp. April 22, 2023 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30164658
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - 37389-1 Sewer Highland Home Road
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - 37389-1 Sewer Highland Home Road; and

WHEREAS, said Agreement is dated June 16, 2022 and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($14,835.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Fourteen Thousand Eight Hundred Thirty-Five and no/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney



California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

TGJ1 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING
MAY 24 2022
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	5/23/2022
Approved By:	
Date Approved:	
Tract No.:	37389-1, Sewer Highland Home Road

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
12" Sewer Main	LF	2,249	$ 80.00	$ 179,920.00
15" Sewer Main	LF	639	$ 100.00	$ 63,900.00
48" Dia. Manhole	Each	13	$ 4,000.00	$ 52,000.00
60" Dia. Manhole	Each	1	$ 5,000.00	$ 5,000.00
Adjust Manhole to Grade	Each	14	$ 500.00	$ 7,000.00
Remove Plug and Join	Each	1	$ 250.00	$ 250.00
Sewer Plug	Each	2	$ 250.00	$ 500.00
TOTAL				**$ 308,570.00**
15% Contingency				**$ 46,285.50**
GRAND TOTAL				**$ 354,855.50**
			Faithful Performance (100%)	$ 354,855.50
			Labor & Material (100%)	$ 354,855.50

Bond No. 30164657
Premium: $1,204 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - 37389-1 On-Site Non-Potable Highland Home Road
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - 37389-1 On-Site Non-Potable Highland Home Road; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Three Hundred Twenty-Five Thousand Four Hundred Twenty-Seven and no/100 Dollars ($325,427.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Michael C. Taylor, Division President

(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company

(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

TGJ1 TGJ1

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA
SEAL SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30164657
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - 37389-1 On-Site Non-Potable Highland Home Road
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - 37389-1 On-Site Non-Potable Highland Home Road; and

WHEREAS, said Agreement is dated June 16, 2022 and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($325,427.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

Three Hundred Twenty-Five Thousand Four Hundred Twenty-Seven and no/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING
MAY 24 2022
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	5/23/2022
Approved By:	
Date Approved:	
Tract No.:	37389-1, On-site Non-potable Highland Home Road

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
NON-POTABLE WATER IMPROVEMENTS				
8" DIP Main w/ Poly Encasement & R.J.	LF	2,786	$ 80.00	$ 222,880.00
2" Service with 1.5" Meter	Each	1	$ 1,500.00	$ 1,500.00
8" Fitting	Each	17	$ 250.00	$ 4,250.00
2" Reduced Pressure Backflow Assembly	Each	2	$ 1,500.00	$ 3,000.00
8" Gate Valve	Each	11	$ 2,000.00	$ 22,000.00
Adjust Water Valve to Grade	Each	16	$ 250.00	$ 4,000.00
2" Blow-Off	Each	1	$ 1,000.00	$ 1,000.00
4" Blow-Off	Each	3	$ 2,500.00	$ 7,500.00
2" Service with 2" Meter	Each	1	$ 1,500.00	$ 1,500.00
6" Gate Valve	Each	1	$ 1,500.00	$ 1,500.00
6" Reduce Pressure Backflow Assembly	Each	1	$ 7,500.00	$ 7,500.00
Pipe Bollards	Each	2	$ 300.00	$ 600.00
1" Air Vacuum Valve Assembly	Each	1	$ 5,000.00	$ 5,000.00
Non-Potable Water Signage	Each	5	$ 150.00	$ 750.00
SUBTOTAL				**$ 282,980.00**
15% Contingency				**$ 42,447.00**
TOTAL				**$ 325,427.00**
			Faithful Performance (100%)	$ 325,427.00
			Labor & Material (100%)	$ 325,427.00

Bond No. 30164654
Premium: $4,150 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - 37389-1 Off-Site Storm Drain Highland Home Road
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - 37389-1 Off-Site Storm Drain Highland Home Road; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million One Hundred Twenty-One Thousand Seven Hundred Fifty-Three and 13/100 Dollars ($1,121,753.13), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc
(Type name of Principal)

1250 Corona Pointe Court, Ste 600
(Street Address)

Corona CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Michael C. Taylor, Division President
(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____ (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

Bond No. 30164654
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - 37389-1 Off-Site Storm Drain Highland Home Road
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - 37389-1 Off-Site Storm Drain Highland Home Road; and

WHEREAS, said Agreement is dated June 14, 2022 and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($1,121,753.13), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

One Million One Hundred Twenty-One Thousand Seven Hundred Fifty-Three and 13/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc

(Type name of Principal)

1250 Corona Pointe Court, Ste 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Michael C. Taylor, Division President

(Title of officer)

Date: 6/16/22

"SURETY"

The Continental Insurance Company

(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

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

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase, Attorney-in-Fact
(Title of officer)

Date: June 15, 2022

APPROVED:

City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Riverside } **s.s.**

On June 16, 2022 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Michael C. Taylor
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On JUN 15 2022 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  ____ (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2016 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Adriana Valenzuela, Lisa Marie Saumur, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 15th day of February, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 15th day of February, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 15TH day of JUNE, 2022.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

Western Surety Company

The Continental Insurance Company

Continental Casualty Company

National Fire Insurance Company of Hartford

American Casualty Company of Reading, Pennsylvania

APPROVED BY
CITY OF BANNING
MAY 31 2022
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	5/26/2022
Approved By:	
Date Approved:	
Tract No.:	37389-1 Off-Site Storm Drain Highland Home Road

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM DRAIN IMPROVEMENTS				
42" RCP	LF	285	$ 100.00	$ 28,500.00
54" RCP	LF	937	$ 120.00	$ 112,440.00
48" RCP	LF	854	$ 110.00	$ 93,940.00
72" RCP	LF	2,268	$ 150.00	$ 340,200.00
84" RCP	LF	65	$ 170.00	$ 11,050.00
10'Wx5"H RCB	CY	308	$ 720.00	$ 221,760.00
Manhole #4	Each	5	$ 5,000.00	$ 25,000.00
Manhole #2	Each	7	$ 5,000.00	$ 35,000.00
Junction Structure #4	Each	6	$ 5,000.00	$ 30,000.00
Transition Structure #1	Each	1	$ 15,000.00	$ 15,000.00
Junction Structure #3	Each	4	$ 3,500.00	$ 14,000.00
Remove and Dispose 10'Wx5'H RCB	CY	42	$ 20.00	$ 840.00
Manhole #2 with Omitted Shaft	Each	1	$ 3,000.00	$ 3,000.00
Remove and Dispose Existing Channel	CY	547	$ 20.00	$ 10,940.00
Remove and Dispose Chain Link Fence	LF	3,305	$ 7.50	$ 24,787.50
Remove and Dispose Transition Structure	CY	42	$ 20.00	$ 840.00
Remove and Dispose 24" CMP	LF	34	$ 10.00	$ 340.00
Join Existing RCB	Each	1	$ 2,000.00	$ 2,000.00
Manhole #3	Each	1	$ 2,000.00	$ 2,000.00
Remove and Dispose 18" CMP	LF	30	$ 10.00	$ 300.00
Concrete Bulkhead	Each	1	$ 500.00	$ 500.00
Junction Structure #1	Each	1	$ 3,000.00	$ 3,000.00
TOTAL				**$ 975,437.50**
15% Contingency				**$ 146,315.63**
GRAND TOTAL				**$ 1,121,753.13**
			Faithful Performance (100%)	$ 1,121,753.13
			Labor & Material (100%)	$ 1,121,753.13

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37389-1
OFF-SITE SEWER IMPROVEMENT PLAN
HIGHLAND HOME ROAD

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAID THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY DEFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR SEWER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-422-4133 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

CALIFORNIA COORDINATES

CENTER LINE HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

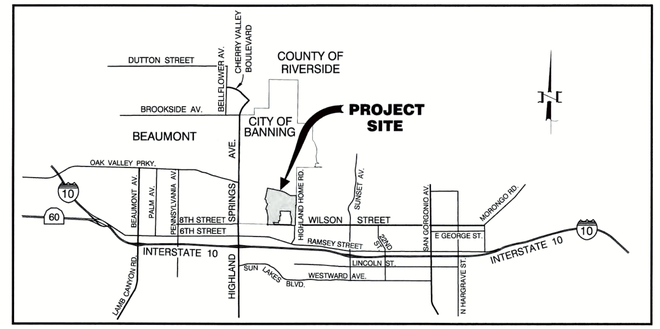
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.



SHEET INDEX MAP
SCALE: 1"=200'



VICINITY MAP
NOT TO SCALE

SEWER LEGEND

EX. 8" SS	EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
8" SS	SEWER MAIN LINE
	SEWER MANHOLE
	SEWER LINE WITH LATERALS
B.W	BUILDING REQUIRES BACK WATER VALVE PER CITY STD. S-24 (FINAL INSTALLATION PER PER PRECISE GRADING PLANS)

LEGAL DESCRIPTION

BEING A SUBDIVISION OF LOTS 9 THROUGH 17, 20, 21 AND 22, A PORTION OF LOTS 3 & 4, TOGETHER WITH LETTERED LOTS A, B, D, E, I THROUGH O, AND PORTIONS OF LETTERED LOT C, ALL OF TRACT NO. 35966, FILED IN BOOK 473 OF MAPS, PAGES 94 THROUGH 107, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ASSESSORS PARCEL NUMBERS

408-570-024, 408-570-029, & PORTIONS OF 408-570-003, 408-570-004, 408-570-009, 408-570-010, 408-570-015, 408-570-016, 408-570-017, 408-570-020, 408-570-023, 408-570-026, 408-570-027 & 408-570-028

OWNER/APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN

ABBREVIATIONS

SD	STORM DRAIN
SS	SANITARY SEWER
W	DOMESTIC WATER
NPW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
PA	PLANNING AREA
R/W	RIGHT OF WAY
RW	RETAINING WALL
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
EVC	END VERTICAL CURVE
EX	EXISTING
CL	CENTERLINE
BCR	BEGIN CURB RETURN
ECR	END CURB RETURN
FG	FINISHED GRADE
INV	INVERT
LF	LINEAR FEET
EA	EACH
SF	SQUARE FEET
FH	FIRE HYDRANT
AV	AIR VACUUM
BO	BLOW-OFF

SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2	SECTIONS, CONSTRUCTION NOTES & QUANTITIES
SHEETS 3-5	SEWER PLAN AND PROFILE

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", LATEST EDITION.
2. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), LATEST EDITION.

ACKNOWLEDGEMENT OF RESPONSIBILITY FOR WORK

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BANNING IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

EDWARD J. LENTH — 1/21/2022
R.C.E. #52496 — EXP. DATE DEC 31, 2022

RECOMMENDED FOR ACCEPTANCE BY:
JOHN M. BRUDIN, R.C.E. 41836 — 1/21/22
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

200 0 100 200 400 800
(1"=200')

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — PLANNERS ENGINEERS SURVEYORS
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821

SUBMITTED BY:
EDWARD J. LENTH — 1/21/2022 DATE
RCE# 052496 EXP. 12-31-22

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/23 — 2/3/2022 DATE
SENIOR CIVIL ENGINEER

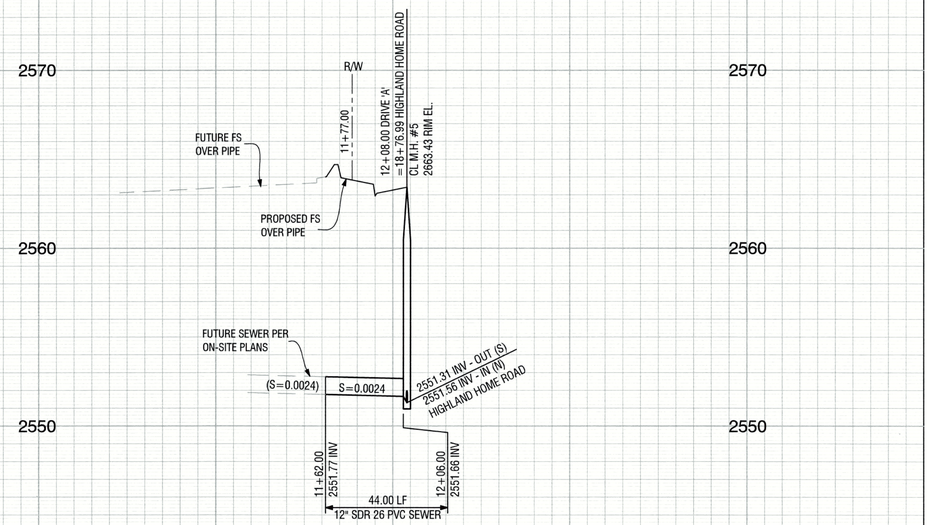
APPROVED BY:
NATHAN C. SMITH, RCE #74754 — EXP. 12/31/23 — 2/7/22 DATE
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

OFF-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL

TITLE SHEET/SHEET INDEX

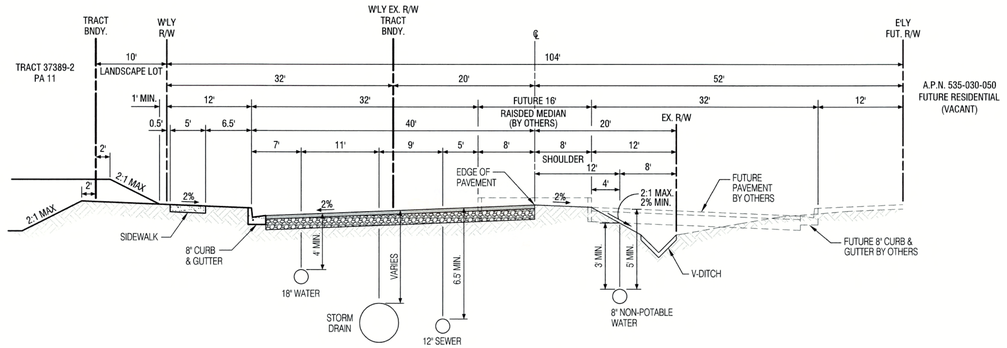
W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 5

TRACT NO. 37389-1, OFF-SITE SEWER IMPROVEMENT PLAN - HIGHLAND HOME ROAD



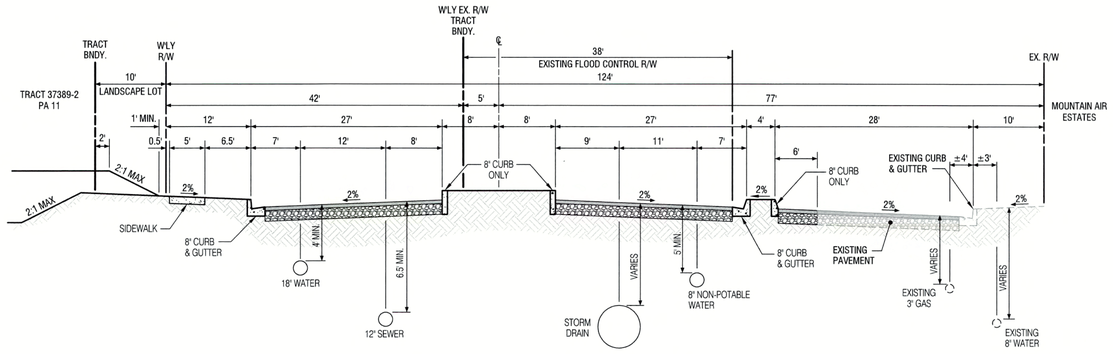
LINE 'A'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'



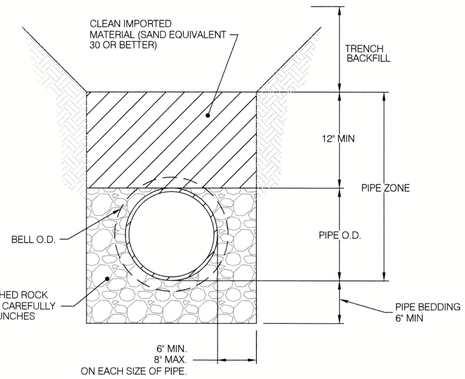
HIGHLAND HOME ROAD (PUBLIC)

(NORTH OF GILMAN STREET)
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



HIGHLAND HOME ROAD (PUBLIC)

(GILMAN STREET TO WILSON STREET)
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



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NOTES:

1. IF UNSTABLE SOIL IS ENCOUNTERED, DISTRICT REPRESENTATIVE SHALL DETERMINE DEPTH OF REMOVAL AND SIZE OF FOUNDATION ROCK REFILL MATERIAL.
2. ALL CRUSHED ROCK SHALL MEET THE REQUIREMENTS OF ASTM C33, SIZE NO. 67.

CRUSHED ROCK SIEVE ANALYSIS PER ASTM C33, SIZE NO. 67	
100% PASSING....	1"
90-100% PASSING....	3/4"
20-55% PASSING....	3/8"
0-10% PASSING....	#4
0-5% PASSING....	#8

CRUSHED ROCK ENVELOPE BEDDING

ALSO SEE SOIL'S ENGINEERS' RECOMMENDATIONS.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
1/21/2022
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
2/3/2022
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/7/22
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
SECTIONS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 5

TRACT NO. 37389-1, OFF-SITE SEWER IMPROVEMENT PLAN - HIGHLAND HOME ROAD

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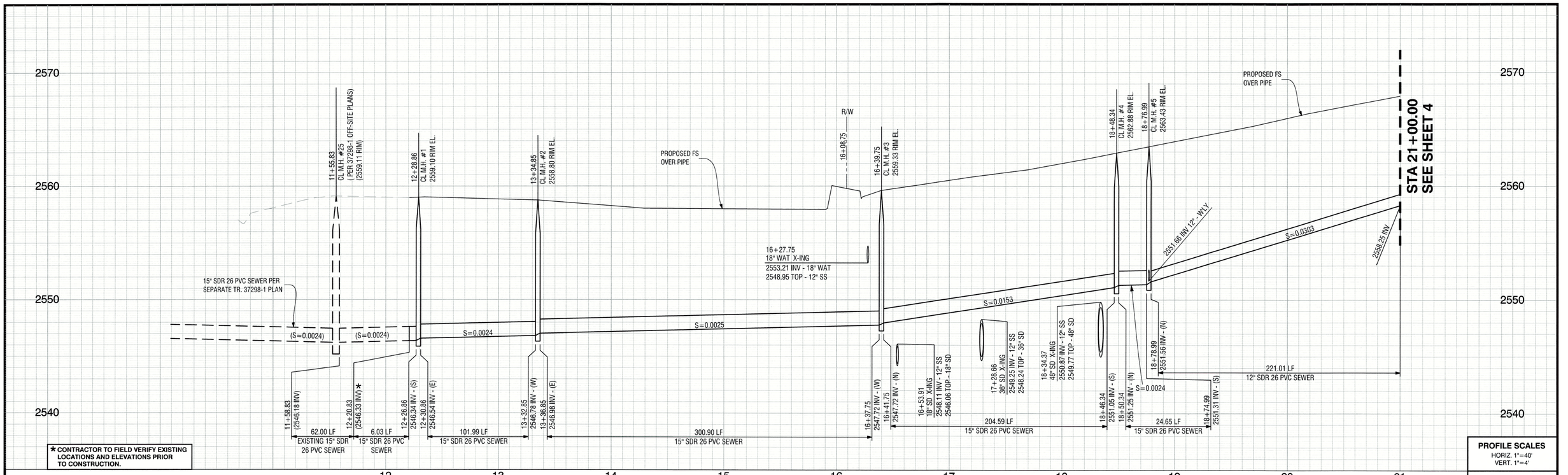
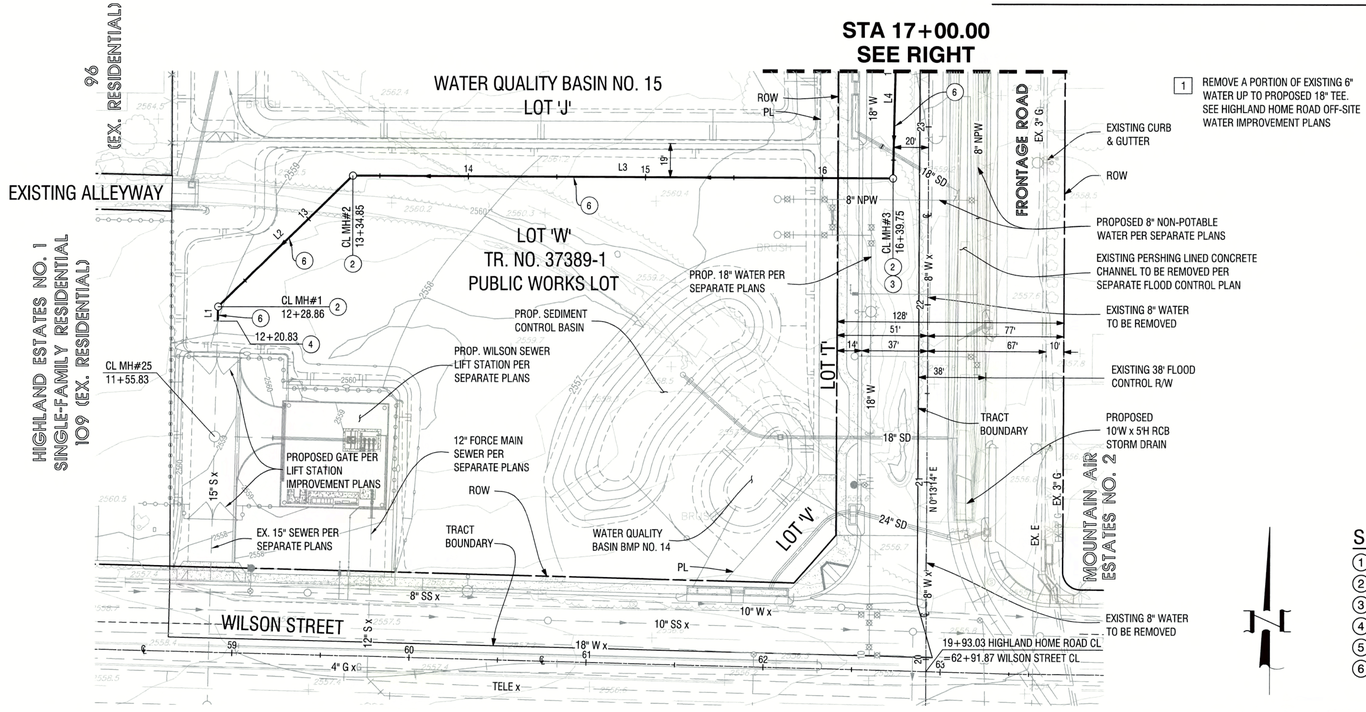


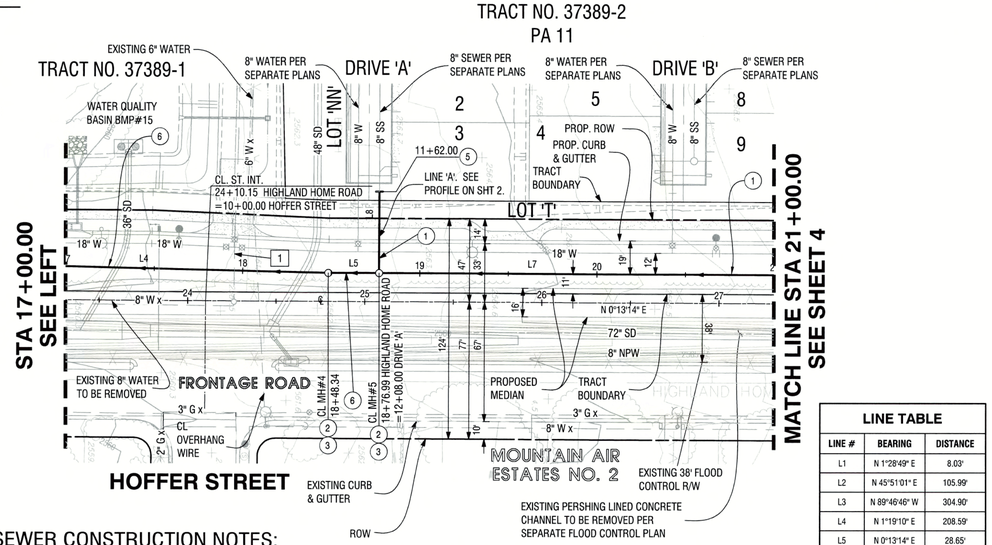
* CONTRACTOR TO FIELD VERIFY EXISTING LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

HIGHLAND HOME ROAD





SEWER CONSTRUCTION NOTES:

1. INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
4. REMOVE PLUG AND JOIN EXISTING SEWER
5. INSTALL 12" SEWER PLUG
6. INSTALL 15" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 1°28'49" E	8.03'
L2	N 45°51'01" E	105.99'
L3	N 89°46'46" W	304.90'
L4	N 1°19'10" E	208.59'
L5	N 0°13'14" E	28.65'
L7	N 0°13'14" E	270.00'
L8	N 89°46'46" W	46.00'

HIGHLAND HOME ROAD

20 40 80 0 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
1/21/2022
DATE

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EDWARD J. LENTH
No. 052496
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CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

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SENIOR CIVIL ENGINEER
2/3/2022
DATE

APPROVED BY:
NAJHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/7/22
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA 12+20.83 TO 21+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 5

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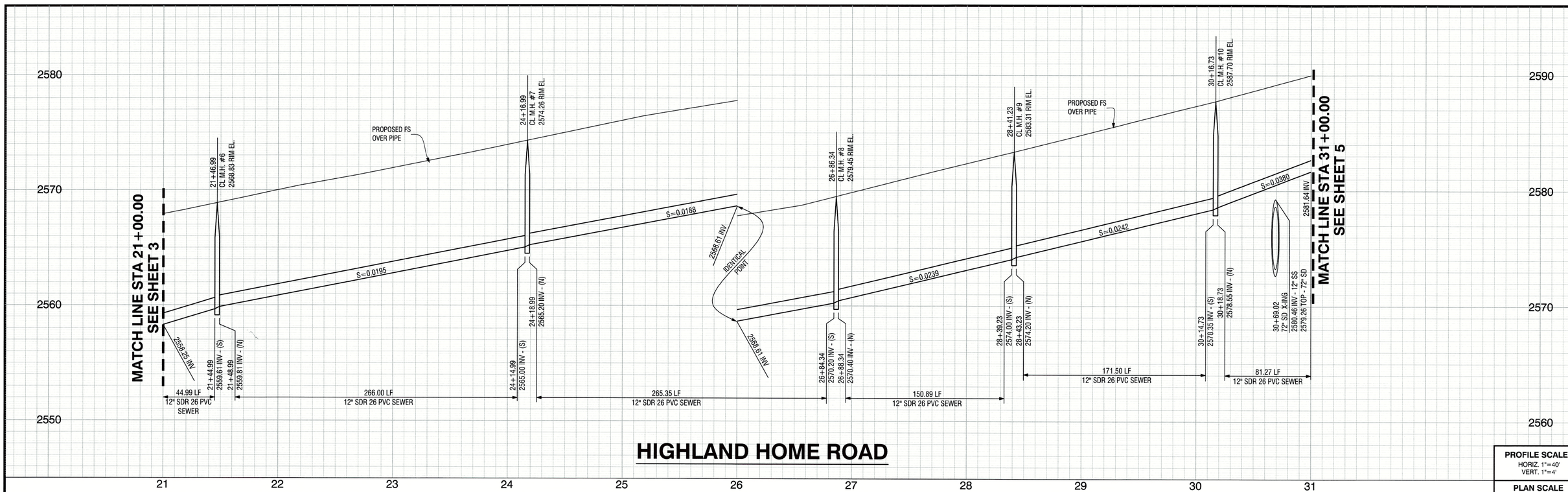
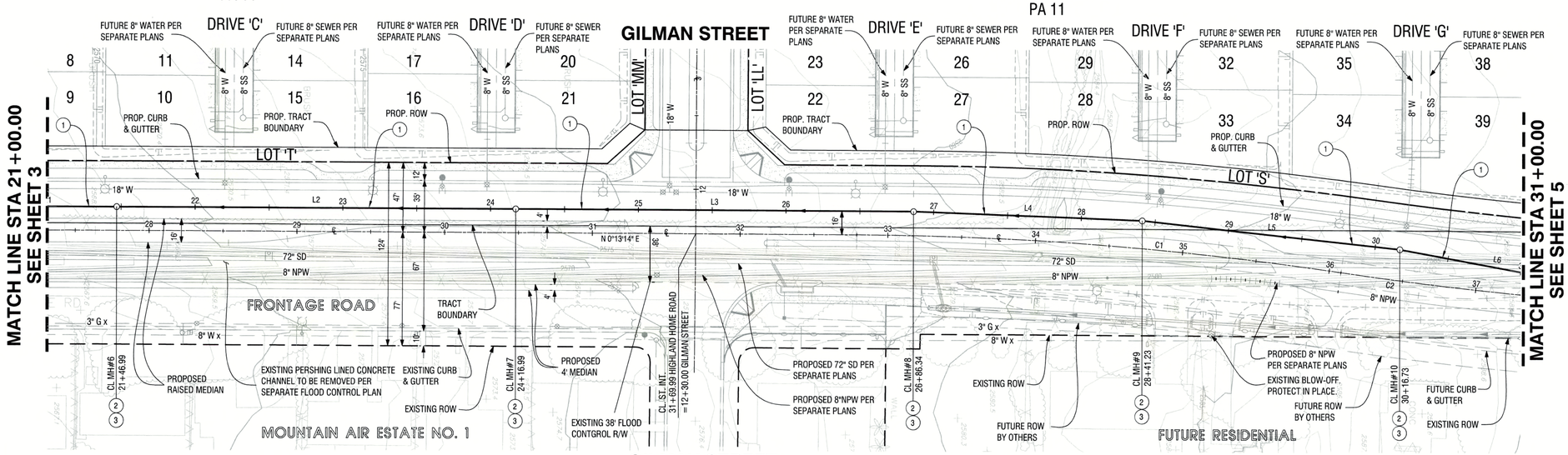


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

TRACT NO. 37389-2
PA 11

TRACT NO. 37389-2
PA 11



GILMAN STREET

HIGHLAND HOME ROAD

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°11'51"	2300.00'	329.07'	164.81'
C2	8°11'51"	2300.00'	329.07'	164.81'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	270.00'
L2	N 0°13'14" E	270.00'
L3	N 0°13'14" E	269.35'
L4	N 2°09'58" E	154.89'
L5	N 6°15'20" E	175.50'
L6	N 10°27'13" E	106.59'

SEWER CONSTRUCTION NOTES:

1. INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5

HIGHLAND HOME ROAD

20 40 80 0 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
11/21/2022
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
2/3/2022
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/7/22
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA 21+00.00 TO 31+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 5

TRACT NO. 37389-1, OFF-SITE SEWER IMPROVEMENT PLAN - HIGHLAND HOME ROAD

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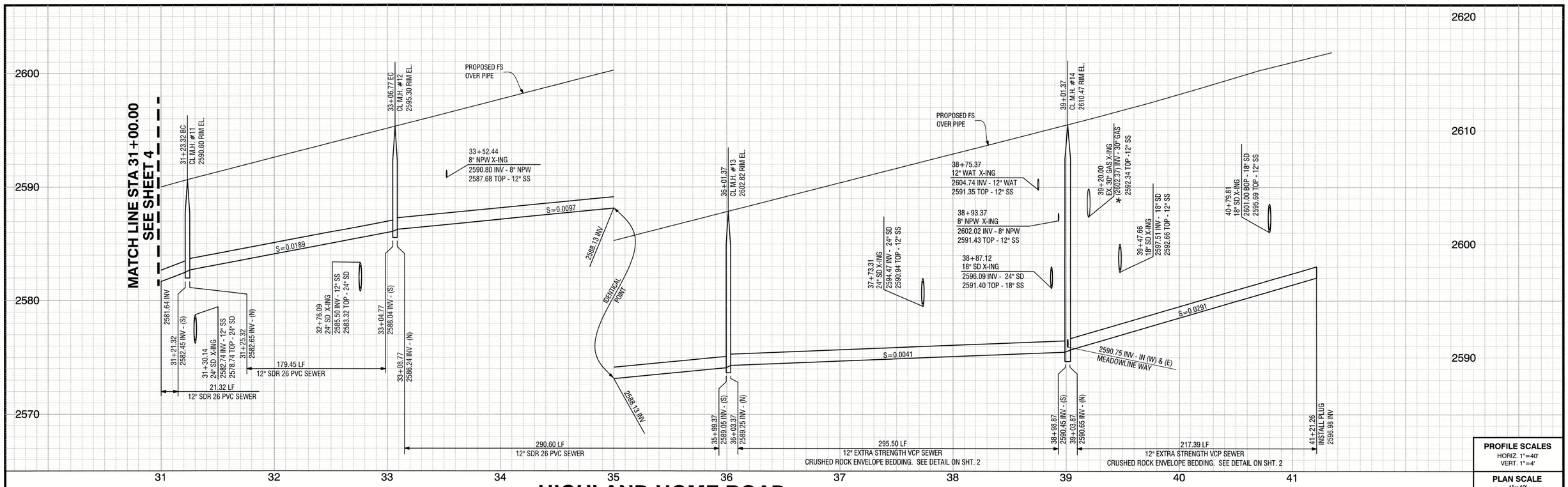
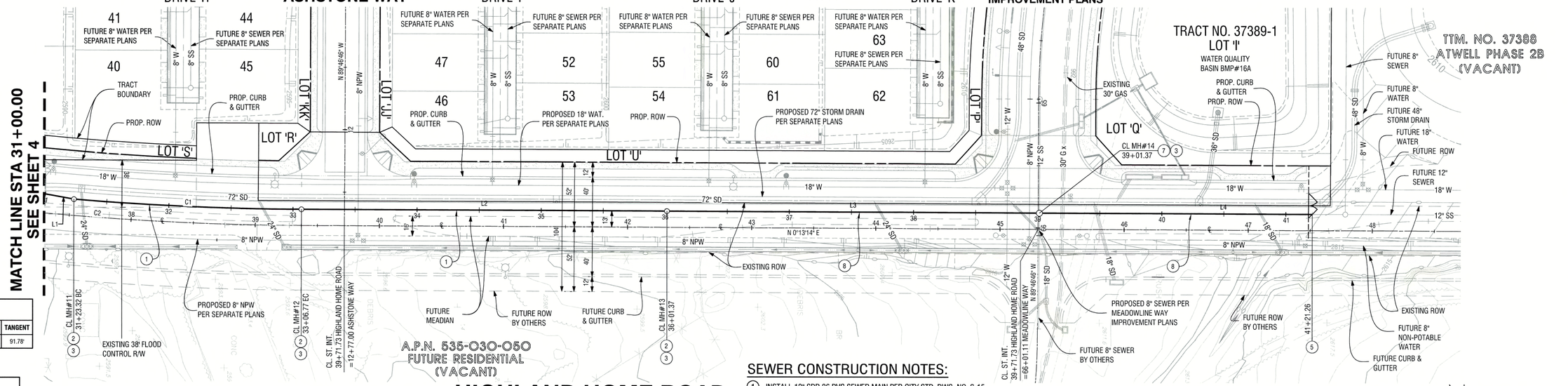


HIGHLAND HOME ROAD

TRACT NO. 37389-2
PA 11

MEADOWLINE WAY
SEE SEPARATE ON-SITE SEWER IMPROVEMENT PLANS



MATCH LINE STA 31+00.00
SEE SHEET 4

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	4°35'46"	2287.00'	183.45'	91.78'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 10°27'13" E	106.59'
L2	N 0°13'14" E	294.60'
L3	N 0°13'14" E	300.00'
L4	N 0°13'14" E	219.89'

SEWER CONSTRUCTION NOTES:

1. INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
3. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
5. INSTALL 12" SEWER PLUG
7. INSTALL 60" DIAMETER SPECIAL MANHOLE PER CITY STD. DWG. NO. S-8
8. INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

20 40 80 0 160
1"=40' GRAPHIC SCALE

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OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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17320 Redhill Avenue
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2/3/2022
DATE

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DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
2/9/22
DATE

OFF-SITE SEWER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA 31+00.00 TO 41+21.26

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 5

TRACT NO. 37389-1, OFF-SITE SEWER IMPROVEMENT PLAN - HIGHLAND HOME ROAD

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37389-1 ATWELL OFF-SITE STREET IMPROVEMENT PLAN HIGHLAND HOME ROAD

GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION ("GREENBOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CANNOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREENBOOK," THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT, PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON-METRIC EDITION, AND THE CURRENT EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CA MUTCD), UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES FIVE (5) FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT-OF-WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION; HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-422-4133 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS' NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING, FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCTION CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCHMARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCHMARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCTION SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESSES AT ALL TIMES. A MINIMUM TWELVE (12) FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCTION AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT-OF-WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION; FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE REWORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODIBLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF A.C. PAVEMENT AND/OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEANOUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED, THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL CA MUTCD AND CITY REQUIREMENTS.

CALIFORNIA COORDINATES

CENTER LINE
HIGHLAND SPRING AVE & WILSON STREET
N 2283766.54
E 6350263.54

CENTER LINE INTERSECTION
HIGHLAND SPRING AVE & SUNDANCE DRIVE
N 2286406.55
E 6350271.59
CCS ZONE 6

MATH (LAKE MATHEWS)
N 2257398.558
E 6201355.292

TRAK (BOMMER CANYON)
N 2171990.406
E 6088762.992

OWNER/APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

UTILITIES

WATER
CITY OF BANNING
99 EAST RAMSEY ST.
BANNING, CA. 92220
(951) 922-3281

ELECTRIC
CITY OF BANNING
99 EAST RAMSEY ST.
BANNING, CA. 92220
(951) 922-3260

WASTE MANAGEMENT
(800) 423-9986

CABLE
SPECTRUM CABLE
3317 WEST RAMSEY ST.
BANNING, CA. 92220
(866) 417-1039

SEWER
CITY OF BANNING
99 EAST RAMSEY ST.
BANNING, CA. 92220
(951) 922-3281

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVE.
REDLANDS, CA. 92374
(909) 335-3928

TELEPHONE
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST ST.
POMONA, CA. 92363
(909) 397-0042

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY ST.
BANNING, CA. 92220
(951) 922-3130

LEGAL DESCRIPTION

LOTS 9 THROUGH 17, 20, 21 AND 22, A PORTION OF LOTS 3 AND 4, TOGETHER WITH LETTERED LOTS A, B, D, E, I THROUGH O AND PORTIONS OF LETTERED LOT C OF TRACT MAP NO. 35866, FILED IN BOOK 473 OF MAPS, PAGES 94 THROUGH 107, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE , CALIFORNIA, LYING WITHIN SECTION 1, TOWNSHIP 3 SOUTH, RANGE 1 WEST, SAN BERNARDINO MERIDIAN.

ASSESSORS PARCEL NUMBERS

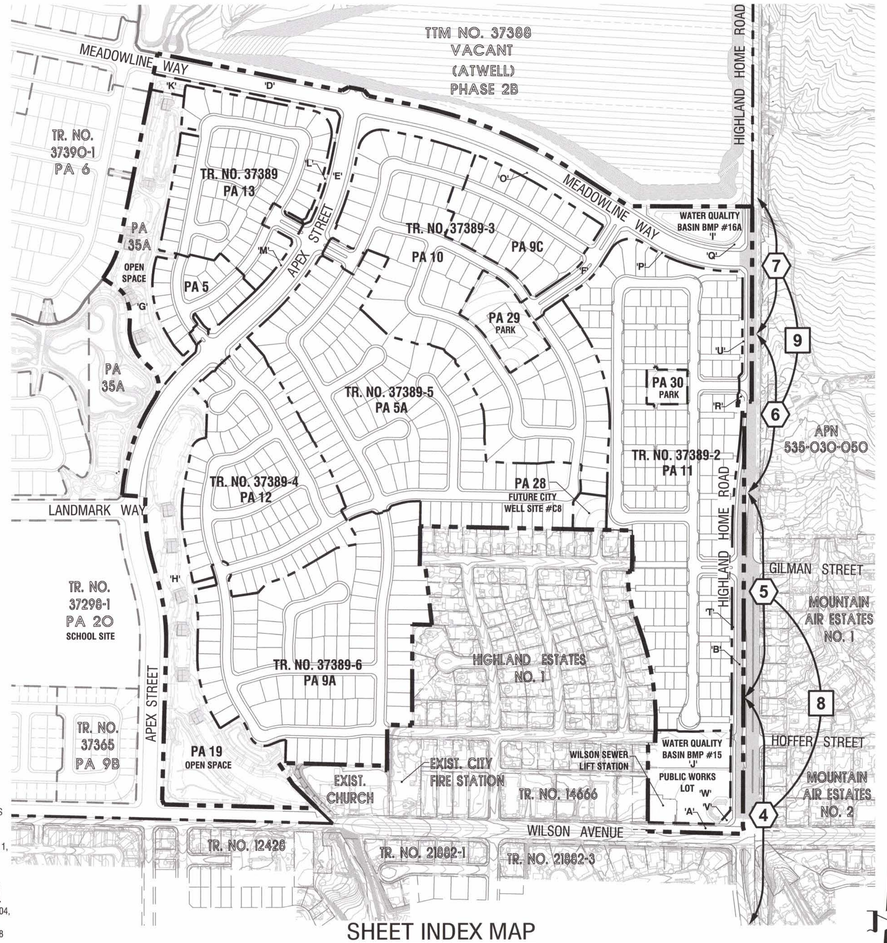
408-570-024, 408-570-029, AND PORTIONS OF 408-570-003, 408-570-004, 408-570-009, 408-570-010, 408-570-015, 408-570-016, 408-570-017, 408-570-020, 408-570-023, 408-570-026, 408-570-027 AND 408-570-028

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ½" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB. ELEVATION = 772.395m = 2534.10 ft (NAVD 88).
CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).



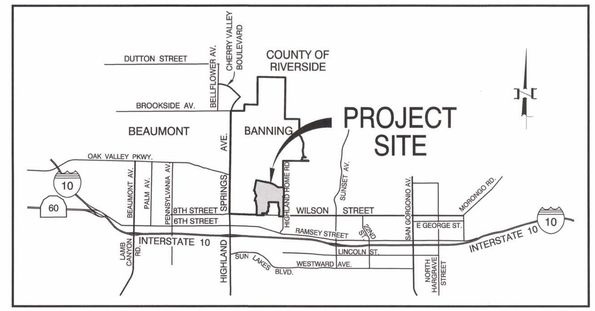
SHEET INDEX MAP

SCALE: 1"=300'

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS, THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.



VICINITY MAP

LEGEND

- TRACT BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- SIDEWALK
- PROPOSED CURB & GUTTER
- 55 — LOT NUMBER
- SD — PROPOSED STORM DRAIN
- SS — PROPOSED SANITARY SEWER
- W — PROPOSED POTABLE WATER
- NPW — PROPOSED NON-POTABLE WATER
- NG x — EXISTING GAS LINE
- PROPOSED RETAINING WALL
- 4 — STREET IMPROVEMENT PLAN & PROFILE SHEET NUMBER
- 7 — SIGNING & STRIPING IMPROVEMENT PLAN SHEET NUMBER

ABBREVIATIONS

HP	HIGH POINT
LP	LOW POINT
PI	POINT OF INTERSECTION
SD	STORM DRAIN
SS	SANITARY SEWER
DW	POTABLE WATER
NPW	NON-POTABLE WATER
G	GAS
NO.	NUMBER
Δ	DELTA
R	RADIUS
L	LENGTH
MIN	MINIMUM
MAX	MAXIMUM
ST	STREET
EP	EDGE OF PAVEMENT
PA	PLANNING AREA
AVG.	AVERAGE
TB	TRACT BOUNDARY
R/W	RIGHT OF WAY
℄	CENTERLINE
CF	CURB FACE
TC	TOP OF CURB
GB	GRADE BREAK
FL	FLOWLINE
BVC	BEGIN VERTICAL CURVE
CVC	CENTER VERTICAL CURVE
EVC	END VERTICAL CURVE
VC	VERTICAL CURVE
EX.	EXISTING
TMC	TOP OF MOW CURB
STA.	STATION
O.C.	ON CENTER
TI	TRAFFIC INDEX

NPDES GENERAL NOTES:

SEE NPDES GENERAL NOTES SHEET 2.

GRAPHIC SCALE

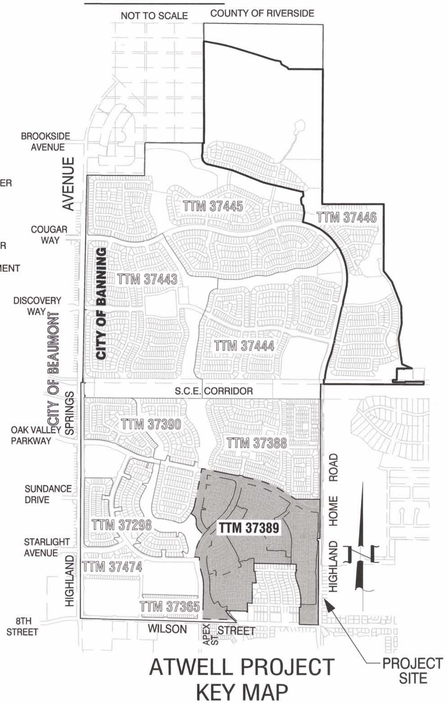
300 0 150 300 600 1200

(IN FEET)
1 inch = 300 ft.

ENGINEER'S NOTE TO CONTRACTORS:

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITY PIPES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THESE LOCATIONS ARE APPROXIMATE AND SHALL BE CONFIRMED IN FIELD BY THE CONTRACTOR, SO THAT ANY NECESSARY ADJUSTMENT CAN BE MADE IN ALIGNMENT AND/OR GRADE OF THE PROPOSED IMPROVEMENT. THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT ANY UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS.

RECOMMENDED FOR ACCEPTANCE BY:
5/20/2022
JOHN M. BRUDIN, R.C.E. 41836
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.



ATWELL PROJECT KEY MAP

SCALE: 1"=1500'

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", LATEST EDITION.
2. COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT "ROAD IMPROVEMENT STANDARDS & SPECIFICATIONS", ORDINANCE NO. 461, AS AMENDED BY ORDINANCE NO. 461.10, EFFECTIVE DECEMBER 20, 2007.
3. CALIFORNIA DEPARTMENT OF TRANSPORTATION "2018 STANDARD PLANS", LATEST REVISION.
4. CALIFORNIA DEPARTMENT OF TRANSPORTATION "2018 STANDARD SPECIFICATIONS", LATEST REVISION.
5. CALIFORNIA DEPARTMENT OF TRANSPORTATION "CA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", 2014 EDITION, LATEST REVISION.
6. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), LATEST EDITION.
7. RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS, LATEST EDITION.

SHEET INDEX

SHEET	1	TITLE SHEET AND SHEET INDEX MAP
SHEET	2	TYPICAL STREET SECTIONS, NPDES GENERAL NOTES, CONSTRUCTION NOTES AND QUANTITIES
SHEET	3	DETAILS
SHEET	4-7	HIGHLAND HOME ROAD PLAN AND PROFILE
SHEET	8-9	SIGNING & STRIPING PLAN
SHEET	10-12	STREET CROSS SECTIONS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
5/9/2022
DATE
RCE# 052496 EXP. 12-31-22

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER
5/24/22
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/27/22
DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 12

MDS Proj. Data: I:\89408\ENGINEERING\Plans\Street\37389-1\Off-site\Highland Home Road
Created: 03.24.2022 01:35:07 PM Author: MDS
Last Edit: 05.05.2022 08:57:43 PM By: Mtran
MDS File: 89408 37389-1 ST-HHR SHT01 (TITLE).DWG
Plot Scale: 1" = 1' Dwg Scale: ----
Plot Date: 05.09.2022 11:01:29 AM By: mtran

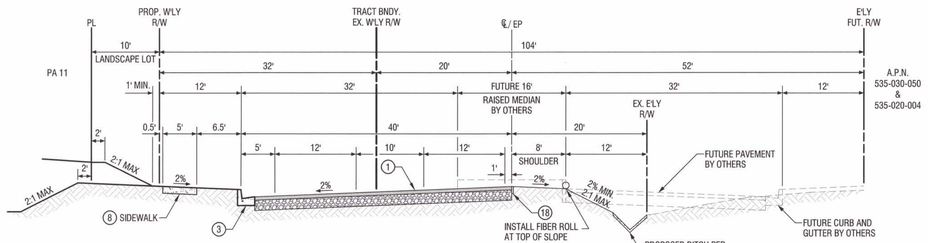
TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

NPDES GENERAL NOTES:

1. CONTRACTOR MUST ENSURE THAT THE CONSTRUCTION SITE IS PREPARED PRIOR TO THE ONSET OF ANY STORM. CONTRACTOR SHALL HAVE ALL EROSION AND SEDIMENT CONTROL MEASURES IN PLACE.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL DISTURBED AREAS ARE STABILIZED. CHANGES TO THIS EROSION AND SEDIMENT CONTROL PLAN SHALL BE MADE TO MEET FIELD CONDITIONS ONLY WITH THE APPROVAL OF OR AT THE DIRECTION OF A REPRESENTATIVE OF THE ENGINEERING DEPARTMENT.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE CHECKED BEFORE AND AFTER ALL STORMS TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.
4. CONTRACTOR SHALL MAINTAIN A LOG AT THE SITE OF ALL INSPECTIONS OR MAINTENANCE OF BMP AS WELL AS ANY CORRECTIVE CHANGES TO THE BMPS OR EROSION AND SEDIMENT CONTROL PLAN.
5. IN AREAS WHERE SOIL IS EXPOSED, PROMPT REPLANTING WITH NATIVE COMPATIBLE DROUGHT-RESISTANT VEGETATION SHALL BE PERFORMED.
6. THE CONTRACTOR SHALL INSTALL THE STABILIZED CONSTRUCTION ENTRANCE PRIOR TO COMMENCEMENT OF GRADING. LOCATION OF THE ENTRANCE MAY BE ADJUSTED BY THE CONTRACTOR TO FACILITATE GRADING OPERATIONS. ALL CONSTRUCTION TRAFFIC ENTERING A PAVED ROAD MUST CROSS A STABILIZED CONSTRUCTION ENTRANCE. THE STABILIZED CONSTRUCTION ENTRANCE SHALL REMAIN IN PLACE UNTIL THE ROAD BASE ROCK COURSE IS COMPLETED.
7. ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS SHALL BE SWEPT AT THE END OF EACH WORKING DAY OR AS NECESSARY.
8. CONTRACTOR SHALL PLACE BMPS AROUND ALL NEW DRAINAGE STRUCTURE OPENINGS IMMEDIATELY AFTER THE STRUCTURE OPENING IS CONSTRUCTED. THESE SHALL BE MAINTAINED AND REMAIN IN PLACE UNTIL THE CONSTRUCTION IS COMPLETED.
9. CONTRACTOR SHALL IMPLEMENT HOUSEKEEPING PRACTICES AS FOLLOWS:
   - A. SOLID WASTE MANAGEMENT: PROVIDE DESIGNATED WASTE COLLECTION AREAS AND CONTAINERS. ARRANGE FOR REGULAR REMOVAL AND DISPOSAL. CLEAR SITE OF TRASH INCLUDING ORGANIC DEBRIS, PACKAGING MATERIALS, SCRAP OR SURPLUS BUILDING MATERIALS AND DOMESTIC WASTE DAILY.
   - B. MATERIAL DELIVERY AND STORAGE: PROVIDE A DESIGNATED MATERIAL STORAGE AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. STORE MATERIAL ON PALLETS AND PROVIDE COVERING FOR SOLUBLE MATERIALS. RELOCATE STORAGE AREA INTO BUILDING SHELL WHEN POSSIBLE. INSPECT AREA WEEKLY.
   - C. CONCRETE WASTE: PROVIDE A DESIGNATED AREA FOR A TEMPORARY PIT TO BE USED FOR CONCRETE TRUCK WASH-OUT. DISPOSE OF HARDENED CONCRETE OFFSITE. AT NO TIME SHALL A CONCRETE TRUCK DUMP ITS WASTE AND CLEAN ITS TRUCK INTO THE CITY STORM DRAINS VIA CURB AND GUTTER. INSPECT DAILY TO CONTROL RUNOFF AND WEEKLY FOR REMOVAL OF HARDENED CONCRETE.
   - D. PAINT AND PAINTING SUPPLIES: PROVIDE INSTRUCTION TO EMPLOYEES AND SUBCONTRACTORS REGARDING REDUCTION OF POLLUTANTS INCLUDING MATERIAL STORAGE, USE, AND CLEANUP. INSPECT SITE WEEKLY FOR EVIDENCE OF IMPROPER DISPOSAL.
   - E. VEHICLE FUELING, MAINTENANCE AND CLEANING: PROVIDE A DESIGNATED FUELING AREA WITH SECONDARY CONTAINMENT SUCH AS BERMING. DO NOT ALLOW MOBILE FUELING OF EQUIPMENT. PROVIDE EQUIPMENT WITH DRIP PANS. RESTRICT ONSITE MAINTENANCE AND CLEANING OF EQUIPMENT TO A MINIMUM. INSPECT AREA.
   - F. HAZARDOUS MATERIALS MANAGEMENT: PREVENT THE DISCHARGE OF POLLUTANTS FROM HAZARDOUS MATERIALS TO THE DRAINAGE SYSTEM THROUGH PROPER MATERIAL USE, WASTE DISPOSAL AND TRAINING OF EMPLOYEES. HAZARDOUS WASTE PRODUCTS COMMONLY FOUND ONSITE INCLUDE, BUT ARE NOT LIMITED TO, PAINTS & SOLVENTS, PETROLEUM PRODUCTS, FERTILIZERS, HERBICIDES & PESTICIDES, SOIL STABILIZATION PRODUCTS, ASPHALT PRODUCTS AND CONCRETE CURING PRODUCTS.
10. IN CASE OF EMERGENCY, CALL THE CITY ENGINEER'S OFFICE AT (951) 922-3130.
11. EQUIPMENT AND WORKS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON BY THE CONTRACTOR. NECESSARY MATERIALS SHALL BE AVAILABLE ON THE SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EROSION CONTROL DEVICES WHEN RAIN IS EMINENT.
12. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT APPROVAL OF THE DESIGN CIVIL ENGINEER.
13. ALL REMOVABLE PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40% (DURING THE RAINY SEASON).
14. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERMS, SILT FENCES AND SILT BASINS. EACH BASIN SHALL BE PUMPED DRY.
15. GRADED AREAS AROUND THE PROJECT BOUNDARY MUST DRAIN AWAY FROM THE FACE OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
16. THE LOCAL GOVERNING AGENCY RESERVES THE RIGHT TO MAKE CHANGES OR MODIFICATIONS TO THESE NOTES AS DEEMED NECESSARY.
17. AREA SHALL BE MAINTAINED IN SUCH A STATE THAT FIRE ACCESS SHALL BE MAINTAINED AT ALL TIMES (INCLUDING THE NEIGHBORING PROPERTIES).
18. GRAVEL BAGS AND SILT FENCES SHALL BE INSTALLED AROUND CATCH BASINS.
19. CURB MARKERS SHALL BE PLACED ADJACENT TO ALL INLETS FOLLOWING THE CONSTRUCTION OF STREET IMPROVEMENTS AND AT THE DIRECTION OF THE PUBLIC WORKS INSPECTOR.

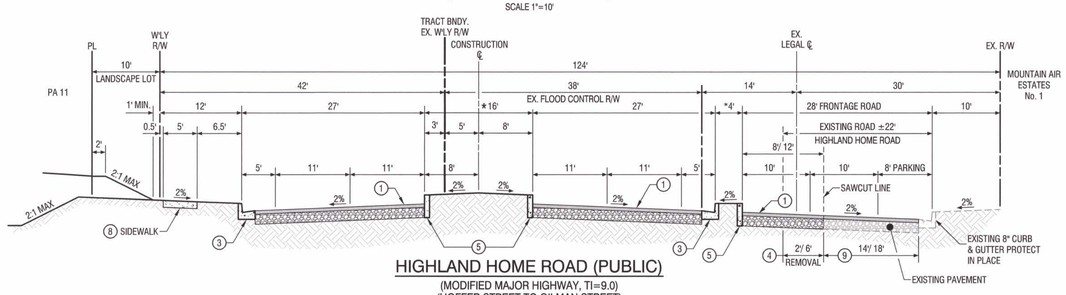
NOTES:

1. EXISTING PERSHING CONCRETE LINED CHANNEL TO BE REMOVED PER SEPARATE FLOOD CONTROL IMPROVEMENT PLAN.
2. EXISTING STREET LIGHT.
3. EXISTING 24" STORM DRAIN TO BE REMOVED PER SEPARATE PLAN.
4. EXISTING 18" STORM DRAIN TO BE REMOVED PER SEPARATE PLAN.
5. EXISTING 8" WATER TO BE REMOVED PER SEPARATE PLAN.



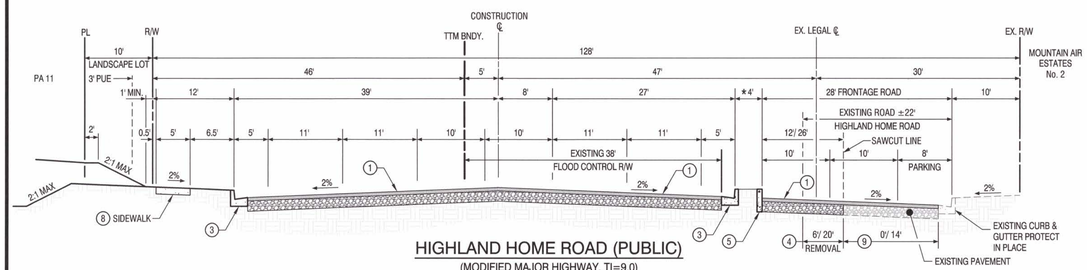
HIGHLAND HOME ROAD (PUBLIC)

(MODIFIED MAJOR HIGHWAY, TI=9.0)
(NORTH OF GILMAN STREET)
(STA. 39+37.06 TO STA. 47+64.85)
SCALE 1"=10'



HIGHLAND HOME ROAD (PUBLIC)

(MODIFIED MAJOR HIGHWAY, TI=9.0)
(HOFFER STREET TO GILMAN STREET)
(STA. 24+79.72 TO STA. 31+27.54)
* LANDSCAPED MEDIAN PER SEPARATE PLAN
SCALE 1"=10'



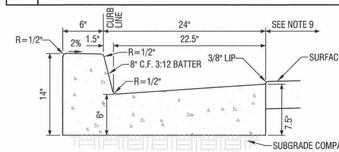
HIGHLAND HOME ROAD (PUBLIC)

(MODIFIED MAJOR HIGHWAY, TI=9.0)
(WILSON STREET TO HOFFER STREET)
(STA. 20+66.88 TO STA. 22+93.79)
* LANDSCAPED MEDIAN PER SEPARATE PLAN
SCALE 1"=10'

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

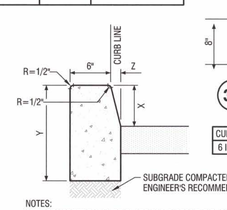
	STREET IMPROVEMENTS	UNIT	QUANTITY
1	CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.	SF	156,490
2	CONSTRUCT MINIMUM 7" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 3.	SF	480
3	CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).	LF	3,613
4	SAWCUT, REMOVE AND DIPOSE OF EXISTING AC PAVEMENT AND BASE	SF	11,648
5	CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).	LF	3,593
6	CONSTRUCT CURB FACE TRANSITION FROM 8" TO 6" PER DETAIL ON SHT. NO. 3.	LF	220
7	CONSTRUCT MOUNTABLE CURB TRANSITION PER DET. ON SHT. NO. 3.	LF	24
8	CONSTRUCT 4" THICK P.C.C. CONCRETE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').	SF	15,305
9	CONSTRUCT 0.15' AC GRIND AND MINIMUM 0.15' AC OVERLAY PER SOILS ENGINEER'S RECOMMENDATIONS AND DETAIL ON SHT. NO. 3.	SF	17,365
10	CONSTRUCT MINIMUM 4" THICK STAMPED CONCRETE (RIVER ROCK, COLOR STANDARD GREY) AND DETAIL SHT. NO. 3.	SF	4,095
11	CONSTRUCT ACCESS RAMP TYPE I PER CITY OF BANNING STD. DWG. NO. 214.	EA	7
12	CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 (W=6').	SF	2,184
13	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'C' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.	EA	1
14	INSTALL PIPE GATES, MODIFIED FOR DUAL GATES PER DETAIL ON SHT. NO. 7 & PER RCFC & WCD STD. DWG. NO. M820.	EA	1
15	ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	36
16	ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.	EA	12
17	INSTALL LED STREET LIGHT (200W HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. 600-30 & 600-31.	EA	10
18	INSTALL 2x4 REDWOOD HEADER PER DETAIL ON SHT. NO. 2.	LF	1,681
19	INSTALL CABLE RAILING PER CALTRANS STD. DWG. NO. B11-47 (SECTION A-A).	LF	38
20	ADJUST NON-POTABLE WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.	EA	14
21	CONSTRUCT TYPE "B1-6(150)" MOUNTABLE CURB ONLY (8" CF) PER APWA STD. DWG. NO. 121-2.	LF	120
22	CONSTRUCT TYPE "B2-6(150)" MOUNTABLE CURB &GUTTER (8" CF) PER APWA STD. DWG. NO. 121-2.	LF	120
23	ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.	EA	8
24	REMOVE EXISTING MEDIAN CURB	LF	537
25	REMOVE EXISTING TREE	EA	3
26	REMOVE EXISTING MEDIAN HARDSCAPE	SF	1,526
27	CONSTRUCT MODIFIED DRIVEWAY APPROACH (W=16') PER CITY OF BANNING STD. DWG. NO. C-210	EA	1
28	REMOVE EXISTING CURB & GUTTER	LF	122
29	CONSTRUCT 3" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE.	SF	1,894
30	SAWCUT, REMOVE AND DIPOSE PORTION OF EXISTING CROSS GUTTER AND SPANDREL	SF	187
31	CONSTRUCT CROSS GUTTER AND SPANDREL MODIFIED FOR EXISTING CROSS GUTTER JOIN PER CITY OF BANNING STD. DWG. NO. C-211 (W=8').	SF	35
32	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD202 CASE 'A' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.	EA	3
33	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'A' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.	EA	2
34	CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'B' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.	EA	1
35	CONSTRUCT 8" AC BERM PER CITY OF BANNING STD. DWG. NO. C-204 AND DET. ON SHT. NO. 3	LF	174
36	CONSTRUCT CONCRETE MOW CURB PER DETAIL SHT. NO. 3	LF	141
37	CONSTRUCT AC BERM TERMINUS PER DETAIL HEREON	EA	2
38	INSTALL DECOMPOSED GRANITE PER LANDSCAPE ARCHITECT'S PLAN	SF	1,876
39	INSTALL 2-4" DIA.TYPE 3, SCH. 80 PVC TRAFFIC SIGNAL CONDUIT/ SLEEVE PER TRAFFIC SIGNAL IMPROVEMENT PLAN AND TRAFFIC SIGNAL ENGINEER'S RECOMMANDATIONS.	LF	89
40	INSTALL 1-4" DIA.TYPE 3, SCH. 80 PVC TRAFFIC SIGNAL CONDUIT/ SLEEVE PER TRAFFIC SIGNAL IMPROVEMENT PLAN AND TRAFFIC SIGNAL ENGINEER'S RECOMMANDATIONS.	LF	45
41	ADJUST GAS VALVE COVER TO GRADE PER SOCAL GAS COMPANY STANDARDS AND UNDER DIRECT INSPECTION OF SOCAL GAS COMPANY. CONTRACTOR TO VERIFY EXISTING LOCATION PRIOR TO CONSTRUCTION.	EA	4
42	CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE). PREPARE CURB FINISH ON UPPER 8" OF BACKSIDE OF CURB.	LF	82
43	INSTALL 1-3" DIA.TYPE 3, SCH. 80 PVC TRAFFIC SIGNAL CONDUIT/ SLEEVE PER TRAFFIC SIGNAL IMPROVEMENT PLAN AND TRAFFIC SIGNAL ENGINEER'S RECOMMANDATIONS.	LF	45

	SIGNING AND STRIPING	UNIT	QUANTITY
50	INSTALL SIGN POST PER DETAIL SHT. NO. 8	EA	33
51	INSTALL R1-1 SIGN ("STOP") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	6
52	INSTALL R2-1 SIGN ("SPEED LIMIT 35 MPH") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
53	INSTALL R3-5(L) SIGN (LEFT TURN ONLY) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
54	INSTALL R26(CA) SIGN ("NO PARKING - ANYTIME") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	11
55	INSTALL R4-7 RIGHT SIGN (KEEP RIGHT) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	5
56	INSTALL W3-1 RIGHT SIGN (STOP AHEAD) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
57	INSTALL R7-9A SIGN ("NO PARKING - BIKE LANE") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	14
58	INSTALL W1-7 SIGN PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
59	INSTALL W4-2 SIGN (LANE DROP) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
60	INSTALL W9-1 SIGN ("RIGHT LANE ENDS") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
61	INSTALL OM1-1 SIGN (YELLOW MARKER) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	5
62	INSTALL W31 SIGN ("END") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
63	INSTALL OM4-3 SIGN (RED MARKER) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	3
64	INSTALL R3-7 SIGN ("RIGHT LANE MUST TURN RIGHT") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	2
65	INSTALL W1-6 (R) SIGN PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
66	REMOVE EXISTING STREET SIGN POST.	EA	2
67	INSTALL W3-3 SIGN (SIGNAL AHEAD) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	2
68	INSTALL R81A (CA) SIGN ("BEGIN") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
69	INSTALL R81 (CA) SIGN ("BIKE LANE") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
70	INSTALL R81B (CA) SIGN ("END") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
71	INSTALL R6-1 SIGN ("ONE WAY") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	4
72	INSTALL STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816.	EA	1
73	REMOVE EXISTING STOP SIGN	EA	3
74	INSTALL 12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. RSP A24G	LF	245
75	INSTALL TYPE "I" DELINEATOR PER CA MUTCD STD.	EA	8
76	PAINT CURB RED	LF	1,082
77	REMOVE EXISTING STREET NAME SIGN	EA	2
78	INSTALL 6" YELLOW LEFT EDGE LINE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 25	LF	2,792
79	INSTALL 6" SOLID WHITE RIGHT EDGE LINE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 27B	LF	2,427
80	INSTALL DOUBLE YELLOW STRIPE PER CALTRANS STD. DWG. NO. A20A, DETAIL 22	LF	326
82	INSTALL DOUBLE YELLOW MEDIAN STRIPE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 29	LF	1,930
83	INSTALL 8" SOLID WHITE CHANNELIZING STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 38	LF	1,208
84	INSTALL 6" SOLID WHITE BIKE LANE STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 39	LF	2,268
85	INSTALL 6" SKIP WHITE BIKE LANE STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 39A (L=PER PLAN)	LF	1,198
86	INSTALL TYPE IV (L) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A	EA	22
87	INSTALL TYPE IV (R) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A	EA	3
88	INSTALL BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A	EA	7
89	INSTALL BIKE LANE SYMBOL W/ PERSON PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24C	EA	7
90	INSTALL "BIKE" "LANE" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	7
91	INSTALL YELLOW PAINTED MEDIAN NOSE WITH YELLOW RPM ON TOP OF CURB	EA	9
92	INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D	EA	9
93	INSTALL (50') 6" SOLID WHITE LINE WITH TYPE "G" PAVEMENT MARKER AT EACH END	LF	575
94	INSTALL 6" DASH WHITE LANE LINE PER CALTRANS STD. DWG. NO. A20A, DETAIL 9	LF	2,533
95	INSTALL TYPE VI ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A	EA	3
96	INSTALL R3-5(R) SIGN (RIGHT TURN ONLY) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	2
97	INSTALL R3-2 SIGN (NO LEFT TURN) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9	EA	1
98	INSTALL FIRE HYDRANT SPOTTER, STIMSONITE # 88 BLUE OR APPROVED EQUAL PER CITY OF BANNING STD. DWG. NO. W-18.	EA	9
99	INSTALL YELLOW PAINTED AC BERM TERMINUS (L =10') WITH YELLOW RPM ON TOP OF AC BERM.	EA	2
100	INSTALL DOUBLE-SIDED TYPE K-2 (CA) MARKER PER CALTRANS STD. DWG. NO. A73A.	EA	8



NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%.
8. A MIN. 1' WIDE AC PAVEMENT REPAIR SECTION SHALL BE CONSTRUCTED WHEN CURB AND GUTTER IS PLACED ADJACENT TO EXISTING AC PAVEMENT.
9. PAVEMENT SURFACE SHALL BE FLUSH WITH THE EDGE OF GUTTER (NO LIP) WHEN FRONTING THE BOTTOM OF AN ACCESS RAMP.

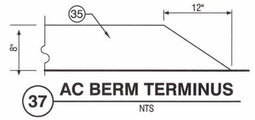
MODIFIED TYPE "B" CURB AND GUTTER (8")
3 — CITY STD. DWG. NO. C-201 (NO CLASS II AGGREGATE) NTS

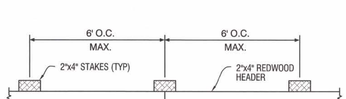


CURB FACE	X	Y	Z
6 INCHES	8"	16"	2"

NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2 RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL BE SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. CURBS SHALL HAVE EXPANSION JOINTS AT B.C.R. AND E.C.R. AND WEAKENED PLANE JOINTS AT 10' INTERVALS ONLY; NO SCORELINE ALLOWED.
6. WHEN CURB IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.

MODIFIED TYPE "D" CURB ONLY (8")
5 42 — CITY STD. DWG. NO. C-203 (NO CLASS II AGGREGATE BASE) NTS





NOTES:
1. REDWOOD HEADER TO BE INSTALLED AFTER BASE MATERIAL IS IN PLACE. COMPACTED EARTH BACKFILL MUST BE IN PLACE BEFORE A.C. PAVING IS LAID.
2. REDWOOD HEADER TO BE PLACED ACROSS ENTIRE SPAN AT END OF AC PAVEMENT ALL REDWOOD HEADERS TO BE CONSTRUCTION GRADE CALIFORNIA REDWOOD.
3. REDWOOD HEADERS TO BE FASTENED TO STAKES USING TWELVE PENNY (12d) GALVANIZED NAILS.

18 2x4 REDWOOD HEADER NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ — 17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
DATE 5/9/2022

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23 — SENIOR CIVIL ENGINEER — DATE 5/24/22

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23 — DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE 5/27/22

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 12

TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

MDS Proj. Data: I:\89408\ENGINEERING\Plans\Street\37389-1\Off-site\Highland Home Road
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Last Edit: 02.08.2021 04:20:37 PM By: MLudwig
Plot Scale: 1" = 1" Dwg Scale: ----
Plot Date: 02.08.2021 4:23:31 PM By: MLudwig
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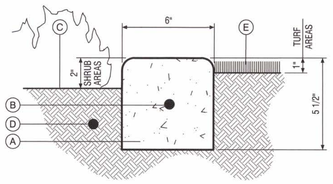
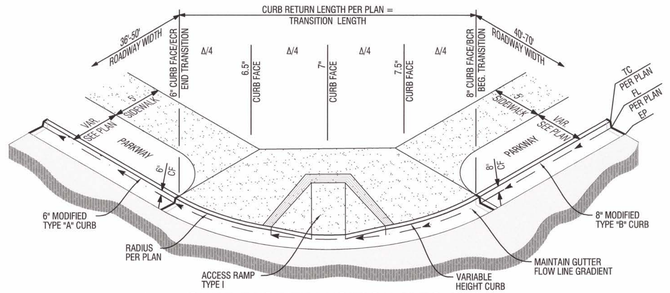


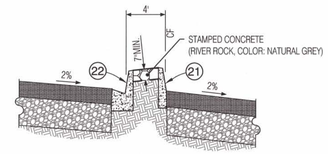
LEGEND:

(A) POURED CONCRETE MOW STRIP WITH BROOM FINISH, 1/2" RADIUS @ EXPOSED EDGES. INSTALL CONTROL JOINTS @ 8'-0" o.c. MAX.
(B) #3 REBAR CONTINUOUS SET @ MID-DEPTH.
(C) FINISH GRADE.
(D) 90% COMPACTED SUB-GRADE, OR PER SOIL REPORT.
(E) ADJACENT TURF PER CONSTRUCTION PLAN.

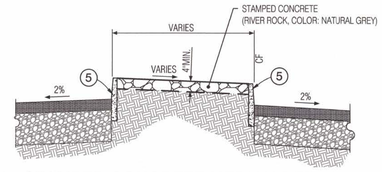
36 CONCRETE MOWCURB
NTS



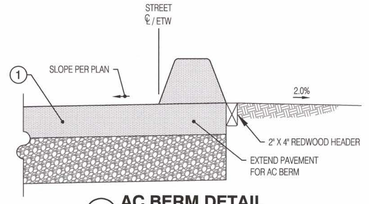
6 CURB FACE TRANSITION 8" TO 6"
NTS



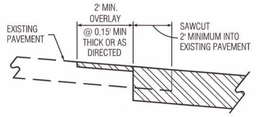
2 STAMPED CONCRETE MEDIAN DETAIL
NOT TO SCALE



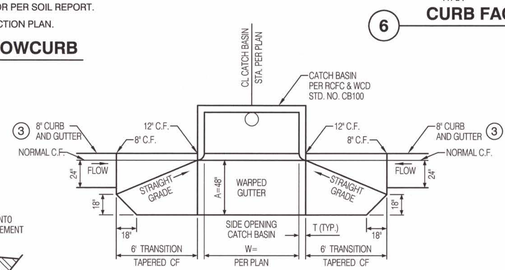
10 STAMPED CONCRETE MEDIAN DETAIL
NOT TO SCALE



35 AC BERM DETAIL
MODIFIED CITY STD. DWG. NO. C-204
NTS

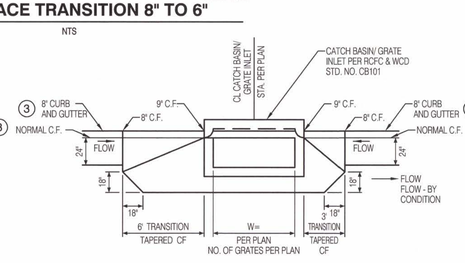


9 JOIN DETAIL
ALSO SEE SOILS ENGINEERS RECOMMENDATIONS
NOT TO SCALE



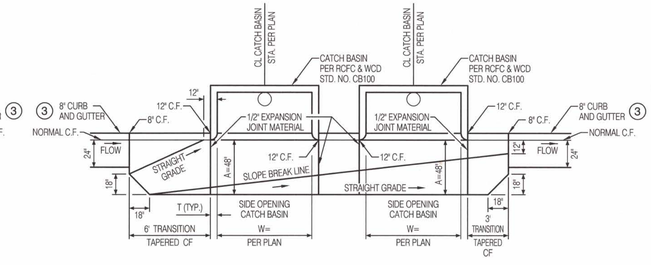
NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED. T=SEE STANDARD DRAWING 300(A) DIMENSIONS. W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS 'B' CONCRETE.

13 MODIFIED LOCAL DEPRESSION
R.C.F.C. & W.C.D. STD. DWG. NO. LD201 – CASE 'C'
NTS



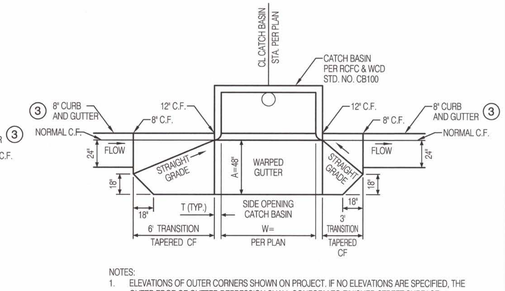
NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED. T=SEE STANDARD DRAWING 300(A) DIMENSIONS. W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS 'B' CONCRETE.

32 MODIFIED LOCAL DEPRESSION
R.C.F.C. & W.C.D. STD. DWG. NO. LD202 – CASE 'A'
NTS



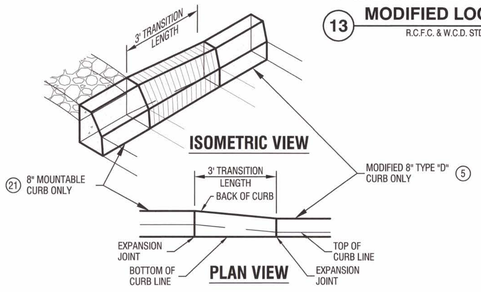
NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED. T=SEE STANDARD DRAWING 300(A) DIMENSIONS. W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS 'B' CONCRETE.

33 MODIFIED LOCAL DEPRESSION
R.C.F.C. & W.C.D. STD. DWG. NO. LD201 – CASE 'A'
NTS

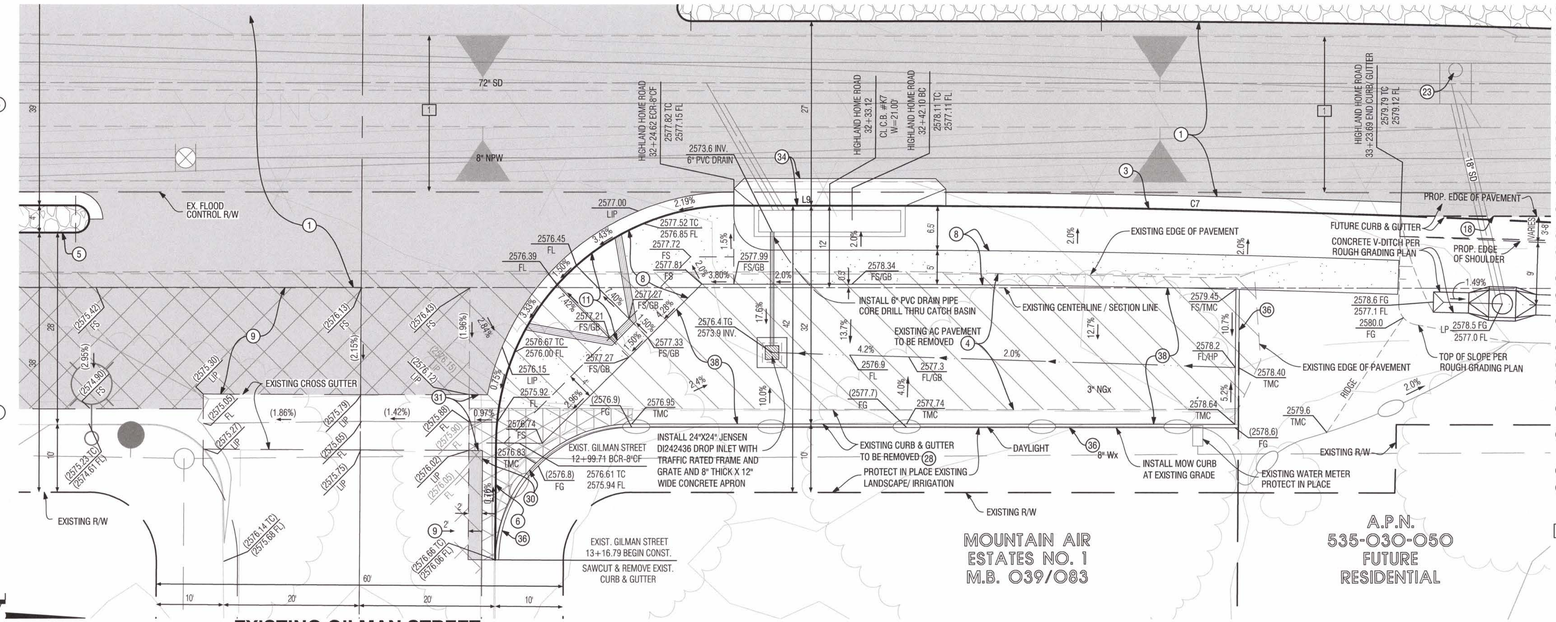


NOTES:
1. ELEVATIONS OF OUTER CORNERS SHOWN ON PROJECT. IF NO ELEVATIONS ARE SPECIFIED, THE OUTER EDGE OF GUTTER DEPRESSION SHALL CONFORM TO FINISHED STREET SURFACE.
2. A=4 FEET UNLESS OTHERWISE SPECIFIED. T=SEE STANDARD DRAWING 300(A) DIMENSIONS. W=4 FEET MIN. , UNLESS OTHERWISE SPECIFIED.
3. WHERE NO CURB EXISTS, CURB SHALL BE CONSTRUCTED BETWEEN ENDS OF GUTTER DEPRESSION. CURB SECTION SHALL CONFORM TO THAT OF CONTROLLING AGENCY.
4. DEPRESSION SHALL BE CLASS 'B' CONCRETE.

34 MODIFIED LOCAL DEPRESSION
R.C.F.C. & W.C.D. STD. DWG. NO. LD201 – CASE 'B'
NTS



7 MOUNTABLE CURB AND GUTTER TRANSITION
NTS



0 5 10 20 40
1"=10' GRAPHIC SCALE

HIGHLAND HOME ROAD AT GILMAN STREET ENLARGED DETAIL 'A'

SEE SHEET 5 OF 12 FOR PLAN AND PROFILE
SCALE 1"=10'

CONSTRUCTION NOTES:

1. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
2. CONSTRUCT MINIMUM 7" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL HEREON.
3. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
4. SAWCUT, REMOVE AND DIPOSE OF EXISTING AC PAVEMENT AND BASE
5. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
6. CONSTRUCT CURB FACE TRANSITION FROM 8" TO 6" PER DETAIL HEREON.
7. CONSTRUCT MOUNTABLE CURB TRANSITION PER DETAIL HEREON.
8. CONSTRUCT 4" THICK P.C.C. CONCRETE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
9. CONSTRUCT 0.15' AC GRIND AND MINIMUM 0.15' AC OVERLAY PER SOILS ENGINEER'S RECOMMENDATIONS AND DETAIL HEREON.
10. CONSTRUCT MINIMUM 4" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL HEREON.
11. CONSTRUCT ACCESS RAMP TYPE I PER CITY OF BANNING STD. DWG. NO. 214.
15. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
18. INSTALL 2x4 REDWOOD HEADER PER DETAIL SHT. NO. 2.
21. CONSTRUCT TYPE "B1-6(150)" MOUNTABLE CURB (8" CF) PER APWA STD. DWG. NO. 121-2.
22. CONSTRUCT TYPE "B2-6(150)" MOUNTABLE CURB & GUTTER (8" CF) PER APWA STD. DWG. NO. 121-2.
23. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
28. REMOVE EXISTING CURB & GUTTER
30. SAWCUT, REMOVE AND DIPOSE PORTION OF EXISTING CROSS GUTTER AND SPANDREL
31. CONSTRUCT CROSS GUTTER AND SPANDREL MODIFIED FOR EXISTING CROSS GUTTER JOIN PER CITY OF BANNING STD. DWG. NO. C-211 (W=8').
34. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 -- CASE 'B' AND DETAIL HEREON. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
36. CONSTRUCT CONCRETE MOW CURB PER DETAIL HEREON.
38. INSTALL DECOMPOSED GRANITE PER LANDSCAPE ARCHITECT'S PLAN.

NOTES:

1. EXISTING PERSHING CONCRETE LINED CHANNEL TO BE REMOVED PER SEPARATE FLOOD CONTROL IMPROVEMENT PLAN.

LEGEND:

- INDICATES CONSTRUCT A.C. PAVING SECTION PER CONSTRUCTION NOTE
- INDICATES SAWCUT AND REMOVE EXISTING AC PAVING
- INDICATES GRIND 0.15' EXISTING A.C. AND CONSTRUCT 0.15' MINIMUM A.C. OVERLAY
- INDICATES SAWCUT AND REMOVE PORTION OF EXISTING CROSS GUTTER AND SPANDREL

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
DATE 5/5/2022

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

City of BANNING INCORPORATED 1913 EXCESS OPPORTUNITY

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23 SENIOR CIVIL ENGINEER — DATE 5/24/22
APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23 DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE 5/27/22

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 12

TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

MDS Proj. Data: I:\89408\ENGINEERING\Plans\Street\37389-1\DR-sht\Highland Home Road
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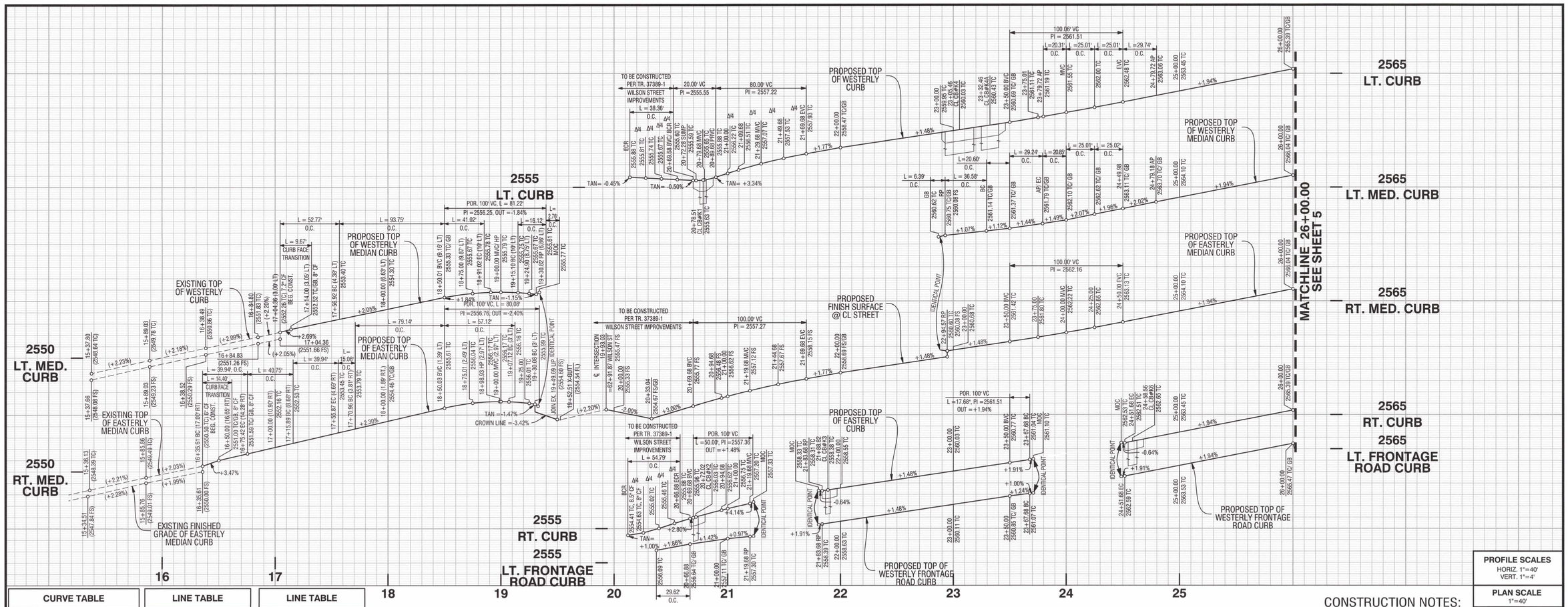
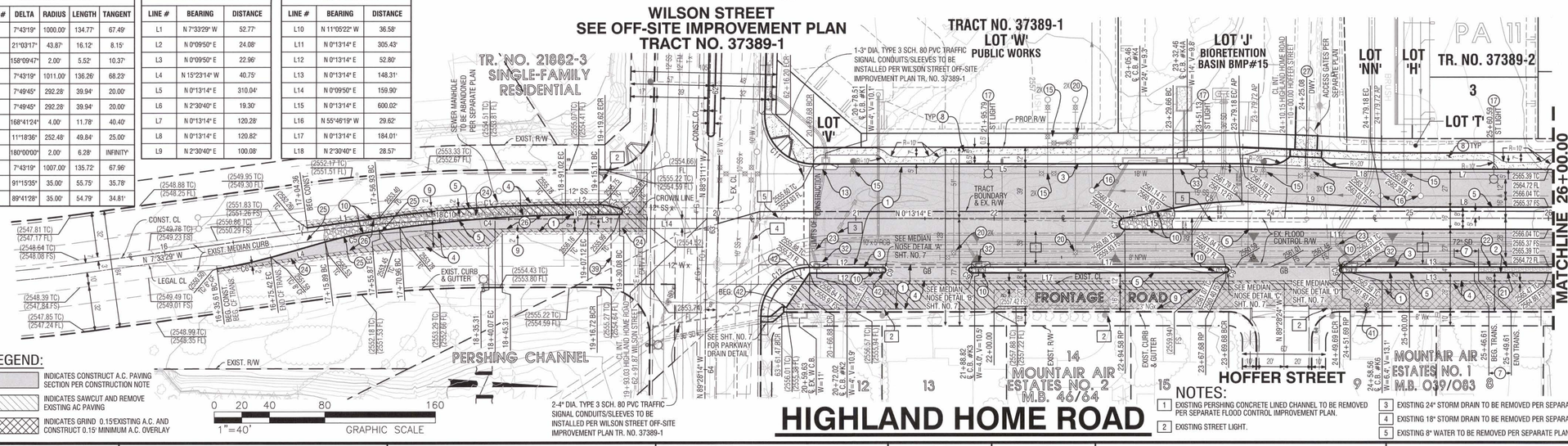


CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°43'19"	1000.00'	134.77'	67.49'
C2	21°03'17"	43.87'	16.12'	8.15'
C3	158°09'47"	2.00'	5.52'	10.37'
C4	7°43'19"	1011.00'	136.26'	68.23'
C5	7°49'45"	292.28'	39.94'	20.00'
C6	7°49'45"	292.28'	39.94'	20.00'
C7	168°41'24"	4.00'	11.78'	40.40'
C8	111°18'36"	252.48'	49.84'	25.00'
C9	180°00'00"	2.00'	6.28'	INFINITY'
C10	7°43'19"	1007.00'	135.72'	67.96'
C11	91°15'35"	35.00'	55.75'	35.78'
C12	89°41'28"	35.00'	54.79'	34.81'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 7°33'29" W	52.77'
L2	N 0°09'50" E	24.08'
L3	N 0°09'50" E	22.96'
L4	N 15°23'14" W	40.75'
L5	N 0°13'14" E	310.04'
L6	N 2°30'40" E	19.30'
L7	N 0°13'14" E	120.28'
L8	N 0°13'14" E	120.82'
L9	N 2°30'40" E	100.08'

LINE TABLE		
LINE #	BEARING	DISTANCE
L10	N 11°05'22" W	36.58'
L11	N 0°13'14" E	305.43'
L12	N 0°13'14" E	52.80'
L13	N 0°13'14" E	148.31'
L14	N 0°09'50" E	159.90'
L15	N 0°13'14" E	600.02'
L16	N 55°46'19" W	29.62'
L17	N 0°13'14" E	184.01'
L18	N 2°30'40" E	28.57'



CONSTRUCTION NOTES:

1. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
2. CONSTRUCT MINIMUM 7" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 2.
3. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
4. SAWCUT, REMOVE AND DIPOSE OF EXISTING AC PAVEMENT AND BASE.
5. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
7. CONSTRUCT MOUNTABLE CURB TRANSITION PER DET. ON SHT. NO. 3.
8. CONSTRUCT 4" THICK P.C.C. CONCRETE SIDEWALK PER CITY OF BANNING STD DWG. NO. C-213 (W=5.0').
9. CONSTRUCT 0.15' AC GRIND AND MINIMUM 0.15' AC OVERLAY PER SOILS ENGINEER'S RECOMENDATIONS AND DETAIL ON SHT. NO. 3.
10. CONSTRUCT MINIMUM 4" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 3.
13. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'C' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
15. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
16. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
17. INSTALL LED STREET LIGHT (200W HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. 600-30 & 600-31.
20. ADJUST NON-POTABLE WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
21. CONSTRUCT TYPE "B1-6(150)" MOUNTABLE CURB (8" CF) PER APWA STD. DWG. NO. 121-2.
22. CONSTRUCT TYPE "B2-6(150)" MOUNTABLE CURB &GUTTER (8" CF) PER APWA STD. DWG. NO. 121-2.
23. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
24. REMOVE EXISTING MEDIAN CURB
25. REMOVE EXISTING TREE
26. REMOVE EXISTING MEDIAN HARDSCAPE
27. CONSTRUCT MODIFIED DRIVEWAY APPROACH (W=16') PER CITY OF BANNING STD. DWG. NO. C-210.
32. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD202 CASE 'A' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
33. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'A' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
39. INSTALL 2-4" DIA.TYPE 3, SCH. 80 PVC TRAFFIC SIGNAL CONDUIT/ SLEEVE PER TRAFFIC SIGNAL IMPROVEMENT PLAN AND TRAFFIC SIGNAL ENGINEER'S RECOMMANDATIONS.
41. ADJUST GAS VALVE COVER TO GRADE PER SOCAL GAS COMPANY STANDARDS AND UNDER DIRECT INSPECTION OF SOCAL GAS COMPANY. CONTRACTOR TO VERIFY EXISTING LOCATION PRIOR TO CONSTRUCTION.
42. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE). PREPARE CURB FINISH ON UPPER 8" OF BACKSIDE OF CURB.

LEGEND:

- INDICATES CONSTRUCT A.C. PAVING SECTION PER CONSTRUCTION NOTE
- INDICATES SAWCUT AND REMOVE EXISTING AC PAVING
- INDICATES GRIND 0.15'EXISTING A.C. AND CONSTRUCT 0.15' MINIMUM A.C. OVERLAY

NOTES:

1. EXISTING PERSHING CONCRETE LINED CHANNEL TO BE REMOVED PER SEPARATE FLOOD CONTROL IMPROVEMENT PLAN.
2. EXISTING STREET LIGHT.
3. EXISTING 24" STORM DRAIN TO BE REMOVED PER SEPARATE PLAN
4. EXISTING 18" STORM DRAIN TO BE REMOVED PER SEPARATE PLAN
5. EXISTING 8" WATER TO BE REMOVED PER SEPARATE PLAN.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

HIGHLAND HOME ROAD

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
5/9/2022 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN O. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER
5/24/22 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/27/22 DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA. 19+93.03 TO 26+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 12

TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

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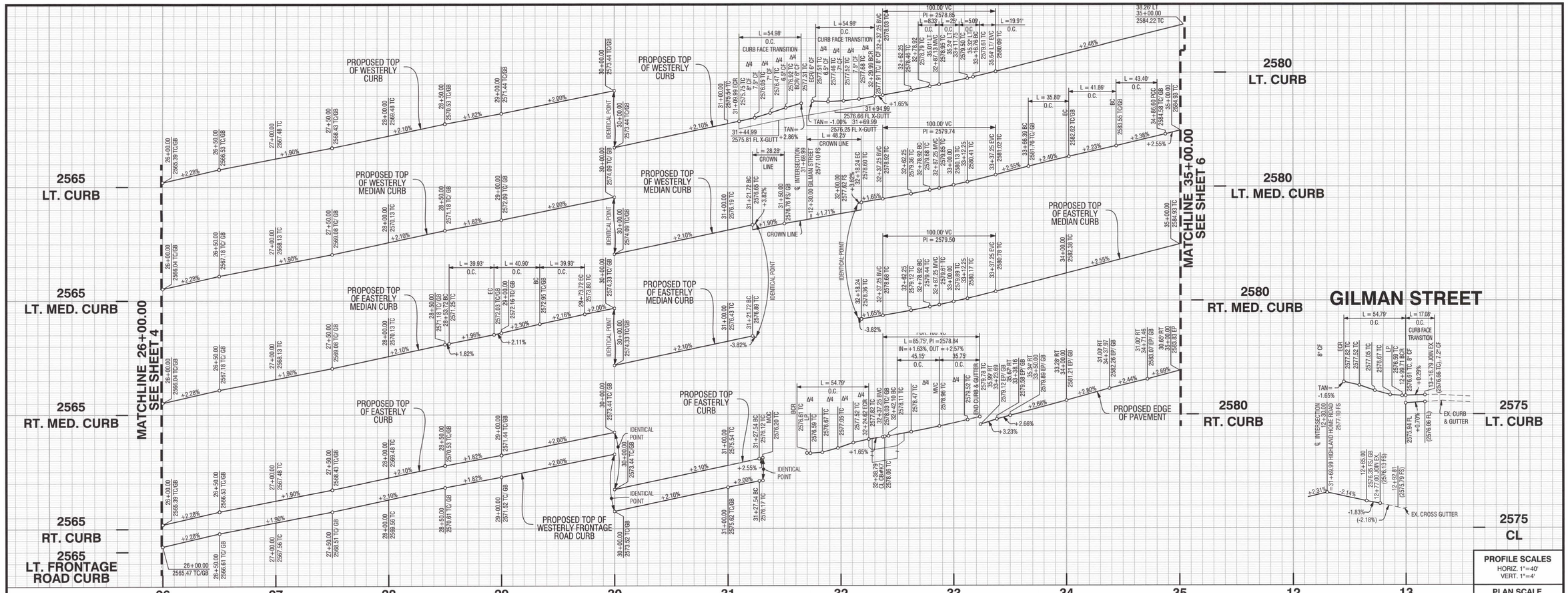

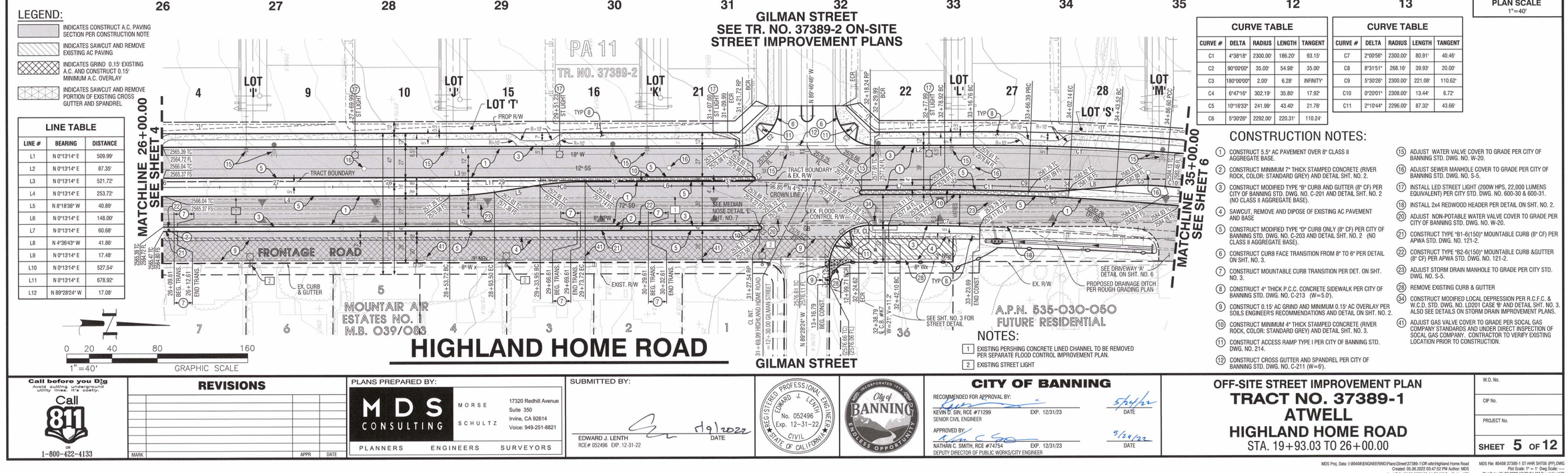

LEGEND:

- INDICATES CONSTRUCT A.C. PAVING SECTION PER CONSTRUCTION NOTE
- INDICATES SAWCUT AND REMOVE EXISTING AC PAVING
- INDICATES GRIND 0.15' EXISTING A.C. AND CONSTRUCT 0.15' MINIMUM A.C. OVERLAY
- INDICATES SAWCUT AND REMOVE PORTION OF EXISTING CROSS GUTTER AND SPANDREL

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	509.99'
L2	N 0°13'14" E	87.35'
L3	N 0°13'14" E	521.72'
L4	N 0°13'14" E	253.72'
L5	N 8°18'36" W	40.89'
L6	N 0°13'14" E	148.00'
L7	N 0°13'14" E	60.68'
L8	N 4°36'43" W	41.86'
L9	N 0°13'14" E	17.48'
L10	N 0°13'14" E	527.54'
L11	N 0°13'14" E	678.92'
L12	N 89°28'24" W	17.08'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	4°38'18"	2300.00'	186.20'	93.15'
C2	90°00'00"	35.00'	54.98'	35.00'
C3	180°00'00"	2.00'	6.28'	INFINITY'
C4	6°47'16"	302.19'	35.80'	17.92'
C5	10°16'33"	241.99'	43.40'	21.76'
C6	5°30'26"	2292.00'	220.31'	110.24'

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C7	2°00'56"	2300.00'	80.91'	40.46'
C8	8°31'51"	268.16'	39.93'	20.00'
C9	5°30'26"	2300.00'	221.08'	110.62'
C10	0°20'01"	2308.00'	13.44'	6.72'
C11	2°10'44"	2296.00'	87.32'	43.66'

CONSTRUCTION NOTES:

1. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
2. CONSTRUCT MINIMUM 7" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 2.
3. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
4. SAWCUT, REMOVE AND DIPOSE OF EXISTING AC PAVEMENT AND BASE
5. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
6. CONSTRUCT CURB FACE TRANSITION FROM 8" TO 6" PER DETAIL ON SHT. NO. 3.
7. CONSTRUCT MOUNTABLE CURB TRANSITION PER DET. ON SHT. NO. 3.
8. CONSTRUCT 4" THICK P.C.C. CONCRETE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
9. CONSTRUCT 0.15' AC GRIND AND MINIMUM 0.15' AC OVERLAY PER SOILS ENGINEER'S RECOMMENDATIONS AND DETAIL ON SHT. NO. 2.
10. CONSTRUCT MINIMUM 4" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 3.
11. CONSTRUCT ACCESS RAMP TYPE I PER CITY OF BANNING STD. DWG. NO. 214.
12. CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 (W=6').
15. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
16. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
17. INSTALL LED STREET LIGHT (200W HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. 600-30 & 600-31.
18. INSTALL 2x4 REDWOOD HEADER PER DETAIL ON SHT. NO. 2.
20. ADJUST NON-POTABLE WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
21. CONSTRUCT TYPE "B1-6(150)" MOUNTABLE CURB (8" CF) PER APWA STD. DWG. NO. 121-2.
22. CONSTRUCT TYPE "B2-6(150)" MOUNTABLE CURB &GUTTER (8" CF) PER APWA STD. DWG. NO. 121-2.
23. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
28. REMOVE EXISTING CURB & GUTTER
34. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'B' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
41. ADJUST GAS VALVE COVER TO GRADE PER SOCAL GAS COMPANY STANDARDS AND UNDER DIRECT INSPECTION OF SOCAL GAS COMPANY. CONTRACTOR TO VERIFY EXISTING LOCATION PRIOR TO CONSTRUCTION.

NOTES:

1. EXISTING PERSHING CONCRETE LINED CHANNEL TO BE REMOVED PER SEPARATE FLOOD CONTROL IMPROVEMENT PLAN.
2. EXISTING STREET LIGHT

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

MARK	REVISIONS	APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/24/22
DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA. 19+93.03 TO 26+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 12

TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

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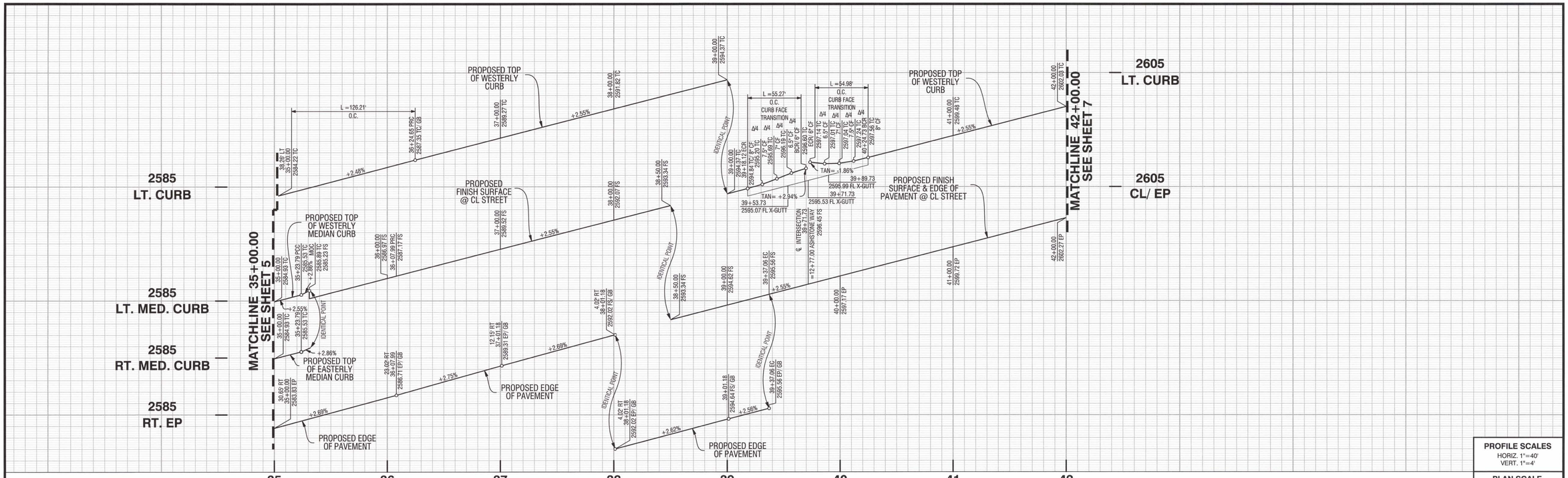
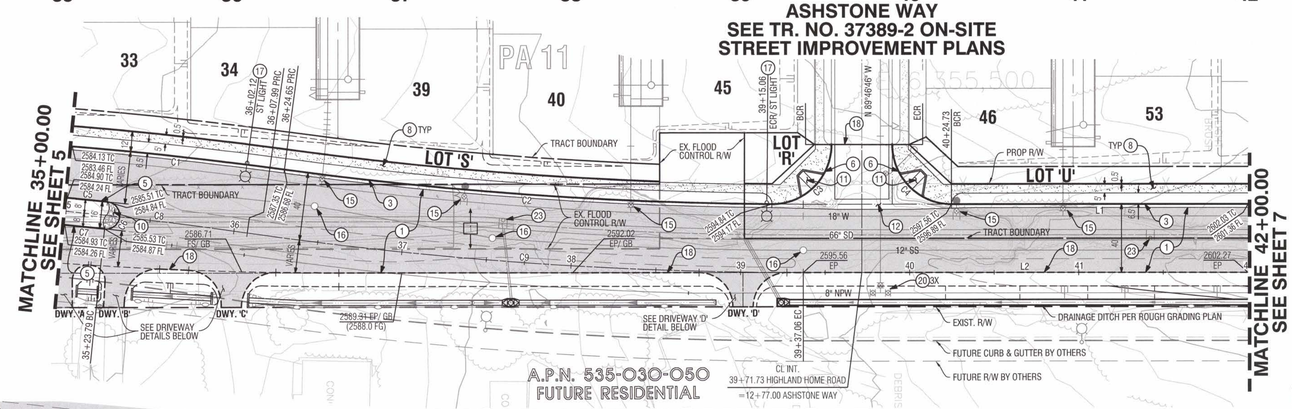




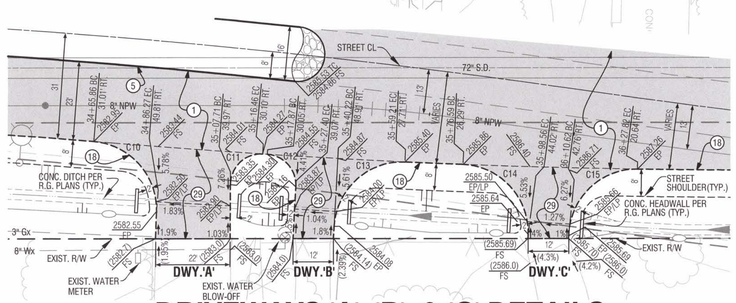
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	175.27'
L2	N 0°13'14" E	262.94'

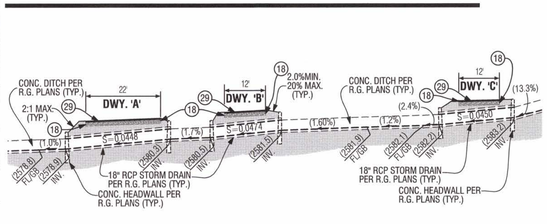
CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	3°08'39"	2300.00'	126.21'	63.12'
C2	7°18'38"	2260.00'	288.36'	144.38'
C3	90°28'19"	35.00'	55.27'	35.29'
C4	90°00'00"	35.00'	54.98'	35.00'
C5	0°35'34"	2308.00'	23.88'	11.94'
C6	180°00'00"	8.00'	25.13'	INFINITY
C7	0°35'34"	2292.00'	23.71'	11.86'
C8	2°41'25"	2300.00'	107.99'	54.01'
C9	8°11'51"	2300.00'	329.07'	164.81'



DRIVEWAYS 'A', 'B', & 'C' DETAILS

SCALE 1"=20'



DRIVEWAYS 'A', 'B', & 'C' SECTION

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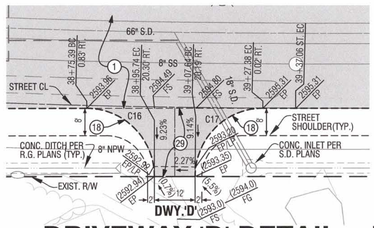
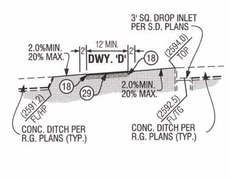


DRIVEWAY 'D' DETAIL

SCALE 1"=20'



DRIVEWAY 'D', SECTION

NOT TO SCALE

DRIVEWAY CURVE TABLE

CURVE #	DELTA	RADIUS	LENGHT	TANGENT
C10	86°49'54"	20.00'	30.31'	18.92'
C11	93°27'21"	9.00'	14.68'	9.56'
C12	89°26'42"	9.00'	14.05'	8.91'
C13	89°26'19"	20.00'	31.22'	19.81'
C14	89°10'51"	20.00'	31.13'	19.72'
C15	89°29'49"	20.00'	31.24'	19.82'
C16	89°58'59"	20.00'	31.41'	19.99'
C17	89°45'14"	20.00'	31.33'	19.91'

NOTES:

1 EXISTING PERSHING CONCRETE LINED CHANNEL TO BE REMOVED PER SEPARATE FLOOD CONTROL IMPROVEMENT PLAN.

0 20 40 80 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
3. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
5. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
6. CONSTRUCT CURB FACE TRANSITION FROM 8" TO 6" PER DETAIL ON SHT. NO. 3.
8. CONSTRUCT 4" THICK P.C.C. CONCRETE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
10. CONSTRUCT MINIMUM 4" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 3.
11. CONSTRUCT ACCESS RAMP TYPE I PER CITY OF BANNING STD. DWG. NO. 214.
12. CONSTRUCT CROSS GUTTER AND SPANDREL PER CITY OF BANNING STD. DWG. NO. C-211 (W=6').
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16. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
17. INSTALL LED STREET LIGHT (200W HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. 600-30 & 600-31.
18. INSTALL 2x4 REDWOOD HEADER PER DETAIL ON SHT. NO. 2.
20. ADJUST NON-POTABLE WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
23. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
29. CONSTRUCT 3" AC PAVEMENT OVER 6" CLASS II AGGREGATE BASE.

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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
5/9/2022 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER
5/24/22 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/24/22 DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA. 26+00.00 TO 34+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 12

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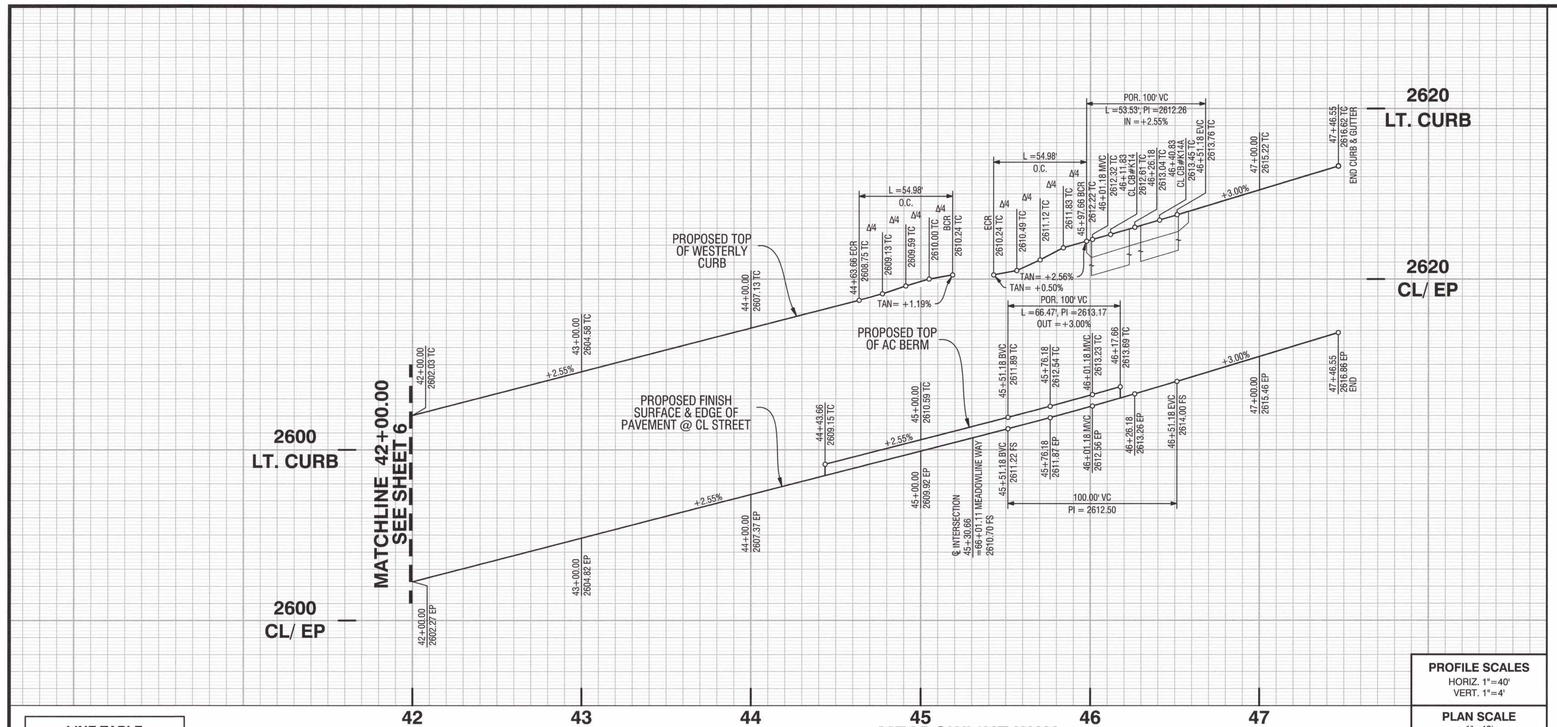
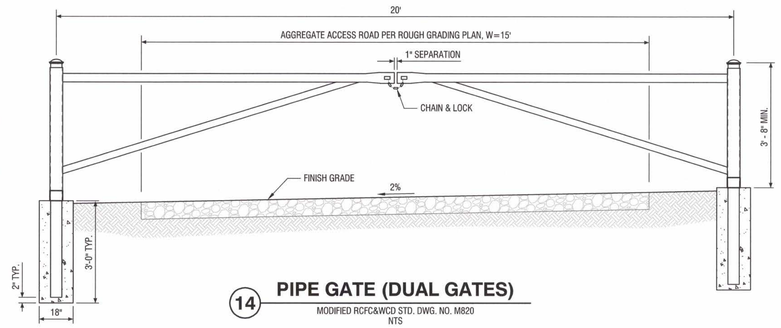
TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



14 PIPE GATE (DUAL GATES)
MODIFIED RCFC&WCD STD. DWG. NO. M820
NTS

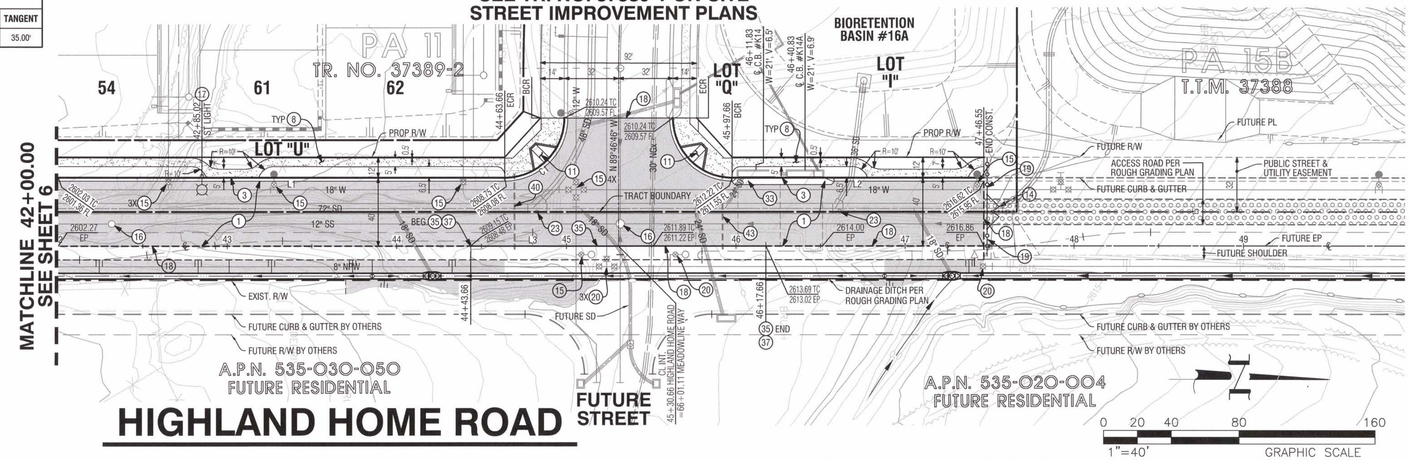
LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	263.66'
L2	N 0°13'14" E	148.89'
L3	N 0°13'14" E	546.55'

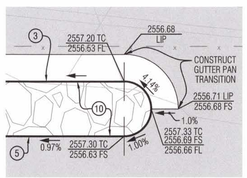
CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	90°00'00"	35.00'	54.98'	35.00'

CONSTRUCTION NOTES:

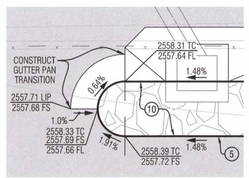
1. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
3. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8" CF) PER CITY OF BANNING STD. DWG. NO. C-201 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
5. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE).
8. CONSTRUCT 4" THICK P.C.C. CONCRETE SIDEWALK PER CITY OF BANNING STD. DWG. NO. C-213 (W=5.0').
10. CONSTRUCT MINIMUM 4" THICK STAMPED CONCRETE (RIVER ROCK, COLOR: STANDARD GREY) AND DETAIL SHT. NO. 3.
11. CONSTRUCT ACCESS RAMP TYPE I PER CITY OF BANNING STD. DWG. NO. 214.
14. INSTALL PIPE GATES, MODIFIED FOR DUAL GATES PER DETAIL ON SHT. NO. 7 & PER RCFC & WCD STD. DWG. NO. M820.
15. ADJUST WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
16. ADJUST SEWER MANHOLE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. S-5.
17. INSTALL LED STREET LIGHT (200W HPS, 22,000 LUMENS EQUIVALENT) PER CITY STD. DWG. NO. 600-30 & 600-31.
18. INSTALL 2x4 REDWOOD HEADER PER DETAIL ON SHT. NO. 2.
19. INSTALL CABLE RAILING PER CALTRANS STD. DWG. NO. B11-47 (SECTION A-A).
20. ADJUST NON-POTABLE WATER VALVE COVER TO GRADE PER CITY OF BANNING STD. DWG. NO. W-20.
23. ADJUST STORM DRAIN MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
33. CONSTRUCT MODIFIED LOCAL DEPRESSION PER R.C.F.C. & W.C.D. STD. DWG. NO. LD201 CASE 'A' AND DETAIL SHT. NO. 3. ALSO SEE DETAILS ON STORM DRAIN IMPROVEMENT PLANS.
35. CONSTRUCT 8" AC BERM PER CITY OF BANNING STD. DWG. NO. C-204 AND DETAIL SHT. NO. 3
37. CONSTRUCT AC BERM TERMINUS PER DETAIL SHT. NO. 2
40. INSTALL 1-4" DIA.TYPE 3, SCH. 80 PVC TRAFFIC SIGNAL CONDUIT/ SLEEVE PER TRAFFIC SIGNAL IMPROVEMENT PLAN AND TRAFFIC SIGNAL ENGINEER'S RECOMMANDATIONS.
42. CONSTRUCT MODIFIED TYPE "D" CURB ONLY (8" CF) PER CITY OF BANNING STD. DWG. NO. C-203 AND DETAIL SHT. NO. 2 (NO CLASS II AGGREGATE BASE). PREPARE CURB FINISH ON UPPER 8" OF BACKSIDE OF CURB.
43. INSTALL 1-3" DIA.TYPE 3, SCH. 80 PVC TRAFFIC SIGNAL CONDUIT/ SLEEVE PER TRAFFIC SIGNAL IMPROVEMENT PLAN AND TRAFFIC SIGNAL ENGINEER'S RECOMMANDATIONS.

MEADOWLINE WAY
SEE TR. NO. 37389-1 ON-SITE STREET IMPROVEMENT PLANS





MEDIAN NOSE DETAIL 'A'
SCALE: 1" = 5'



MEDIAN NOSE DETAIL 'B'
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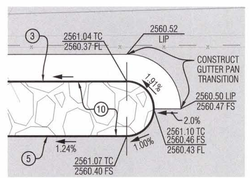
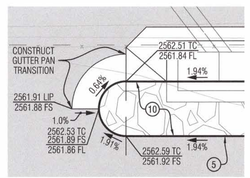
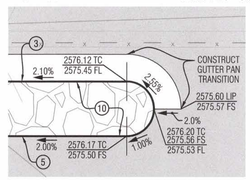


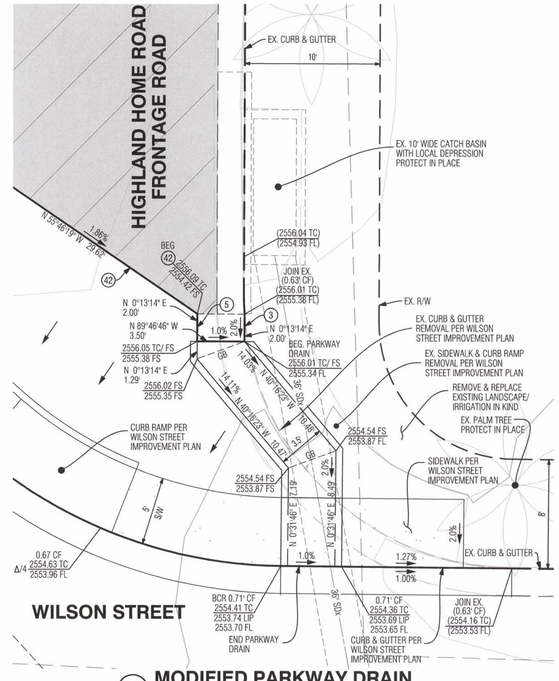
MEDIAN NOSE DETAIL 'C'
SCALE: 1" = 5'



MEDIAN NOSE DETAIL 'D'
SCALE: 1" = 5'



MEDIAN NOSE DETAIL 'E'
SCALE: 1" = 5'



32 MODIFIED PARKWAY DRAIN
CITY STD. DWG. NO. C-218
(SECONDARY OVERFLOW)
SCALE: 1" = 5'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
17320 Redhill Avenue
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Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/24/22
DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA. 42+00.00 TO 47+59.85

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 12

MDS Proj. Data: I:\89408\ENGINEERING\Plans\Street\37389-1\Off-site\Highland Home Road
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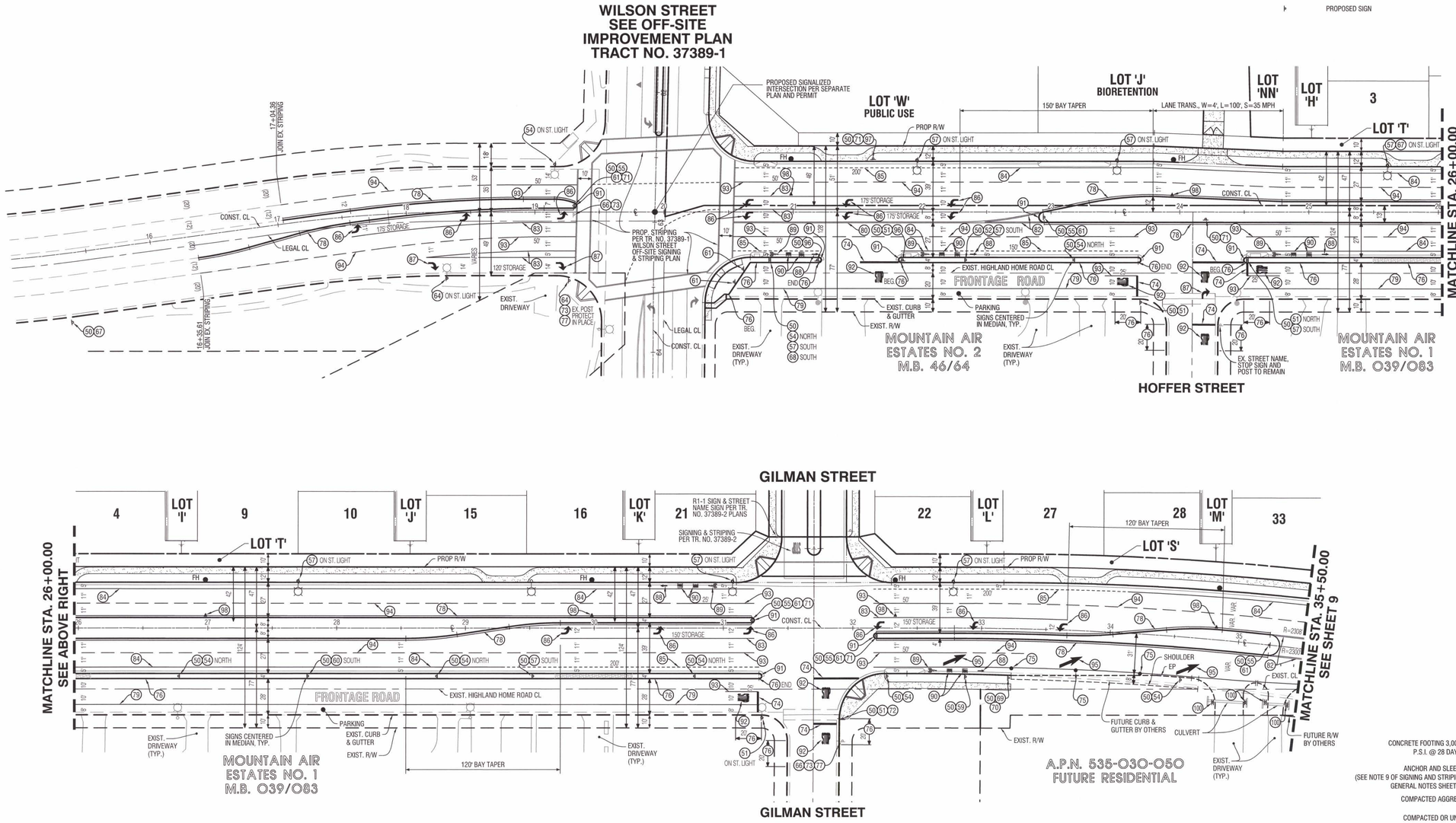
TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

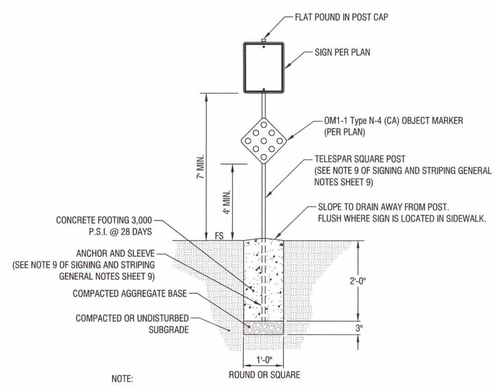


LEGEND

- PROPOSED STREET LIGHT
- FH — PROPOSED FIRE HYDRANT
- PROPOSED FIRE HYDRANT PAVEMENT MARKER
- PROPOSED SIGN

CONSTRUCTION NOTES:

(50) INSTALL SIGN POST PER DETAIL HEREON.
(51) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(52) INSTALL R2-1 SIGN ("SPEED LIMIT 35 MPH") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(54) INSTALL R26(CA) SIGN ("NO PARKING - ANYTIME") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(55) INSTALL R4-7 RIGHT SIGN (KEEP RIGHT) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(57) INSTALL R7-9A SIGN (NO PARKING/BIKE LANE) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(59) INSTALL W4-2 SIGN (LANE DROP) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(60) INSTALL W9-1 SIGN ("RIGHT LANE ENDS") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(61) INSTALL OM1-1 SIGN (YELLOW MARKER) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(64) INSTALL R3-7 SIGN ("RIGHT LANE MUST TURN RIGHT") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(66) REMOVE EXISTING STREET SIGN POST.
(67) INSTALL W3-3 SIGN (SIGNAL AHEAD) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(68) INSTALL R81A (CA) SIGN ("BEGIN") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(69) INSTALL R81 (CA) SIGN ("BIKE LANE") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(70) INSTALL R81B (CA) SIGN ("END") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(71) INSTALL R6-1 SIGN ("ONE WAY") PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(72) INSTALL STREET NAME SIGN PER R.T.C.D. STD. DWG. NO. 816
(73) REMOVE EXISTING STOP SIGN
(74) INSTALL 12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. RSP A24G
(75) INSTALL TYPE "F" DELINEATOR PER CA MUTCD STD.
(76) PAINT CURB RED
(77) REMOVE EXISTING STREET NAME SIGN
(78) INSTALL 6" YELLOW LEFT EDGE LINE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 25
(79) INSTALL 6" SOLID WHITE RIGHT EDGE LINE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 27B
(80) INSTALL DOUBLE YELLOW STRIPE PER CALTRANS STD. DWG. NO. A20A, DETAIL 22
(82) INSTALL DOUBLE YELLOW MEDIAN STRIPE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 29
(83) INSTALL 8" SOLID WHITE CHANNELIZING STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 38
(84) INSTALL 6" SOLID WHITE BIKE LANE STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 39
(85) INSTALL 6" SKIP WHITE BIKE LANE STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 39A (L=PER PLAN)
(86) INSTALL TYPE IV (L) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A
(87) INSTALL TYPE IV (R) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A
(88) INSTALL BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A
(89) INSTALL BIKE LANE SYMBOL W/ PERSON PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24C
(90) INSTALL "BIKE" "LANE" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(91) INSTALL YELLOW PAINTED MEDIAN NOSE WITH YELLOW RPM ON TOP OF CURB
(92) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(93) INSTALL (50') 6" SOLID WHITE LINE WITH TYPE "G" PAVEMENT MARKER AT EACH END
(94) INSTALL 6" DASH WHITE LANE LINE PER CALTRANS STD. DWG. NO. A20A, DETAIL 9
(95) INSTALL TYPE VI ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A
(96) INSTALL R3-5(R) SIGN (RIGHT TURN ONLY) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(97) INSTALL R3-2 SIGN (NO LEFT TURN) PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(98) INSTALL FIRE HYDRANT SPOTTER, STIMSONITE # 88 BLUE OR APPROVED EQUAL PER CITY OF BANNING STD. DWG. NO. W-18.
(100) INSTALL DOUBLE-SIDED TYPE K-2 (CA) MARKER PER CALTRANS STD. DWG. NO. A73A.



NOTE:
1. WHERE THE SIDEWALK IS LOCATED AWAY FROM THE CURB, EDGE OF THE TRAFFIC SIGNS SHALL BE LOCATED 24" MINIMUM FROM CURB FACE, UNLESS OTHERWISE NOTED ON PLAN.
2. WHERE THE SIDEWALK IS CURB ADJACENT, THE CENTERLINE OF THE TRAFFIC SIGN POSTS SHALL BE LOCATED 24" MINIMUM FROM THE BACK OF SIDEWALK, UNLESS OTHERWISE NOTED ON PLAN.

(50) SIGN AND POST
℄ SIGN POST TO BE LOCATED 24" FROM BACK OF CURB UNLESS OTHERWISE NOTED ON PLAN
NOT TO SCALE

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR.	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

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NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/24/22 DATE

OFF-SITE SIGNING AND STRIPING IMPROVEMENT PLAN
TRACT NO. 37389-1
HIGHLAND HOME ROAD
STA 16+35.61 TO 35+50.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 12

TRACT NO. 37389-1, OFF-SITE SINGING AND STRIPING IMPROVEMENT PLAN, HIGHLAND HOME ROAD

MDS Proj. Data: I:\89408\ENGINEERING\Plans\Street\37389-1\Off-site\Highland Home Road
Created: 05.05.2022 10:46:58 AM Author: MDS
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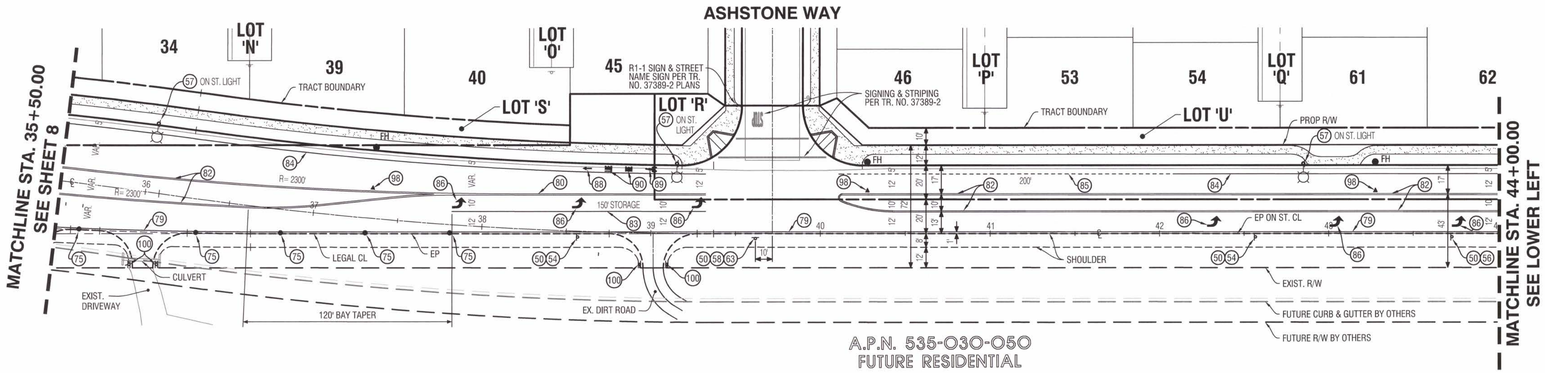
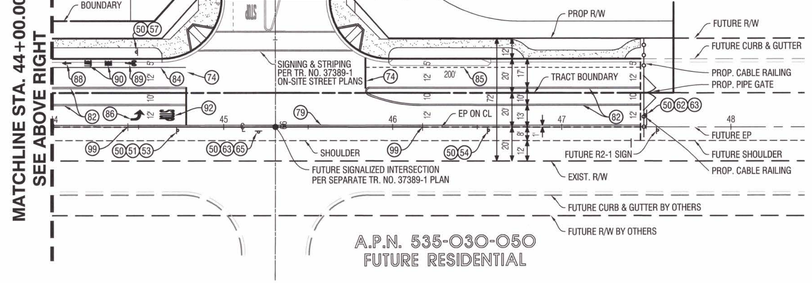


HIGHLAND HOME ROAD



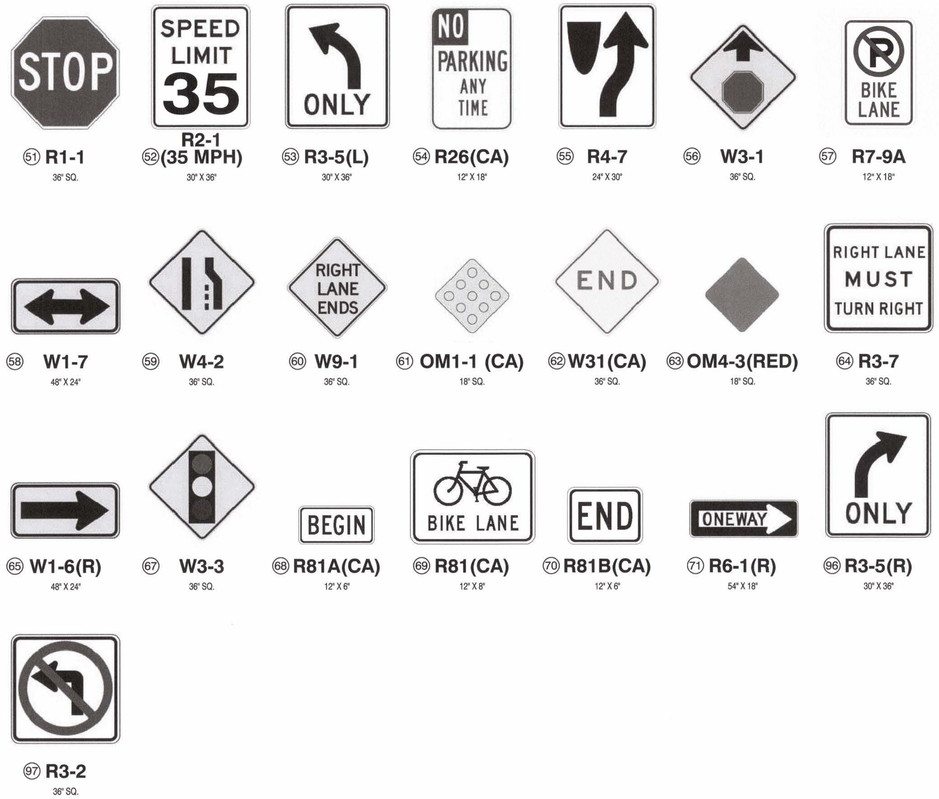
HIGHLAND HOME ROAD

LEGEND

- PROPOSED STREET LIGHT
- FH — PROPOSED FIRE HYDRANT
- PROPOSED FIRE HYDRANT PAVEMENT MARKER
- PROPOSED SIGN

CONSTRUCTION NOTES:

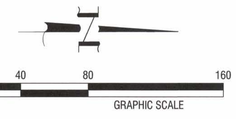
(50) INSTALL SIGN POST PER DETAIL SHT. NO. 8
(51) INSTALL R1-1 SIGN ("STOP") PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(53) INSTALL R3-5(L) SIGN (LEFT TURN ONLY) PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(54) INSTALL R26(CA) SIGN ("NO PARKING - ANYTIME") PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(56) INSTALL W3-1 RIGHT SIGN (STOP AHEAD) PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(57) INSTALL R7-9A SIGN (NO PARKING/BIKE LANE) PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(58) INSTALL W1-7 SIGN PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(62) INSTALL W31 SIGN ("END") PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(63) INSTALL OM4-3 SIGN (RED MARKER) PER CA MUTCD STD. AND DETAIL SHT. NO. 9
(65) INSTALL W1-6 (R) SIGN PER CA MUTCD GUIDELINES AND DETAIL SHT. NO. 9
(74) INSTALL 12" WHITE STOP BAR STRIPE PER CALTRANS STD. DWG. RSP A24G
(75) INSTALL TYPE "F" DELINEATOR PER CA MUTCD STD.
(79) INSTALL 6" SOLID WHITE RIGHT EDGE LINE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 27B
(80) INSTALL DOUBLE YELLOW STRIPE PER CALTRANS STD. DWG. NO. A20A, DETAIL 22
(82) INSTALL DOUBLE YELLOW MEDIAN STRIPE PER CALTRANS STD. DWG. NO. RSP A20B, DETAIL 29
(83) INSTALL 8" SOLID WHITE CHANNELIZING STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 38
(84) INSTALL 6" SOLID WHITE BIKE LANE STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 39
(85) INSTALL 6" SKIP WHITE BIKE LANE STRIPE PER CALTRANS STD. DWG. NO. RSP A20D, DETAIL 39A (L=PER PLAN)
(86) INSTALL TYPE IV (L) ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A
(88) INSTALL BIKE LANE ARROW PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24A
(89) INSTALL BIKE LANE SYMBOL W/ PERSON PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24C
(90) INSTALL "BIKE" "LANE" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(92) INSTALL "STOP" PAVEMENT MARKING PER CALTRANS STD. DWG. NO. A24D
(98) INSTALL FIRE HYDRANT SPOTTER, STIMSONITE # 88 BLUE OR APPROVED EQUAL PER CITY OF BANNING STD. DWG. NO. W-18.
(99) INSTALL YELLOW PAINTED AC BERM TERMINUS (L =10') WITH YELLOW RPM ON TOP OF AC BERM.
(100) INSTALL DOUBLE-SIDED TYPE K-2 (CA) MARKER PER CALTRANS STD. DWG. NO. A73A.



(51) R1-1 — 36" SQ.
(52) R2-1 (35 MPH) — 30" X 36"
(53) R3-5(L) — 30" X 36"
(54) R26(CA) — 12" X 18"
(55) R4-7 — 24" X 30"
(56) W3-1 — 36" SQ.
(57) R7-9A — 12" X 18"
(58) W1-7 — 48" X 24"
(59) W4-2 — 36" SQ.
(60) W9-1 — 36" SQ.
(61) OM1-1 (CA) — 18" SQ.
(62) W31(CA) — 36" SQ.
(63) OM4-3(RED) — 18" SQ.
(64) R3-7 — 36" SQ.
(65) W1-6(R) — 48" X 24"
(67) W3-3 — 36" SQ.
(68) R81A(CA) — 12" X 6"
(69) R81(CA) — 12" X 8"
(70) R81B(CA) — 12" X 6"
(71) R6-1(R) — 54" X 18"
(96) R3-5(R) — 30" X 36"
(97) R3-2 — 36" SQ.

SIGNING AND STRIPING GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF BANNING STANDARD PLANS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL TRAFFIC STRIPING AND PAVEMENT MARKINGS, INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL PER CALTRANS STANDARD SPECIFICATIONS 84-2.
8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON TELESPAR SQUARE POST PER RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT STANDARD NO. 1222 WITH ANCHOR AND SLEEVE PER RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT STANDARD NO. 1222, STANDARD MODIFIED TO INCLUDE CONCRETE FOOTING PER TRAFFIC SIGN POST DETAIL SHEET NO. 8.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL SUBMIT A TRAFFIC SIGNAL TIMING SHEET TO THE CITY FOR REVIEW AND APPROVAL PRIOR TO THE BEGINNING OF CONSTRUCTION OF ANY NEW OR MODIFIED TRAFFIC SIGNAL. THE TIMING SHEET WILL MEET ALL REQUIREMENTS PER THE LATEST CALIFORNIA MUTCD, PART 4 "HIGHWAY TRAFFIC SIGNALS".
12. THE CONTRACTOR SHALL REPLACE ALL SIGNING AND STRIPING WITHIN PROJECT LIMITS DAMAGED OR ALTERED BY THE PROJECT, AS DETERMINED BY THE CITY ENGINEER.



TRACT NO. 37389-1, OFF-SITE SINGING AND STRIPING IMPROVEMENT PLAN, HIGHLAND HOME ROAD

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
5/9/2022
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER
5/24/22
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
5/24/22
DATE

OFF-SITE SIGNING AND STRIPING IMPROVEMENT PLAN
TRACT NO. 37389-1
HIGHLAND HOME ROAD
STA 35+50.00 TO 47+64.85

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 12

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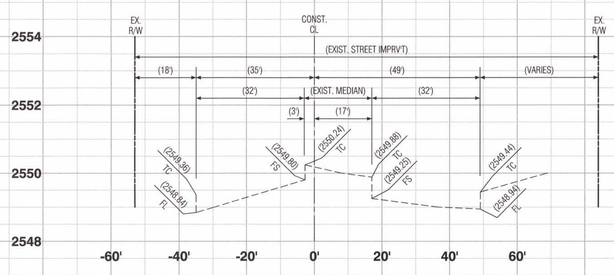

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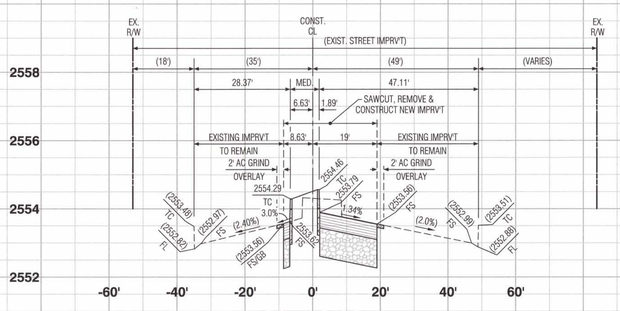

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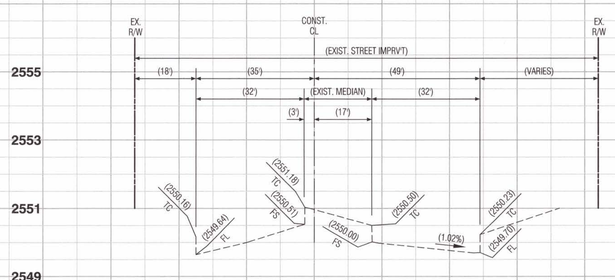

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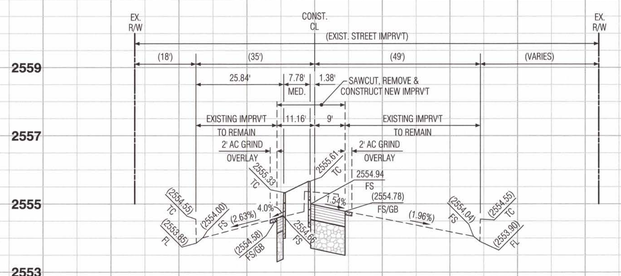

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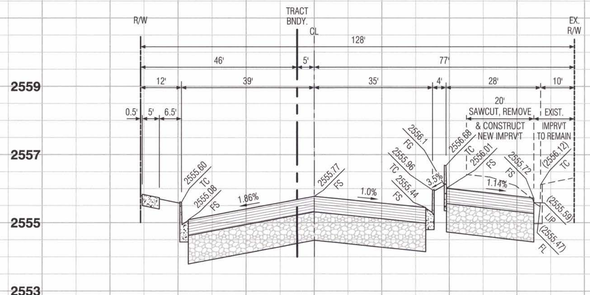

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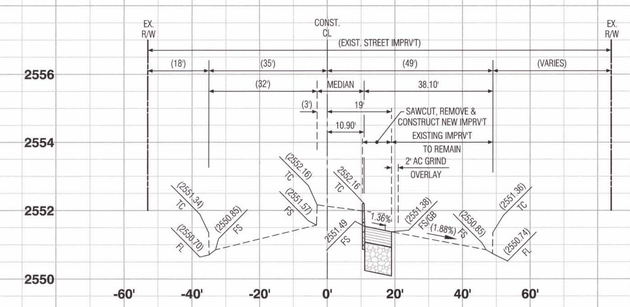

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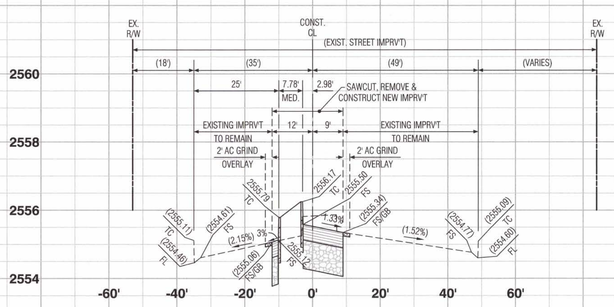

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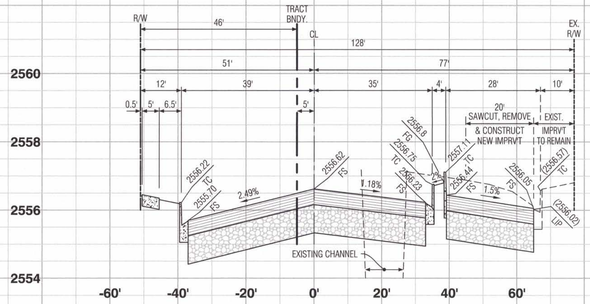

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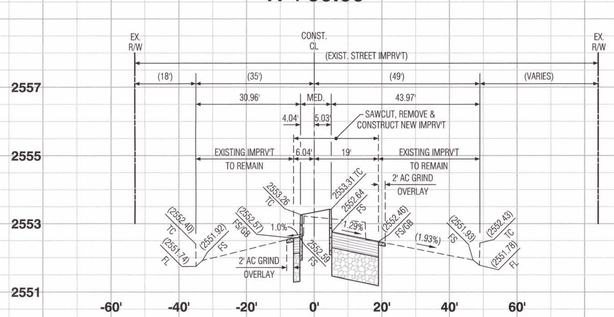

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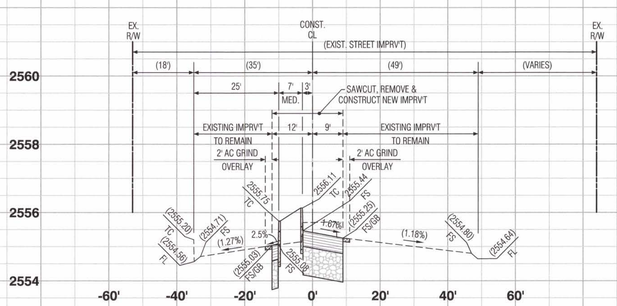

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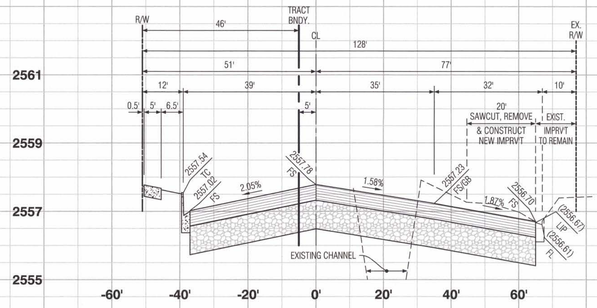

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
9/9/2022
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER
9/12/22
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
9/21/22
DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 12

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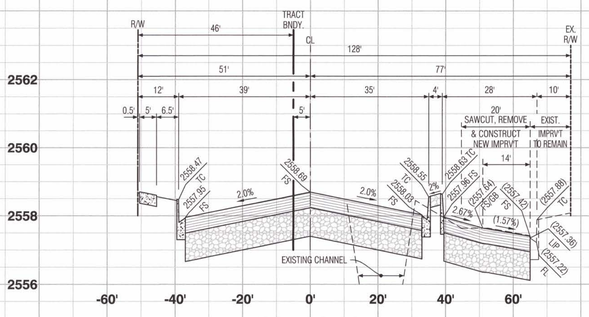

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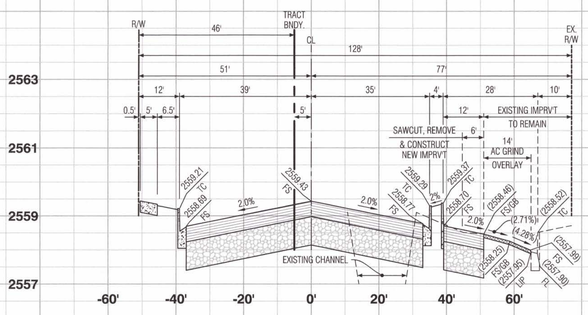

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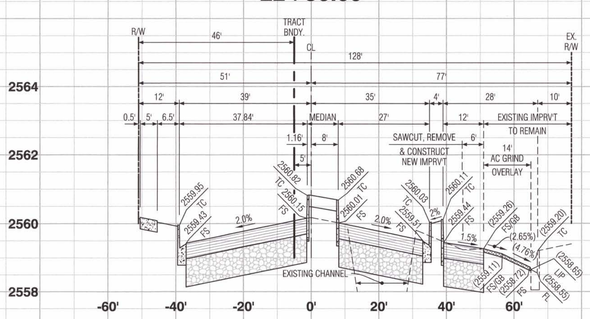

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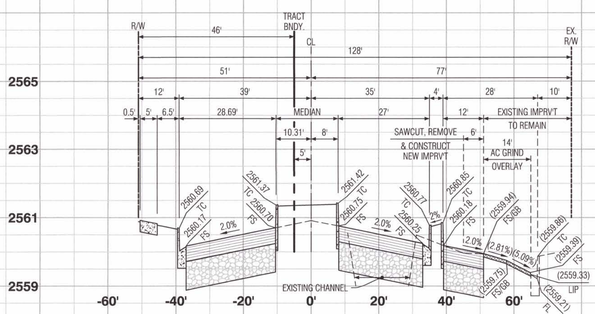

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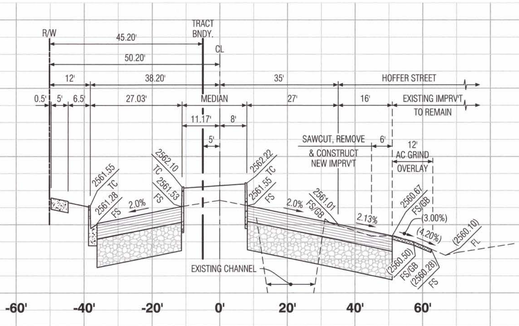

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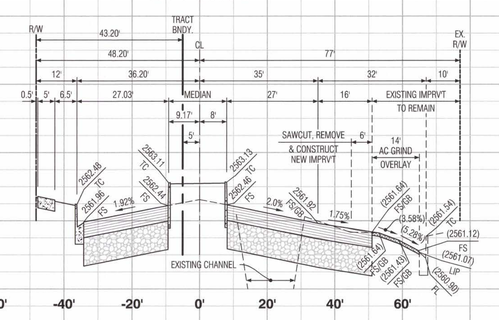

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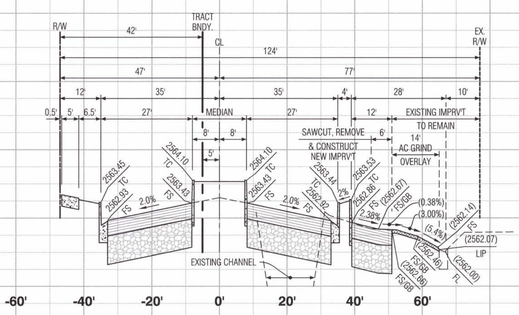

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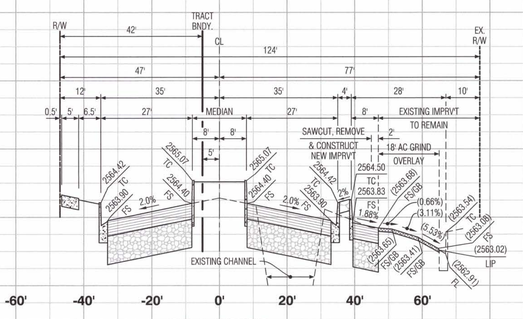

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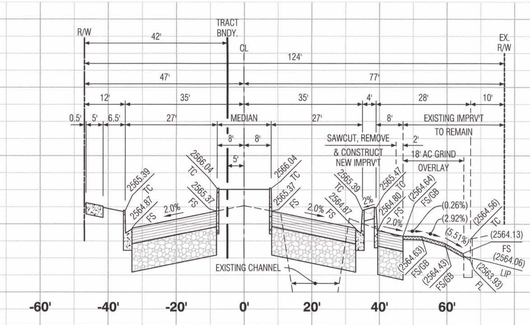

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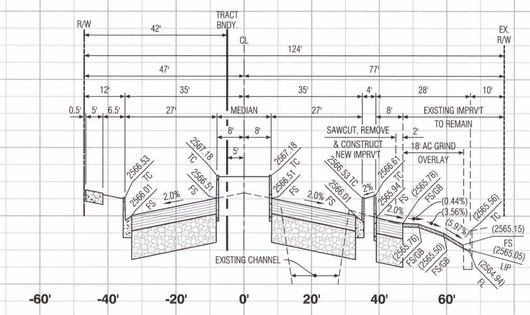

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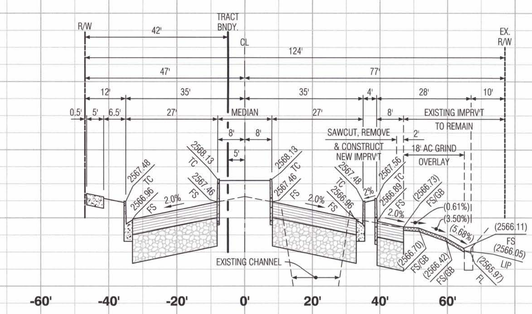

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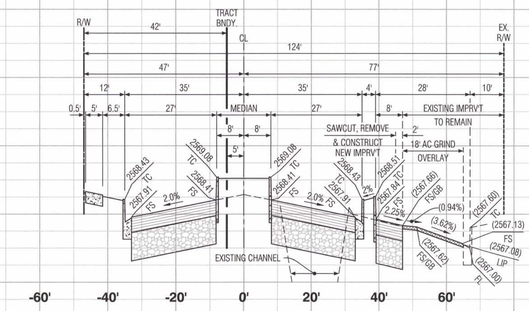

27+50.00

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE 5/9/2022

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER
DATE 5/31/22

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 6/24/22

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 12

TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

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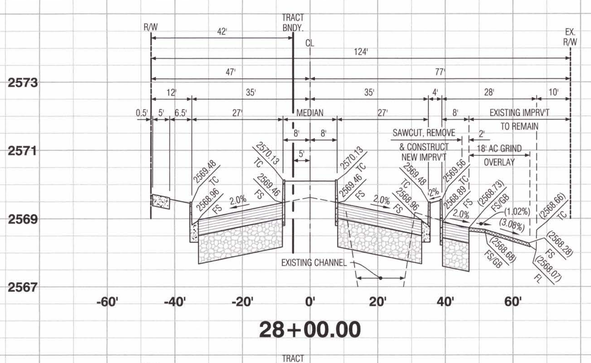

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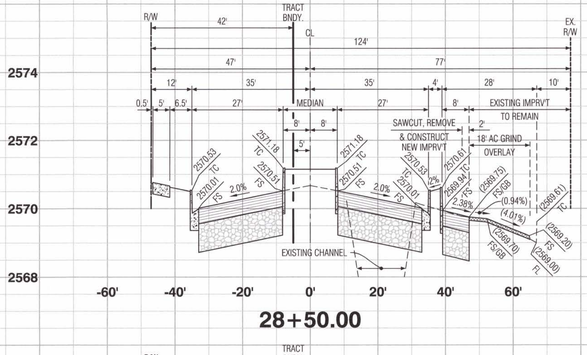

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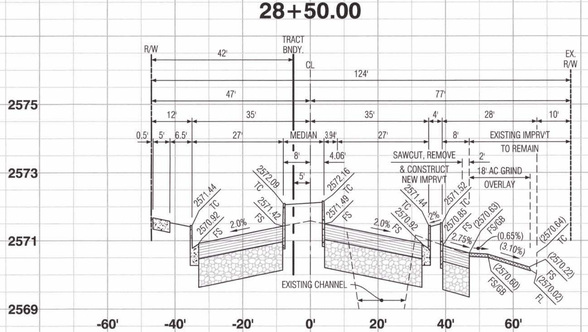

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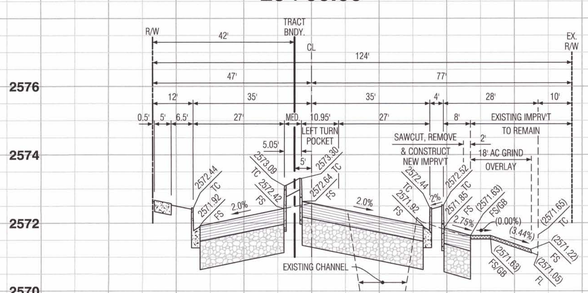

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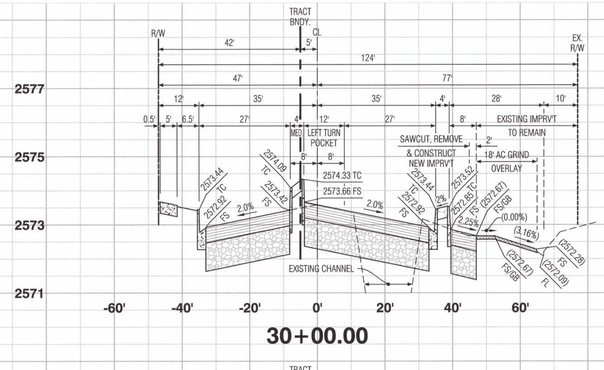

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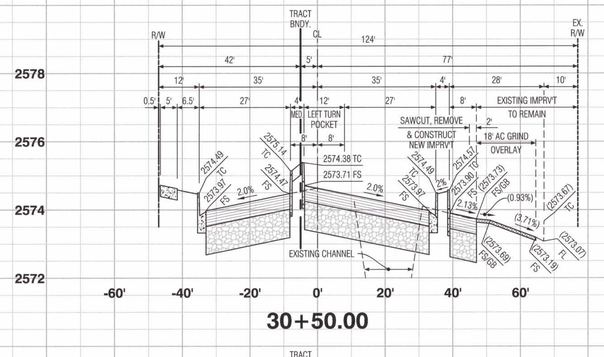

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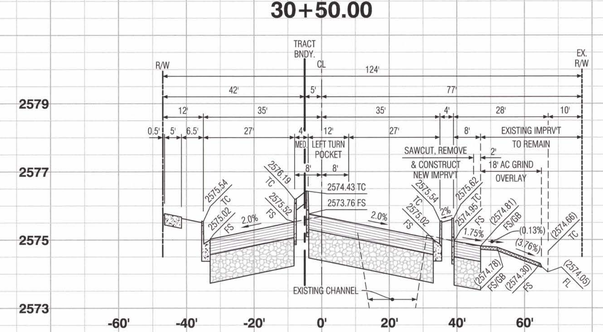

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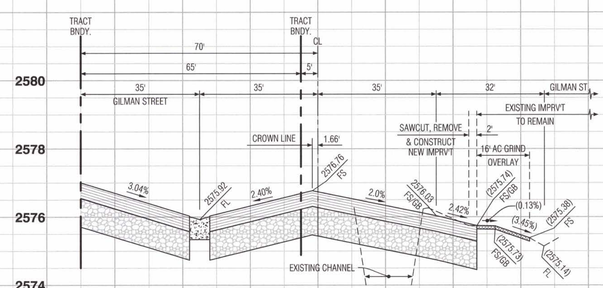

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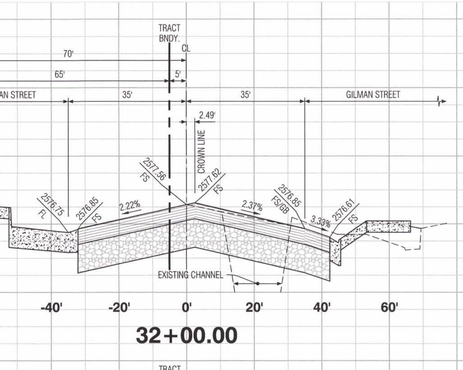

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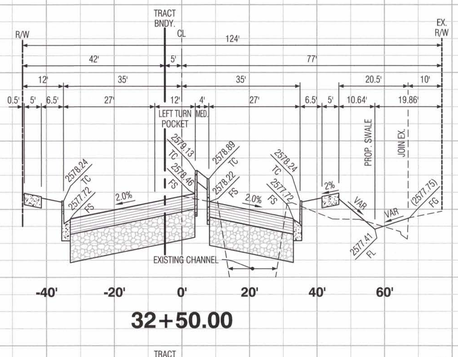

32+50.00



33+00.00

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING — PLANNERS ENGINEERS SURVEYORS

MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
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Voice: 949-251-8821

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22

5/9/2022
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

KEVIN D. SIN, RCE #71299 EXP. 12/31/23
SENIOR CIVIL ENGINEER

5/24/22
DATE

APPROVED BY:

NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER

9/27/22
DATE

OFF-SITE STREET IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 12

TRACT NO. 37389-1 OFF-SITE STREET IMPROVEMENT PLAN, HIGHLAND HOME ROAD

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IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37389-1
OFF-SITE WATER IMPROVEMENT PLAN
HIGHLAND HOME ROAD

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 3/4" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND DEEDED TO THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE DUCTILE IRON. IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.

NOTE FOR WATER TRENCH BACKFILL:

USE CITY STANDARD NO. W-30, W-31 FOR WATER TRENCH BACKFILL

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-422-4133 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

LEGAL DESCRIPTION

PORTIONS OF LOTS 3 & 4, LOT 9-17, 20, 21, A-E, I-K, M-O & PORTIONS OF LOTS C & D OF TRACT MAP NO. 35966, FILED IN BOOK 473 OF MAPS, PAGES 94 THROUGH 107, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

CALIFORNIA COORDINATES

	MATH (LAKE MATHEWS)	TRAK (BOMMER CANYON)
CENTER LINE HIGHLAND SPRING AVE & WILSON STREET	N 2257398.558	N 2171990.406
N 2283766.54	E 6201355.292	E 6088762.992
E 6350263.54		
CENTER LINE INTERSECTION HIGHLAND SPRING AVE & SUNDANCE DRIVE		
N 2286406.55		
E 6350271.59		
CCS ZONE 6		

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL. NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3281
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(951) 329-9487
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 397-0042
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 792-2187

BENCHMARK

ELEVATIONS SHOWN HEREON ARE BASED ON BENCHMARK MWD 401 1992 - A 3 ¼" STANDARD ALUMINUM MWD DISK, FLUSH, IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURB.
ELEVATION = 772.395m = 2534.10 ft (NAVD 88).

CONVERSION TO NGVD 29 CAN BE ACCOMPLISHED BY SUBTRACTING 2.66 ft FROM ALL ELEVATIONS PER VERTCON CALCULATION AT THE BENCHMARK. ELEVATION = 2531.44 ft (NGVD 29).

WORK TO BE DONE:

THE IMPROVEMENTS CONSIST OF THE FOLLOWING WORK TO BE DONE ACCORDING TO THESE PLANS, AND THE SPECIFICATIONS AND STANDARD DRAWINGS NOTED HEREIN.

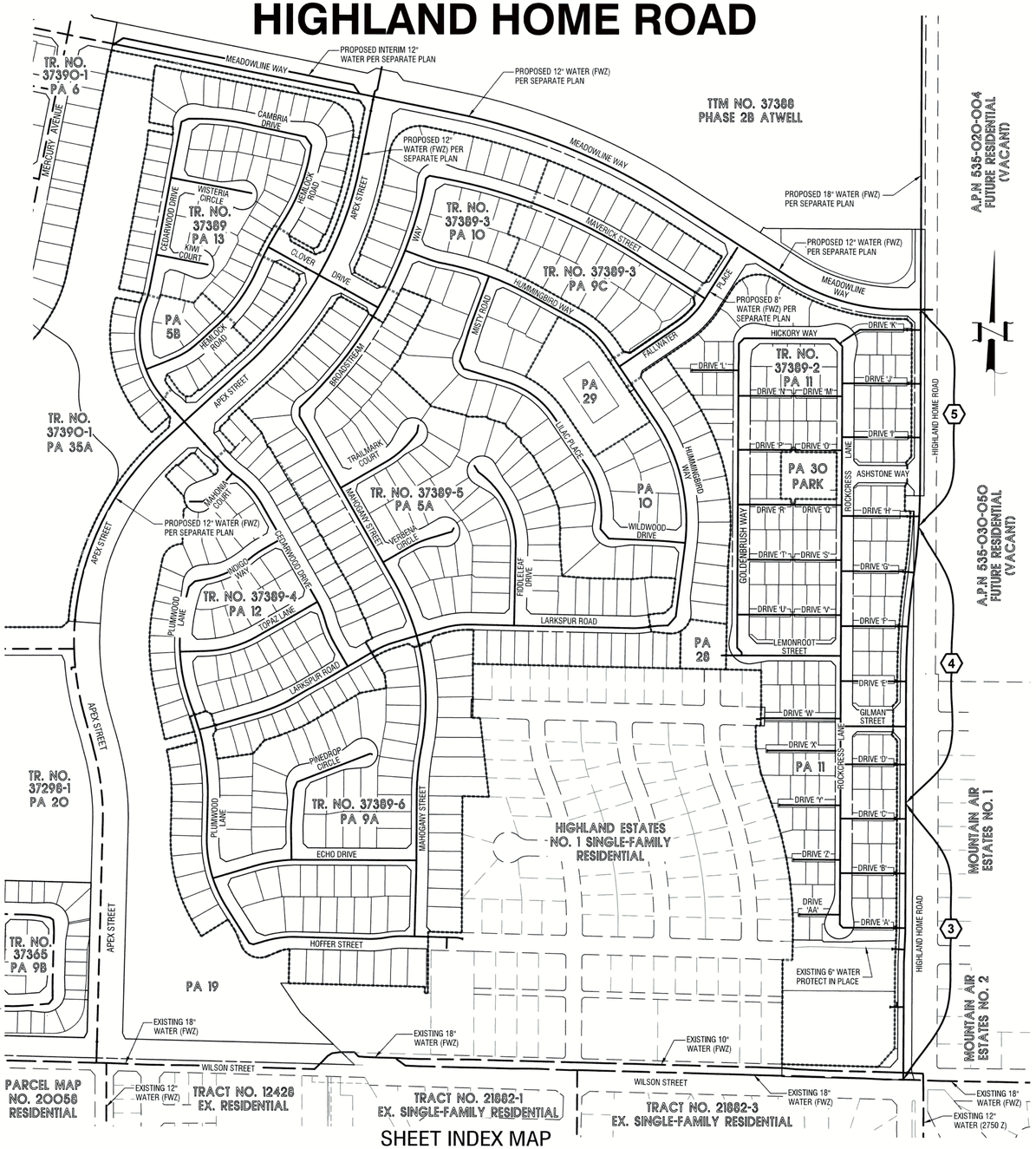
STANDARD SPECIFICATIONS DESCRIPTION:

1. CITY OF BANNING "PUBLIC WORKS STANDARD DRAWINGS", DECEMBER 12, 2012.
2. AMERICAN PUBLIC WORKS ASSOCIATION STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (GREENBOOK), 2015 EDITION.

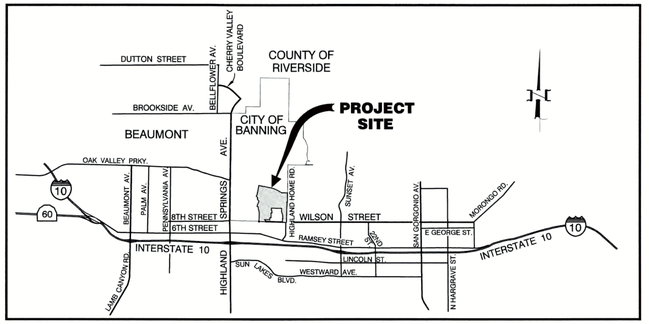
ACKNOWLEDGEMENT OF RESPONSIBILITY FOR WORK

I HEREBY DECLARE THAT I AM THE ENGINEER OF WORK FOR THIS PROJECT. THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN SECTION 6703 OF THE BUSINESS AND PROFESSIONS CODE, AND THAT I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF BANNING IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN.

EDWARD J. LENTH — R.C.E. #52496 — EXP. DATE DEC 31, 2022 — 2/17/2022



SHEET INDEX MAP
SCALE: 1"=200'



VICINITY MAP
NOT TO SCALE

WATER LEGEND

- EX. 8" W — EXISTING WATERLINE OR PROPOSED BY OTHERS
- 12" W — WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

OWNER/APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET 1	TITLE SHEET AND SHEET INDEX MAP
SHEETS 2	SECTIONS, CONSTRUCTION NOTES & QUANTITIES
SHEETS 3-7	WATER IMPROVEMENT PLAN AND PROFILE

WATER ZONE

FOOTHILL WEST ZONE (2822)

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

408-570-024, 408-570-029, & PORTIONS OF 408-570-003, 408-570-004, 408-570-009, 408-570-010, 408-570-015, 408-570-016, 408-570-017, 408-570-020, 408-570-023, 408-570-026, 408-570-027 & 408-570-028

RECOMMENDED FOR ACCEPTANCE BY:
JOHN M. BRUDIN, R.C.E. 41836
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC. — 3/1/22

RECOMMENDED FOR ACCEPTANCE BY:
RIVERSIDE COUNTY FIRE DEPARTMENT - OFFICE OF THE FIRE MARSHAL

200 0 100 200 400 800
(1"=200')

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH — RCE# 052496 EXP. 12-31-22 — DATE 2/17/2022

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/23 — SENIOR CIVIL ENGINEER — DATE 3/7/22

APPROVED BY:
NATHAN C. SMITH, RCE #74764 — EXP. 12/31/23 — DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER — DATE 3/11/22

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 7

TRACT NO. 37389-1, OFF-SITE WATER IMPROVEMENT PLAN - HIGHLAND HOME ROAD

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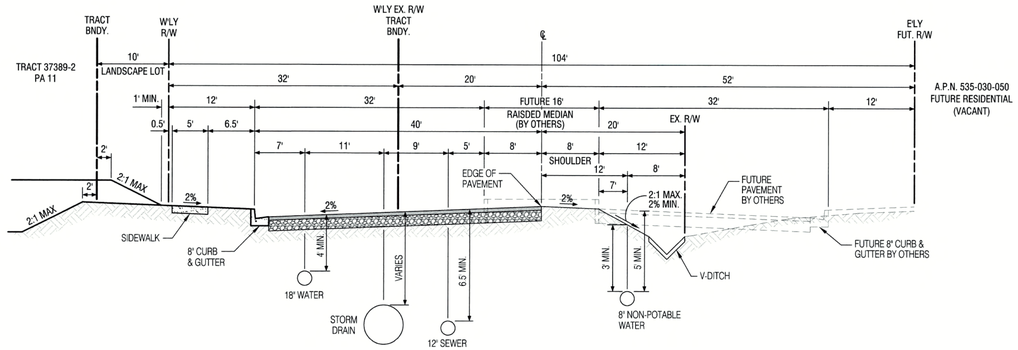
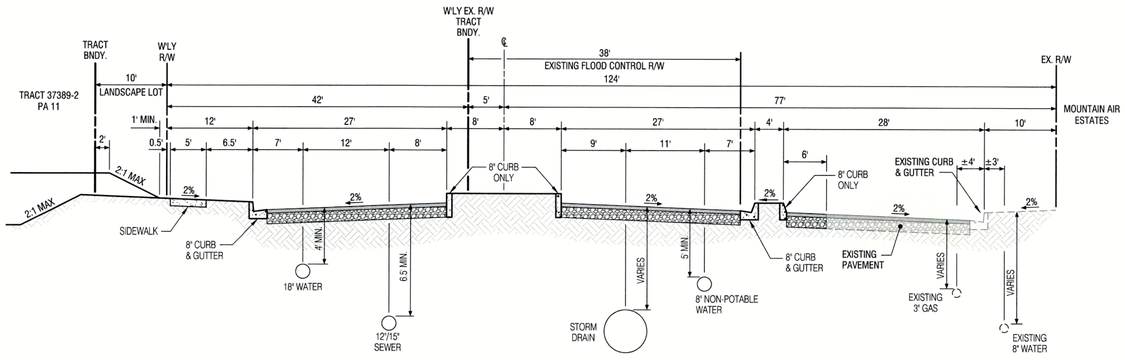


HIGHLAND HOME ROAD (PUBLIC)

(NORTH OF GILMAN STREET)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



HIGHLAND HOME ROAD (PUBLIC)

(GILMAN STREET TO WILSON STREET)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
(1)	INSTALL 18" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31	LF	2,550
(2)	INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18 WITH FLANGED TEE (18" x 6" x 18")	EA	9
(3)	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	40
(4)	INSTALL 18"x12"x18" DIP TEE	EA	1
(5)	INSTALL 12" x 4" D.I.P. REDUCER	EA	1
(6)	INSTALL 18"x8"x18" DIP TEE	EA	12
(7)	INSTALL 18" DIP TEE	EA	2
(8)	INSTALL 2" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19 (OMIT GATE VALVE)	EA	11
(9)	INSTALL 8" x 6" DIP REDUCER	EA	1
(10)	INSTALL 18" DIP BLIND FLANGE WITH 2" FIPT	EA	1
(11)	NOT USED	-	-
(12)	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31	LF	440
(13)	INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31	LF	44
(14)	INSTALL 12"x6"x12" DIP TEE	LF	1
(15)	INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19	EA	1
(16)	INSTALL 18" x 10" DIP CROSS	LF	1
(17)	INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA	11
(18)	INSTALL 10" GATE VALVE PER CITY STD. DWG. NO. W-20	LF	2
(19)	INSTALL 6" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	1
(20)	REMOVE EXISTING BLIND FLANGE AND JOIN WATER MAIN	EA	1
(21)	NOT USED	-	-
(22)	REMOVE EXISTING 8" WATER MAIN AND APPURTENANCES	LF	409
(23)	REMOVE EXISTING 6" WATER MAIN AND APPURTENANCES	LF	73
(24)	INSTALL 8" BLIND FLANGE AT EXISTING TEE	EA	1
(25)	JOIN EXISTING 6" WATER MAIN	EA	1
(26)	REMOVE PORTION OF EXISTING 10" WATER MAIN AND JOIN	EA	1
(27)	REMOVE PORTION OF EXISTING 18" WATER MAIN AND JOIN	EA	1
(28)	INSTALL 8" BLIND FLANGE WITH 2" FIPT	EA	11
(29)	INSTALL 8" 45° DIP ELBOW	EA	4
(30)	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	12
(31)	INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA	1
(32)	DISCONNECT EXISTING 8" WATER FROM EXISTING 10" WATER MAIN AND REMOVE PORTION OF 8" WATER. INSTALL 8" BLIND FLANGE AT EXISTING 10" x 8" x 10" TEE.	EA	1

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
3/2/2022 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
3/7/22 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
3/11/22 DATE

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
SECTIONS, CONSTRUCTION NOTES & QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 7

TRACT NO. 37389-1, OFF-SITE WATER IMPROVEMENT PLAN - HIGHLAND HOME ROAD

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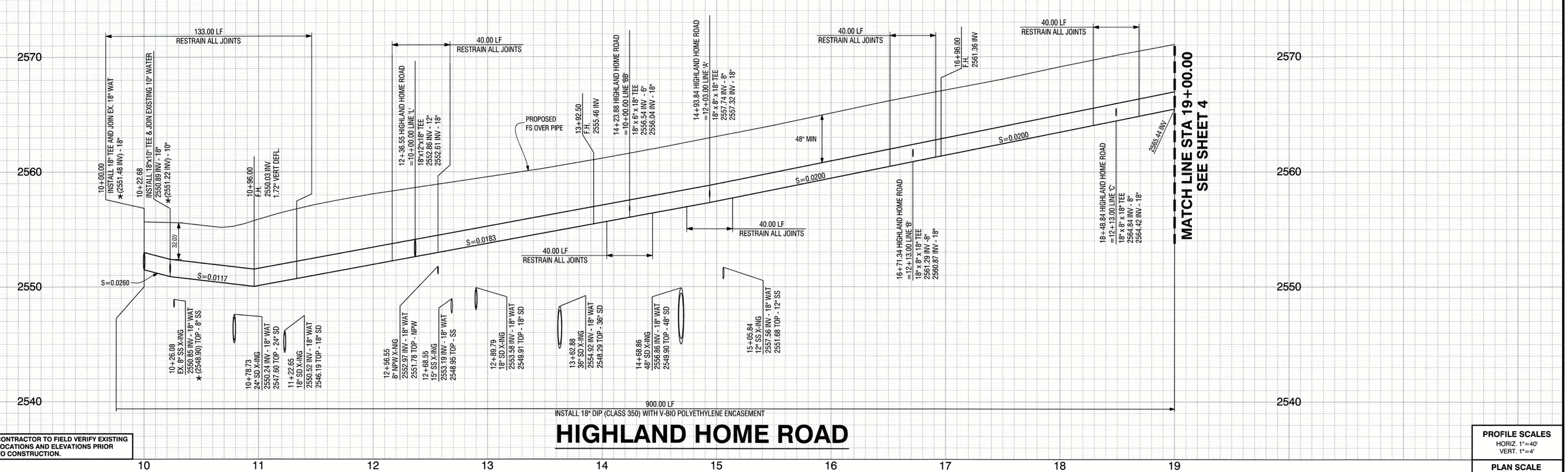
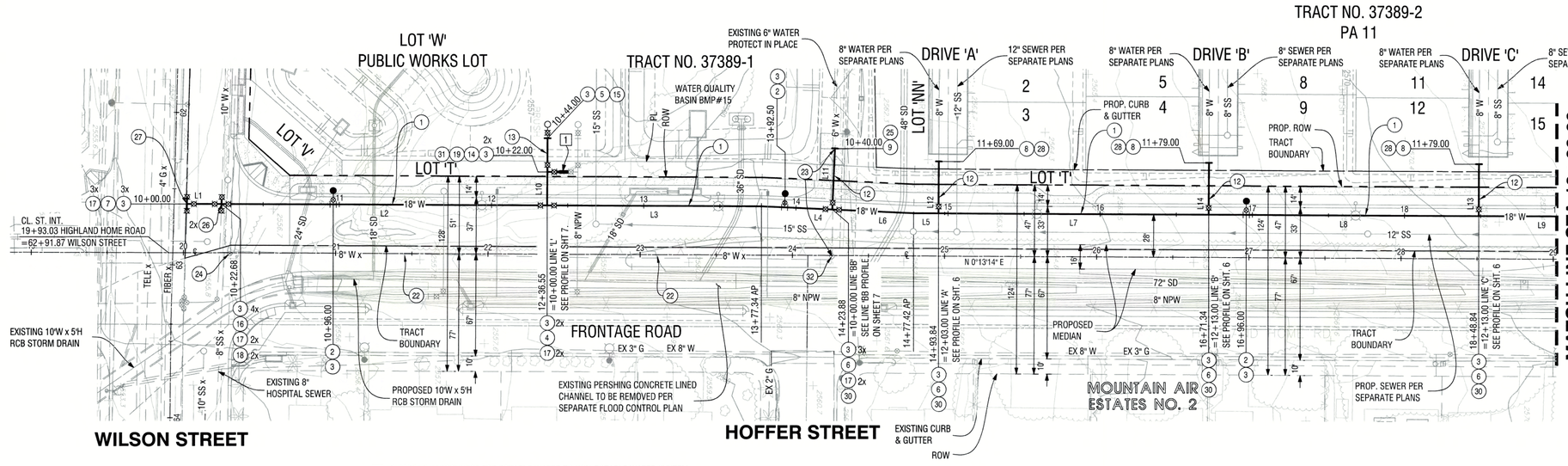


HIGHLAND HOME ROAD

★ CONTRACTOR TO FIELD VERIFY EXISTING LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



[1] INTERIM INTERCONNECT FOR POTABLE WATER TO NON-POTABLE WATER SYSTEM. TO BE DISCONNECTED WITH COMPLETION OF CONSTRUCTION OF PERMANENT INTERCONNECT (AND BACKBONE INFRASTRUCTURE) LOCATED AT THE FOOTHILL WEST ZONE RESERVOIR. UPON DISCONNECTION FIRE HYDRANTS SHALL BE INSTALLED AT BOTH POTABLE AND NON-POTABLE FIRE HYDRANT RISERS IN ACCORDANCE WITH CITY STD. DWG. NO. W-18.

HIGHLAND HOME ROAD

20 40 80 0 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. INSTALL 18" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
2. INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18 WITH FLANGED TEE (18" x 6" x 18")
3. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
4. INSTALL 18"x12"x18" DIP TEE
5. INSTALL 12" x 4" D.I.P. REDUCER
6. INSTALL 18"x8"x18" DIP TEE
7. INSTALL 18" DIP TEE
8. INSTALL 2" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19 (OMIT GATE VALVE)
9. INSTALL 8" x 6" DIP REDUCER
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
14. INSTALL 12"x6"x12" DIP TEE
15. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
16. INSTALL 18" x 10" DIP CROSS
17. INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
18. INSTALL 10" GATE VALVE PER CITY STD. DWG. NO. W-20
19. INSTALL 6" GATE VALVE PER CITY STD. DWG. NO. W-20
22. REMOVE EXISTING 8" WATER MAIN AND APPURTENANCES
23. REMOVE EXISTING 6" WATER MAIN AND APPURTENANCES
24. INSTALL 8" BLIND FLANGE AT EXISTING TEE
25. JOIN EXISTING 6" WATER MAIN
26. REMOVE PORTION OF EXISTING 10" WATER MAIN AND JOIN
27. REMOVE PORTION OF EXISTING 18" WATER MAIN AND JOIN
28. INSTALL 8" BLIND FLANGE WITH 2" FIPT
30. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
31. INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
32. DISCONNECT EXISTING 8" WATER FROM EXISTING 10" WATER MAIN AND REMOVE PORTION OF 8" WATER. INSTALL 8" BLIND FLANGE AT EXISTING 10" x 8" x 10" TEE.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	22.68'
L2	N 0°13'14" E	213.88'
L3	N 0°13'14" E	140.79'
L4	N 2°30'40" E	53.80'
L5	N 0°13'14" E	16.41'
L6	N 2°30'40" E	46.28'
L7	N 0°13'14" E	177.50'
L8	N 0°13'14" E	177.50'
L9	N 0°13'14" E	177.50'
L10	N 89°46'46" W	44.00'
L11	N 87°29'20" W	40.00'
L12	N 89°46'46" W	34.00'
L13	N 89°46'46" W	34.00'
L14	N 89°46'46" W	34.00'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
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RCE# 052496 EXP. 12-31-22
3/2/2022 DATE

REGISTERED PROFESSIONAL ENGINEER
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CIVIL
STATE OF CALIFORNIA

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SENIOR CIVIL ENGINEER
3/7/22 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
3/11/22 DATE

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA 10+00.00 TO STA 19+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 7

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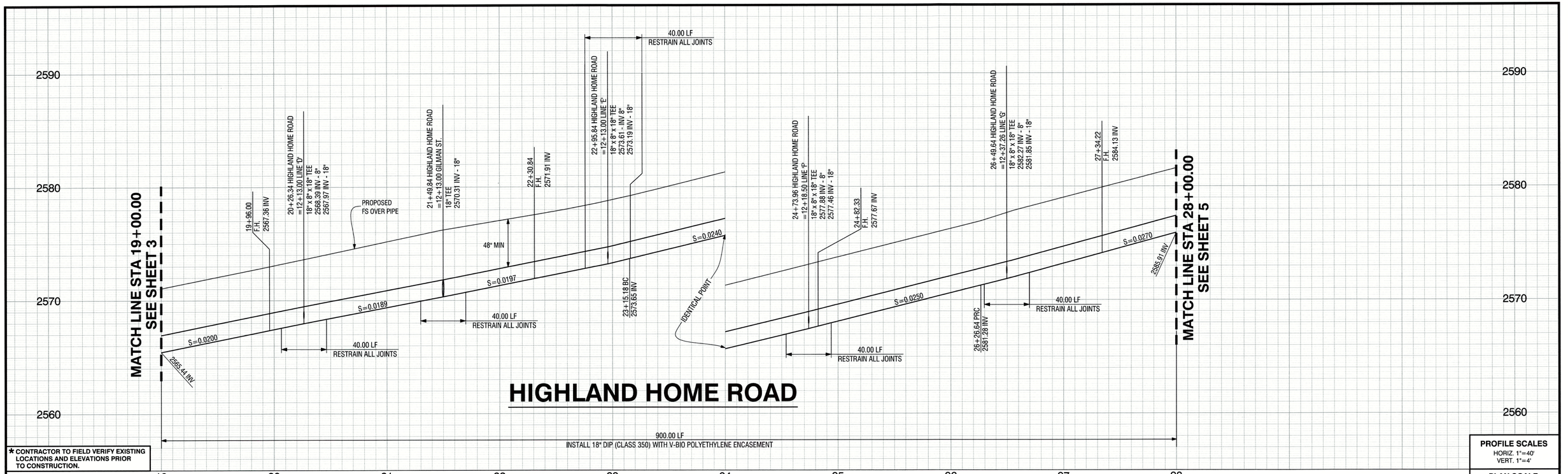
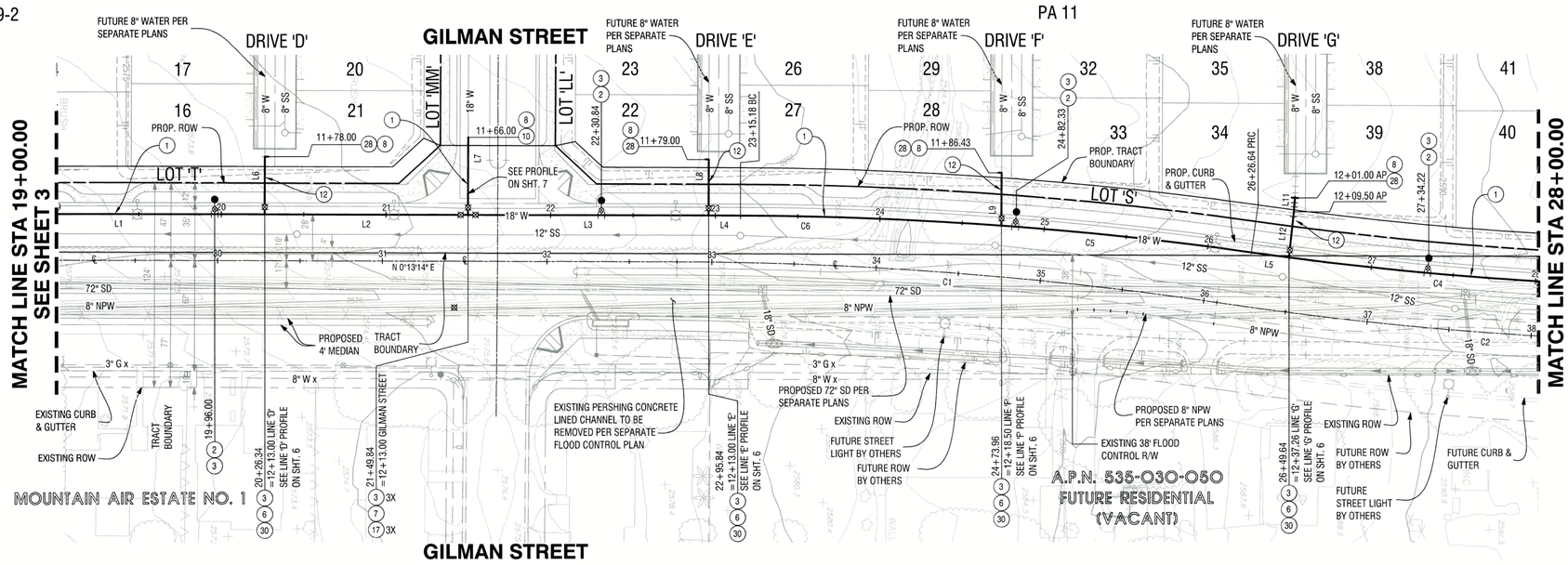
TRACT NO. 37389-1, OFF-SITE WATER IMPROVEMENT PLAN - HIGHLAND HOME ROAD



★ CONTRACTOR TO FIELD VERIFY EXISTING LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	177.50'
L2	N 0°13'14" E	123.50'
L3	N 0°13'14" E	146.00'
L4	N 0°13'14" E	19.35'
L5	N 7°42'44" E	23.00'
L6	N 89°46'46" W	35.00'
L7	N 89°46'46" W	47.00'
L8	N 89°46'46" W	34.00'
L9	N 89°46'46" W	32.06'
L11	N 85°46'46" W	8.50'
L12	N 83°46'46" W	27.80'

CURVE TABLE				
CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	8°11'51"	2300.00'	329.07'	164.81'
C2	8°11'51"	2300.00'	329.07'	164.81'
C4	4°37'26"	2267.00'	183.06'	91.58'
C5	3°48'54"	2293.00'	152.68'	76.37'
C6	3°58'03"	2293.00'	158.78'	79.42'

CONSTRUCTION NOTES:

1. INSTALL 18" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
2. INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18 WITH FLANGED TEE (18" x 6" x 18")
3. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
6. INSTALL 18"x8"x18" DIP TEE
7. INSTALL 18" DIP TEE
8. INSTALL 2" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19 (OMIT GATE VALVE)
10. INSTALL 18" DIP BLIND FLANGE WITH 2" FIPT
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
17. INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
28. INSTALL 8" BLIND FLANGE WITH 2" FIPT
30. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20

20 40 80 0 160
1"=40' GRAPHIC SCALE

HIGHLAND HOME ROAD

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

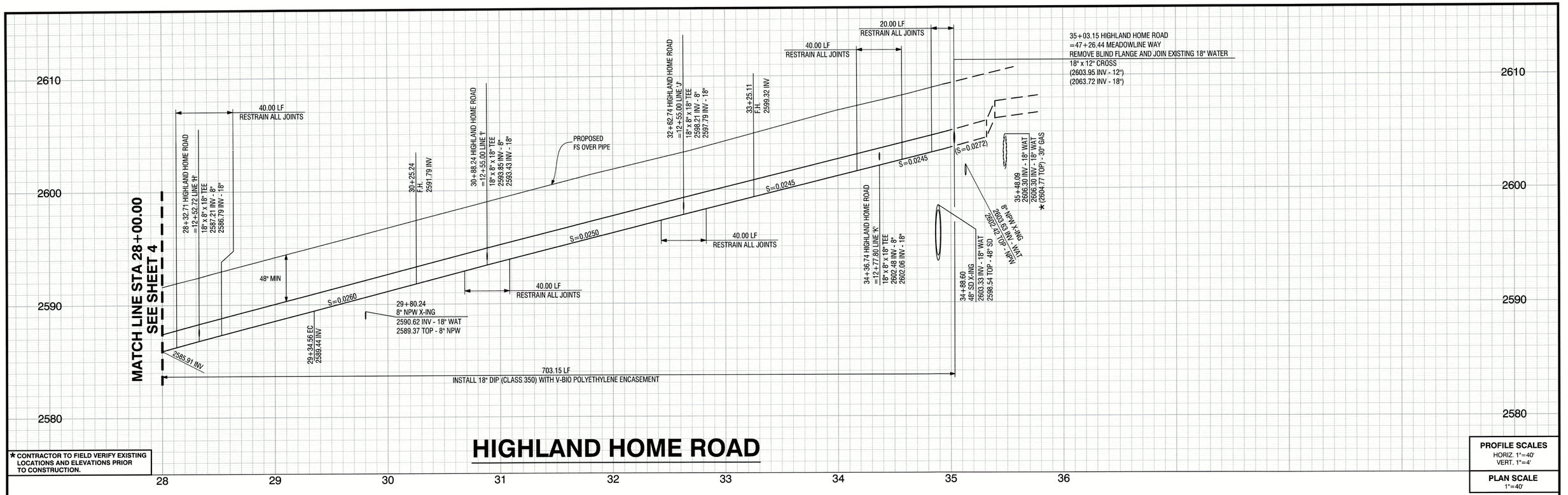
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
DATE 3/7/22

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 3/11/22

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA 19+00.00 TO 28+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 7

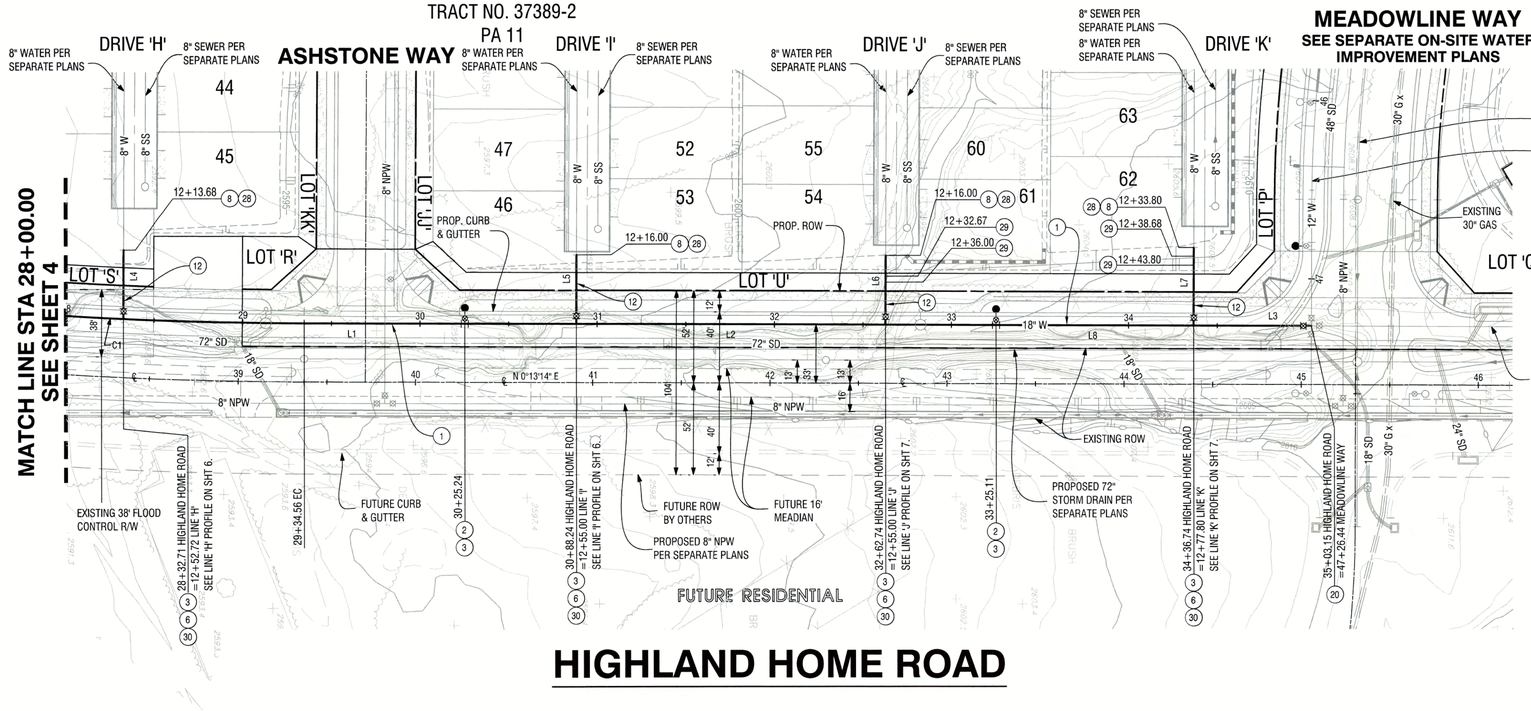
TRACT NO. 37389-1, OFF-SITE WATER IMPROVEMENT PLAN - HIGHLAND HOME ROAD



★ CONTRACTOR TO FIELD VERIFY EXISTING LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. INSTALL 18" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
2. INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18 WITH FLANGED TEE (18" x 6" x 18")
3. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
6. INSTALL 18"x8"x18" DIP TEE
8. INSTALL 2" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19 (OMIT GATE VALVE)
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
20. REMOVE EXISTING BLIND FLANGE AND JOIN WATER MAIN
28. INSTALL 8" BLIND FLANGE WITH 2" FIPT
29. INSTALL 8" 45° DIP ELBOW
30. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	7°12'04"	2267.00'	284.92'	142.65'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	153.68'
L2	N 0°13'14" E	174.50'
L3	N 0°13'14" E	66.42'
L4	N 89°46'46" W	39.01'
L5	N 89°46'46" W	39.00'
L6	N 89°46'46" W	39.00'
L7	N 89°46'46" W	44.00'
L8	N 0°13'14" E	174.00'

20 40 80 0 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
2/17/2022 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
3/7/22 DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
3/11/22 DATE

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
HIGHLAND HOME ROAD
STA 28+00.00 TO 35+03.15

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 7

TRACT NO. 37389-1, OFF-SITE WATER IMPROVEMENT PLAN - HIGHLAND HOME ROAD

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Last Edit: 02.14.2022 08:17:27 AM By: Jchu
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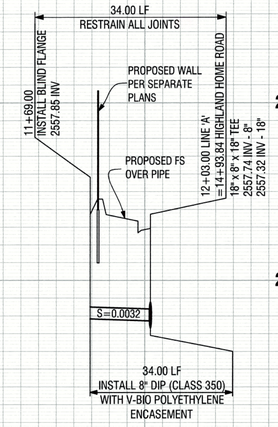
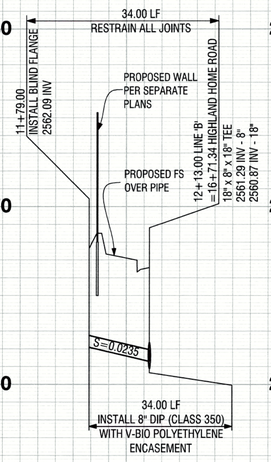


LINE 'A'



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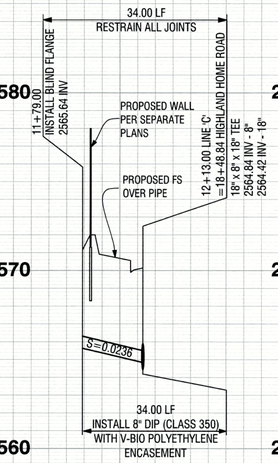

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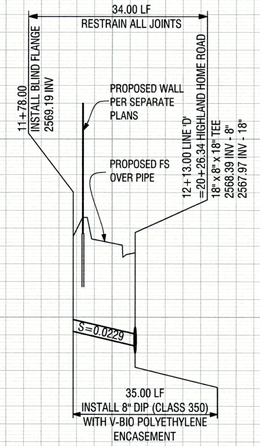

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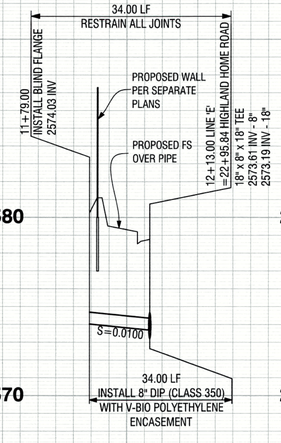

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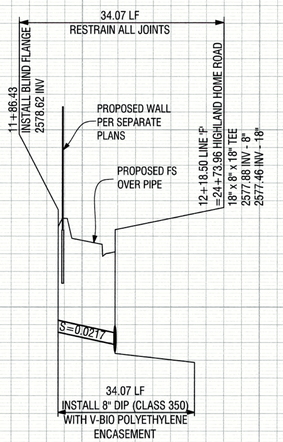

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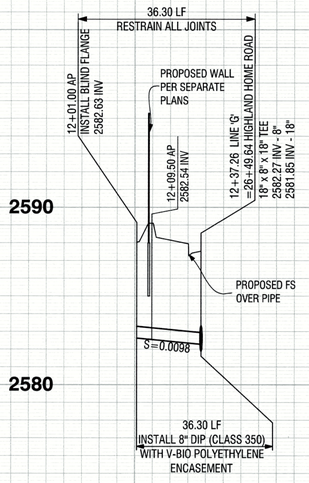

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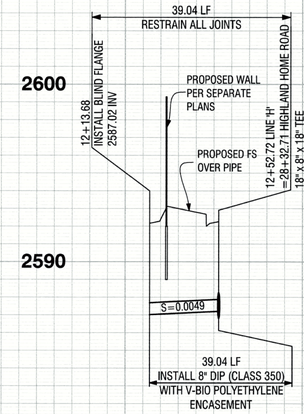

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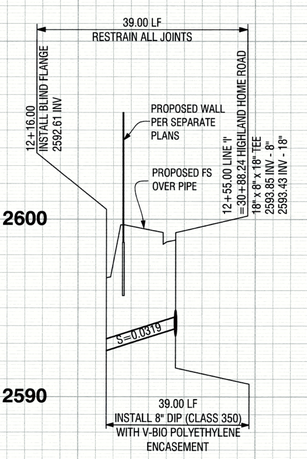

LINE 'I'

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

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or
1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
2/17/2023
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
3/2/22
DATE

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
3/11/22
DATE

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
PROFILES
LINES 'A' - 'I'

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 7

TRACT NO. 37389-1, HIGHLAND HOME ROAD SOUTH WATER IMPROVEMENT PLANS

MDS Proj. Data: I:\89408\ENGINEERING\Plans\Water\37389-1\Offs-site\Highland Home Road South
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Last Edit: 01.31.2022 02:32:59 PM By: jchu

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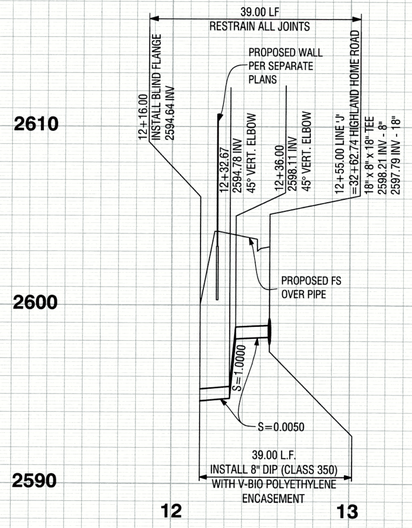

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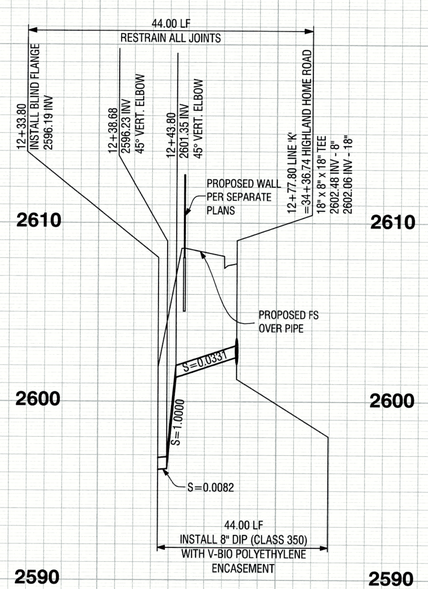

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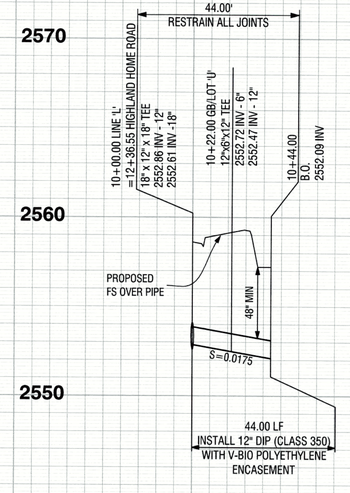
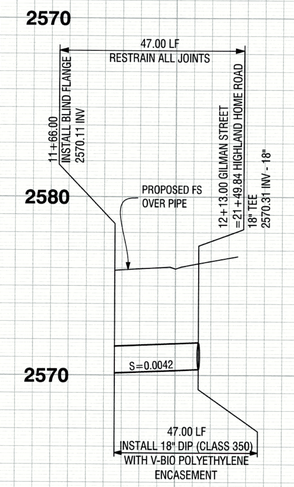
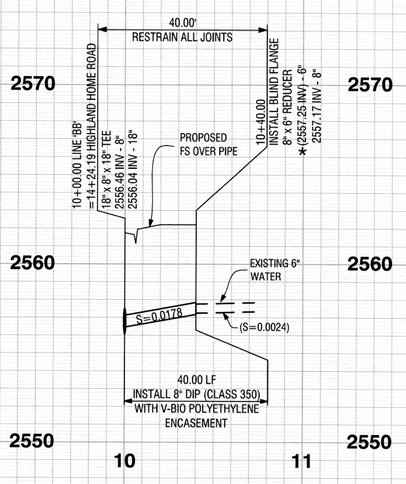


LINE 'L'



GILMAN STREET



LINE 'BB'

★ CONTRACTOR TO FIELD VERIFY EXISTING LOCATIONS AND ELEVATIONS PRIOR TO CONSTRUCTION.

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

Call before you Dig
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Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
DATE 2/17/2022

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/23
SENIOR CIVIL ENGINEER
DATE 3/7/22

APPROVED BY:
NATHAN C. SMITH, RCE #74754 EXP. 12/31/23
DEPUTY DIRECTOR OF PUBLIC WORKS/CITY ENGINEER
DATE 3/11/22

OFF-SITE WATER IMPROVEMENT PLAN
TRACT NO. 37389-1
ATWELL
LINES 'J', 'K', 'U', 'BB', LOT 'U' & GILMAN ST.

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 7

MDS Proj. Data: I:\8540ff\ENGINEERING\Plans\Water\37389-1\Cfft-ofsr\Highland Home Road\South
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Plot Scale: 0.386863 Dwg Scale: ----
Plot Date: 02.17.2022 11:24:19 AM By: jchu

TRACT NO. 37389-1, HIGHLAND HOME ROAD SOUTH WATER IMPROVEMENT PLANS

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[ ] FINAL TRACT MAP NO. 37298-1 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL – 37298-1
NAME AND ADDRESS OF SUBDIVIDER(S):	PARDEE HOMES 1250 CORONA POINTE CT, #600 CORONA, CA 92881
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

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

IMPROVEMENT/PLAN NO.:	Sewer Imp Plans - Approved 8/07/2019 Water Imp Plans - Approved 8/07/2019 Street Imp Plans - Approved 7/15/2019 Storm Drain Imp Plans - Approved 7/15/2019	
ESTIMATED TOTAL COSTS:	IMPROVEMENTS	$15,949,531.92
	GRADING	$0
	MONUMENTATION	$3,296,834.96
	TOTAL:	$19,246,366.88
FORM OF IMPROVEMENT SECURITY:	[ ] AAA Corporate surety bonds [ ] Deposit of money	
NAME AND ADDRESS OF CORPORATE SURETY (if applicable):	RLI Insurance Company (Name of Corporate Entity) 6303 Owensmouth Ave, 10th Floor (Street Address) Woodland Hills, CA 91367 (City) (State) (Zip)	

SURETY BOND NUMBERS (if applicable):

Apex Street
- Storm Drain Bond#CMS331784
- Sewer Bond#CMS331785
- Street Bond#CMS331786
- Water Bond#CMS331787
- Non Potable Water Bond#CMS331788

Atwell Drive
- Water Bond#CMS331797
- Street Bond#CMS331798

Creekside Avenue
- Sewer Bond#CMS331780
- Storm Drain Bond#CMS331781
- Water Bond#CMS331782
- Street Bond#CMS331783

Highland Springs Avenue
- Storm Drain Bond#CMS331799
- Street Bond#CMS331800
- Water Drain Bond#CMS331801

Landmark Way
- Water Bond#CMS331792
- Street Bond#CMS331793
- Sewer Bond#CMS331794
- Storm Drain Bond#CMS331795
- Non Potable Water Bond#CMS331796

Meadowline Way
- Street Bond#CMS331802
- Water Bond#CMS331803
- Non Potable Water Bond#CMS331804
- Storm Drain Bond#CMS331805
- Sewer Bond#CMS331806

Wilson Street
- Storm Drain Bond#CMS331789
- Sewer Bond#CMS331790
- Water Bond#CMS331791
- Street Bond#CMS331807

Monumentation
- 37298-1 BB Bond#CMS331840
- Well NP1 NO Water Bond#CMS331845
- Segment D1 NP Water Bond#CMS331838
- NP Well Site Bond#CMS331837
- NP1 Pump Line NP Water Bond#CMS331836

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

COMPLETION PERIOD: All improvements of Tract 37298-1 (including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street, shall be completed within two years from the Effective Date of the Agreement. _____ Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____and ____ of Tract 37298-1.

* *

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS 2

2. INSPECTION OF WORK AND FINAL ACCEPTANCE 4

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS 5

4. TIME EXTENSIONS 5

5. IMPROVEMENT SECURITY 6

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY 7

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16. SEVERABILITY 20

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18. GOVERNING LAW 20

19. EFFECTIVE DATE OF THE AGREEMENT 21

SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____
Print Name: Jeff Chambers
Title: VP Community Development
Date: 9-18-19

CITY

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

583

Bond No: CMS331784
Premium: $475.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1

(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Apex Street Storm Drain Improvements per Sheet 11 on Tract No. 37298-1 37298-2, 37298-3 & 37298, Atwell Storm Drain Improvement Plan ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Eighteen Thousand Eight Hundred Forty One & 00/100 Dollars ($ 118,841.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 9-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of June, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 21st day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: _____
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: _____
Jean M. Stephenson — Corporate Secretary

Bond No: CMS331784
Premium: Included in the cost of the performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Apex Street Storm Drain Improvements per Sheet 11 on Tract No. 37298-1, 37298-2, 37298-3 & 37298 Atwell Storm Drain Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Hundred Eighteen* Dollars ($ 118,841.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*Thousand Eight Hundred Forty One and 00/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 9-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 21st day of June, 2018.

CONTRACTORS BONDING AND INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI INSURANCE COMPANY — CORPORATE SEAL — ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois
County of Peoria } SS

On this 21st day of June, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

APPROVED BY
CITY OF BANNNG
AUG 06 2019
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	7/25/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Storm Drain, Apex Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
STORM DRAIN IMPROVEMENTS				
24" RCP	LF	212	$ 70.00	$ 14,840.00
36" RCP	LF	400	$ 90.00	$ 36,000.00
Catch Basin (W=14') w/ Local Depression	Each	1	$ 4,500.00	$ 4,500.00
Catch Basin (W=21') w/ Local Depression	Each	1	$ 6,000.00	$ 6,000.00
Concrete Flared End Section	Each	4	$ 4,000.00	$ 16,000.00
Riser Inlet	Each	3	$ 2,500.00	$ 7,500.00
36" CMP	LF	23	$ 70.00	$ 1,610.00
Concrete Collar	Each	2	$ 1,500.00	$ 3,000.00
Rock Rip Rap	CY	201	$ 40.00	$ 8,040.00
29" X 45" Elliptical Pipe	LF	65	$ 90.00	$ 5,850.00
SUBTOTAL				**$ 103,340.00**
15% Contingency				**$ 15,501.00**
TOTAL				**$ 118,841.00**

Bond No: CMS331785
Premium: $645.00

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

37298-1

(Name or Tract Number of Subdivision)

KNOWA LLM ENB Y THESEP RESENTS:

WHEREAS, Pardee Homes (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Apex Street Sewer Improvements per Sheets 3 and 4 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Sixty One Thousand One Hundred Seventy Two & 50/100 Dollars ($ 161,172.50), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 9-18-19

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor
(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public,
(Here insert name and title of the officer)

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

601

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. H. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

GRETCHEN L JOHNIGK
NOTARY PUBLIC STATE OF ILLINOIS
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

0415930020212

A0058817

602

Bond No: CMS331785
Premium: Included in cost of the performance bond

CITY OF BANNING

PAYMENT BOND

37298-1
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Pardee Homes, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Apex Street Sewer Improvements per Sheets 3 and 4 on Tract No. 37298-1, On-Site Sewer and Water Improvement Plan; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and RLI Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of One Hundred Sixty* Dollars ($ 161,172.50), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

*One Thousand One Hundred Seventy Two & 50/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Pardee Homes
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Jeffrey R. Chambers
Vice President Development
(Title of officer)

Date: 5-18-15

"SURETY"

RLI Insurance Company
(Type name of Surety)

6303 Owensmouth Ave, 10th Floor

(Street Address)

Woodland Hills, CA 91367
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Janina Monroe, Attorney-In-Fact
(Title of officer)

Date: September 16, 2019

APPROVED:

_____
City Attorney

California All-Purpose Certificate of Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside } s.s.

On September 18, 2019 before me, Ana E. Chavez Perez, Notary Public,
Name of Notary Public, Title

personally appeared Jeff Chambers
Name of Signer (1)

Name of Signer (2)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

ANA E. CHAVEZ PEREZ
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2286015
RIVERSIDE COUNTY
My Comm. Exp. April 22, 2023

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On SEP 16 2019 before me, Brianne Davis, Notary Public
(Here insert name and title of the officer),

personally appeared Janina Monroe,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

BRIANNE DAVIS
Notary Public – California
Orange County
Commission # 2195215
My Comm. Expires May 1, 2021

Brianne Davis
Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

POWER OF ATTORNEY

RLI Insurance Company
Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Paul Boucher, Janina Monroe, Dennis Langer, Michelle Haase, Timothy Noonan, jointly or severally

in the City of Irvine, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed **Twenty Five Million** Dollars (**$25,000,000.00**) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

> "All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 15th day of January, 2019.

CONTRACTORS BONDING AND INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI INSURANCE COMPANY CORPORATE SEAL ILLINOIS

RLI Insurance Company
Contractors Bonding and Insurance Company

By: B. W. D.
Barton W. Davis — Vice President

State of Illinois }
County of Peoria } SS

On this 15th day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L Johnigk
Gretchen L. Johnigk — Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
GRETCHEN L JOHNIGK
"OFFICIAL SEAL"
My Commission Expires
May 26, 2020

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this _____ day of SEP 16 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Jean M. Stephenson — Corporate Secretary

8015

APPROVED BY
CITY OF BANNNG
AUG 07 201
PUBLIC WORKS DEPT

Prepared By:	MDS Consulting
Date Prepared:	8/7/2019
Approved By:	
Date Approved:	
Tract No.:	37298-1
	Sewer, Apex Street

City of Banning Engineering Division
Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
(Subdivisions/Public Works/Commercial Projects)

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
SEWER IMPROVEMENTS				
8-inch Main	LF	160	$ 60.00	$ 9,600.00
12-inch Main	LF	1,285	$ 80.00	$ 102,800.00
Manhole	Each	6	$ 4,000.00	$ 24,000.00
Remove Cap & Join Main	Each	1	$ 250.00	$ 250.00
Adjust Manhole to Grade	Each	6	$ 500.00	$ 3,000.00
Temporary Cap	Each	2	$ 250.00	$ 500.00
SUBTOTAL				**$ 140,150.00**
15% Contingency				**$ 21,022.50**
TOTAL				**$ 161,172.50**

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 ATWELL

STORM DRAIN IMPROVEMENT PLAN

GENERAL NOTES

1. WHERE NOTED THE CONTRACTOR SHALL CONSTRUCT THE STORM DRAIN IMPROVEMENTS SHOWN ON THE DRAWINGS IN CONFORMANCE WITH THE REQUIREMENTS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT'S M.O.U. STANDARD SPECIFICATIONS DATED JUNE 24, 2008, AND RCFC&WCD STANDARD MANUAL. FOR THE LATEST DRAWINGS OF THE STANDARD MANUAL, PLEASE REFER TO THE "PUBLICATIONS AND RECORDS" PAGE FOUND ON THE DISTRICT'S WEBSITE.
2. CONTACT THE ENCROACHMENT PERMIT ENGINEER AT 951.922.3130 IF AN ENCROACHMENT PERMIT IS REQUIRED FROM CITY OF BANNING. AFTER THE PERMIT IS ISSUED THE CITY OF BANNING MUST BE NOTIFIED ONE WEEK PRIOR TO CONSTRUCTION.
3. ALL STATIONING REFERS TO CENTERLINE OF CONSTRUCTION UNLESS OTHERWISE NOTED.
4. STATIONING FOR LATERALS AND CONNECTOR PIPES REFER TO THE CENTERLINE INTERSECTION STATIONS.
5. FORTY-EIGHT HOURS BEFORE EXCAVATION, CALL UNDERGROUND SERVICE ALERT 1.800.227.2600.
6. ALL ELEVATIONS SHOWN ARE IN FEET AND DECIMALS THEREOF BASED ON THE NATIONAL GEODETIC VERTICAL DATUM (NAD 88).
7. ALL COORDINATES ARE SHOWN IN FEET AND DECIMALS THEREOF BASED ON THE NORTH AMERICAN DATUM (NAD 83), CALIFORNIA COORDINATE SYSTEM (CCS), ZONE 6 AND EPOCH (1995.5).
8. ELEVATIONS OF UTILITIES ARE APPROXIMATE UNLESS OTHERWISE NOTED.
9. OPENINGS RESULTING FROM THE CUTTING OR PARTIAL REMOVAL OF EXISTING CULVERTS, PIPES OR SIMILAR STRUCTURES TO BE ABANDONED SHALL BE SEALED WITH 6" OF CLASS "B" CONCRETE.
10. PIPE CONNECTED TO THE MAINLINE PIPE SHALL CONFORM TO JUNCTION STRUCTURE NO. 4 (JS 229) UNLESS OTHERWISE NOTED.
11. "V" IS THE DEPTH OF CATCH BASINS MEASURED FROM THE TOP OF CURB TO INVERT OF CONNECTOR PIPE.
12. CATCH BASINS SHALL BE LOCATED SO THAT LOCAL DEPRESSION SHALL BEGIN AT EXISTING CURB RETURN JOINT, UNLESS OTHERWISE SPECIFIED.
13. ALL CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS AND OTHER EXISTING IMPROVEMENTS TO BE RECONSTRUCTED IN KIND AND AT THE SAME ELEVATION AND LOCATION AS THE EXISTING IMPROVEMENTS UNLESS OTHERWISE NOTED.
14. STANDARD DRAWINGS CALLED FOR ON THE PLAN AND PROFILE SHALL CONFORM TO RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT STANDARD DRAWINGS UNLESS NOTED OTHERWISE.
15. THE CONTRACTOR IS REQUIRED TO CALL ALL UTILITY AGENCIES REGARDING TEMPORARY SHORING AND SUPPORT REQUIREMENTS FOR THE VARIOUS UTILITY LINES SHOWN ON THESE PLANS.
16. DURING ROUGH GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES, TEMPORARY DRAINAGE CONTROL SHOULD BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
17. APPROVAL OF THESE PLANS BY THE CITY OF BANNING DOES NOT RELIEVE THE DEVELOPER'S ENGINEER OF RESPONSIBILITY FOR THE ENGINEERING DESIGN. IF FIELD CHANGES ARE REQUIRED, IT WILL BE THE RESPONSIBILITY OF THE DESIGN ENGINEER TO MAKE THE NECESSARY CORRECTIONS.
18. THE CONTRACTOR OR DEVELOPER SHALL SECURE ALL REQUIRED ENCROACHMENT AND/OR STATE AND FEDERAL REGULATORY PERMITS PRIOR TO THE COMMENCEMENT OF ANY WORK.
19. THE CONCRETE COATING ON THE INSIDE OF ALL REINFORCED CONCRETE PIPES MUST BE INCREASED TO PROVIDE A MINIMUM OF 1-1/2 INCHES OVER THE REINFORCING AND INCREASED TO A MINIMUM OF 3-1/2 INCHES OVER THE REINFORCING FOR BOX CULVERT, WHEN DESIGN VELOCITIES EXCEED 20 FEET PER SECOND. THE CONCRETE DESIGN STRENGTH IN THESE REACHES SHALL BE PC=5,000 PSI FOR VELOCITIES EXCEEDING 20 FEET PER SECOND AND PC=6,000 PSI FOR VELOCITIES EXCEEDING 30 FEET PER SECOND.
20. CONSTRUCTION JOINT PER CALTRANS STANDARD REINFORCED CONCRETE BOX SHALL BE PLACED ACCORDING TO RCFC&WCD STANDARD DRAWING NO. BX401.

ASSESSORS PARCEL NUMBERS

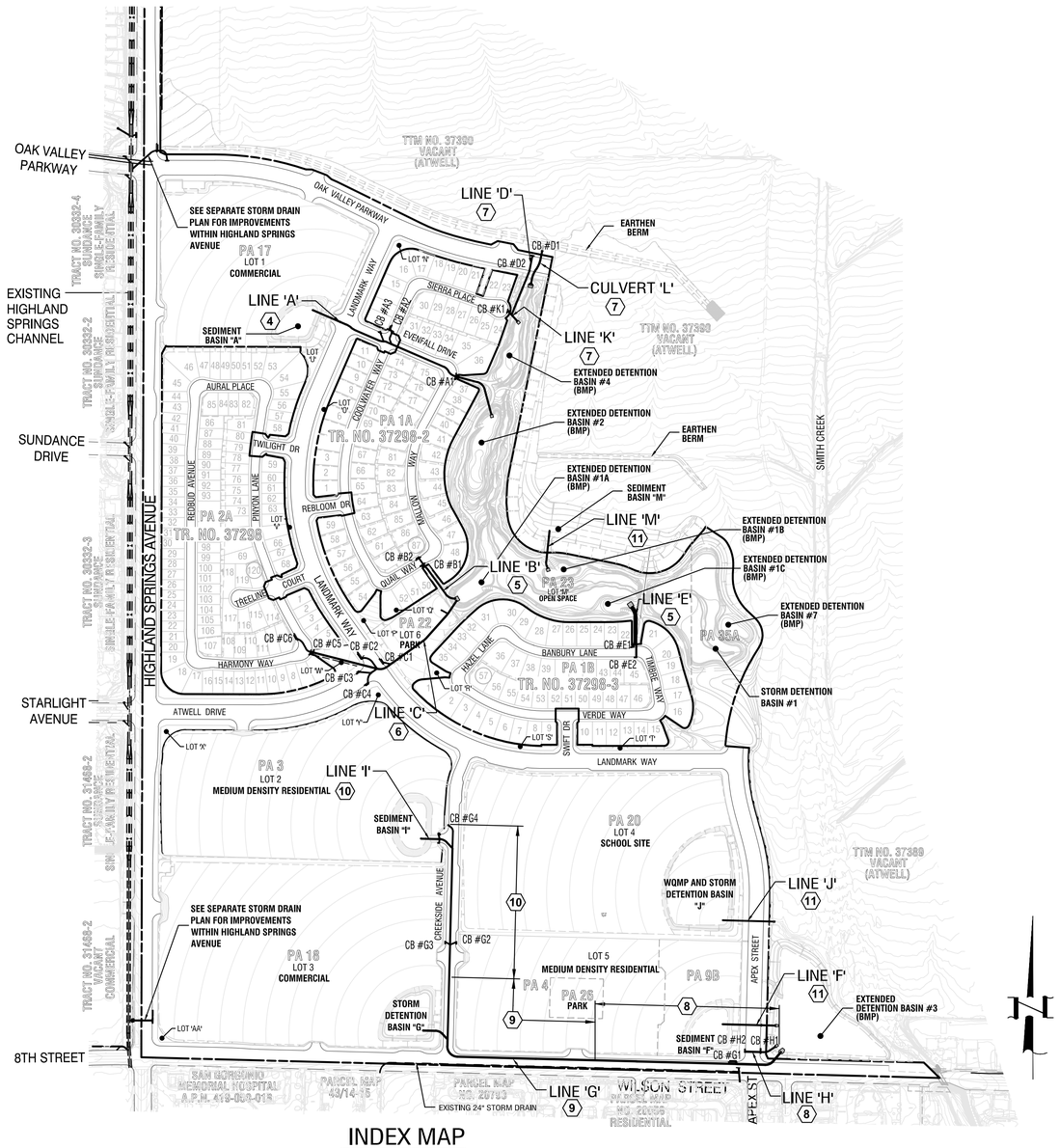
408-120-001 THROUGH -005, -007 THROUGH -009
PORTIONS OF 408-120-006, -010, -012, -019, -020

BENCH MARK

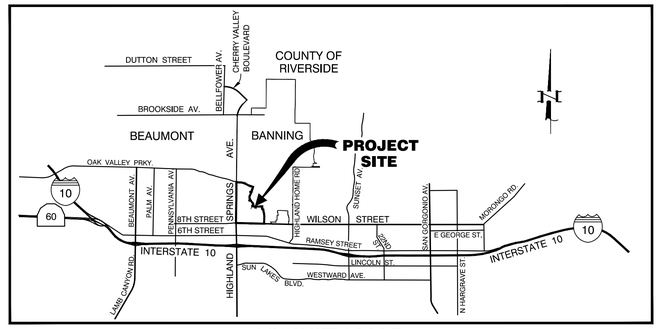
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.



INDEX MAP
SCALE: 1"=300'



VICINITY MAP
NOT TO SCALE

ABBREVIATIONS:

TB	TRACT BOUNDARY	PCC	POINT OF COMPOUND CURVE
R/W	RIGHT-OF-WAY	PRC	POINT OF REVERSE CURVE
TC	TOP OF CURB	ST.	STREET
FS	FINISH SURFACE	℄	CENTERLINE
R	RADIUS	INT.	INTERSECTION
Δ	DELTA	NO.	NUMBER
L	LENGTH	SHT.	SHEET
EX.	EXISTING	O.C.	ON CENTER
GB	GRADE BREAK	N'LY	NORTHERLY
FL	FLOW LINE	E'LY	EASTERLY
600.00	PROPOSED ELEVATION	S'LY	SOUTHERLY
(600.00)	EXISTING ELEVATION	W'LY	WESTERLY
INV.	INVERT	CFS	CUBIC FEET PER SECOND
TG	TOP OF GRATE	V	VELOCITY
BC	BEGINNING OF CURVE	Q100	100 YEAR STORM
EC	END OF CURVE	RCP	REINFORCED CONCRETE PIPE
P.U.E.	PUBLIC UTILITY EASEMENT	M.H.	MANHOLE
C.B.	CATCH BASIN	J.S.	JUNCTION STRUCTURE
PROP.	PROPOSED	HGL	HYDRAULIC GRADE LINE
G.I.	GRATE INLET	M.O.S.	MIDDLE OF STRUCTURE
TRW	TOP OF RETAINING WALL	NEG.	NEGLIGIBLE
TA	TOP OF APRON	BOT.	BOTTOM
W.T.	WATER TIGHT PIPE JOINT OR CONNECTION		

INDEX

	SHEET NO.
TITLE SHEET, INDEX MAP	1
CONSTRUCTION NOTES & QUANTITY ESTIMATES AND DETAILS	2
LOCAL DEPRESSION DETAILS	3
PLAN & PROFILE STORM DRAIN LINE 'A'	4
PLAN & PROFILE STORM DRAIN LINE 'B' & 'E'	5
PLAN & PROFILE STORM DRAIN LINE 'C'	6
PLAN & PROFILE STORM DRAIN LINE 'D', 'K' & 'L'	7
PLAN & PROFILE STORM DRAIN LINE 'G'	8
PLAN & PROFILE STORM DRAIN LINE 'G'	9
PLAN & PROFILE STORM DRAIN LINE 'G'	10
PLAN & PROFILE STORM DRAIN LINE 'F', 'J' & 'M'	11
LATERALS	12,13

UTILITIES

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

TRASH
CITY OF BANNING
Co WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

ELECTRIC
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

CABLE
SPECTRUM CABLE
3317 WEST RAMSEY STREET
BANNING, CA. 92220
(866) 417-1039

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

TELEPHONE
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST STREET
POMONA, CA. 92363
(909) 397-0042

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 335-3928

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

OWNER/ APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

300 0 150 300 600 1200
(1"=300')

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
2	PLAN CHECK REVISIONS: REMOVE SHT, 14		
1	PLAN CHECK REVISIONS: MOVE SHT, INDEX LIST FROM SHT, 2 TO 1		
	SITE PLAN REVISIONS: REPLACE LAKE W/DETENTION BASIN; SEPARATE PLAN FOR HIGHLAND SPRINGS AVENUE STORM DRAIN		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 SENIOR CIVIL ENGINEER — DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
TITLE SHEET

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain Created: 05.13.2019 11:44:54 AM Author: ---- Last Edit: 05.13.2019 11:44:54 AM By: Station166
MDS File: 89404-SD SHT-01(Title).dwg Plot Scale: 0.386863 Dwg Scale: ---- Plot Date: 05.13.2019 2:48:45 PM By: station166

CONSTRUCTION NOTES & ESTIMATED QUANTITIES:

#	STORM DRAIN IMPROVEMENTS	UNIT	TOTAL
(1)	CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)	LF	403
(2)	CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	508
(3)	CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	138
(4)	CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	2,665
(5)	CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	734
(6)	CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)	LF	1,415
(9)	INSTALL 6" PVC PIPE	LF	12
(10)	CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100	EA.	22
	W=4.0'	EA.	3
	W=7.0'	EA.	1
	W=10.0'	EA.	4
	W=14.0'	EA.	8
	W=21.0'	EA.	4
	W=28.0'	EA.	2
(11)	CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311, SEE DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS	EA.	22
(12)	CONSTRUCT MH NO. 1 PER RCFC&WCD STD. MH251	EA.	2
(13)	CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD. MH252	EA.	12
(14)	CONSTRUCT MH NO. 4 (LARGE SIDE INLET) PER RCFC&WCD STD. MH254	EA.	3
(15)	CONSTRUCT JUNCTION STRUCTURE NO. 4 (PIPE TO PIPE [ID <24"]) PER RCFC&WCD STD JS229	EA.	1
(16)	CONSTRUCT 38"X60" ELLIPTICAL RCP	LF	204
(17)	INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B	EA.	11
(19)	CONSTRUCT INLET RISER PER DETAIL ON SHEET NO. 7	EA.	6
(21)	INSTALL 36" CMP STORM DRAIN	LF	23
(22)	CONSTRUCT BOX CULVERT WARPED WINGWALLS PER CALTRANS STD. PLAN D86A	EA.	1
(23)	CONSTRUCT 36"X36" DROP INLET PER JENSEN PRECAST, SEE DETAIL ON SHEET NO. 13	EA.	1
(24)	CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD. DWG. NO. M803	EA.	3
(25)	INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2	SF	2,207
(26)	INSTALL TIMBER BULKHEAD FOR BOX CULVERT	EA.	1
(27)	CONSTRUCT 29"X45" ELLIPTICAL RCP	LF	349
(28)	CONSTRUCT 19"X30" ELLIPTICAL RCP	LF	96
(29)	INSTALL MORTAR PLUG	EA.	2
(30)	CONSTRUCT 24"X24" DROP INLET PER JENSEN PRECAST, SEE DETAIL ON SHEET NO. 13	EA.	1
(31)	REMOVE AND DISPOSE OF EXISTING HEAD WALL	EA.	1
(32)	REMOVE AND DISPOSE OF EXISTING 48" CMP	LF	18
(33)	REMOVE & REPLACE EXISTING AC PAVEMENT & BASE	SF	175
(34)	REMOVE EXISTING JUNCTION STRUCTURE AND CONSTRUCT MANHOLE NO. 2 PER RCFC&WCD STD. DWG. NO. MH252 AT INTERSECTION OF EXISTING 48" CMP AND 21" RCP. CONTRACTOR TO VERIFY EXISTING PIPE AND LOCATIONS (VERTICALLY AND HORIZONTALLY) PRIOR TO CONSTRUCTION.	EA.	1

LEGEND:

TRACT BOUNDARY	
R/W R/W	RIGHT-OF-WAY
℄	STREET CENTERLINE
	PROPOSED CURB & GUTTER
	EXISTING CURB & GUTTER
	FLOW LINE
	PROPOSED STORM DRAIN
8" SS	PROPOSED SANITARY SEWER
16" RCW	PROPOSED NON-POTABLE WATER MAIN
(6)	CONSTRUCTION NOTE
	PUBLIC UTILITY EASEMENT
	PROPOSED SIDEWALK
	ROCK RIP RAP
	STREET LIGHT
	FIRE HYDRANT
	WATER SERVICE
8" W	PROPOSED WATER MAIN
EX. 24" SD	EXISTING STORM DRAIN
EX. 8" S	EXISTING SANITARY SEWER
EX. 16" W	EXISTING DOMESTIC WATER MAIN
EX. 16" RCW	EXISTING RECYCLED WATER MAIN
EX. ELEC.	EXISTING ELECTRIC
CATV	EXISTING CABLE TV
EX. TELE.	EXISTING TELEPHONE LINE
EX. 8"G	EXISTING GAS LINE
	SEWER SERVICE
(6)	SHEET INDEX NUMBER
120	HIGHEST RESIDENTIAL LOT NO.

CAST-IN-PLACE CONCRETE PIPE REQUIREMENTS

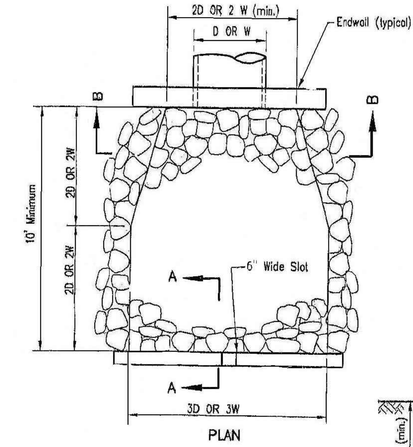
(OPTION, IN-LIEU OF RCP)

1. CIPP SHALL ONLY BE USED WHERE SHOWN ON THE DRAWINGS AND APPROVED BY THE AGENCY RESPONSIBLE FOR THE MAINTENANCE OF THE PROJECT.
2. A GEOTECHNICAL INVESTIGATION REPORT SHALL BE PREPARED AND TRANSMITTED TO THE APPROVING AGENCY AT THE TIME THE DRAWINGS ARE INITIALLY SUBMITTED FOR REVIEW. THE REPORT SHALL BE PREPARED BY A LICENSED CIVIL OR GEOTECHNICAL ENGINEER REGISTERED IN THE STATE OF CALIFORNIA, AND SHALL ADDRESS, BUT NOT NECESSARILY BE LIMITED TO THE FOLLOWING ISSUES:
   a. TRENCH WALL STABILITY
      A TRENCH STABILITY ANALYSIS SHALL BE PREPARED. SLOUGHING AND OVERALL TRENCH STABILITY AS IT PERTAINS TO THE CONSTRUCTION OF CIPP SHALL BE ADDRESSED.
   b. EXISTENCE OF GROUNDWATER
      IF GROUNDWATER IS PRESENT, THE REPORT SHALL SPECIFY APPROPRIATE MITIGATION MEASURES.
   c. EXISTENCE OF EXPANSIVE SOILS
      CIPP SHALL NOT BE USED IF EXPANSIVE SOILS ARE PRESENT.
   d. CORROSION POTENTIAL
      A CHEMICAL ANALYSIS OF THE SOIL SAMPLES SHALL BE MADE TO DETERMINE SULFATE CONCENTRATIONS. A RECOMMENDATION WITH RESPECT TO CEMENT "TYPE" SHALL BE MADE.
   e. OVERALL FEASIBILITY OF CONSTRUCTING CIPP
3. FOR STRUCTURAL DESIGN PURPOSES, THE PIPE SHALL BE DESIGNED FLOWING NO MORE THAN JUST FULL UNLESS STRUCTURAL CALCULATIONS ARE SUBMITTED SHOWING THAT THE PIPE CAN SAFELY SUSTAIN THE PROPOSED HYDROSTATIC HEAD.
4. DESIGN FLOW VELOCITIES GREATER THAN 20 ft./sec. WILL NOT BE ALLOWED UNLESS AN EXCEPTION IS GRANTED BY THE ENGINEER.
5. A MINIMUM 6 SACK PER CUBIC YARD DESIGN MIX SHALL BE USED AND THE COMPRESSIVE STRENGTH OF THE CONCRETE (fc) AT 28 DAYS SHALL BE AT LEAST 4000 PSI; THE MODULES OF RUPTURE SHALL BE AT LEAST 550 psi. FOR VELOCITIES GREATER THAN 10 ft./sec. BUT NOT GREATER THAN 20 ft./sec. THE COMPRESSIVE STRENGTH SHALL BE 5000 PSI. COMPRESSIVE STRENGTHS SHALL BE NOTED ON THE DRAWINGS.
6. PIPE WALL THICKNESS FOR FLOWS HAVING VELOCITIES EQUAL TO OR LESS THAN 10 ft./sec. SHALL COMPLY WITH THE REQUIREMENTS AS SET FORTH IN THE STANDARD SPECIFICATIONS. FOR VELOCITIES GREATER THAN 10 ft./sec. BUT NOT MORE THAN 20 ft./sec. A 140 DEGREE SEGMENT OF INVERT SHALL BE THICKENED 2 INCHES IN WALL THICKNESS AS "SACRIFICIAL CONCRETE". INCREASES IN STANDARD WALL THICKNESS SHALL BE NOTED ON THE DRAWINGS.
7. THE MINIMUM FINISHED COVER OVER THE PIPE SHALL BE 2 FEET.
8. THE MINIMUM PIPE SLOPE SHALL BE 0.003
9. CIPP, WHICH IS TO BE MAINTAINED BY THE CITY OF BANNING, SHALL NOT BE PLACED EXCEPT IN THE PRESENCE OF THE ENGINEER.
10. WHEN CIPP IS SPECIFIED AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPE, A NOTE SHALL BE ADDED TO THE CONSTRUCTION DRAWINGS STATING THAT TRANSITION STRUCTURE NO. 3 SHALL REPLACE JUNCTION STRUCTURE NO. 2 WHEN CIPP IS USED. NO CHANGES NEED BE MADE FOR JUNCTION STRUCTURE NO. 4.
11. CIPP SHALL NOT HAVE CURVE RADII LESS THAN SHOWN HERE.

PIPE SIZE	RADIUS*
30 IN.	45 ft.
36 IN.	45 ft.
42 IN.	45 ft.
48 IN.	60 ft.
54 IN.	60 ft.
60 IN.	60 ft.
66 IN.	60 ft.
72 IN.	60 ft.
78 IN.	90 ft.
84 IN.	120 ft.
96 IN.	150 ft.
120 IN.	160 ft.

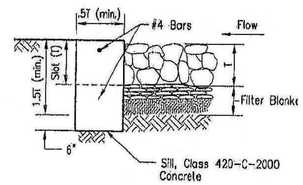
* THESE VALUES MAY BE REDUCED BY 25% FOR CURVES WITH INCLUDED ANGLES OF LESS THAN 25 DEGREES.

NOTE:
CIPP SPECIFIED HEREON AS AN ALTERNATIVE TO REINFORCED CONCRETE PIPE (30" DIA. AND ABOVE).

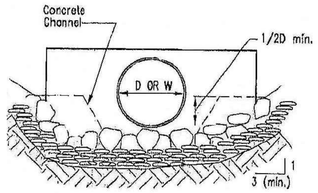


PLAN

D = Pipe Diameter
W = Bottom Width of Channel



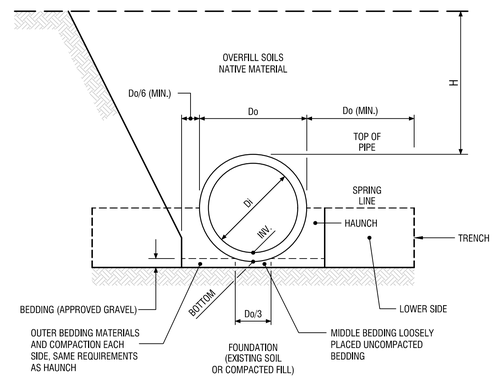
SECTION A–A



SECTION B–B

NOTES
1. Plans shall specify:
   A) Rock Class and thickness (T).
   B) Filter material, number of layers and thickness.
2. Rip rap shall be either quarry stone or broken concrete (if shown on the plans.) Cobbles are not acceptable.
3. Rip rap shall be placed over filter blanket which may be either granular material or filter fabric.
4. See Regional Supplement Amendments for selection of rip rap and filter blanket.
5. Rip rap energy dissipators shall be designated as either Type 1 or Type 2. Type 1 shall be with concrete sill; Type 2 shall be without sill.

ROCK RIP-RAP DETAIL (25)



TYPICAL TRENCH/ EMBANKMENT STORM DRAIN PIPE INSTALLATION TYPE 3

CONCRETE PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE AASHTO LRFD BRIDGE CONSTRUCTION SPECIFICATIONS, SECTION 27 OR ASTM C1479, AND SOILS ENGINEER'S RECOMMENDATIONS.
NTS

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
1	PLAN CHECK REVISIONS: MOVE SHT. INDEX LIST FROM SHT. 2 TO 1; ADDED TRENCH DETAIL; ADDED RIP RAP SPEC'S TO PLAN SHTS.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
CONSTRUCTION NOTES, QUANTITIES AND DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

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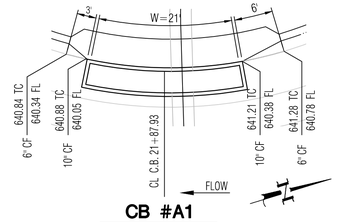
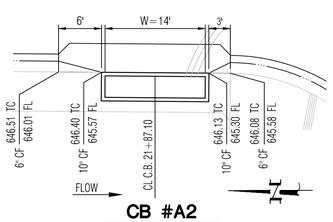
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN



CB #A1

FLOW BY CONDITION
R.C.T.D STD. CB 311 - CASE B



CB #A2

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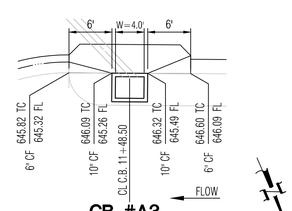
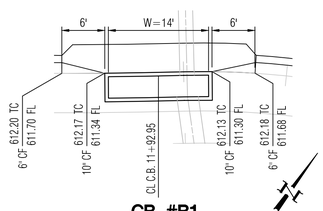


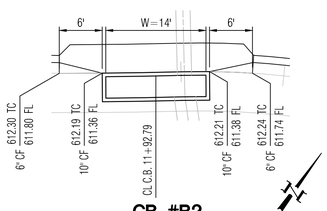
CB #A3

SUM CONDITION
R.C.T.D STD. CB 311 - CASE C



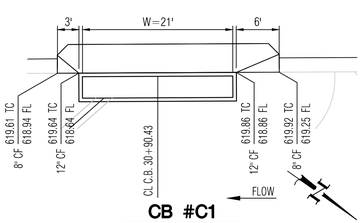
CB #B1

SUMP CONDITION
R.C.T.D STD. CB 311 - CASE C



CB #B2

SUMP BY CONDITION
R.C.T.D STD. CB 311 - CASE C



CB #C1

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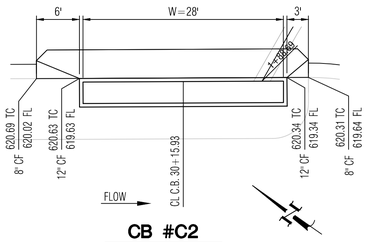

CB #C2

FLOW BY CONDITION
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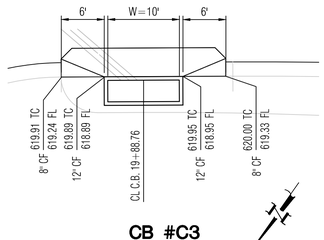

CB #C3

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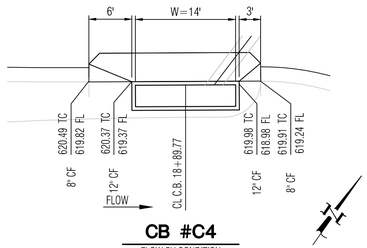

CB #C4

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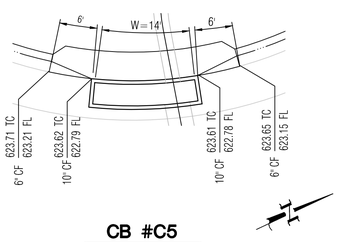

CB #C5

SUMP CONDITION
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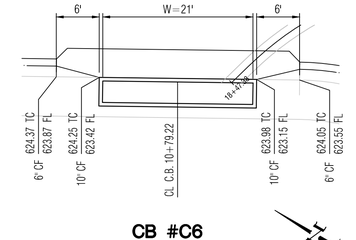

CB #C6

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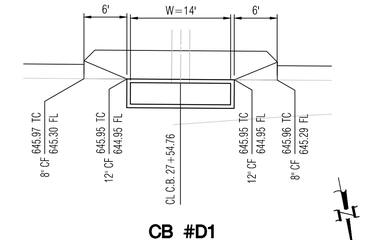

CB #D1

SUMP CONDITION
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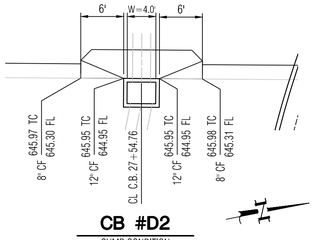
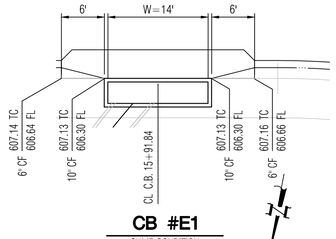


CB #D2

SUMP CONDITION
R.C.T.D STD. CB 311 - CASE C



CB #E1

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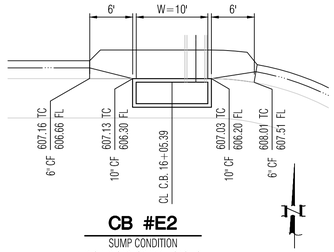

CB #E2

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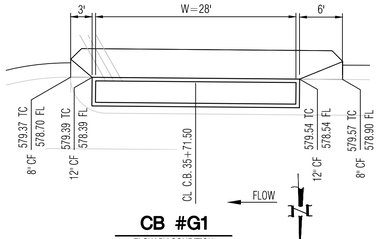
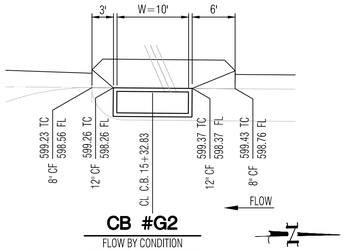


CB #G1

FLOW BY CONDITION
R.C.T.D STD. CB 311 - CASE B



CB #G2

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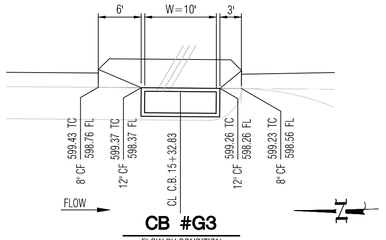

CB #G3

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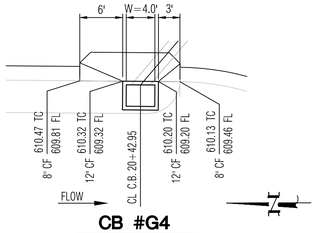

CB #G4

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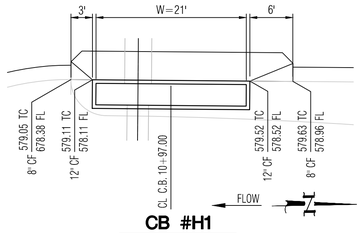

CB #H1

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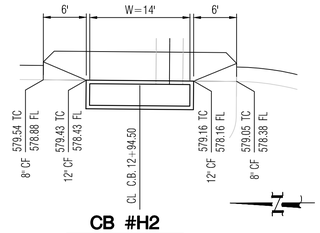
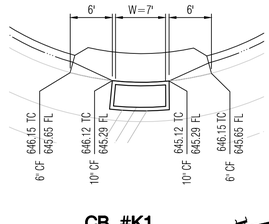


CB #H2

SUMP CONDITION
R.C.T.D STD. CB 311 - CASE C



CB #K1

SUMP CONDITION
R.C.T.D STD. CB 311 - CASE C

LOCAL DEPRESSION DETAILS

SCALE: 1"=10'

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
1	PLAN CHECK REVISIONS: REV. CB #A2 & #C2		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
LOCAL DEPRESSION DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain
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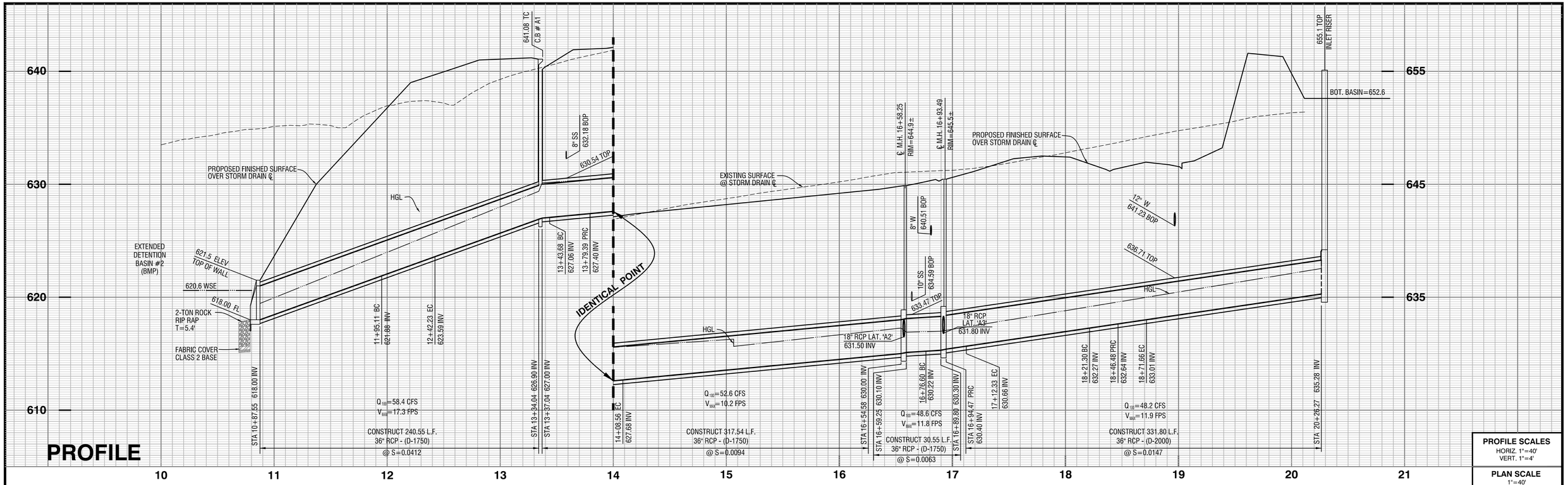
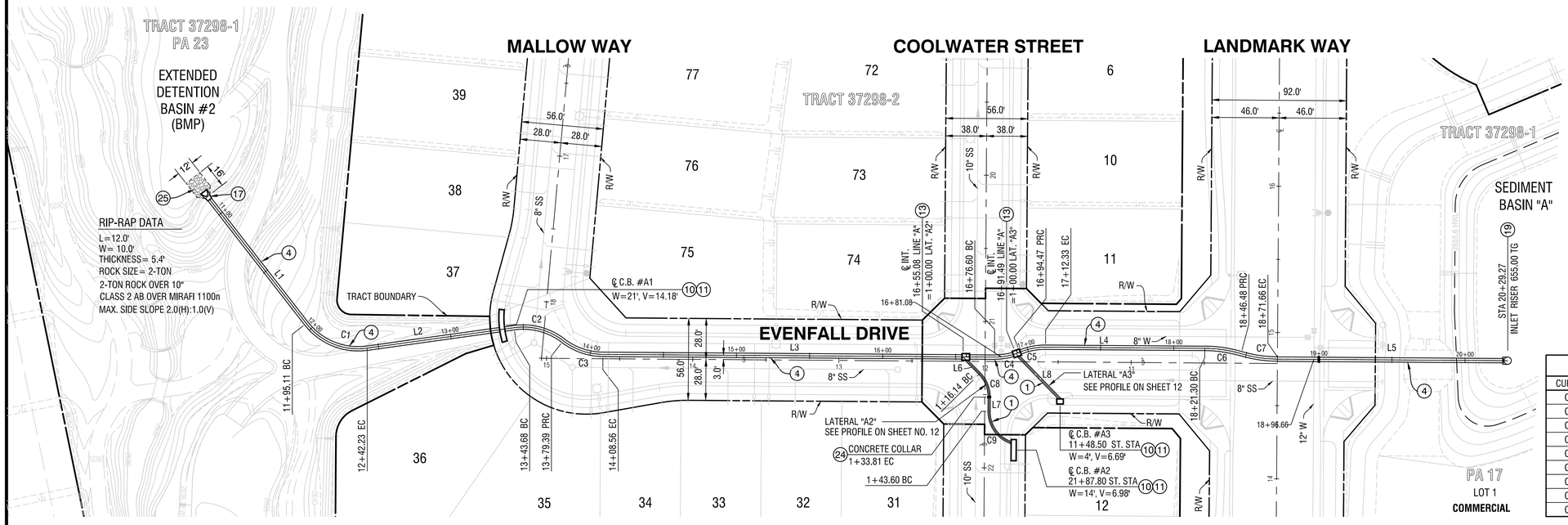
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN

PROFILE



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
4. CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311 PER DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
17. INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B
19. CONSTRUCT INLET RISER PER DETAIL ON SHEET NO. 7
24. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	59°59'53"	45.00'	47.12'	25.98'
C2	45°27'56"	45.00'	35.71'	18.85'
C3	37°08'29"	45.00'	29.17'	15.12'
C4	22°44'49"	45.00'	17.87'	9.05'
C5	22°44'49"	45.00'	17.87'	9.05'
C6	16°01'51"	90.00'	25.18'	12.67'
C7	16°01'51"	90.00'	25.18'	12.67'
C8	45°00'00"	22.50'	17.67'	9.32'
C9	71°52'26"	22.50'	28.22'	16.31'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 4°55'18" W	101.62'
L2	N 74°55'12" W	101.45'
L3	N 66°35'45" W	268.04'
L4	N 66°35'45" W	108.97'
L5	N 66°35'45" E	157.61'
L6	N 21°35'45" E	16.14'
L7	N 23°24'15" E	9.80'
L8	N 17°10'16" E	40.73'

0 20 40 80 160
1"=40' GRAPHIC SCALE

LINE "A"

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
1	PLAN CHECK REVISIONS: ADD PIPE COATING NOTE; ADD BASIN HWL		
	SITE PLAN REVISIONS: REV. BMP BASIN #2 AND STORM DRAIN		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "A"

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

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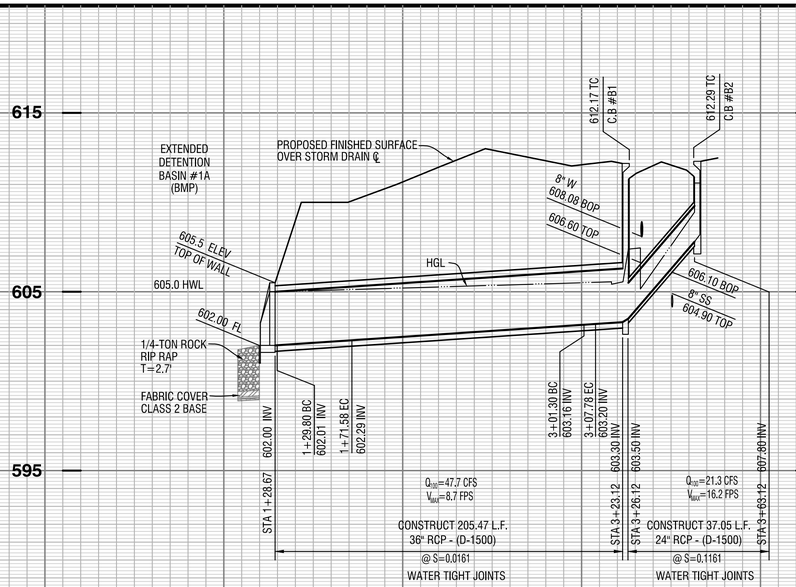
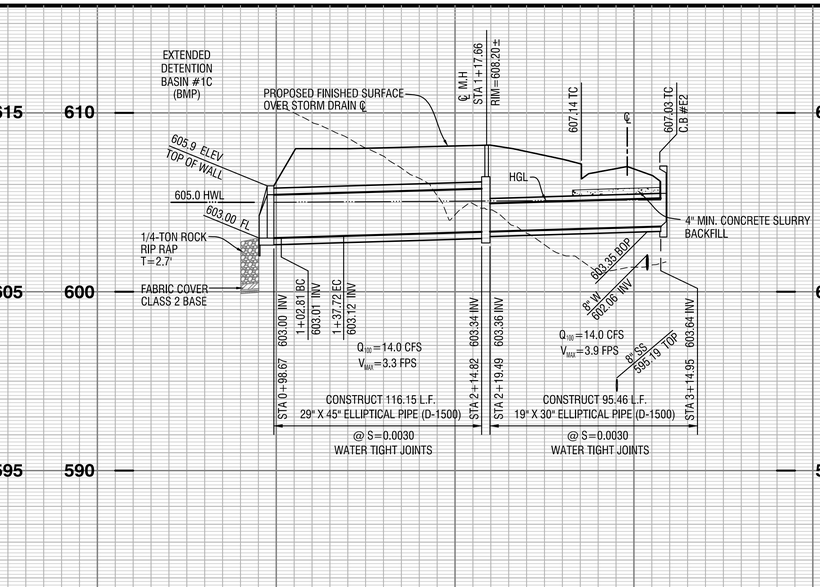
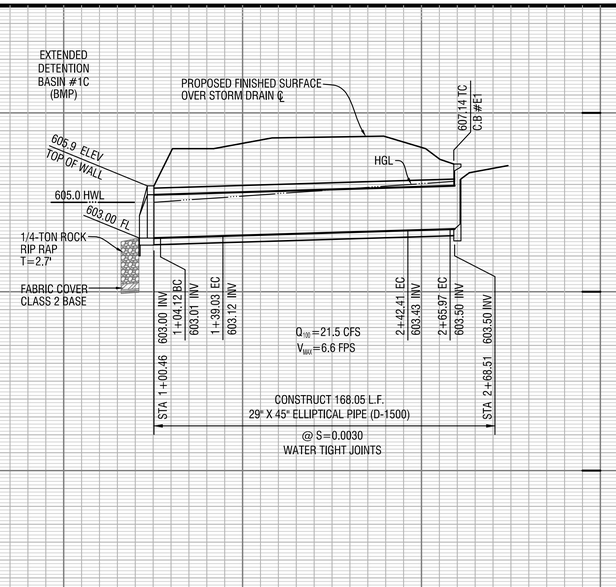
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN



LINE "B"



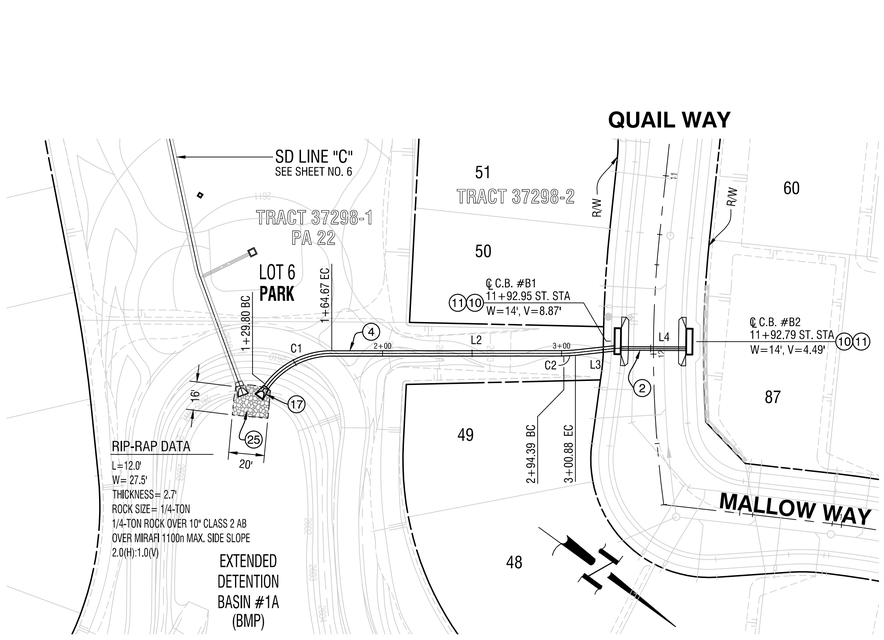
PROFILE



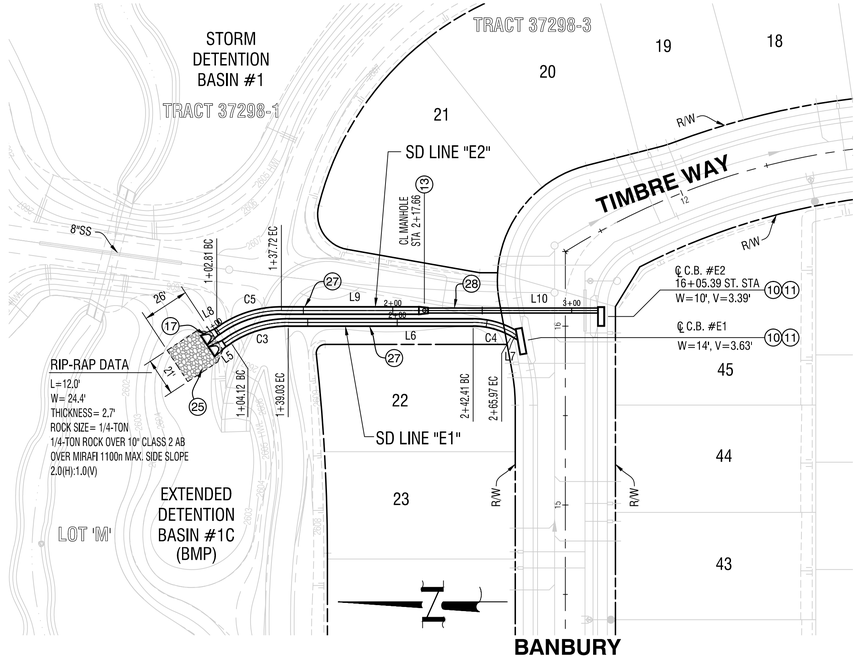
LINE "E1"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE "B"



LINE "E1" & "E2"

CONSTRUCTION NOTES:

(2) CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
(4) CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
(10) CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
(11) CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311 PER DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS
(13) CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
(17) INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B
(25) INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2
(27) CONSTRUCT 29"X45" ELLIPTICAL RCP
(28) CONSTRUCT 19"X30" ELLIPTICAL RCP

LINE TABLE

LINE	BEARING	DISTANCE
L1	N/A	N/A
L2	N 36°01'49" W	129.72'
L3	N 42°13'20" W	22.24'
L4	N 35°40'10" W	40.00'
L5	N 21°12'05" W	11.58'
L6	NORTH	108.63'
L7	N 30°00'11" E	2.54'
L8	N 21°12'05" W	12.82'
L9	NORTH	79.8'
L10	NORTH	95.46'

CURVE TABLE

CURVE	DELTA	R	L	T
C1	44°24'02"	45.00'	34.87'	18.36'
C2	06°11'31"	60.00'	6.48'	3.25'
C3	21°12'05"	60.00'	22.20'	12.23'
C4	30°00'11"	45.00'	23.56'	12.06'
C5	21°12'05"	60.00'	22.20'	12.23'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "B" LINE "E1" & "E2"

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

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TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN

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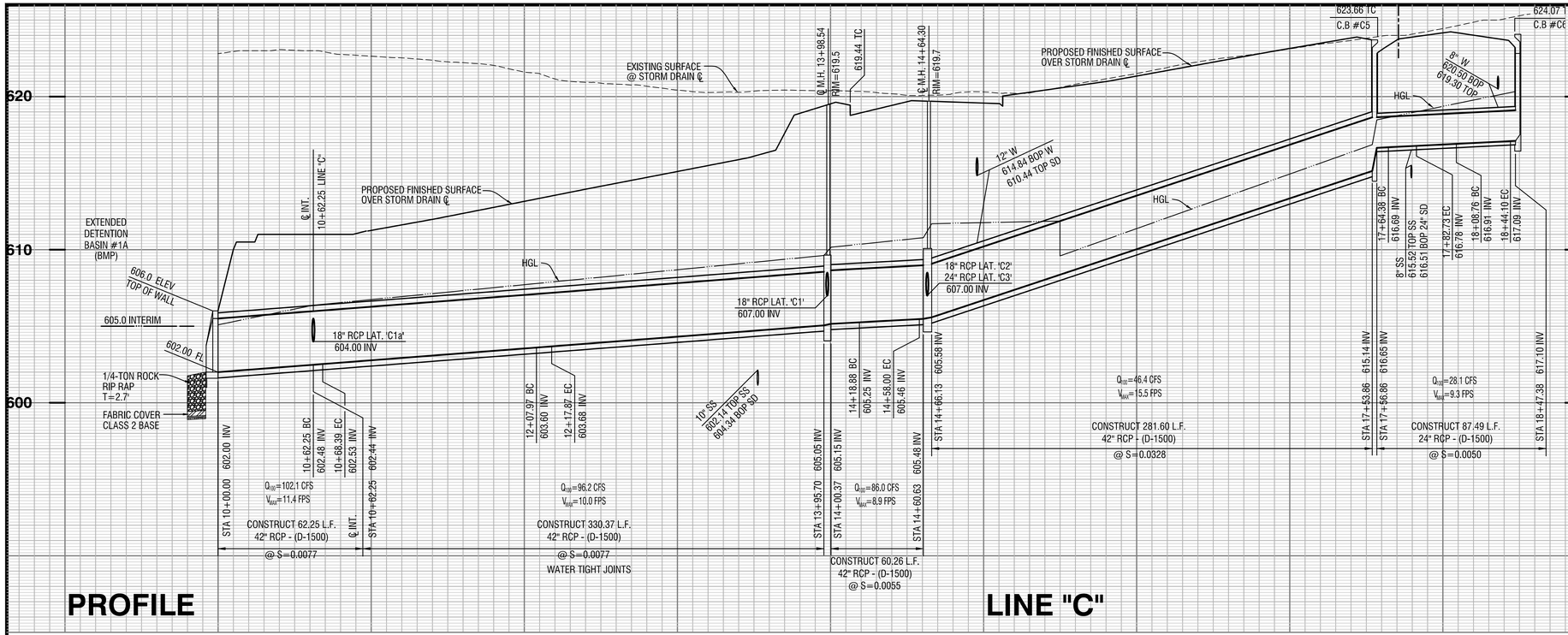
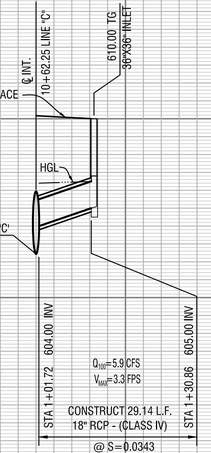


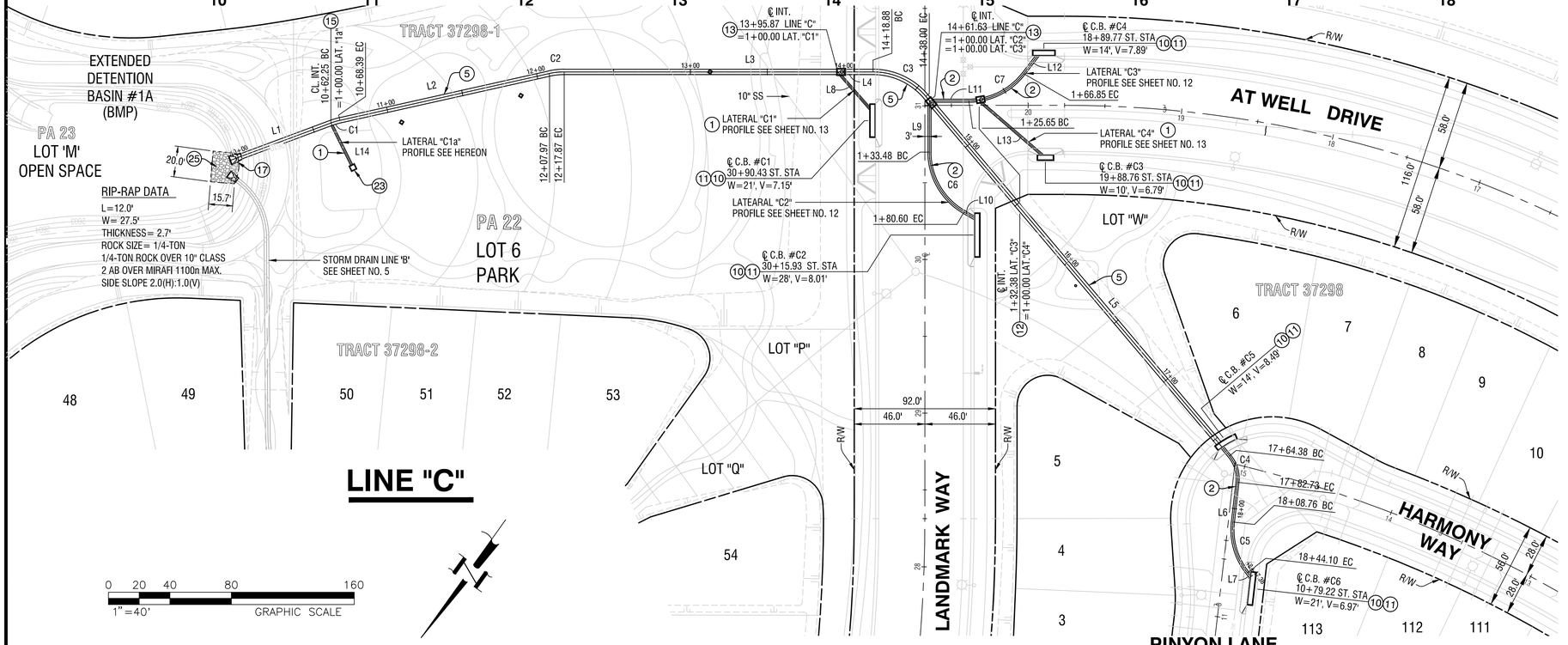
LINE "C"

LAT. "C1a"



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



0 20 40 80 160
1"=40' GRAPHIC SCALE

CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
5. CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311 PER DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
15. CONSTRUCT JUNCTION STRUCTURE NO. 4 (PIPE TO PIPE [ID <24"]) PER RCFC&WCD STD JS229
17. INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B
23. CONSTRUCT 36"X36" DROP INLET PER JENSEN PRECAST, SEE DETAIL ON SHEET NO. 13
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 33°57'30" E	62.25'
L2	N 41°46'29" E	139.58'
L3	N 54°22'12" E	178.01'
L4	N 54°22'12" E	23.01'
L5	N 75°48'56" W	306.37'
L6	N 29°05'41" W	26.03'
L7	N 74°05'41" W	3.28'
L8	S 76°51'13" E	32.21'
L9	N 35°37'48" W	33.48'
L10	N 84°22'12" E	8.08'
L11	N 54°22'12" E	25.65'
L12	N 1°54'53" W	15.04'
L13	N 84°49'51" W	54.99'
L14	N 61°58'05" W	30.86'

CURVE TABLE

CURVE	DELTA	R	L	T
C1	7°49'00"	45.00'	6.14'	3.07'
C2	12°35'43"	45.00'	9.89'	4.97'
C3	49°48'52"	45.00'	39.12'	20.90'
C4	46°43'15"	22.50'	18.35'	9.72'
C5	45°00'00"	45.00'	35.34'	18.64'
C6	60°00'00"	45.00'	47.12'	25.98'
C7	52°27'19"	45.00'	41.20'	22.17'

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Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

BANNING, CA STAGECOACH TOWN USA Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 SENIOR CIVIL ENGINEER — EXP. 12/31/19 — DATE
APPROVED BY:
ARTURO VELA, RCE #75696 PUBLIC WORKS DIRECTOR/CITY ENGINEER — EXP. 6/30/20 — DATE

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "C"

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 13

TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

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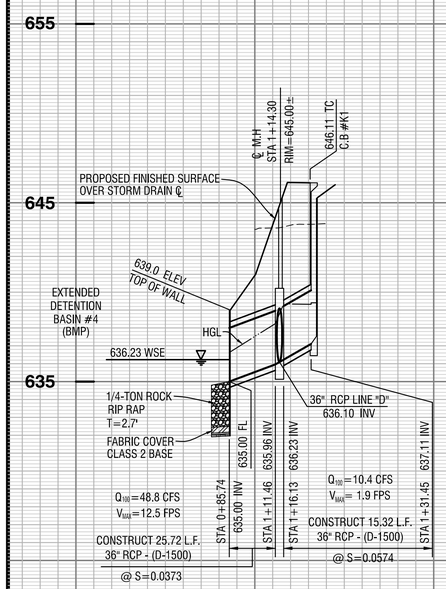
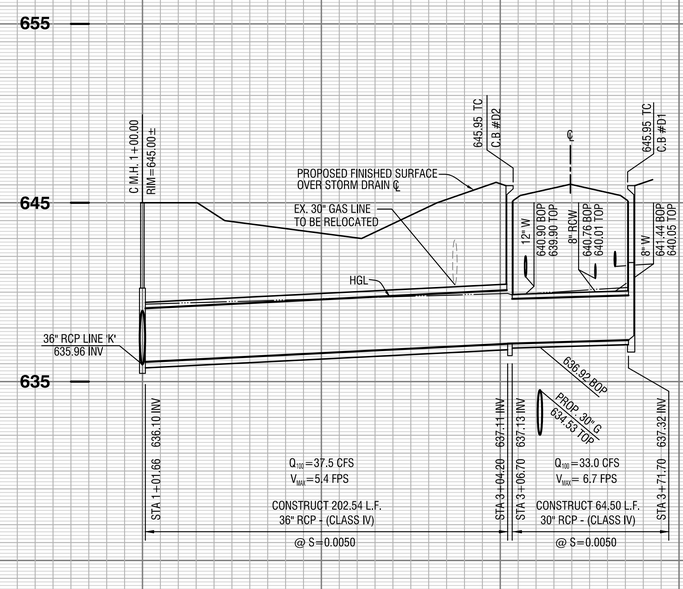
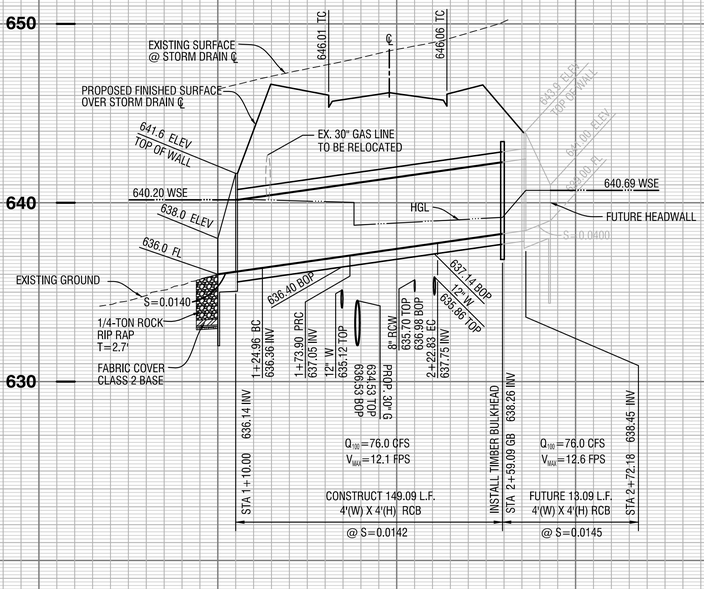


LINE "K"



LINE "D"

PROFILE



CULVERT "L"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'

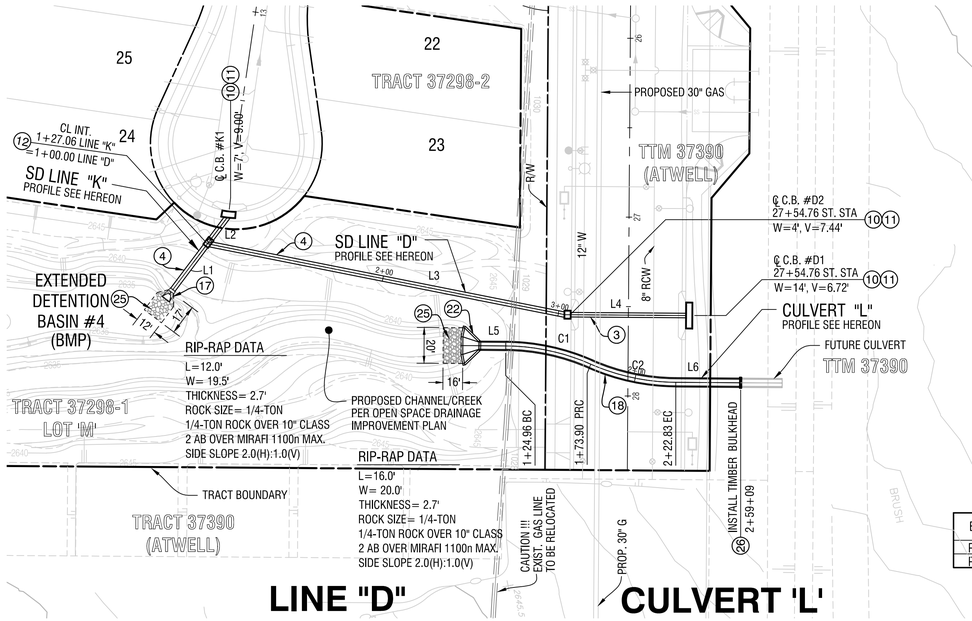
CONSTRUCTION NOTES:

(3) CONSTRUCT 30" RCP STORM DRAIN (D-LOAD PER PROFILE)
(4) CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
(10) CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
(11) CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311 PER DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS
(12) CONSTRUCT MH NO. 1 PER RCFC&WCD STD MH251
(17) INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B
(18) CONSTRUCT CAST-IN-PLACE REINFORCED CONCRETE SINGLE BOX CULVERT PER CALTRAN STD. PLAN D81
(22) CONSTRUCT BOX CULVERT WARPED WINGWALLS PER CALTRANS STD. PLAN D86A
(25) INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2
(26) INSTALL TIMBER BULKHEAD FOR BOX CULVERT

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 42°04'15" W	27.06'
L2	N 42°04'15" W	15.32'
L3	N 22°12'57" E	203.70'
L4	N 11°23'53" E	68.00'
L5	N 11°23'54" E	24.96'
L6	N 11°23'53" E	36.26'

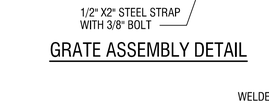
CURVE TABLE				
CURVE	DELTA	R	L	T
C1	23°21'50"	120.00'	48.93'	24.81'
C2	23°21'50"	120.00'	48.93'	24.81'

0 20 40 80 160
1" =40' GRAPHIC SCALE

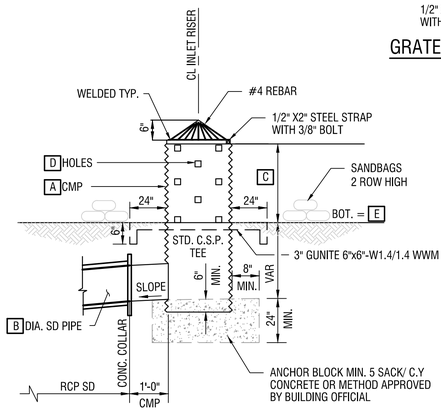


LINE "D"

CULVERT 'L'



GRATE ASSEMBLY DETAIL

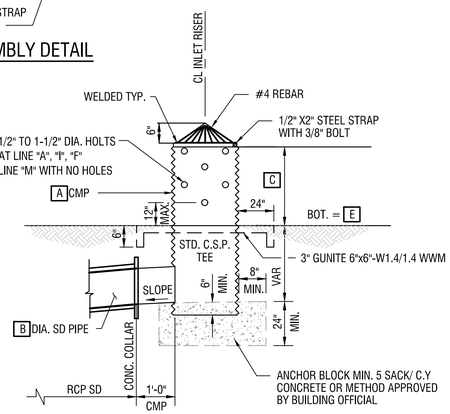


NOTES:
1. SQUARE HOLE OPENINGS AT 12" O.C VERTICALLY STAGGERED (4 PER ROW)
2. C.M.P RISER AND GRATE SHALL BE GALVANIZED

BASIN	SD LINE	SHEET #	DIMENSIONS					# OF ROWS
			A	B	C	D	E	
PA 18	LATERAL "G2"	9	48"	48"	3.0'	6"X6"	593.0	4
PA 20	LINE "J"	11	36"	24"	4.4'	4"X4"	592.2	5

INLET RISER @ STORM DETENTION BASINS

NTS



NOTES:
1. HOLE OPENINGS AT 12" O.C VERTICALLY STAGGERED (4 PER ROW)
2. C.M.P RISER AND GRATE SHALL BE GALVANIZED

BASIN	SD LINE	SHEET #	DIMENSIONS				# OF ROWS
			A	B	C	E	
PA 3	LINE "I"	10	36"	36"	3.0'	607.2	3
PA 9B	LINE "F"	8	36"	18"	2.5'	581.0	2
PA 17	LINE "A"	4	36"	36"	2.5'	652.6	2
PA 23	LINE "M"	11	36"	36"	2.0'	605.0	0

INLET RISER @ SEDIMENT BASINS

NTS

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

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CITY OF BANNING

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SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "D", LINE "K" & CULVERT "L"

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

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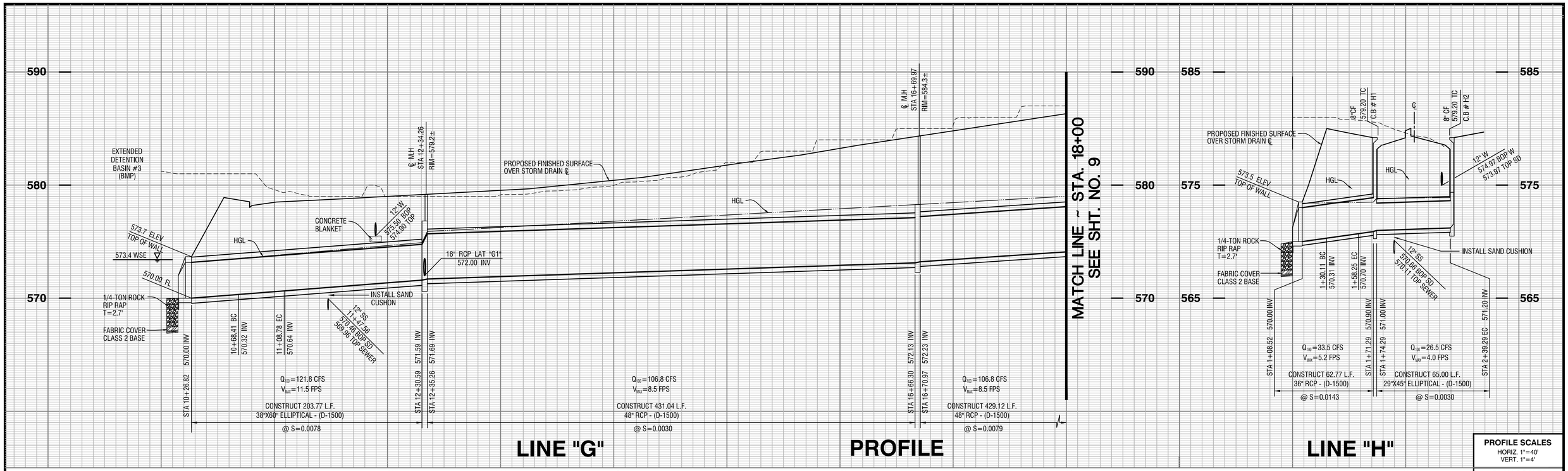
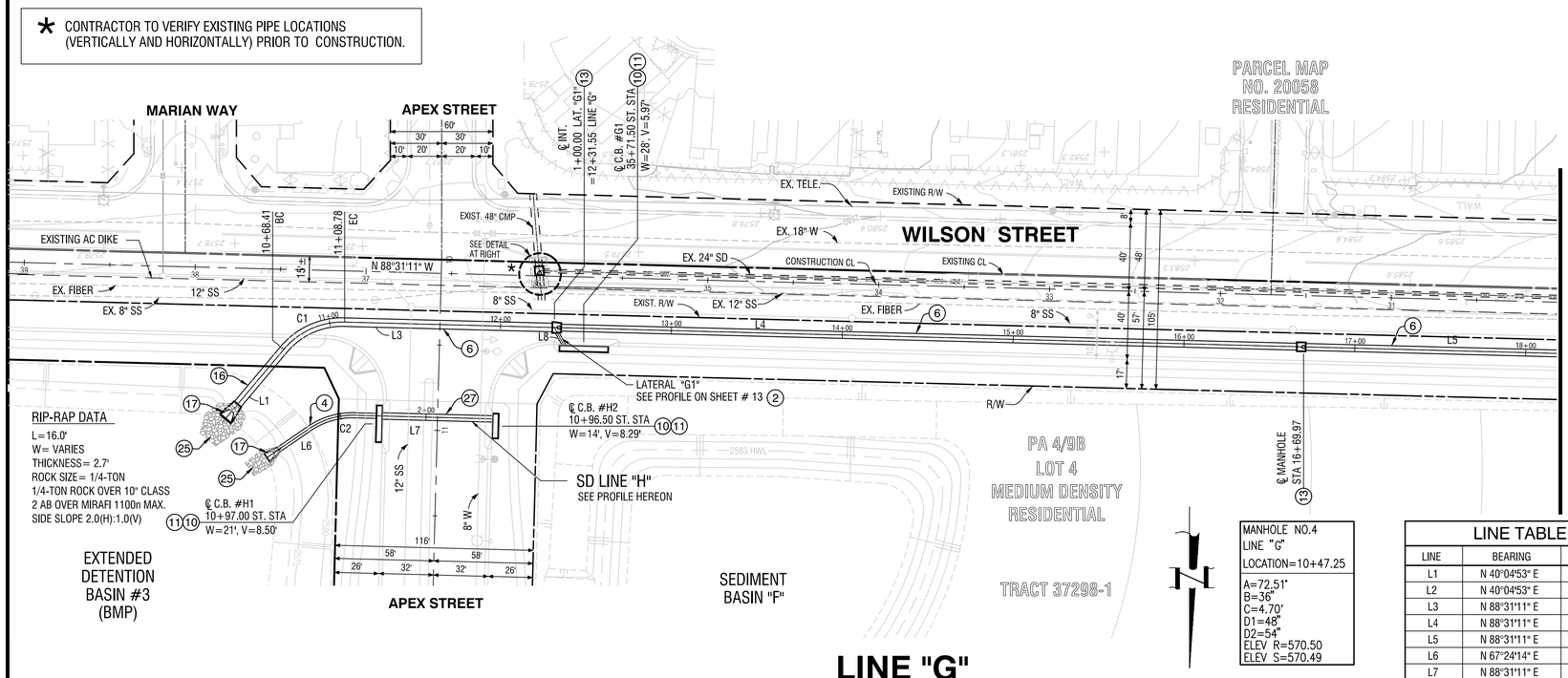
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



* CONTRACTOR TO VERIFY EXISTING PIPE LOCATIONS (VERTICALLY AND HORIZONTALLY) PRIOR TO CONSTRUCTION.

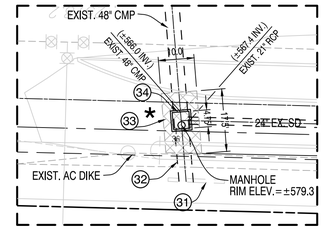
MANHOLE NO.4
LINE "G"
LOCATION=10+47.25
A=72.51"
B=36"
C=4.70'
D1=48"
D2=54"
ELEV R=570.50
ELEV S=570.49

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 40°04'53" E	16.84'
L2	N 40°04'53" E	21.17'
L3	N 88°31'11" E	122.77'
L4	N 88°31'11" E	438.42'
L5	N 88°31'11" E	130.03'
L6	N 67°24'14" E	38.84'
L7	N 88°31'11" E	68.00'
L8	N 88°31'11" W	12.12'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	51°23'56"	45.00'	40.37'	21.66'
C2	21°06'57"	90.00'	33.17'	16.77'

CONSTRUCTION NOTES:

(2) CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
(4) CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
(6) CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)
(10) CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
(11) CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311 PER DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS
(13) CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
(14) CONSTRUCT MH NO. 4 (LARGE SIDE INLET) PER RCFC&WCD STD MH254
(16) CONSTRUCT 38"X60" ELLIPTICAL RCP
(17) INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B
(25) INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2
(27) CONSTRUCT 29"X45" ELLIPTICAL RCP
(31) REMOVE AND DISPOSE OF EXISTING HEAD WALL
(32) REMOVE AND DISPOSE OF EXISTING 48" CMP
(33) REMOVE & REPLACE EXISTING AC PAVEMENT, BASE AND AC BERM
(34) REMOVE EXISTING JUNCTION STRUCTURE AND CONSTRUCT MANHOLE NO. 2 (L=4.75') PER RCFC&WCD STD. DWG. NO. MH252 AT INTERSECTION OF EXISTING 48" CMP AND 21" RCP. CONTRACTOR TO VERIFY EXISTING PIPE AND LOCATIONS (VERTICALLY AND HORIZONTALLY) PRIOR TO CONSTRUCTION.



DETAIL
SCALE: 1"=20'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

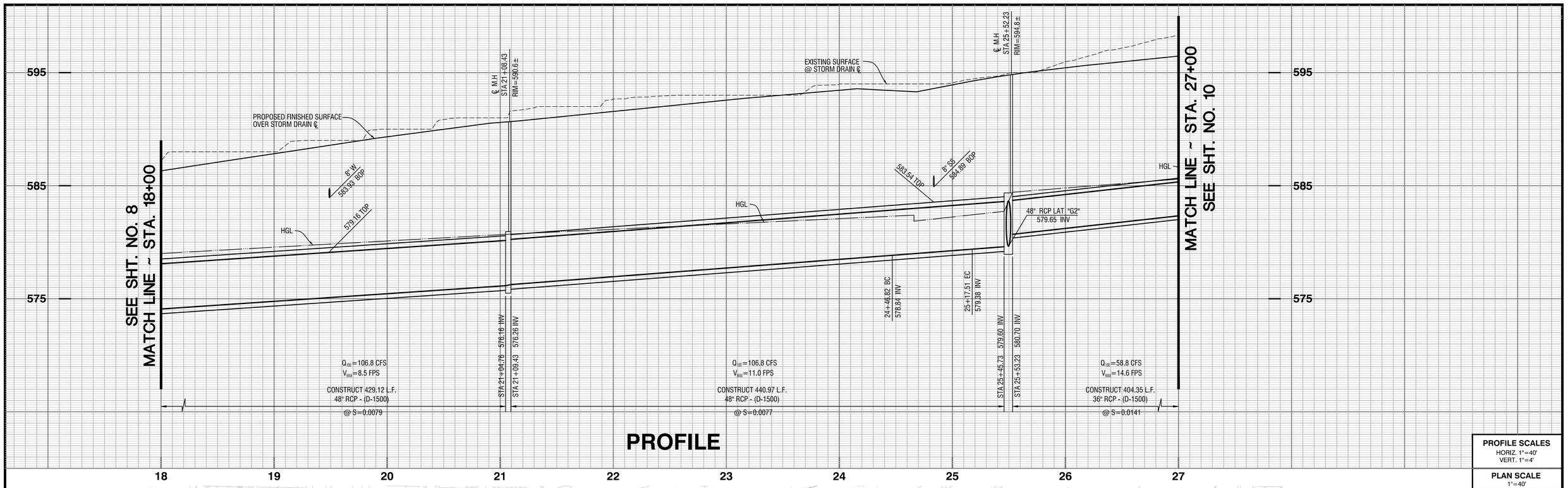
STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "G", LINE "H"
STA 10+30.41 TO STA 18+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain Created: 05.13.2019 10:15:42 AM Author:---- Last Edit: 05.13.2019 10:15:42 AM By: Station166
MDS File: 89404-SD SHT-08.dwg Plot Scale: 0.386863 Dwg.Scale: ---- Plot Date: 05.13.2019 9:04:15 PM By: station166

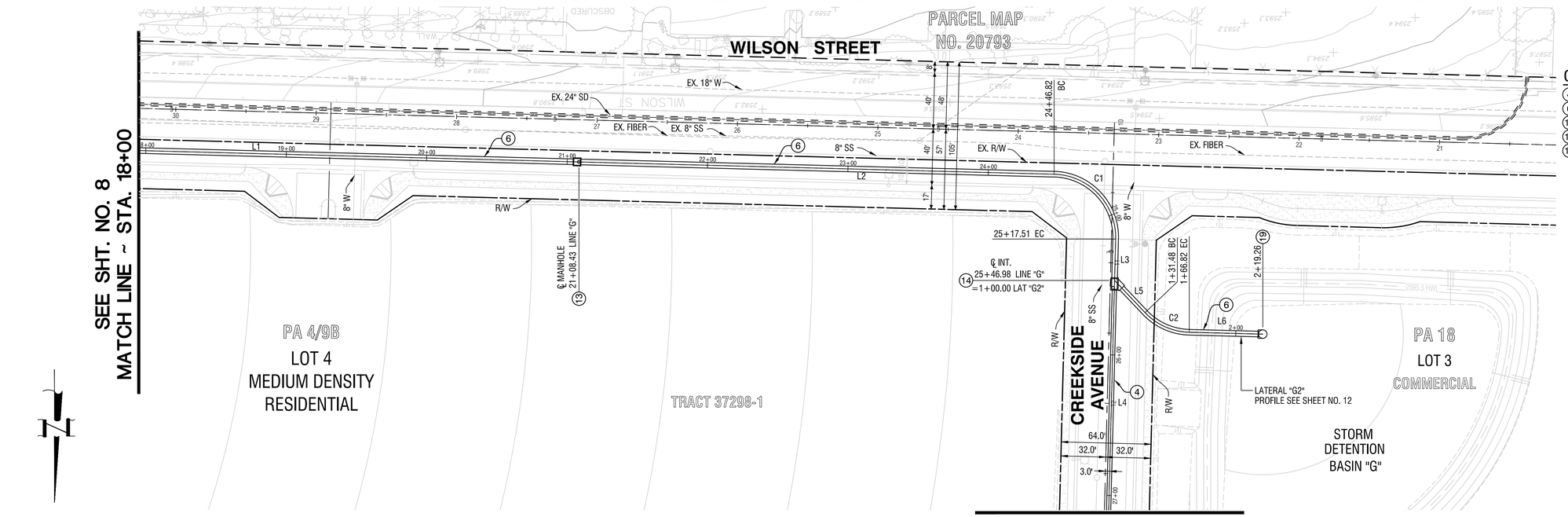
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN



PROFILE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE "G"

CONSTRUCTION NOTES:

4. CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
6. CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
14. CONSTRUCT MH NO. 4 (LARGE SIDE INLET) PER RCFC&WCD STD MH254
19. CONSTRUCT INLET RISER PER DETAIL ON SHEET NO. 7

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	90°00'00"	45.00'	70.69'	45.00'
C2	45°00'00"	45.00'	35.34'	18.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°31'11" W	308.43'
L2	N 88°31'11" E	338.39'
L3	N 1°28'49" E	29.47'
L4	N 1°28'49" E	153.02'
L5	N 43°31'11" W	31.48'
L6	N 88°31'11" E	49.44'

MANHOLE NO.4
LINE "G"
LOCATION=25+46.98

A=45.00"
B=48"
C=7.45'
D1=48"
D2=48"
ELEV R=580.15
ELEV S=580.04

MATCH LINE ~ STA. 27+00
SEE SHT. NO. 10

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
1	PLAN CHECK REVISIONS: ADD BASIN HWL		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "G"
STA 18+00.00 TO STA 27+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain
Created: 05.13.2019 09:54:53 AM Author: ----
Last Edit: 05.13.2019 09:54:53 AM By: Station166

MDS File: 89404-SD SHT-09.dwg
Plot Scale: 0.386863 Dwg Scale: ----
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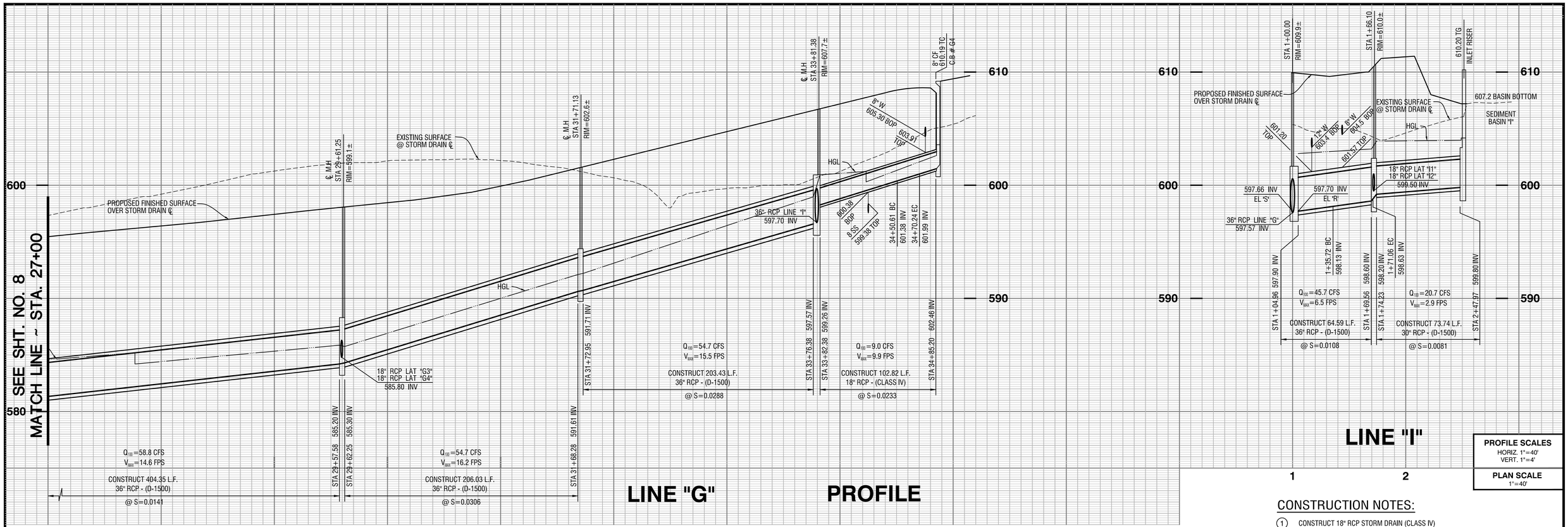
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN



PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

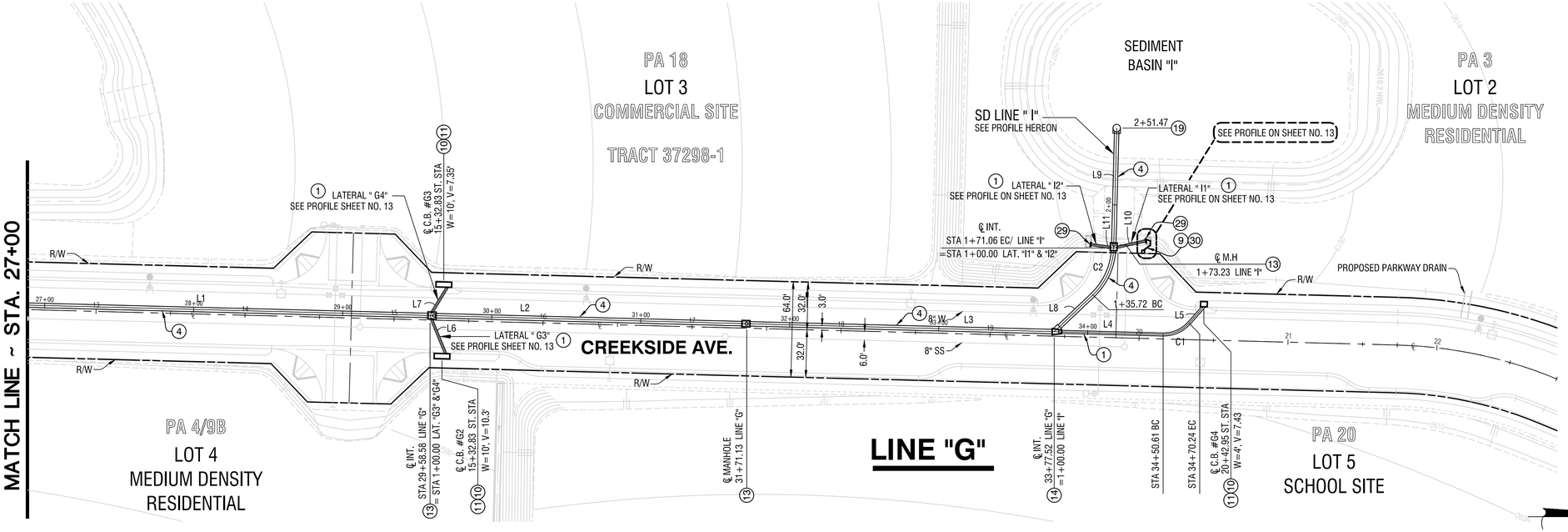
CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
4. CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
5. CONSTRUCT 42" RCP STORM DRAIN (D-LOAD PER PROFILE)
6. CONSTRUCT 48" RCP STORM DRAIN (D-LOAD PER PROFILE)
9. INSTALL 6" PVC PIPE
10. CONSTRUCT CATCH BASIN NO. 1 PER RCFC&WCD STD. NO. CB100
11. CONSTRUCT LOCAL DEPRESSION PER R.C.T.D STD. CB 311 PER DETAIL ON SHEET NO. 3 ALSO SEE DETAILS ON ONSITE STREET IMPROVEMENT PLANS
12. CONSTRUCT MH NO. 1 PER RCFC&WCD STD. MH251
13. CONSTRUCT MH NO. 2 (MAIN LINE ID=36" OR LARGER) PER RCFC&WCD STD MH252
14. CONSTRUCT MH NO. 4 (LARGE SIDE INLET) PER RCFC&WCD STD. MH254
19. CONSTRUCT INLET RISER PER DETAIL ON SHEET NO. 7
29. INSTALL MORTAR PLUG
30. CONSTRUCT 24"X24" DROP INLET PER DETAIL ON SHEET NO. 13

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	50°00'00"	22.50'	19.63'	10.49'
C2	45°00'00"	45.00'	35.34'	18.64'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 1°28'49" E	258.58'
L2	N 1°28'49" E	212.54'
L3	N 1°28'49" E	206.39'
L4	N 1°28'49" E	73.08'
L5	N 48°31'11" W	4.96'
L6	N 67°39'31" E	27.87'
L7	N 58°31'11" W	22.52'
L8	N 43°31'11" W	35.72'
L9	N 88°31'11" W	80.40'
L10	N 14°51'15" W	22.40'
L11	N 8°56'17" E	15.63'

MANHOLE NO.4
LINE "G"
LOCATION=33+77.52
A=45.00°
B=36"
C=4.96'
D1=18"
D2=42"
ELEV R=598.00
ELEV S=597.83



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REVISIONS

MARK		APPR	DATE
1	PLAN CHECK REVISIONS: ADD BASIN HWL		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
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SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "G"& LINE "I"
STA 27+00.00 TO STA 34+85.20

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\80404-SD SHT-10.dwg
Created: 05.13.2019 09:39:53 AM Author: ---
Last Edit: 05.13.2019 09:39:53 AM By: Station166
MDS File: 80404-SD SHT-10.dwg
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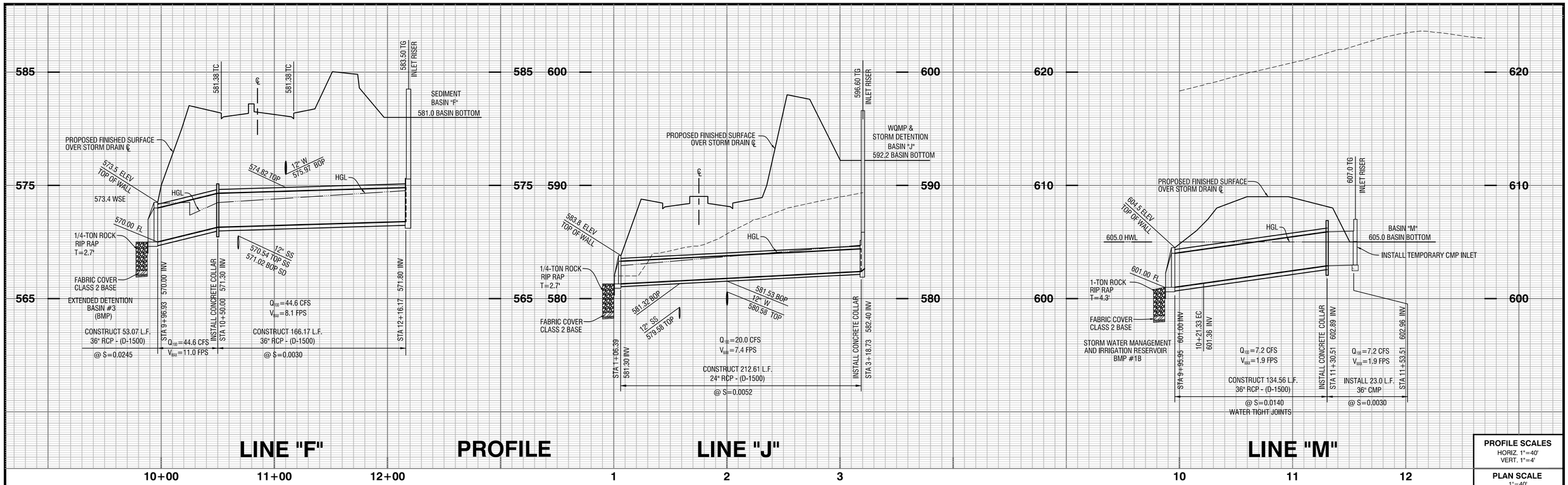
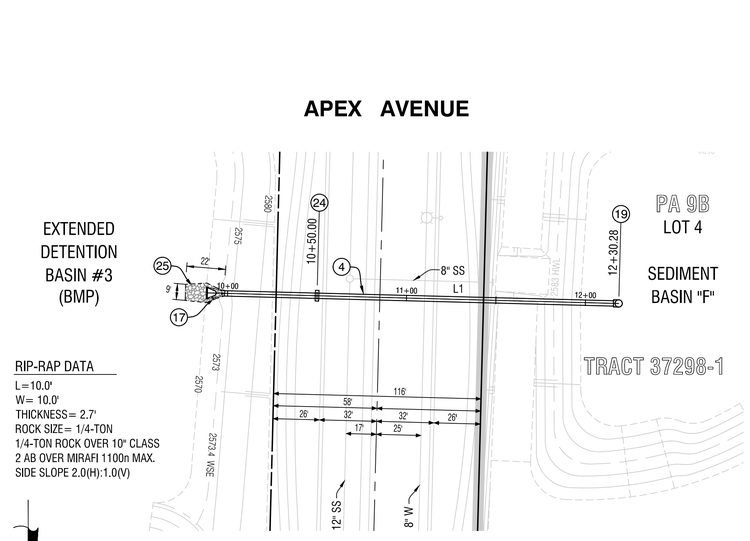
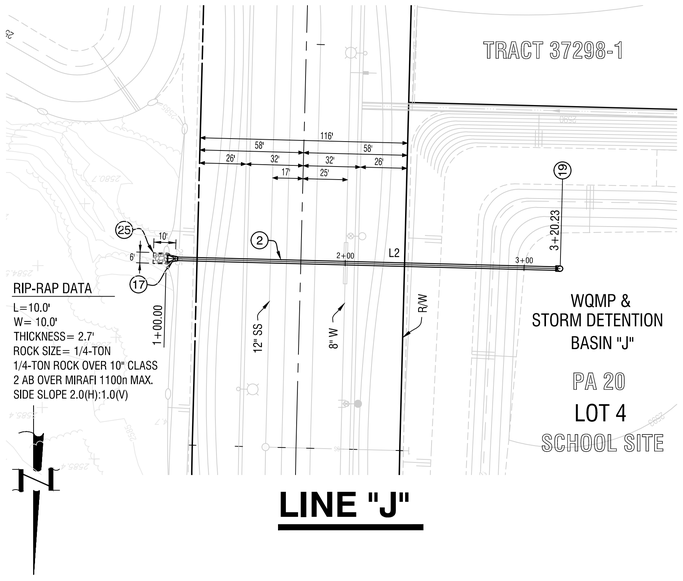
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN

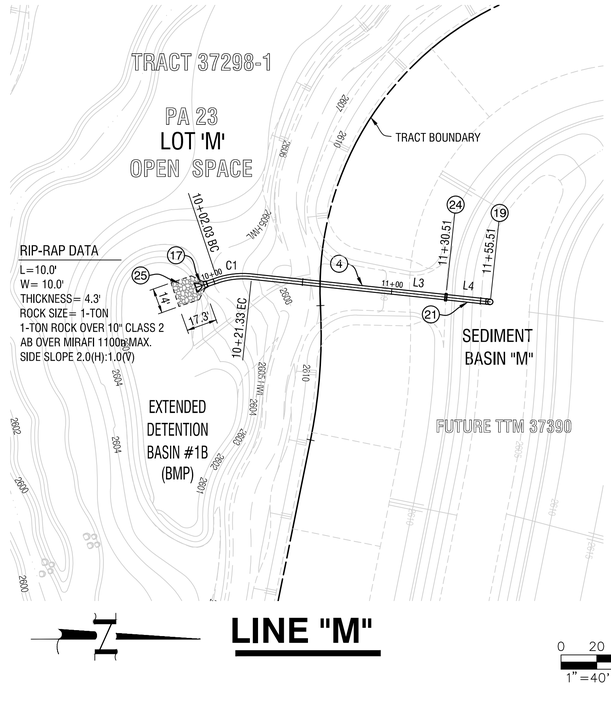


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'







CONSTRUCTION NOTES:

1. CONSTRUCT 18" RCP STORM DRAIN (CLASS IV)
2. CONSTRUCT 24" RCP STORM DRAIN (D-LOAD PER PROFILE)
4. CONSTRUCT 36" RCP STORM DRAIN (D-LOAD PER PROFILE)
17. INSTALL CONCRETE FLARED END SECTION PER CALTRAN STD. PLAN D94B
19. CONSTRUCT INLET RISER PER DETAIL ON SHEET NO. 7
21. INSTALL 36" CMP STORM DRAIN
24. CONSTRUCT CONCRETE COLLAR PER RCFC&WCD STD DWG. NO. M803
25. INSTALL ROCK RIP-RAP PER DETAIL ON SHEET NO. 2

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 88°31'11" W	221.68'
L2	N 88°31'11" W	220.23'
L3	N 6°03'15" E	109.18'
L4	N 6°03'15" E	23.00'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
STORM DRAIN LINE "F", LINE "J" AND LINE "M"

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain
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Last Edit: 05.13.2019 02:15:14 PM By: Station166
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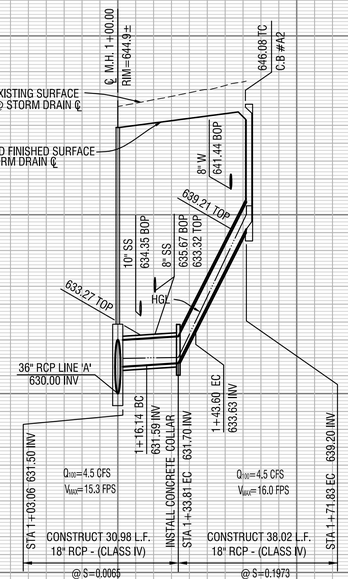
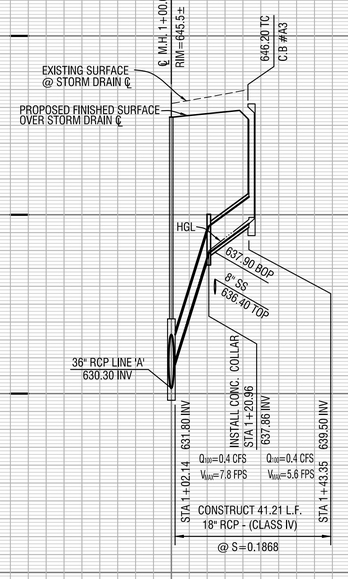
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN



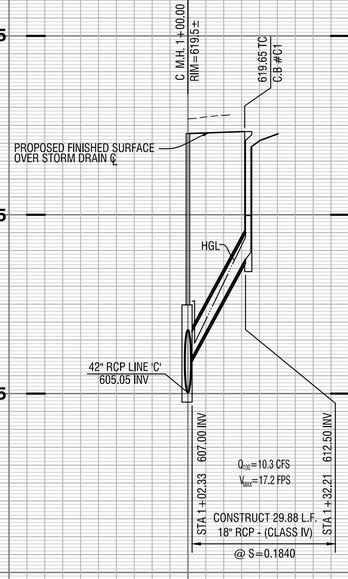
LAT. "A2"

SEE PLAN VIEW ON SHEET NO. 4



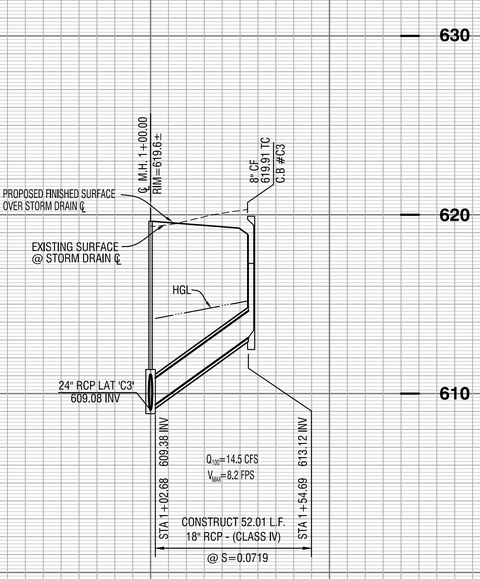
LAT. "A3"

SEE PLAN VIEW ON SHEET NO. 4



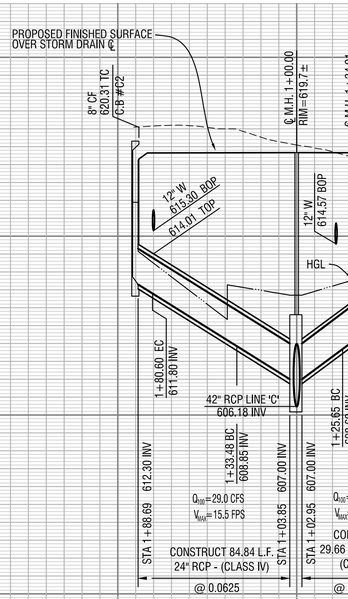
LAT. "C1"

SEE PLAN VIEW ON SHEET NO. 6



LAT. "C4"

SEE PLAN VIEW ON SHEET NO. 6

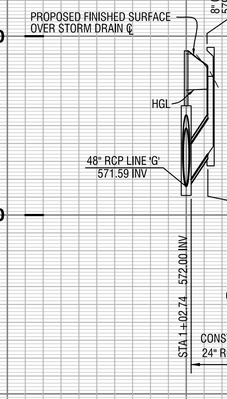


LAT. "C2"

SEE PLAN VIEW ON SHEET NO. 6

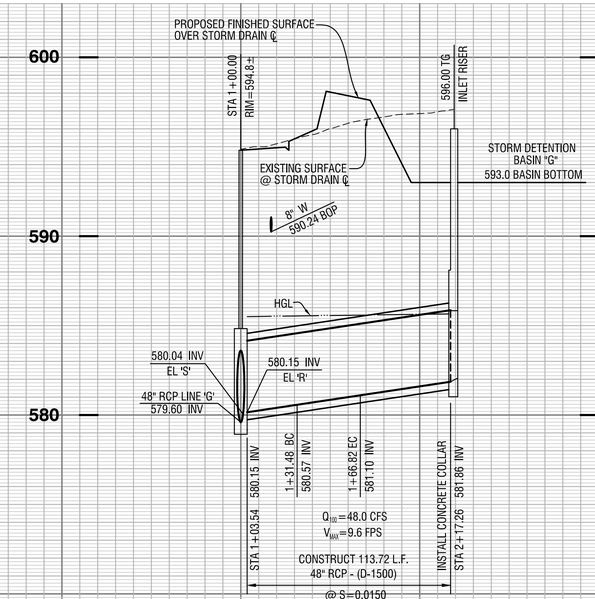
LAT. "C3"

SEE PLAN VIEW ON SHEET NO. 6



LAT. "G1"

SEE PLAN VIEW ON SHEET NO. 8



LAT. "G2"

SEE PLAN VIEW ON SHEET NO. 9

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
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Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER
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CITY OF BANNING

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SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
LATERALS

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain
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Last Edit: 05.10.2019 08:34:30 AM By: Station166
MDS File: 89404-SD SHT-12.dwg
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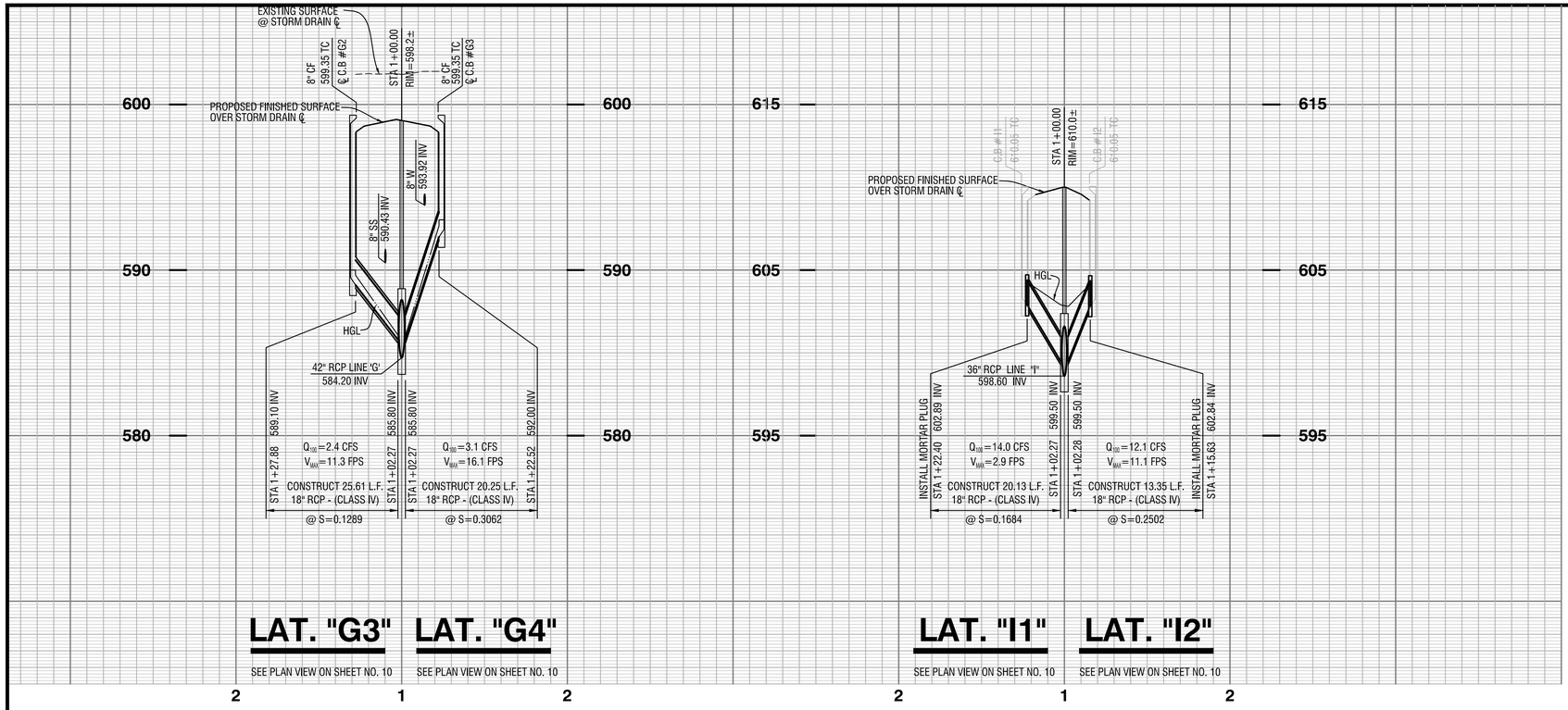
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN

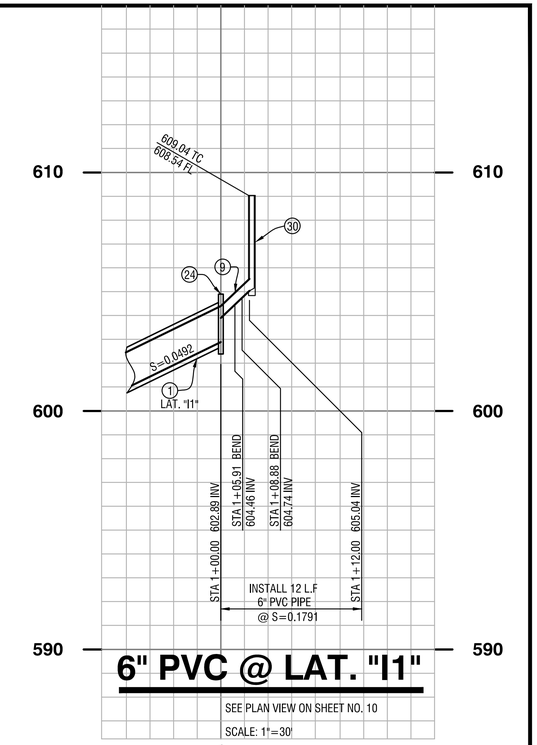


LAT. "G3" **LAT. "G4"**

SEE PLAN VIEW ON SHEET NO. 10 SEE PLAN VIEW ON SHEET NO. 10

LAT. "I1" **LAT. "I2"**

SEE PLAN VIEW ON SHEET NO. 10 SEE PLAN VIEW ON SHEET NO. 10



6" PVC @ LAT. "I1"

SEE PLAN VIEW ON SHEET NO. 10

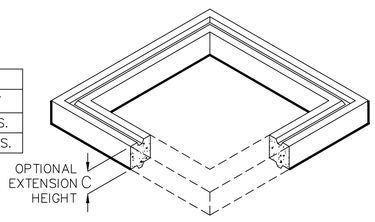
SCALE: 1"=30'

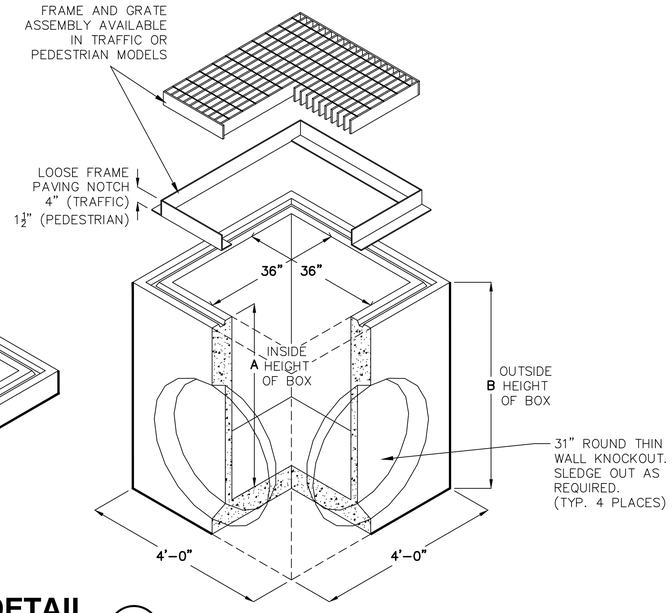
36"x36" DROP INLET

DROP INLET			
MODEL NO.	A	B	*WEIGHT
DI363636	36"	42"	3748 LBS.
DI363648	48"	54"	4752 LBS.

*BOX ONLY

EXTENSION		
MODEL NO.	C	WEIGHT
RS363606	6"	525 LBS.
RS363612	12"	1050 LBS.





BOX DESIGN LOAD:
H-20 TRAFFIC

FOR COMPLETE DESIGN, AND PRODUCT INFORMATION, CONTACT JENSEN PRECAST.

6/17/03
DI3636.dwg
© 1995 Jensen Precast

0 20 40 80 160
1"=40' GRAPHIC SCALE

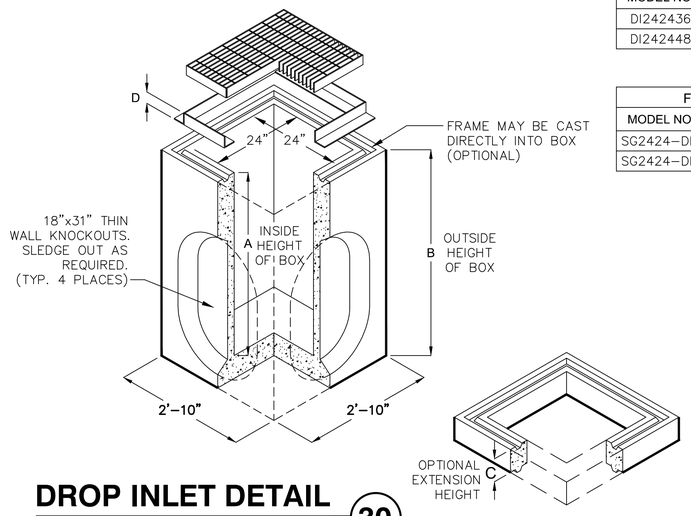
DROP INLET DETAIL 23

24"x24" DROP INLET

DROP INLET			
MODEL NO.	A	B	*WEIGHT
DI242436	36"	42"	1900 LBS.
DI242448	48"	54"	2500 LBS.

*BOX ONLY

FRAME AND GRATE			
MODEL NO.	RATING	D	WEIGHT
SG2424-DIP	PEDESTRIAN	1 1/2"	41 LBS.
SG2424-DIT	TRAFFIC	3"	120 LBS.



DROP INLET DETAIL 30

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-18
5-13-19 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

BANNING, CA STAGECOACH TOWN USA Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
KEVIN D. SIN, RCE #71299 EXP. 12/31/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

STORM DRAIN IMPROVEMENT PLAN
TRACT NO. 37298-1, 37298-2, 37298-3 & 37298
LATERALS AND DETAIL

W.O. No.
CIP No.
PROJECT No.
SHEET 13 OF 13

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 5-13-2019

MDS Proj. Data: I:\89404\ENGINEERING\Plans\Storm Drain
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Last Edit: 05.11.2019 11:21:31 AM By: Station166

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TRACT NO. 37298-1, 37298-2, 37298-3 & 37298 STORM DRAIN IMPROVEMENT PLAN

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TRACT NO. 37298-1

ON-SITE SEWER AND WATER IMPROVEMENT PLAN

SEWER GENERAL NOTES:

1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTOR'S EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE. ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

WATER GENERAL NOTES:

1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 3/4" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND DEEDED TO THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36"COVER FOR PIPES 12" Ø AND BELOW AND 42" COVER FOR PIPES 12" Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. FIRE HYDRANTS SHALL BE JAMES-JONES J-4040 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE BRONZE, IT WILL BE A 6-HOLE FLANGE. POSITIVE BREAK OFF RISER AND CHECK VALVE ASSEMBLY, PER STD. DWG. NO. W-18
11. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
12. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
13. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
14. MAIN SIZE MINIMUM SHALL BE 8".
15. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STD. DWG. NO. W-18
16. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.
17. SEE CORROSION ENGINEER'S PLAN FOR WATER MAIN CATHODIC PROTECTION WHEN REQUIRED.

NOTE FOR SEWER AND WATER TRENCH BACKFILL:

USE CITY STANDARD NO. S-15, S-16, S-17 FOR SEWER TRENCH BACKFILL
USE CITY STANDARD NO. W-30 AND W-31 FOR WATER TRENCH BACKFILL

BENCHMARK

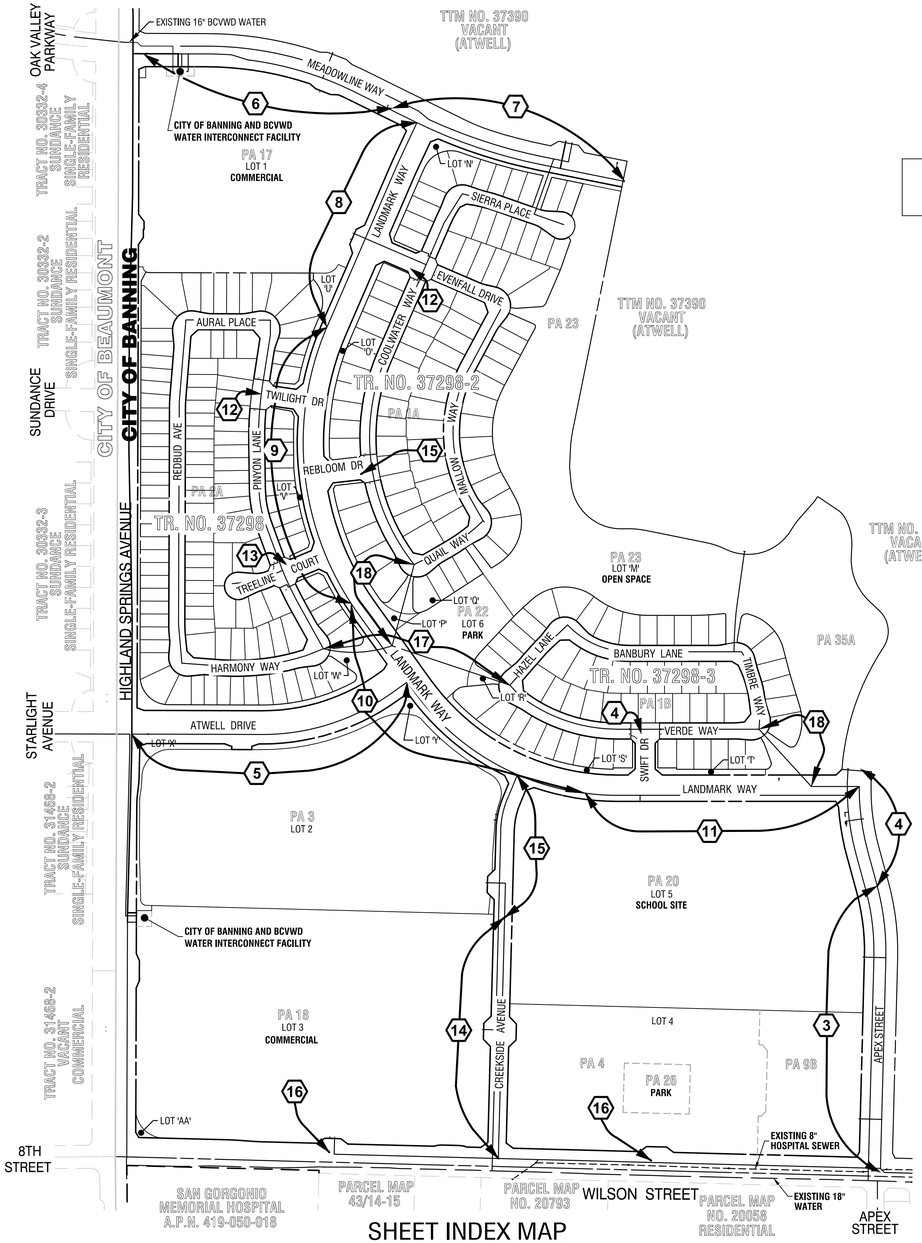
ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.
ELEVATION=2534.10

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

ASSESSORS PARCEL NUMBERS

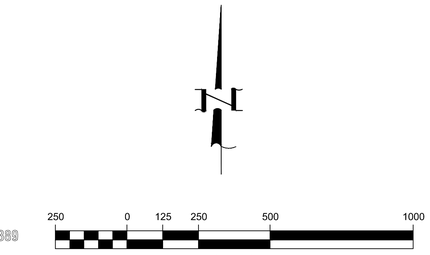
408-120-001 THROUGH -005, -007 THROUGH -009
PORTIONS OF 408-120-006, -010, -012, -019, -020

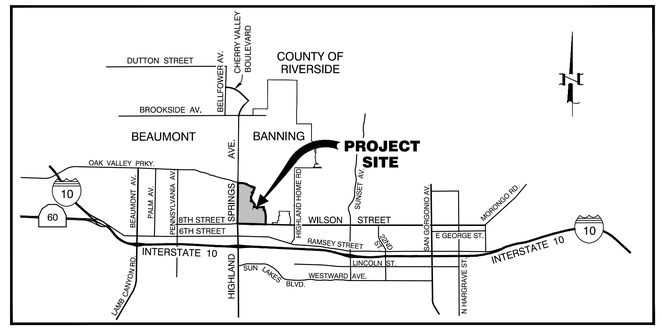


SHEET INDEX MAP

SCALE: 1"=250'

WATER ZONE:
FOOTHILL WEST ZONE 2822





VICINITY MAP

NOT TO SCALE

ABBREVIATIONS

HP	HIGH POINT	CL	CENTERLINE
LP	LOW POINT	F.F.	FINISHED FLOOR
PI	POINT OF INTERSECTION	BCR	BEGIN CURB RETURN
SD	STORM DRAIN	ECR	END CURB RETURN
SS	SANITARY SEWER	FG	FINISHED GRADE
DW	POTABLE WATER	TG	TOP OF GRATE
RCW	NON-POTABLE WATER	INV	INVERT
G	GAS	LF	LINEAR FEET
NO.	NUMBER	EA	EACH
Δ	DELTA	SF	SQUARE FEET
R	RADIUS	CY	CUBIC YARDS
L	LENGTH	AC	ASPHALT CONCRETE
MIN	MINIMUM	AB	AGGREGATE BASE
MAX	MAXIMUM	CONC	CONCRETE
ST	STREET	RCP	REINFORCED CONCRETE PIPE
PA	PLANNING AREA	CMP	CORRUGATED METAL PIPE
AVG.	AVERAGE	NG	NATUIRAL GROUND
R/W	RIGHT OF WAY	CF	CURB FACE
RW	RETAINING WALL	TYP	TYPICAL
TC	TOP OF CURB	PVC	POLYVINYL CHLORIDE PIPE
GB	GRADE BREAK	VCP	VITREOUS CONCRETE PIPE
FL	FLOWLINE	FS	FINISH SURFACE
BVC	BEGIN VERTICAL CURVE		
MVC	MIDDLE VERTICAL CURVE		
EVC	END VERTICAL CURVE		
VC	VERTICAL CURVE		
EX.	EXISTING		

SEWER LEGEND

- EX. 8" SS — EXISTING SEWER MAIN LINE OR PROPOSED BY OTHERS
- SEWER MAIN LINE
- SEWER MANHOLE
- SEWER LINE WITH LATERALS

WATER LEGEND

- EX. 8" DW — EXISTING WATERLINE OR PROPOSED BY OTHERS
- WATERLINE
- GATE VALVE
- FIRE HYDRANT
- AIR & VACUUM VALVE ASSEMBLY
- BLOW-OFF
- SERVICE CONNECTION WITH METER (DOMESTIC)
- SERVICE CONNECTION WITH METER (LANDSCAPE)

LEGAL DESCRIPTION

LOTS 1-7, 10; AND PORTIONS OF LOTS 8, 9, 10, 18, & 19; OF TRACT MAP NO. 34330, FILED IN BOOK 429 OF MAPS, PAGES 84 THROUGH 103, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

ENGINEER'S NOTICE TO CONTRACTORS

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY OR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TWO (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT SHALL BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

NOTIFICATIONS

AT LEAST 48 HOURS PRIOR TO COMMENCING CONSTRUCTION, CONTRACTOR SHALL NOTIFY:

WATER AND SEWER	CITY OF BANNING	(951) 922-3260
ELECTRIC	CITY OF BANNING	(951) 922-3260
CABLE	SPECTRUM	(866) 417-1039
TELEPHONE	FRONTIER COMMUNICATIONS	(909) 748- 6649
GAS	SOUTHERN CALIFORNIA GAS COMPANY	(909) 335-7926

OWNER/APPLICANT/DEVELOPER

PARDEE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

SHEET INDEX

SHEET	1	TITLE SHEET AND SHEET INDEX MAP
SHEETS	2	CONSTRUCTION NOTES AND DETAILS
SHEET	3-19	SEWER AND WATER PLAN AND PROFILE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:

MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:

EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 — DATE
SENIOR CIVIL ENGINEER

APPROVED BY:

ARTURO VELA, RCE #75696 EXP. 6/30/20 — DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
TITLE SHEET AND SHEET INDEX MAP

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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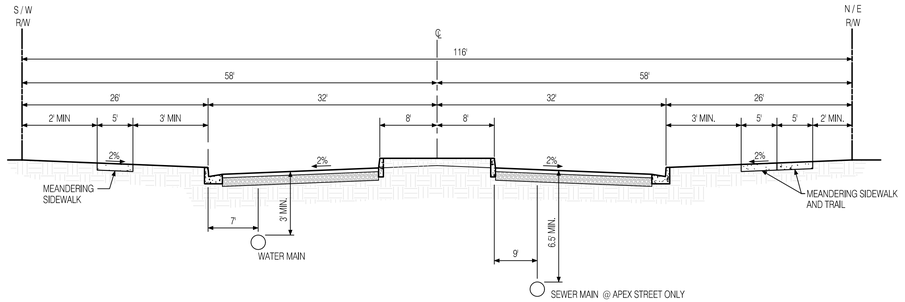
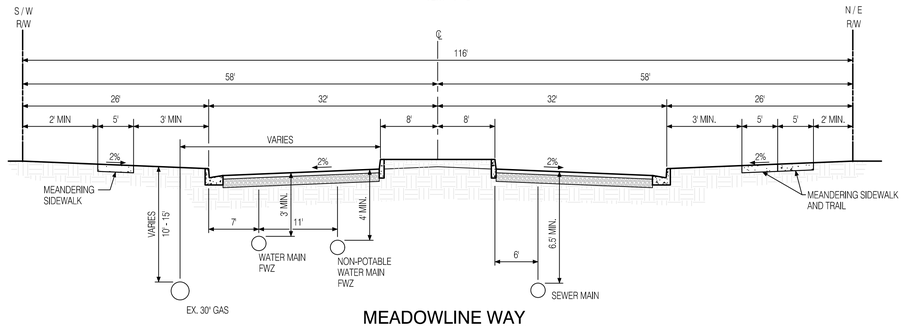
TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN



ATWELL DRIVE, APEX STREET

(APEX STREET : FROM WILSON STREET TO LANDMARK WAY)

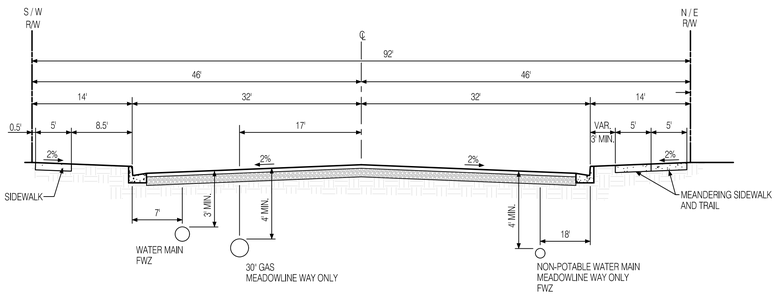
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



MEADOWLINE WAY

(MEADOWLINE WAY : HIGHLAND SPRINGS AVENUE TO LANDMARK WAY)

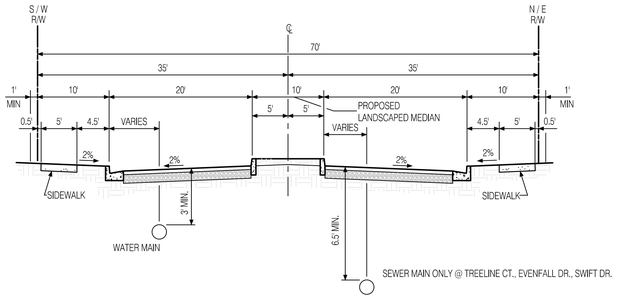
SCALE: HORIZ - 1"=10'
VERT - 1"=5'



LANDMARK WAY AND MEADOWLINE WAY (PUBLIC)

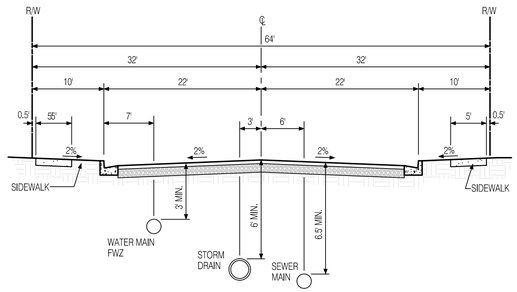
(MEADOWLINE WAY : FROM LANDMARK WAY TO EAST TRACT BOUNDARY)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



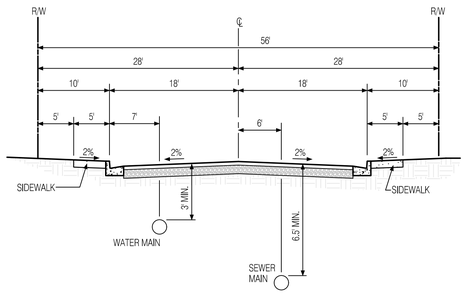
TWILIGHT DR, TREELINE CT, EVENFALL DR, REBLOOM DR, AND SWIFT DR (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



CREEKSIDE AVE (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'



ECHO PL, COOLWATER WAY AND VERDE WAY STREET (PUBLIC)

SCALE: HORIZ - 1"=10'
VERT - 1"=5'

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES:

	SEWER IMPROVEMENT PLAN	UNIT	QUANTITY
1	INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	3,468
1A	INSTALL 12" CLEAN-OUT PER CITY STD. DWG. NO. S-12	EA	1
2	INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	1,077
3	INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	1,420
4	REMOVE CAP AND JOIN SEWER	EA	1
5	INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3	EA	26
6	INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE	EA	1
7	INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22	LF	5
8	ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5	LF	26
9	INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	104
10	INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD. DWG. NO. S-15	LF	474
11	INSTALL SEWER MAIN CAP	EA	21

	WATER IMPROVEMENT PLAN	UNIT	QUANTITY
12	INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	2,208
13	INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20	EA	37
14	INSTALL 8" D.I.P. TEE	EA	3
15	INSTALL 8"-45° D.I.P. ELBOW	EA	2
16	INSTALL 8"-22.5° D.I.P. ELBOW	EA	2
18	INSTALL 8" BLIND FLANGE	EA	23
19	INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31	LF	9,430
20	INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA	42
21	INSTALL 12" D.I.P. TEE	EA	7
22	INSTALL 12"x8"x12" D.I.P. TEE	EA	10
23	INSTALL 12"-45° D.I.P. ELBOW	EA	4
24	INSTALL 12" BLIND FLANGE	EA	9
26	INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18	EA	36
27	INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15	EA	5
28	INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19	EA	11
29	ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20	EA	133
30	REMOVE PORTION OF EXISTING WATER MAIN AND JOIN PIPE	EA	3
31	INSTALL 8" D.I.P. CROSS	EA	2
32	REMOVE EXISTING FIRE HYDRANT	EA	1
33	INSTALL 3" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11	EA	2
34	INSTALL 12"-90° D.I.P. ELBOW	EA	1
35	INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY DWG. NO. W-4	EA	5
36	INSTALL 24" STEEL CASING PIPE PER CITY STD. DWG. NO. W-26	LF	22
37	INSTALL CONCRETE BLANKET PER APWA STD. DWG. NO. 225-2	LF	141
38	INSTALL 1.5" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4	EA	1
39	INSTALL 8" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11 FOR INTERIM INTERCONNECT BETWEEN POTABLE AND NON-POTABLE WATER SYSTEMS	EA	2
40	INSTALL 12" x 8" D.I.P. CROSS	EA	3
41	INSTALL 18"x8"x18" D.I.P. TEE	EA	2
42	INSTALL 2" POTABLE COPPER SERVICE AND METER BOX INSTALLATION PER CITY STD. DWG. NO. W-7 (FUTURE 1.5" METER BY OTHERS)	EA	1
43	INSTALL 3" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-8	EA	2
44	REMOVE BLIND FLANGE AND JOIN WATER MAIN	EA	3
45	INSTALL 12" - 11.25° D.I.P. ELBOW	EA	6
46	INSTALL 1.5" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11	EA	1
47	INSTALL 18"x12"x18" D.I.P. TEE	EA	1
48	INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20	EA	6
49	REMOVE AND REPLACE EXISTING AC PAVEMENT OVER BASE IN KIND PER CITY STD. DWG. NO. W-30	SF	599
50	REMOVE & RELOCATE EXISTING 1" AIR & VACUUM VALVE ASSEMBLY MAINTAIN EXISTING CONNECTION TO WATER MAIN	EA	1
52	INSTALL 8"-90° D.I.P. ELBOW	EA	2

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
7-1-19 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

BANNING, CA STAGECOACH TOWN USA Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 — DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 — DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
STREET SECTIONS, DETAILS, CONSTRUCTION NOTES & QUANTITY

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite Created: 07.01.2019 06:31:15 PM Author:---- Last Edit: 07.02.2019 10:10:53 AM By: Station178
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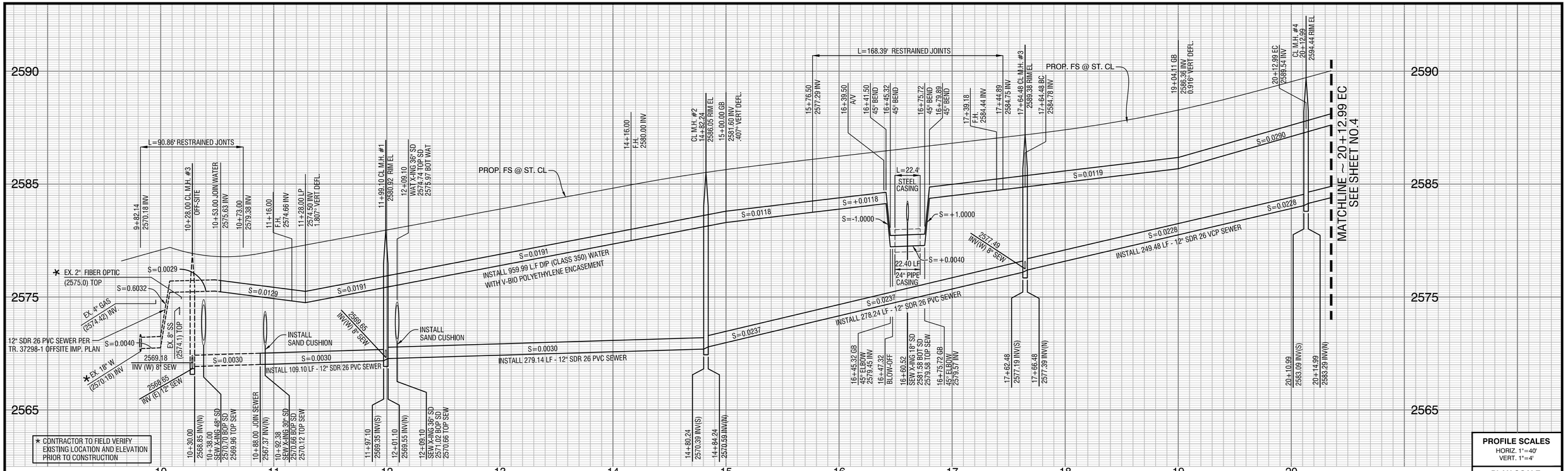

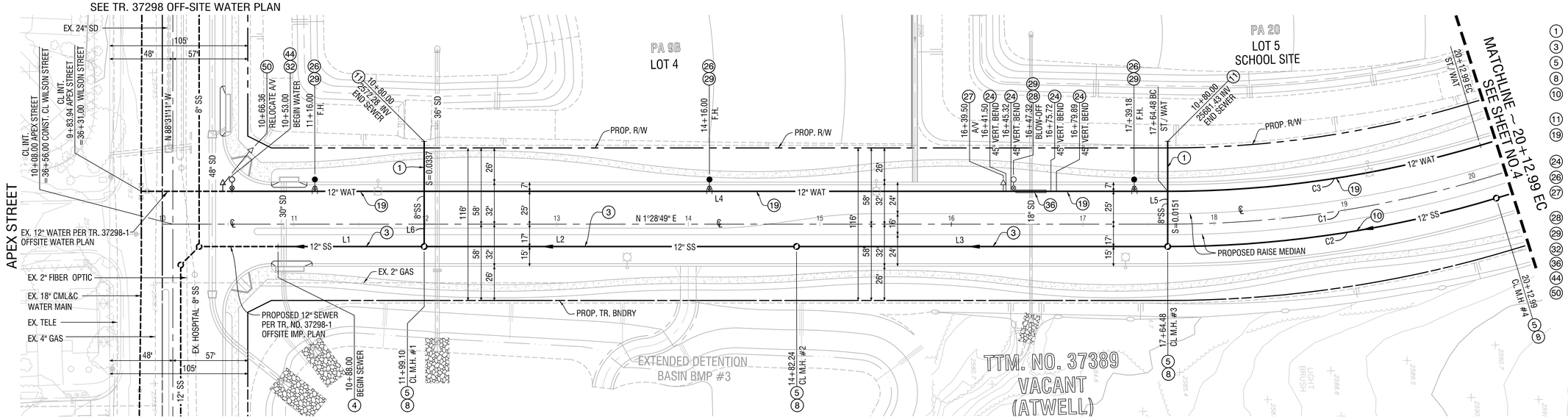

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD DWG. NO. S-15
3. INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD DWG. NO. S-5
10. INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD DWG. NO. S-15
11. INSTALL SEWER SEWER MAIN CAP
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
24. INSTALL 12"-45° D.I.P. ELBOW
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
27. INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD DWG. NO. W-20
32. REMOVE EXISTING FIRE HYDRANT
36. INSTALL 24" STEEL CASING PIPE PER CITY STD. W-26
44. REMOVE BLIND FLANGE AND JOIN WATER MAIN
50. REMOVE & RELOCATE EXISTING 1" AIR & VACUUM VALVE ASSEMBLY. MAINTAIN EXISTING CONNECTION TO WATER MAIN.

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	16°45'05"	850.00'	248.51'	125.15'
C2	16°45'05"	867.00'	253.48'	127.65'
C3	16°45'05"	825.00'	241.20'	121.47'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	111.10'
L2	N 01°28'49" E	283.14'
L3	N 01°28'49" E	282.24'
L4	N 01°28'49" E	711.48'
L5	N 88°31'11" W	80.00'
L6	N 88°31'11" W	80.00'

APEX STREET

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
7-1-19 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
APEX STREET
STA. 10+53.00 TO 20+12.99

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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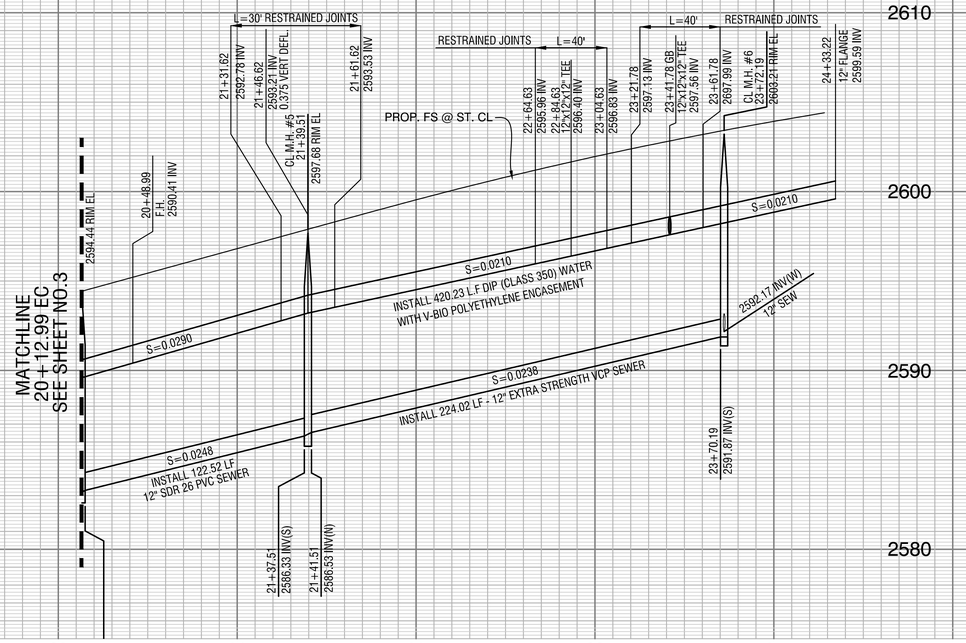
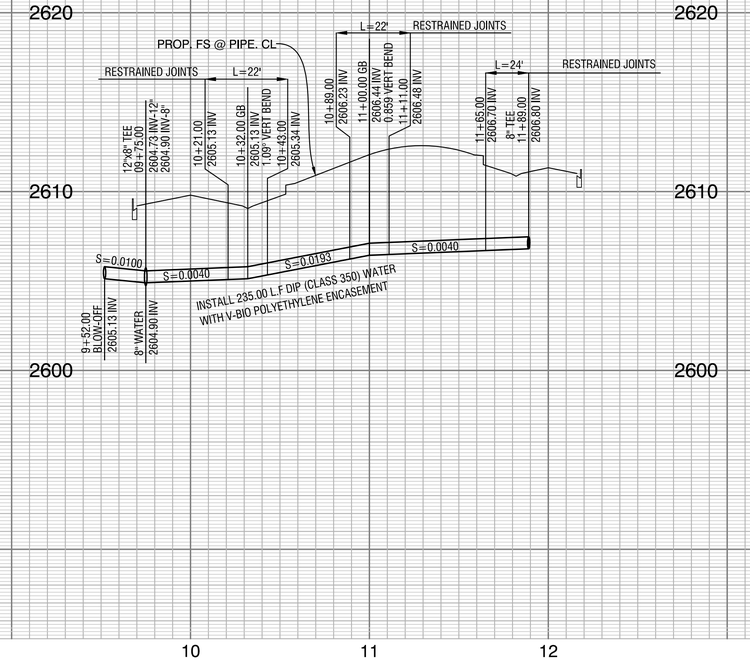
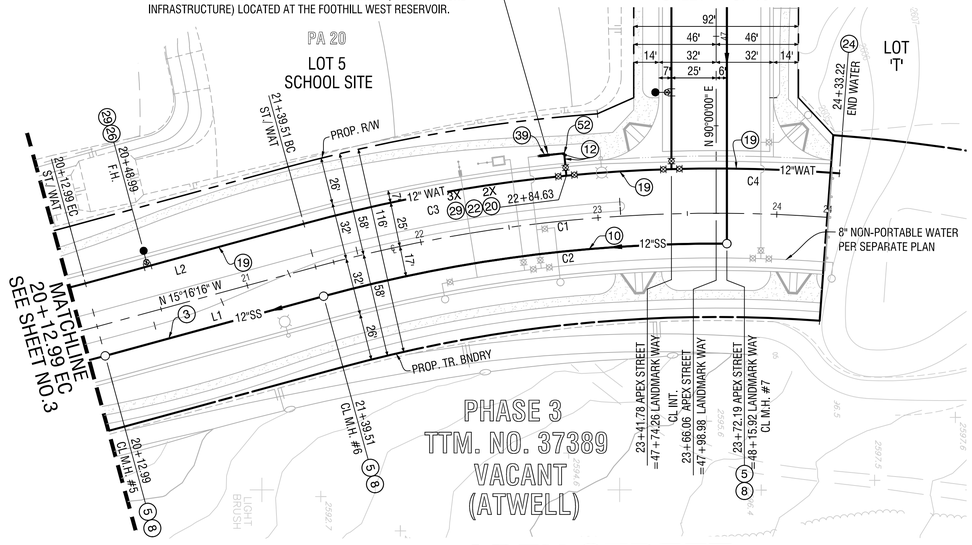




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

PROPOSED INTERIM INTERCONNECT FOR NON-POTABLE WATER TO POTABLE WATER SYSTEMS. TO BE DISCONNECTED WITH COMPLETION OF CONSTRUCTION OF PERMANENT INTERCONNECT (AND BACK BONE INFRASTRUCTURE) LOCATED AT THE FOOTHILL WEST RESERVOIR.



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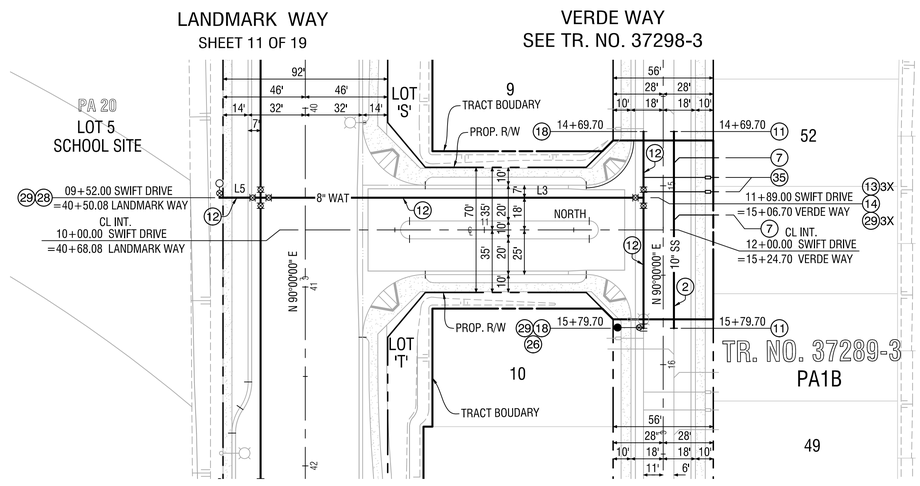

SWIFT DRIVE

CONSTRUCTION NOTES:

(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(3) INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(5) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
(7) INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22
(8) ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
(10) INSTALL 12" EXTRA STRENGTH VCP SEWER MAIN PER CITY STD DWG. NO. S-15
(11) INSTALL SEWER MAIN CAP
(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(14) INSTALL 8" D.I.P. TEE
(18) INSTALL 8" BLIND FLANGE.
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(24) INSTALL 12" BLIND FLANGE.
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(35) INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY STD. W-4
(39) INSTALL 8" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11 FOR INTERIM INTERCONNECT BETWEEN POTABLE AND NON-POTABLE WATER SYSTEMS.
(52) INSTALL 8"-90° DIP ELBOW.

CURVE TABLE

CURVE	DELTA	R	L	T
C1	19°27'40"	850.00'	288.71'	145.76'
C2	15°41'02"	833.00'	228.02'	114.73'
C3	13°38'02"	875.00'	208.21'	104.60'
C4	6°09'17"	875.00'	93.99'	47.04'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 15°16'16" W	126.52'
L2	N 15°16'16" W	126.52'
L3	NORTH	214.00'
L4	NORTH	200.00'
L5	NORTH	23.00'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
1	SITE PLAN REVISIONS: REV. PROFILE FOR SEWER		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
APEX STREET STA. 20+12.99 TO 24+33.22
SWIFT DRIVE STA. 9+52.00 TO 11+89.00

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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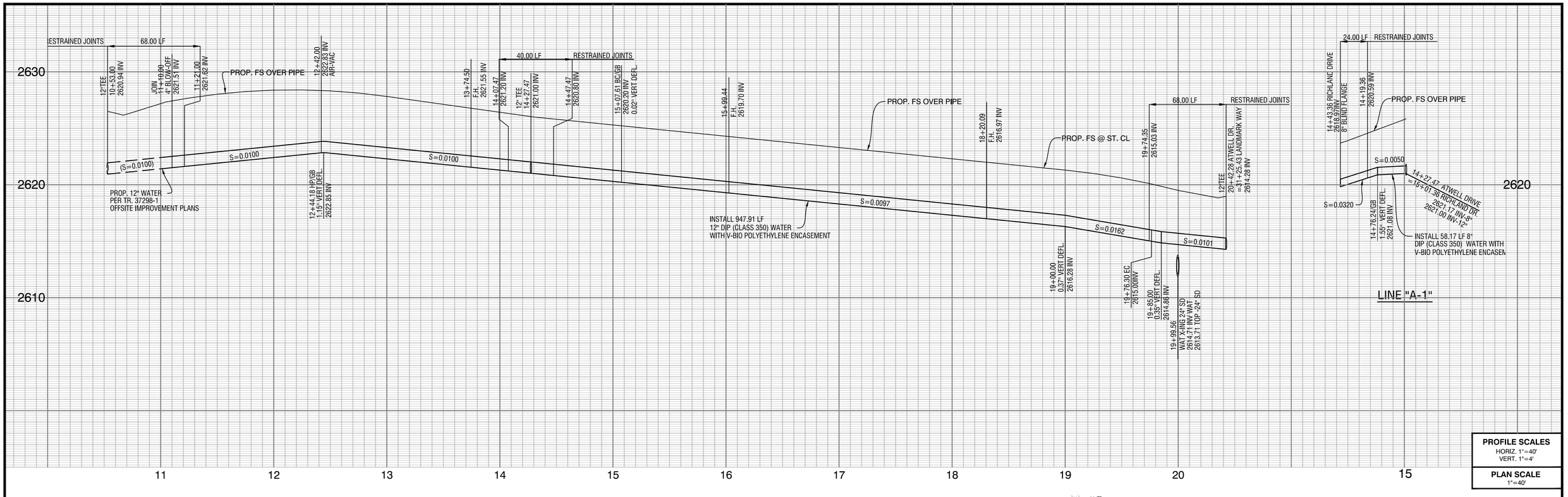
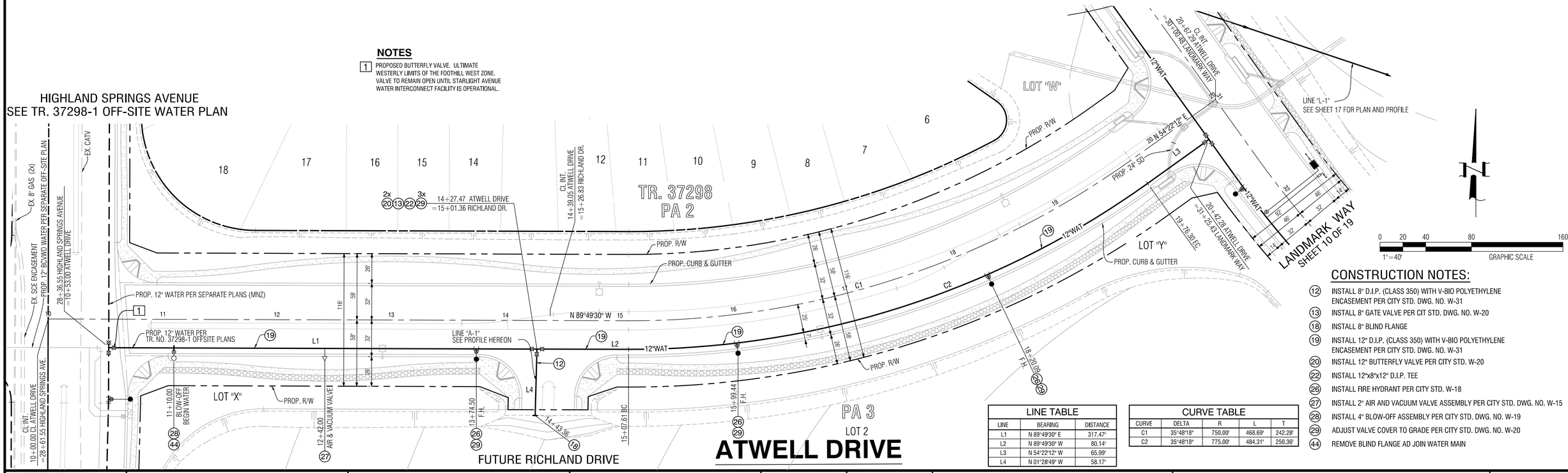


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

NOTES

1 PROPOSED BUTTERFLY VALVE. ULTIMATE WESTERLY LIMITS OF THE FOOTHILL WEST ZONE. VALVE TO REMAIN OPEN UNTIL STARLIGHT AVENUE WATER INTERCONNECT FACILITY IS OPERATIONAL.



CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CIT STD. DWG. NO. W-20
(18) INSTALL 8" BLIND FLANGE
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
(22) INSTALL 12"x8"x12" D.I.P. TEE
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(27) INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(44) REMOVE BLIND FLANGE AD JOIN WATER MAIN

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°49'30" E	317.47'
L2	N 89°49'30" W	80.14'
L3	N 54°22'12" W	65.99'
L4	N 01°28'49" W	58.17'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	35°48'18"	750.00'	468.69'	242.28'
C2	35°48'18"	775.00'	484.31'	250.36'

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
ATWELL DRIVE
STA. 11+10.00 TO 20+42.28

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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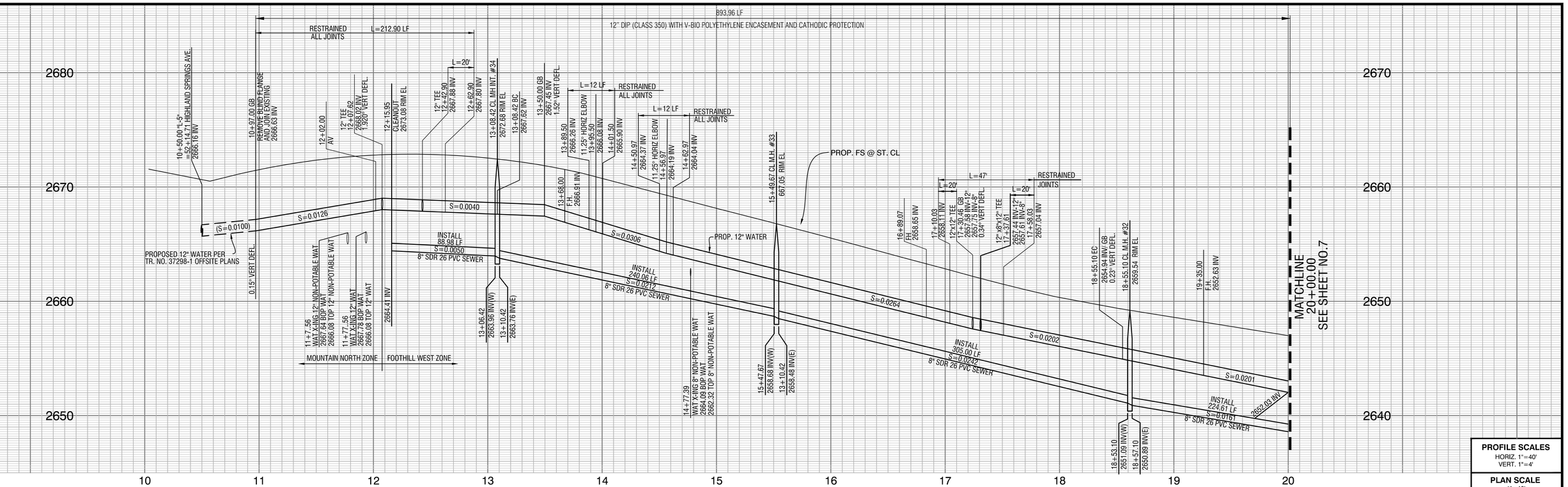
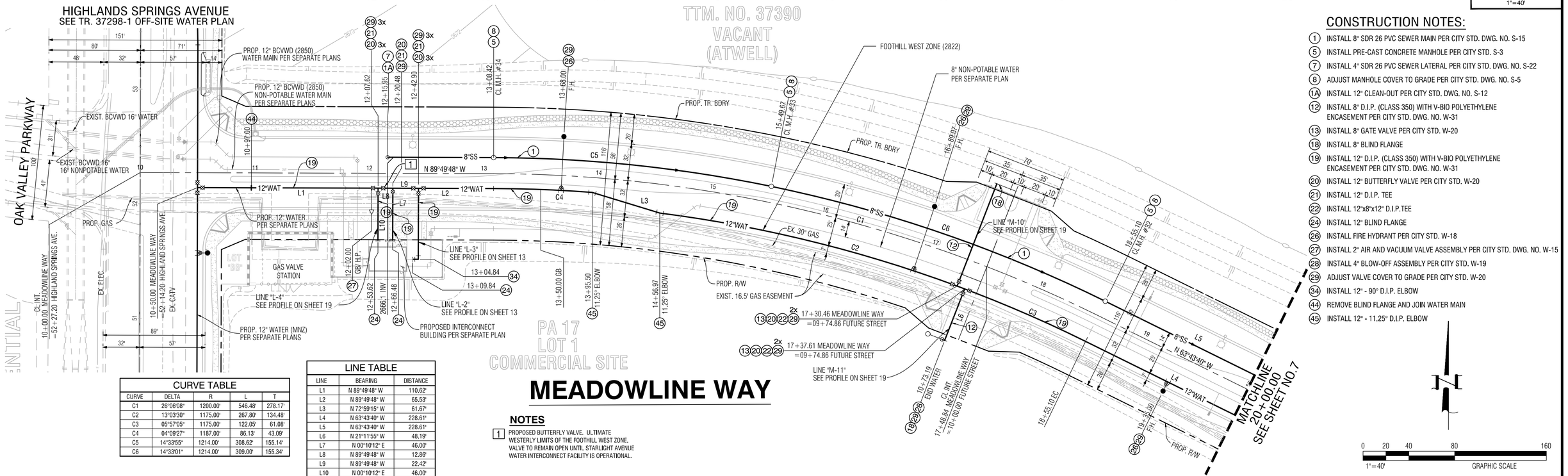


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

HIGHLANDS SPRINGS AVENUE
SEE TR. 37298-1 OFF-SITE WATER PLAN



CURVE TABLE				
CURVE	DELTA	R	L	T
C1	26°06'08"	1200.00'	546.48'	278.17'
C2	13°03'30"	1175.00'	267.80'	134.48'
C3	05°57'05"	1175.00'	122.05'	61.08'
C4	04°09'27"	1187.00'	86.13'	43.09'
C5	14°33'55"	1214.00'	308.62'	155.14'
C6	14°33'01"	1214.00'	309.00'	155.34'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°49'48" W	110.62'
L2	N 89°49'48" W	65.53'
L3	N 72°59'15" W	61.67'
L4	N 63°43'40" W	228.61'
L5	N 63°43'40" W	228.61'
L6	N 21°11'55" W	48.19'
L7	N 00°10'12" E	46.00'
L8	N 89°49'48" W	12.86'
L9	N 89°49'48" W	22.42'
L10	N 00°10'12" E	46.00'

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
7. INSTALL 4" SDR 26 PVC SEWER LATERAL PER CITY STD. DWG. NO. S-22
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
1A. INSTALL 12" CLEAN-OUT PER CITY STD. DWG. NO. S-12
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 8" GATE VALVE PER CITY STD. W-20
18. INSTALL 8" BLIND FLANGE
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
20. INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
21. INSTALL 12" D.I.P. TEE
22. INSTALL 12"x8"x12" D.I.P.TEE
24. INSTALL 12" BLIND FLANGE
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
27. INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
34. INSTALL 12" - 90° D.I.P. ELBOW
44. REMOVE BLIND FLANGE AND JOIN WATER MAIN
45. INSTALL 12" - 11.25° D.I.P. ELBOW

MEADOWLINE WAY

NOTES

1. PROPOSED BUTTERFLY VALVE. ULTIMATE WESTERLY LIMITS OF THE FOOTHILL WEST ZONE. VALVE TO REMAIN OPEN UNTIL STARLIGHT AVENUE WATER INTERCONNECT FACILITY IS OPERATIONAL.

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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RCE# 052496 EXP. 12-31-20
7-1-19
DATE

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PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
MEADOWLINE WAY
STA. 10+97.00 TO 20+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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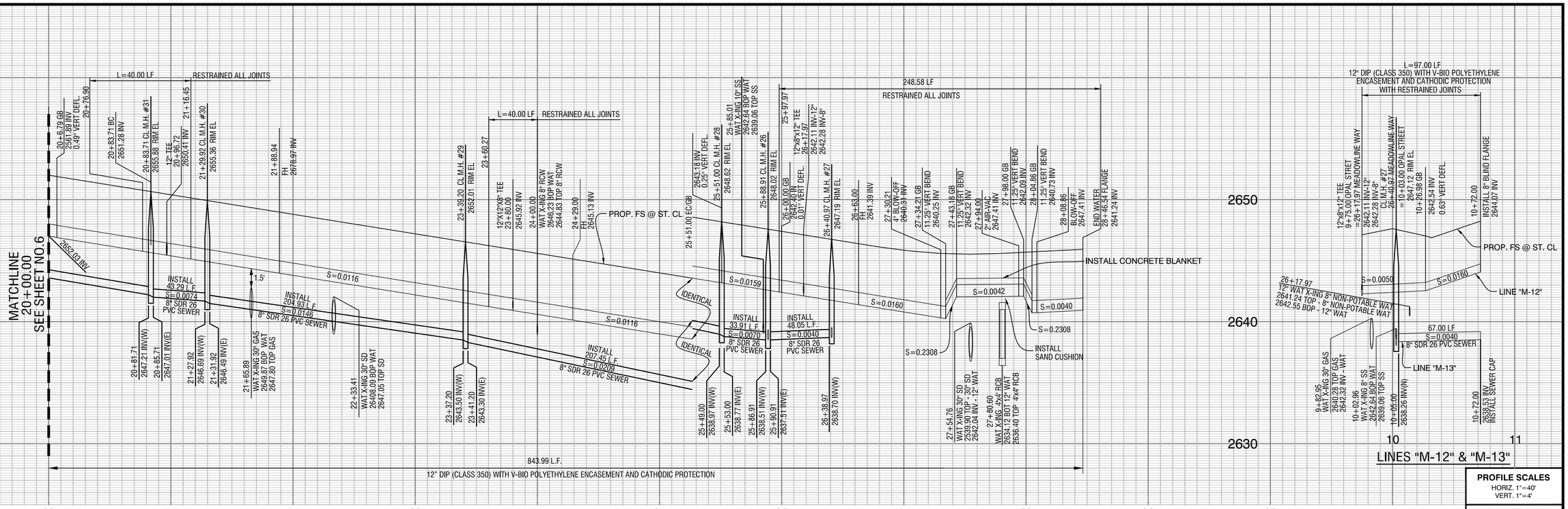

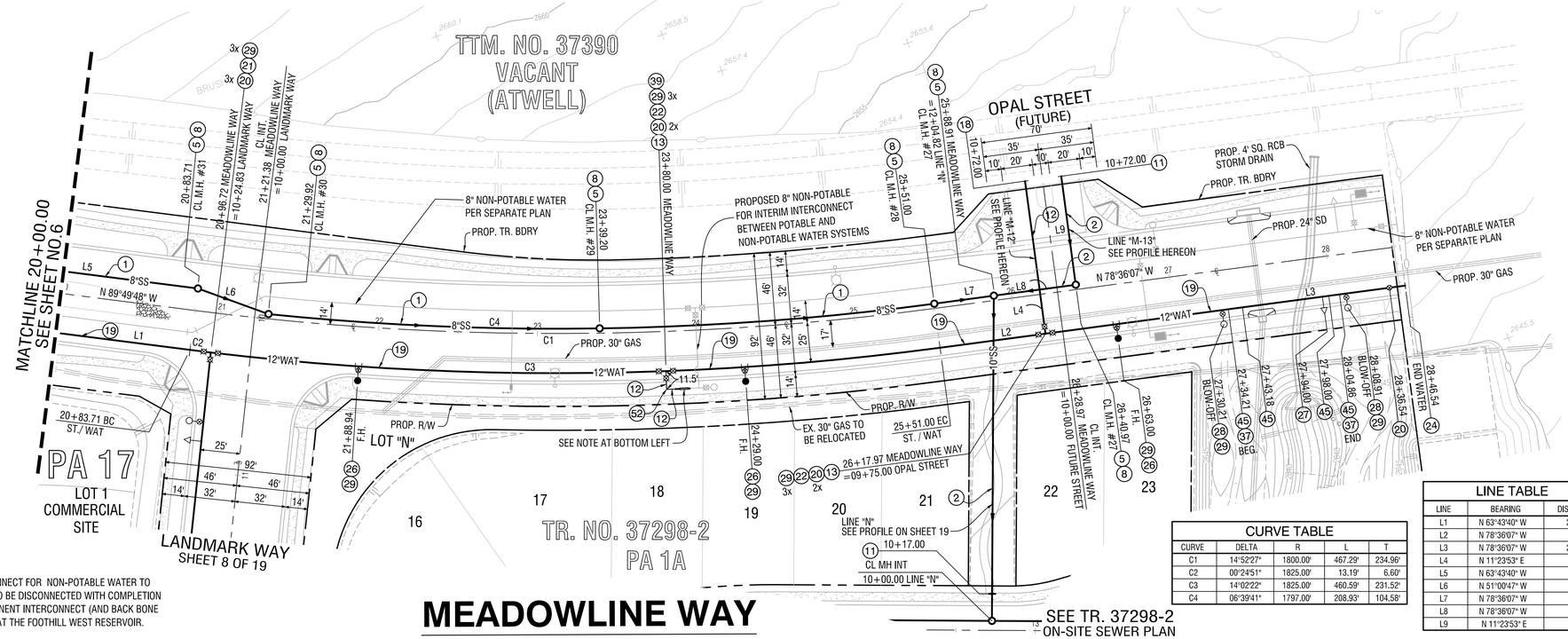

PROPOSED INTERIM INTERCONNECT FOR NON-POTABLE WATER TO POTABLE WATER SYSTEMS. TO BE DISCONNECTED WITH COMPLETION OF CONSTRUCTION OF PERMANENT INTERCONNECT (AND BACK BONE INFRASTRUCTURE) LOCATED AT THE FOOTHILL WEST RESERVOIR.

MEADOWLINE WAY

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
2. INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
15. INSTALL 8"-45° D.I.P. ELBOW
18. INSTALL 8" BLIND FLANGE
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
20. INSTALL 12" BUTTERFLY VALVE CITY STD. DWG. NO. W-20
21. INSTALL 12" D.I.P. TEE
22. INSTALL 12"x8"x12" D.I.P. TEE
24. INSTALL 12" BLIND FLANGE
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
27. INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
37. INSTALL CONCRETE BLANKET PER APWA STD. DWG. NO. 225-2
39. INSTALL REDUCED DOUBLE CHECK BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11 FOR INTERIM INTERCONNECT BETWEEN POTABLE AND NON-POTABLE WATER SYSTEMS
45. INSTALL 12"-11.25° D.I.P. ELBOW
52. INSTALL 8"-90° D.I.P. ELBOW

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	14°52'27"	1800.00'	467.29'	234.96'
C2	00°24'51"	1825.00'	13.19'	6.60'
C3	14°02'22"	1825.00'	460.59'	231.52'
C4	06°39'41"	1797.00'	208.93'	104.58'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 63°43'40" W	228.61'
L2	N 78°36'07" W	66.97'
L3	N 78°36'07" W	228.58'
L4	N 11°23'53" E	97.00'
L5	N 63°43'40" W	83.71'
L6	N 51°00'47" W	47.29'
L7	N 78°36'07" W	37.91'
L8	N 78°36'07" W	52.06'
L9	N 11°23'53" E	69.00'

0 20 40 80 160
1"=40' GRAPHIC SCALE

PROPOSED 8" NON-POTABLE WATER MAIN PER CITY STD. DWG. NO. W-11 FOR INTERIM INTERCONNECT BETWEEN POTABLE AND NON-POTABLE WATER SYSTEMS

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Progress Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
MEADOWLINE WAY
STA. 20+00.00 TO 28+46.54

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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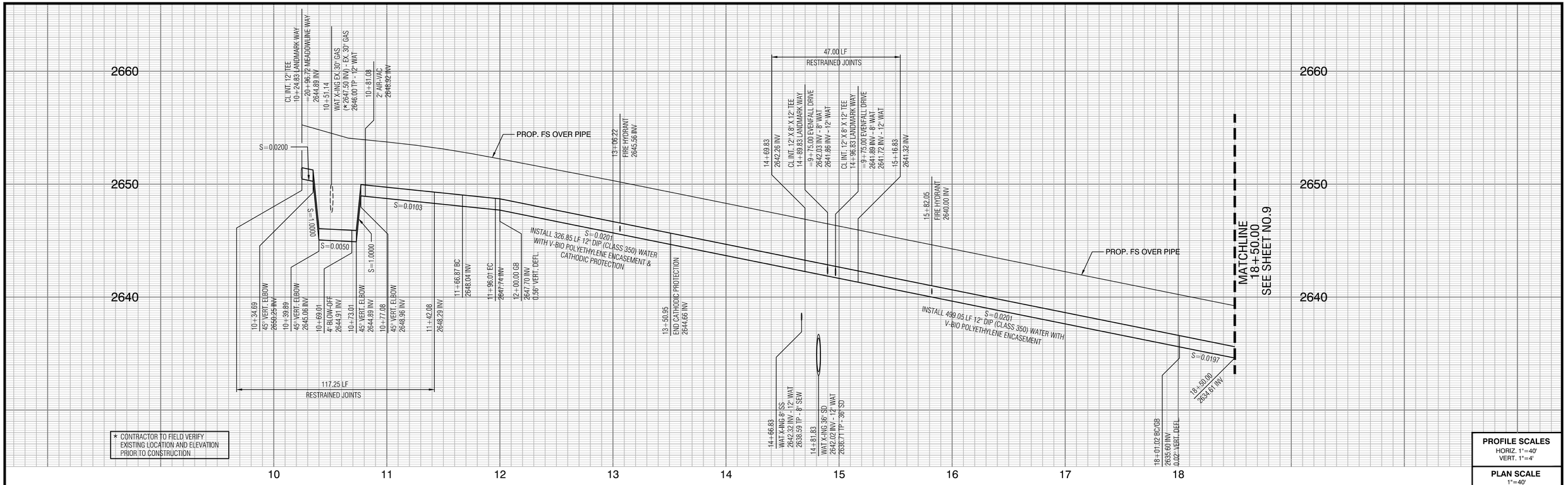

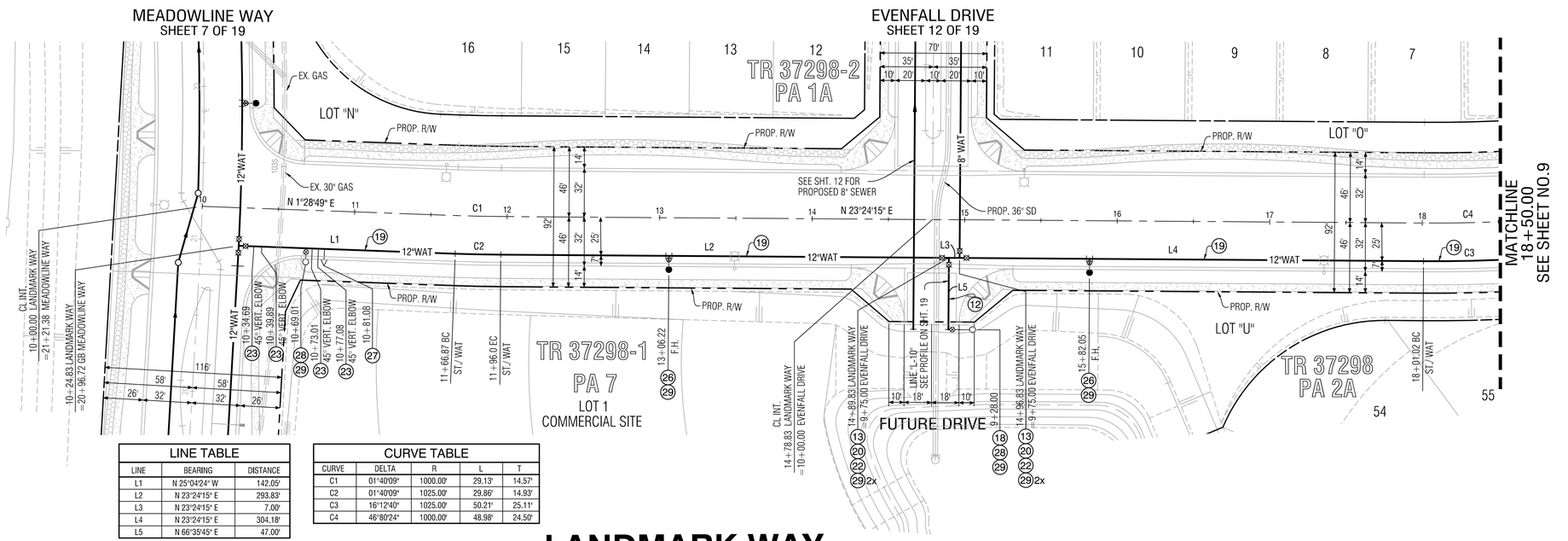

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 25°04'24" W	142.05'
L2	N 23°24'15" E	293.83'
L3	N 23°24'15" E	7.00'
L4	N 23°24'15" E	304.18'
L5	N 66°35'45" E	47.00'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	01°40'09"	1000.00'	29.13'	14.57'
C2	01°40'09"	1025.00'	29.86'	14.93'
C3	16°12'40"	1025.00'	50.21'	25.11'
C4	46°80'24"	1000.00'	48.98'	24.50'

CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(18) INSTALL 8" BLIND FLANGE
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(22) INSTALL 12"x8"x12" D.I.P. TEE
(23) INSTALL 12"-45° D.I.P. ELBOW
(26) INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
(27) INSTALL 2" AIR AND VACUUM VALVE ASSEMBLY PER CITY STD. DWG. NO. W-15
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. DWG. NO. W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

0 20 40 80 160
1"=40' GRAPHIC SCALE

LANDMARK WAY

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 10+24.83 TO 18+50.00

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Last Edit: 07.01.2019 08:00:09 PM By: Station178
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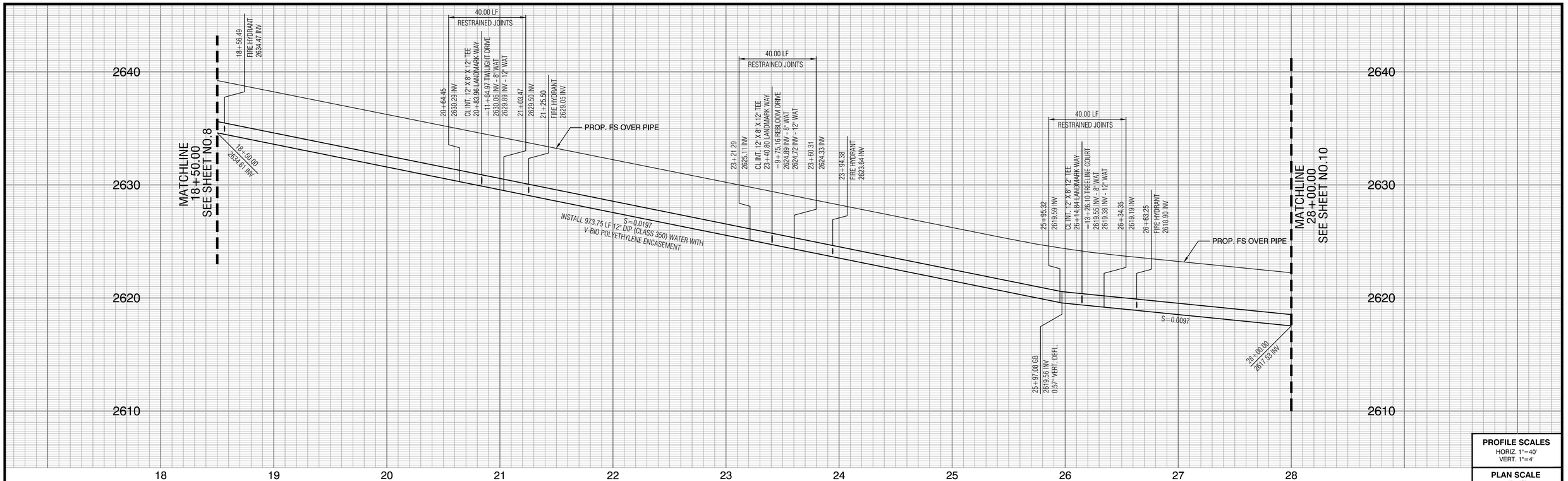
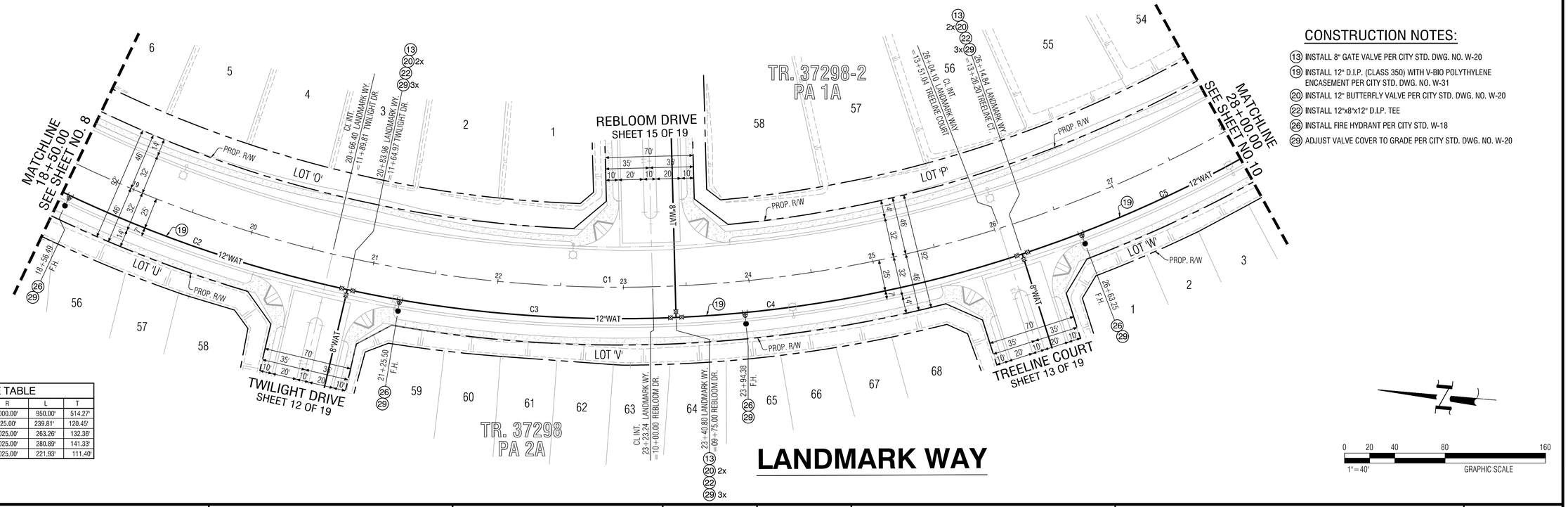


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(22) INSTALL 12"x8"x12" D.I.P. TEE
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	54°25'52"	1000.00'	950.00'	514.27'
C2	16°12'40"	1025.00'	239.81'	120.45'
C3	14°42'57"	1025.00'	263.26'	132.36'
C4	15°42'40"	1025.00'	280.89'	141.33'
C5	12°24'20"	1025.00'	221.93'	111.40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE
1	SITE PLAN REVISIONS: REV. PROFILE FOR SEWER		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 18+50.00 TO 28+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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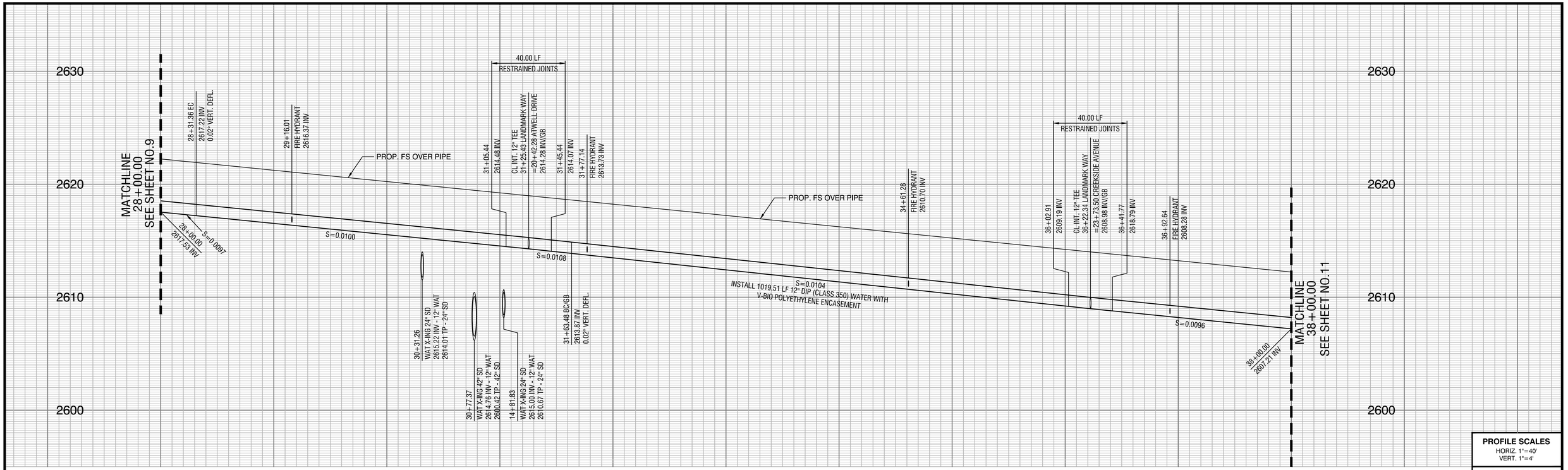

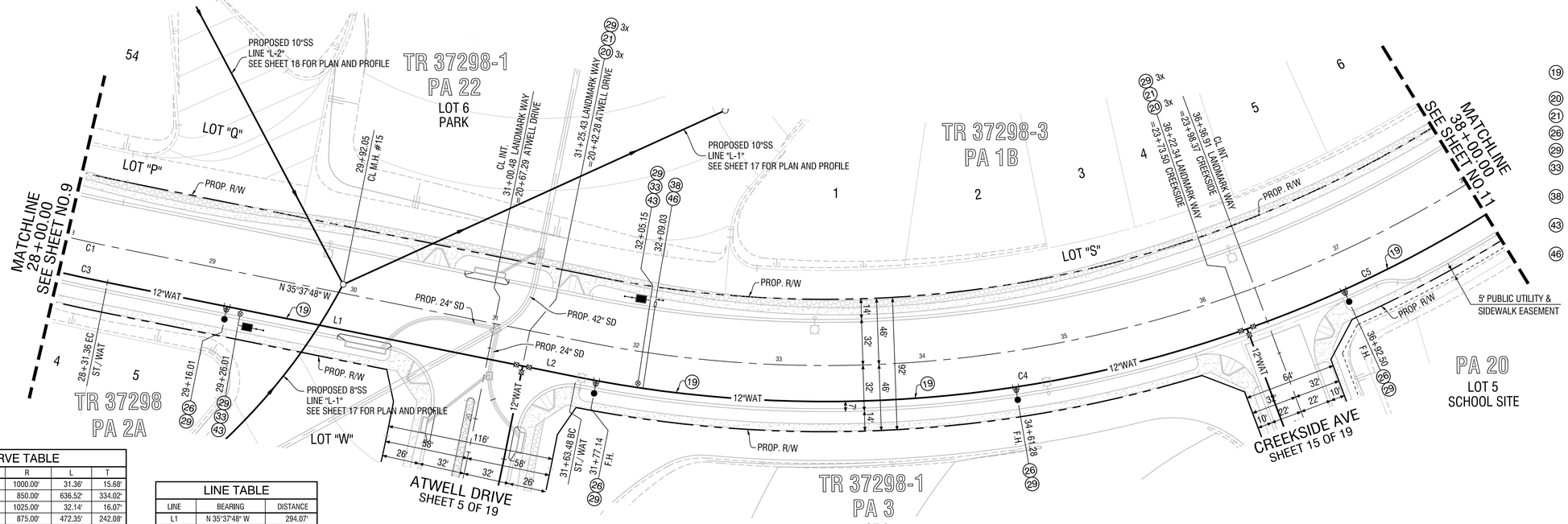

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	01°47'48"	1000.00'	31.36'	15.68'
C2	42°54'21"	850.00'	636.52'	334.02'
C3	01°47'48"	1025.00'	32.14'	16.07'
C4	30°55'48"	875.00'	472.35'	242.08'
C5	13°23'58"	875.00'	204.63'	102.78'
C6	13°35'49"	994.00'	235.89'	118.50'
C7	27°15'11"	844.00'	401.45'	204.60'
C8	27°07'20"	844.00'	399.45'	203.54'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 35°37'48" W	294.07'
L2	N 35°37'48" W	38.05'
L3	N 35°37'48" W	140.85'
L4	N 35°37'48" W	191.28'

CONSTRUCTION NOTES:

(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
(21) INSTALL 12" D.I.P. TEE
(26) INSTALL FIRE HYDRANT PER CITY STD. W-18
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(33) INSTALL 3" REDUCER PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11
(38) INSTALL 1.5" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-4
(43) INSTALL 3" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-8
(46) INSTALL 1.5" REDUCER PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

0 20 40 80 160
1"=40' GRAPHIC SCALE

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REVISIONS

MARK		APPR	DATE
1	SITE PLAN REVISIONS: REV. BACKBONE SEWER LOCATION		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
7-1-19 DATE

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-20 CIVIL STATE OF CALIFORNIA

BANNING, CA STAGECOACH TOWN USA Proud History • Prosperous Tomorrow

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 28+00.00 TO 38+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite Created: 07.01.2019 04:10:28 PM Author:---- Last Edit: 07.01.2019 04:11:19 PM By: Station178
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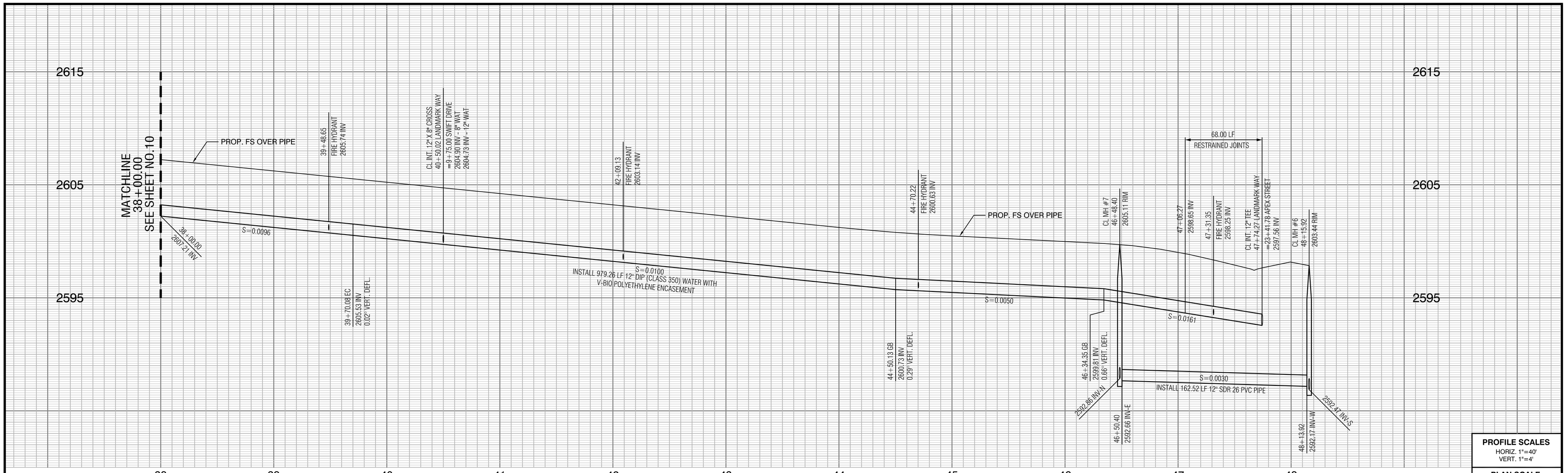
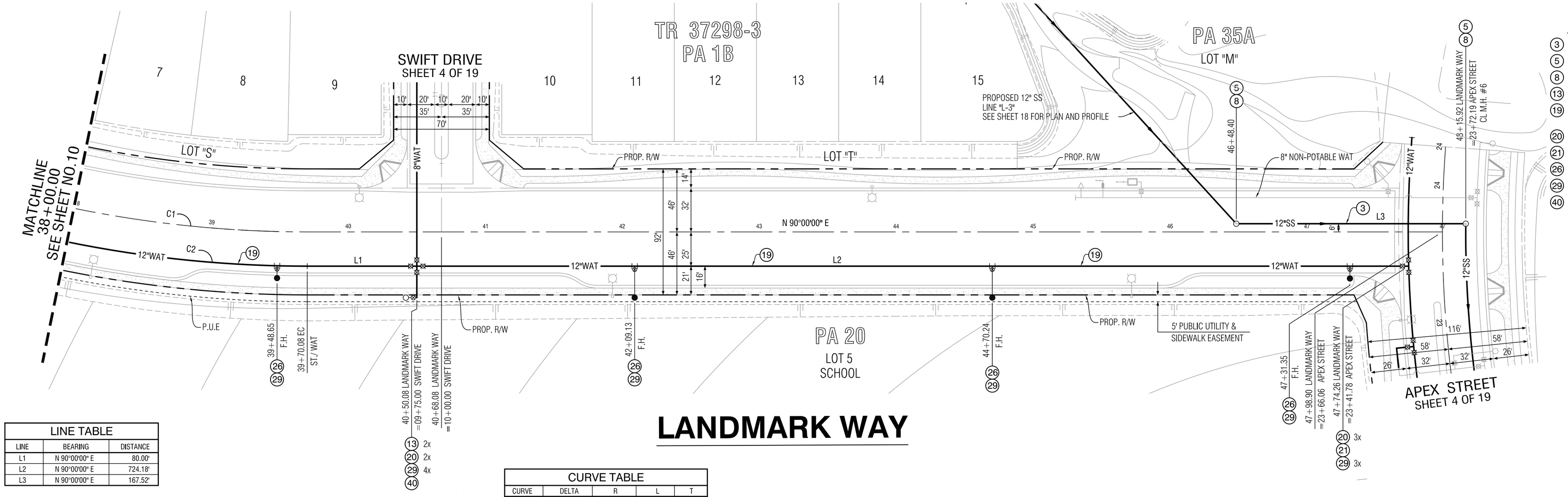


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

(3) INSTALL 12" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
(5) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3
(8) ADJUST MANHOLE COVER TO GRADE.
(13) INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
(19) INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYTHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
(20) INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(21) INSTALL 12" D.I.P. TEE
(26) INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(40) INSTALL 12"x8" D.I.P. CROSS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 90°00'00" E	80.00'
L2	N 90°00'00" E	724.18'
L3	N 90°00'00" E	167.52'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	54°22'12"	850.00'	806.60'	436.56'
C2	54°22'12"	875.00'	830.32'	449.40'

LANDMARK WAY

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
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Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
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CIVIL
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LANDMARK WAY
STA. 38+00.00 TO 48+15.92

W.O. No.
CIP No.
PROJECT No.
SHEET 11 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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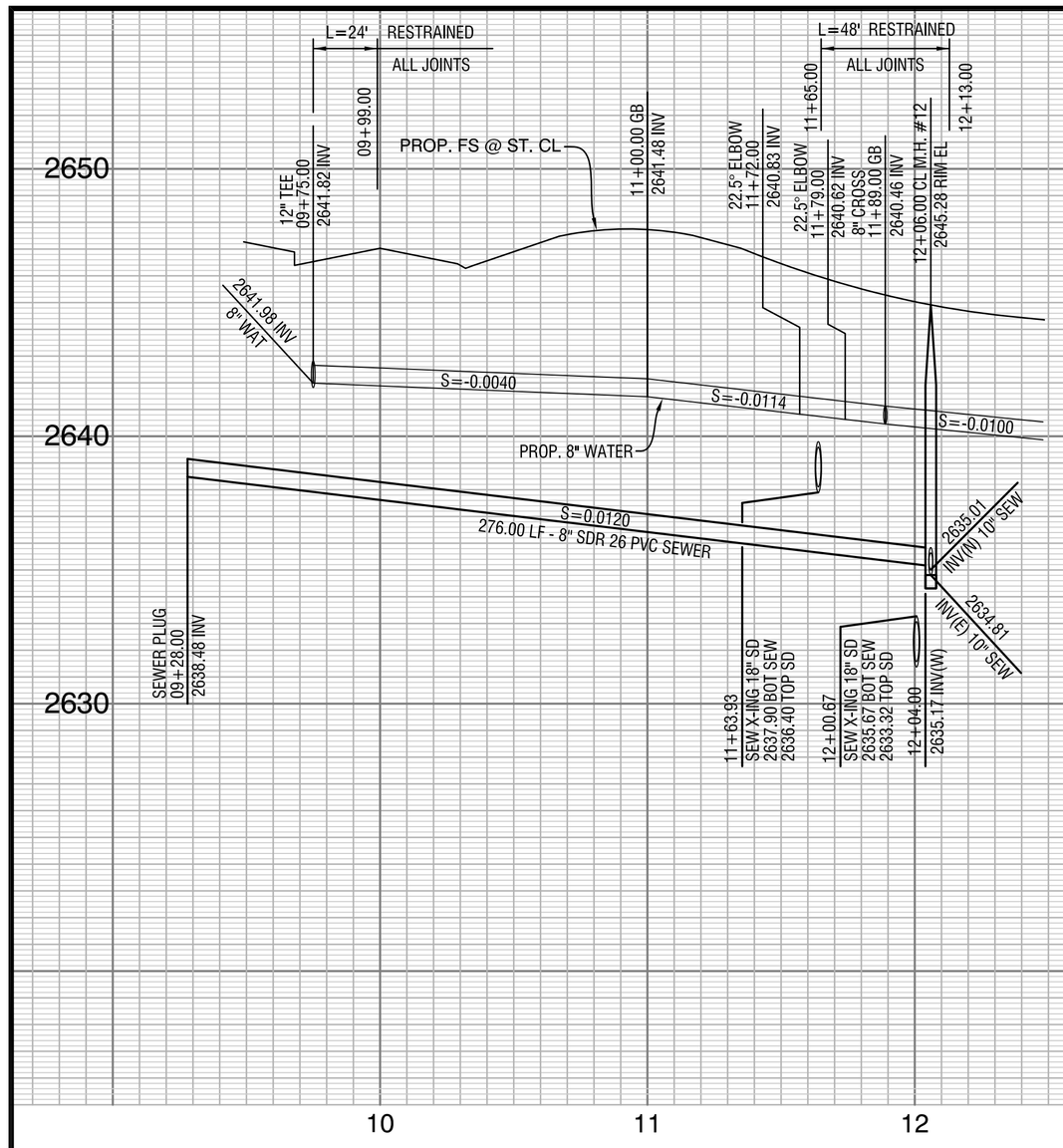
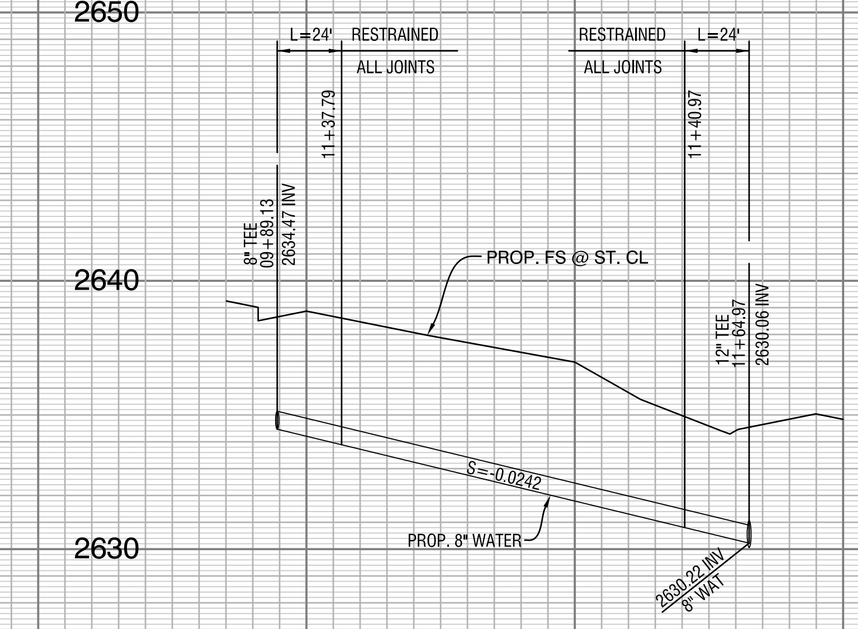


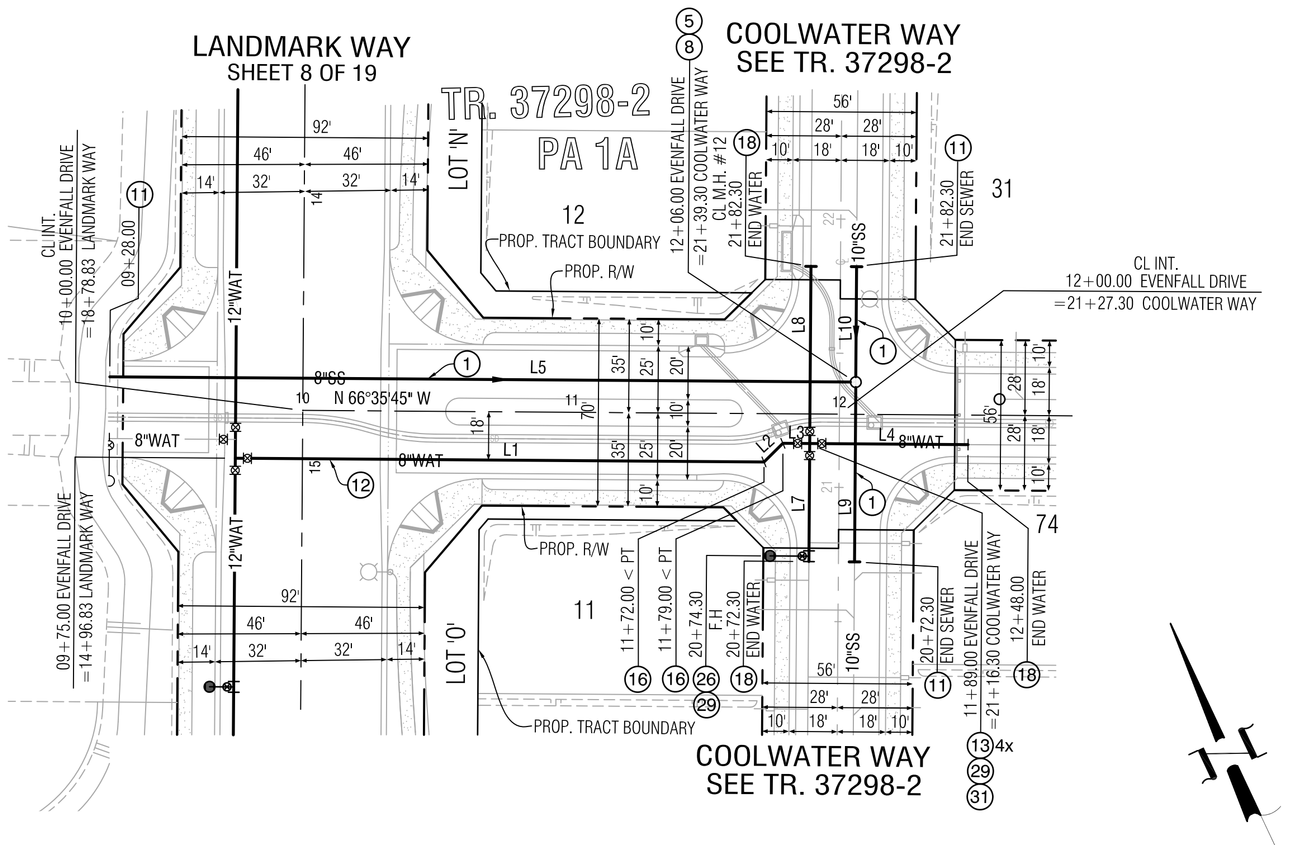


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

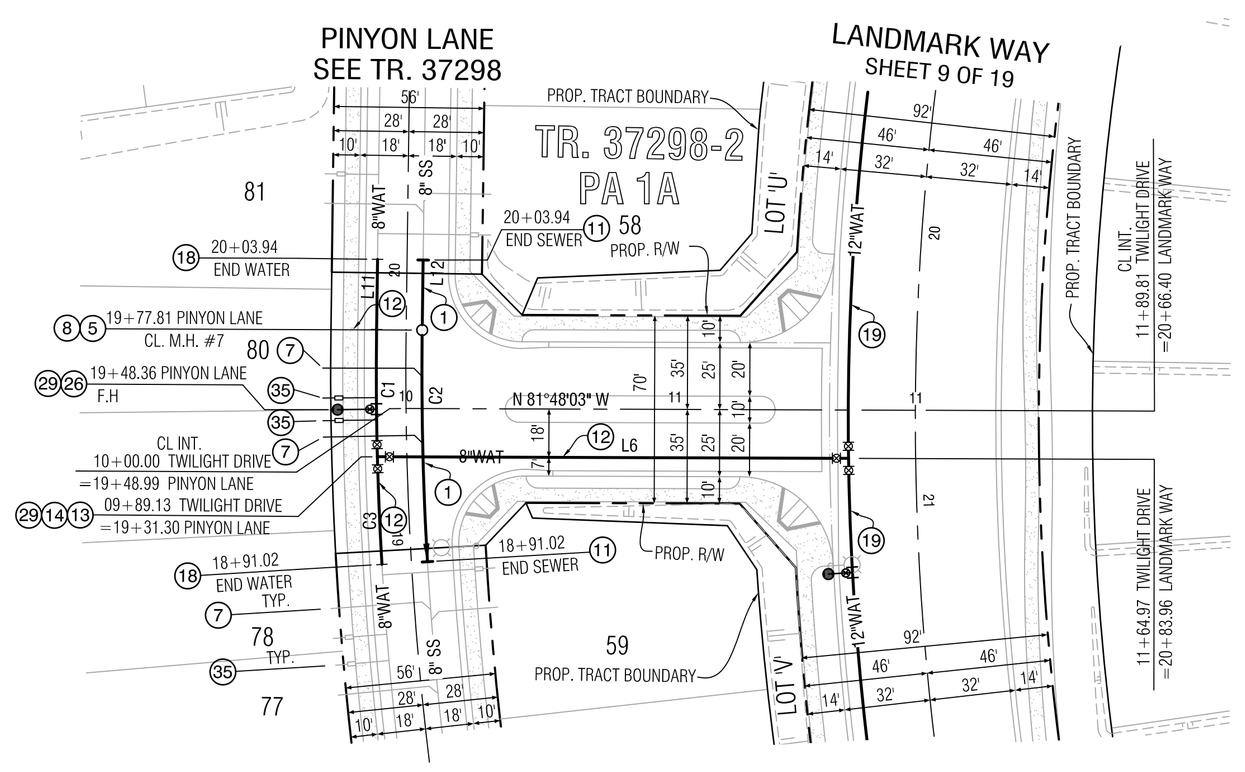
PLAN SCALE
1"=40'

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
7. INSTALL 4" SDR 26 PVC SEWER LATERA PER CITY STD. DWG. NO. S-22
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
14. INSTALL 8" D.I.P. TEE
16. INSTALL 8" - 22.5° D.I.P. ELBOW
18. INSTALL 8" BLIND FLANGE
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
29. ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
31. INSTALL 8" D.I.P. CROSS
35. INSTALL 1" POTABLE COPPER SERVICE AND METER INSTALLATION PER CITY DWG. NO. W-4



EVENFALL DRIVE



TWILIGHT DRIVE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 66°35'45" W	197.00'
L2	N 66°2'415" E	9.99'
L3	N 66°35'45" W	10.00'
L4	N 66°35'45" W	59.00'
L5	N 66°35'45" W	278.00'
L6	N 81°48'03" W	175.58'
L7	N 23°24'15" E	43.99'
L8	N 23°24'15" E	66.00'
L9	N 23°24'15" W	65.00'
L10	N 23°24'15" W	41.00'
L11	N 8°46'18" E	26.13'
L12	N 8°46'18" E	24.12'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	02°14'36"	1211.00'	47.42'	23.71'
C2	04°02'54"	1194.00'	84.36'	42.20'
C3	01°54'03"	1211.00'	40.18'	20.09'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19
SENIOR CIVIL ENGINEER
DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
EVENFALL DRIVE STA. 9+28.00 TO 12+48.00
TWILIGHT DRIVE STA. 9+89.13 TO 11+64.97

W.O. No.
CIP No.
PROJECT No.
SHEET 12 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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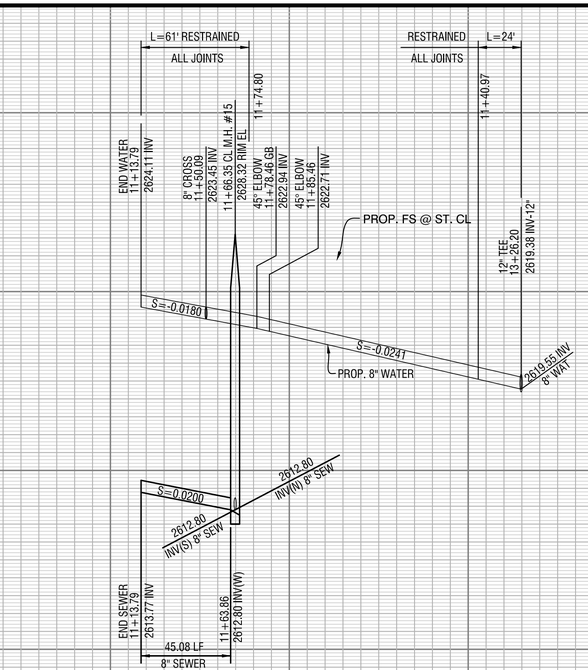
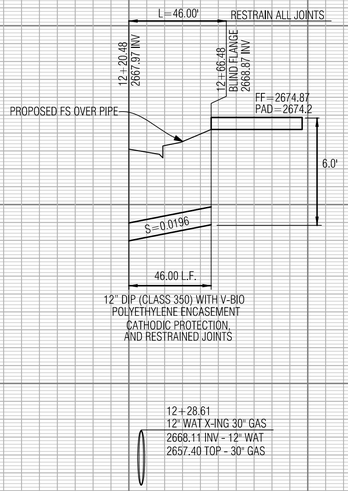
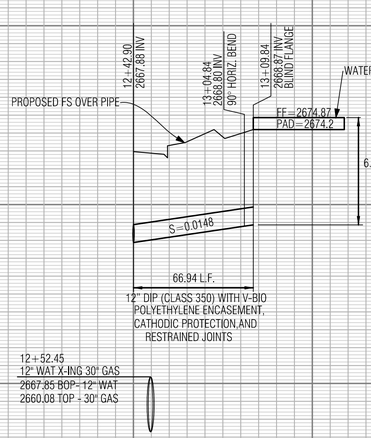
TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN



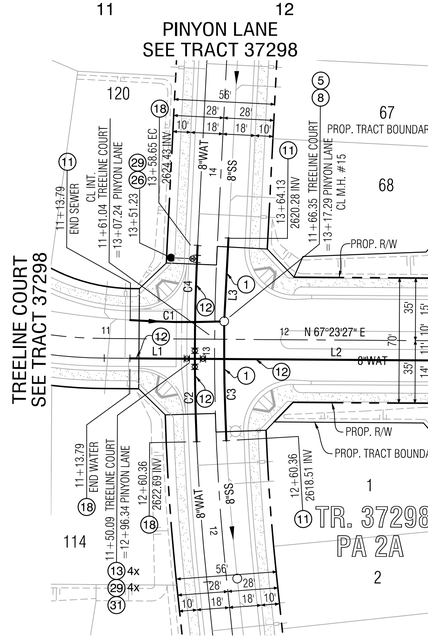


"L-2"



"L-3"

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'
PLAN SCALE
1"=40'



CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
18. INSTALL 8" BLIND FLANGE
26. INSTALL FIRE HYDRANT PER CITY STD. DWG. NO. W-18
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
31. INSTALL 8" D.I.P. CROSS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 67°23'27" E	50.67'
L2	N 67°23'27" E	176.01'
L3	N 20°06'36" W	44.15'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	20°01'33"	500.00'	52.59'	26.32'
C2	02°12'44"	1201.00'	46.37'	23.19'
C3	03°06'54"	1180.00'	64.15'	32.09'
C4	03°01'24"	1201.00'	63.37'	31.69'

TREELINE COURT

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Avoid cutting underground utility lines. It's costly.
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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
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Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
TREELINE COURT
STA. 11+13.79 TO 13+26.20

W.O. No.
CIP No.
PROJECT No.
SHEET 13 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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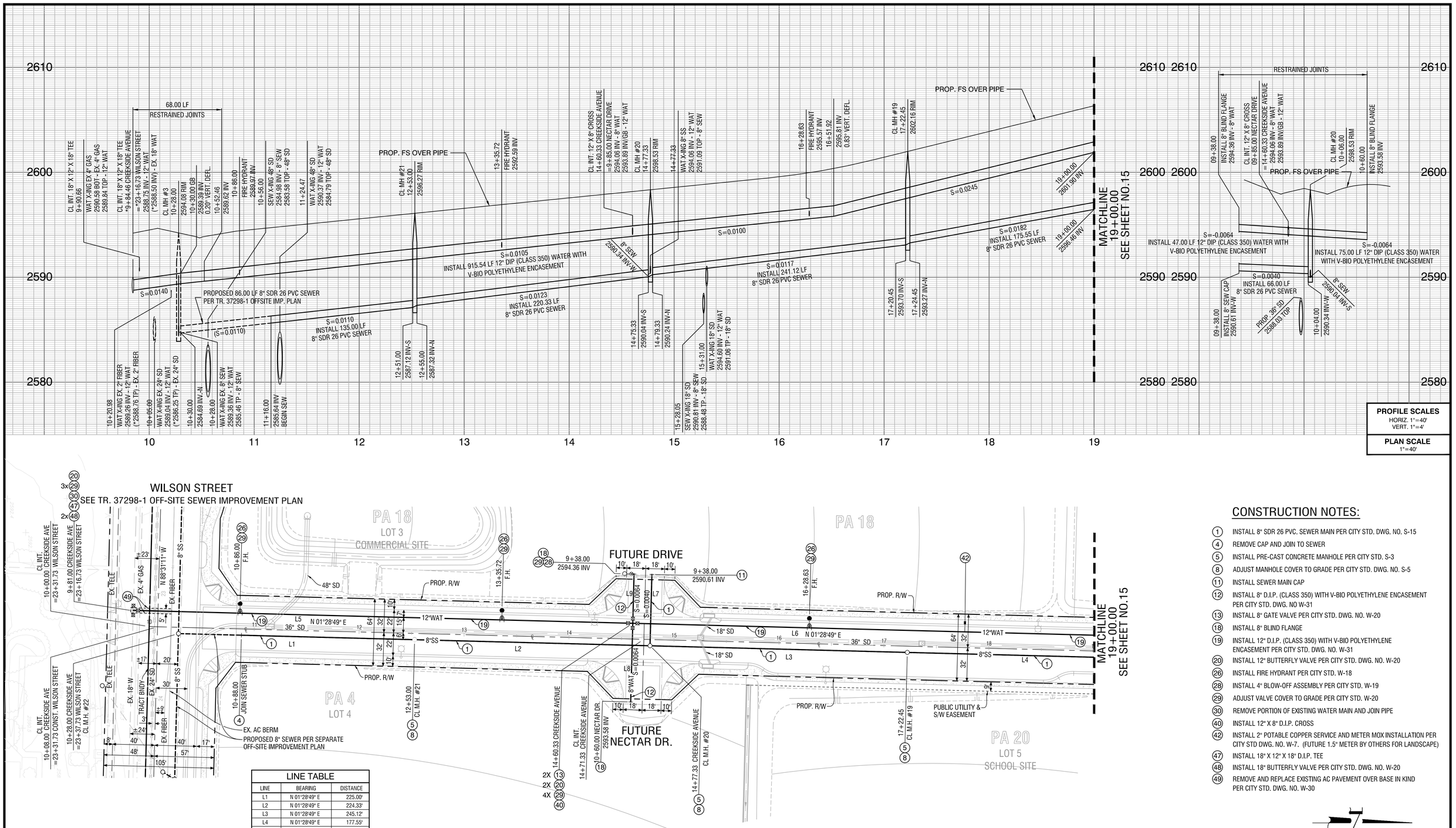

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	225.00'
L2	N 01°28'49" E	224.33'
L3	N 01°28'49" E	245.12'
L4	N 01°28'49" E	177.55'
L5	N 01°28'49" E	475.88'
L6	N 01°28'49" E	439.67'
L7	N 88°31'11" W	68.00'
L8	N 88°31'11" W	75.00'
L9	N 88°31'11" W	47.00'

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
4. REMOVE CAP AND JOIN TO SEWER
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
13. INSTALL 8" GATE VALVE PER CITY STD. DWG. NO. W-20
18. INSTALL 8" BLIND FLANGE
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
20. INSTALL 12" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
30. REMOVE PORTION OF EXISTING WATER MAIN AND JOIN PIPE
40. INSTALL 12" X 8" D.I.P. CROSS
42. INSTALL 2" POTABLE COPPER SERVICE AND METER MOX INSTALLATION PER CITY STD DWG. NO. W-7. (FUTURE 1.5" METER BY OTHERS FOR LANDSCAPE)
47. INSTALL 18" X 12" X 18" D.I.P. TEE
48. INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
49. REMOVE AND REPLACE EXISTING AC PAVEMENT OVER BASE IN KIND PER CITY STD. DWG. NO. W-30

0 20 40 80 160
1"=40' GRAPHIC SCALE

CREEKSIDE AVENUE

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
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No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
CREEKSIDE AVENUE
STA. 10+88.00 TO 19+00.00

W.O. No.
CIP No.
PROJECT No.
SHEET 14 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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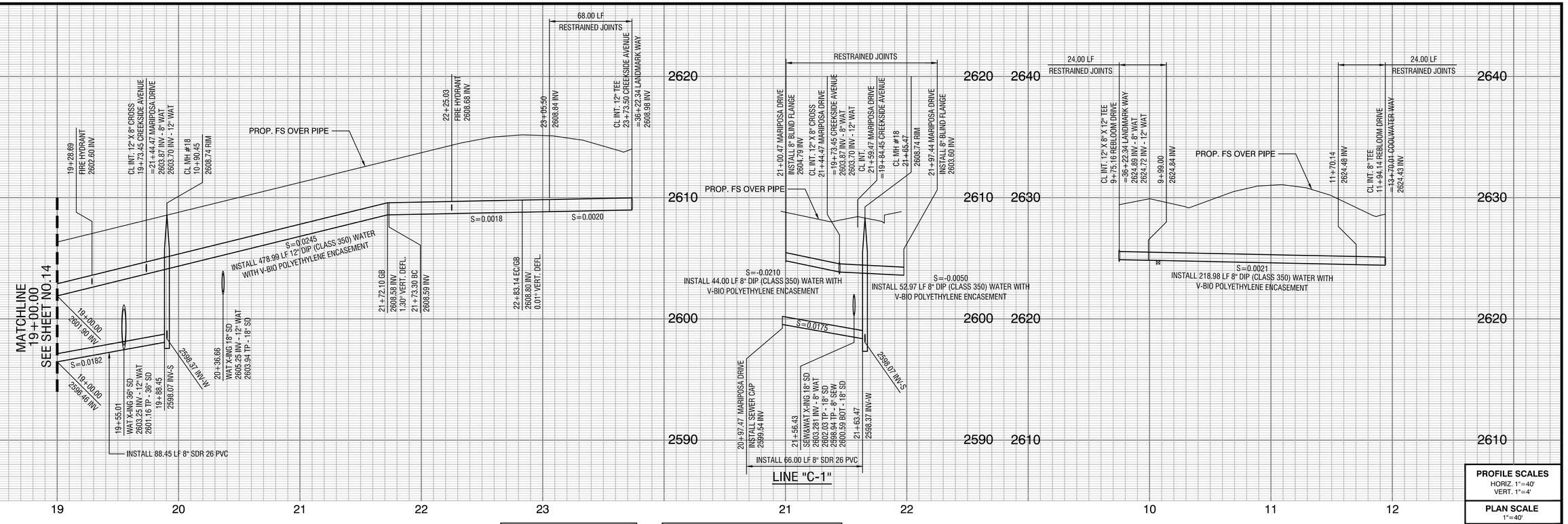
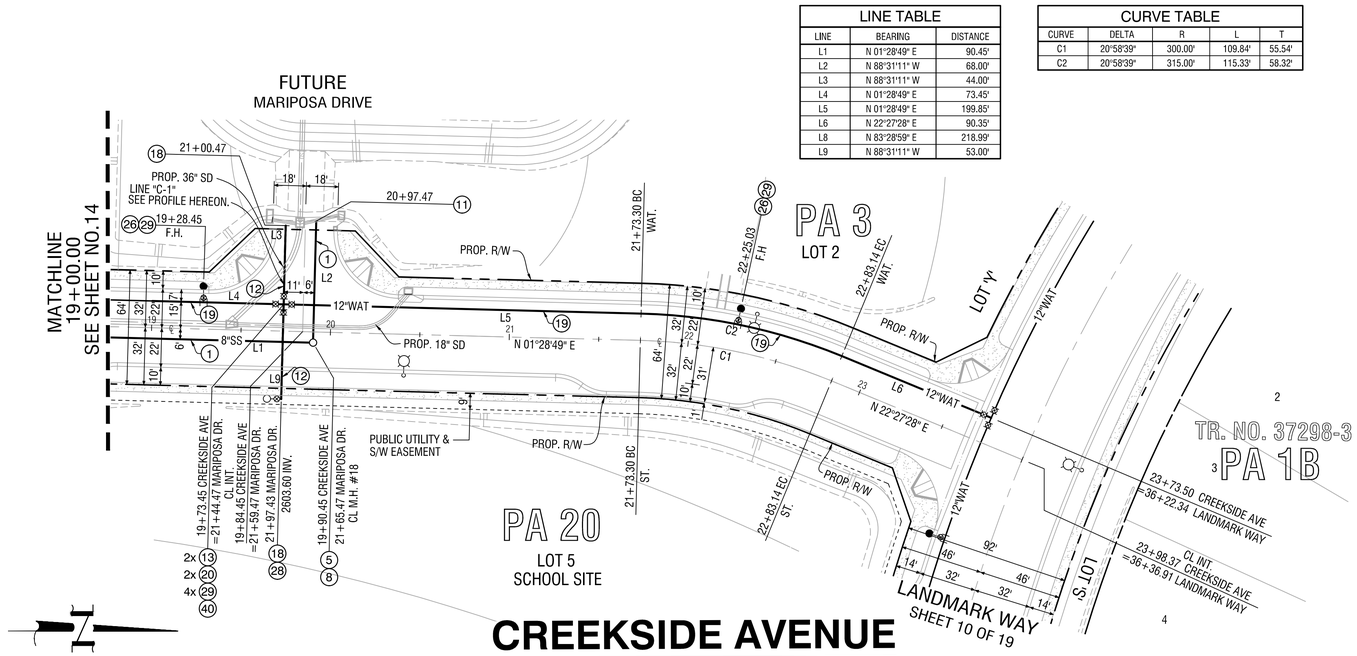


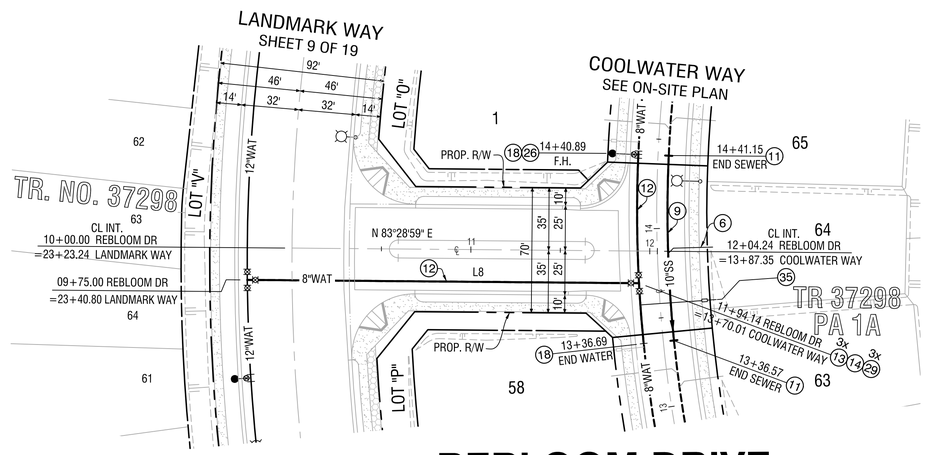
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	90.45'
L2	N 88°31'11" W	68.00'
L3	N 88°31'11" W	44.00'
L4	N 01°28'49" E	73.45'
L5	N 01°28'49" E	199.85'
L6	N 22°27'28" E	90.35'
L8	N 83°28'59" E	218.99'
L9	N 88°31'11" W	53.00'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	20°58'39"	300.00'	109.84'	55.54'
C2	20°58'39"	315.00'	115.33'	58.32'





REBLOOM DRIVE

CONSTRUCTION NOTES:

1. INSTALL 8" SDR 26 PVC. SEWER MAIN PER CITY STD. DWG. NO. S-15
5. INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. S-3
6. INSTALL 4" SDR 26 PVC. SEWER LATERAL PER CITY STD. DWG. NO. S-22 WITH FERNCO COUPLING TO JOIN PVC PIPE TO VCP PIPE AT WYE.
8. ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
9. INSTALL 10" EXTRA STRENGTH VCP SEWER MAIN
11. INSTALL SEWER MAIN CAP
12. INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
13. INSTALL 8" GATE VALVE PER CITY STD. W-20
14. INSTALL 8" D.I.P. TEE
18. INSTALL 8" BLIND FLANGE
19. INSTALL 12" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
20. INSTALL 12" BUTTERFLY VALVE PER CITY STD. W-20
26. INSTALL FIRE HYDRANT PER CITY STD. W-18
28. INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD. W-19
29. ADJUST VALVE COVER TO GRADE PER CITY STD. W-20
35. INSTALL 1" POTABLE COPPER SEVICE AND METER INSTALLATION PER CITY STD. W-4
40. INSTALL 12" X 8" D.I.P. CROSS

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
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Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-20
7-1-19 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-20 — CIVIL — STATE OF CALIFORNIA

BANNING, CA — STAGECOACH TOWN USA — Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
CREEKSIDE AVE. STA. 19+00.00 TO 23+73.50
REBLOOM DR. STA. 09+75.00 TO 11+94.14

W.O. No.
CIP No.
PROJECT No.
SHEET 15 OF 19

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite Created: 07.01.2019 02:15:21 PM Author: Last Edit: 07.02.2019 12:41:17 PM By: Jchu
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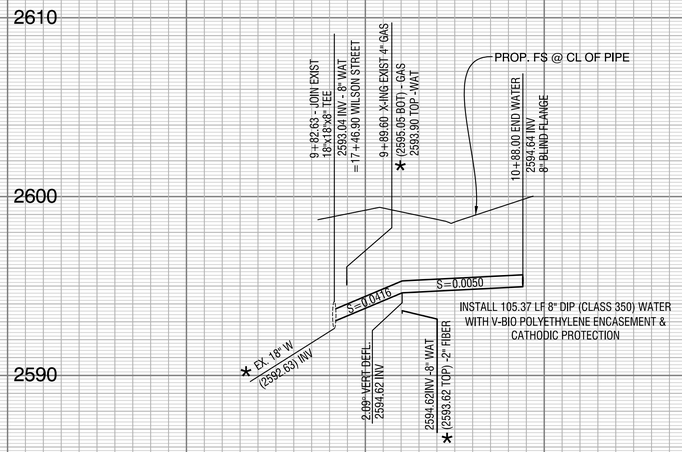
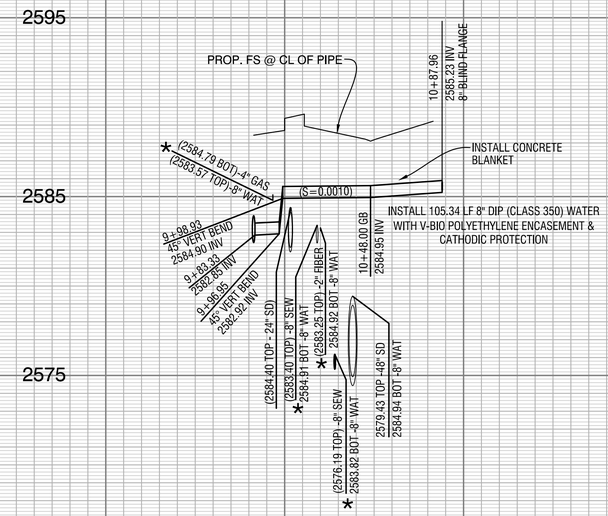


STA 17+46.90
WILSON STREET

10 11



STA 28+71.58
WILSON STREET

10 11

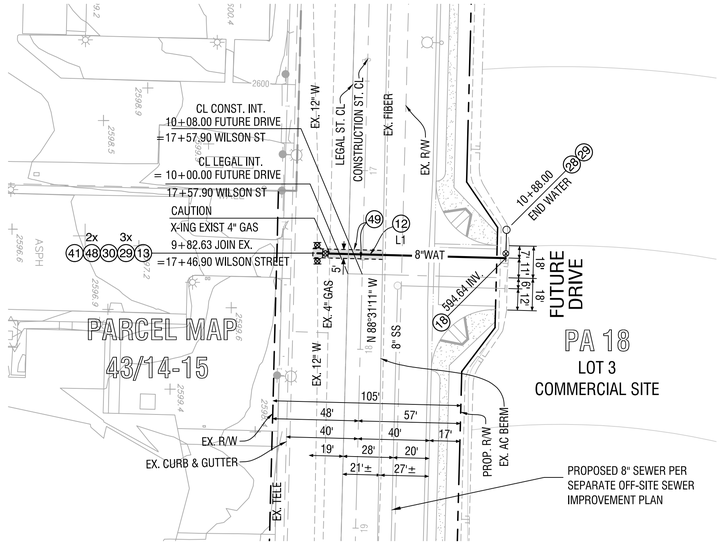
PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

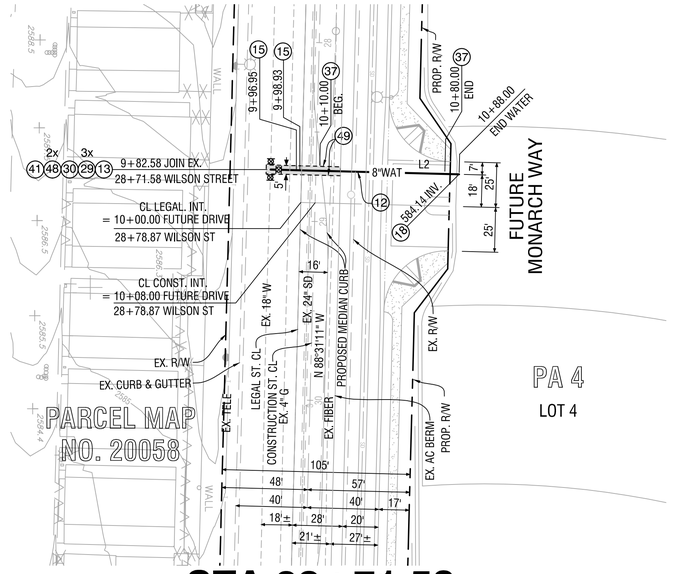
* CONTRACTOR TO FIELD VERIFY EXISTING LOCATION AND ELEVATION PRIOR TO CONSTRUCTION

CONSTRUCTION NOTES:

(12) INSTALL 8" D.I.P. (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO W-31
(13) INSTALL 8" GATE VALVE PER CITY STD. W-20
(15) INSTALL 8" - 45° D.I.P ELBOW
(18) INSTALL 8" BLIND FLANGE
(28) INSTALL 4" BLOW-OFF ASSEMBLY PER CITY STD W-19
(29) ADJUST VALVE COVER TO GRADE PER CITY STD. DWG. NO. W-20
(30) SAW CUT AND REMOVE PORTION OF EXISTING WATER MAIN AND JOIN
(37) INSTALL CONCRETE BLANKET PER APWA STD. DWG. NO. 225-2
(41) INSTALL 18"x8"x8" D.I.P. TEE
(48) INSTALL 18" BUTTERFLY VALVE PER CITY STD. DWG. NO. W-20
(41) REMOVE AND REPLACE EXISTING AC PAVEMENT OVER BASE IN KIND PER CITY STD. DWG. NO. W-30



STA 17+46.90
WILSON STREET



STA 28+71.58
WILSON STREET

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 01°28'49" E	105.37'
L2	N 01°28'49" E	105.34'

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
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MORSE SCHULTZ
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Voice: 949-251-8821
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RCE# 052496 EXP. 12-31-20
7-1-19
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ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
WILSON STREET

W.O. No.
CIP No.
PROJECT No.
SHEET 16 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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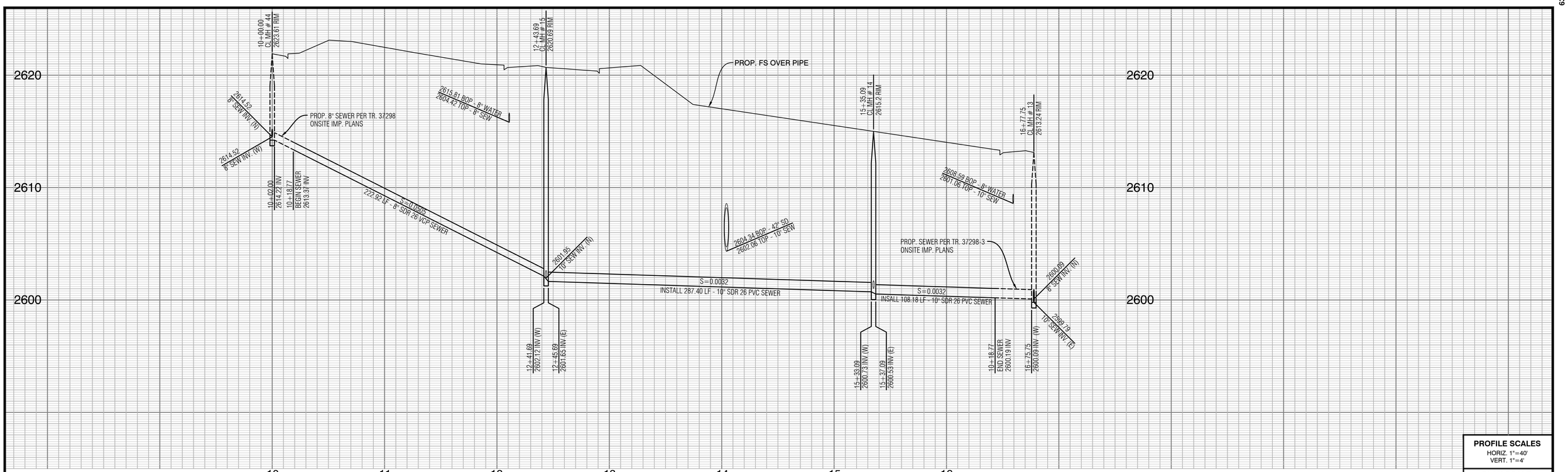
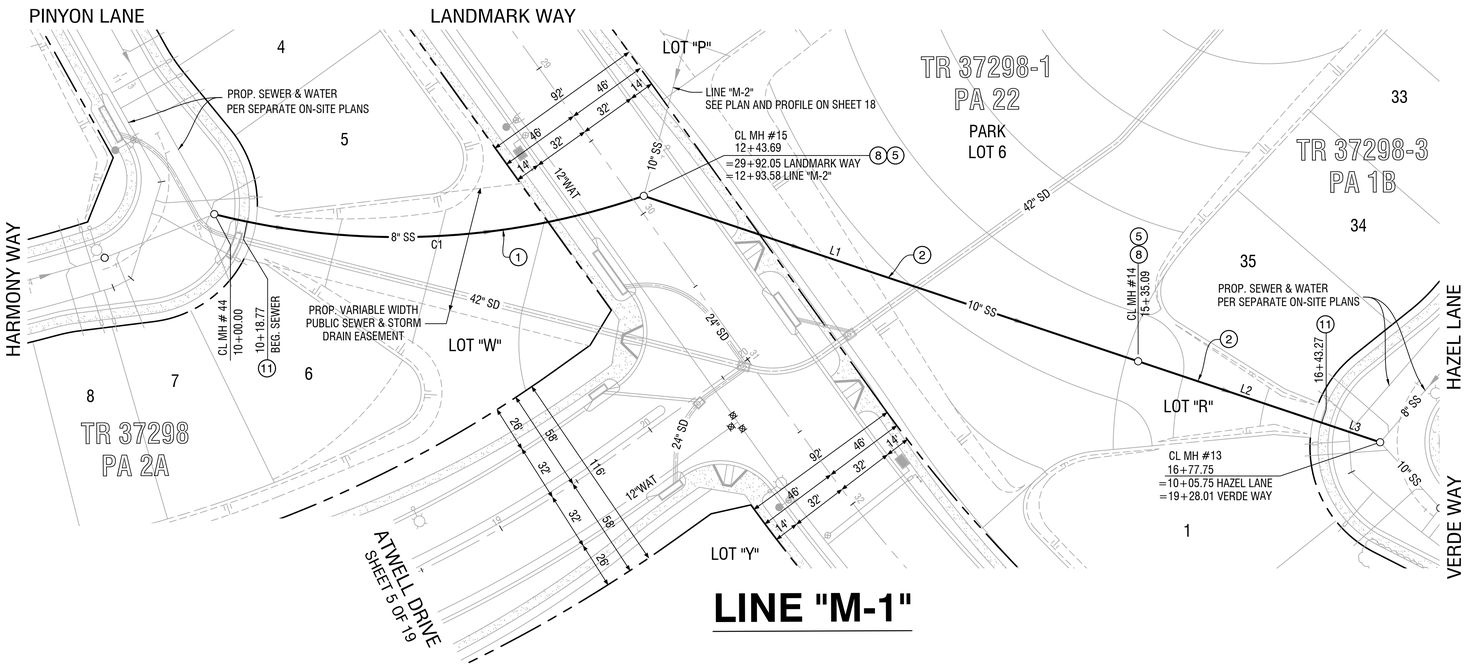


PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'



LINE "M-1"

CONSTRUCTION NOTES:

(2) INSTALL 8" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(5) INSTALL PRE-CAST CONCRETE MANHOLE PER CITY STD. DWG. NO. S-3
(8) ADJUST MANHOLE COVER TO GRADE PER CITY STD. DWG. NO. S-5
(11) INSTALL SEWER MAIN CAP.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 71°29'55" W	291.40'
L2	N 71°29'55" W	108.18'
L3	N 71°29'55" W	34.48'

CURVE TABLE				
CURVE	DELTA	R	L	T
C1	2°33'39"	420.00'	18.77'	9.39'
C1	30°41'01"	420.00'	224.92'	115.23'

0 20 40 80 160
1"=40' GRAPHIC SCALE

Call before you Dig
Avoid cutting underground utility lines. It's costly:
Call 811 or 1-800-227-2600

REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
Proud History • Prosperous Tomorrow

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LINE "M-1"
STA. 10+18.77 TO 16+43.27

W.O. No.
CIP No.
PROJECT No.
SHEET 17 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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Last Edit: 07.02.2019 11:33:52 AM By: Station105
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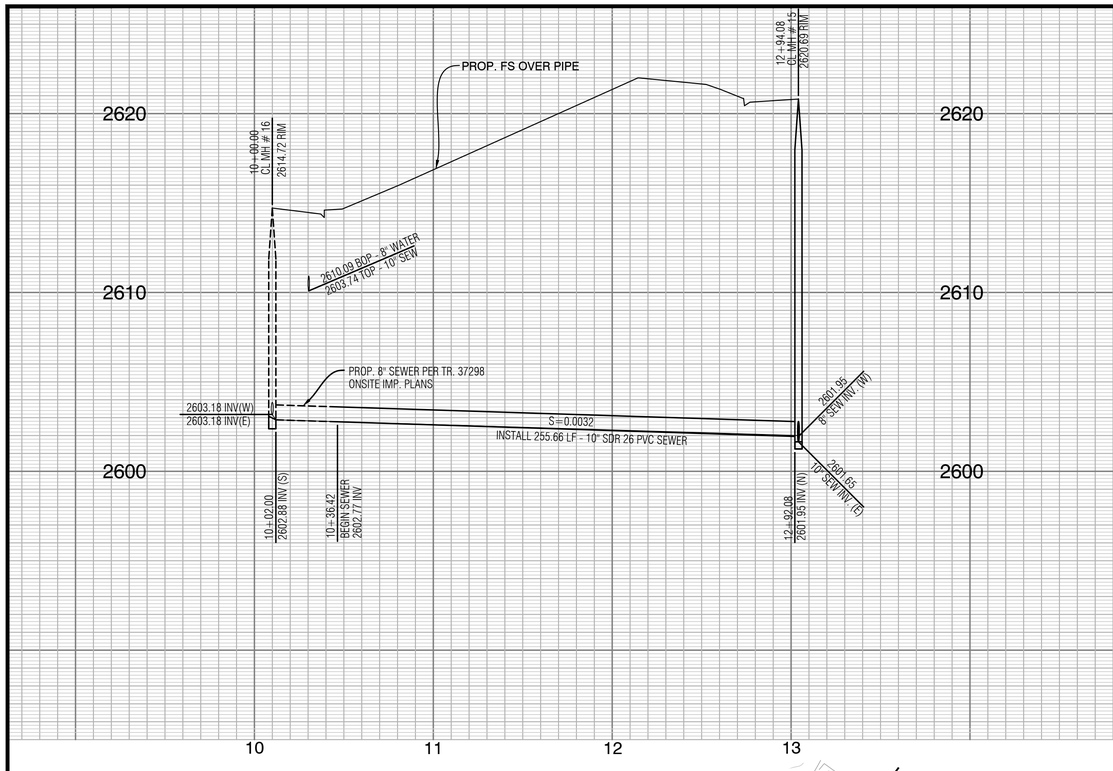
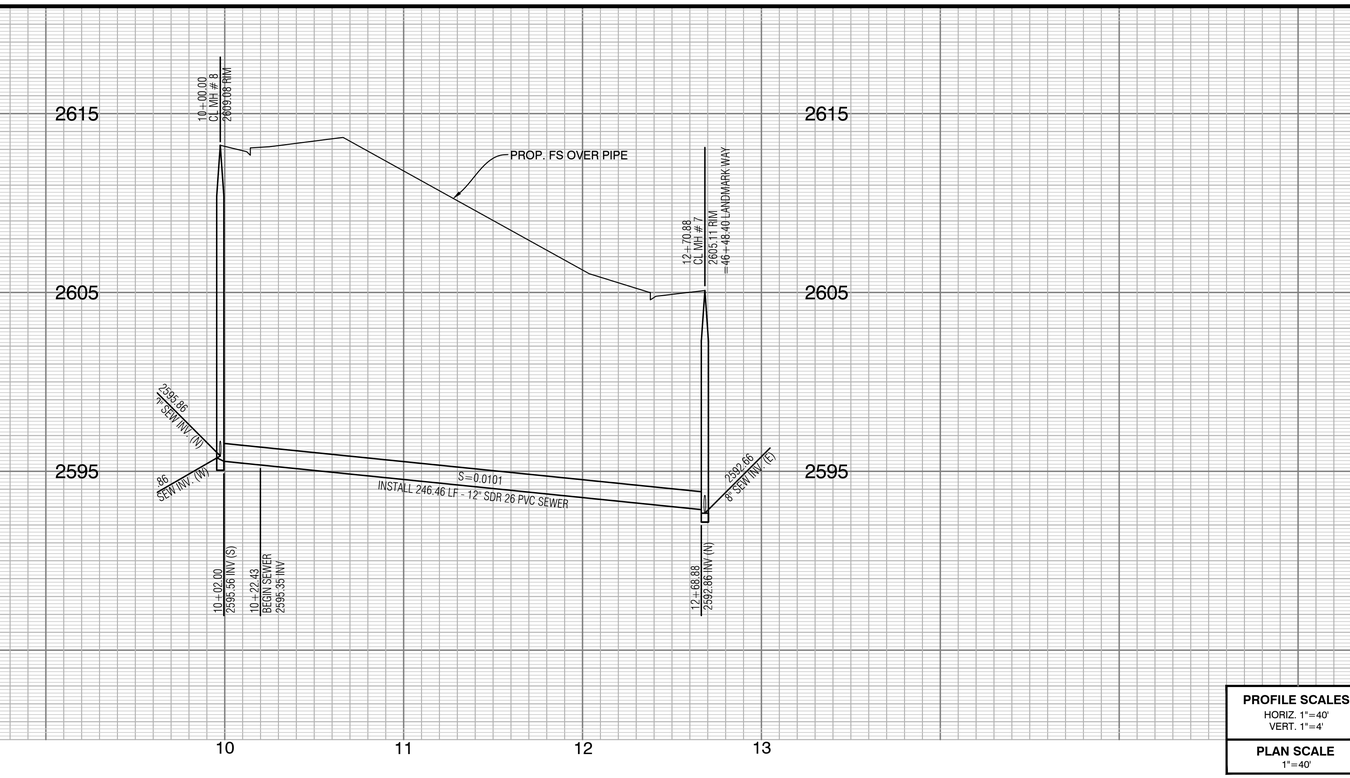
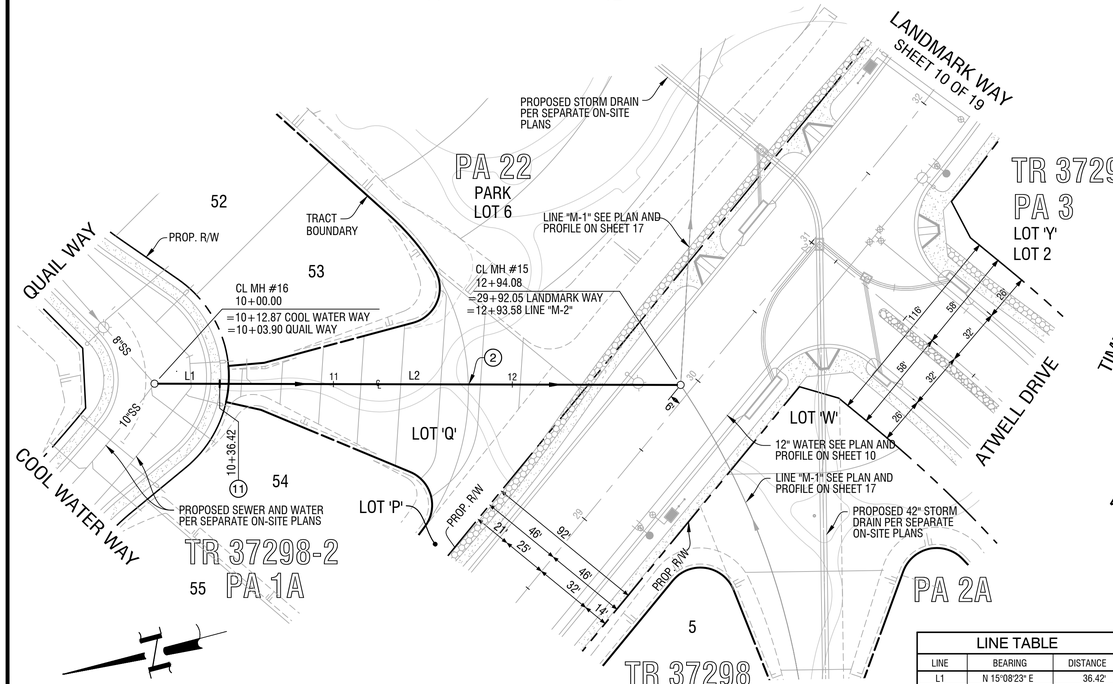
TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

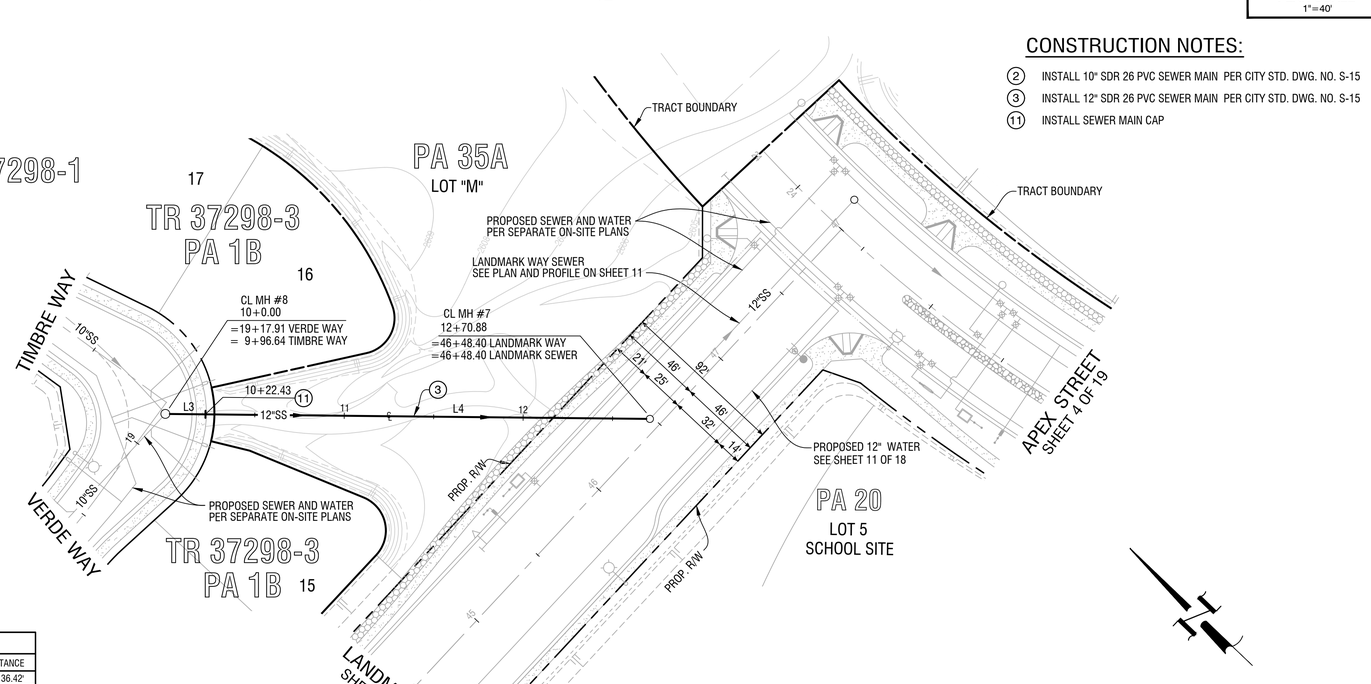




PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'





CONSTRUCTION NOTES:

(2) INSTALL 10" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(3) INSTALL 12" SDR 26 PVC SEWER MAIN PER CITY STD. DWG. NO. S-15
(11) INSTALL SEWER MAIN CAP

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 15°08'23" E	36.42'
L2	N 15°08'23" E	257.66'
L3	N 42°24'40" E	22.43'
L4	N 42°24'40" E	248.46'

LINE "M-2"

LINE "M-3"

0 20 40 80 160
1"=40' GRAPHIC SCALE

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

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REVISIONS

MARK		APPR	DATE

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-20
7-1-19
DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-20
CIVIL
STATE OF CALIFORNIA

BANNING, CA
STAGECOACH TOWN USA
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CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/19 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
LINE "M-2" & LINE "M-3"

W.O. No.
CIP No.
PROJECT No.
SHEET 18 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

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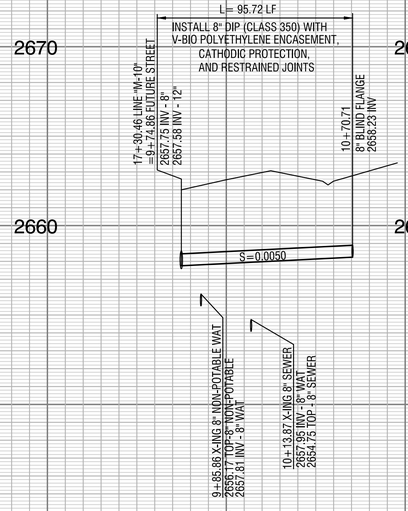

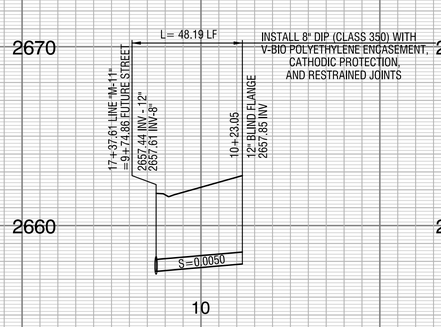

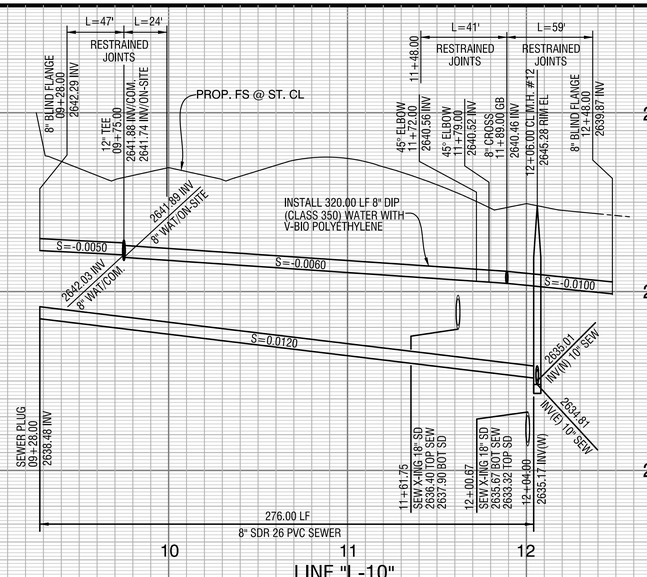

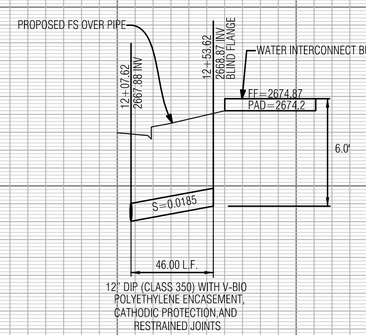

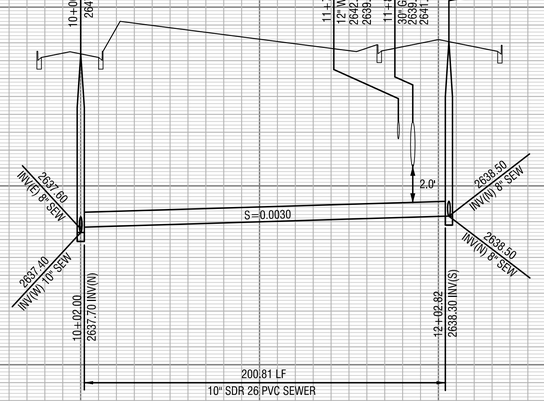

TRACT NO. 37298-1, ON-SITE SEWER & WATER IMPROVEMENT PLAN

PROFILE SCALES
HORIZ. 1"=40'
VERT. 1"=4'

PLAN SCALE
1"=40'

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PLANS PREPARED BY:
MDS CONSULTING
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Voice: 949-251-8821
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RCE# 052496 EXP. 12-31-20
7-1-19
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REGISTERED PROFESSIONAL ENGINEER
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No. 052496
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STATE OF CALIFORNIA

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SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/20 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

ON-SITE SEWER AND WATER IMPROVEMENT PLAN
TRACT NO. 37298-1
ATWELL
PROFILE SHEET

W.O. No.
CIP No.
PROJECT No.
SHEET 19 OF 19

SUBMITTAL NO. 4 FOR PLAN CHECK, NOT FOR CONSTRUCTION, 7-1-19

MDS Proj. Data: I:\89404\ENGINEERING\Plans\37298-1\Sewer Water\Onsite
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Plot Scale: 0.3868f63 Dwg Scale: —
Plot Date: 07.02.2019 12:09:06 PM By: jchu

CITY OF BANNING

SUBDIVISION IMPROVEMENT AGREEMENT

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

[X] FINAL TRACT MAP NO. 37389 ("Final Map" herein)

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

NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein):	ATWELL - Wilson Sewer Lift Station ATWELL - Wilson Sewer Lift Station- Paving, Grading and Drainage
NAME AND ADDRESS OF SUBDIVIDER(S):	TRI POINTE HOMES - INLAND EMPIRE 1250 CORONA POINTE CT, #600 CORONA, CA 92879
CITY COUNCIL RESOLUTION OF APPROVAL NO.	_____ ("Resolution of Approval" herein)

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: 09/09/2021 02/04/2021

IMPROVEMENT/PLAN NO.:

Atwell - Wilson Sewer Lift Station - $1,874,500.00

Atwell - Wilson Sewer Lift Station - Paving, Grading, Drainage - $123,200.59

ESTIMATED TOTAL COSTS:

IMPROVEMENTS	$ 1,997,700.50
GRADING	$ 0.00
MONUMENTATION	$ 0.00
TOTAL:	$ 1,997,700.50

FORM OF IMPROVEMENT SECURITY:

[X] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

Philadelphia Indemnity Insurance Company
(Name of Corporate Entity)

800 E. Colorado Blvd., 6th Floor
(Street Address)

Pasadena, CA. 91101
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

PB03010408214

PB03010408215

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements associated with Bond#: PB03010408214 (Atwell - Wilson Sewer Lift Station) & Bond #: PB03010408215 (Atwell - Wilson Sewer Lift Station - Paving, Grading & Drainage) shown on the City approved improvement plans shall be completed within two years from the Effective Date of the Agreement.

* *

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SUBDIVISION IMPROVEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

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

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

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

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

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

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

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

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

4. TIME EXTENSIONS

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

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

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

5. IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

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

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

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

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

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

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

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

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

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

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

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

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

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

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

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

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

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

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

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

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

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

8. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Provisions Pertaining to Insurance Provided by Subdivider

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. OWNERSHIP OF THE IMPROVEMENTS

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

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

10. PREPARATION AND RECORDATION OF CC&RS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. RELATIONSHIP OF THE PARTIES

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

13. ASSIGNMENT

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

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

14. NOTICES

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

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

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

15. ENTIRE AGREEMENT

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

16. SEVERABILITY

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

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

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

18. GOVERNING LAW

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

19. EFFECTIVE DATE OF THE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

SUBDIVIDER

By: _____

Print Name: Michael C. Taylor

Title: Division President

Date: 11-16-21

CITY

CITY OF BANNING

_____

MAYOR

ATTEST:

_____ (SEAL)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Riverside)

On November 17, 2021, before me, Pamela Lee Berg, Notary Public, personally appeared Michael C Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Pamela Lee Berg

PAMELA LEE BERG
Notary Public - California
Riverside County
Commission # 2365159
My Comm. Expires Jul 11, 2025

This area for official notarial seal

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. PB03010408214
Premium: $7,029 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Wilson Sewer Lift Station
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Wilson Sewer Lift Station ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Million Eight Hundred Seventy-Four Thousand Five Hundred and no/100 Dollars ($ 1,874,500.00), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation

(Type name of Principal)

1250 Corona Pointe Ct. Ste 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President

(Title of officer)

Date: 11-16-21

"SURETY"

Philadelphia Indemnity Insurance Company

(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

(Street Address)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Riverside)

On November 17, 2021, before me, Pamela Lee Berg, Notary Public, personally appeared Michael C Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Pamela Lee Berg

PAMELA LEE BERG
Notary Public - California
Riverside County
Commission # 2365159
My Comm. Expires Jul 11, 2025

This area for official notarial seal

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

Pasadena CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: November 12, 2021

APPROVED:

City Attorney

Bond No. PB03010408214
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Wilson Sewer Lift Station
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Wilson Sewer Lift Station; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($1,874,500.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

***One Million Eight Hundred Seventy-Four Thousand Five Hundred and no/100**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation

(Type name of Principal)

1250 Corona Pointe Ct. Ste. 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President

(Title of officer)

Date: 11-16-21

"SURETY"

Philadelphia Indemnity Insurance Company

(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Riverside)

On November 17, 2021, before me, Pamela Lee Berg, Notary Public, personally appeared Michael C Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Pamela Lee Berg

PAMELA LEE BERG
Notary Public - California
Riverside County
Commission # 2365159
My Comm. Expires Jul 11, 2025

This area for official notarial seal

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

(Street Address)

Pasadena CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: November 12, 2021

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 1 2 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

NOV 1 2 2021

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 1 2 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of NOV 1 2 2021, _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No. PB03010408215
Premium: $462 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Wilson Sewer Lift Station - Paving Grading & Drainage
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Wilson Sewer Lift Station - Paving, Grading & Drainage ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Twenty-Three Thousand Two Hundred and 59/100 Dollars ($ 123,200.59), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation

(Type name of Principal)

1250 Corona Pointe Ct. Ste 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President

(Title of officer)

Date: 11-16-21

"SURETY"

Philadelphia Indemnity Insurance Company

(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

(Street Address)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Riverside)

On November 17, 2021, before me, Pamela Lee Berg, Notary Public, personally appeared Michael C Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Pamela Lee Berg

PAMELA LEE BERG
Notary Public - California
Riverside County
Commission # 2365159
My Comm. Expires Jul 11, 2025

This area for official notarial seal

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

Pasadena CA 91101
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)
Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: November 12, 2021

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 1 2 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires Jun 25, 2022

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

Notary Public: Vanessa McKenzie

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of NOV 1 2 2021, _____.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Bond No. PB03010408215
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Wilson Sewer Lift Station - Paving Grading & Drainage
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., a California Corporation, (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Wilson Sewer Lift Station - Paving, Grading & Drainage; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and Philadelphia Indemnity Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of *** Dollars ($ 123,200.59), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

One Hundred Twenty-Three Thousand Two Hundred and 59/100

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc., a California Corporation

(Type name of Principal)

1250 Corona Pointe Ct. Ste. 600

(Street Address)

Corona CA 92879

(City) (State) (Zip)

By: _____

(Signature of authorized officer)

Division President

(Title of officer)

Date: 11-16-21

"SURETY"

Philadelphia Indemnity Insurance Company

(Type name of Surety)

800 E. Colorado Blvd., 6th Floor

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California)SS
COUNTY OF Riverside)

On November 17, 2021, before me, Pamela Lee Berg, Notary Public, personally appeared Michael C Taylor, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature
Pamela Lee Berg

PAMELA LEE BERG
Notary Public - California
Riverside County
Commission # 2365159
My Comm. Expires Jul 11, 2025

This area for official notarial seal

Mail Tax Statements To: **SAME AS ABOVE** or Address Shown Below

(Street Address)

Pasadena CA 91101

(City) (State) (Zip)

By: Michelle Haase

(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact

(Title of officer)

Date: November 12, 2021

APPROVED:

City Attorney

ALL- PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On NOV 1 2 2021 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

personally appeared Michelle Haase,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2244611
My Comm. Expires [illegible] 25, 2022

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

INSTRUCTIONS FOR COMPLETING THIS FORM

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- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN, MICHELLE HAASE AND MARTHA BARRERAS OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Montgomery County
My commission expires November 3, 2024
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Bala Cynwyd, PA

My commission expires: November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of NOV 1 2 2021.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

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

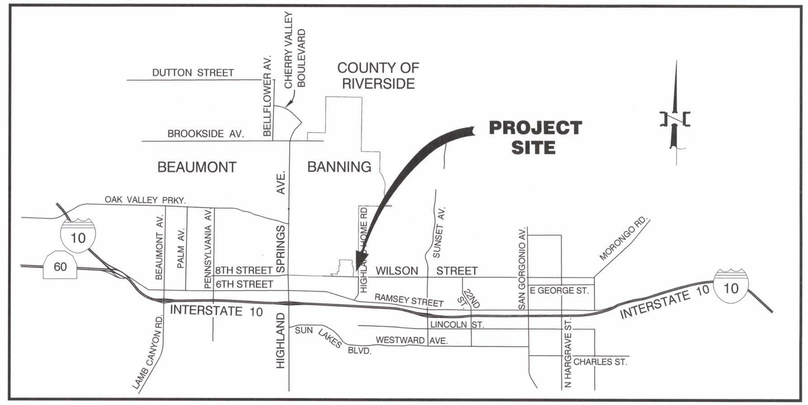
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

(IMP PROJECT ID - WWLS-1)



LOCATION MAP

NOT TO SCALE



VICINITY MAP

NOT TO SCALE

ASSESSORS PARCEL NUMBER

PORTION OF 408-120-020

SITE ADDRESS

4921 W. WILSON STREET
BANNING, CA 92220

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGE 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52°49'02.84" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION = 2534.10

APPLICANT/DEVELOPER

TRI POINTE HOMES
1250 CORONA POINT COURT SUITE 600
CORONA, CA 92879
(951) 428-4400
CONTACT: MICHAEL HEISHMAN

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
or
1-800-422-4133

OWNER

CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
PH: (951)922-3130

FLOOD ZONE NOTE

THE SUBJECT PROPERTY IS DESIGNATED AS LYING WITHIN ZONE "X" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, PANEL NUMBER 816 OF 3805, MAP NUMBER 06065C0816G, DATED AUGUST 28, 2008.

ZONE "X" BEING DEFINED AS "AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

SOURCE OF TOPOGRAPHY

DON READ CORPORATION
501 MERCURY LANE
BREA, CA 92821
714-529-9599
FLOWN DATE: 4-14-2017

ENGINEER'S NOTICE TO CONTRACTOR

THE CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND OR OVERHEAD UTILITIES OR STRUCTURES SHOWN ON THESE PLANS ARE APPROXIMATE. THE ENGINEER ASSUMES NO LIABILITY AS TO THE EXACT LOCATION OF SAID LINES NOT FOR UTILITIES OR IRRIGATION LINES WHOSE LOCATION ARE NOT SHOWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL UTILITY AND IRRIGATION COMPANIES PRIOR TO WORK AND ACCURATELY IDENTIFY THESE LOCATIONS, WHETHER OR NOT SHOWN HEREON. AND IS RESPONSIBLE FOR ANY DAMAGE OR PROTECTION OF THESE LINES. PHASED UTILITY RELOCATIONS MAY BE NECESSARY AND SHALL BE THE CONTRACTOR'S RESPONSIBILITY FOR CLOSELY COORDINATE HIS ACTIVITIES WITH THOSE OF ALL UTILITY COMPANIES. THE CONTRACTOR SHALL CALL IN A LOCATION REQUEST TO UNDERGROUND SERVICE ALERT (U.S.A.) PHONE 1-800-227-2600 TOW (2) WORKING DAYS PRIOR TO DIGGING. NO CONSTRUCTION PERMIT ISSUED BY PUBLIC WORKS DEPARTMENT BE VALID INVOLVING UNDERGROUND FACILITIES UNLESS THE APPLICANT HAS AN INQUIRY IDENTIFICATION NUMBER ISSUED BY U.S.A.

THE ESTIMATED QUANTITY FOR EACH SPECIFIC ITEM OF THE WORK DESIGNATED ON THE PLANS SHALL BE CONSIDERED AS APPROXIMATE ONLY AND NO GUARANTEE IS MADE THAT THE QUANTITIES WHICH CAN ONLY BE DETERMINED BY COMPUTATIONS, BASED ON THE DETAILS AND DIMENSIONS SHOWN ON THE PLANS, WILL EQUAL THE ESTIMATED QUANTITIES. THE ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE OWNER, THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION AND BE RESPONSIBLE FOR HIS OWN CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK, OR PORTION THEREOF, REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

THE CONTRACTOR SHALL VERIFY ALL CONDITIONS AND DIMENSIONS AND SHALL REPORT ALL DISCREPANCIES TO THE OWNER PRIOR TO THE COMMENCEMENT OF WORK.

LEGEND

W	NEW WATER LINE
SS	NEW SEWER CENTER LINE
SSFM	NEW SEWER FORCE MAIN
E	PROPOSED ELECTRICAL
	STREET R/W
	PROPERTY LINE
	PIPE CENTERLINE
	PROPOSED MASONRY BLOCK WALL
	FENCE (TYPE PER PLAN)
	PROPOSED CONCRETE
	PROPOSED VIDEO CAMERA
	PROPOSED POLE MOUNTED LIGHT

ABBREVIATIONS

SEE SHEET 2 FOR ABBREVIATIONS LIST

GENERAL NOTES:

1. A TRAFFIC CONTROL PLAN WILL NOT BE REQUIRED FOR THIS PROJECT.
2. WORK FOR THIS PROJECT WILL NOT CONFLICT WITH THE EXISTING PUBLIC RIGHT-OF-WAY.
3. CONTRACTOR SHALL USE HIS/HER OWN MEANS AND METHODS TO PROTECT EXISTING UTILITIES SHOWN ON THE CONTRACT DRAWINGS DURING CONSTRUCTION ACTIVITIES IN THIS PROJECT. FOR BIDDING PURPOSES A LUMP SUM UNIT BID PRICE SHALL BE USED.
4. ALL SITE PAVING, GRADING , DRAINAGE, ACCESS ROAD, ENTRANCE GATE, CABLE RAILING AND BLOCK WALL IS PER THE ATWELL WILSON SEWER LIFT STATION PAVING, GRADING & DRAINAGE PLAN FOR TENTATIVE TRACT NO. 37389.
5. TRANSFORMER PAD ASSEMBLY IS PER DRY UTILITY CONSULTANT PLANS.
6. SCADA ANTENNA ASSEMBLY IS PER THE CITY OF BANNING SYSTEM INTEGRATOR.
7. SEE SHEET 2 FOR CONTINUATION OF GENERAL NOTES.

RECOMMENDED FOR ACCEPTANCE BY:
MATT BRUDIN, PE.
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.
9/1/21

SHEET INDEX

Sheet No.	DESCRIPTION
SHEET 1	TITLE SHEET
SHEET 2	GENERAL NOTES AND ABBREVIATIONS
SHEET 3	SITE PLAN AND COORDINATE DATA
SHEET 4	MECHANICAL PLAN VIEW
SHEET 5	SECTION VIEWS
SHEET 6	GENERATOR VIEWS AND GRINDER VAULT SECTION
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SHEET 11	STRUCTURAL NOTES AND ABBREVIATIONS
SHEET 12	WET WELL PLAN VIEWS
SHEET 13	WET WELL SECTION VIEWS
SHEET 14	WET WELL SECTION VIEWS
SHEET 15	STRUCTURAL DETAILS
SHEET 16	STRUCTURAL DETAILS
SHEET 17	STRUCTURAL DETAILS
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SHEET 26	PIPING AND INSTRUMENTATION DIAGRAM (P&ID)

UTILITIES

WATER
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
(951)922-3281

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA 92374
(909)792-2187

CABLE
SPECTRUM CABLE
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951)329-9487

SEWER
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
(951)922-3281

TRASH
CITY OF BANNING
c/o WASTE MANAGEMENT
99 E RAMSEY STREET
BANNING, CA 92220
(951)922-3130

STORM DRAIN
CITY OF BANNING
99 E RAMSEY STREET
BANNING, CA 92220
(951)922-3130

ELECTRIC
CITY OF BANNING
176 E LINCOLN STREET
BANNING, CA 92220
(951)922-3260

TELEPHONE
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST STREET
POMONA, CA 92363
(909)397-0042

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

STEVEN R. ANDREWS — No. RCE 31259 — REGISTERED PROFESSIONAL ENGINEER — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SEA ENGINEERING

SCALE:	
DATE:	08/10/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:
City of BANNING — WHERE OPPORTUNITY MEETS QUALITY OF LIFE

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

TITLE SHEET

W.O. NO.

SHEET 1 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 1.dwg Plotted by: cramirez on Aug 19, 2021 - 12:29:15

Proj. Data: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets
Created: 05.10.2021 05:02:53 PM Author: ---
Last Edit: 08.10.2021 03:48:47 PM By: Cramirez

File: Sheet 1.dwg
Plot Scale: 0.143531 Dwg Scale: ---
Plot Date: 08.19.2021 12:29:15 PM By: cramirez

GENERAL SEWER NOTES:

1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE CITY OF BANNING STANDARD DRAWINGS, STANDARD SPECIAL PROVISIONS AND THE LATEST EDITION OF STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, WITH SUPPLEMENTS. ANY VARIATION FROM, OR EXCEPTION TO, THE STANDARDS OR THESE NOTES SHALL BE APPROVED BY THE CITY ENGINEER.

2. NO WORK SHALL BE UNDERTAKEN WITHOUT OBTAINING NECESSARY PERMITS FROM THE CITY. THE SITE SUPERINTENDENT OR FOREMAN SHALL NOTIFY THE ENGINEERING INSPECTOR AT LEAST 48 HOURS IN ADVANCE OF ANY INSPECTION REQUIRED.

3. HOURS OF OPERATION SHALL BE FROM 7:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY. NO WORK SHALL BE CONDUCTED ON WEEKENDS OR HOLIDAYS. OTHER HOURS SHALL REQUIRE WRITTEN AUTHORIZATION FROM THE CITY ENGINEER OR CITY BUILDING OFFICIAL.

4. STATE LAW SB 3019 REQUIRES THE CONTRACTOR TO OBTAIN AN IDENTIFICATION NUMBER FROM UNDERGROUND SERVICE ALERT PRIOR TO THE ISSUANCE OF A CITY ENCROACHMENT PERMIT. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERTS TWO FULL WORKING DAYS (48 HOURS MINIMUM) IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES, INCLUDING PAVEMENT REMOVAL, EXCAVATION AND AC OVERLAY, WHICH COULD AFFECT ANY UNDERGROUND UTILITY.

5. ANY CONTRACTOR PERFORMING WORK ON THIS PROJECT SHALL FAMILIARIZE HIMSELF WITH THE SITE AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO EXISTING FACILITIES RESULTING DIRECTLY OR INDIRECTLY FROM HIS OPERATIONS, WHETHER OR NOT SUCH FACILITIES ARE SHOWN ON THE PLANS.

6. PRIOR TO ANY CONSTRUCTION WORK, WHICH COULD DAMAGE OR CONFLICT WITH UNDERGROUND STRUCTURES OR UTILITIES, THE CONTRACTOR SHALL EXCAVATE INSPECTION HOLES TO DETERMINE THE LOCATION AND DEPTH OF SAID STRUCTURES AND UTILITIES IN THE VICINITY OF, OR WHICH MAY BE AFFECTED BY, THE PROPOSED IMPROVEMENT WORK.

7. PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL EXPOSE AND VERIFY THE LOCATION AND ELEVATION OF ANY EXISTING PIPELINE WHICH IS TO BE JOINED.

8. IF EXISTING UTILITIES OR OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, WORK SHALL STOP AND THE ENGINEER BE NOTIFIED IMMEDIATELY.

9. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY PUBLIC IMPROVEMENTS DAMAGED AS A RESULT OF CONSTRUCTION AS REQUIRED BY THE PUBLIC WORKS INSPECTOR.

10. THE CONTRACTOR SHALL MAINTAIN DUST CONTROL AT ALL TIMES.

11. "AS-BUILT" RECORD DWAWINGS SHALL BE FURNISHED TO THE CITY UPON COMPLETION OF THE PROJECT. RECORD DRAWING SHALL INDICATE CONSTRUCTED LOCATION OF ALL SEWER LATERALS, STUBS FOR FUTURE CONNECTION AND MANHOLE LOCATIONS.

12. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS SHALL NOT RELIEVE THE CONTRACTOR OR THE APPLICANT OF THE RESPONSIBILITY FOR CORRECTION OF ERRORS OR OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.

13. ESTIMATE OF QUANTITIES IS PROVIDED BY THE ENGINEER ONLY FOR THE CONVENIENCE OF THE DEVELOPER. THE CONTRACTOR SHALL MAKE HIS OWN DETERMINATION OF CONSTRUCTION QUANTITIES BEFORE SUBMITTING A BID. ANY ITEM OF WORK REQUIRED BY THESE PLANS WHICH IS NOT SPECIFICALLY LISTED IN THE ESTIMATE OF QUANTITIES SHALL BE CONSIDERED AS INCLUDED IN THE OTHER ITEMS OF WORK.

14. NUTS AND BOLTS WITHIN WET WELL SHALL BE 316 STAINLESS STEEL.

15. THRUST BLOCKS WHERE CALLED OUT ON PLANS OR REQUIRED AND WHERE NOT SHOWN SHALL BE PER CITY OF BANNING.

16. SANITARY SEWER LINES SHALL BE EXTRA STRENGTH VITRIFIED CLAY PIPE (VCP), UNLESS CALLED OUT ON PLANS INCLUDING FITTINGS, ASTM C-700, CLASS D OR AS APPROVED BY THE CITY ENGINEER. TRENCH BEDDING SHALL BE PER CITY OF BANNING STANDARD S-16.

17. FOR SEWER MAINS, COVER, FROM THE TOP OF THE SEWER TO THE FINISHED SURFACE, SHALL BE A MINIMUM OF 5 FEET AND 18 FEET DEPTH MAXIMUM.

18. SEWER AND WATER LINES SHOULD BE SEPARATED AS FAR AS REASONABLE IN BOTH THE HORIZONTAL AND VERTICAL DIRECTIONS WITH SEWERS ALWAYS LOWER THAN WATER LINES. THE MINIMUM HORIZONTAL SEPARATION SHALL BE 10 FEET. FOR PERPENDICULAR CONSTRUCTION, WATER LINES SHALL BE 3 FEET ABOVE SANITARY SEWERS AND SHALL CROSS AT A 90° ANGLE. A LENGTH OF SEWER PIPE SHOULD BE CENTERED AT THE CROSSING SO THAT SEWER JOINTS ARE AT THE MAXIMUM DISTANCE FROM WATER LINE. WHERE THIS CRITERIA IS NOT POSSIBLE, MORE RIGID CONSTRUCTION REQUIREMENTS SPECIFIED IN STANDARD DRAWING 400A AND 400B SHALL BE MET.

19. THE CONTRACTOR SHALL KEEP A RECORD OF THE LOCATION OF WYES, TEES AND SEWER LATERAL STUBS. SUCH RECORDS SHALL BECOME PROPERTY OF THE CITY UPON COMPLETION OF THE CONTRACT.

20. NO TRENCH BACKFILL SHALL TAKE PLACE PRIOR TO APPROVAL FROM THE CITY INSPECTOR.

21. TRENCH COMPACTION SHALL BE IN ACCORDANCE WITH STANDARD DRAWING 109. MANHOLE FRAMES AND COVERS SHALL BE TEMPORARILY SET 4 INCHES BELOW THE FINISH GRADE UNLESS NOTED OTHERWISE.

22. NO SEWAGE OR WATER FROM TESTING AND FLUSHING OPERATIONS SHALL BE DISCHARGED INTO THE CITY SEWER SYSTEM UNLESS AUTHORIZED BY THE CITY INSPECTOR.

23. STRAIGHT PIPE ON CURVES, IN ACCORDANCE WITH SECTION 306-1.2.3D OF THE STANDARD SPECIFICATION FOR PUBLIC WORKS MAY BE USED WHERE APPROVED BY THE CITY ENGINEER. INSPECTION OF CURVED SECTIONS OF SEWER LINES SHALL BE MADE BY THE CONTRACTOR USING TELEVISION CAMERAS DESIGNED FOR THAT PURPOSE. VIDEO RECORDINGS SHALL BE MADE OF THE SECTIONS DESIGNATED BY THE ENGINEER FROM MANHOLE TO MANHOLE TO CLEAN OUT AND WHERE INDICATED ON THE PLANS. RECORDINGS SHALL BECOME PROPERTY OF THE CITY AND PROVIDED ON A DVD OR MEMORY THUMB DRIVE.

24. ALL UNDERGROUND DUCTILE IRON PIPE AND FITTINGS SHALL BE EPOXY LINED AND COATED WITH A FACTORY APPLIED ASPHALTIC MATERIAL UNLESS OTHERWISE NOTED ON THE PLANS AND BE WRAPPED WITH A V-BIO ENHANCED POLYETHYLENE ENCASEMENT INCLUDING A DETECTABLE MARKING TAPE.

25. TRENCHING AND BEDDING SHALL BE PER CITY OF BANNING STD. NO. W-31.

PERMITS

1. A SEPARATE PERMIT SHALL BE OBTAINED FROM THE CITY OF BANNING PUBLIC WORKS DEPARTMENT PRIOR TO COMMENCING ANY WORK WITHIN CITY RIGHTS-OF-WAY, INCLUDING FLOOD CONTROL OR DRAINAGE EASEMENTS.
2. AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS

ABBREVIATIONS

AB	AGGREGATE BASE
AC	ASPHALT CONCRETE
AHD	AHEAD
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
APPD.	APPROVED
APWA	AMERICAN PUBLIC WORKS ASSOCIATION
ASSY.	ASSEMBLY
AVE	AVENUE
A/V	AIR AND VACUUM
AWWA	AMERICAN WATER WORKS ASSOCIATION
BCR	BOLT CIRCLE RADIUS
BOT	BOTTOM
BV	BUTTERFLY VALVE
CATV	CABLE TELEVISION
C/C	CENTER TO CENTER
CF	CURB FACE
CJ	CONSTRUCTION JOINT
CL	CLASS
℄ / C/L	CENTER LINE
CLSM	CONTROLLED LOW STRENGTH MATERIAL
CMC	CEMENT MORTAR COATED
CML	CEMENT MORTAR LINED
CML&C	CEMENT MORTAR LINED AND COATED
CO	CLEAN OUT
CONC.	CONCRETE
CONT.	CONTINUOUS
CPLG.	COUPLING
DET.	DETAIL
DIA	DIAMETER
DIP/DI	DUCTILE IRON PIPE
DR.	DRIVE
E	EAST
EA	EACH
EF	EACH FACE
EL./ELEV.	ELEVATION
ELEC.	ELECTRIC
EP	EDGE OF PAVEMENT
EQ	EQUAL
ETC.	ETCETERA
EW	EACH WAY
EX./EXIST.	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FLG'D	FLANGED
FM	FORCE MAIN
FS	FINISHED SURFACE
GA	GAUGE
GB	GRADE BREAK
GEN	GENERAL
HDPE	HIGH DENSITY POLYETHYLENE
(H)/HORIZ.	HORIZONTAL
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
INT.	INTERSECTION
INV.	INVERT
I/O	INLET/OUTLET
IW	IRRIGATION WATER
JT	JOINT
LF/L.F.	LINEAL FEET
LT.	LEFT
MAT	MAT FOUNDATION
MAX.	MAXIMUM
MG	MILLION GALLONS
MH	MANHOLE
MIN.	MINIMUM
N	NORTH/NEW
NE	NORTHEAST
NO.	NUMBER
NOM.	NOMINAL
N.T.S.	NOT TO SCALE
OC/O.C.	ON CENTER
OD	OUTSIDE DIAMETER
OG	ORIGINAL GROUND
PEM	POLYETHYLENE MEDIUM DENSITY MATERIAL
P.O.C.	POINT OF CONNECTION
PR/PROP.	PROPOSED
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
RCP	REINFORCED CONCRETE PIPE
RD	ROAD
REQ'D	REQUIRED
REQMTS	REQUIREMENTS
RGS	RIGID GALVANIZED STEEL
RP	REDUCE PRESSURE
RT.	RIGHT
R/W	RIGHT-OF-WAY
S	SLOPE/SOUTH
SCH	SCHEDULE
SEW / SS	SEWER
SFTD	SLOPE FLOOR TO DRAIN
SHT	SHEET
S.S / S/S	STAINLESS STEEL
S.P.	STEEL PIPE
SPECS	SPECIFICATIONS
ST.	STREET
STA	STATION
STD.	STANDARD
STL.	STEEL
T	TELEPHONE
t	THICKNESS
T&B	TOP AND BOTTOM
THK	THICK
TYP.	TYPICAL
UBC	UNIFORM BUILDING CODE
U.N.O.	UNLESS NOTED OTHERWISE
(V)/VERT.	VERTICAL
VCP	VITRIFIED CLAY PIPE
W	WATER/WEST
WL	WATER LEVEL
WM	WATER METER
W.S.P.	WELDED STEEL PIPE
WV	WATER VALVE
W.W.F.	WELDED WIRE FABRIC
W/O	WEST OF
W/	WITH

MAJOR EQUIPMENT LIST:

QUANTITY	DESCRIPTION
1	219kVA/175kW CATERPILLAR DIESEL ENGINE GENERATOR ASSEMBLY AND SOUND ENCLOSURE
3	45 HP SUBMERSIBLE PUMP FLYGT MODEL NP3202 (1 SPARE)
1	MOTORIZED 1-TON JIB CRANE ASSEMBLY GORBEL MODEL ECMT-2016
1	GRINDER PUMP ACCESS HATCH 4'x5' OPENING, H-20 RATED BILCO COMPANY MODEL JD-ALH20
1	5 HP SUMBERSIBLE CHANNEL FLEX GRINDER PUMP ASSEMBLY MUFFIN MONSTER, MODEL CMF1818-M2.0E
1	PUMP ACCESS HATCH 4'x8' OPENING, H-20 RATED BILCO COMPANY MODEL JD-ALH20
1	MOTOR CONTROL CENTER ASSEMBLY WITH SUNSHADE
1	12" ELECTROMAGNETIC FLOW METER, McCROMETER ULTRAMAG UM06
3	8" ECCENTRIC PLUG VALVE WITH HANDWHEEL OPERATOR, DEZURIK
1	12" ECCENTRIC PLUG VALVE WITH HANDWHEEL OPERATOR, DEZURIK

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES

		UNIT	QTY
1	FURNISH AND INSTALL POURED IN PLACE 10'X10'x25' CONCRETE WET WELL AND 7'x10'x16' CONCRETE GRINDER VAULT PER STRUCTURAL DRAWINGS INCLUDING XYPEX WATERPROOFING AND CONCRETE SHELFS AS SHOWN ON DRAWINGS AND SPECIFICATIONS.	LS	1
2	FURNISH AND INSTALL 4'X8' INSIDE CLEAR OPENING WET WELL ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 8' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE PER HALLIDAY PRODUCTS.	LS	1
3	FURNISH AND INSTALL 45HP SUBMERSIBLE SEWAGE PUMP AND MOTOR AS MANUFACTURED BY XYLEM WATER SOLUTION USA, INC., FLYGT MODEL NP 3202 WITH GUIDE RAILS AND BRACKETS, SUBCAB SUBMERSIBLE CABLE AND FLS LEAKAGE DETECTOR PER SPECIFICATIONS.	EA	3
4	FURNISH AND INSTALL PIPE PENETRATION PER DETAIL (1/7)	EA	6
5	FURNISH AND INSTALL 8" EPOXY LINED AND COATED DI 90° BEND (FLG'D).	EA	6
6	FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON PIPE, CLASS 350 (FLGxPE).	LF	16
7	FURNISH AND INSTALL 8" RESTRAINED COUPLING ADAPTER ROMAC STYLE ALPHA OR EQUAL.	EA	3
8	FURNISH AND INSTALL 8" SWING CHECK VALVE (FLG'D), APCO MODEL CVS-250 AS MANUFACTURED BY DEZURIK, INC.	EA	3
9	FURNISH AND INSTALL UNIVERSAL SHIELDED SEWER COUPLING AS MANUFACTURED BY MAXADAPTER MODEL MAX13 OR EQUAL INCLUDING REMOVAL OF WATER-TIGHT CAP.	LS	1
10	FURNISH AND INSTALL 15" PVC SDR 26 PIPE, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31.	LF	41
11	FURNISH AND INSTALL 8" RED VALVE SERIES 48 PRESSURE SENSOR ASSEMBLY PER DETAIL (4/7)	EA	3
12	FURNISH AND INSTALL 8" ECCENTRIC PLUG VALVE HANDWHEEL OPERATED AS MANUFACTURED BY DEZURIK, INC.	EA	3
13	FURNISH AND INSTALL 8"x12" EPOXY LINED AND COATED DUCTILE IRON LONG RADIUS 90° BEND (FLG'D).	EA	1
14	FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON SPOOL (FLG'D).	LF	25
15	FURNISH AND INSTALL 12" DI BLIND FLANGE.	EA	1
16	FURNISH AND INSTALL 12"x12"x12" EPOXY LINED AND COATED DUCTILE IRON WYE (FLG'D).	EA	2
17	FURNISH AND INSTALL 8"x12" EPOXY LINED AND COATED DUCTILE IRON REDUCER (FLG'D).	EA	2
18	FURNISH AND INSTALL PRESSURE TRANSDUCER ASSEMBLY PER DETAIL (6/7)	LS	1
19	FURNISH AND INSTALL 8" DISMANTLING JOINT MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.	EA	3
20	FURNISH AND INSTALL LIGHT POLE ASSEMBLY AND VIDEO CAMERA WHERE SHOWN ON PLANS PER DETAIL (15/8)	EA	1
21	FURNISH AND INSTALL 12" ULTRA MAG ELETROMAGNETIC FLOW METER MODEL UM06 (FLG'D) OR EQUAL.	EA	1
22	FURNISH AND INSTALL 12" ECCENTRIC PLUG VALVE HANDWHEEL OPERATED AS MANUFACTURED BY DEZURIK, INC.	EA	1
23	FURNISH AND INSTALL 12" EPOXY LINED AND COATED DUCTILE IRON 90° BEND (FLG'D).	EA	2
24	FURNISH AND INSTALL 12" EPOXY LINED AND COATED DUCTILE IRON PIPE (FLGxFLG).	LF	5
25	FURNISH AND INSTALL 12" RED VALVE SERIES 48 PRESSURE SENSOR ASSEMBLY PER DETAIL (4/7)	LS	1
26	FURNISH AND INSTALL COMBUSTIBLE GAS SENSOR ASSEMBLY PER DETAIL (14/8)	LS	1
27	FURNISH AND INSTALL WET WELL INTERIOR POLYURETHANE PROTECTIVE COATING SYSTEM, APPLY 80 MILS THICK PER SPECIFICATIONS.	LS	1
28	FURNISH AND INSTALL FLOAT SWITCH ASSEMBLY SERIES FSW2, PVC CABLE, SPDT INCLUDING MOUNTING BRACKET A-459 AS MANUFACTURED BY DWYER INSTRUMENT, INC. OR EQUAL	LS	2
29	FURNISH AND INSTALL 12" THICK CONCRETE PIPE PAD PER SHEET 14.	LS	1
30	FURNISH AND INSTALL ADJUSTABLE PIPE SUPPORT PER DETAIL (5/7)	EA	7
31	FURNISH AND INSTALL PIPE PENETRATION PER DETAIL (3/7)	EA	4

NOTES:

1. QUANTITIES SHOWN ABOVE SHALL NOT BE USED FOR BIDDING PURPOSES, CONTRACTOR SHALL ESTABLISH HIS OWN QUANTITIES FOR BIDDING.

CONSTRUCTION NOTES AND ESTIMATED QUANTITIES (CONT.)

		UNIT	QTY
32	FURNISH AND INSTALL 8" EPOXY LINE AND COATED DUCTILE IRON 90° BEND (MJxMJ) INCLUDING RESTRAINED FLANGE ADAPTERS PER EBBA IRON OR EQUAL.	EA	3
33	FURNISH AND INSTALL 12" EPOXY LINE AND COATED DUCTILE IRON 90° BEND (MJxMJ) INCLUDING RESTRAINED FLANGE ADAPTERS PER EBBA IRON OR EQUAL.	EA	1
34	FURNISH AND INSTALL PIPE SUPPORT PER DETAIL (2/7)	EA	12
35	FURNISH AND INSTALL SUBMERSIBLE PRESSURE TRANSMITTER ASSEMBLY WIKA MODEL LS-10 WITH LEVEL GUARD ANTI-CLOG ATTACHMENT AND ADDITIONAL WEIGHTS AS REQUIRED.	LS	1
36	FURNISH AND INSTALL 6"x8" EPOXY LINED AND COATED DUCTILE IRON REDUCER (FLG'D).	EA	3
37	FURNISH AND INSTALL 12" THICK LAYER OF CRUSHED ROCK SUB BASE FOR WET WELL PER SPECIFICATIONS.	CY	8
38	FURNISH AND INSTALL 2" COMBINATION AIR RELEASE VALVE ASSEMBLY PER SPECIFICATIONS AND DETAIL (12/8)	EA	3
39	FURNISH AND INSTALL CONCRETE GROUT WET WELL FILLETS PER DETAIL (30/17)	LS	2
40	FURNISH AND INSTALL FIRE EXTINGUISHER ASSEMBLY PER SPECIFICATIONS.	EA	1
41	FURNISH AND INSTALL ELECTRICAL CABINET ASSEMBLY INCLUDING CONCRETE HOUSEKEEPING PAD PER ELECTRICAL DRAWINGS.	LS	1
42	FURNISH AND INSTALL ALL ELECTRICAL CONDUIT(S) AND WIRE(S) AS SHOWN ON ELECTRICAL DRAWINGS INCLUDING RED OXIDE PIGMENTED CONCRETE ENCASEMENT.	LS	1
43	FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON PIPE, CLASS 350 (PExPE).	LF	6
44	FURNISH AND INSTALL CONCRETE GENERATOR PAD WITH 8" WIDE CONTAINMENT CURB PER SHEET 6.	LS	1
45	FURNISH AND INSTALL FLOAT SWITCH ASSEMBLY SERIES FSW2, PVC CABLE, SPDT INCLUDING MOUNTING BRACKET A-459 AS MANUFACTURED BY DWYER INSTRUMENT, INC. OR EQUAL	LS	1
46	FURNISH AND INSTALL CAT C7.1 219kVA/175kW EMERGENCY STANDBY DIESEL ENGINE GENERATOR ASSEMBLY WITH SOUND LEVEL 2 ENCLOSURE INCLUDING DIESEL SUBBASE FUEL TANK ASSEMBLY AND RYPOS HDPF DIESEL PARTICULATE FILTER PER SPECIFICATIONS.	LS	1
47	FURNISH AND INSTALL MAST FOR RADIO/ANTENNA PER DETAIL (32A/17)	LS	1
48	FURNISH AND INSTALL 12" DISMANTLING JOINT MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.	EA	1
49	FURNISH AND INSTALL 12" EPOXY LINED AND COATED 90° DI BASE ELBOW.	EA	2
50	FURNISH AND INSTALL 8" EPOXY LINED AND CONCRETE MORTAR COATED DI SPOOL, CLASS 350 (FLGxPE).	LF	23
51	FURNISH AND INSTALL 12" EPOXY LINED AND CONCRETE MORTAR COATED DI SPOOL, CLASS 350 (FLGxPE).	LF	8
52	FURNISH AND INSTALL MOTORIZED JIB CRANE ASSEMBLY MODEL FS300-14-W12 MANUFACTURED BY GORBEL WITH A 1-TON MOTORIZED TROLLEY MODEL ECMT-2016 MANUFACTURED BY COFFING AND DETAIL (16/8)	LS	1
53	FURNISH AND INSTALL CHANNEL MONSTER FLEX GRINDER WITH IMMERSIBLE 5 HP MOTOR ASSEMBLY INCLUDING CHANNEL FRAME, GUIDERAIL AND LIFTING BAIL MODEL CMF1818-M2.0E MANUFACTURED BY MUFFIN MONSTER.	LS	1
54	FURNISH AND INSTALL 4'x5' INSIDE CLEAR OPENING GRINDER ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 4' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE PER HALLIDAY PRODUCTS.	LS	1
55	FURNISH AND INSTALL 2" SOLENOID VALVE FOR WET WELL FILL ASSEMBLY AND 3/4" PIPING FOR HOSE BIB ASSEMBLY PER DETAIL (9/7) (10/7)	LS	1
56	FURNISH AND INSTALL 20' WIDE TUBULAR STEEL SINGLE DOOR ACCESS GATE PER SHEET 9.	LS	1
57	FURNISH AND INSTALL LIGHT POLE ASSEMBLY AND VIDEO CAMERA WHERE SHOWN ON PLANS PER DETAIL (15/8)	EA	1
58	FURNISH AND INSTALL 6" PVC SCHEDULE 80 SOLVENT WELD PIPE (L=13') (FLUSHING/WASHDOWN) INCLUDING ALL FITTINGS, PIPE SUPPORTS AND APPURTENANCES AS REQUIRED.	LS	1
59	FURNISH AND INSTALL PRESSURE GAUGE, pH SENSOR, TDS (TOROIDAL) SENSOR AND SAMPLE TAP PER DETAIL (13/8)	LS	1
60	FURNISH AND INSTALL ELECTRICAL CANOPY ASSEMBLY PER SHEET 18.	LS	1
61	FURNISH AND INSTALL 2" PVC SCHEDULE 40 WATER LINE FOR WET WELL FILL SYSTEM PER DETAIL (9/7)	LF	15
62	FURNISH AND INSTALL CONTROLLED LOW STRENGTH MATERIAL (CLSM) SUBASE FOR GRINDER VAULT ASSEMBLY PER SPECIFICATIONS.	CY	33
63	FURNISH AND INSTALL 4" PVC SCHEDULE 40 PIPE (L=10 1/2") WITH ADAPTER(SxFPT) AND CAP (FPT).	LS	2
64	FURNISH AND INSTALL COMBUSTIBLE GAS SENSOR ASSEMBLY PER DETAIL (14/8)	LS	1
65	FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON SPOOL (MJxPE)	LF	2
66	FURNISH AND INSTALL 2" COOPER WATER LINE TYPE K AND FITTINGS FOR WET WELL FILL SYSTEM PER DETAIL (9/7)	LF	62
67	FURNISH AND INSTALL A NYLON COATED 3/8" 7x9 TYPE 304 STAINLESS STEEL WIRE ROPE SLING WITH EYE AND EYE HOOK ASSEMBLY.	LS	1
68	FURNISH AND INSTALL 4" PVC SCHEDULE 40 DRAIN PIPE (L=1 FT) WITH END CAP.	LF	2

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REVISIONS			
MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:
City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

GENERAL NOTES AND ABBREVIATIONS

W.O. NO.

SHEET 2 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 2.dwg Plotted by: cramirez on Aug 19, 2021 - 12:46:17

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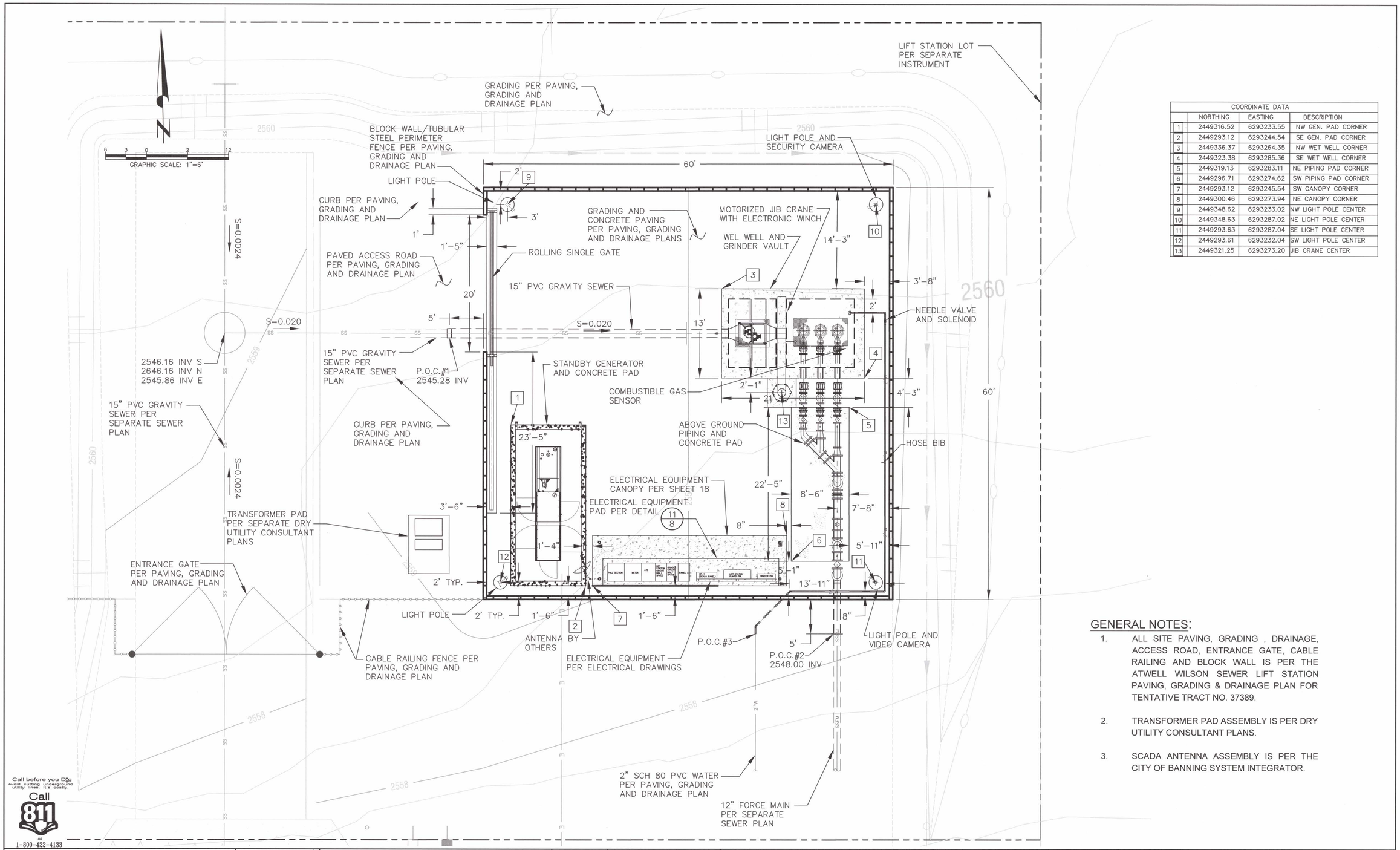

COORDINATE DATA			
	NORTHING	EASTING	DESCRIPTION
1	2449316.52	6293233.55	NW GEN. PAD CORNER
2	2449293.12	6293244.54	SE GEN. PAD CORNER
3	2449336.37	6293264.35	NW WET WELL CORNER
4	2449323.38	6293285.36	SE WET WELL CORNER
5	2449319.13	6293283.11	NE PIPING PAD CORNER
6	2449296.71	6293274.62	SW PIPING PAD CORNER
7	2449293.12	6293245.54	SW CANOPY CORNER
8	2449300.46	6293273.94	NE CANOPY CORNER
9	2449348.62	6293233.02	NW LIGHT POLE CENTER
10	2449348.63	6293287.02	NE LIGHT POLE CENTER
11	2449293.63	6293287.04	SE LIGHT POLE CENTER
12	2449293.61	6293232.04	SW LIGHT POLE CENTER
13	2449321.25	6293273.20	JIB CRANE CENTER

GENERAL NOTES:

1. ALL SITE PAVING, GRADING , DRAINAGE, ACCESS ROAD, ENTRANCE GATE, CABLE RAILING AND BLOCK WALL IS PER THE ATWELL WILSON SEWER LIFT STATION PAVING, GRADING & DRAINAGE PLAN FOR TENTATIVE TRACT NO. 37389.
2. TRANSFORMER PAD ASSEMBLY IS PER DRY UTILITY CONSULTANT PLANS.
3. SCADA ANTENNA ASSEMBLY IS PER THE CITY OF BANNING SYSTEM INTEGRATOR.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

STEVEN R. ANDREWS — No. RCE 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

City of BANNING — PROUDLY PROFESSIONAL — EXCELLENT OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — 9/9/21 DATE

APPROVED BY:

ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — 9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

SITE PLAN AND COORDINATE DATA

W.O. NO.

SHEET 3 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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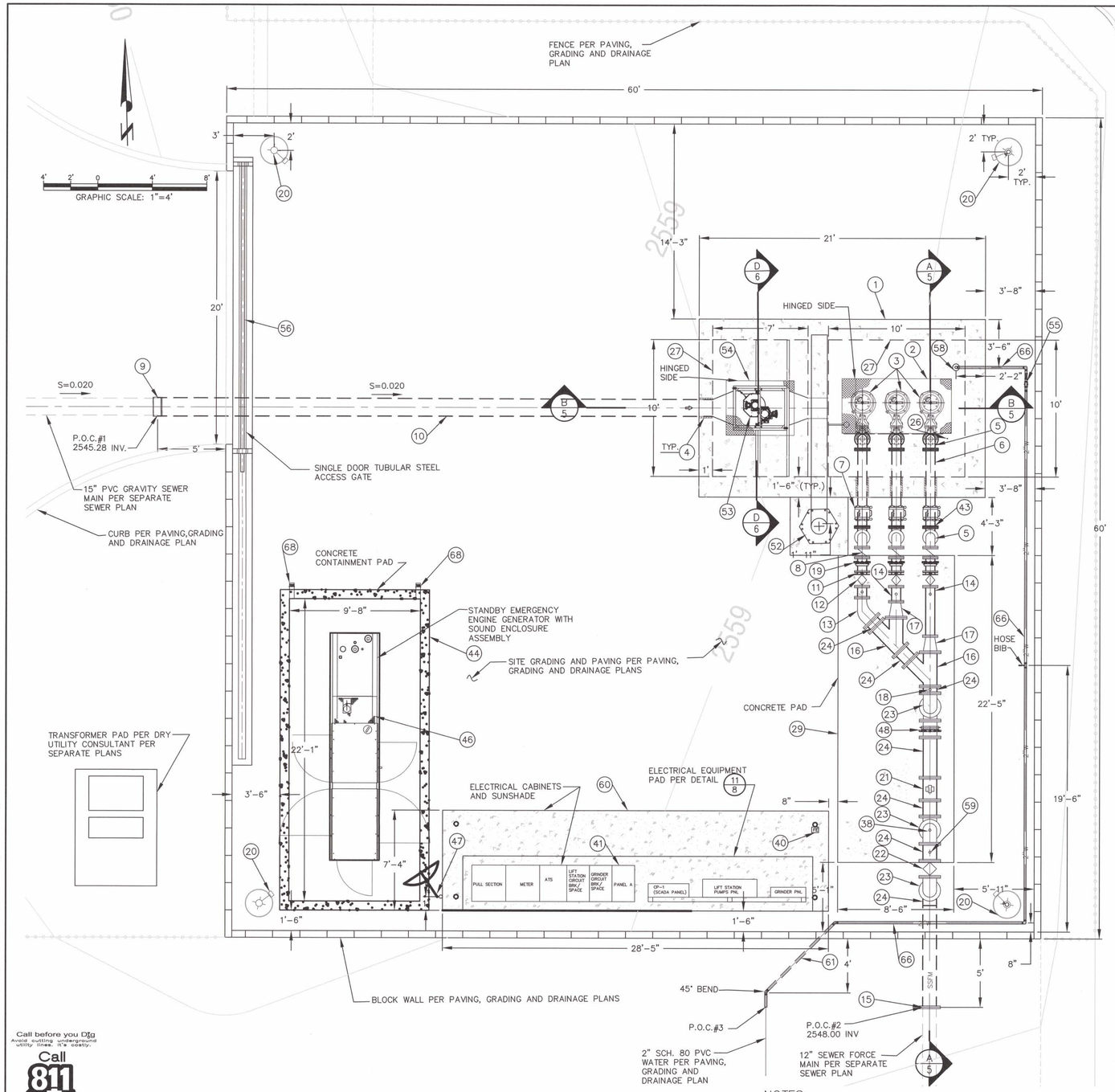

CONSTRUCTION NOTES

1. FURNISH AND INSTALL POURED IN PLACE 10'X10'x25' CONCRETE WET WELL AND 7'x10'x16' CONCRETE GRINDER VAULT PER STRUCTURAL DRAWINGS INCLUDING XYPEX WATERPROOFING AND CONCRETE SHELFS AS SHOWN ON DRAWINGS AND SPECIFICATIONS.
2. FURNISH AND INSTALL 4'X8' INSIDE CLEAR OPENING WET WELL ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 8' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE ASSEMBLY PER HALLIDAY PRODUCTS.
3. FURNISH AND INSTALL 45HP SUBMERSIBLE SEWAGE PUMP AND MOTOR AS MANUFACTURED BY XYLEM WATER SOLUTION USA, INC., FLYGT MODEL NP 3202 WITH GUIDE RAILS AND BRACKETS, SUBCAB SUBMERSIBLE CABLE AND FLS LEAKAGE DETECTOR PER SPECIFICATIONS.
4. FURNISH AND INSTALL PIPE PENETRATION PER DETAIL 1/7
5. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DI 90° BEND (FLG'D).
6. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON PIPE, CLASS 350 (FLGxPE).
7. FURNISH AND INSTALL 8" RESTRAINED COUPLING ADAPTER ROMAC STYLE ALPHA OR EQUAL.
8. FURNISH AND INSTALL 8" SWING CHECK VALVE (FLG'D), APCO MODEL CVS-250 AS MANUFACTURED BY DEZURIK, INC.
9. FURNISH AND INSTALL UNIVERSAL SHIELDED SEWER COUPLING AS MANUFACTURED BY MAXADAPTER MODEL MAX13 OR EQUAL INCLUDING REMOVAL OF WATER-TIGHT CAP.
10. FURNISH AND INSTALL 15" PVC SDR 26 PIPE, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31.
11. FURNISH AND INSTALL 8" RED VALVE SERIES 48 PRESSURE SENSOR ASSEMBLY PER DETAIL 4/7
12. FURNISH AND INSTALL 8" ECCENTRIC PLUG VALVE HANDWHEEL OPERATED AS MANUFACTURED BY DEZURIK, INC.
13. FURNISH AND INSTALL 8"x12" EPOXY LINED AND COATED DUCTILE IRON LONG RADIUS 90° BEND (FLG'D).
14. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON SPOOL (FLG'D).
15. FURNISH AND INSTALL 12" DI BLIND FLANGE.
16. FURNISH AND INSTALL 12"x12"x12" EPOXY LINED AND COATED DUCTILE IRON WYE (FLG'D).
17. FURNISH AND INSTALL 8"x12" EPOXY LINED AND COATED DUCTILE IRON REDUCER (FLG'D).
18. FURNISH AND INSTALL PRESSURE TRANSDUCER ASSEMBLY PER DETAIL 6/7
19. FURNISH AND INSTALL 8" DISMANTLING JOINT MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.
20. FURNISH AND INSTALL LIGHT POLE ASSEMBLY AND VIDEO CAMERA WHERE SHOWN ON PLANS PER DETAIL 15/8
21. FURNISH AND INSTALL 12" ULTRA MAG ELETROMAGNETIC FLOW METER MODEL UM06 (FLG'D) OR EQUAL.
22. FURNISH AND INSTALL 12" ECCENTRIC PLUG VALVE HANDWHEEL OPERATED AS MANUFACTURED BY DEZURIK, INC.
23. FURNISH AND INSTALL 12" EPOXY LINED AND COATED DUCTILE IRON 90° BEND (FLG'D).
24. FURNISH AND INSTALL 12" EPOXY LINED AND COATED DUCTILE IRON PIPE (FLGxFLG).
26. FURNISH AND INSTALL COMBUSTIBLE GAS SENSOR ASSEMBLY PER DETAIL 14/8
27. FURNISH AND INSTALL WET WELL INTERIOR POLYURETHANE PROTECTIVE COATING SYSTEM, APPLY 80 MILS THICK PER SPECIFICATIONS.
29. FURNISH AND INSTALL 12" THICK CONCRETE PIPE PAD PER SHEET 14.
38. FURNISH AND INSTALL 2" COMBINATION AIR RELEASE VALVE ASSEMBLY PER SPECIFICATIONS AND DETAIL 12/8
40. FURNISH AND INSTALL FIRE EXTINGUISHER ASSEMBLY PER SPECIFICATIONS.
41. FURNISH AND INSTALL ELECTRICAL CABINET ASSEMBLY INCLUDING CONCRETE HOUSEKEEPING PAD PER ELECTRICAL DRAWINGS.
42. FURNISH AND INSTALL ALL ELECTRICAL CONDUIT(S) AND WIRE(S) AS SHOWN ON ELECTRICAL DRAWINGS INCLUDING RED OXIDE PIGMENTED CONCRETE ENCASEMENT.
43. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON PIPE, CLASS 350 (PExPE).
44. FURNISH AND INSTALL CONCRETE GENERATOR PAD WITH 8" WIDE CONTAINMENT CURB PER SHEET 6.
46. FURNISH AND INSTALL CAT C7.1 219kVA/175kW EMERGENCY STANDBY DIESEL ENGINE GENERATOR ASSEMBLY WITH SOUND LEVEL 2 ENCLOSURE INCLUDING DIESEL SUBBASE FUEL TANK ASSEMBLY AND RYPOS HDPF DIESEL PARTICULATE FILTER PER SPECIFICATIONS.
47. FURNISH AND INSTALL MAST FOR RADIO/ANTENNA PER DETAIL 32A/17
48. FURNISH AND INSTALL 12" DISMANTLING JOINT MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.
52. FURNISH AND INSTALL MOTORIZED JIB CRANE ASSEMBLY MODEL FS300-14-W12 MANUFACTURED BY GORBEL WITH A 1-TON MOTORIZED TROLLEY MODEL ECMT-2016 MANUFACTURED BY COFFING AND DETAIL 16/8
53. FURNISH AND INSTALL CHANNEL MONSTER FLEX GRINDER WITH IMMERSIBLE 5 HP MOTOR ASSEMBLY INCLUDING CHANNEL FRAME, GUIDERAIL AND LIFTING BAIL MODEL CMF1818-M2.0E MANUFACTURED BY MUFFIN MONSTER.
54. FURNISH AND INSTALL 4'x5' INSIDE CLEAR OPENING GRINDER ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 5' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE ASSEMBLY PER HALLIDAY PRODUCTS.
55. FURNISH AND INSTALL 2" SOLENOID VALVE FOR WET WELL FILL ASSEMBLY AND 3/4" PIPING FOR HOSE BIB ASSEMBLY PER DETAIL 9/7 10/7
56. FURNISH AND INSTALL 20' WIDE TUBULAR STEEL SINGLE DOOR ACCESS GATE PER SHEET 9.
58. FURNISH AND INSTALL 6" PVC SCHEDULE 80 SOLVENT WELD PIPE (L=13') (FLUSHING/WASHDOWN) INCLUDING ALL FITTINGS, PIPE SUPPORTS AND APPURTENANCES AS REQUIRED.
59. FURNISH AND INSTALL PRESSURE GAUGE, pH SENSOR, TDS (TOROIDAL) SENSOR AND SAMPLE TAP PER DETAIL 13/8
60. FURNISH AND INSTALL ELECTRICAL CANOPY ASSEMBLY PER SHEET 18.
61. FURNISH AND INSTALL 2" PVC SCHEDULE 40 WATER LINE FOR WET WELL FILL SYSTEM PER DETAIL 9/7
66. FURNISH AND INSTALL 2" COOPER WATER LINE TYPE K AND FITTINGS FOR WET WELL FILL SYSTEM PER DETAIL 9/7
68. FURNISH AND INSTALL 4" PVC SCHEDULE 40 DRAIN PIPE (L=1 FT) WITH END CAP.

NOTES:

CONSTRUCTION NOTES 5,6,7,8,11,12 AND 19 ARE TYPICAL FOR THIS SHEET.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SAE ENGINEERING

SCALE:	
	AS SHOWN
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

MECHANICAL PLAN VIEW

W.O. NO.

SHEET 4 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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Last Edit: 08.10.2021 03:46:55 PM By: Cramirez
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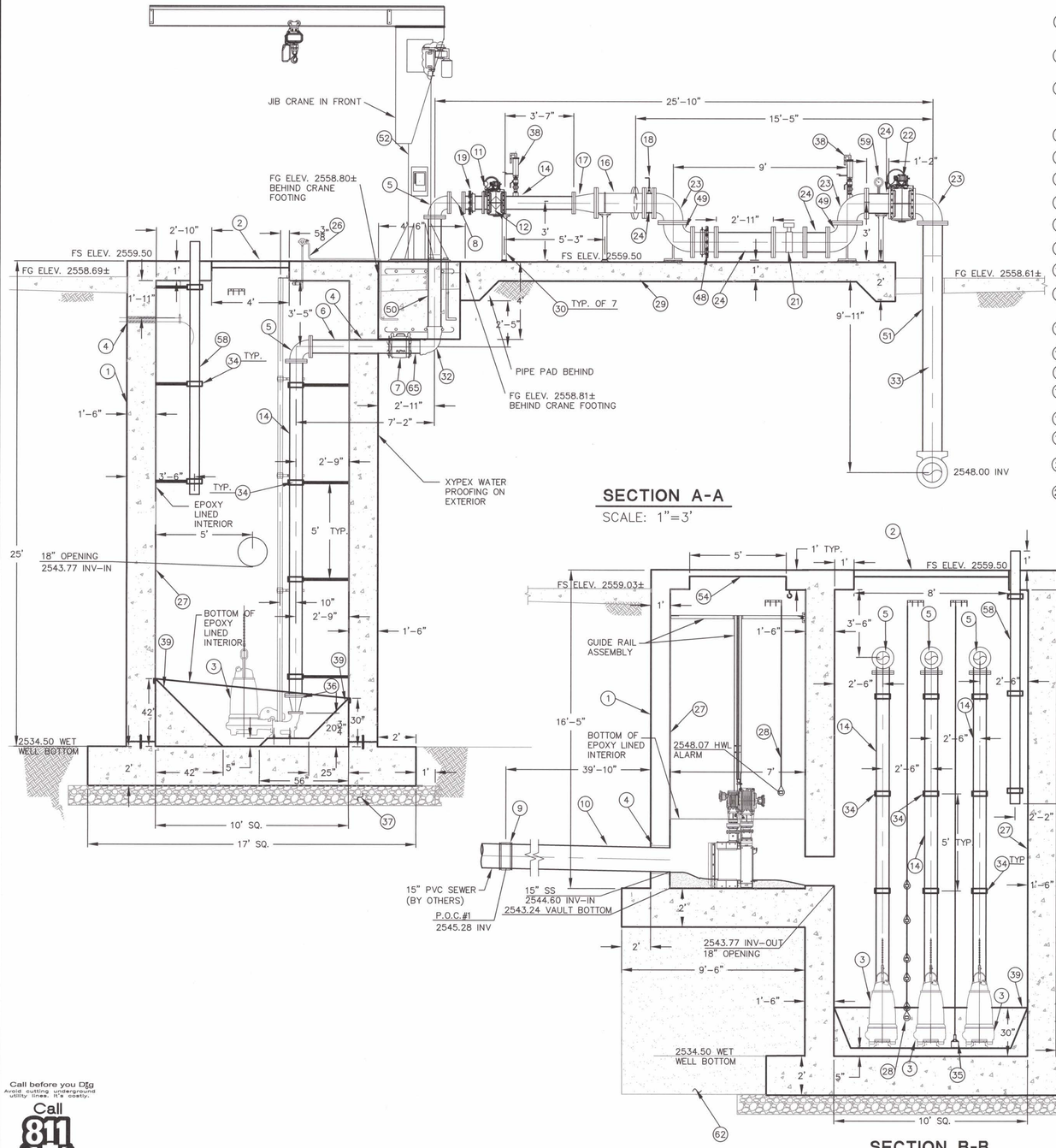
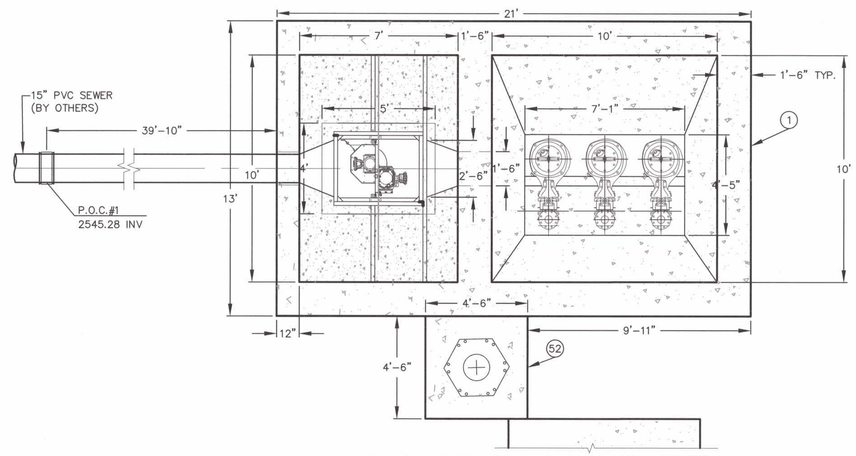


SECTION A-A

SCALE: 1"=3'

SECTION B-B

SCALE: 1"=3'



PLAN VIEW AT ELEVATION 2550

SCALE: 1"=3'

CONSTRUCTION NOTES

1. FURNISH AND INSTALL POURED IN PLACE 10'X10'x25' CONCRETE WET WELL AND 7'x10'x16' CONCRETE GRINDER VAULT PER STRUCTURAL DRAWINGS INCLUDING XYPEX WATERPROOFING AND CONCRETE SHELFS AS SHOWN ON DRAWINGS AND SPECIFICATIONS.
2. FURNISH AND INSTALL 4'X8' INSIDE CLEAR OPENING WET WELL ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 8' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE ASSEMBLY PER HALLIDAY PRODUCTS.
3. FURNISH AND INSTALL 45HP SUBMERSIBLE SEWAGE PUMP AND MOTOR AS MANUFACTURED BY XYLEM WATER SOLUTION USA, INC., FLYGT MODEL NP 3202 WITH GUIDE RAILS AND BRACKETS, SUBCAB SUBMERSIBLE CABLE AND FLS LEAKAGE DETECTOR PER SPECIFICATIONS.
4. FURNISH AND INSTALL PIPE PENETRATION PER DETAIL 1/7
5. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DI 90° BEND (FLG'D).
6. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON PIPE, CLASS 350 (FLGxPE).
7. FURNISH AND INSTALL 8" RESTRAINED COUPLING ADAPTER ROMAC STYLE ALPHA OR EQUAL.
8. FURNISH AND INSTALL 8" SWING CHECK VALVE (FLG'D), APCO MODEL CVS-250 AS MANUFACTURED BY DEZURIK, INC.
9. FURNISH AND INSTALL UNIVERSAL SHIELDED SEWER COUPLING AS MANUFACTURED BY MAXADAPTER MODEL MAX13 OR EQUAL INCLUDING REMOVAL OF WATER-TIGHT CAP.
10. FURNISH AND INSTALL 15" PVC SDR 26 PIPE, TRENCHING AND BEDDING PER CITY OF BANNING STD. NO. W-31.
11. FURNISH AND INSTALL 8" RED VALVE SERIES 48 PRESSURE SENSOR ASSEMBLY PER DETAIL 4/7
12. FURNISH AND INSTALL 8" ECCENTRIC PLUG VALVE HANDWHEEL OPERATED AS MANUFACTURED BY DEZURIK, INC.
14. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON SPOOL (FLG'D).
16. FURNISH AND INSTALL 12"x12"x12" EPOXY LINED AND COATED DUCTILE IRON WYE (FLG'D).
17. FURNISH AND INSTALL 8"x12" EPOXY LINED AND COATED DUCTILE IRON REDUCER (FLG'D).
18. FURNISH AND INSTALL PRESSURE TRANSDUCER ASSEMBLY PER DETAIL 6/7
19. FURNISH AND INSTALL 8" DISMANTLING JOINT MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.
21. FURNISH AND INSTALL 12" ULTRA MAG ELETROMAGNETIC FLOW METER MODEL UM06 (FLG'D) OR EQUAL.
22. FURNISH AND INSTALL 12" ECCENTRIC PLUG VALVE HANDWHEEL OPERATED AS MANUFACTURED BY DEZURIK, INC.
23. FURNISH AND INSTALL 12" EPOXY LINED AND COATED DUCTILE IRON 90° BEND (FLG'D).
24. FURNISH AND INSTALL 12" EPOXY LINED AND COATED DUCTILE IRON PIPE (FLGxFLG).
26. FURNISH AND INSTALL COMBUSTIBLE GAS SENSOR ASSEMBLY PER DETAIL 14/8
27. FURNISH AND INSTALL WET WELL INTERIOR POLYURETHANE PROTECTIVE COATING SYSTEM, APPLY 80 MILS THICK PER SPECIFICATIONS.
28. FURNISH AND INSTALL FLOAT SWITCH ASSEMBLY SERIES FSW2, PVC CABLE, SPDT INCLUDING MOUNTING BRACKET A-459 AS MANUFACTURED BY DWYER INSTRUMENT, INC. OR EQUAL
29. FURNISH AND INSTALL 12" THICK CONCRETE PIPE PAD PER SHEET 14.
30. FURNISH AND INSTALL ADJUSTABLE PIPE SUPPORT PER DETAIL 5/7
31. FURNISH AND INSTALL PIPE PENETRATION PER DETAIL 3/7
32. FURNISH AND INSTALL 8" EPOXY LINE AND COATED DUCTILE IRON 90° BEND (MJxMJ) INCLUDING RESTRAINED FLANGE ADAPTERS PER EBBA IRON OR EQUAL.
33. FURNISH AND INSTALL 12" EPOXY LINE AND COATED DUCTILE IRON 90° BEND (MJxMJ) INCLUDING RESTRAINED FLANGE ADAPTERS PER EBBA IRON OR EQUAL.
34. FURNISH AND INSTALL PIPE SUPPORT PER DETAIL 2/7
35. FURNISH AND INSTALL SUBMERSIBLE PRESSURE TRANSMITTER ASSEMBLY WIKA MODEL LS-10 WITH LEVEL GUARD ANTI-CLOG ATTACHMENT AND ADDITIONAL WEIGHTS AS REQUIRED.
36. FURNISH AND INSTALL 6"x8" EPOXY LINED AND COATED DUCTILE IRON REDUCER (FLG'D).
37. FURNISH AND INSTALL 12" THICK LAYER OF CRUSHED ROCK SUB BASE FOR WET WELL PER SPECIFICATIONS.
38. FURNISH AND INSTALL 2" COMBINATION AIR RELEASE VALVE ASSEMBLY PER SPECIFICATIONS AND DETAIL 12/8
39. FURNISH AND INSTALL CONCRETE GROUT WET WELL FILLETS PER DETAIL 30/17
48. FURNISH AND INSTALL 12" DISMANTLING JOINT MANUFACTURED BY ROMAC INDUSTRIES INC. OR EQUAL.
49. FURNISH AND INSTALL 12" EPOXY LINED AND COATED 90° DI BASE ELBOW.
50. FURNISH AND INSTALL 8" EPOXY LINED AND CONCRETE MORTAR COATED DI SPOOL, CLASS 350 (FLGxPE).
51. FURNISH AND INSTALL 12" EPOXY LINED AND CONCRETE MORTAR COATED DI SPOOL, CLASS 350 (FLGxPE).
52. FURNISH AND INSTALL MOTORIZED JIB CRANE ASSEMBLY MODEL FS300-14-W12 MANUFACTURED BY GORBEL WITH A 1-TON MOTORIZED TROLLEY MODEL ECMT-2016 MANUFACTURED BY COFFING AND DETAIL 10/8
54. FURNISH AND INSTALL 4'x5' INSIDE CLEAR OPENING GRINDER ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 5' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE ASSEMBLY PER HALLIDAY PRODUCTS.
58. FURNISH AND INSTALL 6" PVC SCHEDULE 80 SOLVENT WELD PIPE (L=13') (FLUSHING/WASHDOWN) INCLUDING ALL FITTINGS, PIPE SUPPORTS AND APPURTENANCES AS REQUIRED.
59. FURNISH AND INSTALL PRESSURE GAUGE, pH SENSOR, TDS (TOROIDAL) SENSOR AND SAMPLE TAP PER DETAIL 13/8
62. FURNISH AND INSTALL CONTROLLED LOW STRENGTH MATERIAL (CLSM) SUBASE FOR GRINDER VAULT ASSEMBLY PER SPECIFICATIONS.
65. FURNISH AND INSTALL 8" EPOXY LINED AND COATED DUCTILE IRON SPOOL (MJxPE)

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REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — RCE 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SA ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING — PROFESSIONALISM — TEAMWORK — EXCELLENCE — OPPORTUNITY

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 9/9/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

SECTION VIEWS

W.O. NO.

SHEET 5 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 5.dwg Plotted by: cramirez on Aug 19, 2021 - 12:50:30

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Last Edit: 08.10.2021 03:30:29 PM By: Cramirez
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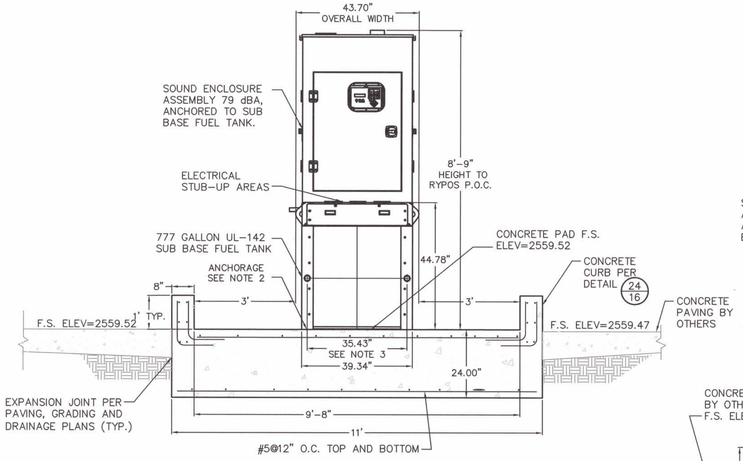
Plot Date: 08.19.2021 12:50:30 PM By: cramirez

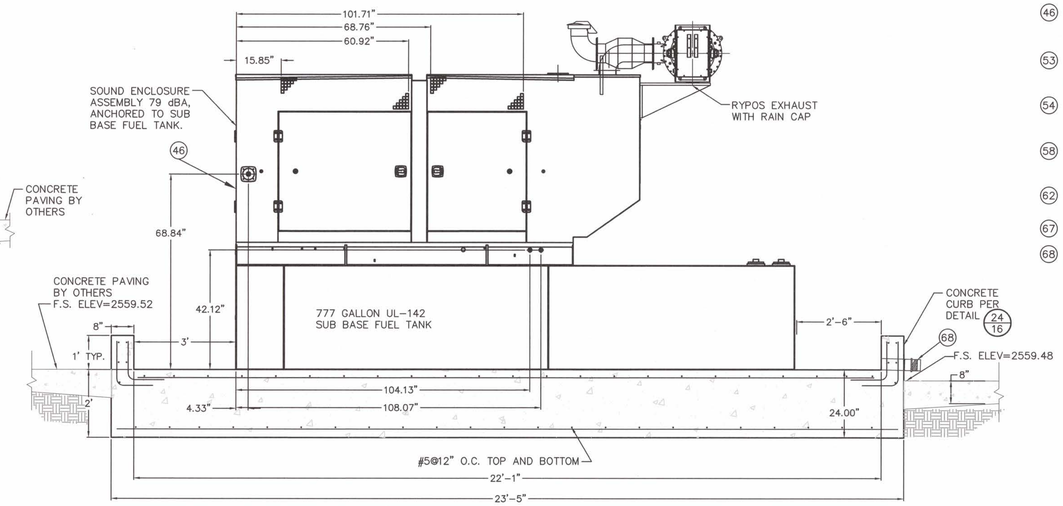


NOTES:

1. CONTRACTOR SHALL CONSULT WITH EQUIPMENT MANUFACTURER TO VERIFY THE EQUIPMENT CONCRETE PAD THICKNESS IS ADEQUATE.
2. ANCHOR GENERATOR ASSEMBLY TO CONCRETE PAD WITH (14) 5/8" DIA. HILTI-RE 500 V3 HAS R STAINLESS STEEL RODS x 12-1/4" MIN. EMBEDMENT PER ICC ESR-3814. VERIFY ANCHORAGE WITH GENERATOR MANUFACTURER.
3. VERIFY WITH MANUFACTURER FOLLOW MANUFACTURER REQUIREMENTS FOR BOLTING GENERATOR SET TO SUBBASE FUEL TANK.
4. CONCRETE PAD SHALL BE LEVEL UNDER SUB-BASE FUEL TANK AND SLOPED TO DRAIN ALL AROUND.
5. RYPOS ASSEMBLY NOT SHOWN IN THIS VIEW FOR CLARITY.

REAR VIEW

SCALE: N.T.S.

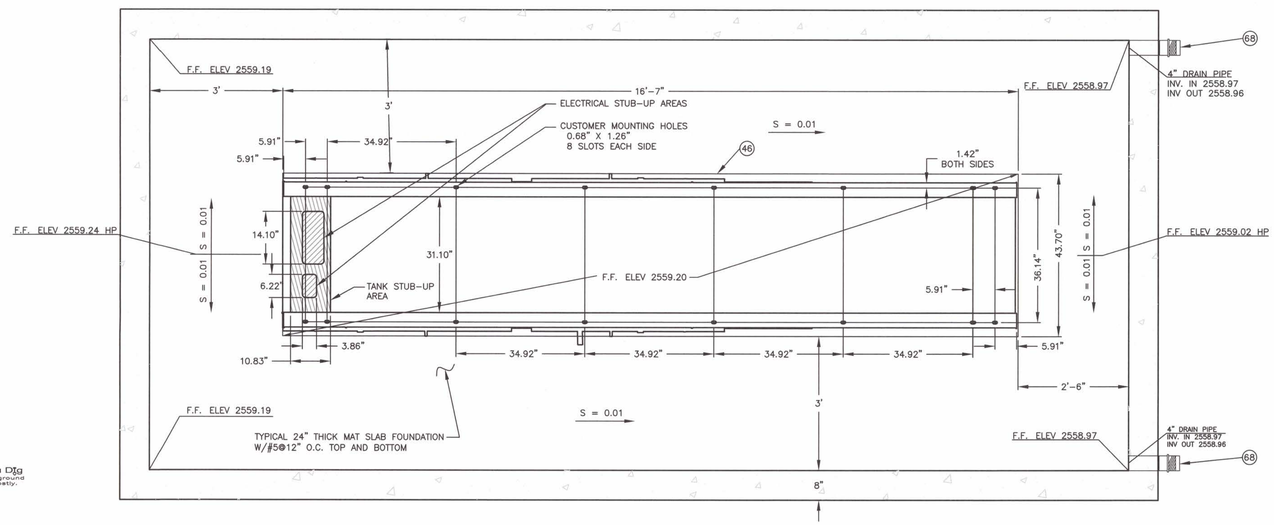


RIGHT SIDE VIEW

SCALE: N.T.S.

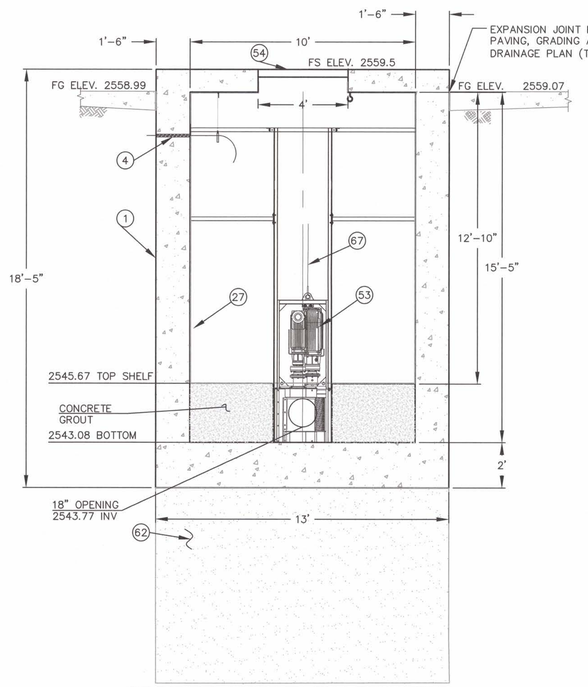
CONSTRUCTION NOTES

1. FURNISH AND INSTALL POURED IN PLACE 10'X10'x25' CONCRETE WET WELL AND 7'x10'x16' CONCRETE GRINDER VAULT PER STRUCTURAL DRAWINGS INCLUDING XYPEX WATERPROOFING AND CONCRETE SHELFS AS SHOWN ON DRAWINGS AND SPECIFICATIONS.
4. FURNISH AND INSTALL PIPE PENETRATION PER DETAIL 1/7
27. FURNISH AND INSTALL WET WELL INTERIOR POLYURETHANE PROTECTIVE COATING SYSTEM, APPLY 80 MILS THICK PER SPECIFICATIONS.
46. FURNISH AND INSTALL CAT C7.1 219kVA/175kW EMERGENCY STANDBY DIESEL ENGINE GENERATOR ASSEMBLY WITH SOUND LEVEL 2 ENCLOSURE INCLUDING DIESEL SUBBASE FUEL TANK ASSEMBLY AND RYPOS HDPF DIESEL PARTICULATE FILTER PER SPECIFICATIONS.
53. FURNISH AND INSTALL CHANNEL MONSTER FLEX GRINDER WITH IMMERSIBLE 5 HP MOTOR ASSEMBLY INCLUDING CHANNEL FRAME, GUIDERAIL AND LIFTING BAIL MODEL CMF1818-M2.0E MANUFACTURED BY MUFFIN MONSTER.
54. FURNISH AND INSTALL 4'x5' INSIDE CLEAR OPENING GRINDER ACCESS HATCH ASSEMBLY H-20 RATED MODEL JD-ALH20 HINGED ON 5' SIDE PER BILCO COMPANY OR EQUAL INCLUDING SERIES X RETRO-GRATE ASSEMBLY PER HALLIDAY PRODUCTS.
58. FURNISH AND INSTALL 6" PVC SCHEDULE 80 SOLVENT WELD PIPE (L=13') (FLUSHING/WASHDOWN) INCLUDING ALL FITTINGS, PIPE SUPPORTS AND APPURTENANCES AS REQUIRED.
62. FURNISH AND INSTALL CONTROLLED LOW STRENGTH MATERIAL (CLSM) SUBASE FOR GRINDER VAULT ASSEMBLY PER SPECIFICATIONS.
67. FURNISH AND INSTALL A NYLON COATED 3/8" 7x9 TYPE 304 STAINLESS STEEL WIRE ROPE SLING WITH EYE AND EYE HOOK ASSEMBLY.
68. FURNISH AND INSTALL 4" PVC SCHEDULE 40 DRAIN PIPE (L=1 FT) WITH END CAP.



FOOTPRINT VIEW (RIGHT SIDE ORIENTATION)

SCALE: N.T.S.



GRINDER VAULT SECTION D-D

SCALE: N.T.S.

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Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — RCE 51259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING — FRIENDLY OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:

LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — DATE 9/9/21

APPROVED BY:

ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 9/9/21

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

GENERATOR VIEWS AND GRINDER VAULT SECTION

W.O. NO.

SHEET 6 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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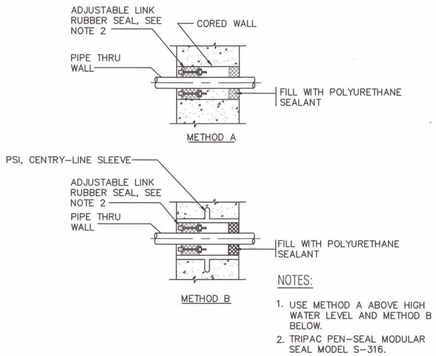
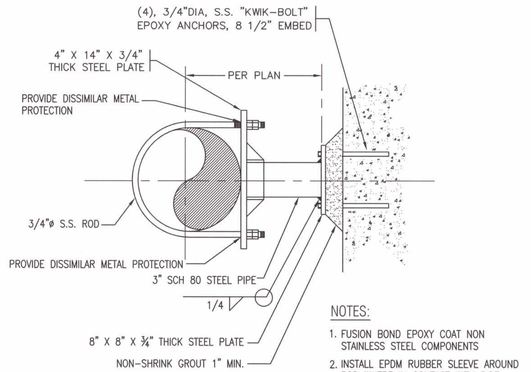


NOTES:

1. USE METHOD A ABOVE HIGH WATER LEVEL AND METHOD B BELOW.
2. TRIPAC PEN-SEAL MODULAR SEAL MODEL S-316.

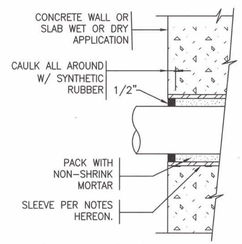
SLEEVE PIPE OPENING DETAIL 1
SCALE: N.T.S.



NOTES:

1. FUSION BOND EPOXY COAT NON STAINLESS STEEL COMPONENTS
2. INSTALL EPDM RUBBER SLEEVE AROUND ROD WHERE IN CONTACT WITH PIPE.
3. COAT WITH SYSTEM C-1 EXPOSED METAL, SEVERLY CORROSIVE ENVIRONMENT PER SPECIFICATION SECTION 09900.

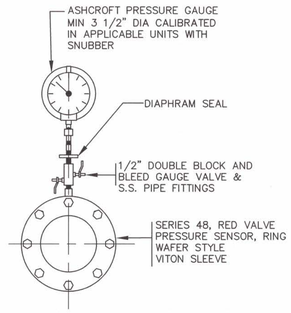
PIPE STANCHION DETAIL 2
SCALE: N.T.S.



NOTES:

1. 6" DIAMETER SLEEVES AND SMALLER: SCHEDULE 40 STEEL PIPE OR SCHEDULE 80 PVC PIPE.
2. 8" DIAMETER SLEEVES AND LARGER: 1/4" THICK STEEL PIPE.
3. STEEL PIPE SHALL BE HOT-DIP GALVANIZED AFTER FABRICATION.
4. SLEEVE MAY BE OMITTED IF HOLE IS CORE DRILLED. CORE DRILLING IS SUBJECT TO ENGINEER'S APPROVAL.
5. SLEEVES FOR ELECTRICAL CONDUIT SHALL BE SCHEDULE 80 PVC.

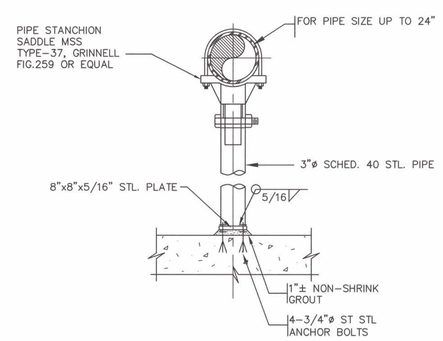
PIPE THRU DRY WALLS AND SLABS DETAIL 3
SCALE: N.T.S.



NOTES:

1. ANCHOR CONDUIT WITH "UNISTRUT" MEMBERS, WITH BASEPLATE AND PIPE ANCHORS.
2. SEE SECTION 17405, FOR PRESSURE GAUGES AND INSTRUMENTATION SPECIFICATION.

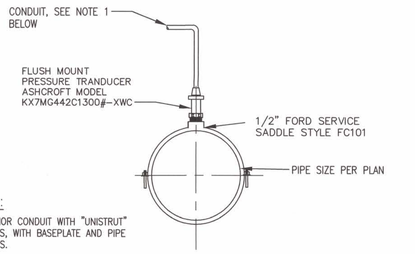
PRESSURE SENSOR DETAIL 4
SCALE: N.T.S.



NOTES:

1. WHERE U-BOLT IS NOT REQUIRED, USE GRINNELL FIG.264 OR MSS TYPE-36 OR EQUAL.
2. HOT DIP GALVANIZE ASSEMBLY AFTER FABRICATION.

PIPE SUPPORT DETAIL 5
SCALE: N.T.S.

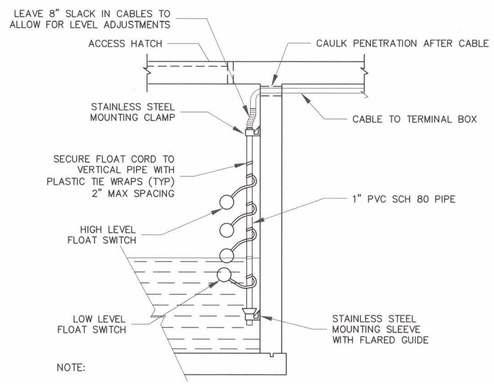


NOTES:

1. ANCHOR CONDUIT WITH "UNISTRUT" MEMBERS, WITH BASEPLATE AND PIPE ANCHORS.

PRESSURE TRANSDUCER DETAIL 6
SCALE: N.T.S.

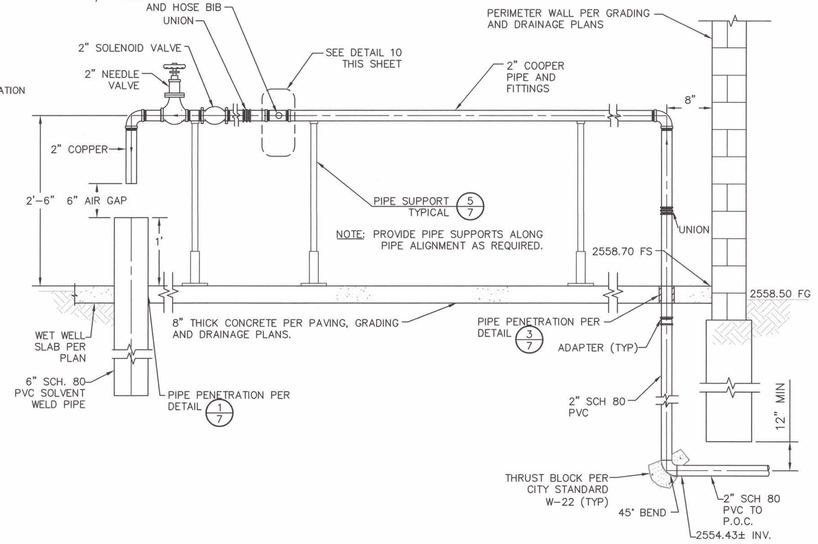
DETAIL NOT USED 7
SCALE: N.T.S.



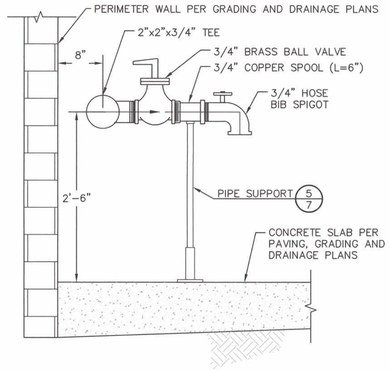
NOTE:

FLOAT SWITCH SHALL BE PROVIDED WITH UNDERWATER CABLE WITHOUT SPLICING (LENGTH AS REQUIRED) AND NECESSARY ACCESSORIES. FLOATS SHALL BE ACCESSIBLE FROM WET WELL HATCH AND EASILY REMOVABLE FOR MAINTENANCE. INSTALLATION METHOD SHALL BE APPROVED BY THE CITY PRIOR TO INSTALLATION. FLOAT QUANTITY PER PLAN.

FLOAT SWITCH MOUNTING DETAIL 8
SCALE: N.T.S.



WET WELL FILL SYSTEM DETAIL 9
SCALE: N.T.S.



ENLARGED DETAIL WET WELL FILL SYSTEM 10
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REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-0050

SCALE:	
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PREPARED FOR:
City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

MECHANICAL DETAILS

W.O. NO.

SHEET 7 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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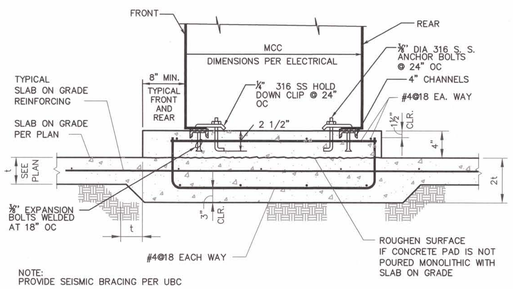


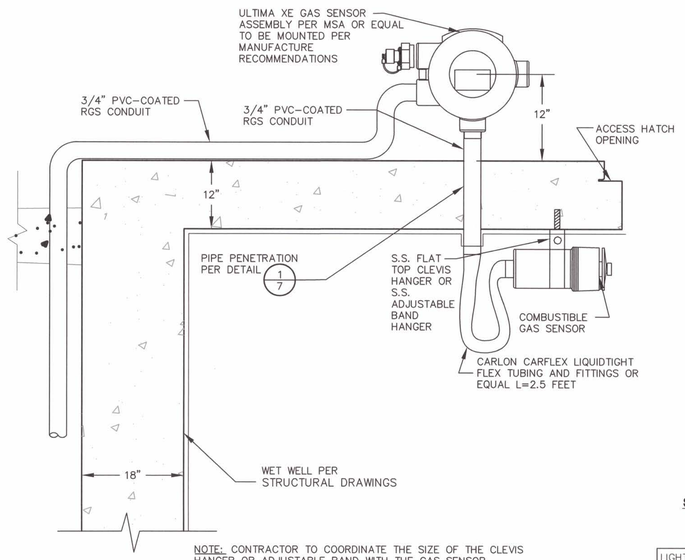
NOTE:
PROVIDE SEISMIC BRACING PER UBC

LEGEND

t = SLAB ON GRADE THICKNESS

TYPICAL EQUIPMENT PAD AT SLAB ON GRADE AND ANCHOR DETAIL 11

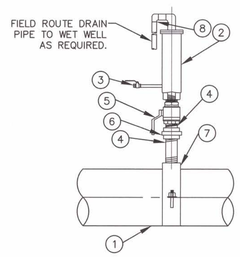
SCALE: N.T.S.



NOTE: CONTRACTOR TO COORDINATE THE SIZE OF THE CLEVIS HANGER OR ADJUSTABLE BAND WITH THE GAS SENSOR MANUFACTUER.

GAS SENSOR DETAIL 14

SCALE: N.T.S.

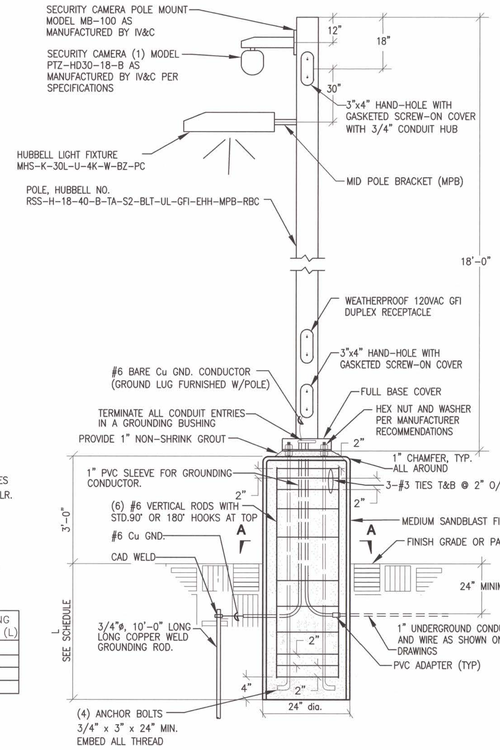


LEGEND

1. FLANGED SPOOL PER PLAN
2. 2" COMBINATION APCO SERIES 440 SAVV OR APPROVED EQUAL
3. 1" STAINLESS STEEL DRAIN BALL VALVE
4. 2" SCHEDULE 80 PVC PIPE, LENGTH AS REQUIRED.
5. 2" STAINLESS STEEL BALL VALVE
6. 2" GALVANIZED STEEL UNION
7. 2" FORD SERVICE SADDLE STYLE FC202
8. 1 1/2" PVC DRAIN PIPE AND FITTINGS AS REQUIRED. CONTRACTOR TO FIELD ROUTE TO WET WELL AS REQUIRED. SUBMIT SHOP DRAWING OF PIPE ROUTING FOR APPROVAL.

COMBINATION AIR RELEASE VALVE DETAIL 12

SCALE: N.T.S.



SECTION A-A

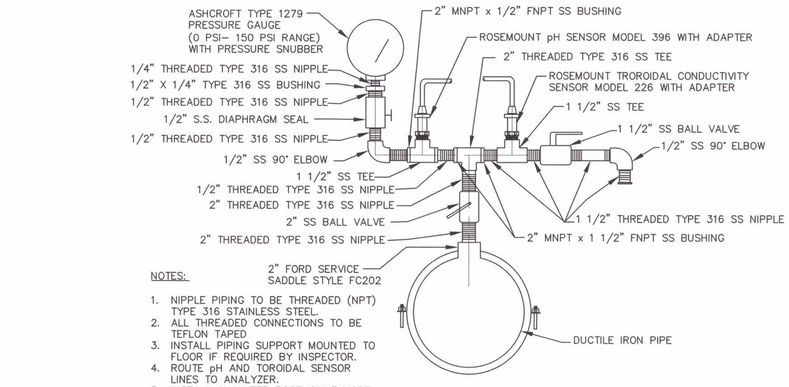
LIGHT POLE HEIGHT	FOOTING LENGTH (L)
18'-0"	5'-0"
20'-0"	5'-6"
25'-0"	6'-0"
30'-0"	6'-6"

NOTES:

1. ALL CONCRETE SHALL ATTAIN A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS.
2. ALL REBAR SHALL CONFORM TO ASTM A615, GRADE 60.
3. ALL ANCHOR BOLTS SHALL CONFORM TO ASTM A307.
4. CONTRACTOR SHALL SUBMIT CALCULATION FOR ANCHOR BOLTS FOR APPROVAL, PRIOR TO INSTALLATION.
5. DRILL PIERS SHALL BE INSPECTED BY GEOTECHNICAL ENGINEER PRIOR TO PLACING REBAR AND CONCRETE.
6. CAMERA POINTING ANGLE SHALL BE DETERMINED IN THE FIELD BY OWNER.

LIGHT POLE/CAMERA/ANTENNA/RADIO MOUNTING DETAIL 15

SCALE: N.T.S.

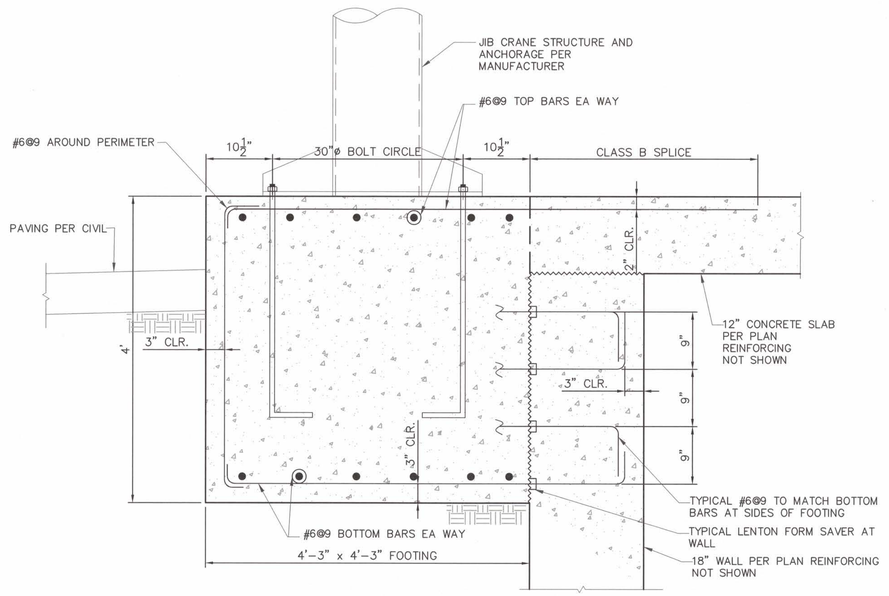


NOTES:

1. NIPPLE PIPING TO BE THREADED (NPT) TYPE 316 STAINLESS STEEL.
2. ALL THREADED CONNECTIONS TO BE TEFLON TAPED
3. INSTALL PIPING SUPPORT MOUNTED TO FLOOR IF REQUIRED BY INSPECTOR.
4. ROUTE pH AND TOROIDAL SENSOR LINES TO ANALYZER.
5. INSTALL ANALYZER ROSEMOUNT MODEL 1056.

PRESSURE GAUGE, pH, TDS SENSOR AND TAP DETAIL 13

SCALE: N.T.S.



JIB CRANE ANCHOR DETAIL 16

SCALE: N.T.S.

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SEAL – ENGINEER

STEVEN R. ANDREWS — REGISTERED PROFESSIONAL ENGINEER — RCE 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-6060

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 9/9/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

MECHANICAL DETAILS

W.O. NO.

SHEET 8 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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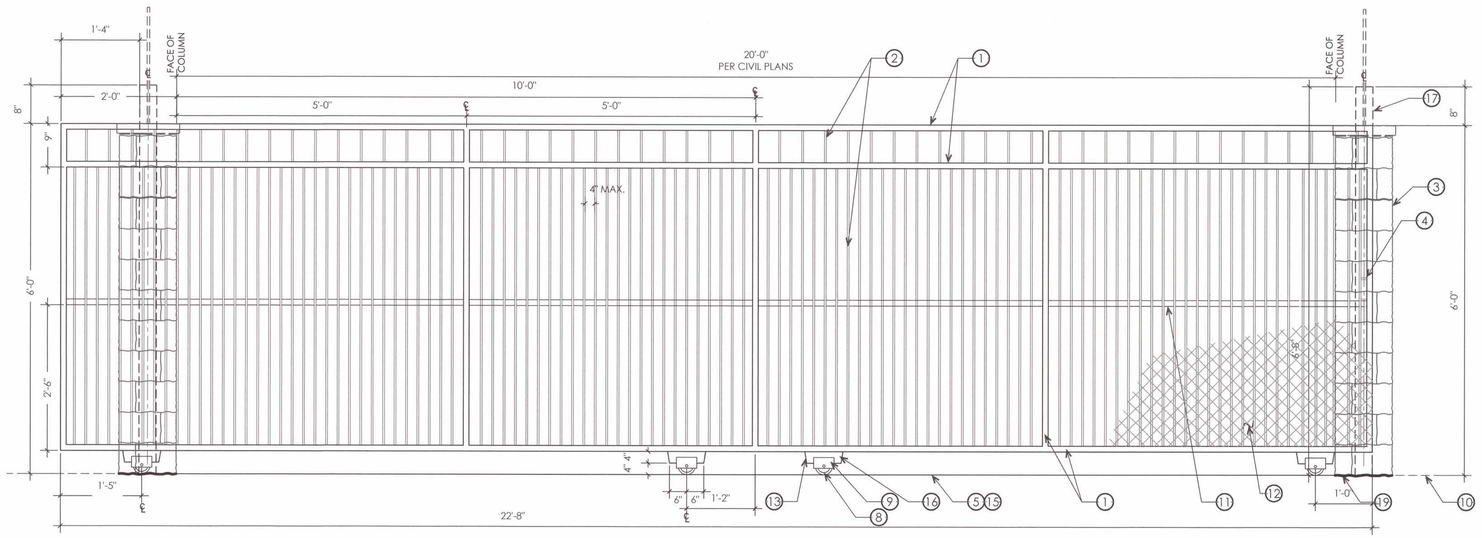
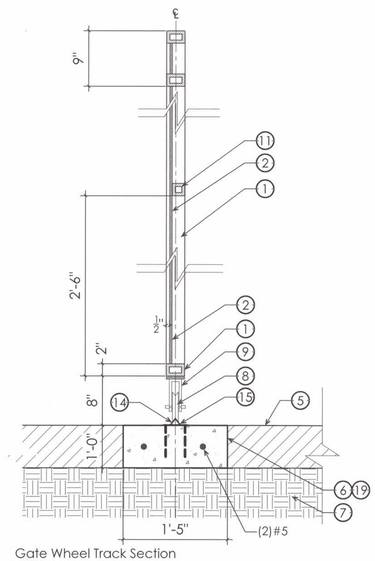
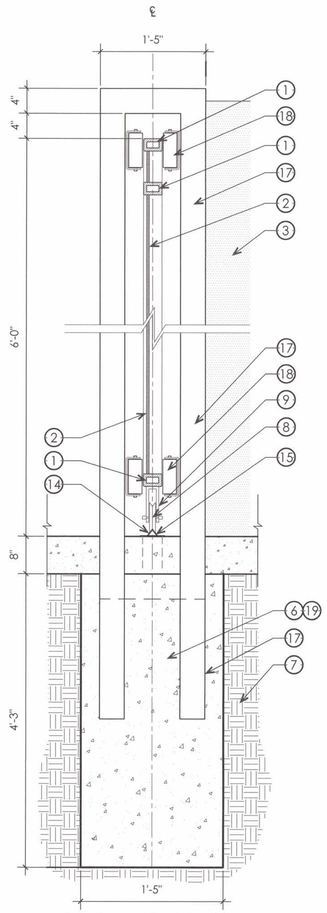


Elevation - Not to Scale



Gate Wheel Track Section
Scale: N.T.S.



Gate Support Track Section
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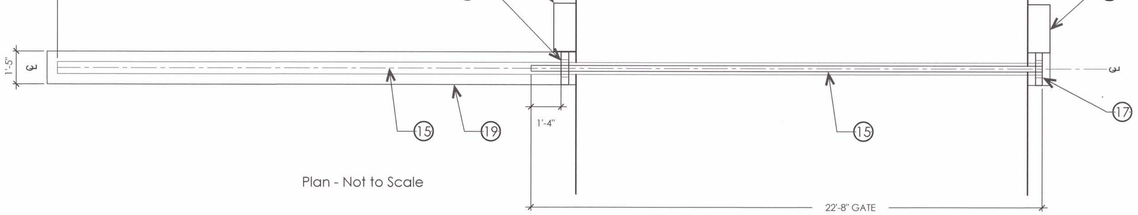
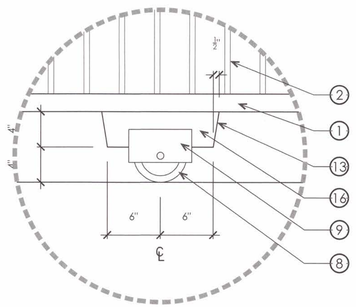


Plan - Not to Scale



Enlargement
Scale: N.T.S.

MATERIAL LIST

1. 3" WIDE X 2" HEIGHT TUBULAR STEEL GATE FRAME, TOP, BOTTOM, ENDS, VERTICAL.
2. 1/2" SQ. x 16 GA. TUBULAR STEEL GATE PICKETS @ 4" O/C MAX. (4" CLEAR. MAX. OPENING ALLOWED PER CODE) TYPICAL.
3. ADJACENT PILASTER PER PAVING, GRADING AND DRAINAGE PLANS.
4. SQUARE OPENING FOR CHAIN AND PAD LOCK
5. CONCRETE PAVING PER PAVING, GRADING AND DRAINAGE PLANS PLANS
6. CONC. FOOTING TO BE 4500 P.S.I. @ 28 DAYS CROWN TOP 1" AS SHOWN TO DRAIN
7. COMPACTED SUBGRADE PER GEOTECH
8. 4" DIA. HEAT-TREATED V-GROOVE WHEEL WITH ½" DIA. AXLE AND GREASED AXEL FITTING - QUANTITY AS REQUIRED.
9. STEEL V-GROOVE BOX FOR WHEEL.
10. FINISHED GRADE PER PAVING, GRADING AND DRAINAGE PLANS.
11. 2-1/2" WIDE X 2" HEIGHT TUBULAR STEEL GATE MID RAIL.
12. SQUARE WOVEN WIRE MESH PLAIN WEAVE, 18x18 SQUARE MESH, 0.0466"x0.0466" SQUARE OPENING, 0.009" THICK WIRE 36 GAUGE, WELDED TO STEEL GATE PICKETS.
13. CUT END OF STEEL PLATE AS SHOWN.
14. GATE TRACK, 1" x 1" STEEL ANGLE IRON.
15. GATE TRACK INSTALLED ON CONCRETE BAND WITH STEEL MOUNTING PLATE FOR ANGLE IRON WHEEL TRACK. 1"x1" STEEL ANGLE IRON - TRACK FOR GATE WHEELS - WELD TO MOUNTING PLATE. (KING ARCHITECTURAL METALS 39-VTRACK-19)
16. 3" WIDE STEEL PLATE ALONG BOTTOM OF GATE (BOTH SIDES) TO CONCEAL WHEELS.
17. 4"x4" TUBE STEEL GATE SUPPORT, SET INTO CONCRETE FOOTING.
18. 6" RUBBER ROLLER WITH TOTAL DIM. 2-7/8"W x 7-3/8" H. (4 REQUIRED PER FRAME SUPPORT).
19. 1'-5" WIDE CONCRETE BAND (NATURAL GRAY CONCRETE, HEAVY BROOM FINISH) FOR GATE TRACK .

NOTES:

1. ALL WELDS SHALL BE 1/8" FILLET WELDS ALL AROUND. GRIND ALL WELDS SMOOTH.
2. PAINT ALL METAL MEMBERS WITH ONE COAT PRIMER AND TWO COATS ENAMEL.
3. ALL POSTS TO BE ZINC METALIZED.
4. CONTRACTOR TO SUBMIT SHOP DRAWING.
5. ATTACH FRAME TO PILASTER WITH 1/2" RED HEAD BOLT

NOTES:
1. POUR CONC. FOOTING AGAINST FIRM UNDISTURBED SOIL OR PROPERLY RECOMPACTED FILL PER STRUCTURAL SOILS REPORT.

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REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
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SA ENGINEERING

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PREPARED FOR:
City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 9/9/21
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — DATE 9/9/21
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

TUBULAR STEEL ROLLING ACCESS GATE

W.O. NO.
SHEET 9 OF 26
MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 – Wilson Street Lift Station\CADD\Sheets\Sheet 9 Details.dwg Plotted by: cramirez on Aug 19, 2021 – 12:58:03

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GENERAL

1. PERFORM CONSTRUCTION AND WORKMANSHIP COMPLYING WITH CONTRACT DOCUMENTS AND 2019 CALIFORNIA BUILDING CODE (CBC).

2. SPECIFICATIONS, CODES, AND STANDARDS REFERENCED IN THE CONTRACT DOCUMENTS SHALL BE OF THE LATEST APPROVED ISSUE, INCLUDING SUPPLEMENTS, UNLESS NOTED OTHERWISE. MATERIAL SPECIFICATIONS SHALL COMPLY WITH THE LATEST EDITION OF ASTM REFERENCED STANDARDS.

3. GOVERNING CODE AUTHORITY:
CITY OF BANNING DEPARTMENT OF BUILDING AND SAFETY.

4. PERFORM STRUCTURAL RELATED WORK, INCLUDING THE DEVELOPMENT OF SHOP DRAWINGS, WITH THE CONSIDERATION OF ALL CONTRACT DOCUMENTS. REFER TO ARCHITECTURAL DRAWINGS FOR DIMENSIONS, ROOF AND FLOOR ELEVATIONS, EDGE OF SLABS, OPENINGS, DEPRESSIONS, SLOPES, CURBS, DRAINS, AND TRENCHES NOT SHOWN IN STRUCTURAL DRAWINGS. ANY DISCREPANCIES BETWEEN ARCHITECTURAL AND STRUCTURAL DRAWINGS SHALL BE RESOLVED WITH THE STRUCTURAL ENGINEER PRIOR TO PROCEEDING WITH WORK.

5. STRUCTURAL DRAWINGS, AS PART OF THE CONTRACT DOCUMENTS, INDICATE INFORMATION SUFFICIENT TO CONVEY DESIGN INTENT. CONTRACTOR SHALL REVIEW CONTRACT DOCUMENTS AND PROMPTLY NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCIES OR QUESTIONS PRIOR TO PROCEEDING WITH WORK.

6. DETAILS AND SCHEDULES INDICATED AS "TYPICAL" ARE APPLICABLE THROUGHOUT THE PROJECT AND MAY NOT BE SPECIFICALLY REFERENCED IN STRUCTURAL DRAWINGS. CONTRACTOR SHALL DETERMINE WHERE TYPICAL DETAILS AND SCHEDULES APPLY PRIOR TO PROCEEDING WITH WORK. SHOULD CONDITIONS EXIST THAT ARE NOT SPECIFICALLY DETAILED AND NO TYPICAL DETAIL APPLIES, PROMPTLY NOTIFY STRUCTURAL ENGINEER.

7. NOTES AND DETAILS SPECIFICALLY REFERENCED IN DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE STRUCTURAL DRAWINGS CONFLICT WITH PROJECT SPECIFICATIONS, THE MORE STRINGENT SHALL APPLY. CONDITIONS NOT SPECIFICALLY REFERENCED SHALL BE CONSTRUCTED AS SHOWN FOR SIMILAR CONDITIONS.

8. CONTRACTOR SHALL VERIFY SITE CONDITIONS INCLUDING DIMENSIONS AND ELEVATIONS. PROMPTLY NOTIFY STRUCTURAL ENGINEER OF ANY DISCREPANCIES OR CONFLICT WITH CONTRACT DOCUMENTS PRIOR TO PROCEEDING WITH WORK.

9. CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHOD OF CONSTRUCTION. PERFORM CONSTRUCTION MEANS, METHODS, SEQUENCES, TECHNIQUES AND PROCEDURES COMPLYING WITH NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES. CONTRACTOR SHALL PROVIDE SHORING AND BRACING TO ENSURE STABILITY OF STRUCTURE AND GENERAL SAFETY DURING CONSTRUCTION.

10. SITE OBSERVATION VISITS BY FIELD REPRESENTATIVES OF STRUCTURAL ENGINEER DO NOT INCLUDE CONTINUOUS INSPECTION SERVICES AND/OR APPROVAL FOR METHOD OF CONSTRUCTION. OBSERVATIONS BY STRUCTURAL ENGINEER ARE PERFORMED TO DETERMINE IF CONTRACTOR UNDERSTANDS DESIGN INTENT OF CONTRACT DOCUMENTS. OBSERVATIONS DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSIDERED SUPERVISION OF CONSTRUCTION.

11. MATERIALS AND PRODUCTS OTHER THAN THOSE SPECIFIED MAY BE CONSIDERED FOR USE PROVIDED A WRITTEN REQUEST IS SUBMITTED TO OWNER, STRUCTURAL ENGINEER AND GOVERNING CODE AUTHORITY FOR APPROVAL PRIOR TO ITS USE OR INCLUSION IN SHOP DRAWINGS. MODIFICATIONS AND SUBSTITUTIONS WILL NOT BE ACCEPTED DURING SHOP DRAWING REVIEW.

12. SHOP DRAWING SUBMITTALS:
   A. CONTRACTOR SHALL REVIEW FOR COMPLETENESS AND COMPLIANCE WITH CONTRACT DOCUMENTS PRIOR TO SUBMITTING TO STRUCTURAL ENGINEER.
   B. SUBMIT SHOP DRAWINGS FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
   C. PROVIDE A PROFESSIONAL ENGINEER'S SIGNATURE AND SEAL IN THE STATE WHERE THE PROJECT SITE OCCURS WHEN INDICATED.
   D. REVIEW IS FOR GENERAL CONFORMANCE WITH DESIGN INTENT AND DOES NOT CONSTITUTE AN AUTHORIZATION TO DEVIATE FROM THE CONTRACT DOCUMENTS.
   E. SHOP DRAWINGS WILL BE REJECTED FOR INCOMPLETENESS, LACK OF COORDINATION WITH OTHER PORTIONS OF CONTRACT DOCUMENTS, LACK OF CALCULATIONS (WHEN REQUIRED), OR WHERE MODIFICATIONS OR SUBSTITUTIONS ARE INDICATED WITHOUT PRIOR REVIEW AND APPROVAL.
   F. MAINTAIN A COPY OF REVIEWED AND ACCEPTED SHOP DRAWINGS AT SITE FOR DURATION OF CONSTRUCTION.
   G. STRUCTURAL ENGINEER REQUIRES 10 WORKING DAYS FOLLOWING RECEIPT OF SHOP DRAWINGS AND CALCULATIONS FOR COMPLETION OF REVIEW. SHOP DRAWINGS WILL BE REVIEWED A MAXIMUM OF 2 TIMES.
   H. FOR DESIGN-BUILD ITEMS, SUBMIT SHOP DRAWINGS THAT BEAR THE SIGNATURE AND SEAL OF A REGISTERED CIVIL ENGINEER TO STRUCTURAL ENGINEER AND GOVERNING CODE AUTHORITY FOR APPROVAL PRIOR TO FABRICATION AND INSTALLATION.

13. INSTALL AND ANCHOR MECHANICAL AND ELECTRICAL EQUIPMENT TO STRUCTURE COMPLYING WITH ASCE 7 SECTION 13.4. ISOLATORS, FASTENERS, AND ANY OTHER ELEMENT THAT ANCHORS EQUIPMENT SHALL BE APPROVED BY ICC OR EQUIVALENT TESTING PROCEDURE. SUSPENDED EQUIPMENT SHALL BE SECURED BY APPROVED LATERAL OR SWAY BRACING.

14. SUBMITTAL DOCUMENTS FOR DEFERRED SUBMITTAL ITEMS SHALL BE SUBMITTED TO THE STRUCTURAL ENGINEER TO BE REVIEWED FOR GENERAL CONFORMANCE TO CONTRACT DOCUMENTS. PROVIDE A PROFESSIONAL ENGINEER'S SIGNATURE AND SEAL IN THE STATE WHERE THE PROJECT SITE OCCURS. CONTRACTOR SHALL SUBMIT REVIEWED SUBMITTAL DOCUMENTS TO GOVERNING CODE AUTHORITY FOR APPROVAL. DEFERRED SUBMITTAL ITEMS SHALL NOT BE INSTALLED UNTIL THEIR SUBMITTAL DOCUMENTS HAVE BEEN APPROVED BY THE BUILDING OFFICIAL. STRUCTURAL DEFERRED SUBMITTAL ITEMS ARE AS FOLLOWS:
   A. EQUIPMENT ANCHORAGE.

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STRUCTURAL DESIGN CRITERIA

1. LIVE LOADS:
SLABS SUBJECT TO VEHICULAR TRAFFIC = 250 PSF (UNREDUCIBLE)

2. SOIL LOADS:

ACTIVE PRESSURE	= 35 PSF/FT
AT-REST PRESSURE (DRY)	= 55 PSF/FT
AT-REST PRESSURE (SATURATED)	= 86 PSF/FT
SEISMIC PRESSURE	= 20 PSF/FT

3. WIND LOADS:

BASIC DESIGN WIND SPEED, V	= 135 MPH
RISK CATEGORY	= IV
EXPOSURE CATEGORY	= C

4. SEISMIC LOADS:

RISK CATEGORY	= IV
SEISMIC IMPORTANCE FACTOR, I_E	= 1.5
SPECTRAL RESPONSE ACCELELATIONS	
S_S	= 2.202
S_1	= 0.758
S_{DS}	= 1.468
S_{D1}	= 0.859
SITE CLASS	= D
SEISMIC DESIGN CATEGORY	= F

FOUNDATIONS

1. FOUNDATION DESIGN IS BASED ON THE RECOMMENDATIONS PROVIDED IN GEOTECHNICAL REPORT AND SUBSEQUENT ADDENDUM LETTERS. PERFORM FOUNDATION WORK COMPLYING WITH GEOTECHNICAL REPORT AND ADDENDA. GEOTECHNICAL REPORT AND ADDENDA ARE PART OF THE CONTRACT DOCUMENTS AND SHALL BE KEPT AT THE JOB SITE. GEOTECHNICAL ENGINEER AND REPORT ARE AS FOLLOWS:

GEOTECHNICAL ENGINEER .....GEOCON WEST, INC.
REPORT NUMBER T2305-22-101
REPORT DATE .....AUGUST 31, 2020

2. FOUNDATION DESIGN IS BASED ON THE FOLLOWING VALUES:

BEARING PRESSURE .....2500 PSF

LATERAL BEARING PRESSURE ...240 PSF/FT 1,2
COEFFICIENT OF FRICTION 0.35

1. INDICATES VALUE MAY BE INCREASED 33% FOR SEISMIC OR WIND LOADING.
2. INDICATES VALUE MAY BE INCREASED 100% FOR POLE FOOTINGS.

3. FOUND FOOTINGS A MINIMUM OF 24 INCHES BELOW LOWEST ADJACENT GRADE OR FINISH FLOOR, WHICHEVER IS LOWER.

4. FOUNDATION EXCAVATIONS SHALL BE OBSERVED AND ACCEPTED BY GEOTECHNICAL ENGINEER PRIOR TO PLACING FILL, REINFORCING STEEL, OR CONCRETE.

5. FOOTINGS AND BUILDING SLABS ON GRADE SHALL BEAR ON COMPACTED FILL OR UNDISTURBED NATURAL GRADE COMPLYING WITH REQUIREMENTS OF GEOTECHNICAL REPORT. BACKFILLING AND COMPACTION PROCEDURES SHALL COMPLY WITH GEOTECHNICAL REPORT AND SHALL BE PERFORMED UNDER SUPERVISION OF GEOTECHNICAL ENGINEER OR HIS REPRESENTATIVE.

6. PLACE BACKFILL BEHIND RETAINING WALLS FOLLOWING COMPLETION AND INSPECTION OF WATERPROOFING. ADEQUATELY SHORE RETAINING WALLS DURING BACKFILL OPERATION. UNLESS ADEQUATELY SHORED, DO NOT PLACE BACKFILL BEHIND BUILDING STRUCTURE RETAINING WALLS UNTIL CONCRETE AT ELEVATED FLOOR LEVELS ADJACENT TO WALLS HAVE BEEN COMPLETELY POURED (IN AREA) AND HAVE CURED FOR AT LEAST 7 DAYS.

7. PRIOR TO CONTRACTOR REQUESTING A BUILDING DEPARTMENT FOUNDATION INSPECTION, THE GEOTECHNICAL ENGINEER SHALL ADVISE THE BUILDING OFFICIAL THAT:
   A. THE BUILDING PAD WAS PREPARED IN ACCORDANCE WITH THE GEOTECHNICAL REPORT.
   B. THE UTILITY TRENCHES HAVE BEEN PROPERLY BACKFILLED AND COMPACTED.
   C. THE FOUNDATION EXCAVATIONS COMPLY WITH THE INTENT OF THE GEOTECHNICAL REPORT.

CAST-IN-PLACE CONCRETE

1. PERFORM CONCRETE WORK COMPLYING WITH ACI 301, ACI 304 AND ACI 350.5.

2. AGGREGATE FOR NORMAL-WEIGHT CONCRETE SHALL BE NATURAL SAND AND ROCK COMPLYING WITH ASTM C33. AGGREGATE FOR LIGHTWEIGHT CONCRETE SHALL BE LIGHTWEIGHT AGGREGATE COMPLYING WITH ASTM C330.

3. PROVIDE PORTLAND CEMENT COMPLYING WITH ASTM C150, TYPE V.

4. CLASS F FLY ASH COMPLYING WITH ASTM C618 IS PERMITTED TO BE USED IN FOUNDATION CONCRETE. WHEN FLY ASH IS USED, QUANTITY SHALL NOT BE LESS THAN 15 PERCENT NOR MORE THAN 25 PERCENT BY WEIGHT OF TOTAL CEMENTITIOUS METRIAL. WATER-CEMENT RATIO SHALL BE BASED ON TOTAL CEMENTITIOUS MATERIAL, INCLUDING FLY ASH AND OTHER POZZOLANS.

5. PROVIDE CONCRETE WITH THE FOLLOWING MINIMUM COMPRESSIVE STRENGTH (f'c) AT 28 DAYS UNLESS NOTED OTHERWISE:

LOCATION	f'c	MAX. W/C RATIO	MAX. AGGREGATE SIZE
ALL CONCRETE	4500 PSI	0.45	1" (NORMAL-WEIGHT)

6. SUBMIT CONCRETE MIX DESIGN FOR EACH TYPE AND COMPRESSIVE STRENGTH OF CONCRETE REQUIRED BEARING THE SEAL AND SIGNATURE OF A REGISTERED CIVIL ENGINEER IN THE STATE WHERE THE PROJECT SITE OCCURS TO STRUCTURAL ENGINEER FOR APPROVAL.

7. CONCRETE SHRINKAGE CHARACTERISTICS SHALL COMPLY WITH ASTM C157 AND SHALL NOT EXCEED 0.04%.

8. CONCRETE SLUMP SHALL NOT EXCEED 4 INCHES.

9. CONCRETE OR GROUT SHALL NOT CONTAIN CHLORIDES.

10. CURE CONCRETE FOR A MINIMUM OF 7 DAYS FOLLOWING PLACEMENT.

11. SECURELY TIE ANCHOR BOLTS, REINFORCING STEEL, INSERTS, AND OTHER EMBEDDED ITEMS IN PLACE PRIOR TO POURING CONCRETE.

12. DO NOT EMBED CONDUITS, PIPES, OR SLEEVES IN STRUCTURAL CONCRETE, INCLUDING CONCRETE ON STEEL DECK, EXCEPT WHERE SPECIFICALLY DETAILED OR APPROVED BY STRUCTURAL ENGINEER.

13. LOCATION OF CONSTRUCTION JOINTS SHALL BE APPROVED BY THE ARCHITECT (STRUCTURAL ENGINEER) PRIOR TO PLACING REINFORCING STEEL. PROVIDE KEYS IN CONSTRUCTION JOINTS UNLESS NOTED OTHERWISE. ROUGHEN CONCRETE SURFACE TO 1/4 INCH AMPLITUDE. THOROUGHLY CLEAN, REMOVE LAITANCE, AND THOROUGHLY WET AND REMOVE STANDING WATER PRIOR TO PLACING NEW CONCRETE.

14. ROUGHEN EXISTING CONCRETE SURFACE TO 1/4 INCH AMPLITUDE WHERE NEW CONCRETE ABUTS EXISTING CONCRETE.

15. FORM EXPOSED CORNERS WITH 3/4 INCH CHAMFER UNLESS NOTED OTHERWISE.

POST-INSTALLED ANCHORS AND DOWELS

1. EPOXY ANCHORS SHALL BE ASTM A36 THREADED ROD, UNLESS NOTED OTHERWISE. DOWELS SHALL BE ASTM A615 OR A706 GRADE 60 REINFORCING, UNLESS NOTED OTHERWISE. PROVIDE EPOXY FROM THE FOLLOWING LISTS OF APPROVED ADHESIVES:
   CONCRETE .....HILTI HIT-RE 500 V3 (ICC ESR-3814)
   SIMPSON SET-XP (ICC ESR-2508)

2. PROVIDE EXPANSION ANCHORS FROM THE FOLLOWING LIST OF APPROVED ANCHORS:
   CONCRETE .....HILTI KWIK BOLT TZ (ICC ESR-1917)
   SIMPSON STRONG-BOLT 2 (ICC ESR-3037)

3. PROVIDE SCREW ANCHORS FROM THE FOLLOWING LIST OF APPROVED ANCHORS:
   CONCRETE .....HILTI KWIK HUS-EZ (ICC ESR-3027)
   SIMPSON TITEN HD (ICC ESR-2713)

4. NON-REBAR-CUTTING DRILL BITS SHALL BE USED TO DRILL HOLES IN CONCRETE OR MASONRY. DO NOT CUT OR DAMAGE EXISTING REINFORCING. LOCATE EXISTING REINFORCING BY NON-DESTRUCTIVE MEANS PRIOR TO DRILLING HOLES.

5. DRILLED HOLES SHALL BE CLEANED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND APPROVED CODE REPORT.

6. ABANDONED HOLES SHALL BE FILLED WITH NON-SHRINK GROUT THAT MATCHES OR EXCEEDS STRENGTH OF SURROUNDING CONCRETE.

7. ANCHORS EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED OR STAINLESS STEEL.

8. POST-INSTALLED ANCHORS SHALL BE USED ONLY WHERE SPECIFICALLY INDICATED IN THE DRAWINGS.

REINFORCING STEEL

1. PROVIDE REINFORCING STEEL COMPLYING WITH THE APPROPRIATE STANDARD AS FOLLOWS:

ALL REINFORCING UNLESS NOTED OTHERWISE ....ASTM A615 GRADE 60
WELDED REINFORCING .....ASTM A706 GRADE 60

2. PREPARE REINFORCING STEEL SHOP DRAWINGS COMPLYING WITH ACI 315. SUBMIT REINFORCING STEEL SHOP DRAWINGS INDICATING REINFORCING STEEL PLACEMENT, INCLUDING SPLICE LOCATIONS AND LENGTHS, TO STRUCTURAL ENGINEER FOR APPROVAL. PROMPTLY NOTIFY STRUCTURAL ENGINEER BEFORE DEVELOPING REINFORCING STEEL SHOP DRAWINGS IF INSUFFICIENT CLEAR DISTANCE BETWEEN REINFORCING STEEL OR OTHER CONGESTION IS ENCOUNTERED.

3. REINFORCING STEEL SHALL BE FREE OF MUD, OIL AND OTHER MATERIALS THAT MAY AFFECT CONCRETE BOND AT TIME OF CONCRETE PLACEMENT.

4. SPLICE REINFORCING STEEL WHERE INDICATED IN THE DRAWINGS. IF SPLICE LOCATIONS CANNOT BE DETERMINED, VERIFY WITH STRUCTURAL ENGINEER PRIOR TO DEVELOPING SHOP DRAWINGS.

5. LAP REINFORCING STEEL IN CONCRETE TO LENGTHS INDICATED IN STRUCTURAL DRAWINGS. LAP REINFORCING STEEL IN MASONRY 72 BAR DIAMETERS, UNLESS NOTED OTHERWISE.

6. MINIMUM CLEAR DISTANCE BETWEEN PARALLEL REINFORCING STEEL SHALL BE THE GREATER OF 1 INCH OR 1 BAR DIAMETER. MINIMUM CLEAR DISTANCE BETWEEN PARALLEL REINFORCING STEEL AT COLUMNS SHALL BE THE GREATER OF 1-1/2 INCHES OR 1-1/2 BAR DIAMETERS. MINIMUM CLEAR DISTANCE BETWEEN GROUPS OF BUNDLED BARS SHALL BE THE SAME AS FOR SINGLE BARS EXCEPT BAR DIAMETER IS DERIVED FROM EQUIVALENT TOTAL AREA OF BUNDLE.

7. MAINTAIN THE FOLLOWING MINIMUM CLEAR DISTANCE BETWEEN REINFORCING STEEL AND FACE OF CONCRETE, UNLESS NOTED OTHERWISE:

SLABS ON GRADE .....CENTER OF SLAB
CONCRETE BELOW GRADE - FORMED .....2 INCHES
CONCRETE BELOW GRADE - UNFORMED .....3 INCHES
WALLS ABOVE GRADE - EXPOSED TO WEATHER .....2 INCHES
STRUCTURAL SLABS - TOP AND BOTTOM .....2 INCHES

8. SPECIFIED CONCRETE COVER SHALL BE MAINTAINED TO ALL REINFORCING STEEL AT REVEALS AND INSETS. SUBMIT SHOP DRAWINGS SHOWING CONCRETE REVEALS AND INSETS TO STRUCTURAL ENGINEER FOR REVIEW.

9. CHAIRS AND SPACERS FOR REINFORCING STEEL SHALL BE PLASTIC OR PLASTIC COATED WHEN RESTING ON EXPOSED SURFACES.

10. PROVIDE DOWELS FOR WALLS AND COLUMNS TO MATCH SIZE AND SPACING OF VERTICAL REINFORCING STEEL UNLESS NOTED OTHERWISE.

11. WELD REINFORCING STEEL PER REQUIREMENTS OF AWS D1.4 AND APPLICABLE BUILDING CODE. SUBMIT PROPOSED WELDING PROCEDURE TO STRUCTURAL ENGINEER AND TO GOVERNING CODE AUTHORITY FOR APPROVAL PRIOR TO WELDING. WELDERS SHALL BE CERTIFIED AS REQUIRED BY GOVERNING CODE AUTHORITY.

12. BEND REINFORCING STEEL COLD UNLESS OTHERWISE APPROVED BY STRUCTURAL ENGINEER. DO NOT FIELD BEND REINFORCING STEEL IN CONCRETE UNLESS OTHERWISE SHOWN IN CONTRACT DOCUMENTS OR APPROVED BY STRUCTURAL ENGINEER.

REVISIONS			
MARK		APPR	DATE

SEAL - ENGINEER

STEVEN ANDREWS — REGISTERED PROFESSIONAL ENGINEER — RCE 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
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SAE ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:
City of BANNING — PROMOTING OPPORTUNITY

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

STRUCTURAL NOTES

W.O. NO.

SHEET 10 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 10 Structural Notes.dwg Plotted by: cramirez on Aug 19, 2021 - 12:57:10

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File: Sheet 10 Structural Notes.dwg
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STRUCTURAL STEEL

1. DETAIL, FABRICATE AND ERECT STRUCTURAL STEEL IN ACCORDANCE WITH THE AISC SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS (AISC 360), AND AISC CODE OF STANDARD PRACTICE (AISC 303). FABRICATOR SHALL BE APPROVED BY THE GOVERNING CODE AUTHORITY.

2. PROVIDE STRUCTURAL STEEL COMPLYING WITH THE FOLLOWING ASTM STANDARD SPECIFICATIONS, UNLESS NOTED OTHERWISE:

   WIDE FLANGE AND WT SHAPES .....ASTM A992
   ANGLES AND CHANNELS .....ASTM A36
   DECK CLOSURE PLATES AND SHIMS ....ASTM A36 OR ASTM A572, GRADE 50
   ALL OTHER PLATES.....ASTM A572, GRADE 50
   PIPES .....ASTM A53, GRADE B
   HOLLOW STRUCTURAL SECTIONS .....ASTM A500, GRADE C
   ANCHOR BOLTS .....ASTM F1554, GRADE 36
   HIGH STRENGTH BOLTS .....ASTM F3125, GRADE A325 OR F1852
   MACHINE BOLTS .....ASTM A307
   THREADED RODS .....ASTM A36

3. BOLTING:
   A. HIGH STRENGTH BOLTS SHALL BE BEARING TYPE WITH THREADS INCLUDED IN THE SHEAR PLANE, UNLESS NOTED OTHERWISE. PROVIDE SLIP-CRITICAL HIGH STRENGTH BOLTS (HSB-SC) AT CONNECTIONS IN THE SEISMIC FORCE RESISTING SYSTEM (SFRS) AND WHERE SPECIFICALLY INDICATED IN THE STRUCTURAL DRAWINGS.
   B. INSTALL HIGH STRENGTH BOLTS COMPLYING WITH RCSC SPECIFICATION FOR STRUCTURAL JOINTS USING HIGH-STRENGTH BOLTS.
   C. TIGHTEN HIGH STRENGTH BOLTS TO A SNUG TIGHT CONDITION. TIGHTEN SLIP-CRITICAL BOLTS TO AT LEAST THE MINIMUM TENSION USING ONE OF THE FOLLOWING METHODS: TURN-OF-NUT, CALIBRATED WRENCH, OR DIRECT TENSION INDICATOR TIGHTENING.
   D. BOLT HOLES SHALL BE STANDARD HOLES, UNLESS NOTED OTHERWISE. HOLES IN BASE PLATES MAY BE OVERSIZED IF PLATE WASHERS ARE PROVIDED PER AISC STEEL CONSTRUCTION MANUAL TABLE 14-2.

4. WELDING:
   A. WELDING SHALL CONFORM TO AWS D1.1 AND AISC 360.
   B. WELDING SHALL BE DONE BY ELECTRIC ARC PROCESS USING LOW HYDROGEN E70XX ELECTRODES, UNLESS NOTED OTHERWISE. SUBMERGED ARC PROCESS (SAW) WITH AUTOMATIC WELDING MAY BE USED AS AN ALTERNATIVE.
   C. WELDS SHALL BE PREQUALIFIED COMPLYING WITH WELDING STANDARD. WHERE NON-PREQUALIFIED WELDS ARE SPECIFICALLY INDICATED, QUALIFY BY TEST COMPLYING WITH WELDING STANDARD.
   D. WELDERS SHALL BE CERTIFIED BY AWS AND APPROVED BY GOVERNING CODE AUTHORITY.
   E. PROVIDE MINIMUM FILLET WELD SIZE COMPLYING WITH AISC 360 SECTION J2 AND TABLE J2.4 UNLESS A LARGER WELD IS INDICATED ON DRAWINGS.
   F. NO ATTEMPT IS MADE TO DIFFERENTIATE BETWEEN SHOP AND FIELD WELDED CONNECTIONS.

5. WELD INSPECTIONS:
   A. WELDING INSPECTORS AND NDT PERSONNEL SHALL BE QUALIFIED IN ACCORDANCE WITH AISC 360 SECTIONS N4.2 AND N4.3, RESPECTIVELY, AND SHALL BE APPROVED BY THE GOVERNING CODE AUTHORITY.
   B. SEE STATEMENT OF SPECIAL INSPECTIONS AND QUALITY ASSURANCE SECTION FOR REQUIRED INSPECTIONS.

6. SUBMIT SHOP DRAWINGS TO STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.

7. PROVIDE NONMETALLIC, NON-SHRINK GROUT COMPLYING WITH ASTM C1107 UNDER BEARING PLATES AND COLUMN BASE PLATES.

8. COMPOSITE STRUCTURAL STEEL BEAMS ARE DESIGNED FOR UNSHORED CONSTRUCTION, UNLESS NOTED OTHERWISE.

9. STEEL THAT WILL BE PERMANENTLY EXPOSED TO WEATHER SHALL BE HOT DIP GALVANIZED AFTER FABRICATION UNLESS A WEATHER PROOF COATING IS SPECIFIED BY THE ARCHITECT.

STATEMENT OF SPECIAL INSPECTIONS AND QUALITY ASSURANCE

1. A TESTING AGENCY THAT IS RETAINED BY OWNER AND IS SATISFACTORY TO STRUCTURAL ENGINEER AND GOVERNING CODE AUTHORITY SHALL PERFORM TESTS AND INSPECTIONS COMPLYING WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES.

2. TESTING AGENCY SHALL SUBMIT TEST AND INSPECTION REPORTS INDICATING RESULTS, OBSERVATIONS, AND COMPLIANCE OR NONCOMPLIANCE WITH CONTRACT DOCUMENTS TO OWNER, STRUCTURAL ENGINEER, AND GOVERNING CODE AUTHORITY. UPON COMPLETION OF WORK, TESTING AGENCY SHALL SUBMIT A FINAL SIGNED REPORT STATING THAT ALL WORK REQUIRING SPECIAL INSPECTION WAS PERFORMED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND APPLICABLE CODES.

3. CONTRACTOR SHALL SUBMIT CERTIFIED LABORATORY TEST REPORTS CONFIRMING MATERIALS ARE FROM IDENTIFIABLE TESTED STOCK TO OWNER, TESTING AGENCY, STRUCTURAL ENGINEER, AND GOVERNING CODE AUTHORITY. IF MATERIALS CANNOT BE IDENTIFIED OR IF CERTIFIED LABORATORY TEST REPORTS CANNOT BE MADE AVAILABLE, TESTING AGENCY SHALL PERFORM TESTING AT CONTRACTOR'S EXPENSE TO DETERMINE COMPLIANCE WITH CONTRACT DOCUMENTS AS DIRECTED BY STRUCTURAL ENGINEER.

4. SPECIAL INSPECTION IS NOT REQUIRED WHERE WORK IS DONE ON THE PREMISES OF A FABRICATOR REGISTERED AND APPROVED TO PERFORM SUCH WORK WITHOUT SPECIAL INSPECTION. APPROVAL SHALL BE BASED UPON REVIEW OF THE FABRICATOR'S WRITTEN PROCEDURAL AND QUALITY CONTROL MANUALS AND PERIODIC AUDITING OF FABRICATION PRACTICES BY AN APPROVED SPECIAL INSPECTION AGENCY. AT COMPLETION OF FABRICATION, THE APPROVED FABRICATOR SHALL SUBMIT A CERTIFICATE OF COMPLIANCE TO THE BUILDING OFFICIAL STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS.

5. TESTING AGENCY SHALL PERFORM SPECIAL INSPECTION COMPLYING WITH CBC SECTION 1705 (UNLESS NOTED OTHERWISE) FOR THE FOLLOWING WORK:
   A. STEEL CONSTRUCTION - SEE AISC 360 CHAPTER N.
   B. CONCRETE CONSTRUCTION - SEE CBC TABLE 1705.3.
   C. SOILS - SEE CBC TABLE 1705.6.
   D. POST-INSTALLED ANCHORS - SEE CODE REPORT.
   E. MEP COMPONENTS INSTALLATION - SEE CBC SECTION 1705.12.6.

6. NON-DESTRUCTIVE TESTING OF WELDED JOINTS:
   A. TESTING AGENCY SHALL PERFORM NON-DESTRUCTIVE TESTING OF WELDED JOINTS IN ACCORDANCE WITH AISC 360 SECTION N5.5 FOR THE FOLLOWING ITEMS:
      1. 100% OF CJP GROOVE WELDS IN MATERIALS 5/16 INCH OR GREATER (REDUCTION IN TESTING PERMITTED IN ACCORDANCE WITH SECTION N5.5E)

STEEL DECK

1. PROVIDE STEEL DECK MANUFACTURED BY VERCO COMPLYING WITH IAPMO ER-0217, OR APPROVED EQUAL.

2. PROVIDE CLOSURE ANGLES AT OPENINGS FOR MECHANICAL EQUIPMENT, DUCTS, PIPING, VENTS, CONDUITS, ETC. CLOSURE ANGLES SHALL BE 18 GAUGE MINIMUM AND SHALL BE WELDED TO DECK, UNLESS NOTED OTHERWISE.

3. BEAR DECK AT LEAST 2 INCHES AT SUPPORTS. LAP ROOF DECK AT LEAST 2 INCHES AND CENTER LAPS OVER SUPPORTS.

4. WELD STEEL DECK IN COMPLIANCE WITH AWS D1.3 USING A MINIMUM OF E60XX ELECTRODES. WELDERS SHALL BE CERTIFIED AS REQUIRED BY THE GOVERNING CODE AUTHORITY. PUDDLE WELDS SHOWN IN THE DRAWINGS ARE EFFECTIVE DIAMETER, UNLESS NOTED OTHERWISE.

5. STEEL DECK SHALL BE LAID OUT SO THAT A LOW FLUTE LANDS ON EACH PARALLEL SUPPORT.

STANDARD ABBREVIATIONS

AB	ANCHOR BOLT	MAX	MAXIMUM
ABV	ABOVE	MB	MACHINE BOLT
ADDL	ADDITIONAL	MECH	MECHANICAL
AESS	ARCHITECTURALLY EXPOSED STRUCTURAL STEEL	MEZZ	MEZZANINE
		MF	MOMENT FRAME
ALT	ALTERNATE	MFR	MANUFACTURER
ARCH	ARCHITECT(URAL)	MIN	MINIMUM
		MISC	MISCELLANEOUS
BEL	BELOW		
BF	BRACED FRAME	(N)	NEW
BLKG	BLOCKING	NIC	NOT IN CONTRACT
BN	BOUNDARY NAILING	NO (#)	NUMBER
BO	BOTTOM OF	NS	NEAR SIDE
BOT	BOTTOM	NTS	NOT TO SCALE
BRG	BEARING	NWC	NORMAL WEIGHT CONCRETE
BTWN	BETWEEN		
		OC	ON CENTER
C	CAMBER	OD	OUTSIDE DIAMETER
CG	CENTER OF GRAVITY	OF	OUTSIDE FACE
CJ	CONTROL JOINT OR CONSTRUCTION JOINT	OH	OPPOSITE HAND
		OPNG	OPENING
CJP	COMPLETE JOINT PENETRATION	OVS	OVERSIZED (HOLES)
℄	CENTERLINE	PARA	PARALLEL
CLG	CEILING	PCF	POUNDS PER CUBIC FOOT
CLR	CLEAR	PERP	PERPENDICULAR
CMU	CONCRETE MASONRY UNIT	PJP	PARTIAL JOINT PENETRATION
COL	COLUMN	PL	PLATE
CONC	CONCRETE	PSF	POUNDS PER SQUARE FOOT
CONN	CONNECTION	PSI	POUNDS PER SQUARE INCH
CONT	CONTINUOUS	PT	PRESSURE TREATED OR POST-TENSIONED
CSK	COUNTERSINK		
CTR	CENTER(ED)		
		RAD (R)	RADIUS
DBL	DOUBLE	REF	REFERENCE
DET	DETAIL	REINF	REINFORCING
DF	DOUGLAS FIR	REQD	REQUIRED
DIA (ø)	DIAMETER		
DIAG	DIAGONAL	SC	SLIP CRITICAL
DIM	DIMENSION	SCHED	SCHEDULE
DO	DITTO	SF	SQUARE FEET
		SFRS	SEISMIC FORCE RESISTING SYSTEM
(E)	EXISTING		
EA	EACH	SHTG	SHEATHING
EF	EACH FACE	SIM	SIMILAR
ELEV	ELEVATION OR ELEVATOR	SLBB	SHORT LEG BACK TO BACK
		SMS	SHEET METAL SCREW
EMBED	EMBEDMENT	SOG	SLAB ON GRADE
EN	EDGE NAILING	SP	SPACE(S)
EQ	EQUAL	SQ	SQUARE
EQUIP	EQUIPMENT	SSL	SHORT SLOTTED (HOLES)
ES	EACH SIDE	STAGG	STAGGERED
EW	EACH WAY	STD	STANDARD
EXP	EXPANSION	STIFF	STIFFENER
EXT	EXTERIOR		
		T&B	TOP AND BOTTOM
FF	FINISH FLOOR	T&G	TONGUE AND GROOVE
FG	FINISH GRADE	TEMP	TEMPORARY
FN	FIELD NAILING	THK	THICK(NESS)
FO	FACE OF	TO	TOP OF
FS	FAR SIDE	TOC	TOP OF CONCRETE
FT	FEET OR FOOT	TOF	TOP OF FOOTING
FTG	FOOTING	TOP	TOP OF PARAPET
		TOS	TOP OF STEEL
GA	GAGE OR GAUGE	TOW	TOP OF WALL
GALV	GALVANIZE	TYP	TYPICAL
GB	GRADE BEAM		
GLB	GLUED-LAMINATED BEAM	UNO	UNLESS NOTED OTHERWISE
GR	GRADE	URM	UNREINFORCED MASONRY
(H)	HIGH	VERT	VERTICAL
HDR	HEADER	VIF	VERIFY IN FIELD
HORIZ	HORIZONTAL		
HSB	HIGH STRENGTH BOLT	W/	WITH
		W/O	WITHOUT
ID	INSIDE DIAMETER	WHS	WELDED HEADED STUD
IF	INSIDE FACE	WP	WORK POINT
IN	INCHES	WT	WEIGHT
INT	INTERIOR	WTS	WELDED THREADED STUD
		WWF	WELD WIRE FABRIC
K	KIPS (1000 LB)		
KSI	KIPS PER SQUARE INCH		
(L)	LOW		
LBS (#)	POUNDS		
LLBB	LONG LEG BACK TO BACK		
LLH	LONG LEG HORIZONTAL		
LLV	LONG LEG VERTICAL		
LSL	LONG SLOTTED (HOLES)		
LVL	LAMINATED VENEER LUMBER		
LWC	LIGHT WEIGHT CONCRETE		

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REVISIONS			
MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER STEVEN R. ANDREWS RCE 31501 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

STRUCTURAL NOTES AND ABBREVIATIONS

W.O. NO.

SHEET 11 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 11 Structural Notes 2.dwg Plotted by: cramirez on Aug 19, 2021 - 13:01:46

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Last Edit: Th 10.2021 03:03:58 PM By: Examiner
File: Sheet 11 Structural Notes 2.dwg
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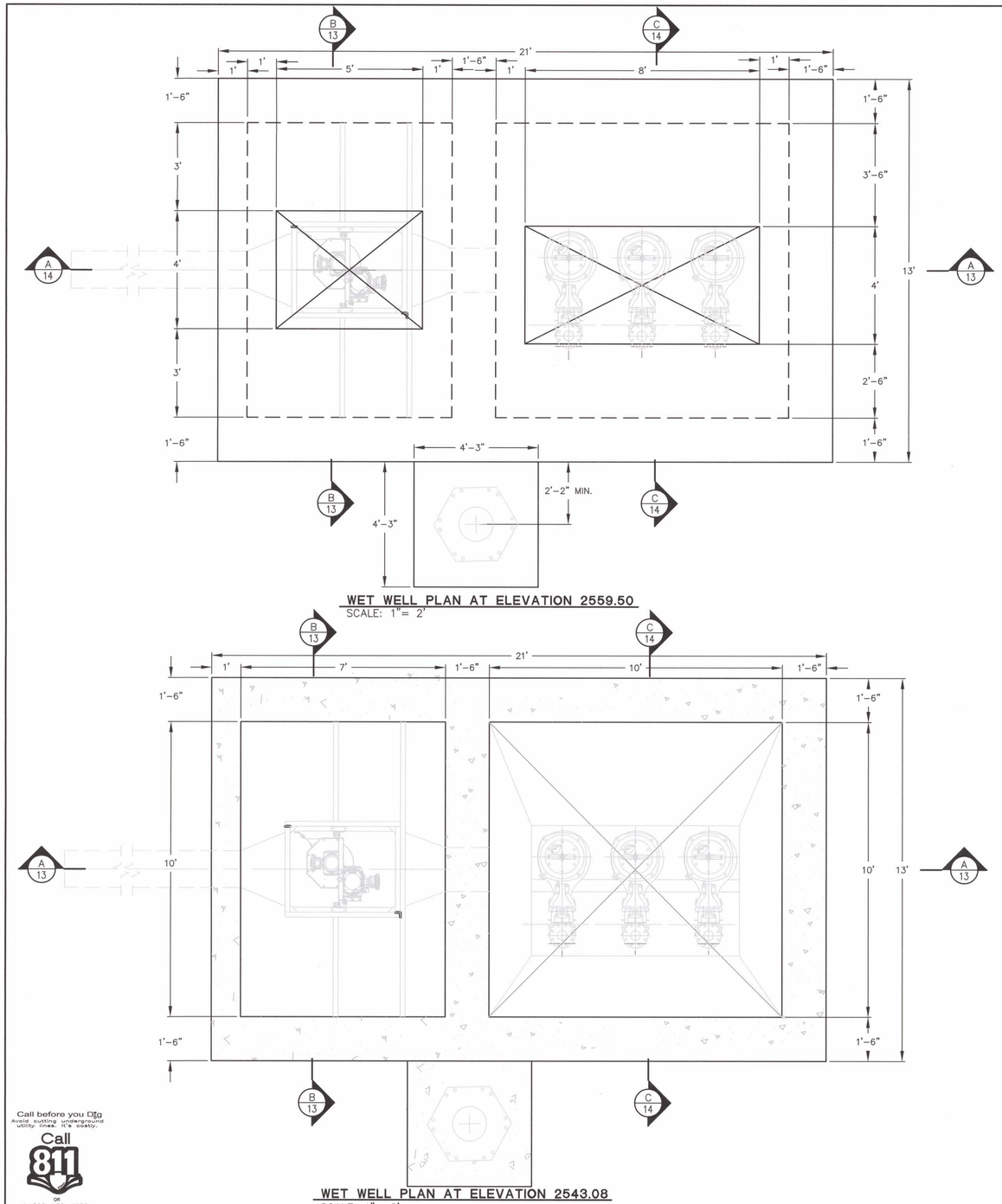
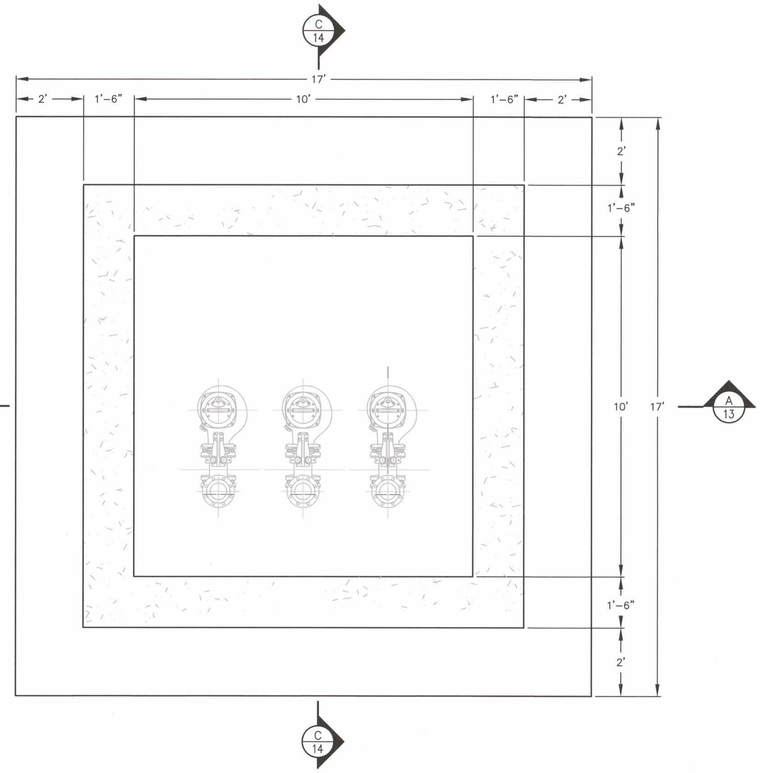
Plot Date: 08.19.2021 1:01:46 PM By: cramirez



WET WELL PLAN AT ELEVATION 2559.50
SCALE: 1"= 2'

WET WELL PLAN AT ELEVATION 2543.08
SCALE: 1"= 2'



WET WELL PLAN AT ELEVATION 2534.50
SCALE: 1"= 2'

NOTES

1. FOR GENERAL NOTES AND TYPICAL DETAILS SEE SHEET 10–11, 15–18.
2. VERIFY ALL DIMENSIONS BEFORE START OF WORK.
3. SEE CIVIL/MEP DRAWINGS FOR ELEVATION TOP OF CONCRETE SLAB, DEPRESSIONS, SLOPES, OPENINGS, CURBS, DRAINS, TRENCHES, SLAB EDGE LOCATIONS, ALL OVERALL DIMENSIONS AND LOCATIONS OF OPENINGS NOT INDICATED ON STRUCTURAL DRAWINGS.
4. GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING AND LOCATING ALL OPENINGS THROUGH THE SLAB INCLUDING BUT NOT LIMITED TO ELECTRICAL, MECHANICAL, PLUMBING, SPRINKLER AND TELEPHONE. SUBMIT TO THE STRUCTURAL ENGINEER FOR APPROVAL PRIOR TO SUBMITTAL OF REINFORCING STEEL SHOP DRAWINGS.
5. JIB CRANE FOOTING PER DETAIL 16/8

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SEAL – ENGINEER

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SAE ENGINEERING

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DATE:	08/19/21
DRAWN BY:	CR
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PREPARED FOR:
City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER — DATE 9/9/21

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 9/9/21

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

WET WELL PLAN VIEWS

W.O. NO.

SHEET 12 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 – Wilson Street Lift Station\CADD\Sheets\Sheet 12 Structural Plan Views.dwg Plotted by: cramirez on Aug 19, 2021 – 13:07:20

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Last Edit: 08.10.2021 03:07:25 PM Rv: Cramirez

File: Sheet 12 Structural Plan Views.dwg
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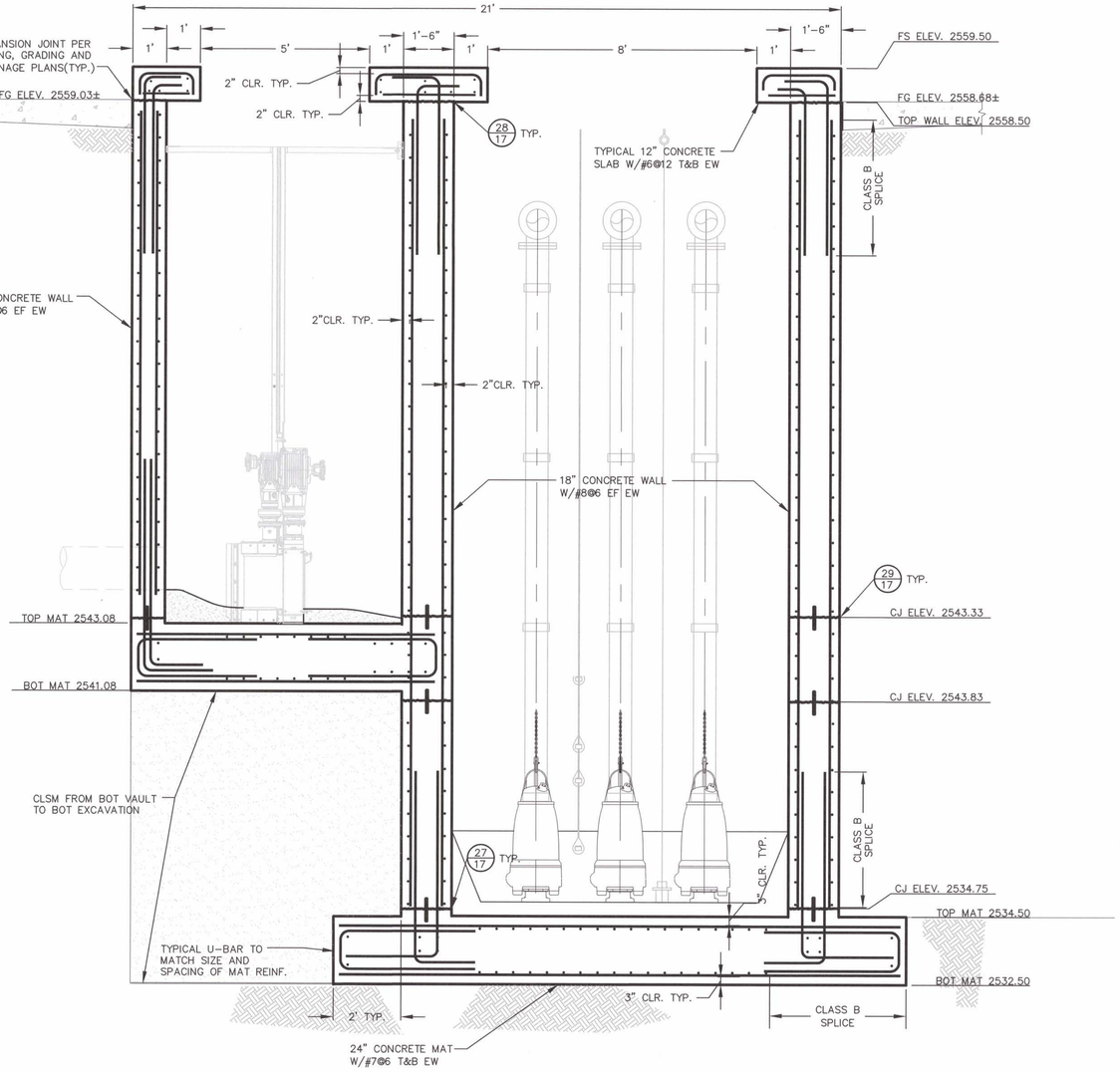
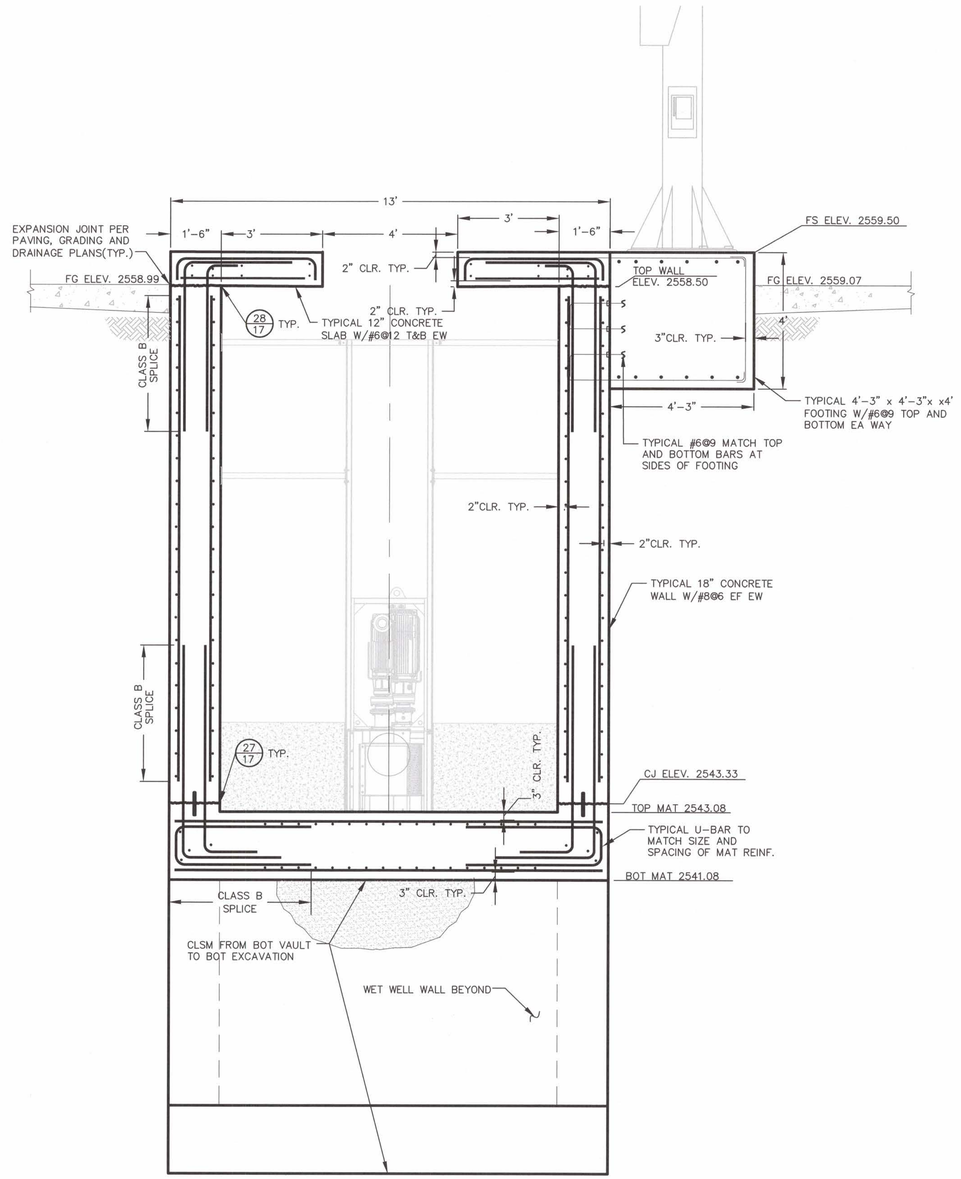


WET WELL SECTION A

SCALE: 1" = 2'



GRINDER VAULT SECTION B

SCALE: 1" = 2'

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MARK		APPR	DATE

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SCALE:
DATE: 08/19/21
DRAWN BY: CR
DESIGNED BY: PH
CHECKED BY: SA

PREPARED FOR:

CITY OF BANNING

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PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

WET WELL SECTION VIEWS

W.O. NO.

SHEET 13 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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Proj. Data: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets
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Last Edit: 08.10.2021 01:04:48 PM By: Cramirez

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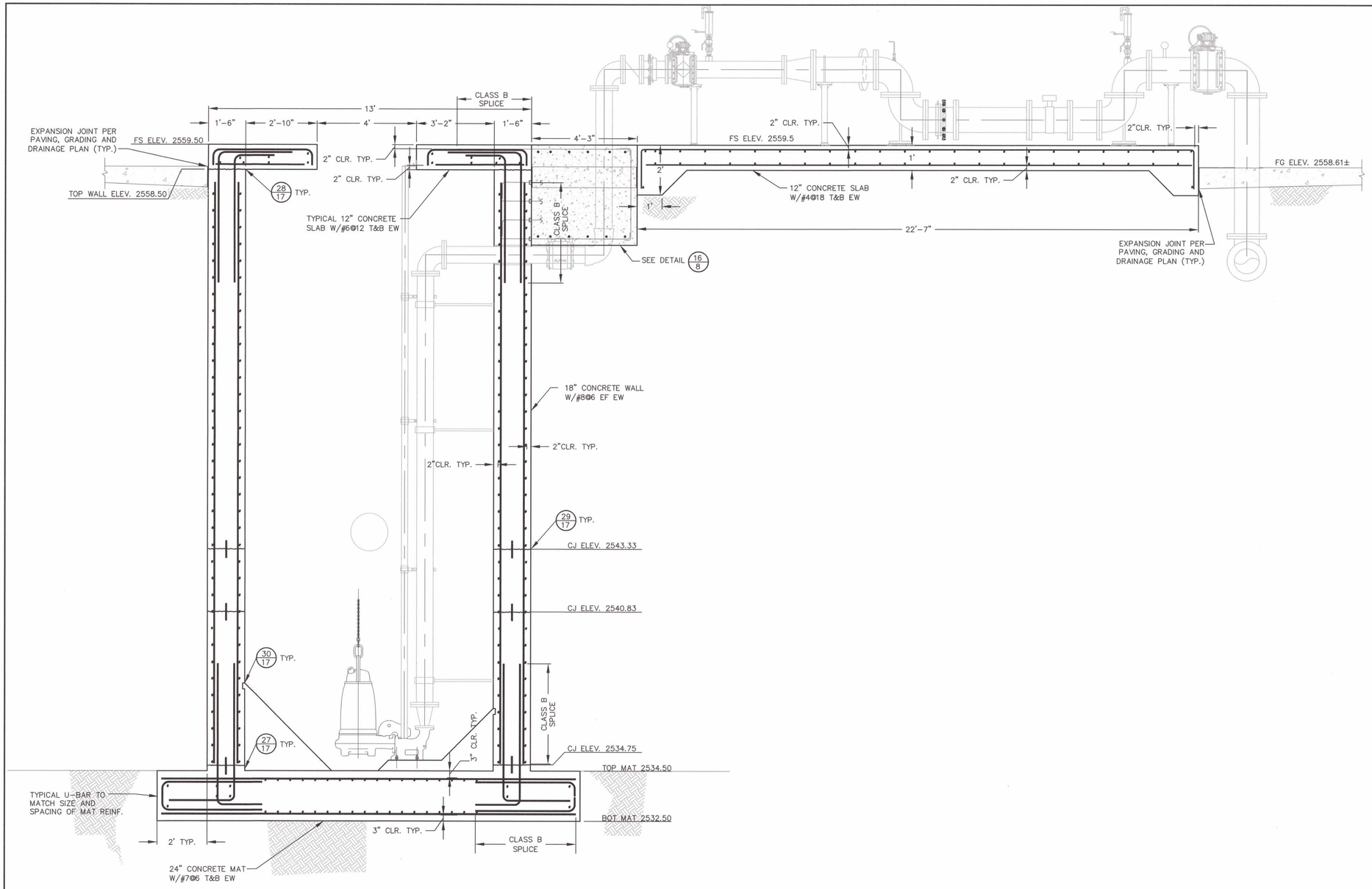

WET WELL SECTION C

SCALE: 1" 2'

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PREPARED FOR: City of BANNING

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ARTURO VELA, RCE #75696 EXP. 6/30/22 — 9/9/21 DATE
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WILSON SEWER LIFT STATION IMPROVEMENT PLANS

WET WELL SECTION VIEWS

W.O. NO.

SHEET 14 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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Last Edit: 08.10.2021 17:49:39 PM Rv: Cramirez

File: Sheet 14 Structural Sections.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 08.19.2021 1:04:39 PM By: cramirez

REINFORCING SPLICE NOTES

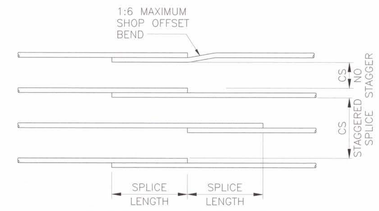
1. ALL LAP SPLICES SHALL BE "CLASS B" UNLESS NOTED OTHERWISE.
2. BAR LOCATION:
   TOP BARS – HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS.
   OTHER BARS – ALL VERTICAL BARS AND HORIZONTAL BARS WITH LESS THAN 12" OF CONCRETE CAST BELOW BARS.
3. CATEGORY:
   S1 – C ≥ 2db AND CS ≥ 4db
   S2 – ALL OTHER CONDITIONS
   S3 – C < db OR CS < 2db
4. REINFORCING GRADE:
   REINFORCING SPLICE LENGTH IS FOR GRADE 60 REINFORCING. FOR GRADE 75 REINFORCING MULTIPLY LENGTHS IN SCHEDULE BY 1.25.
5. CONCRETE:
   REINFORCING SPLICE LENGTH IS FOR NORMAL WEIGHT CONCRETE. FOR LIGHT WEIGHT CONCRETE MULTIPLY LENGTHS IN SCHEDULE BY 1.3.
6. WHERE BARS OF DIFFERENT SIZE ARE SPLICED, SPLICE LENGTH SHALL BE THE LARGER OF DEVELOPMENT LENGTH OF THE LARGER BAR AND SPLICE LENGTH OF THE SMALER BAR.

BUNDLED BAR NOTES

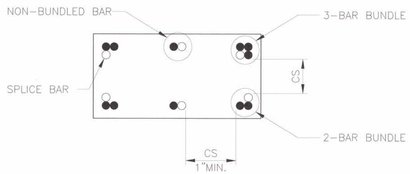
1. BUNDLED BARS OF MORE THAN 2 BARS (INCLUDING SPLICE BAR) IN THE SAME PLANE ARE NOT PERMITTED. ACCEPTABLE BUNDLED BAR LAYOUTS ARE: ●● & ●●
2. USE EFFECTIVE BAR DIAMETER TO DETERMINE APPLICABLE COVER AND SPACING LIMITATIONS FOR BUNDLED BARS:
   A. FOR 2–BAR BUNDLE dbe=1.41db
   B. FOR 3–BAR BUNDLE dbe=1.73db
3. FOR 2–BAR BUNDLE MULTIPLY LENGTHS IN SCHEDULE BY 1.20. FOR 3–BAR BUNDLE MULTIPLY LENGTHS IN SCHEDULE BY 1.33.

LEGEND

(2) INDICATES "REINFORCING SPLICE NOTE" REFERENCE
CS = CLEAR SPACING
C = COVER
db = BAR DIAMETER



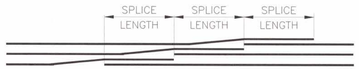
TYPICAL LAP SPLICE



BAR SPACING



2-BAR BUNDLE



3-BAR BUNDLE

BUNDLED BAR LAP SPLICE

REINFORCING SPLICE LENGTH SCHEDULE (INCHES) (4) (5)

CONCRETE STRENGTH(f'c)	CATEGORY (3)	BAR LOCATION (2)	CLASS B BAR SIZE #3	#4	#5	#6	#7	#8	#9	#10	#11	SEISMIC BAR SIZE #3	#4	#5	#6	#7	#8	#9	#10	#11
3000 PSI	S1	TOP	17	23	28	34	49	56	63	71	79	21	28	35	42	61	70	79	89	98
		OTHER	13	18	22	26	38	43	49	55	61	17	22	27	33	47	54	61	68	76
	S2	TOP	28	38	47	56	81	93	105	118	131	35	47	58	70	102	116	131	147	164
		OTHER	22	29	36	43	63	72	81	91	101	27	36	45	54	78	90	101	114	126
	S3	TOP	–	–	70	84	122	139	157	177	196	–	–	87	105	152	174	196	221	245
		OTHER	–	–	54	65	94	107	121	136	151	–	–	67	81	117	134	151	170	189
4000 PSI	S1	TOP	15	20	25	29	43	49	55	62	68	19	25	31	37	53	61	68	77	85
		OTHER	12	15	19	23	33	37	42	47	53	14	19	24	28	41	47	53	59	66
	S2	TOP	25	33	41	49	71	81	91	102	114	31	41	51	61	88	101	114	128	142
		OTHER	19	25	31	37	54	62	70	79	87	24	31	39	47	68	78	87	98	109
	S3	TOP	–	–	61	73	106	121	136	153	170	–	–	76	91	132	151	170	191	212
		OTHER	–	–	47	56	81	93	105	118	131	–	–	58	70	102	116	131	147	164
4500 PSI	S1	TOP	14	19	23	28	40	46	52	58	64	18	23	29	35	50	57	64	72	80
		OTHER	12	14	18	21	31	35	40	45	50	14	18	22	27	39	44	50	56	62
	S2	TOP	23	31	38	46	67	76	86	96	107	29	38	48	57	83	95	107	120	134
		OTHER	18	24	30	35	51	59	66	74	82	22	30	37	44	64	73	82	93	103
	S3	TOP	–	–	57	69	100	114	128	144	160	–	–	71	86	124	142	160	180	200
		OTHER	–	–	44	53	77	88	99	111	123	–	–	55	66	96	110	123	139	154
BAR DIAMETERS (INCHES)		db	0.38	0.50	0.63	0.75	0.88	1.00	1.13	1.27	1.41	0.38	0.50	0.63	0.75	0.88	1.00	1.13	1.27	1.41
		2db	0.75	1.00	1.25	1.50	1.75	2.00	2.26	2.54	2.82	0.75	1.00	1.25	1.50	1.75	2.00	2.26	2.54	2.82
		4db	1.50	2.00	2.50	3.00	3.50	4.00	4.51	5.08	5.64	1.50	2.00	2.50	3.00	3.50	4.00	4.51	5.08	5.64

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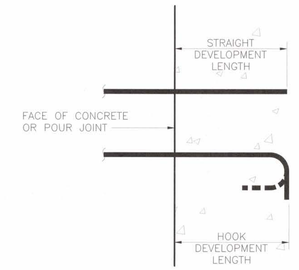
TYPICAL REINFORCING SPLICE LENGTH SCHEDULE DETAIL (17)
SCALE: N.T.S.

REINFORCING DEVELOPMENT NOTES

1. ALL DEVELOPMENT LENGTHS SHALL BE "CLASS A" UNLESS NOTED OTHERWISE.
2. BAR LOCATION:
   TOP BARS – HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS.
   OTHER BARS – ALL VERTICAL BARS AND HORIZONTAL BARS WITH LESS THAN 12" OF CONCRETE CAST BELOW BARS.
3. CATEGORY:
   D1 – C ≥ 2db AND CS ≥ 4db
   D2 – ALL OTHER CONDITIONS
   D3 – C < db OR CS < 2db
4. REINFORCING GRADE:
   REINFORCING DEVELOPMENT LENGTH IS FOR GRADE 60 REINFORCING. FOR GRADE 75 REINFORCING MULTIPLY LENGTHS IN SCHEDULE BY 1.25.
5. CONCRETE:
   REINFORCING DEVELOPMENT LENGTH IS FOR NORMAL WEIGHT CONCRETE. FOR LIGHT WEIGHT CONCRETE MULTIPLY LENGTHS IN SCHEDULE BY 1.3.
6. HOOKED BARS:
   HOOKED BARS SHALL EXTEND INTO SUPPORT AS FAR AS POSSIBLE WITH EMBEDMENT NOT LESS THAN SHOWN IN SCHEDULE. PROVIDE 2" MINIMUM END COVER AND 2½" MINIMUM SIDE COVER.



BUNDLED BAR NOTES

1. BUNDLED BARS OF MORE THAN 2 BARS IN THE SAME PLANE ARE NOT PERMITTED. ACCEPTABLE BUNDLED BAR LAYOUTS ARE: ●● & ●● & ●●
2. USE EFFECTIVE BAR DIAMETER TO DETERMINE APPLICABLE COVER AND SPACING LIMITATIONS FOR BUNDLED BARS:
   A. FOR 2–BAR BUNDLE dbe=1.41db
   B. FOR 3–BAR BUNDLE dbe=1.73db
   C. FOR 4–BAR BUNDLE dbe=2.00db
3. FOR 3–BAR BUNDLE MULTIPLY LENGTHS IN SCHEDULE BY 1.20. FOR 4–BAR BUNDLE MULTIPLY LENGTHS IN SCHEDULE BY 1.33.

LEGEND

(2) INDICATES "REINFORCING DEVELOPMENT NOTE" REFERENCE
CS = CLEAR SPACING
C = COVER
db = BAR DIAMETER

REINFORCING DEVELOPMENT LENGTH SCHEDULE (INCHES) (4) (5)

CONCRETE STRENGTH(f'c)	CATEGORY (3)	BAR LOCATION (2)	CLASS A BAR SIZE #3	#4	#5	#6	#7	#8	#9	#10	#11	SEISMIC BAR SIZE #3	#4	#5	#6	#7	#8	#9	#10	#11
3000 PSI	D1	TOP	13	18	22	26	38	43	49	55	61	17	22	27	33	47	54	61	68	76
		OTHER	12	14	17	20	29	33	37	42	47	13	17	21	25	36	42	47	53	58
	D2	TOP	22	29	36	43	63	72	81	91	101	27	36	45	54	78	90	101	114	126
		OTHER	17	22	28	33	48	55	62	70	78	21	28	35	42	60	69	78	87	97
	D3	TOP	–	–	54	65	94	107	121	136	151	–	–	67	81	117	134	151	170	189
		OTHER	–	–	42	50	72	83	93	105	116	–	–	52	62	90	103	116	131	145
	HOOK		6	8	10	12	14	16	18	20	22	8	10	12	15	17	20	22	25	28
4000 PSI	D1	TOP	12	15	19	23	33	37	42	47	53	14	19	24	28	41	47	53	59	66
		OTHER	12	12	15	18	25	29	33	37	41	12	15	18	22	32	36	41	46	51
	D2	TOP	19	25	31	37	54	62	70	79	87	24	31	39	47	68	78	87	98	109
		OTHER	15	19	24	29	42	48	54	61	67	18	24	30	36	52	60	67	76	84
	D3	TOP	–	–	47	56	81	93	105	118	131	–	–	58	70	102	116	131	147	164
		OTHER	–	–	36	43	63	72	81	91	101	–	–	45	54	78	89	101	113	126
	HOOK		6	7	9	10	12	14	15	17	19	7	9	11	13	15	17	19	22	24
4500 PSI	D1	TOP	12	14	18	21	31	35	40	45	50	14	18	22	27	39	44	50	56	62
		OTHER	12	12	14	17	24	27	31	35	38	12	14	17	21	30	34	38	43	48
	D2	TOP	18	24	30	35	51	59	66	74	82	22	30	37	44	64	73	82	93	103
		OTHER	14	18	23	27	40	45	51	57	64	17	23	28	34	49	56	64	71	79
	D3	TOP	–	–	44	53	77	88	99	111	123	–	–	55	66	96	110	123	139	154
		OTHER	–	–	34	41	59	68	76	86	95	–	–	42	51	74	84	95	107	119
	HOOK		6	7	8	10	11	13	15	16	18	6	8	10	12	14	16	18	20	23
BAR DIAMETERS (INCHES)		db	0.38	0.50	0.63	0.75	0.88	1.00	1.13	1.27	1.41	0.38	0.50	0.63	0.75	0.88	1.00	1.13	1.27	1.41
		2db	0.75	1.00	1.25	1.50	1.75	2.00	2.26	2.54	2.82	0.75	1.00	1.25	1.50	1.75	2.00	2.26	2.54	2.82
		4db	1.50	2.00	2.50	3.00	3.50	4.00	4.51	5.08	5.64	1.50	2.00	2.50	3.00	3.50	4.00	4.51	5.08	5.64

TYPICAL REINFORCING DEVELOPMENT LENGTH SCHEDULE DETAIL (18)
SCALE: N.T.S.

WILSON SEWER LIFT STATION

REVISIONS

MARK		APPR	DATE

SEAL – ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:
DATE: 08/19/21
DRAWN BY: CR
DESIGNED BY: PH
CHECKED BY: SA

PREPARED FOR: City of BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 9/9/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

STRUCTURAL DETAILS

W.O. NO.
SHEET 15 OF 26
MAP FILE NO.

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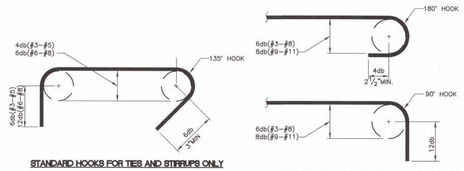


STANDARD HOOKS FOR TIES AND STIRRUPS ONLY

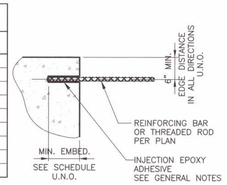
STANDARD HOOKS (EXCLUDING TIES AND STIRRUPS)

	BAR SIZE							
	#3	#4	#5	#6	#7	#8	#9	#10	#11
4db	1½" *	2" *	2½" *	3"	3½"	4"	4½"	5"	5½"
6db	2¼" *	3"	3¾" *	4½"	5¼"	6"	–	–	–
8db	–	–	–	–	–	–	9½"	10¾"	12"
12db	4½"	6"	7½"	9"	10½"	12"	13½"	15"	16½"

LEGEND
db = BAR DIAMETER
* = MINIMUM HOOK LENGTH MAY GOVERN

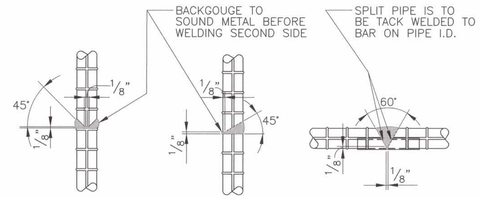
TYPICAL REINFORCING BAR STANDARD HOOK DETAIL 19
SCALE: N.T.S.

EPOXY ANCHOR EMBEDMENT SCHEDULE		
BAR SIZE	ROD DIAMETER	MIN. EMBED. U.N.O.
#3	3/8"	3 3/8"
#4	1/2"	4 1/2"
#5	5/8"	5 5/8"
#6	3/4"	6 3/4"
#7	7/8"	7 7/8"
#8	1"	9"
#9	–	10 1/8"
#10	1 1/4"	11 1/4"
#11	–	12 3/8"



NOTES:
1. EPOXY ANCHORS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS. SEE SCHEDULE FOR MINIMUM EMBEDMENT LENGTHS.
2. EPOXY ANCHORS TO BE USED ONLY WHERE INDICATED ON DRAWINGS.

TYPICAL EPOXY ANCHOR EMBEDMENT SCHEDULE DETAIL 20
SCALE: N.T.S.



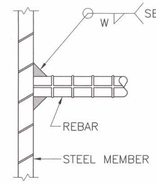
VERTICAL BARS
#9 AND LARGER

VERTICAL BARS
#8 AND SMALLER

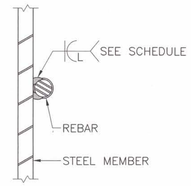
HORIZONTAL BARS

NOTES:
1. BUTT WELDED SPLICES MAY BE USED AS AN ALTERNATE TO LAP SLICES.
2. STAGGER BUTT WELDED SPLICES 2'-0" AT ADJACENT BARS.
3. WELDING SHALL CONFORM TO AWS D1.4.

TYPICAL BUTT WELDED SPLICE DETAIL 21
SCALE: N.T.S.



FILLET WELD

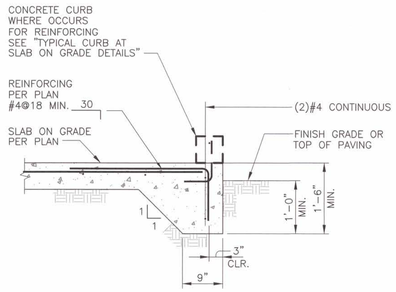


FLARE BEVEL GROOVE WELD

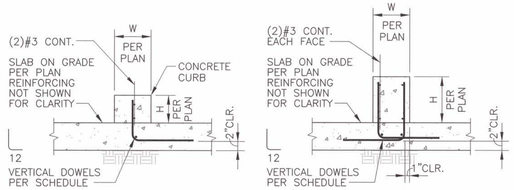
WELD SCHEDULE		
BAR SIZE	L	W
#3	2"	1/4"
#4	3"	5/16"
#5	4"	3/8"
#6	4"	7/16"
#7	5"	1/2"
#8	6"	9/16"
#9	6"	5/8"
#10	7"	11/16"
#11	8"	3/4"

NOTES:
1. WELDING SHALL CONFORM TO AWS D1.4.
2. IT IS ACCEPTABLE TO PROVIDE CJP WELD IN LIEU OF FILLET WELD.

TYPICAL WELDED REBAR DETAIL 22
SCALE: N.T.S.



TYPICAL EDGE OF SLAB ON GRADE DETAIL 23
SCALE: N.T.S.



CURB WIDTH "W" ≤ 8"

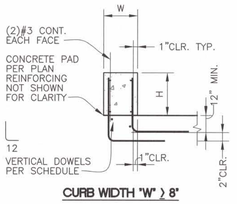
CURB WIDTH "W" > 8"

LEGEND
H = CURB HEIGHT
W = CURB WIDTH

VERTICAL DOWEL SCHEDULE		
CURB HEIGHT	W ≤ 8"	W > 8"
H ≤ 12"	#4@18 CENTERED	#4@18 E.F.
12 < H ≤ 18"	#4@12 CENTERED	#4@12 E.F.

NOTE:
1. DRILL & EPOXY VERTICAL DOWELS w/4" EMBED AT (E)SLAB ON GRADE

TYPICAL CURB AT SLAB ON GRADE DETAIL 24
SCALE: N.T.S.



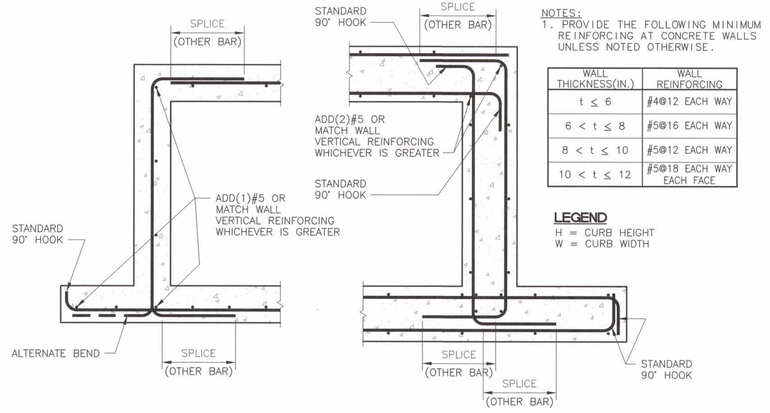
LEGEND
H = CURB HEIGHT
W = CURB WIDTH

CURB WIDTH "W" ≥ 8"

VERTICAL DOWEL SCHEDULE

CURB HEIGHT	W ≥ 8"
H ≤ 12"	#4@18 E.F.
12 < H ≤ 18"	#4@12 E.F.

TYPICAL CURB AT CONCRETE PAD DETAIL 25
SCALE: N.T.S.



NOTES:
1. PROVIDE THE FOLLOWING MINIMUM REINFORCING AT CONCRETE WALLS UNLESS NOTED OTHERWISE.

WALL THICKNESS(IN.)	WALL REINFORCING
t ≤ 6	#4@12 EACH WAY
6 < t ≤ 8	#5@16 EACH WAY
8 < t ≤ 10	#5@12 EACH WAY
10 < t ≤ 12	#5@18 EACH WAY EACH FACE

LEGEND
H = CURB HEIGHT
W = CURB WIDTH

TYPICAL CONCRETE WALL AND FOOTING REINFORCING AT INTERSECTIONS AND ENDS DETAIL 26
SCALE: N.T.S.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

STRUCTURAL DETAILS

W.O. NO.

SHEET 16 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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File: Sheet 16 Structural Details 2.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 08.19.2021 1:36:23 PM By: cramirez

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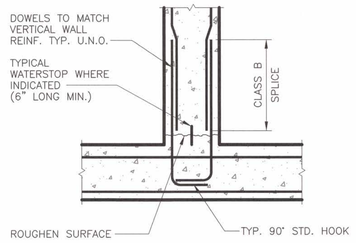
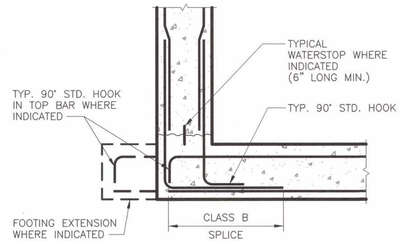


INTERMEDIATE WALL

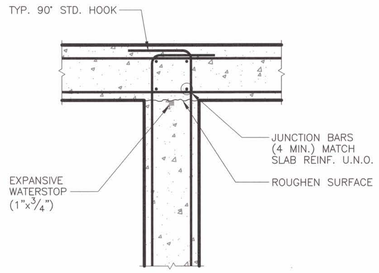


END WALL

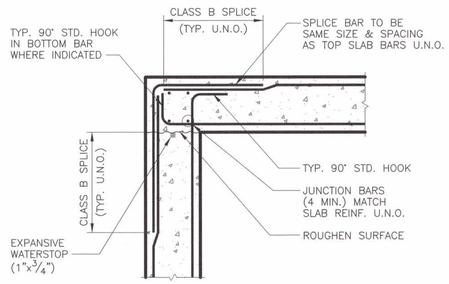
NOTES:
1. STARTER WALL MAY BE ELIMINATED AT JOINTS WITHOUT WATERSTOP.
2. SEE INTERMEDIATE WALL FOR INFORMATION NOT GIVEN FOR END WALL.

TYPICAL CONCRETE WALL CONSTRUCTION JOINT AT BASE DETAIL (27)

SCALE: N.T.S.

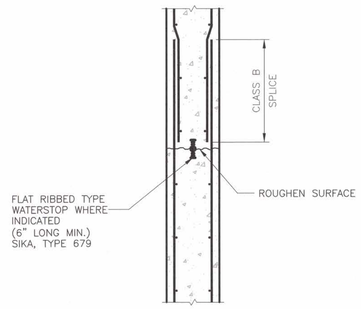


INTERMEDIATE WALL



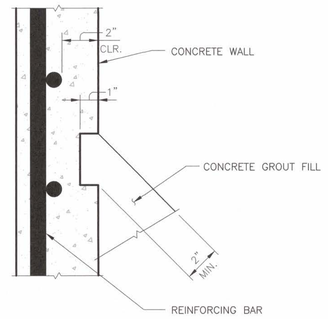
TYPICAL CONCRETE WALL CONSTRUCTION JOINT AT TOP DETAIL (28)

SCALE: N.T.S.



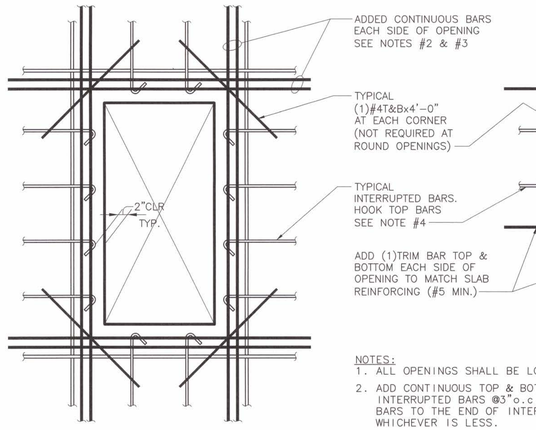
TYPICAL CONCRETE WALL CONSTRUCTION JOINT DETAIL (29)

SCALE: N.T.S.



TYPICAL CONCRETE GROUT KEY FILL DETAIL (30)

SCALE: N.T.S.



LARGE OPENING (4'-0" MAX.)

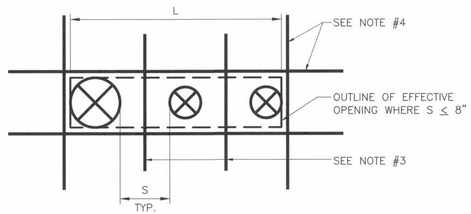
SMALL OPENING (2'-0" MAX.)

NOTES:
1. ALL OPENINGS SHALL BE LOCATED ON REBAR SHOP DRAWINGS.
2. ADD CONTINUOUS TOP & BOTTOM BARS EQUAL TO HALF THE NUMBER OF INTERRUPTED BARS @3"o.c. ON EACH SIDE OF OPENING. EXTEND ADDED BARS TO THE END OF INTERRUPTED BARS OR 8'-0" BEYOND OPENING, WHICHEVER IS LESS.
3. ADDED REINFORCING SHOWN ON PLANS AROUND OPENINGS SHALL BE IN LIEU OF ADDED CONTINUOUS BARS IN THIS DETAIL.
4. IT IS ACCEPTABLE TO LAP SPLICE HOOKED DOWELS TO INTERRUPTED TOP BARS.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

TYPICAL REINFORCING AT SLAB OPENING DETAIL (31)

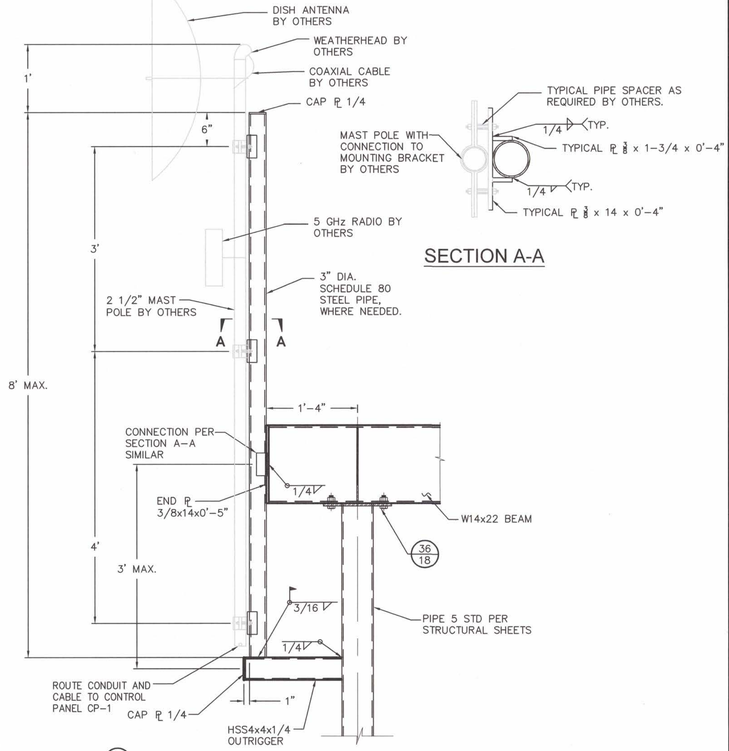
SCALE: N.T.S.



NOTES:
1. THIS DETAIL APPLIES TO GROUPS OF PENETRATIONS 8"ø OR SMALLER WHERE S ≤ 8".
2. WHERE S > 8", TREAT EACH PENETRATION AS AN INDIVIDUAL OPENING.
3. WHERE 3" < S ≤ 8", ADD (1)#4T&B BETWEEN OPENINGS. EXTEND 1'-0" BEYOND EFFECTIVE OPENING EACH SIDE.
4. WHERE L > 1'-0", ADD TRIM BARS AROUND EFFECTIVE OPENING PER TYPICAL DETAILS. DIAGONAL BARS NOT REQUIRED.

TYPICAL GROUPED SLAB PENETRATION DETAIL (32)

SCALE: N.T.S.



SECTION A-A

NOTE: SEE DETAIL (33/18) FOR INFORMATION NOT SHOWN.

SCADA ANTENNA MAST DETAIL (32A)

SCALE: N.T.S.

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: CITY OF BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 9/9/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75596 EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

STRUCTURAL DETAILS

W.O. NO.

SHEET 17 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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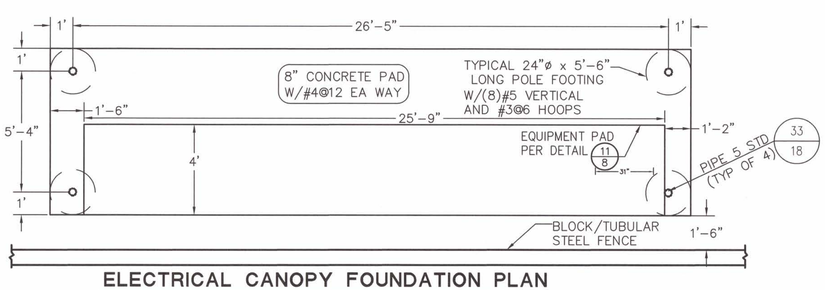
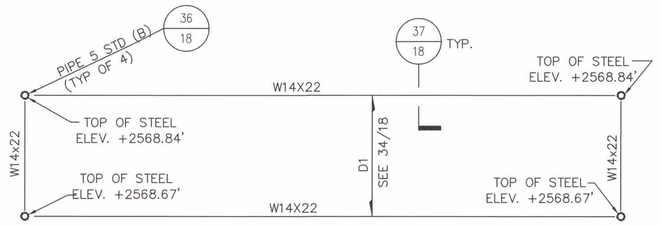


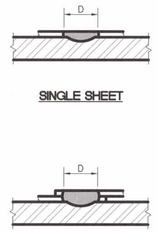
ELECTRICAL CANOPY FOUNDATION PLAN

SCALE: N.T.S.



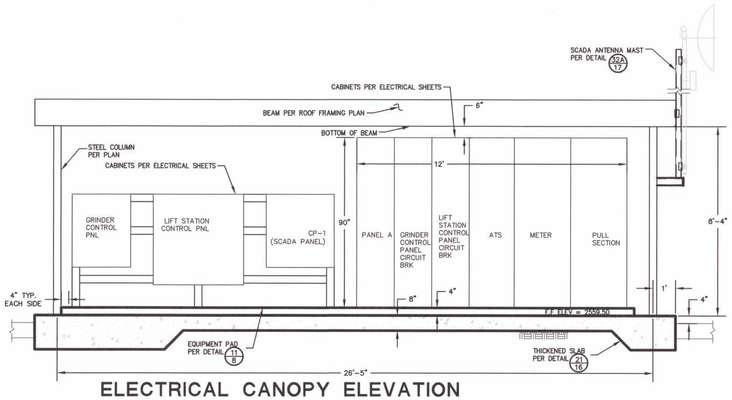
ELECTRICAL CANOPY ROOF FRAMING PLAN

SCALE: N.T.S.



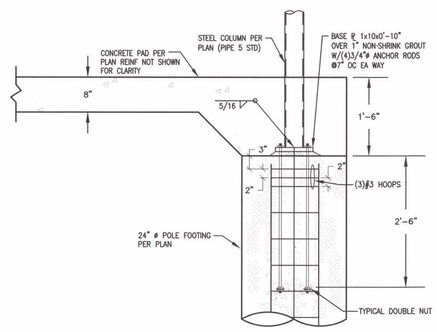
REQUIRED VISIBLE PW DIAMETER		
DECK GAUGE	SINGLE SHEET	DOUBLE SHEET
22	3/4"	7/8"
20	3/4"	7/8"
18	7/8"	1"
16	7/8"	1"

NOTES:
1. SEE REQUIRED VISIBLE PUDDLE WELD TABLE FOR MINIMUM WELDS REQUIRED TO ACHIEVE 1/2 INCH EFFECTIVE DIAMETER. PERFORM WELDS IN ACCORDANCE WITH AWS D1.3.
2. SHORING IS REQUIRED FOR SPANS GREATER THAN THOSE SHOWN IN THE SCHEDULE.
3. NW = NORMAL-WEIGHT
   LW = LIGHTWEIGHT
   PW = PUDDLE WELD
   BP = BUTTON PUNCH
   TSW = TOP SEAM WELD
   VSC2= VERCO SIDELAP CONNECTION 2



ELECTRICAL CANOPY ELEVATION

SCALE: N.T.S.



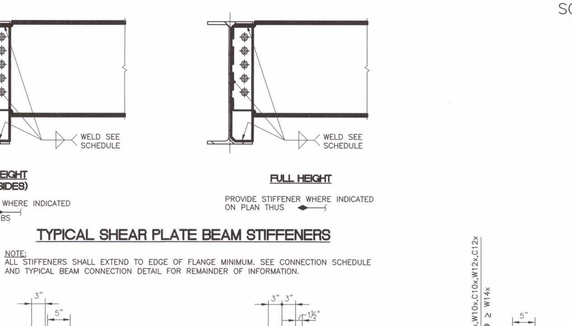
ELECTRICAL CANOPY COLUMN BASE DETAIL (33/–)

SCALE: N.T.S.

MARK	METAL DECK		CONCRETE		TOTAL SLAB THICKNESS (T)	METAL DECK ATTACHMENT					MAXIMUM UNSHORED CLEAR SPAN		
						PERPENDICULAR TO DECK		PARALLEL TO DECK	PERIMETER AND EDGES	SEAMS			
	TYPE	GAUGE	THICKNESS	REINFORCING		ENDS	INTERMEDIATE				SINGLE	DOUBLE	TRIPLE
D1	VERCO HSB-36	18	N/A	N/A	1 1/2"	(7)PW PER 36" SHEET	(4)PW PER 36" SHEET	PW@12"o.c.	PW@6"o.c.	BP@12"o.c.	7'-0"	8'-0"	9'-0"

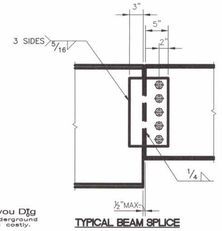
ELECTRICAL CANOPY STEEL DECK SCHEDULE (34/–)

SCALE: N.T.S.



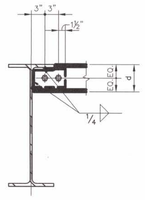
TYPICAL SHEAR PLATE BEAM STIFFENERS

NOTE:
ALL STIFFENERS SHALL EXTEND TO EDGE OF FLANGE MINIMUM. SEE CONNECTION SCHEDULE AND TYPICAL BEAM CONNECTION DETAIL FOR REMAINDER OF INFORMATION.

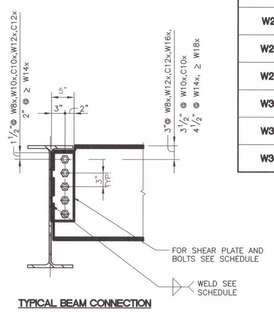


TYPICAL BEAM SPLICE

PROVIDE BEAM SPLICE WHERE INDICATED ON PLAN THUS

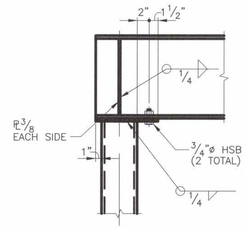


TYPICAL W6x-C6x
BEAM CONNECTION

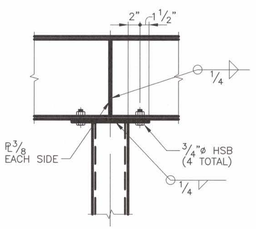


TYPICAL BEAM CONNECTION

CONNECTION SCHEDULE			
BEAM SIZE	BOLTS (HSB)	SHEAR PLATE "t"	WELD (BOTH SIDES)
W6x, C6x	2-7/8"ø	3/8	1/4
W8x, W10x C8x, C10x	2-7/8"ø	3/8	1/4
W12x, W14x C12x	3-7/8"ø	3/8	1/4
W16x, W18x	4-7/8"ø	3/8	1/4
W21x	5-7/8"ø	3/8	1/4
W24x	6-7/8"ø	3/8	1/4
W27x	7-7/8"ø	3/8	1/4
W30x	8-7/8"ø	3/8	1/4
W33x	9-7/8"ø	3/8	1/4
W36x	10-7/8"ø	3/8	1/4



END BEARING PLATE (B)

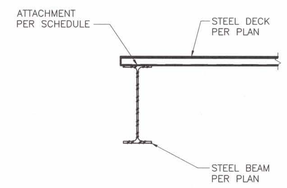


INTERMEDIATE BEARING PLATE (A)

NOTES:
1. ALL TUBE AND PIPE BEARING PLATES SHALL BE 1/2" THICK UNLESS NOTED OTHERWISE ON PLAN OR SECTION.
2. ALL BEARING PLATES SHALL BE AS WIDE AS SUPPORTING SURFACE AND SHALL BE 1" MINIMUM WIDER ON EACH SIDE OF THE TUBE OR PIPE.

TYPICAL TUBE AND PIPE COLUMN CONNECTION DETAIL (36/–)

SCALE: N.T.S.



EDGE OF DECK DETAIL (37/–)

SCALE: N.T.S.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

TYPICAL STEEL BEAM CONNECTION SCHEDULE DETAIL (35/–)

SCALE: N.T.S.

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

STEVEN A. ANDREWS, REGISTERED PROFESSIONAL ENGINEER, RCE 31259, CIVIL, STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 9/9/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

ELECTRICAL EQUIPMENT CANOPY

W.O. NO.

SHEET 18 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 18 Structural Canopy.dwg Plotted by: cramirez on Aug 19, 2021 - 13:38:06

Proj. Data: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets
Created: 05.19.2021 04:55:29 PM Author:----
Last Edit: 08.10.2021 11:19:46 AM By: Cramirez

File: Sheet 18 Structural Canopy.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 08.19.2021 1:38:06 PM By: cramirez

SYMBOL LIST

SYMBOL	DESCRIPTION
7	POLE MTD LIGHTING FIXTURE, "7" DENOTES CIRCUIT NUMBER. * DENOTES SECURITY CAMERA
S 3aKT	SINGLE POLE TOGGLE SWITCH, +48" AFF, UON SUBSCRIPTS INDICATE THE FOLLOWING: a – OUTLETS CONTROLLED; 3 – THREE WAY; 4 – FOUR WAY K – KEYED; P – PILOT LIGHT; PH – PHOTO CELL M – MANUAL MOTOR STARTER; T – TIME SWITCH
	DUPLEX CONVENIENCE OUTLET 20A, 120VOLT, +18" AFF UON
	SINGLE OUTLET TWIST–LOC, 20A, 120V
J	JUNCTION BOX
T	LINE VOLTAGE THERMOSTAT
T	TRANSFORMER (SYMBOL FOR PLAN DWG)
	CONDUIT SEAL
"0"	MAGNETIC MOTOR STARTER, NEMA SIZE "0", UON
"1" REV	MAGNETIC MOTOR STARTER, REVERSING TYPE, NEMA SIZE "1", UON
"1" 15A	COMBINATION MAGNETIC MOTOR STARTER, NEMA SIZE "1" UON AND 15A DISCONNECT SWITCH 3P, UON
30A	DISCONNECT SWITCH, 30A NON–FUSED, 3P, UON
50AF 60A	DISCONNECT SWITCH, 60A WITH 50A FUSE, 3P, UON
a	'a' INDICATES AN AUXILIARY CONTACT OF A BREAKER OR STARTER COIL. CONTACT ALWAYS OPEN WHEN MAIN CONTACTS ARE OPEN.
M	MOTOR STARTER COIL, OR CONTROL COIL AS NOTED
AS	AMMETER SWITCH, VS=VOLTMETER SWITCH
2	POTENTIAL TRANSFORMER, 2 REQD OR AS NOTED
100/5 2	CURRENT TRANSFORMER, 2 REQD OR AS NOTED WITH 100/5 RATIO
20	MOTOR, NUMBER IS HP RATING, UON
M	MOTOR (SYMBOL FOR PLAN DWG)
	GROUND ROD IN GROUND WELL, (REFER TO SPECIFICATION FOR SIZE).
A 100	FIXTURE TYPE "A", 100 WATTS EACH, TYPICAL IN ROOM OR AREA, UON
G	GROUNDING CONDUIT, CONDUCTOR AND GROUND ROD (COPPER–CLAD STAINLESS STEEL 5/8" DIAMETER X 10' LONG), UON
E	CONDUIT STUB WITH CAP AND A SUITABLE PULL WIRE FOR FUTURE USE
T	TELEPHONE CONDUIT, 3/4" CONDUIT ONLY OR AS NOTED
1	CONDUIT AND CONDUCTOR CALLOUT. REFER TO CONDUIT SCHEDULE ON PLANS
(2) 2 1/2" 3#4/0 1#3G	CONDUIT AND CONDUCTOR AS INDICATED, TWO CONDUITS OF SIZE TWO AND ONE HALF INCHES DIAMETER, EACH WITH THREE #4/0 AWG AND ONE #3 AWG GROUNDING CONDUCTORS. CONDUCTORS SHALL BE THHN/THWN COPPER.
A	METER, A=AMMETER, HZ=HERTZ, V=VOLTMETER, W=WATT, WH=WATTHOUR
	PLAN DIAGRAM FOR CONDUIT ENTRANCE TO CABINET OR DEVICE, ROUTE AND INSTALL TO SUIT FIELD CONDITIONS
	THERMAL ELEMENT
200AF 150AT	CIRCUIT BREAKER, MOLDED CASE, 150 AMP TRIP, 200 AMP FRAME, OR AS NOTED. 3 POLE, UON. (120V CB'S ARE 1 POLE, UON)
70AF 100A	FUSED DISCONNECT SWITCH, 100 AMP WITH 3–70 AMP FUSES OR AS NOTED. 3 POLE, UON. (120V SW'S ARE 1 POLE, UON)
	CONDUIT TURNING UP OR TOWARDS VIEWER
	CONDUIT TURNING DOWN OR AWAY FROM VIEWER
	1"C, 2#12, 1#12 GND UON, EXPOSED
	CONDUIT RUN CONCEALED IN CEILING, WALL OR UNDERGROUND

CONDUIT TYPES TO BE AS FOLLOWS:

A. CONCEALED IN WALLS OF CEILING: FLEXIBLE METAL CONDUIT (FMC), ELECTRICAL METALLIC CONDUIT (EMT)
B. EXPOSED AND SUBJECT TO PHYSICAL DAMAGE: GALVANIZED RIDGID CONDUIT (GRC).
C. EXPOSED AND NOT SUBJECT TO PHYSICAL DAMAGE: EMT
D. EXTERIOR AND NOT SUBJECT TO PHYSICAL DAMAGE: EMT WITH COMPRESSION FITTINGS.
E. EXTERIOR AND SUBJECT TO PHYSICAL DAMAGE: GRC
F. BELOW GRADE: PVC SCH 40 OR PVC COATED GRC.

Call before you Dig
Avoid cutting underground utility lines. It's easy.
Call 811 or 1-800-422-4133

SYMBOL	DESCRIPTION
M	UTILITY METERING WITH CURRENT AND POTENTIAL TRANSFORMERS AS REQUIRED
	OPEN SWITCH WITH TIME DELAY CLOSING (TDOE=TIME DELAY ON ENERGIZATION)
	CLOSED SWITCH WITH TIME DELAY OPENING (TDOD=TIME DELAY ON DE–ENERGIZATION)
30A	COMBINATION STARTER WITH MOTOR CIRCUIT PROTECTOR. 30AMP MCP, NEMA SIZE 1 MOTOR STARTER & OVERLOAD HEATERS.
30 KVA 480–120/208	TRANSFORMER WITH SECONDARY GROUND, 30KVA, OPERATING VOLTAGE (PRIMARY–SECONDARY)
	FLEXIBLE CONDUIT CONNECTION TO EQUIPMENT, UON
1	REFERENCE NOTE
A 18	REFERS TO SECTION "A" ON SHEET "18", UON
2 18	REFERS TO DETAIL "2" ON SHEET "18", UON
	TRANSIENT SUPPRESSION
A	PUSH–TO–TEST PILOT LIGHT, A=AMBER, G=GREEN R=RED, W=WHITE
	TERMINAL & CONNECTION TO PLC
	SECURITY CAMERA

GENERAL INSTRUMENTATION AND CONTROL FUNCTION SYMBOLS

XXX OR XXXXX	EQUIPMENT/FIELD MOUNTED. SHOWN FOR DEVICE XXX OR XXXXX, TYPICAL.
	INSTRUMENTS SHARING A COMMON HOUSING, EQUIPMENT/FIELD MOUNTED.
XXX	PANEL MOUNTED, OPERATOR ACCESSIBLE. MOUNTED IN CP–1, UON. PANEL XXX SHOWN.
	PANEL MOUNTED, OPERATOR INACCESSIBLE.
XXX / XXX	INSTRUMENTS SHARING COMMON HOUSING, PANEL MOUNTED IN LCP, UON, PANEL XXX SHOWN
	PLC SHARED DISPLAY/CONTROL FUNCTIONS
DI	PLC INPUT/OUTPUT POINT, DISCRETE INPUT SHOWN
	PNEUMATIC SIGNAL
	ELECTRICAL SIGNAL
	COMMUNICATION OR LOGIC SIGNAL
	MICROPROCESSOR BASED LOCAL OPERATOR INTERFACE (HMI)
	MICROPROCESSOR BASED REMOTE (SCADA) OPERATOR INTERFACE (HMI)

ISA – S5.1 TABLE 1 IDENTIFICATION LETTERS

FIRST LETTER(S)			SUCCEEDING LETTERS		
	MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A	ANALYSIS		ALARM		
B	BURNER, COMBUSTION				
C	CONDUCTIVITY		CLOSE	CONTROL	CLOSED
D	DENSITY	DIFFERENTIAL			
E	VOLTAGE		PRIMARY ELEMENT		
F	FLOW RATE	RATIO (FRACTION)			
G	GAUGE		GLASS, VIEWING DEVICE		
H	HAND (MANUAL)				HIGH
I	CURRENT (ELECTRICAL)		INDICATE		
J	POWER	SCAN			
K	TIME, TIME SCHED.	TIME RATE OF CHANGE		CONTROL STATION	
L	LEVEL		LIGHT		LOW
M	MOISTURE	MOMENTARY			MIDDLE
N	INTRUSION				NORMAL
O	TORQUE		OPEN		OPENED
P	PRESSURE, VACUUM		POINT CONNECTION		
Q	QUANTITY	INTEGRATE, TOTALIZE			
R	RADIATION		RECORD OR PRINT		
S	SPEED, FREQUENCY	SAFETY		SWITCH	
T	TEMPERATURE			TRANSMIT	
U	MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V	VIBRATION			VALVE, LOUVER	
W	WEIGHT, FORCE		WELL		
X	UNCLASSIFIED	X AXIS	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
Y	EVENT, STATE OR PRESENCE	Y AXIS		RELAY, COMPUTE, CONVERT	
Z	POSITION	Z AXIS		DRIVER, ACTUATOR, FINAL CONTROL ELEMENT	

REFERENCE ISA–S5.1 SECTION 5.1 AND TABLE 2 FOR EXPLANATION AND TYPICAL LETTER COMBINATIONS

ABBREVIATIONS

A	AMPERE, AUTO, AUTOMATIC
AFF	ABOVE FINISHED FLOOR
AFS	ABOVE FINISHED SURFACE
AI	ANALOG INPUT TO PLC
AIC	AMPERE INTERRUPTING CAPACITY
ANN	ANNUNCIATOR
AO	ANALOG OUTPUT FROM PLC
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GUAGE
BLDG	BUILDING
BRKR	BREAKER
C	CONDUIT
CAB	CABINET
CB	CIRCUIT BREAKER
CKT	CIRCUIT
CLG	CEILING
CNTRL	CONTROL
CO	CONDUIT ONLY
CPT	CONTROL POWER TRANSFORMER, 120 V SECONDARY, UON
CPU	CENTRAL PROCESSING UNIT
CM	COMMUNICATION MODULE
DC	DIRECT CURRENT
DI	DISCRETE INPUT TO PLC
DISC	DISCONNECT
DO	DISCRETE OUTPUT FROM PLC
D/P	DIFFERENTIAL PRESSURE
DPDT	DOUBLE–POLE, DOUBLE–THROW
DPM	DIGITAL PANEL METER
DWG	DRAWING
EA	EACH
EC	ELECTRICAL CONTRACTOR
EF–X	EXHAUST FAN NO.X
ELECT.	ELECTRICAL
EMI	ELECTROMAGNETIC INTERFERENCE
EQUIP	EQUIPMENT
EX	EXISTING
F	FUSE
FA	FLOW ALARM
FIT	FLOW INDICATOR/TRANSMITTER
FM	FACTORY MUTUAL
FS	FLOW SWITCH OR FLOAT SWITCH
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND OR G	GROUND
HOA	HAND–OFF–AUTOMATIC
HP	HORSEPOWER
HT	HEIGHT
HS	HAND SWITCH
I/O	INPUT/OUTPUT
IC	INSTRUMENTATION CONTRACTOR
JB	JUNCTION BOX
JS	POWER SWITCH
KCMIL	THOUSAND CIRCULAR MILS
KVA	KILOVOLT–AMPERE
KW	KILOWATT
K	THOUSAND
LAH	LEVEL ALARM, HIGH
LAL	LEVEL ALARM, LOW
LCL	LONG CONTINUOUS LOAD
LCP	LOCAL CONTROL PANEL
LM	LARGEST MOTOR
LOS	LOCKOUT STOP
LSH	LEVEL SWITCH, HIGH
LSL	LEVEL SWITCH, LOW
LT	LEVEL TRANSMITTER
LTG	LIGHTING
LV	LOW VOLTAGE
LVL	LEVEL
MA	MANUAL OR MILLIAMPERE
MAX	MAXIMUM
MFR	MANUFACTURER
MH	MANHOLE, MOUNTING HEIGHT
MIN	MINIMUM
MOV	MOTOR OPERATED VALVE
MTD	MOUNTED
MTG	MOUNTING
NA	INTRUSION ALARM
N/C OR NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
N/O OR NO	NORMALLY OPEN
NO. OR #	NUMBER
NS	INTRUSION SWITCH
NTS	NOT TO SCALE
OC	ON CENTER
P	POLE
PAH	PRESSURE ALARM, HIGH
PAL	PRESSURE ALARM, LOW
P&ID	PROCESS AND INSTRUMENTATION DIAGRAM
PB	PULL BOX
PC	PHOTO CELL
PFA	POWER FAILURE ALARM
PH	PHASE
PID	PROPORTIONAL, INTEGRAL, AND DERIVATIVE (TUNING)
PLC	PROGRAMMABLE LOGIC CONTROLLER
P/L	PROPERTY LINE
PNL	PANEL
PSH	PRESSURE SWITCH, HIGH
PSL	PRESSURE SWITCH, LOW
PT	PRESSURE TRANSMITTER
PTT	PUSH–TO–TEST
PVC	POLYVINYL CHLORIDE
ø	PHASE
REQD	REQUIRED
REQMT	REQUIREMENT
RTU	REMOTE TERMINAL UNIT
SCCR	SHORT–CIRCUIT CURRENT RATING
SHT	SHEET
SPDT	SINGLE–POLE, DOUBLE–THROW
SPEC	SPECIFICATION
SPST	SINGLE–POLE, SINGLE–THROW
S/N	SOLID NEUTRAL
S/S	START–STOP
SW	SWITCH
TB	TERMINAL BLOCK, OR TERMINAL BOX
TC, T/C	TIME CLOCK
TD	TIME DELAY
TERM	TERMINAL
TYP	TYPICAL
TSP	TWISTED SHIELDED PAIR, #16 AWG
TST	TWISTED SHIELDED TRIAD, #16 AWG
UL	UNDERWRITER'S LABORATORY
UON	UNLESS OTHERWISE NOTED
UPS	UNINTERRUPTABLE POWER SUPPLY
UG	UNDERGROUND
V	VOLTAGE
VA	VOLT–AMPERES
VFD	VARIABLE FREQUENCY DRIVE
XFMR	TRANSFORMER
XTMR	TRANSMITTER
W	WATT
WH	WATTHOUR
WP	WEATHERPROOF
WR	WEATHER–RESISTANT
WT	WATER TIGHT
Z	IMPEDANCE
ZS	LIMIT SWITCH
3W	THREE–WIRE
4W	FOUR–WIRE

NOTES

NOT ALL SYMBOLS AND ABBREVIATIONS MAY APPEAR ON THE ACCOMPANYING CONTRACT PLANS OR ELSEWHERE IN THE CONTRACT DOCUMENT FOR THIS PROJECT.

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215–5050

SCALE:	
AS SHOWN	
DATE:	08/19/21
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 9/9/21
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — DATE 9/9/21
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

ELECTRICAL SYMBOLS LIST, ABBREVIATIONS

W.O. NO.

SHEET 19 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

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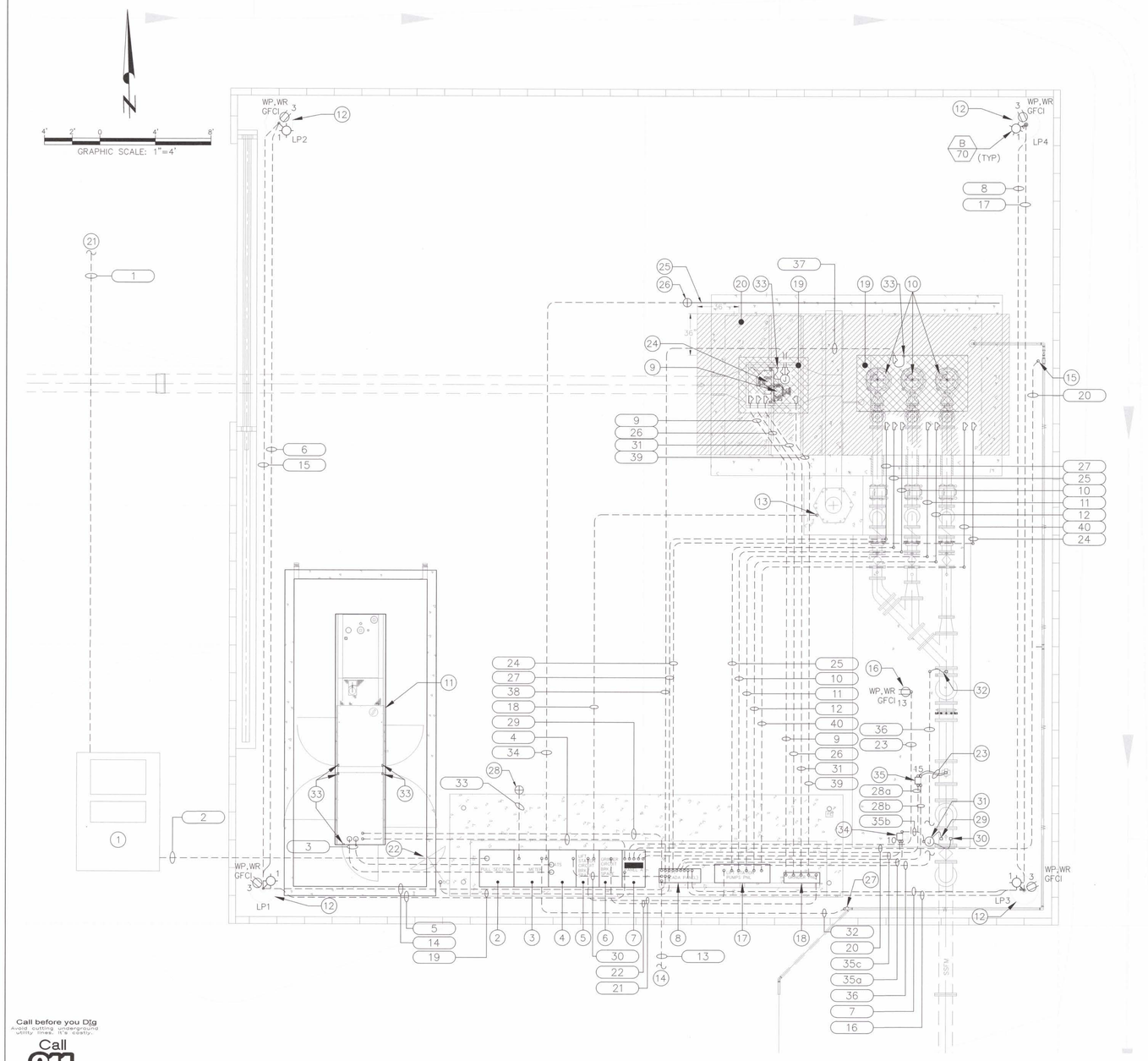
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4' 2' 0 4' 8'
GRAPHIC SCALE: 1"=4'
WP, WR GFCI
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LP4
LP1
LP3
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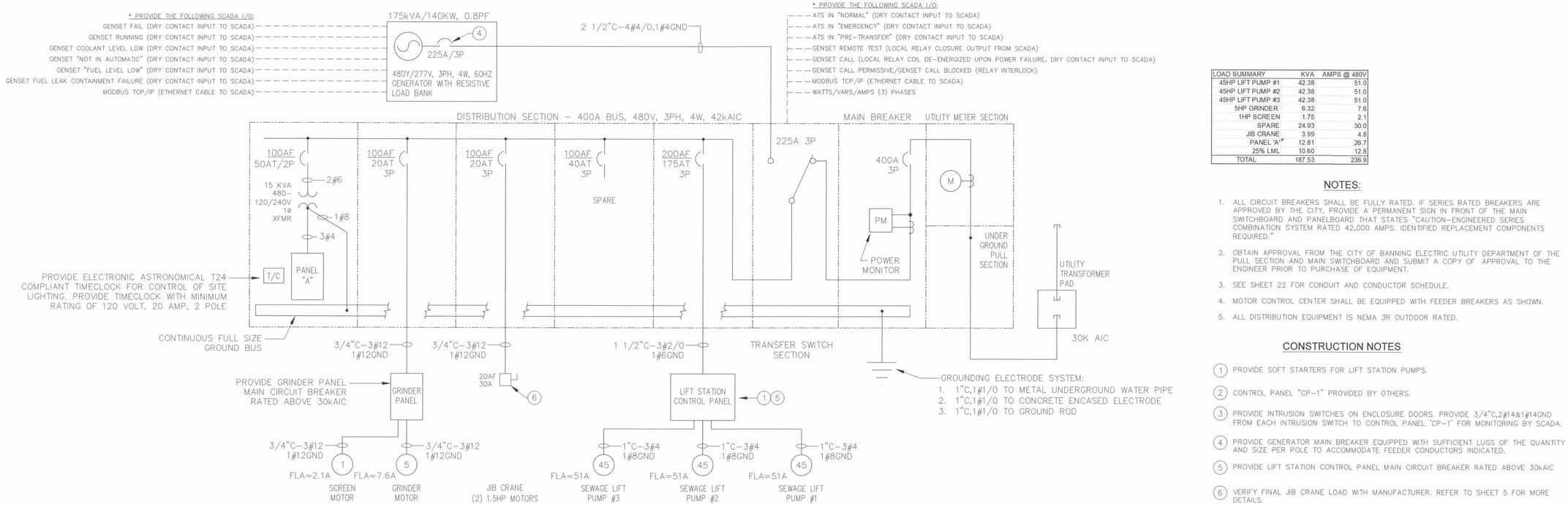


SINGLE LINE DIAGRAM
NO SCALE

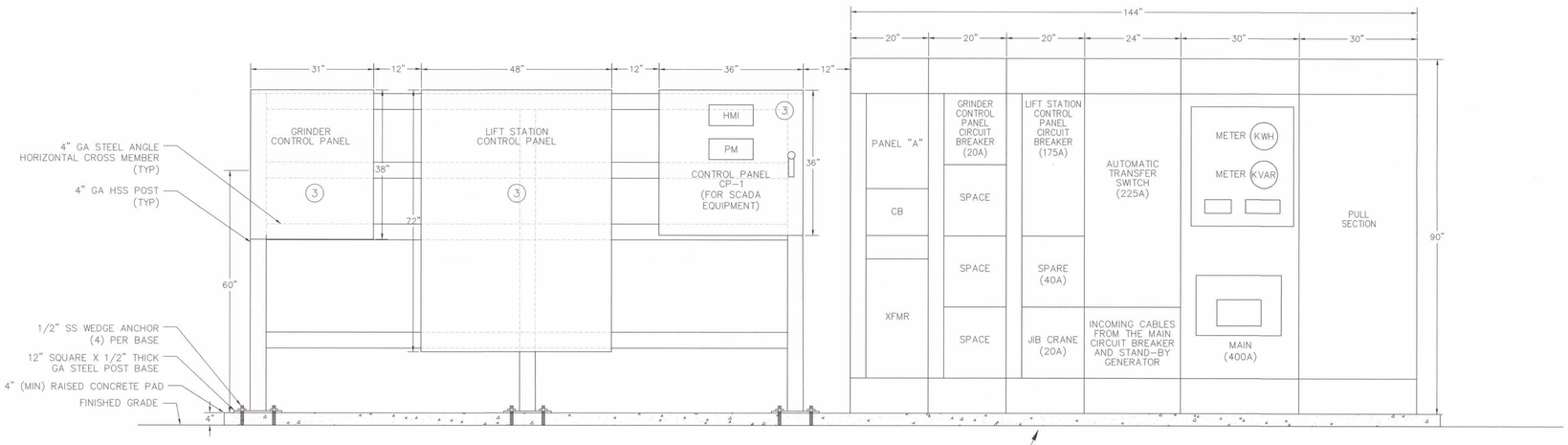
LOAD SUMMARY	KVA	AMPS @ 480V
45HP LIFT PUMP #1	42.38	51.0
45HP LIFT PUMP #2	42.38	51.0
45HP LIFT PUMP #3	42.38	51.0
5HP GRINDER	6.32	7.6
1HP SCREEN	1.75	2.1
SPARE	24.93	30.0
JIB CRANE	3.99	4.8
PANEL 'A'	12.81	26.7
25% LML	10.60	12.8
TOTAL	187.53	236.9

NOTES:

1. ALL CIRCUIT BREAKERS SHALL BE FULLY RATED. IF SERIES RATED BREAKERS ARE APPROVED BY THE CITY, PROVIDE A PERMANENT SIGN IN FRONT OF THE MAIN SWITCHBOARD AND PANELBOARD THAT STATES "CAUTION-ENGINEERED SERIES COMBINATION SYSTEM RATED 42,000 AMPS. IDENTIFIED REPLACEMENT COMPONENTS REQUIRED."
2. OBTAIN APPROVAL FROM THE CITY OF BANNING ELECTRIC UTILITY DEPARTMENT OF THE PULL SECTION AND MAIN SWITCHBOARD AND SUBMIT A COPY OF APPROVAL TO THE ENGINEER PRIOR TO PURCHASE OF EQUIPMENT.
3. SEE SHEET 22 FOR CONDUIT AND CONDUCTOR SCHEDULE.
4. MOTOR CONTROL CENTER SHALL BE EQUIPPED WITH FEEDER BREAKERS AS SHOWN.
5. ALL DISTRIBUTION EQUIPMENT IS NEMA 3R OUTDOOR RATED.

CONSTRUCTION NOTES

1. PROVIDE SOFT STARTERS FOR LIFT STATION PUMPS.
2. CONTROL PANEL "CP-1" PROVIDED BY OTHERS.
3. PROVIDE INTRUSION SWITCHES ON ENCLOSURE DOORS. PROVIDE 3/4"C,2#14&1#14GND FROM EACH INTRUSION SWITCH TO CONTROL PANEL 'CP-1' FOR MONITORING BY SCADA.
4. PROVIDE GENERATOR MAIN BREAKER EQUIPPED WITH SUFFICIENT LUGS OF THE QUANTITY AND SIZE PER POLE TO ACCOMMODATE FEEDER CONDUCTORS INDICATED.
5. PROVIDE LIFT STATION CONTROL PANEL MAIN CIRCUIT BREAKER RATED ABOVE 30kAIC
6. VERIFY FINAL JIB CRANE LOAD WITH MANUFACTURER. REFER TO SHEET 5 FOR MORE DETAILS.



METER/MAIN AND MCC ELEVATION
NO SCALE

NOTE: ALL EQUIPMENT IS NEMA 3R OUTDOOR RATED EXTERIOR DOORS ARE NOT SHOWN FOR CLARITY (3)

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL - ENGINEER

REGISTERED PROFESSIONAL ENGINEER — LUIS R. CARDENAS — RCE 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050
SAE ENGINEERING

SCALE:	AS SHOWN
DATE:	08/19/21
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of Banning — Municipality of Opportunity

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21 — 9/3/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

SINGLE LINE DIAGRAM

W.O. NO.

SHEET 21 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

DWG Name: C:\Users\Test\AppData\Local\Temp\AcPublish_5360\Wilson LS E-sheets.dwg Plotted by: Test on Aug 19, 2021 - 21:42:52

Proj. Data: C:\Users\Test\Google Drive\D drive\Engineering\SAEngineering\Wilson Sewer Lift Station\CAD
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Last Edit: 08.13.2021 01:19:02 PM By: Test

File: Wilson LS E-sheets.dwg
Plot Scale: 0.143531 Dwg Scale: —
Plot Date: 08.19.2021 9:42:51 PM By: Test

CONDUIT SCHEDULE						
CONDUIT NO.	QTY.	SIZE (IN)	CONDUIT FILL	FROM	TO	REMARKS
1	1	4	PULL CORD	UTILITY P.O.C.	UTILITY TRANSFORMER	VERIFY P.O.C. WITH UTILITY
2	1	4	PULL CORD	UTILITY TRANSFORMER	400A METER/MAIN PULL SECTION	COORDINATE WITH UTILITY
3	1	2 1/2	4#4/0 & 1#4G	175KW GENERATOR	TRANSFER SWITCH	
4	1	3/4	4#10 & 1#10G	PANEL 'A'	GENERATOR	HEATER AND BATTERY CHARGER
5	1	3/4	4#10 & 1#10G	PANEL 'A'	LIGHT POLE #1 (LP1)	LIGHT AND RECEPTACLE
6	1	3/4	4#10 & 1#10G	LIGHT POLE #1 (LP1)	LIGHT POLE #2 (LP2)	LIGHT AND RECEPTACLE
7	1	3/4	4#10 & 1#10G	PANEL 'A'	LIGHT POLE #3 (LP3)	LIGHT AND RECEPTACLE
8	1	3/4	4#10 & 1#10G	LIGHT POLE #3 (LP3)	LIGHT POLE #4 (LP4)	LIGHT AND RECEPTACLE
9	1	3/4	3#12 & 1#12G	GRINDER CONTROL PANEL	GRINDER MOTOR	
10	1	1	3#4 & 1#8G	LIFT STATION CONTROL PANEL	SEWAGE LIFT PUMP #1	
11	1	1	3#4 & 1#8G	LIFT STATION CONTROL PANEL	SEWAGE LIFT PUMP #2	
12	1	1	3#4 & 1#8G	LIFT STATION CONTROL PANEL	SEWAGE LIFT PUMP #3	
13	1	3/4	2#10 & 1#10G	PANEL 'A'	IRRIGATION CONTROLLER	
14	1	3/4	2-CAT 6 CABLE	CONTROL PANEL 'CP-1'	LIGHT POLE #1 (LP1)	SECURITY CAMERAS ON LP1 & LP2
15	1	3/4	1-CAT 6 CABLE	LIGHT POLE #1 (LP1)	LIGHT POLE #2 (LP2)	SECURITY CAMERA ON LP2
16	1	3/4	2-CAT 6 CABLE	CONTROL PANEL 'CP-1'	LIGHT POLE #3 (LP3)	SECURITY CAMERAS ON LP3 & LP4
17	1	3/4	1-CAT 6 CABLE	LIGHT POLE #3 (LP3)	LIGHT POLE #4 (LP4)	SECURITY CAMERA ON LP4
18	1	1	3#12 & 1#12G.	DISTRIBUTION SECTION	JIB CRANE DISCONNECT SWITCH	
19	1	2	PULL CORD	CONTROL PANEL 'CP-1'	ANTENNA AT CANOPY	SURFACE MOUNT CONDUIT UP POLE
20	1	3/4	3#12 & 1#12G	CONTROL PANEL 'CP-1'	WET WELL FILL SOLENOID VALVE	
21	1	1 1/2	3#2/0 & 1#6G	DISTRIBUTION SECTION	LIFT STATION CONTROL PANEL	
22	1	3/4	3#12 & 1#12G	DISTRIBUTION SECTION	GRINDER CONTROL PANEL	
23	1	3/4	3#12 & 1#12G	PANEL 'A'	GFCI RECEPTACLE	
24	1	3/4	2#16 & 1#18STP	CONTROL PANEL 'CP-1'	GAS SENSOR	24VDC POWER, 4-20mA SIGNAL
25	1	2 1/2	6-FACTORY CABLES	LIFT STATION CONTROL PANEL	SEWAGE LIFT PUMP WET WELL	LEVEL FLOAT SWITCHES
26	1	1	FACTORY CABLE	GRINDER CONTROL PANEL	GRINDER WET WELL	LEVEL FLOAT SWITCH
27	1	1	FACTORY CABLE	CONTROL PANEL 'CP-1'	PRESSURE TRANSMITTER	LEVEL SENSOR
28a	1	3/4	2#12 & 1#12G	PANEL 'A'	ULTRA MAG SIGNAL CONVERTER	POWER TO SIGNAL CONVERTER
28b	1	1	4#16 & 1#18STP	CONTROL PANEL 'CP-1'	ULTRA MAG SIGNAL CONVERTER	4-20mA SIGNAL FROM FLOW SENSOR TO SCADA; PROGRAMMABLE OUTPUTS TO SCADA
29	1	1	14#16, 4#16 SPARE 1#22STP, 1#12GND	CONTROL PANEL 'CP-1'	GENERATOR	GEN SET START, ATS CONTROLS, GENSET-SCADA I/O, INTRUSION SWITCHES
30	1	1	24#16, 4#16 SPARE 1#22STP, 1#12G	CONTROL PANEL 'CP-1'	TRANSFER SWITCH	ATS STATUS, GENSET REMOTE TEST, GENSET CALL, GENSET PERMISSIVE
31	1	3/4	3#12 & 1#12G	GRINDER CONTROL PANEL	GRINDER SCREEN MOTOR	
32	1	1	1#2/0G	MAIN SERVICE GROUND BUS	METAL UNDERGROUND WATER PIPE	
33	1	1	1#2/0G	MAIN SERVICE GROUND BUS	GROUND ROD	
34	1	1	1#2/0G	MAIN SERVICE GROUND BUS	CONCRETE ENCASED GROUND ELECTRODE	
35a	1	1	1#18STP (pH); 1#18STP (TDS); 4#16	CONTROL PANEL 'CP-1'	ROSEMOUNT 1056 ANALYZER	4-20mA SIGNAL FROM pH SENSOR; 4-20mA SIGNAL FROM TDS SENSOR; PROGRAMMABLE OUTPUTS FROM ANALYZER TO SCADA
35b	1	1	2-FACTORY CABLES (PH & TDS), 1#18STP (PRESSURE TRANS)	ROSEMOUNT 1056 ANALYZER	PH SENSOR AND TDS SENSOR;	CONNECT PH AND TDS SENSORS TO ROSEMOUNT 1056 ANALYZER VIA REMOTE J-BOX;
35c	1	3/4	2#12 & 1#12G	PANEL 'A'	ROSEMOUNT 1056 ANALYZER	POWER TO ROSEMOUNT 1056 ANALYZER
36	1	3/4	1#18STP	CONTROL PANEL 'CP-1'	PRESSURE TRANSDUCER	4-20mA SIGNAL
37	1	3/4	2#14 &1#14G	GRINDER PIT INTRUSION SWITCH	LIFT STATION WET WELL INTRUSION SWITCH	
38	1	3/4	4#14 &1#14G	CONTROL PANEL 'CP-1'	GRINDER PIT INTRUSION SWITCH	
39	1	1	PULL CORD	GRINDER CONTROL PANEL	GRINDER WET WELL	SPARE
40	1	1	PULL CORD	LIFT STATION CONTROL PANEL	SEWAGE LIFT PUMP WET WELL	SPARE

CONDUIT AND CONDUCTOR SCHEDULE

NO SCALE

PANEL NAME:	PANEL 'A'		VOLTAGE:				120/240V 1P 3W				FED FROM:	METER/MAIN/MCC	
LOCATION:	MCC		MAIN BUS/BKR:				70A				MOUNTING:	FLUSH	
AREA SERVED:	LIFT STATION		BRACING:				10K AIC						
	WATTAGE										WATTAGE		
ITEM	A	B	L	R	M	C	BRKR	BRKR	C	M	R	L	A	B	ITEM
AREA LTG	280		4			1	20/1	20/1	2	1			2400		SECURITY SYSTEM
GFI RECEPTACLES ON POLES		720		4		3	20/1	20/1	4	1				2400	CONTROL PANEL CP-1
IRRIGATION CONTROLLER	500				1	5	20/1	20/1	6	1			2400		(FUTURE GATE OPERATOR)
GENSET JACKET WATER HTR		1200				7	20/2	20/1	8	1					SPARE
	1200				1	9		20/1	10	1			20		FLOW METER CONVERTER
GENSET BATTERY CHARGER		1500			1	11	20/1	20/1	12						SPARE
GFI RECEPTACLE	180		1			13	20/1	20/1	14						SPARE
ROSEMOUNT 1056 ANALYZER		10			1	15	20/1	20/1	16						SPARE
PHASE A:	6980 WATTS		LCL =		1920	WATTS						TOTAL LOAD =	12810 WATTS		
PHASE B:	5830 WATTS											25% x LCL	480		
												ADJUSTED LOAD =	13290		
												OR	55.4 AMPS		

PANEL SCHEDULE

NO SCALE

FIXTURE SCHEDULE

SYMBOL	TYPE	LAMPS		VOLTS	MOUNTING	DESCRIPTION		
	WATTS	NO	TYPE			MANUFACTURER	CATALOG NO.	DESCRIPTION
	B 70	4	LED	120	POLE	HUBBELL	LIGHT FIXTURE: MHS-K-30L-U-4K-W-BZ-PC POLE: RSS-H-10-40-B-TA-S2-BLT -UL-GFI-EHH-MPB-RBC	SEE POLE BASE DETAIL ON SHEET 8. PROVIDE PHOTOCONTROL, MOTION SENSOR, AND TIMECLOCK FOR T24 OUTDOOR LIGHTING MANDATORY CONTROLS.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL - ENGINEER

STEVEN R. ANDREWS RCE 31259 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SAE ENGINEERING

SCALE:	AS SHOWN
DATE:	08/19/21
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER — DATE 9/9/21

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER — DATE 9/9/21

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

SCHEDULES

W.O. NO.

SHEET 22 OF 26

MAP FILE NO.

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Plot Date: 08.19.2021 9:42:54 PM By: Test

WILSON SEWER LIFT STATION

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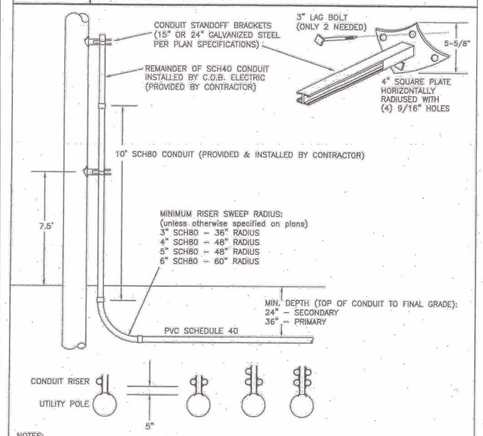
CITY OF BANNING ELECTRIC UTILITY

THIS STANDARD SHOWS THE REQUIREMENTS FOR CONDUIT STANDOFF BRACKETS NEEDED WHEN INSTALLING POLE RISERS.



NOTES:
1. CONTRACTOR TO CONTACT C.O.B. ELECTRIC INSPECTOR TO DETERMINE THE APPROVED QUADRANT FOR CONDUIT RISER INSTALLATION.
2. C.O.B. ELECTRIC UTILITY TO PROVIDE CONDUIT RISER BRACKETS (AT COST TO CONTRACTOR).
3. CONTRACTOR TO PROVIDE & INSTALL (1) 10' SCH80 CONDUIT AT EACH POLE RISER SCH80 SWEEP.
4. CONTRACTOR TO PROVIDE ADEQUATE AMOUNT OF SCH40 10' CONDUIT SEGMENTS FOR C.O.B. ELECTRIC UTILITY TO EXTEND POLE RISER(S) TO THE APPROPRIATE OVERHEAD ELECTRIC LEVELS.
5. WOOD SPACERS MAY BE USED DURING BACKFILL PROCESS TO ENSURE CONDUITS ARE 5" AWAY AND DIRECTLY ALIGNED WITH POLE. C.O.B. ELECTRIC INSPECTOR CAN PROVIDE A TEMPORARY STANDOFF BRACKET NEAR THE POLE BASE TO ASSIST CONTRACTOR WITH CORRECT INSTALLATION.

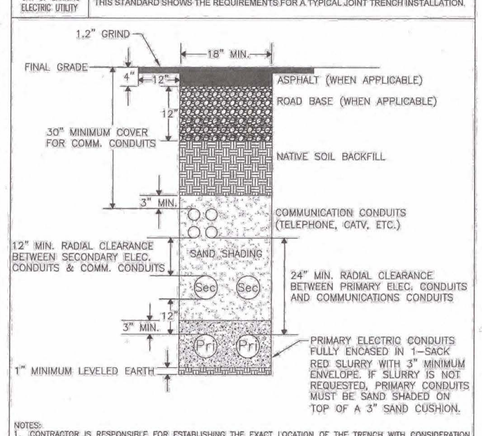
REF: W-1010-15HDGAF

REVISED: 10/06/2011	APPROVED:	STANDARD DRAWINGS

CONDUIT STANDOFF BRACKETS FOR POLE RISER INSTALLATIONS — **SD** 600-03

CITY OF BANNING ELECTRIC UTILITY

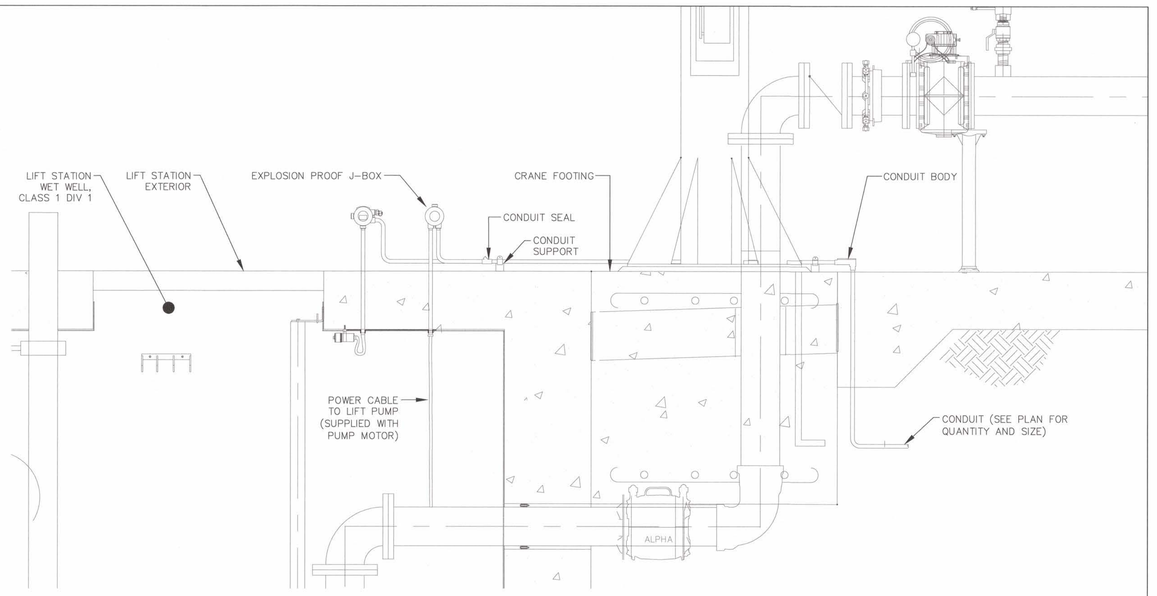
THIS STANDARD SHOWS THE REQUIREMENTS FOR A TYPICAL JOINT TRENCH INSTALLATION.



NOTES:
1. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING THE EXACT LOCATION OF THE TRENCH WITH CONSIDERATION OF EXISTING UTILITIES AND SUBSTRUCTURES. C.O.B. ELECTRIC INSPECTOR MUST BE NOTIFIED AHEAD OF TIME IF ANY TRENCH DEVIATIONS ARE REQUIRED DUE TO EXISTING SITE CONDITIONS.
2. ALL TRENCH CONSTRUCTION MUST ADHERE TO C.O.B. ELECTRIC UTILITY PLANS AND SPECIFICATIONS.
3. PAVING SPECIFICATIONS ARE FOR ROADWAY APPLICATIONS ONLY. CONTRACTOR MUST CONFIRM ROADWAY RESTORATION REQUIREMENTS WITH C.O.B. PUBLIC WORKS DEPARTMENT BEFORE TRENCHING. ASPHALT SECTION SHOULD MATCH THE EXISTING SECTION +1". ROAD BASE SECTION SHOULD MATCH EXISTING. ROAD BASE AND NATIVE SOIL BACKFILL SHALL BE COMPACTED TO 95% AND 90% RELATIVE COMPACTION, RESPECTIVELY.
4. WHEN ENCASEMENT IS REQUIRED, CONTRACTOR MUST USE PREFORMED CONDUIT SPACERS THAT ALLOW 1" VERTICAL AND 1.5" HORIZONTAL SEPARATION BETWEEN CONDUITS.
5. IN SOLE TRENCH APPLICATIONS, DEPTH BELOW FINAL GRADE MUST BE 24" FOR SECONDARY AND 36" FOR PRIMARY ELECTRIC CONDUITS. 12" RADIAL CLEARANCE MUST BE MAINTAINED BETWEEN ELECTRIC PRIMARY AND SECONDARY CONDUITS.

REVISED: 02/04/2014	APPROVED:	STANDARD DRAWINGS

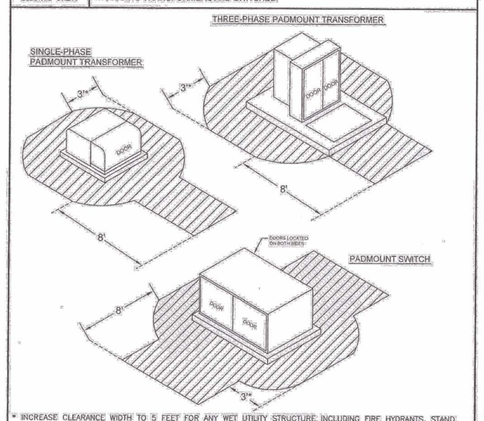
TYPICAL JOINT TRENCH — **SD** 600-01



CONDUIT SEAL — 2
NO SCALE

CITY OF BANNING ELECTRIC UTILITY

THIS STANDARD SHOWS THE CLEARANCE REQUIREMENTS FOR PADMOUNT EQUIPMENT INCLUDING TRANSFORMERS AND SWITCHES.



* INCREASE CLEARANCE WIDTH TO 5 FEET FOR ANY WET UTILITY STRUCTURE INCLUDING FIRE HYDRANTS, STAND PIPES, ABOVE GROUND WATER METERS, AND BACK FLOW VALVES. 3 FEET IS STILL AN ACCEPTABLE CLEARANCE IN FRONT OF THE EQUIPMENT DOORS.

NOTES:
1. ALL SIDES OF PADMOUNT EQUIPMENT MUST HAVE A MINIMUM OF 3 FEET RADIAL CLEARANCE. THIS CLEARANCE INCREASES TO 8 FEET FOR ANY SIDES WITH A DOOR. A PADMOUNT SWITCH HAS 2 SIDES WITH OPENING DOORS.
2. MAXIMUM OF 2% SLOPE FREE AND CLEAR OF BUILDINGS, FENCES, BUSHES, TREES, PLANTS, SIDEWALKS, AND CURBS 5 FEET FROM STRUCTURE SLAB.
3. THE 8 FEET OF CLEARANCE CAN NOT BE IN A PARKING STALL. THIS DISTANCE MUST ALWAYS BE CLEAR.
4. NO CARPORTS ARE ALLOWED OVER ANY EQUIPMENT.
5. SUITABLE SPACE SHALL BE PROVIDED AND MAINTAINED ABOUT ELECTRICAL EQUIPMENT TO PERMIT READY AND SAFE OPERATION AND MAINTENANCE. A 12-FOOT WIDE PATH MUST BE AVAILABLE FOR SERVICE TRUCKS. THE CLEARANCE SHOWN SHALL BE KEPT AT ALL TIMES. C.O.B. ELECTRIC RESERVES THE RIGHT TO REMOVE ANY PLANTS, TREES, SHRUBS, ETC. THAT INTERFERE WITH WORKING CLEARANCES.

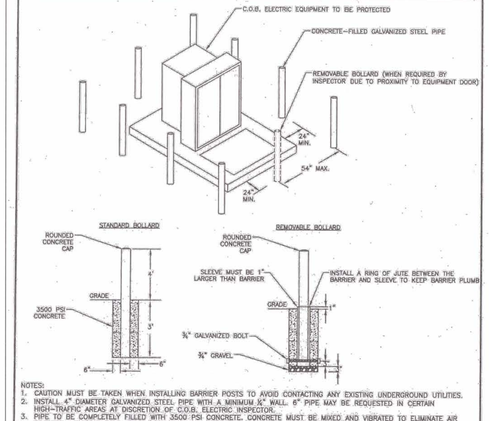
Call Before You Dig
811
OR
1-800-422-4133

REVISED: 03/13/2012	APPROVED:	STANDARD DRAWINGS

CLEARANCE REQUIREMENTS FOR PADMOUNT EQUIPMENT — **SD** 600-05

CITY OF BANNING ELECTRIC UTILITY

THIS STANDARD SHOWS THE PROTECTIVE BARRIER REQUIREMENTS FOR C.O.B. EQUIPMENT.



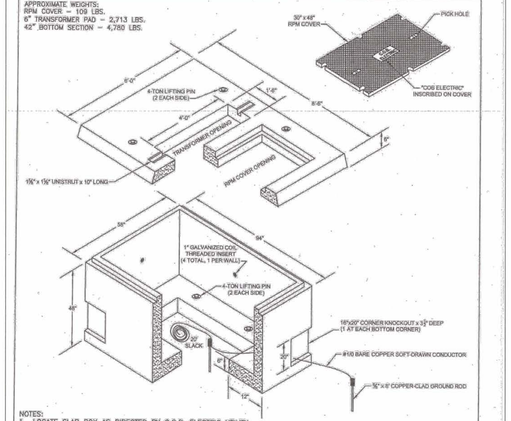
NOTES:
1. CAUTION MUST BE TAKEN WHEN INSTALLING BARRIER POSTS TO AVOID CONTACTING ANY EXISTING UNDERGROUND UTILITIES.
2. INSTALL 4" DIAMETER GALVANIZED STEEL PIPE WITH A MINIMUM 6" WALL. 6" PIPE MAY BE REQUESTED IN CERTAIN HIGH-TRAFFIC AREAS AT DISCRETION OF C.O.B. ELECTRIC INSPECTOR.
3. PIPE TO BE COMPLETELY FILLED WITH 3500 PSI CONCRETE. CONCRETE MUST BE MIXED AND VIBRATED TO ELIMINATE AIR POCKETS. TOP OF PIPE MUST HAVE A ROUNDED CONCRETE TOP FOR DRAINAGE PURPOSES.
4. A REMOVABLE BARRIER MAY BE REQUIRED IN FRONT OF EQUIPMENT DOORS AT C.O.B. ELECTRIC INSPECTOR'S DISCRETION. A BELOW-GRADE SLEEVE MUST BE INSTALLED THAT IS 1" LARGER IN DIAMETER THAN BARRIER. THIS SLEEVE MUST ALSO BE GALVANIZED STEEL PIPE WITH A MINIMUM ¼" WALL & 3" GRAVEL BED MUST BE INSTALLED FOR DRAINAGE PURPOSES.
5. BARRIERS SHALL BE INSTALLED A MINIMUM OF 24" AWAY FROM EQUIPMENT PAD. FINAL SEPARATION DISTANCE MUST BE CONFIRMED WITH C.O.B. ELECTRIC INSPECTOR PRIOR TO INSTALLATION.
6. BARRIERS SHALL BE SPACED AROUND THE EQUIPMENT PAD WITH A MAXIMUM OF 54" DISTANCE BETWEEN BARRIER CENTERS. FINAL SEPARATION DISTANCE MUST BE CONFIRMED WITH C.O.B. ELECTRIC INSPECTOR PRIOR TO INSTALLATION.
7. BARRIERS SHALL NOT BE INSTALLED CLOSER THAN 36" FROM OTHER ABOVE-GROUND OBSTRUCTIONS.
8. BARRIERS PROTECTING SWITCHGEAR SHALL BE INSTALLED A MINIMUM OF 36" AWAY FROM SWITCHGEAR. SWITCHGEAR BARRIER REQUIREMENTS MUST BE CONFIRMED WITH BUILDING ELECTRICAL INSPECTOR (NOT AFFILIATED WITH C.O.B. ELECTRIC UTILITY).
9. BARRIER TOPS MUST BE INSTALLED PLUMB AND LEVEL WITH EACH OTHER WHEN MULTIPLE BARRIERS ARE BEING INSTALLED.
10. BARRIERS MUST BE COATED WITH WEATHER-RESISTANT REFLECTIVE SAFETY YELLOW PAINT.

REVISED: 03/30/2011	APPROVED:	STANDARD DRAWINGS

PROTECTIVE BARRIERS FOR C.O.B. EQUIPMENT — **SD** 600-06

CITY OF BANNING ELECTRIC UTILITY

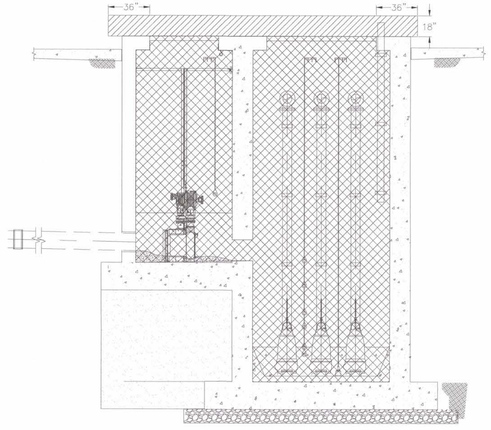
THIS STANDARD SHOWS THE PRECAST CONCRETE SLAB BOX REQUIREMENTS FOR A THREE-PHASE TRANSFORMER RATED UP TO 1500KVA.



NOTES:
1. LOCATE SLAB BOX AS DIRECTED BY C.O.B. ELECTRIC UTILITY.
2. INSTALL TOP OF PAD AT 3" ABOVE FINAL GRADE. PAD OVERHANG TO REST ON WELL-COMPACTED BACKFILL.
3. INSTALL (2) ⅝"x8' COPPER-CLAD GROUND RODS AT LEAST 6' APART, WITH (1) LOCATED IN CORNER OF BASE OPENING. INSTALL A GROUND WIRE LOOP WITH 20' SLACK OF #1/0 BARE COPPER SOFT-DRAWN CONDUCTOR UNLESS OTHERWISE SPECIFIED ON PLANS. USE EXOTHERMIC WELDING TO MAKE ALL CONNECTIONS. COMPRESSION CONNECTORS MAY BE USED ONLY WHEN DONE BY ELECTRIC UTILITY.
4. INSTALL A MINIMUM 8" OF 3/4" CRUSHED ROCK UNDERNEATH BOTTOM SECTION.
5. INSTALL END BELLS AND EXPANDABLE RUBBER PLUGS ON EACH EXPOSED CONDUIT ENTERING SLAB BOX. END BELLS AND SURROUNDING GROUT & SEAL TO BE FLUSH WITH INNER WALLS OF SLAB BOX.
6. MASTIC SEALANT IS REQUIRED AT ALL JOINTS. GROUT JOINTS SMOOTH WITH INNER WALLS AFTER SECTIONS HAVE SETTLED.
7. INSTALL A TEMPORARY BOLT-DOWN ⅝" PLYWOOD COVER ABOVE PAD OPENING IMMEDIATELY AFTER PAD IS INSTALLED.
8. IF REQUIRED BY C.O.B. INSPECTOR, INSTALL PROTECTIVE BARRIERS PER SD #600-06.
9. PROVIDE UNOBSTRUCTED SPACE CLEARANCES AROUND PAD PERIMETER PER SD #600-05.

REVISED: 04/11/2011	APPROVED:	STANDARD DRAWINGS

6' x 8'-6" SLAB BOX FOR THREE-PHASE TRANSFORMERS UP TO 1500KVA — **SD** 600-63



AREA CLASSIFICATION — 1
NO SCALE

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — No. 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

CITY OF BANNING

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 — EXP. 9/30/21
SENIOR CIVIL ENGINEER
9/9/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 — EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
9/9/21 DATE

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

DETAILS

W.O. NO. _____

SHEET 23 OF 26

MAP FILE NO.

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Last Edit: 08.13.2021 01:19:02 PM By: Test

File: Wilson LS E-sheets.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 08.19.2021 9:43:03 PM By: Test

WILSON SEWER LIFT STATION

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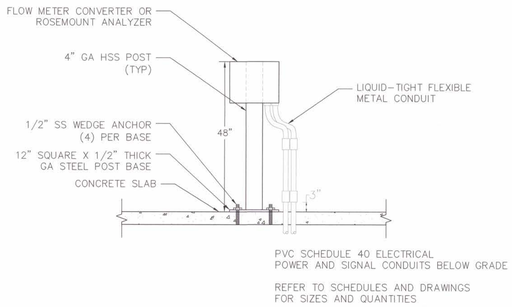

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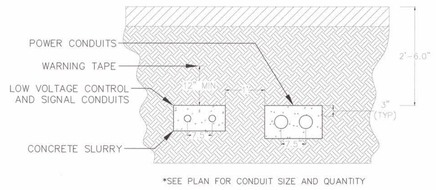

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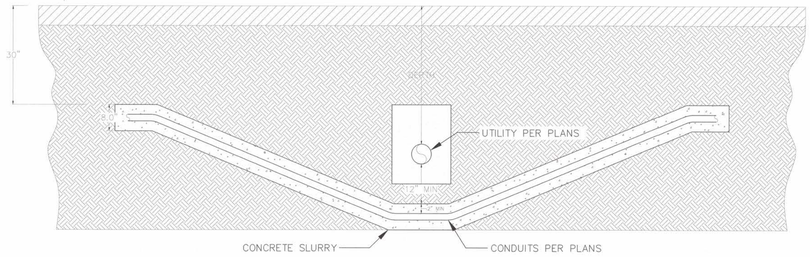

CONDUITS CROSSING UNDER UTILITY 3
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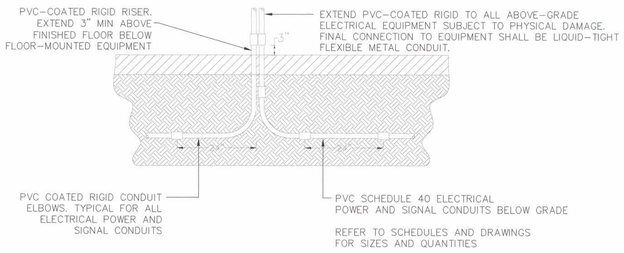
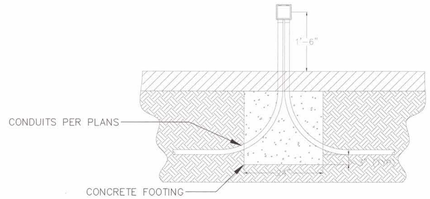


PVC COATED RIGID CONDUIT RISER 8
NO SCALE



PVC COATED RIGID CONDUIT RISER AT DEVICE BOX 5
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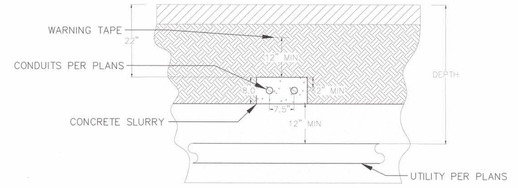
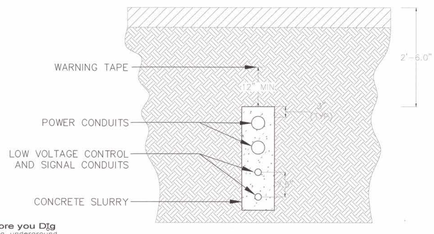


CONDUITS CROSSING OVER UTILITY 2
NO SCALE



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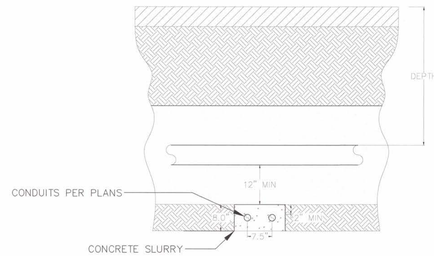
Call 811 or 1-800-422-4133

CONDUITS IN VERTICAL ALIGNMENT 7
NO SCALE



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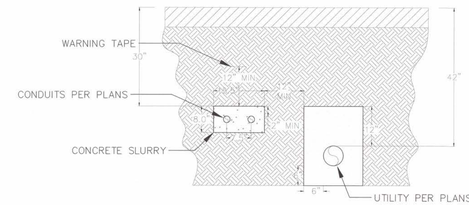
NO SCALE



CONDUITS PARALLEL TO UTILITY 1
NO SCALE

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SCALE:	
DATE:	08/19/21
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 9/9/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

DETAILS

W.O. NO.

SHEET 24 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

Proj. Data: C:\Users\Test\Google Drive\D drive\Engineering\SAEngineering\Wilson Sewer Lift Station\CAD
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File: Wilson LS E-sheets.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 08.19.2021 9:43:10 PM By: Test

DWG Name: C:\Users\Test\AppData\Local\Temp\AcPublish_5300\Wilson LS E-sheets.dwg Plotted by: Test on Aug 19, 2021 - 21:43:11

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 1 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

A. GENERAL INFORMATION

01 Project Location (city)	BANNING	04 Total Illuminated Hardscape Area (ft²)	3,600
02 Climate Zone	15		

03 Outdoor Lighting Zone per Title 24, Part 1 §10-114 or as designated by Authority Having Jurisdiction (AHJ):

☐ LZ-0: Very Low - Undeveloped Parkland ☑ LZ-2: Moderate - Rural Areas ☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval
☐ LZ-1: Low - Developed Parkland ☐ LZ-3: Moderately High - Urban Areas

B. PROJECT SCOPE

Table Instructions: Include any outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in §140.7 or §141.0(b)2I for alterations.

My project consists of:

01	02
☑ New Lighting System	Must Comply with Allowances from §140.7.
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)? ◯ Yes ◯ No
03	04 / 05
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered / Calculation Method

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100*

C. COMPLIANCE RESULTS

Table Instructions: If any cell on this table says "DOES NOT COMPLY" or "COMPLIES with Exceptional Conditions" refer to Table D. for guidance.

Calculation of Total Allowed Lighting Power (Watts) §140.7 or §141.0(b)2I.												Compliance Results
01		02		03		04		05		06		07		08		09
General Hardscape Allowance §140.7(d)1	+	Per Application §140.7(d)2	+	Sales Frontage §140.7(d)2	+	Ornamental §140.7(d)2	+	Per Specific Area §140.7(d)2	OR	Existing Power §141.0(b)2L	=	Total Allowed (Watts)	≥	Total Actual (Watts)		07 Must be ≥ 08
(See Table I)		(See Table J)		(See Table K)		(See Table L)		(See Table M)		(See Table N)				(See Table F)		
373.6	+	0	+		+		+		OR		=	373.6	≥	280		COMPLIES
												Cutoff Compliance (See Table G for Details)				COMPLIES
												Controls Compliance (See Table H for Details)				COMPLIES

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 2 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with unedittable comments because of selections made or data entered in tables throughout the form.

No exceptional conditions apply to this project.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

Table Instructions: For new or altered lighting systems demonstrating compliance with §140.7 (ie Table I has expanded for input), include all luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application in the Table below. For altered lighting systems using the Existing Power method per §141.0(b)2L (ie Table N has expanded for input), include only new luminaires being installed and replacement luminaires being installed as part of the project scope (ie, do not include existing luminaires remaining or existing luminaires being moved).

Designed Wattage:

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description		Watts per luminaire[1,2]	How Wattage is determined	Total number luminaires[3]	Luminaire Status[4]	Excluded per §140.7(a)	Design Watts	Cutoff Req. ≥ 6,200 initial lumen output §130.2(b)[5]	Field Inspector Pass	Fail
A	LED FLOOD	☐ Linear	70	Mfr. Spec[5]	4	New	☐	280	Yes	☐	☐
							Total Designed Watts:	280			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to §130.2(b).

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per §130.0(c)*
[2] *For linear luminaires, wattage should be indicated as W/ft instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope*
[4] *Compliance with mandatory cutoff requirements is required for luminaires with initial lumen output ≥ 6,200 unless exempted by §130.2(b).*

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 3 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

G. CUTOFF REQUIREMENTS (BUG)

Table Instructions: Complete this table for fixtures of ≥ 6,200 initial luminaire lumens indicated on Table F as needing to comply with Cutoff Requirements. Maximum lumens can be found in Title 24, Part 11, Section 5.106.8.

01	02	03		04	05	06	07	08	09	10	11	12	
Name or Item Tag	Complete Luminaire Description	Backlight Rating[2]				Uplight Rating[2]			Glare Rating[3]			Field Inspector	
		Mounting Height from Property Line[1]	Max Allowable Backlight Rating[3]	Backlight Rating Per Design		Lighting Type	Max Allowable Backlight Rating[3]	Uplight Rating Per Design	Mounting Height from Property Line[1]	Max Allowable Glare Rating[3]	Glare Rating Per Design	Pass	Fail
A	LED FLOOD	Back hemisphere < 0.5 MH from prop line	B0	B0		Area Lighting	U0	U0	Back hemisphere < 0.5 MH from prop line	G0	G0	☐	☐

[1] *FOOTNOTES: Mounting Height is labeled MH in this table*
[2] *Authority having Jurisdiction may ask for luminaire cut sheets or other documentation to confirm luminaire type, uplight ratings and glare ratings used for compliance per §130.2(b).*
[3] *BUG ratings with a lower number than the 'Max Allowable' are compliant. Ex. if Max Allowable is Bug Rating is B4, then B0, B1, B2, B3 and B4 are all compliant.*

H. OUTDOOR LIGHTING CONTROLS

Table Instructions: Complete this table demonstrating compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
*When an option having a * is selected, the notes section of this table must be completed. The lighting controls section of the Compliance Summary Table on the first page will show "DOES NOT COMPLY" if the notes are left blank. For each requirement in columns 02 through 04, do not leave the field blank, instead select NA or Exempt* from the dropdown list to indicate not applicable or an exemption.*

Mandatory Controls

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector Pass	Fail
ASPHALT	Photocontrol	Yes	Yes	☐	☐

*NOTES: Controls with a * require a note in the space below explaining how compliance is achieved.
EX: Not permitted by health & safety to be turned off; EXCEPTION 1 to §130.2(c).

Table Continued

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 4 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

01	02	03	04	05	
Area Description	Shut-Off §130.2(c)1	Auto-Schedule §130.2(c)2	Motion Sensor §130.2(c)3	Field Inspector Pass	Fail

I. LIGHTING POWER ALLOWANCE (per §140.7)

Table Instructions: Please complete this table for areas using the allowance calculations per §140.7. General Hardscape Allowance is per Table 140.7-A while "Use it or lost it" Allowances are per Table 140.7-B. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance.

		01 "Use it or lose it" Allowances (select all that apply)				
	☑ General Hardscape Allowance	☑ Per Application	☐ Sales Frontage	☐ Ornamental	☐ Per Specific Area	
	Table I (below)	Table J	Table K	Table L	Table M	

Calculated General Hardscape Lighting Power Allowance per Table 140.7-A (LZ 2 & 3)

02	03	04	05	06	07	08	09	10
Area Description	Surface Type	Area Wattage Allowance (AWA) Illuminated Area (ft²)	Allowed Density (W/ft²)	Area Allowance (Watts)	Linear Wattage Allowance (LWA) Perimeter Length (lf)	Allowed Density (W/lf)	Linear Allowance (Watts)	Total General AWA + LWA (Watts)
LIFT STATION YARD	Asphalt	3,600	0.023	82.8	240	0.17	40.8	123.6
								0
						Initial Wattage Allowance for Entire Site (Watts):		250
						Total General Hardscape Allowance (Watts):		373.6

J. LIGHTING ALLOWANCE: PER APPLICATION

Table Instructions: Please complete this table for areas using the wattage allowance per application from Table 140.7-B.

01	02	03	04	05	06	07	08	09	10
Area Description	Application per Table 140.7-B[1]	CALCULATED ALLOWANCE (Watts) # of Locations	Allowance per Location[2] (Watts)	Extra Allowance (Watts)	DESIGN WATTS Luminaire Name or Item Tag	Watts per Luminaire[2]	# of Luminaires[2]	Design Watts	Additional Allowance (Watts)
				0				0	

Table Continued

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 5 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

01	02	03	04	05	06	07	08	09	10
Area Description	Application per Table 140.7-B[1]	CALCULATED ALLOWANCE (Watts) # of Locations	Allowance per Location[2] (Watts)	Extra Allowance (Watts)	DESIGN WATTS Luminaire Name or Item Tag	Watts per Luminaire[2]	# of Luminaires[2]	Design Watts	Additional Allowance (Watts)
					A	70	4	280	
						Total Design Watts for this Area:		280	0
							Total Allowance (Watts) All Areas:		0

[1] *FOOTNOTES: Primary entrance applications are only available for senior care facilities, healthcare facilities, police stations, hospitals, fire stations, and emergency vehicle facilities.*
[2] *The Allowance per Location for ATMs is 100W for the first ATM and 35W for each additional per Table 140.7-B.*
[3] *For luminaires indicated in Table F as linear, wattage in column 07 is W/ft instead of Watts/luminaire. Total linear feet for the luminaire should be indicated in column 08 instead of number of luminaires.*

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This Section Does Not Apply

L. LIGHTING ALLOWANCE: ORNAMENTAL

This Section Does Not Apply

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This Section Does Not Apply

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This Section Does Not Apply

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 6 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online at https://www.energy.ca.gov/title24/2019standards/2019_compliance_documents/Nonresidential_Documents/NRCI/

YES	NO	Form/Title	Field Inspector Pass	Fail
◉	◯	NRCI-LTO-01-E - Must be submitted for all buildings.	☐	☐
◉	◯	NRCI-LTO-02-E - Must be submitted for a lighting control system; or for an Energy Management Control System (EMCS), to be recognized for compliance.	☐	☐

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

Table Instructions: Selections have been made based on information provided in previous tables of this document. If any selection needs to be changed, please explain why in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and must be completed through an Acceptance Test Technician Certification Provider (ATTCP). For more information visit: http://www.energy.ca.gov/title24/attcp/providers.html

YES	NO	Form/Title	Field Inspector Pass	Fail
◉	◯	NRCA-LTO-02-A - Must be submitted for all outdoor lighting controls except for alterations where controls area added to ≤ 20 luminaires.	☐	☐

STATE OF CALIFORNIA
Outdoor Lighting
NRCC-LTO-E (Created 11/19) CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: WILSON STREET SEWER LIFT STATION	Report Page:	Page 7 of 7
Project Address: BANNING, CA	Date Prepared:	10-5-2020

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete

Documentation Author Name:	CARLOS RAMIREZ	Documentation Author Signature:	Carlos Ramirez
Company:	STEVEN ANDREWS ENGINEERING	Signature Date:	10-5-2020
Address:	26501 RANCHO PARKWAY SOUTH, STE 204	CEA/ HERS Certification Identification (if applicable):	
City/State/Zip:	LAKE FOREST, CA. 92630	Phone:	(949) 215-5050

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:

1. **The information provided on this Certificate of Compliance is true and correct.**
2. **I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)**
3. **The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.**
4. **The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.**
5. **I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.**

Responsible Designer Name:	STEVEN ANDREWS	Responsible Designer Signature:	
Company :	STEVEN ANDREWS ENGINEERING	Date Signed:	10-5-2020
Address:	26501 RANCHO PARKWAY SOUTH, STE 204	License:	31259
City/State/Zip:	LAKE FOREST, CA. 92630	Phone:	(949) 215-5050

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Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER — STEVEN R. ANDREWS — RCE 31259 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	AS SHOWN
DATE:	08/19/21
DRAWN BY:	MC
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR: City of BANNING

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 9/9/21
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — DATE 9/9/21
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

TITLE 24 OUTDOOR LIGHTING FORMS

W.O. NO.

SHEET 25 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

Proj. Data: C:\Users\Test\Google Drive\D drive\Engineering\SAEngineering\Wilson Sewer Lift Station\CAD
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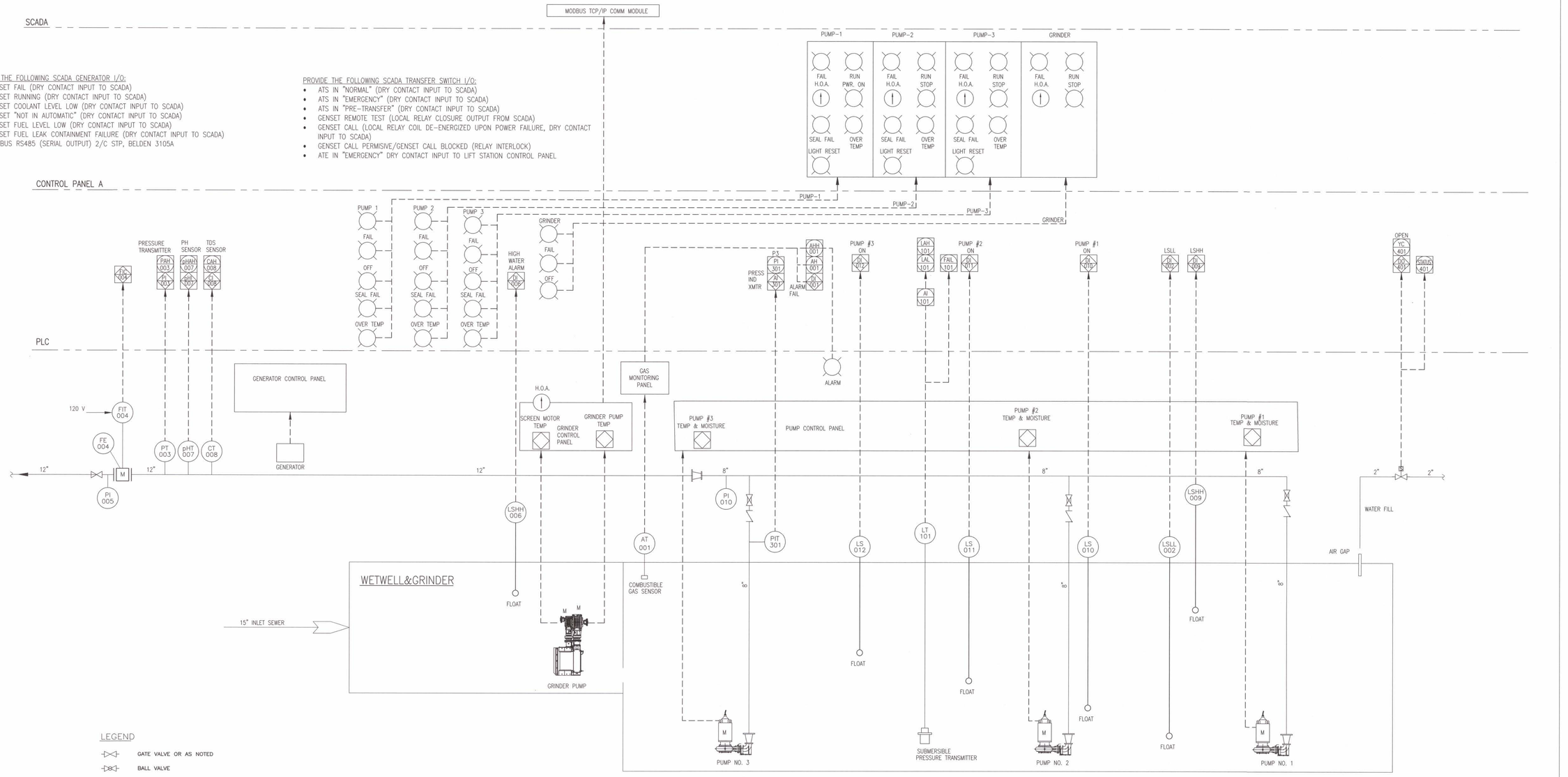

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Avoid cutting underground utility lines. It's costly.
Call 811
OR
1-800-422-4133

REVISIONS			
MARK		APPR	DATE

SEAL – ENGINEER

REGISTERED PROFESSIONAL ENGINEER
STEVEN R. ANDREWS
RCE 31259
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

STEVEN ANDREWS ENGINEERING
26501 RANCHO PARKWAY SOUTH, SUITE 204
LAKE FOREST, CA 92630
(949) 215-5050

SA ENGINEERING

SCALE:	
DATE:	08/19/21
DRAWN BY:	CR
DESIGNED BY:	PH
CHECKED BY:	SA

PREPARED FOR:

City of BANNING
ENGINEERS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
Luis Cardenas
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 9/9/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
Art Vela
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 9/9/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

CITY OF BANNING
WILSON SEWER LIFT STATION IMPROVEMENT PLANS

PIPING AND INTRUMENTATION DIAGRAM (P&ID)

W.O. NO.

SHEET 26 OF 26

MAP FILE NO.

WILSON SEWER LIFT STATION

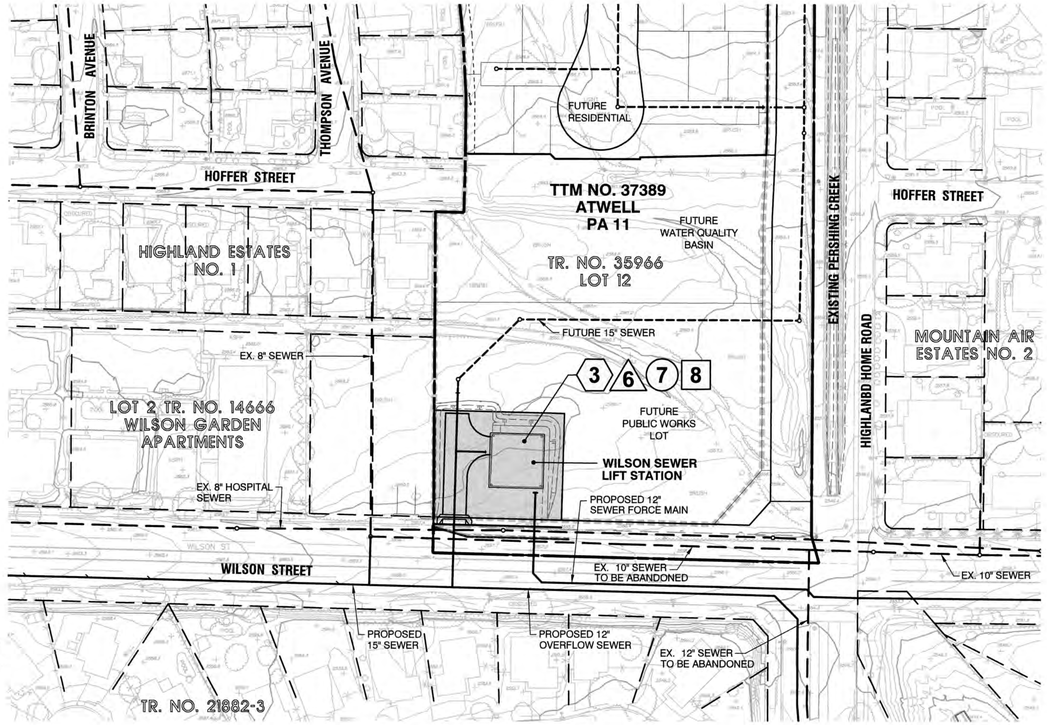
Proj. Data: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets
Created: 07.06.2021 12:51:36 PM Author:----
Last Edit: 08.10.2021 11:12:44 AM By: Cramirez

File: Sheet 26 P&ID.dwg
Plot Scale: 0.143531 Dwg Scale: ----
Plot Date: 08.19.2021 2:19:37 PM By: cramirez

DWG Name: M:\Pardee\264-05 - Wilson Street Lift Station\CADD\Sheets\Sheet 26 P&ID.dwg Plotted by: cramirez on Aug 19, 2021 - 14:19:37

IN THE CITY OF BANNING, STATE OF CALIFORNIA

TENTATIVE TRACT NO. 37389
ATWELL
⚠1 WILSON SEWER LIFT STATION
PAVING, GRADING & DRAINAGE PLAN

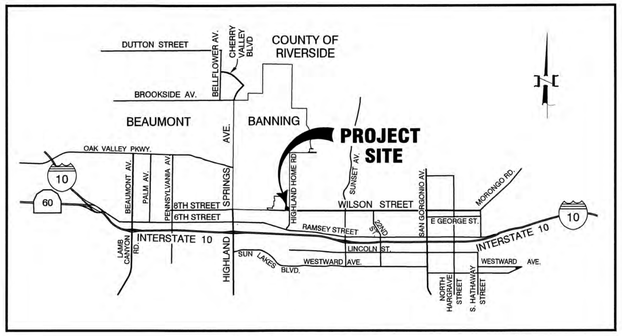


80' 40' 0' 80' 160' 320

SCALE: 1" = 80'

SHEET INDEX MAP

SCALE: 1" = 80'



VICINITY MAP

NOT TO SCALE

LEGEND

- TENTATIVE MAP BOUNDARY
- PLANNING AREA LINE
- EXISTING PROPERTY LINE
- PROPOSED SPOT ELEVATION (2658.2 FG)
- EXISTING ELEVATION (2658.0)
- PROPOSED GRADE (0.50%)
- FLOWLINE
- DAYLIGHT LINE
- FENCE (TYPE PER PLAN)
- PROPOSED LONGITUDINAL GUTTER
- PROPOSED MASONRY WALL
- (1) CONSTRUCTION NOTE
- [1] DISPOSITION NOTE
- 3 PAVING, GRADING & DRAINAGE PLAN
- 6 WALL IMPROVEMENT PLAN
- 7 HORIZONTAL CONTROL & STRIPING IMPROVEMENT PLAN
- 8 EROSION & SEDIMENT CONTROL PLAN
- PROPOSED CONCRETE PAVEMENT
- PROPOSED AC PAVEMENT
- AC GRIND & OVERLAY

GRADING NOTES:

1. ALL GRADING AND RELATED ACTIVITIES SHALL CONFORM TO THE GRADING, EROSION & SEDIMENT CONTROL ORDINANCE NO. 1388, AND IF APPLICABLE, TO THE STATE WATER RESOURCES CONTROL BOARD NPDES GENERAL PERMIT FOR CONSTRUCTION ACTIVITIES.
2. BUILDING PAD AND DRAINAGE SWALE SLOPES SHALL BE A MINIMUM OF 1%. DRAINAGE SWALES SHALL BE A MINIMUM OF 0.2' DEEP AND BE CONSTRUCTED A MINIMUM OF 2' AWAY FROM THE TOP OF GRADED SLOPES. FINISH GRADE SHALL SLOPE AWAY FROM ALL EXTERIOR WALLS AT NOT LESS THAN ¼" PER FOOT FOR A MINIMUM OF 3 FEET.
3. MAXIMUM CUT AND FILL SLOPES SHALL BE 2:1.
4. PROVIDE, AS APPLICABLE, CONCRETE BROW DITCHES DESIGNED TO CONVEY 100-YEAR STORM FLOWS, OR PROVIDE GRADED BERMS, ALONG THE TOP OF ALL GRADED SLOPES OVER 3' IN VERTICAL HEIGHT OR THAT ARE ADJACENT TO GRADED AREAS TO DIRECT SURFACE RUNOFF AWAY FROM THE TOP OF SLOPES.
5. ALL GRADING SHALL BE DONE UNDER THE SUPERVISION OF A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST WHO SHALL CERTIFY THAT ALL FILLS HAVE BEEN PROPERLY PLACED AND WHO SHALL SUBMIT A FINAL COMPACTION REPORT FOR ALL FILLS OVER 1' DEEP.
6. A REGISTERED CIVIL ENGINEER SHALL SUBMIT TO THE CITY OF BANNING'S PUBLIC WORKS DEPARTMENT A WRITTEN CERTIFICATION OF COMPLETION OF ROUGH GRADING IN ACCORDANCE WITH THE APPROVED GRADING PLAN PRIOR TO ISSUANCE OF THE BUILDING PERMIT. CERTIFICATION SHALL BE TO LINE, GRADE, ELEVATION, AND LOCATION OF CUT/FILL SLOPES.
7. FINAL COMPACTION REPORT WILL BE REQUIRED FOR ALL FILLS GREATER THAN ONE FOOT.
8. ALL GRADING SHALL BE DONE IN CONFORMANCE WITH RECOMMENDATIONS OF THE PRELIMINARY SOILS INVESTIGATION BY GEOCON WEST, INC. DATED AUGUST 31, 2020. TWO SETS OF THE FINAL COMPACTION REPORT SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT WHICH SHALL INCLUDE FOUNDATION DESIGN RECOMMENDATIONS AND CERTIFICATION THAT GRADING HAS BEEN DONE IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE PRELIMINARY SOILS REPORT.
9. THE CONTRACTOR SHALL NOTIFY THE PUBLIC WORKS DEPARTMENT AT LEAST 48 HOURS IN ADVANCE REQUESTING FINISH LOT GRADE AND DRAINAGE INSPECTION. THIS INSPECTION MUST BE APPROVED PRIOR TO BUILDING PERMIT CLEARANCE FOR EACH LOT. PUBLIC WORKS DEPARTMENT PHONE: (951) 922-3130.
10. CUT AND FILL SLOPES SHALL BE PROTECTED WITH A COMBINATION OF EROSION AND SEDIMENT CONTROLS TO PROTECT THE SLOPE FROM EROSION AND INSTABILITY DURING THE GRADING PHASE.
11. POST-GRADING ACTIVITIES SHALL INCLUDE, BUT NOT BE LIMITED TO, INSTALLING, WHERE APPLICABLE, GROUNDCOVER, TREES, SHRUBS, OR A COMBINATION THEREOF IN ACCORDANCE WITH CITY CODES PRIOR TO THE APPROVAL OF FINAL INSPECTION. SLOPES OVER 4' IN VERTICAL HEIGHT SHALL HAVE PERMANENT IRRIGATION SYSTEMS WITH BACKFLOW PREVENTION DEVICES PER THE U.P.C.
12. FILL MATERIAL SHALL NOT BE PLACED ON EXISTING GROUND UNTIL THE GROUND HAS BEEN CLEARED OF WEEDS, DEBRIS, TOPSOIL, AND OTHER DELETERIOUS MATERIAL. IF STEEP SLOPING TERRAIN OCCURS UPON WHICH FILL IS TO BE PLACED, THE TERRAIN MUST BE CLEARED, KEYED, AND BENCHED INTO FIRM NATURAL SOIL FOR FULL SUPPORT. A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST SHALL APPROVE PLACEMENT OF FILL.
13. TEMPORARY DRAINAGE SHALL BE PROVIDED UNTIL PERMANENT DRAINAGE STRUCTURES ARE INSTALLED. PROTECTIVE MEASURES SHALL BE IMPLEMENTED TO PROTECT ADJOINING AND DOWNSTREAM PROPERTIES FROM SILT DEPOSITION AND PONDING WATER DURING GRADING OPERATIONS.
14. DUST SHALL BE CONTROLLED BY METHODS APPROVED BY THE CITY ENGINEER.
15. STABILITY CALCULATIONS WITH A FACTOR-OF-SAFETY OF AT LEAST ONE AND FIVE-TENTHS (1.5) SHALL BE SUBMITTED TO THE PUBLIC WORKS DEPARTMENT BY A REGISTERED CIVIL ENGINEER, SOIL ENGINEER, OR ENGINEERING GEOLOGIST FOR CUT AND FILL SLOPES OVER 30' IN VERTICAL HEIGHT.
16. A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR SHALL SUBMIT CERTIFICATION OF BUILDING PAD ELEVATIONS. WHERE SPECIFIC ELEVATIONS ARE REQUIRED, THE ELEVATION (WITH RESPECT TO MEAN SEA LEVEL) SHALL BE GIVEN. IF AN ELEVATION WITH RESPECT TO ADJACENT GROUND SURFACE IS REQUIRED, THE ACTUAL DISTANCE ABOVE THE ADJACENT GROUND SHALL BE GIVEN.
17. EROSION AND SEDIMENT CONTROL: THE PERMITTEE SHALL ABIDE BY THE REQUIREMENTS OUTLINED IN THE CITY OF BANNING GRADING, EROSION & SEDIMENT CONTROL ORDINANCE NO. 1388 THROUGHOUT THE DURATION OF THE PROJECT, INCLUDING ADHERENCE TO THE STATE NPDES PERMIT FOR CONSTRUCTION ACTIVITIES, IF APPLICABLE.
18. EXISTING DRAINAGE COURSES SHALL CONTINUE TO FUNCTION DURING THE RAINY SEASON. NO OBSTRUCTION OF FLOODPLAINS OR NATURAL WATER COURSES SHALL BE PERMITTED.
19. ALL PROPERTY CORNERS SHALL BE CLEARLY DELINEATED IN THE FIELD PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION/GRADING.
20. THE PERMITTEE MUST OBTAIN AN ENCROACHMENT PERMIT PRIOR TO ANY WORK WITH A PUBLIC RIGHT-OF-WAY.
21. APPROVAL OF THESE PLANS BY THE CITY OR ITS AGENTS DOES NOT RELIEVE THE APPLICANT AND HIS ENGINEER FROM THE RESPONSIBILITY FOR THE CORRECTION OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION. UPON REQUEST, THE APPROPRIATE PLAN REVISIONS SHALL BE PROMPTLY SUBMITTED TO THE CITY ENGINEER FOR REVIEW AND APPROVAL.
22. THE ISSUANCE OF THIS PERMIT BY THE CITY OF BANNING DOES NOT IMPLY OR PROVIDE ANY CLEARANCES FROM STATE OR FEDERAL AGENCIES REGULATING THE PROVISIONS OF STATE OR FEDERAL ENDANGERED SPECIES ACTS OR WATER QUALITY REGULATIONS. THE CONTRACTOR/OWNER/DEVELOPER IS RESPONSIBLE FOR OBTAINING THE APPROPRIATE CLEARANCES FROM THESE AGENCIES PRIOR TO ANY SITE DISTURBANCES OR GRADING.
23. CONSTRUCTION CONTRACTOR TO ADHERE TO SOUTH COAST AQMD RULE 403 FOR IMPLEMENTATION OF FUGITIVE DUST CONTROL MEASURES IN COORDINATION WITH LATEST "RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK."

ASSESSORS PARCEL NUMBER

PORTION OF 408-570-025

LEGAL DESCRIPTION

PORTION OF LOT 12 OF TRACT MAP NO. 35966, FILED IN BOOK 473 OF MAPS, PAGES 94-107, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

SOIL'S ENGINEER CERTIFICATE

THE UNDERSIGNED SOILS ENGINEER CERTIFIES THAT HE HAS RECEIVED THIS GRADING PLAN AND FOUND IT TO BE IN SUBSTANTIAL COMPLIANCE WITH THE RECOMMENDATIONS CONTAINED IN THE GEOTECHNICAL REPORT BY GEOCON WEST, INC. PROJECT NUMBER T 2305-22-10I DATED AUGUST 31, 2020.

GEOCON WEST INC.
41571 CORNING PLACE, SUITE 101
MURRIETA, CA 92562-7065
(951) 304-2392

LISA A. BATTIATO, C.E.G. 2316 / DATE 6/9/21
REGISTRATION EXPIRES: 6/30/22

PROFESSIONAL GEOLOGIST * LISA A BATTIATO No. 2316 CERTIFIED ENGINEERING GEOLOGIST * STATE OF CALIFORNIA

STREET, SEWER & WATER GENERAL NOTES:

SEE SHEET NO. 2.

FLOOD ZONE NOTE

THE SUBJECT PROPERTY IS DESIGNATED AS LYING WITHIN ZONE "X" ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, PANEL NUMBER 816 OF 3805, MAP NUMBER 06065C0816G, DATED AUGUST 28, 2008.

ZONE "X" BEING DEFINED AS "AREAS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

GRADING EARTHWORK QUANTITIES:

	CUT	FILL
MASS EXCAVATION	752 CY.	36 CY.
SHRINKAGE (15%)	(113) CY.	
SUBSIDENCE (0.1)	(58) CY.	
OVEREXCAVATION (2')	1,163 CY.	1,337 CY.
TOTAL EARTHWORK	1,744 CY.	1,373 CY.

EXPORT: 371 CY.
(EXPORT TO ATWELL DEVELOPMENT ON-SITE)

NOTE:

ABOVE QUANTITIES ARE ENGINEER'S ESTIMATE ONLY. CONTRACTOR TO VERIFY QUANTITIES FOR BID SUBMITTAL.

TOTAL DISTURBED AREA:

TOTAL SITE DISTURBED AREA IN SQUARE FEET: 20,188 SF

UTILITIES:

WATER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3281

SEWER
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3281

STORM DRAIN
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3130

WASTE MANAGEMENT
(800) 423-9986

ELECTRIC
CITY OF BANNING
176 EAST LINCOLN STREET
BANNING, CA. 92220
(951) 922-3260

GAS
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 792-2187

TELEPHONE
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST STREET
POMONA, CA. 91766
(909) 397-0042

CABLE
SPECTRUM CABLE
7337 CENTRAL AVENUE
RIVERSIDE, CA 92504
(951) 329-9487

SOURCE OF TOPOGRAPHY

DON READ CORPORATION
501 MERCURY LANE
BREA, CA 92821
(714-529-9599
FLOWN DATE: 4-14-2017

ENGINEER'S NOTES:

CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR ENGINEER.

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES OF STRUCTURES SHOWN ON THESE PLANS ARE OBTAINED BY A DILIGENT SEARCH OF AVAILABLE RECORDS. THE CONTRACTOR IS REQUIRED TO TAKE ALL PRECAUTIONARY MEASURES TO PROTECT THE UTILITIES SHOWN AND ANY OTHER LINES OR STRUCTURES NOT SHOWN ON THESE PLANS AND IS RESPONSIBLE FOR THE PROTECTION OF, ANY DAMAGE TO THESE LINES OR STRUCTURES. THE CONTRACTOR SHALL CALL UNDERGROUND SERVICE ALERT (USA) AT 1-800-422-4133 AT LEAST TWO WORKING DAYS PRIOR TO EXCAVATION IN ORDER TO DETERMINE ACTUAL FIELD LOCATION OF EXISTING UTILITIES.

SITE ADDRESS

4921 W. WILSON STREET
BANNING, CA 92220

BASIS OF BEARINGS

THE BEARINGS FOR THIS SURVEY ARE BASED ON THE LINE BETWEEN STATIONS "TRAK" AND "MATH" (PORTIONS PER NATIONAL GEODETIC SURVEY, NAD 83, EPOCH 1995.5), AS SHOWN ON THE MAP FILED IN BOOK 102, PAGES 50 THROUGH 65 OF RECORDS OF SURVEY, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA, BEING NORTH 52° 49' 02.84" EAST.

BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS. ELEVATION=2534.10

RECOMMENDED FOR ACCEPTANCE BY: 6/4/21
JOHN M. BRUDIN , RCE 41836
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

ABBREVIATIONS

BEG.	BEGINNING	MIN	MINIMUM
CJ	CONCRETE CONTROL JOINT	MAX	MAXIMUM
EP	EDGER OF PAVEMENT	PL	PROPOERTY LINE
FG	FINISH GRADE	SFM	SEWER FORCE MAIN
FL	FLOWLINE	TC	TOP OF CURB
FS	FINISH SURFACE	TF	TOP OF FOOTING
GB	GRADE BREAK	TG	TOP OF GRATE
HP	HIGH POINT	TW	TOP OF WALL
INV	INVERT	W	WATER

APPLICANT / DEVELOPER / OWNER

TRI POINTE HOMES
1250 CORONA POINTE COURT, SUITE 600
CORONA, CA 92879
PH: (951) 428-4400
CONTACT: MICHAEL HEISHMAN
24-HOUR CONTACT: JERRY DOLBEE (951) 534-6734

SHEET INDEX

SHEET	1	TITLE SHEET, SHEET INDEX
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SHEET	4	PAVING, GRADING & DRAINAGE DETAIL
SHEET	5	SECTIONS & DETAILS
SHEET	6	WALL IMPROVEMENT PLAN
SHEET	7	HORIZONTAL CONTROL & STRIPING IMPROVEMENT PLAN
SHEET	8	EROSION & SEDIMENT CONTROL PLAN
SHEET	9	MASONRY WALL DETAILS
SHEET	10	WILSON STREET CROSS SECTIONS

SEE CONSTRUCTION NOTES & QUANTITIES ON SHEET 2

WDID: 7 33C383910

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
⚠1	REVISED LIFT STATION ACCESS;		
	REVISED LIFT STATION IDENTIFICATION.	MS	

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH 6-7-21
RCE# 052496 EXP. 12-31-22 DATE

REGISTERED PROFESSIONAL ENGINEER * EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL * STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 6/22/21 DATE
SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 6/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
⚠1 WILSON SEWER LIFT STATION
TITLE SHEET/SHEET INDEX

W.O. No.
CIP No.
PROJECT No.
SHEET 1 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

MDS Proj. Data: I:\89434\ENGINEERING\Plans\PGrade\PA-11 Created: 05.17.2021 09:27:48 AM Author: MDS Last Edit: 05.28.2021 12:25:56 PM By: Station105
MDS File: 89434 37389 PA-11 LIFT-STA PSD (cob).dwg Plot Scale: 1" = 1' Dwg Scale: -- Plot Date: 03.26.2020 7:32:47 AM By: station105

STREET GENERAL NOTES:

1. ALL WORK SHALL BE IN ACCORDANCE WITH THESE PLANS, THE CITY OF BANNING STANDARD PLANS, THE CONTRACT PROVISIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTIONS ("GREEN BOOK"). ALL REFERENCE SPECIFICATIONS AND STANDARDS SHALL BE THE LATEST EDITION UNLESS OTHERWISE NOTED.
2. WHEN A TECHNICAL CONFLICT IS FOUND TO EXIST IN THE CONTRACT DOCUMENTS THAT CAN NOT BE RESOLVED BY REFERENCE TO PRECEDENCE PROVISIONS IN THE "GREEN BOOK": THE CONTRACTORS SHALL IMMEDIATELY REPORT SAID CONFLICT TO THE CITY ENGINEERS FOR RESOLUTION.
3. ALL MATERIALS AND METHODS ARE SUBJECT TO THE APPROVAL OF THE CITY ENGINEER.
4. CONSTRUCTION PERMITS SHALL BE OBTAINED FROM THE CITY OF BANNING, ENGINEERING DEPARTMENT PRIOR TO THE START OF ANY WORK. INSPECTION COORDINATION SHALL BE REQUESTED AT LEAST TWO WORKING DAYS PRIOR TO THE START OF ANY WORK IN PUBLIC RIGHT-OF-WAY WITHIN THE CITY LIMITS. CALL (951) 922-3130 FOR AN INSPECTION REQUEST.
5. THE CONTRACTOR SHALL CONFORM TO ALL TRAFFIC CONTROL POLICIES, METHODS AND PROCEDURES DESCRIBED IN STATE OF CALIFORNIA MANUAL OF TRAFFIC CONTROLS, LATEST NON- METRIC EDITION UNLESS OTHERWISE DIRECTED BY THE CITY ENGINEER.
6. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN BARRICADES, DELINEATORS OR OTHER TRAFFIC CONTROL DEVICES AT ALL TIMES.
7. THE CONTRACTORS SHALL OBTAIN A PERMIT TO PERFORM EXCAVATION OR TRENCH WORK FOR TRENCHES 5 FEET OR GREATER IN DEPTH FROM THE CALIFORNIA STATE DIVISION OF INDUSTRIAL SAFETY.
8. THE WALLS AND FACES OF ALL EXCAVATIONS GREATER THAN FIVE (5) FEET IN DEPTH SHALL BE GUARDED BY SHORING, SLOPING OF THE GROUND OR OTHER APPROVED MEANS PURSUANT TO THE REQUIREMENTS OF THE DIVISION OF INDUSTRIAL SAFETY OF THE STATE OF CALIFORNIA. TRENCHES LESS THAN FIVE (5) FEET SHALL ALSO BE GUARDED WHEN THE POTENTIAL EXISTS FOR GROUND MOVEMENT.
9. NO MATERIAL OR EQUIPMENT SHALL BE STORED IN THE PUBLIC RIGHT OF WAY WITHOUT OBTAINING A SEPARATE PERMIT FOR THAT PURPOSE.
10. THE LOCATIONS OF UTILITIES SHOWN HAVE BEEN DETERMINED FROM AVAILABLE INFORMATION, HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE, IN THE FIELD, THE TRUE LOCATION AND ELEVATION OF ANY EXISTING UTILITIES, AND TO EXERCISE PROPER PRECAUTION TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT UNDERGROUND SERVICE ALERT AT 1-800-422-4133 TWO WORKING DAYS BEFORE EXCAVATION.
11. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION WITH ALL UTILITY COMPANIES INCLUDING, BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, CABLE TELEVISION, LANDSCAPING, LANDSCAPE IRRIGATION, DOMESTIC WATER, RECLAIMED WATER, SEWER, STORM DRAIN, FLOOD CONTROL AND CALTRANS. ALL UTILITY COMPANIES SHALL BE GIVEN TWO WORKING DAYS NOTICE PRIOR TO WORK AROUND THEIR FACILITIES.
12. THE CONTRACTOR SHALL NOT OPERATE ANY FIRE HYDRANT OR WATER MAIN VALVES WITHOUT APPROPRIATE AGENCY AUTHORIZATION. CONTRACTOR SHALL COORDINATE WITH THE WATER DEPARTMENT, CITY OF BANNING FOR VALVE OPERATION AND WATER REQUIREMENTS.
13. CURVE DATA REFERS TO THE FACE OF CURB, UNLESS OTHERWISE NOTED.
14. STATIONING REFERS TO THE CENTERLINE OF STREETS EXCEPT WHERE OTHERWISE NOTED.
15. ADEQUATE CONSTRUCT/ON CONTROL STAKES SHALL BE SET BY THE ENGINEER TO ENABLE THE CONTRACTOR TO CONSTRUCT THE WORK TO THE PLAN GRADE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PRESERVATION OF BENCHMARKS AND CONSTRUCTION CONTROL STAKING DURING CONSTRUCTION.
16. THE CONTRACTOR SHALL NOT DISTURB EXISTING SURVEY MONUMENTS, MONUMENT TIES OR BENCH MARKS WITHOUT PRIOR NOTIFICATION TO THE CITY ENGINEER.
17. REMOVAL AND REPLACEMENT OF EXISTING SURVEY CONTROL, INCLUDING SURVEY MONUMENTS, MONUMENT TIES AND BENCH MARKS, SHALL BE DONE BY A REGISTERED CIVIL ENGINEER OR LICENSED LAND SURVEYOR. SURVEY MONUMENTS THAT WILL BE DESTROYED AS A RESULT OF THIS CONSTRUCT/ON SHALL BE REPLACED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER ONE WEEK PRIOR TO CONSTRUCTION SO THAT TIES TO MONUMENTS CAN BE ESTABLISHED FOR LATER REPLACEMENT OF THE MONUMENT.
18. THE CONTRACTOR SHALL MAINTAIN ACCESS FOR LOCAL RESIDENTS AND BUSINESS AT ALL TIMES. A MINIMUM 12 FOOT LANE SHALL BE MAINTAINED AT ALL TIMES IN THE CONSTRUCT/ON AREA FOR RESIDENTS AND EMERGENCY VEHICLES.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AN EFFECTIVE MEANS OF DUST CONTROL, INCLUDING ADEQUATE WATERING, AT ALL TIMES.
20. ALL GRADING OPERATIONS SHALL BE DISCONTINUED WHEN SUSTAINED WIND VELOCITIES EXCEED 25 MILES PER HOUR.
21. THE CONTRACTOR SHALL NOT CAUSE ANY EXCAVATED MATERIAL, MUD, SILT, OR DEBRIS TO BE DEPOSITED ONTO PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE RIGHT OF WAY DURING CONSTRUCTION WITHOUT PRIOR WRITTEN APPROVAL.
22. NO TRENCH BACKFILL SHALL TAKE PLACE WITHOUT PRIOR APPROVAL OF THE CITY INSPECTOR.
23. A GEOTECHNICAL ENGINEER SHALL CERTIFY ALL BACKFILL COMPACTION, FAILURE TO OBTAIN THE REQUIRED DENSITY SHALL REQUIRE RE-WORKING OF THAT PORTION OF THE WORK UNTIL THE SPECIFIED DENSITY IS OBTAINED.
24. CARE SHOULD BE TAKEN TO PREVENT GRADES, DITCHES, AND SWALES FROM UNDERMINING STREET IMPROVEMENTS. UPON INSPECTION OF THE SITE, THE CITY ENGINEER MAY REQUIRE TEMPORARY NON-ERODEABLE SWALES ENTERING OR LEAVING IMPROVEMENTS.
25. THE FINAL LOCATION AND WIDTH OF DRIVEWAY APPROACH APRONS SHALL BE APPROVED AT THE TIME OF CONSTRUCTION AND SHALL CONFORM TO THE CITY OF BANNING STANDARD DETAILS.
26. ALL EXPOSED CONCRETE SURFACES SHALL CONFORM IN GRADE, COLOR AND FINISH TO MATCH EXISTING CONCRETE.
27. THE CONTRACTOR SHALL STAMP AN "S" IN THE FACE OF THE CURB AT THE LOCATION OF THE SEWER LATERAL.
28. NO CONCRETE SHALL BE PLACED UNTIL THE FORMS AND REINFORCING STEEL HAVE BEEN PLACED, INSPECTED AND APPROVED.
29. ALL UNDERGROUND UTILITIES SHALL BE INSTALLED, TESTED AND APPROVED PRIOR TO PAVING OF STREETS.
30. PAVEMENT STRUCTURAL SECTIONS SHOWN ARE MINIMUM AND SUBJECT TO REVISION AND APPROVAL OF THE CITY ENGINEER AS DETERMINED BY SOILS TESTS TAKEN AFTER COMPLETION OF ROUGH GRADING AND IN CONSIDERATION OF THE APPROPRIATE R-VALUE.
31. ACTUAL THICKNESS OF AC PAVEMENT AND/ OR BASE COURSE MATERIAL FOR STRUCTURAL STREET SECTIONS SHALL BE RECOMMENDED BY A GEOTECHNICAL REPORT AND SUBMITTED TO THE CITY OF BANNING FOR APPROVAL UPON COMPLETION OF ROUGH GRADING.
32. ALL MANHOLES, CLEAN OUT FRAMES, COVERS AND VALVE BOXES SHALL BE RAISED TO FINISHED GRADE BY THE PAVING CONTRACTOR UPON COMPLETION OF PAVING AND PER THE CITY OF BANNING'S REQUIREMENTS.
33. UPON COMPLETION OF CONSTRUCTION, CONTRACTOR SHALL RESTORE ALL SIGNING, STRIPING, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES TO THE SATISFACTION OF THE CITY ENGINEER.
34. CONTRACTOR SHALL RELOCATE AND/ OR REPLACE LANDSCAPING, SPRINKLERS AND SIDEWALKS AFFECTED BY THE CONSTRUCTION TO THE SATISFACTION OF THE CITY ENGINEER.
35. AS-BUILT DRAWINGS SHALL BE PROVIDED BY THE CONTRACTOR TO THE ENGINEER OF RECORD, WHO SHALL PROVIDE RECORD DRAWINGS TO THE CITY ENGINEER.
36. IF AND WHEN TRAFFIC LOOP DETECTORS ARE DISTURBED THEY SHALL BE REPLACED AS SOON AS POSSIBLE, PER THE CITY ENGINEER'S DIRECTION.
37. STREET NAME AND DIRECTIONAL SIGNS SHALL MEET ALL MUTCD AND CITY REQUIREMENTS.

SEWER GENERAL NOTES:

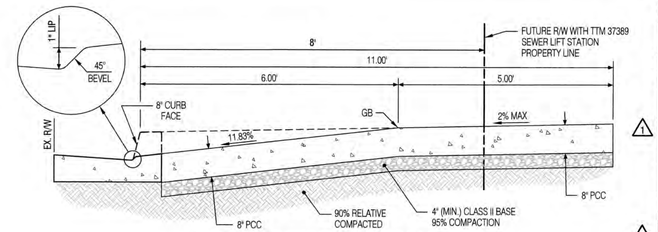
1. ALL WORK SHALL COMPLY WITH THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION LATEST EDITION, A.P.W.A. IN THE CASE OF CONFLICTS BETWEEN THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS, THE CITY OF BANNING PUBLIC WORKS SPECIFICATIONS SHALL GOVERN.
2. TYPE OF PIPE SHALL BE SDR 26 PVC.
3. SEWER MAINS MAY BE LAND THROUGH MANHOLES AND USED AS A FORM FOR THE INVERT.
4. FINAL TESTING FOR PIPELINE LEAKAGE SHALL BE MADE IN THE PRESENCE OF THE INSPECTOR FOR THE CITY, AFTER BACKFILL HAS BEEN INSPECTED AND APPROVED.
5. ALL TRENCHES SHALL BE COMPACTED TO 90% RELATIVE DENSITY.
6. THE CONTRACTOR SHALL NOTIFY THE CITY OF BANNING 48 HOURS PRIOR TO STARTING ANY WORK. PHONE: (909) 922-3142
7. THE CONTRACTOR SHALL SET UP APPOINTMENTS TO REVIEW THE PLANS IN DETAIL WITH THE CITY PRIOR TO START OF CONSTRUCTION.
8. SEPARATION BETWEEN WATERLINES AND SEWERS SHALL CONFORM TO CITY OF BANNING AND STATE OF CALIFORNIA HEALTH DEPARTMENT REQUIREMENTS.
9. IT SHALL BE THE SEWER CONTRACTOR'S RESPONSIBILITY TO SET MANHOLE COVERS TO FINISH GRADE AFTER PAVING IN ACCORDANCE WITH CITY OF BANNING STANDARDS.
10. ALL ELEVATIONS SHOWN TO BE EXISTING WERE TAKEN FROM RECENT SURVEY OF THE ENGINEER AND SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
11. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CLEAR THE RIGHT-OF-WAY IN ACCORDANCE WITH THE PROVISIONS OF LAW AS IT AFFECTS EACH UTILITY INCLUDING IRRIGATION LINES AND APPURTENANCES AT NO COST TO THE CITY.
12. THE CONTRACTOR SHALL, AT NO EXPENSE TO THE CITY, PROVIDE ALL NECESSARY SAMPLES AND TESTS REQUIRED BY THE CITY TO ASSURE THAT THE QUALITY OF MATERIALS AND WORKMANSHIP ARE IN ACCORDANCE WITH THESE PLANS AND SAID SPECIFICATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK AND SHALL MAINTAIN ALL FACILITIES COMPLETED AND UNCOMPLETED, UNTIL ACCEPTED BY THE CITY.
14. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND NOTIFY UTILITY COMPANIES 48 HOURS IN ADVANCE OF THE BEGINNING OF CONSTRUCTION.
15. ALL SEWER LATERALS SHALL BE MARKED ON CURB WHERE THEY ENTER STREET WITH A PERMANENT "S."
16. SEWER LATERALS ARE NOT ALLOWED TO BE CONSTRUCTED UNDER/WITHIN THE DRIVEWAY APPROACHES.
17. CCTV VIDEO INSPECTION WILL BE REQUIRED, AT CONTRACTORS EXPENSE, AND SUBMITTED TO THE CITY FOR REVIEW PRIOR TO ACCEPTANCE, ANY AFFECTS WILL NEED TO BE REPAIRED AT NO COST TO THE CITY. CCTV INSPECTION SHALL INCLUDE VERIFICATION OF PIPE SLOPES FOR ENTIRE LENGTH OF PIPE.
18. MANDREL TESTING OF SEWER SHALL OCCUR A MINIMUM OF 60 DAYS AFTER BACKFILL OF SEWER TRENCH.
19. BENDING OF SDR 26 PVC PIPE THROUGH PIPE BARREL IS NOT PERMITTED.
20. MAXIMUM DEFLECTION OF SEWER PIPE JOINTS IS ONE DEGREE, OR PER MANUFACTURER'S RECOMMENDATIONS, WHICHEVER IS LESS.

NOTE FOR SEWER TRENCH BACKFILL:

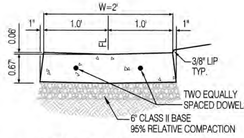
USE CITY STANDARD NO. S-15, S-16, S-17 FOR WATER TRENCH BACKFILL

WATER GENERAL NOTES:

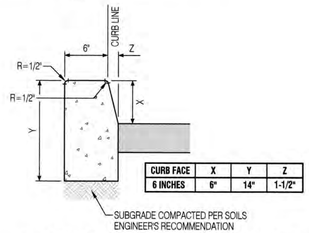
1. WATERLINE INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF BANNING WATER DEPARTMENT STANDARD DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS, TESTING, AND INSPECTION OF PIPE SHALL BE IN CONFORMITY WITH THE REQUIREMENTS OF THE CITY OF BANNING WATER DEPARTMENT AND THE AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
3. ALL SERVICE CONNECTIONS SHALL BE 1" SERVICES AND 1" METERS UNLESS OTHERWISE NOTED, AND SHALL BE LOCATED AS SHOWN ON THE PLANS, ADJUSTED AS NECESSARY TO MISS DRIVEWAYS. SERVICES WILL BE 1" COPPER PIPE TYPE "K."
4. WATER SYSTEM WILL BE INSTALLED BY DEVELOPER AND DEEDED TO THE CITY OF BANNING AFTER ACCEPTANCE BY THE CITY COUNCIL.
5. THERE SHALL BE A MINIMUM OF 36" COVER FOR PIPES 12"Ø AND BELOW AND 42" COVER FOR PIPES 12"Ø AND ABOVE.
6. ALL WATER PIPE SHALL BE DUCTILE IRON PIPE (CLASS 350) WITH V-BIO POLYETHYLENE ENCASEMENT PER CITY STD. DWG. NO. W-31
7. PRIOR TO CONSTRUCTION OF PIPELINE, CONTRACTOR SHALL EXPOSE EXISTING WATERLINES AND VERIFY ITS LOCATION.
8. ALL VALVES SHALL BE TURNED ON OR OFF BY CITY OF BANNING WATER DEPARTMENT EMPLOYEES ONLY.
9. CONNECTIONS TO MAINS WILL BE MADE BY DEVELOPER AND UNDER THE CITY OF BANNING WATER DEPARTMENT SUPERVISION.
10. ALL CONNECTIONS TO EXISTING WATER MAINS WILL BE HOT TAP.
11. FIRE HYDRANTS SHALL BE JAMES-JONES J-3700 6" x 4" x 2½" (OR EQUAL), THE BODY SHALL BE BRONZE, IF FLANGED HYDRANT IS USED IT WILL BE A 6-HOLE FLANGE.
12. ALL FIRE HYDRANTS SHALL HAVE GATE VALVE SHUTOFF LOCATIONS 1' OFF OF THE WATER MAIN AND MINIMUM OF 5' BETWEEN HYDRANT AND SHUTOFF VALVE.
13. ALL USES OF WATER DURING CONSTRUCTION WILL REQUIRE AN APPROVED BACK FLOW DEVICE
14. ALL WATER MAINS WILL BE INSTALLED IN THE STREET.
15. MAIN SIZE MINIMUM SHALL BE 8".
16. FIRE HYDRANTS SHALL BE MARKED BY FIRE HYDRANT SPOTTER ON PAVEMENT PER CITY STANDARDS.
17. LANDSCAPE METER LOCATIONS TO BE VERIFIED BY DEVELOPER AND ENGINEER PRIOR TO CONSTRUCTION.



12 MODIFIED DRIVEWAY APPROACH DETAIL
CITY STD. DWG. NO. C-207
NTS



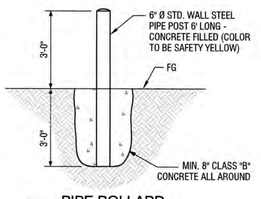
13 LONGITUDINAL GUTTER
MODIFIED PER CITY STD. DWG. NO. C-211
NTS



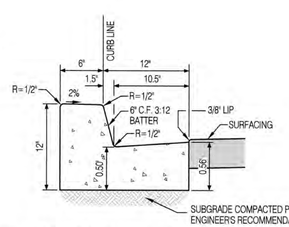
CURB FACE	X	Y	Z
6 INCHES	6"	14"	1-1/2"

14 MODIFIED TYPE "D" CURB ONLY (6")
CITY STD. DWG. NO. C-203 (NO CLASS 2 AGGREGATE BASE)
NTS

NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. ALL EXPOSED CORNERS SHALL BE FINISHED WITH 1/2 RADIUS.
3. FINISH SHALL BE FINE BROOM.
4. EXISTING P.C.C. SHALL BE SAWCUT AT SCORELINE PRIOR TO REMOVAL.
5. CURBS SHALL HAVE EXPANSION JOINTS AT B.C.R. AND E.C.R. AND WEAKENED PLANE JOINTS AT 10' INTERVALS ONLY; NO SCORELINE ALLOWED.
6. WHEN CURB IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.

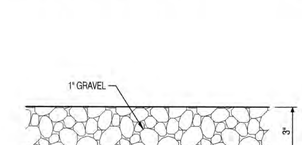


44 PIPE BOLLARD
NTS

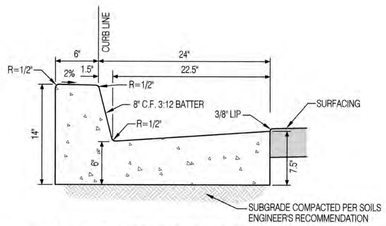


15 MODIFIED TYPE "A" CURB AND GUTTER (6")
CITY STD. DWG. NO. C-200 (NO CLASS 2 AGGREGATE)
NTS

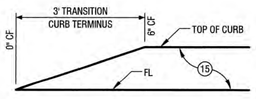
NOTES:
1. CONCRETE SHALL BE CLASS 520-C-2500 P.C.C. CURED WITH WHITE PIGMENTED CURING COMPOUND.
2. FINISH SHALL BE FINE BROOM.
3. FLOWLINE SHALL BE STEEL TROWEL FINISH.
4. CURB SHALL HAVE WEAKENED PLANE JOINTS AT 10' INTERVAL; NO SCORE LINES ALLOWED.
5. SUBGRADE SHALL BE COMPACTED PER SOILS ENGINEER'S RECOMMENDATIONS UNDER CURB AND GUTTER.
6. WHEN CURB AND GUTTER IS PLACED BY AN EXTRUSION MACHINE, FINISHING WORK SHALL PROVIDE AN ACCEPTABLE FINISH AND WEAKENED PLANE JOINTS MAY BE SAWCUT.
7. MINIMUM GRADE = 0.40%.
8. A MIN. 1' WIDE AC PAVEMENT REPAIR SECTION SHALL BE CONSTRUCTED WHEN CURB AND GUTTER IS PLACED ADJACENT TO EXISTING AC PAVEMENT.



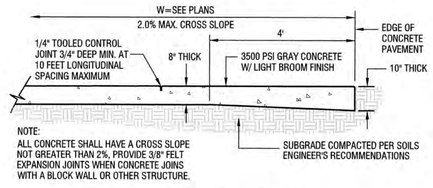
26 GRAVEL
GRAVEL COLOR PER LANDSCAPE ARCHITECT'S RECOMMENDATIONS.
NTS



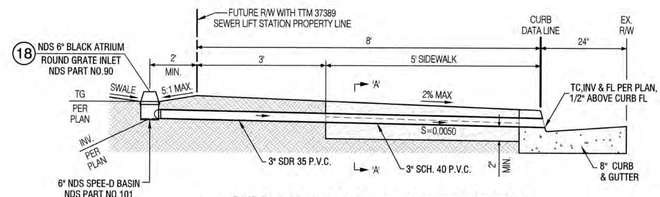
21 MODIFIED TYPE "B" CURB AND GUTTER (8")
CITY STD. DWG. NO. C-201 (NO CLASS 2 AGGREGATE)
NTS



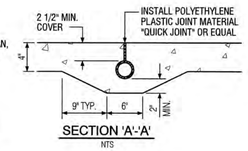
27 CURB FACE TERMINUS
NTS



16 PCC CONCRETE PAVEMENT
DOWELS FOR CONCRETE JOINTS PER SOILS ENGINEER'S RECOMMENDATIONS.
NTS



17 CURB CORE AT 8" CURB & GUTTER DETAIL
MODIFIED PER CITY STD. NO. C-217
NTS



SECTION 'A'-'A'
NTS

CONSTRUCTION NOTES & ESTIMATED QUANTITIES:

		DEMOLITION	UNIT	QUANTITY
	1	SAWCUT & REMOVE EXISTING AC PAVEMENT OVER BASE.	SF	173
	2	REMOVE EXISTING CURB & GUTTER.	LF	45
		PAVING, GRADING & DRAINAGE IMPROVEMENT	**UNIT**	**QUANTITY**
1	11	CONSTRUCT 4" AC PAVEMENT OVER 7" CLASS II AGGREGATE BASE.	SF	3,608
	12	CONSTRUCT MODIFIED DRIVEWAY APPROACH PER CITY STD. DWG. NO. C-207 & DETAIL ON THIS SHEET.	SF	409
	13	CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 & DETAIL ON THIS SHEET.	SF	131
	14	CONSTRUCT MODIFIED TYPE "D" CURB ONLY (6") PER CITY STD. DWG. NO. C-203 & DETAIL ON THIS SHEET.	LF	79
1	15	CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY STD. DWG. NO. C-200 & DETAIL ON THIS SHEET.	LF	43
	16	CONSTRUCT 8" PCC CONCRETE PAVEMENT PER DETAIL ON THIS SHEET.	SF	2,722
	17	PROPOSED MODIFIED CURB DRAIN PER CITY STD. DWG. NO. C-217 & DETAIL ON THIS SHEET.	EA	1
	18	INSTALL 6" DIA. BLACK ATRIUM GRATE (NDS PART NO.90) ON 6" NDS SPEE-D BASIN (NDS PART NO.101) & DETAIL ON THIS SHEET.	EA	1
1	19	CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.	SF	1,288
	20	CONSTRUCT 0.21' AC GRIND AND MINIMUM 0.21' AC OVERLAY PER SOILS ENGINEER RECOMMENDATIONS.	SF	312
	21	CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8") PER CITY STD. DWG. NO. C-201 & DETAIL ON THIS SHEET.	LF	154
	22	CONSTRUCT SIDEWALK PER CITY STD. DWG. NO. C-213.	SF	517
	23	ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20.	EA	1
	24	ADJUST SEWER MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.	EA	2
1	25	INSTALL 2" X 4" REDWOOD HEADER.	LF	427
1	26	INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER PER DETAIL ON THIS SHEET.	SF	2,833
	27	CONSTRUCT CURB TERMINUS PER DETAIL ON THIS SHEET.	EA	1
		WALL IMPROVEMENTS	**UNIT**	**QUANTITY**
	31	CONSTRUCT COMBINATION MASONRY BLOCK WALL / TUBULAR STEEL FENCE PER STRUCTURAL ENGINEER'S PLAN & DETAIL ON SHEET NO. 9.	LF	220
1	32	INSTALL CABLE RAILING FENCE PER CALTRANS STD. DWG. NO. B11-47 "SECTION A-A" & DETAIL ON SHEET NO. 5.	LF	236
1	33	INSTALL PIPE GATE PER DETAIL ON SHEET NO. 6.	EA	2
	34	CONSTRUCT THROUGH WALL DRAINAGE PER STRUCTURAL ENGINEER'S PLAN & DETAIL 5 ON SHEET NO. 9.	EA	4
		WATER IMPROVEMENTS	**UNIT**	**QUANTITY**
	41	RELOCATE EXISTING FIRE HYDRANT PER CITY STD. DWG. NO. W-18.	EA	1
	42	INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-5.	EA	1
	43	INSTALL 1" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11.	EA	1
	44	INSTALL PIPE BOLLARDS PER DETAIL ON THIS SHEET.	EA	2
	45	INSTALL 2" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-7.	EA	1
	46	INSTALL 2" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11.	EA	1
	47	INSTALL 2" SCH 80 PVC WATER SERVICE.	LF	25
	48	INSTALL TEMPORARY WATER TIGHT CAP.	EA	1
		STRIPING IMPROVEMENTS	**UNIT**	**QUANTITY**
	61	INSTALL SOLID WHITE RIGHT EDGELINE STRIPE DETAIL 27B PER CALTRANS STD. PLAN. NO. A20B.	LF	160
	62	INSTALL TYPE "F" DELINEATOR PER CA MUTCD STD.	EA	5
		EROSION AND SEDIMENT CONTROL	**UNIT**	**QUANTITY**
	71	CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL ON SHEET NO. 8.	EA	1
	72	INSTALL GRAVELBAG VELOCITY REDUCER/SEDIMENT TRAPS PER DETAIL ON SHEET NO. 8.	LF	63
1	73	INSTALL 2 BAG HIGH GRAVELBAG SEDIMENT BARRIER PER DETAIL ON SHEET NO. 8.	LF	487
	74	PREPARE STREET SWEEPING AND VACUUMING PER CASQA SE-7.	LS	1
	75	APPLY DUST CONTROL TO SITE PRIOR TO FORECASTED WINDY WEATHER PER CASQA BMP WE-1.	LS	1
1	76	APPLY HYDROSEED IMMEDIATELY AFTER ROUGH GRADING IS COMPLETED. SEE HYDROSEED NOTES ON SHEET NO. 8.	SF	4,029

NOTES:

1. PROPOSED BACKUP GENERATOR PER MECHANICAL ENGINEER'S PLAN.
2. PROPOSED WET WELL PER MECHANICAL ENGINEER'S PLAN.
3. PROPOSED ELECTRIC TRANSFORMER PER DRY UTILITY CONSULTANT'S PLAN.
4. PROPOSED ELECTRICAL CABINET WITH COVER PER MECHANICAL ENGINEER'S PLAN.
5. PROPOSED ABOVE GROUND PIPING PAD PER MECHANICAL ENGINEER'S PLAN.
6. PROPOSED SLIDING GATE PER MECHANICAL ENGINEER'S PLAN.
7. PROPOSED 15" GRAVITY SEWER PER SEPARATE PLAN.
8. PROPOSED 12" SEWER FORCE MAIN PER SEPARATE PLAN.
9. EXISTING 10" SEWER TO BE ABANDONED PER SEPARATE PLAN.
10. EXISTING VINYL FENCE, PROTECT IN PLACE.
11. PROPOSED SEWER GRINDER IN VAULT PER MECHANICAL ENGINEER'S PLAN.
12. EXISTING CURB & GUTTER, PROTECT IN PLACE.
13. PROPOSED PUMP CRANE PER MECHANICAL ENGINEER'S PLAN.
14. PROPOSED FUTURE PUBLIC STREET LOT WITH DEVELOPMENT OF TTM NO. 37389.
15. PROPOSED LANDSCAPE AREA PER SEPARATE PLAN.
16. PROPOSED 2" WATER LINE PER MECHANICAL ENGINEER'S PLAN.
17. PROPOSED 3/4" BRASS BAL VELAVE & HOSE BIB PER MECHANICAL ENGINEER'S PLAN.
18. PROPOSED LIGHT POLE PER MECHANICAL ENGINEER'S PLAN.
19. PROPOSED ELECTRIC PME PER DRY UTILITY CONSULTANT'S PLAN.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	REV. QUANTITIES, REV. CONST. NOTE NO. 19, ADDED SQUARE NOTE NO. 19, REV. LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP: 12-31-22
DATE 6-7-21

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

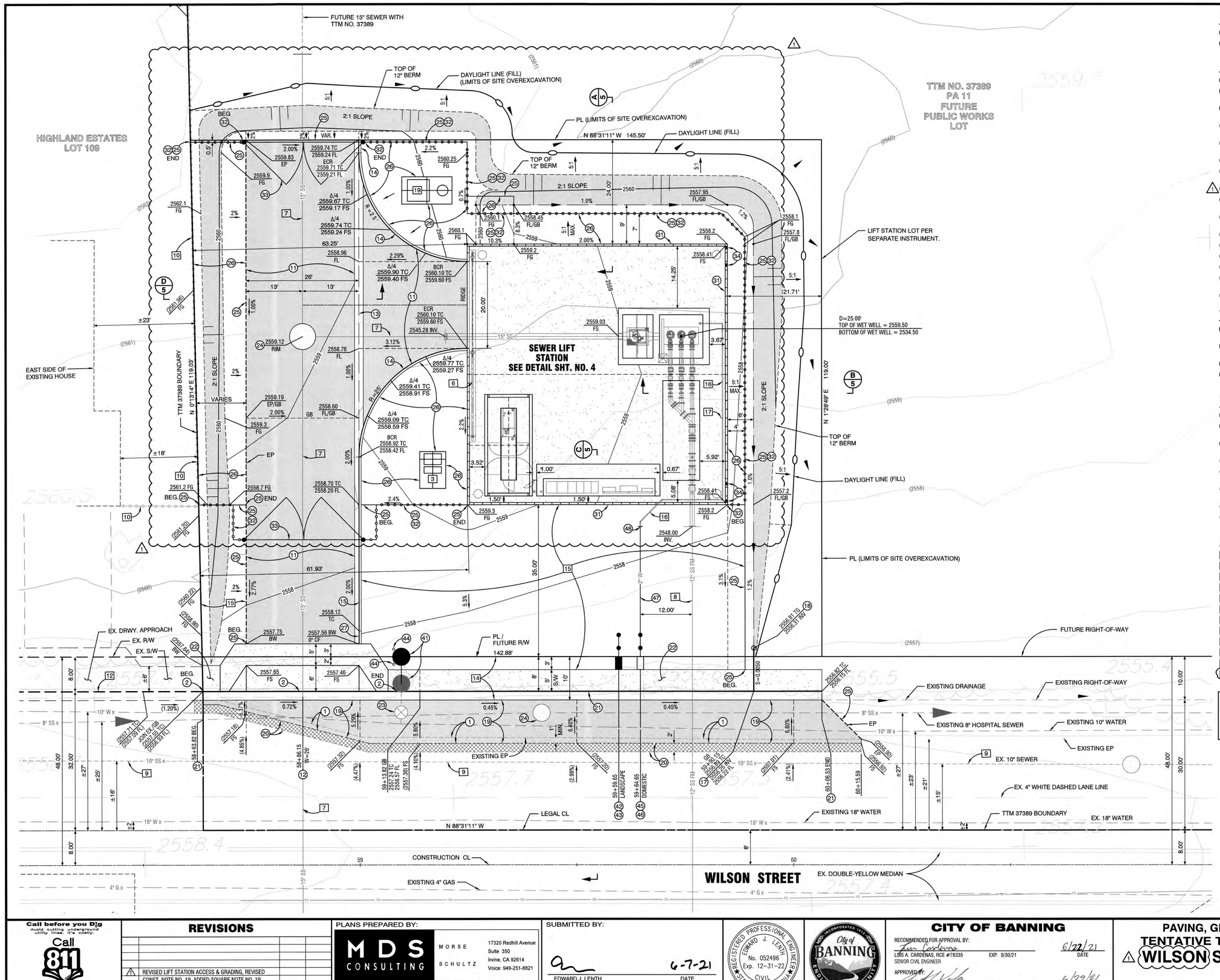
CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LOUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 6/22/21
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — DATE 6/29/21
PUBLIC WORKS DIRECTOR/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
1 WILSON SEWER LIFT STATION
DETAILS, CONSTRUCTION NOTES & ESTIMATED QUANTITIES

W.O. No.
CIP No.
PROJECT No.
SHEET 2 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

MDS Proj. Data: I:\89434\ENGINEERING\Plans\PGrade\PA-11 Created: 06.10.2021 10:19:49 AM Author: MDS Last Edit: 06.10.2021 10:19:49 AM By: Station105
MDS File: 89434 37389 PA-11 LIFT-STA PGD-Sht02 (Detail).dwg Plot Scale: 1" = 1' Dwg Scale: --- Plot Date: 06.10.2021 10:28:26 AM By: station105



DEMOLITION NOTES:

1. SAWCUT & REMOVE EXISTING AC PAVEMENT OVER BASE.
2. REMOVE EXISTING CURB & GUTTER.

PAVING, GRADING & DRAINAGE IMPROVEMENTS:

11. CONSTRUCT 4" AC PAVEMENT OVER 7" CLASS II AGGREGATE BASE.
12. CONSTRUCT MODIFIED DRIVEWAY APPROACH PER CITY STD. DWG. NO. C-207 & DET. SHT. NO. 2.
13. CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 AND DET. SHT. NO. 2.
14. CONSTRUCT MODIFIED TYPE "D" CURB ONLY(6") PER CITY STD. NO. C-203 & DET. SHT. NO. 2.
15. CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER(6") PER CITY STD. NO. C-200 & DET. SHT. NO. 2.
17. PROPOSED MODIFIED CURB DRAIN PER CITY STD. DWG. NO. C-217 & DET. SHT. NO. 2.
18. INSTALL 6" DIA. BLACK ATRIUM GRATE (NDS PART NO.90) ON 6" NDS SPEE-D BASIN (NDS PART NO.101) & DETAIL SHEET NO. 2.
19. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE. ⚠1
20. CONSTRUCT 0.21' AC GRIND AND MINIMUM 0.21' AC OVERLAY PER SOILS ENGINEER RECOMMENDATIONS.
21. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER(6") PER CITY STD. NO. C-201 & DET. SHT. NO. 2.
22. CONSTRUCT 4" SIDEWALK PER CITY STD. NO. C-213.
23. ADJUST WATER VALVE TO GRADE PER CITY STD. DWG. NO. W-20.
24. ADJUST SEWER MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.
25. INSTALL 2"X4" REDWOOD HEADER.
26. INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER PER DETAIL ON SHEET NO. 2.
27. CONSTRUCT CURB TERMINUS PER DET. SHT. NO. 2

WALL IMPROVEMENTS:

31. CONSTRUCT COMBINATION MASONRY BLOCK WALL / TUBULAR STEEL FENCE PER STRUCTURAL ENGINEER'S PLAN & DETAIL ON SHEET NO. 9.
32. INSTALL CABLE RAILING FENCE PER CALTRANS STD. DWG. NO. B11-47 "SECTION A-A" & DETAIL ON SHEET NO. 5.
33. INSTALL PIPE GATE PER DETAIL ON SHEET NO. 6.
34. CONSTRUCT THROUGH WALL DRAINAGE PER STRUCTURAL ENGINEER'S PLAN & DETAIL 5 ON SHEET NO. 9.

WATER IMPROVEMENTS:

41. RELOCATE EXISTING FIRE HYDRANT PER CITY STD. DWG. NO. W-18.
42. INSTALL 1" POTABLE COPPER SERVICE AND 1" METER INSTALLATION PER CITY STD. DWG. NO. W-5.
43. INSTALL 1" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11.
44. INSTALL PIPE BOLLARDS PER DETAIL SHEET NO. 2.
45. INSTALL 2" POTABLE COPPER SERVICE AND 2" METER INSTALLATION PER CITY STD. DWG. NO. W-7.
46. INSTALL 2" REDUCED PRESSURE BACKFLOW ASSEMBLY PER CITY STD. DWG. NO. W-11.
47. INSTALL 2" SCH 80 PVC WATER SERVICE.
48. INSTALL TEMPORARY WATER TIGHT CAP.

NOTES:

3. PROPOSED ELECTRIC TRANSFORMER PER DRY UTILITY CONSULTANT'S PLAN.
6. PROPOSED SLIDING GATE PER MECHANICAL ENGINEER'S PLAN.
7. PROPOSED 15" GRAVITY SEWER PER SEPARATE PLAN.
8. PROPOSED 12" SEWER FORCE MAIN PER SEPARATE PLAN.
9. EXISTING 10" SEWER TO BE ABANDONED PER SEPARATE PLAN.
10. EXISTING VINYL FENCE, PROTECT IN PLACE.
12. EXISTING CURB & GUTTER, PROTECT IN PLACE.
14. PROPOSED FUTURE PUBLIC STREET LOT WITH DEVELOPMENT OF TTM NO. 37389.
15. PROPOSED LANDSCAPE AREA PER SEPARATE PLAN.
16. PROPOSED 2" WATER LINE PER MECHANICAL ENGINEER'S PLAN.
17. PROPOSED 3/4" BRASS BAL VALVE & HOSE BIB PER MECHANICAL ENGINEER'S PLAN.
19. PROPOSED ELECTRIC PME PER DRY UTILITY CONSULTANT'S PLAN. ⚠1

OVEREXCAVATION NOTES:
SITE OVEREXCAVATION PER SOILS ENGINEER'S RECOMMENDATIONS.
OVEREXCAVATION FOR BACKUP GENERATOR PAD, WET WELL, GRINDER VAULT, ELECTRIC CABINET PAD, AND ABOVE GROUND PIPING PAD PER SOILS ENGINEER'S RECOMMENDATIONS.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
⚠1	REVISED LIFT STATION ACCESS & GRADING, REVISED CONST. NOTE NO. 19, ADDED SQUARE NOTE NO. 19, REVISED LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH, RCE# 052496 EXP. 12-31-22 — DATE 6-7-21

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LOIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — DATE 6/22/21
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — DATE 6/29/21
PUBLIC WORKS DIRECTOR/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
⚠1 WILSON SEWER LIFT STATION

W.O. No.
CIP No.
PROJECT No.
SHEET 3 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

MDS Proj. Data: I:\89434\ENGINEERING\Plans\PGrade\PA-11 MDS File: 89434 37389 PA-11 LIFT-STA PGD-SHT3 (Grading).d
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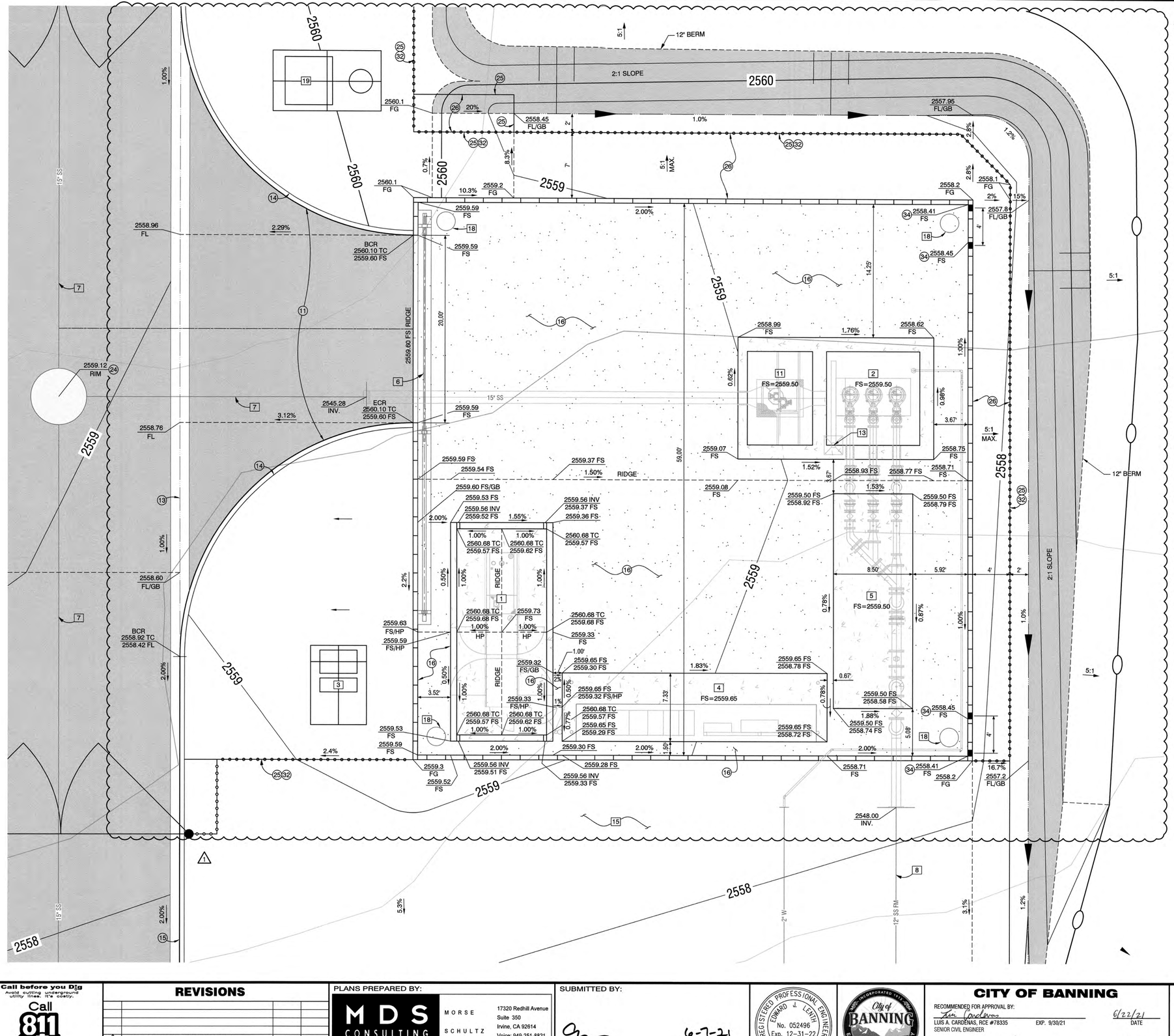

PAVING, GRADING & DRAINAGE:

(11) CONSTRUCT 4" AC PAVEMENT OVER 7" CLASS II AGGREGATE BASE.

(13) CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 & DETAIL ON SHEET NO. 2.

(14) CONSTRUCT MODIFIED TYPE "D" CURB ONLY (6") PER CITY STD. DWG. NO. C-203 & DETAIL ON SHEET NO. 2.

(15) CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY STD. DWG. NO. C-200 & DETAIL ON SHEET NO. 2.

(16) CONSTRUCT 8" PCC CONCRETE PAVEMENT PER DETAIL ON SHEET NO. 2.

(24) ADJUST SEWER MANHOLE TO GRADE PER CITY STD. DWG. NO. S-5.

(25) INSTALL 2" X 4" REDWOOD HEADER.

(26) INSTALL 1" GRAVEL (3" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER PER DETAIL ON SHEET NO. 2.

(32) INSTALL CABLE RAILING FENCE PER CALTRANS STD. DWG. NO. B11-47 "SECTION A-A" & DETAIL ON SHEET NO. 5.

(34) CONSTRUCT THROUGH WALL DRAINAGE PER STRUCTURAL ENGINEER'S PLAN & DETAIL 5 ON SHEET NO. 9.

NOTES:

[1] PROPOSED BACKUP GENERATOR PER MECHANICAL ENGINEER'S PLAN.

[2] PROPOSED WET WELL PER MECHANICAL ENGINEER'S PLAN.

[3] PROPOSED ELECTRIC TRANSFORMER PER DRY UTILITY CONSULTANT'S PLAN.

[4] PROPOSED ELECTRICAL CABINET WITH COVER PER MECHANICAL ENGINEER'S PLAN.

[5] PROPOSED ABOVE GROUND PIPING PAD PER MECHANICAL ENGINEER'S PLAN.

[6] PROPOSED SLIDING GATE PER MECHANICAL ENGINEER'S PLAN.

[7] PROPOSED 15" GRAVITY SEWER PER SEPARATE PLAN.

[8] PROPOSED 12" SEWER FORCE MAIN PER SEPARATE PLAN.

[11] PROPOSED SEWER GRINDER IN VAULT PER MECHANICAL ENGINEER'S PLAN.

[13] PROPOSED PUMP CRANE PER MECHANICAL ENGINEER'S PLAN.

[15] PROPOSED LANDSCAPE AREA PER SEPARATE PLAN.

[18] PROPOSED LIGHT POLE PER MECHANICAL ENGINEER'S PLAN.

1 [19] PROPOSED ELECTRIC PME PER DRY UTILITY CONSULTANT'S PLAN.

OVEREXCAVATION NOTES:

SITE OVEREXCAVATION PER SOILS ENGINEER'S RECOMMENDATIONS.

OVEREXCAVATION FOR BACKUP GENERATOR PAD, WET WELL, GRINDER VAULT, ELECTRIC CABINET PAD, AND ABOVE GROUND PIPING PAD PER SOILS ENGINEER'S RECOMMENDATIONS.

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REVISIONS

MARK		APPR	DATE
1	REVISED LIFT STATION ACCESS & GRADING, ADDED SQUARE NOTE NO. 19, REVISED LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
6-7-21 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — SENIOR CIVIL ENGINEER — 6/22/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — PUBLIC WORKS DIRECTOR/CITY ENGINEER — 6/29/21 DATE

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
1 WILSON SEWER LIFT STATION
GRADING DETAIL

W.O. No.
CIP No.
PROJECT No.
SHEET 4 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

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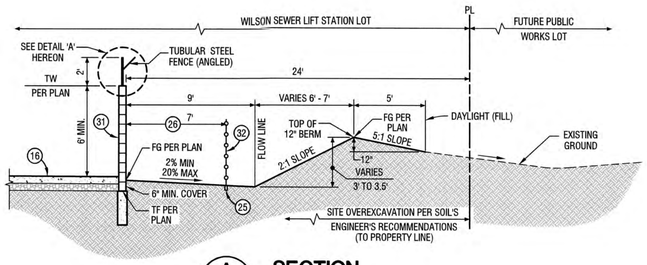
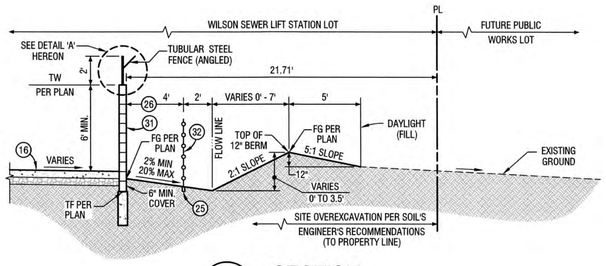


A 3 SECTION (LOOKING WEST) NTS



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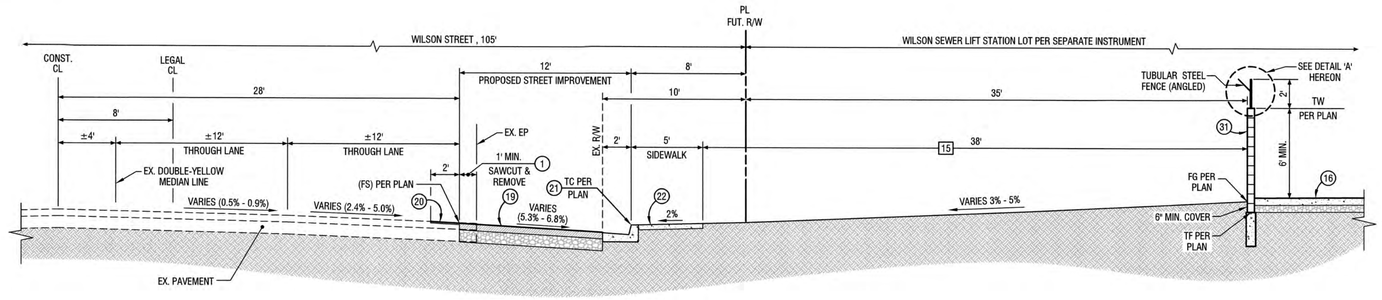

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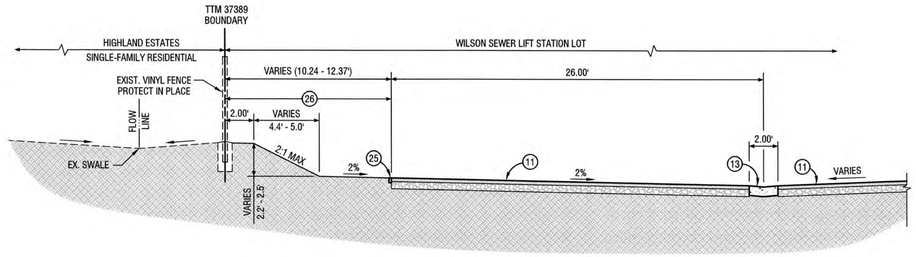
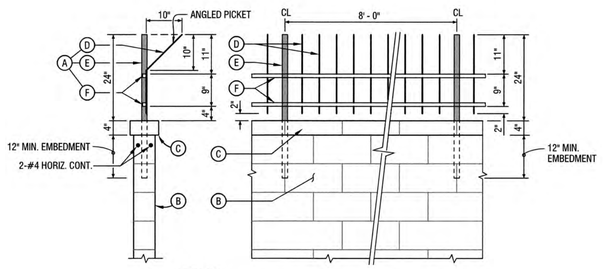


D 3 SECTION (LOOKING NORTH) NTS



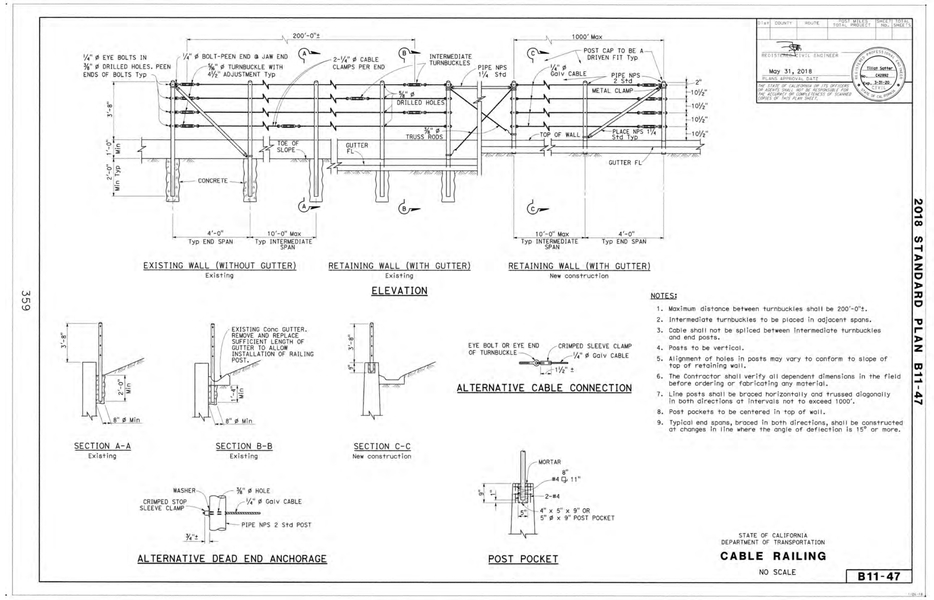
LEGEND:

A. TUBULAR STEEL SECURITY FENCING WITH ARCHED-TOP PICKETS, 'BLACK' COLOR.
   D. 1/2" SQ. SOLID STEEL PICKETS @ 4" O.C.
   E. 2" SQ. x 11 GA. T. STEEL POST W/ WELDED CAP.
   F. 1½" SQ. x 11 GA. T. STELL HORZ. RAILS WELD TO POSTS.

B. 6" x 8" x 16" SPLIT FACE MASONRY WALL, 'OAK' COLOR. (ANGELUS BLOCK CO.). SPLIT-FACE PUBLIC SIDE FACING ONLY.

C. 8" x 4" x 16" 5V1s SOLID CAP (5-SCORE), 'AUBURN' COLOR. (ANGELUS BLOCK CO.).

DETAIL 'A'
NTS



359

2018 STANDARD PLAN B11-47

32 CABLE RAILING FENCE
CALTRANS STD. DWG. NO. B11-47
NTS

CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EXISTING AC PAVEMENT OVER BASE.
11. CONSTRUCT 4" AC PAVEMENT OVER 7" CLASS II AGGREGATE BASE.
13. CONSTRUCT MODIFIED LONGITUDINAL GUTTER PER CITY STD. DWG. NO. C-211 & DETAIL SHEET NO. 2
16. CONSTRUCT 8" PCC CONCRETE PAVEMENT PER DETAIL SHEET NO. 2.
1 19. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
20. CONSTRUCT 0.21' AC GRIND AND MINIMUM 0.21' AC OVERLAY PER SOILS ENGINEER RECOMMENDATIONS.
21. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8") PER CITY STD. DWG. NO. C-201 & DETAIL SHEET NO. 2.
22. CONSTRUCT SIDEWALK PER CITY STD. DWG. NO. C-213.
25. INSTALL 2" X 4" REDWOOD HEADER.
26. INSTALL 1" GRAVEL (2" THICK) OVER NON-WOVEN GEOTEXTILE WEED BARRIER PER DETAIL ON SHEET NO. 2.
31. CONSTRUCT COMBINATION MASONRY BLOCK WALL / TUBULAR STEEL FENCE PER STRUCTURAL ENGINEER'S PLAN & DETAIL SHEET NO. 9.
32. INSTALL CABLE RAILING FENCE PER CALTRANS STD. DWG. NO. B11-47 "SECTION A-A" & DETAIL ON THIS SHEET.

NOTES:

15. PROPOSED LANDSCAPE AREA PER SEPARATE PLAN.

OVEREXCAVATION NOTE:
SITE OVEREXCAVATION PER SOILS ENGINEER'S RECOMMENDATIONS.

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

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REVISIONS

MARK		APPR	DATE
1	REVISED CONST. NOTE NO. 19,		
	REVISED LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING — MORSE SCHULTZ
17320 Redhill Avenue, Suite 350, Irvine, CA 92614, Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH, RCE# 052496 EXP. 12-31-22 — 6-7-21 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING
RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21 — 6/22/21 DATE
SENIOR CIVIL ENGINEER
APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 6/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
1 WILSON SEWER LIFT STATION
SECTIONS AND DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 5 OF 10

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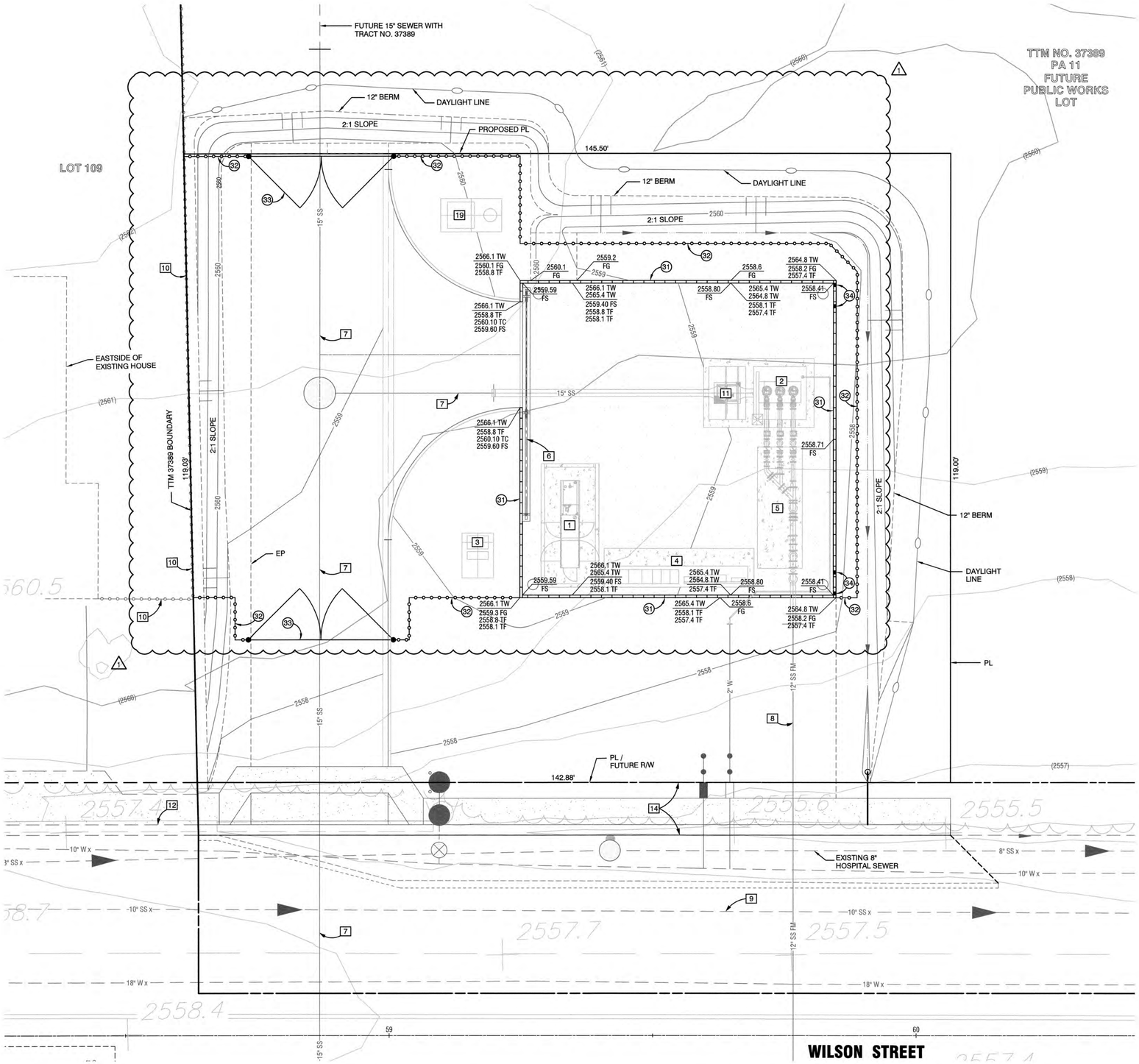


PAVING, GRADING & DRAINAGE:

(11) CONSTRUCT 4" AC PAVEMENT OVER 7" CLASS II AGGREGATE BASE.

(15) CONSTRUCT MODIFIED TYPE "A" CURB AND GUTTER (6") PER CITY STD. DWG. NO. C-200 & DETAIL ON SHEET NO. 2.

WALL IMPROVEMENTS:

(31) CONSTRUCT COMBINATION MASONRY BLOCK WALL / TUBULAR STEEL FENCE PER STRUCTURAL ENGINEER'S PLAN & DETAIL ON SHEET NO. 9.

(32) INSTALL CABLE RAILING FENCE PER CALTRANS STD. DWG. NO. B11-47 "SECTION A-A" & DETAIL ON SHEET NO. 5.

(33) INSTALL PIPE GATE PER DETAIL ON THIS SHEET.

(34) CONSTRUCT THROUGH WALL DRAINAGE PER STRUCTURAL ENGINEER'S PLAN & DETAIL 5 ON SHEET NO. 9.

NOTES:

[1] PROPOSED BACKUP GENERATOR PER MECHANICAL ENGINEER'S PLAN.

[2] PROPOSED WET WELL PER MECHANICAL ENGINEER'S PLAN.

[3] PROPOSED ELECTRIC TRANSFORMER PER DRY UTILITY CONSULTANT'S PLAN.

[4] PROPOSED ELECTRICAL CABINET WITH COVER PER MECHANICAL ENGINEER'S PLAN.

[5] PROPOSED ABOVE GROUND PIPING PAD PER MECHANICAL ENGINEER'S PLAN.

[6] PROPOSED SLIDING GATE PER MECHANICAL ENGINEER'S PLAN.

[7] PROPOSED 15" GRAVITY SEWER PER SEPARATE PLAN.

[8] PROPOSED 12" SEWER FORCE MAIN PER SEPARATE PLAN.

[9] EXISTING 10" SEWER TO BE ABANDONED PER SEPARATE PLAN.

[10] EXISTING VINYL FENCE, PROTECT IN PLACE.

[11] PROPOSED SEWER GRINDER IN VAULT PER MECHANICAL ENGINEER'S PLAN.

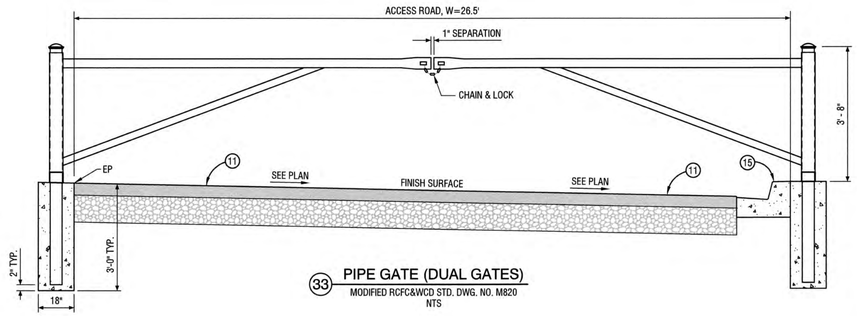
[12] EXISTING CURB & GUTTER, PROTECT IN PLACE.

[14] PROPOSED FUTURE PUBLIC STREET LOT WITH DEVELOPMENT OF TTM NO. 37389.

[19] PROPOSED ELECTRIC PME PER DRY UTILITY CONSULTANT'S PLAN.

WALL NOTES

1) SEE ADDITIONAL DETAILS ON LANDSCAPE ARCHITECT'S PLAN.
2) GARDEN WALL EXPOSED WALL HEIGHT IS 6'-0" MINIMUM.
3) BLOCK WALL COLOR: OAK
4) SPLIT-FACE SINGLE SIDE BLOCK (PUBLIC FACING ONLY). 6" x 8" x 16" SPLIT FACE MASONRY WALL, (ANGELUS BLOCK CO.).
5) 8" x 4" x 16" 5V1s SOLID CAP (5-SCORE), 'AUBURN' COLOR. (ANGELUS BLOCK CO.).
6) MAINTAIN 6" MINIMUM COVER OVER GARDEN WALL FOOTINGS.
7) SPECIAL INSPECTION IS REQUIRED BY SECTION 1704 FOR SOILS, CONCRETE, AND MASONRY FOR NON-RESIDENTIAL PROJECTS.
8) ALSO SEE SOILS ENGINEER'S RECOMMENDATIONS.



(33) PIPE GATE (DUAL GATES)
MODIFIED RCFC&WCD STD. DWG. NO. M820
NTS

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 ft.

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

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REVISIONS

MARK		APPR	DATE
1	REV. LIFT STATION ACCESS & WALL ELEVATIONS, ADDED SQUARE NOTE NO. 19, REV. LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6-7-21 DATE

REGISTERED PROFESSIONAL ENGINEER — EDWARD J. LENTH — No. 052496 — Exp. 12-31-22 — CIVIL — STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21 DATE

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
⚠ WILSON SEWER LIFT STATION
WALL PLAN

W.O. No.
CIP No.
PROJECT No.
SHEET 6 OF 10

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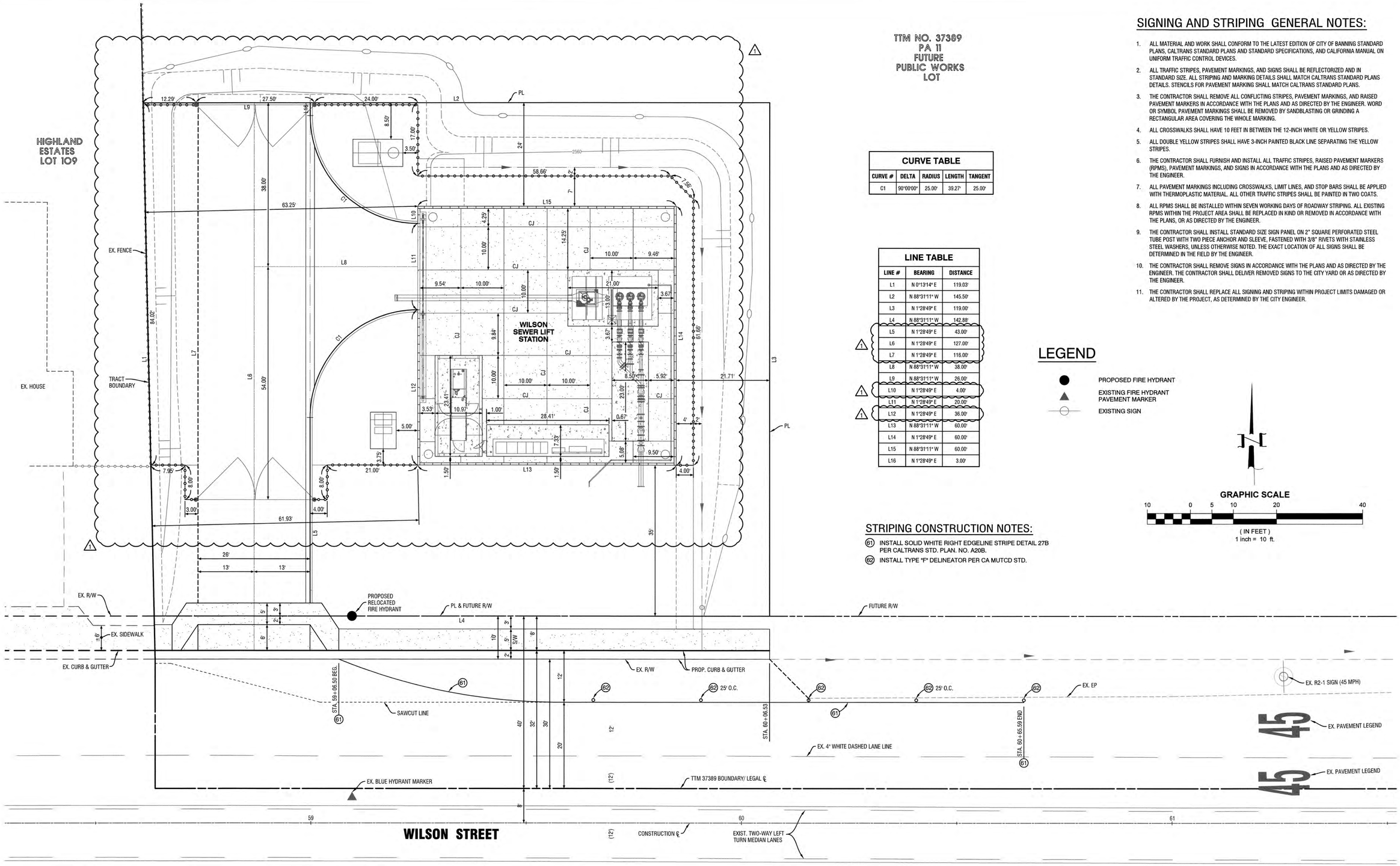

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	90°00'00"	25.00'	39.27'	25.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 0°13'14" E	119.03'
L2	N 88°31'11" W	145.50'
L3	N 1°28'49" E	119.00'
L4	N 88°31'11" W	142.88'
L5	N 1°28'49" E	43.00'
L6	N 1°28'49" E	127.00'
L7	N 1°28'49" E	116.00'
L8	N 88°31'11" W	38.00'
L9	N 88°31'11" W	26.00'
L10	N 1°28'49" E	4.00'
L11	N 1°28'49" E	20.00'
L12	N 1°28'49" E	36.00'
L13	N 88°31'11" W	60.00'
L14	N 1°28'49" E	60.00'
L15	N 88°31'11" W	60.00'
L16	N 1°28'49" E	3.00'

SIGNING AND STRIPING GENERAL NOTES:

1. ALL MATERIAL AND WORK SHALL CONFORM TO THE LATEST EDITION OF CITY OF BANNING STANDARD PLANS, CALTRANS STANDARD PLANS AND STANDARD SPECIFICATIONS, AND CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
2. ALL TRAFFIC STRIPES, PAVEMENT MARKINGS, AND SIGNS SHALL BE REFLECTORIZED AND IN STANDARD SIZE. ALL STRIPING AND MARKING DETAILS SHALL MATCH CALTRANS STANDARD PLANS DETAILS. STENCILS FOR PAVEMENT MARKING SHALL MATCH CALTRANS STANDARD PLANS.
3. THE CONTRACTOR SHALL REMOVE ALL CONFLICTING STRIPES, PAVEMENT MARKINGS, AND RAISED PAVEMENT MARKERS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. WORD OR SYMBOL PAVEMENT MARKINGS SHALL BE REMOVED BY SANDBLASTING OR GRINDING A RECTANGULAR AREA COVERING THE WHOLE MARKING.
4. ALL CROSSWALKS SHALL HAVE 10 FEET IN BETWEEN THE 12-INCH WHITE OR YELLOW STRIPES.
5. ALL DOUBLE YELLOW STRIPES SHALL HAVE 3-INCH PAINTED BLACK LINE SEPARATING THE YELLOW STRIPES.
6. THE CONTRACTOR SHALL FURNISH AND INSTALL ALL TRAFFIC STRIPES, RAISED PAVEMENT MARKERS (RPMS), PAVEMENT MARKINGS, AND SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER.
7. ALL PAVEMENT MARKINGS INCLUDING CROSSWALKS, LIMIT LINES, AND STOP BARS SHALL BE APPLIED WITH THERMOPLASTIC MATERIAL. ALL OTHER TRAFFIC STRIPES SHALL BE PAINTED IN TWO COATS.
8. ALL RPMS SHALL BE INSTALLED WITHIN SEVEN WORKING DAYS OF ROADWAY STRIPING. ALL EXISTING RPMS WITHIN THE PROJECT AREA SHALL BE REPLACED IN KIND OR REMOVED IN ACCORDANCE WITH THE PLANS, OR AS DIRECTED BY THE ENGINEER.
9. THE CONTRACTOR SHALL INSTALL STANDARD SIZE SIGN PANEL ON 2" SQUARE PERFORATED STEEL TUBE POST WITH TWO PIECE ANCHOR AND SLEEVE, FASTENED WITH 3/8" RIVETS WITH STAINLESS STEEL WASHERS, UNLESS OTHERWISE NOTED. THE EXACT LOCATION OF ALL SIGNS SHALL BE DETERMINED IN THE FIELD BY THE ENGINEER.
10. THE CONTRACTOR SHALL REMOVE SIGNS IN ACCORDANCE WITH THE PLANS AND AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL DELIVER REMOVED SIGNS TO THE CITY YARD OR AS DIRECTED BY THE ENGINEER.
11. THE CONTRACTOR SHALL REPLACE ALL SIGNING AND STRIPING WITHIN PROJECT LIMITS DAMAGED OR ALTERED BY THE PROJECT, AS DETERMINED BY THE CITY ENGINEER.

LEGEND

- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PAVEMENT MARKER
- EXISTING SIGN

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

STRIPING CONSTRUCTION NOTES:

(61) INSTALL SOLID WHITE RIGHT EDGELINE STRIPE DETAIL 27B PER CALTRANS STD. PLAN. NO. A20B.

(62) INSTALL TYPE "F" DELINEATOR PER CA MUTCD STD.

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REVISIONS

MARK		APPR	DATE
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	REVISED LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
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MORSE SCHULTZ
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PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
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RCE# 052496 EXP. 12-31-22
6-7-21
DATE

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CITY OF BANNING

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SENIOR CIVIL ENGINEER

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22 — 6/29/21 DATE
PUBLIC WORKS DIRECTOR/CITY ENGINEER

HORIZONTAL CONTROL & STRIPING PLAN
TENTATIVE TRACT NO. 37389, ATWELL
1 WILSON SEWER LIFT STATION

W.O. No.
CIP No.
PROJECT No.
SHEET 7 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

MDS Proj. Data: I:\89434\ENGINEERING\Plans\PGrade\PA-11 Created: 06.10.2021 09:45:20 AM Author: MDS Last Edit: 06.10.2021 09:54:04 AM By: Station105
MDS File: 89434 37389 PA-11 LIFT-STA PGD-SN07 (Horiz).dwg Plot Scale: 1" = 1' Dwg Scale: 1 Plot Date: 06.10.2021 9:56:41 AM By: station105

EROSION AND SEDIMENT CONTROL NOTES:

1. INFORMATION ON THIS PLAN IS FOR EROSION PREVENTION AND SEDIMENT CONTROL ONLY. THESE NOTES ARE COMPREHENSIVE AND SHOULD BE APPLIED ACCORDING TO THE SITE-SPECIFIC CONDITIONS FOR EACH INDIVIDUAL PROJECT. THIS DISCHARGER IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF A COMBINATION OF EROSION AND SEDIMENT CONTROLS BY OCTOBER 1ST OF EACH YEAR FOR ALL APPLICABLE SOIL-DISTURBING ACTIVITIES (CLEARING, GRADING, EXCAVATING) AND ON ALL EXPOSED SLOPES THROUGHOUT THE ENTIRE SITE. THE DISCHARGER IS ALSO RESPONSIBLE FOR ANY DISCHARGES FROM SUBCONTRACTORS.

2. STORMWATER RUNOFF SHOULD BE FILTERED PRIOR TO DISCHARGING TO A STORMWATER CONVEYANCE SYSTEM (NATURAL WATERCOURSES, STREETS, FLOW-LINES, DRAINAGE INLETS, ETC.). ALL NON-PERMITTED DISCHARGES ARE PROHIBITED FROM ENTERING ANY STORMWATER CONVEYANCE SYSTEM YEAR-ROUND.

   DISCHARGER CONTACT INFORMATION:
   JERRY DOLBEE
   PARDEE HOMES
   PHONE: (951) 534-8734

3. IF SOIL DISTURBANCE MEETS OR EXCEEDS ONE ACRE, THE SITE MUST BE COVERED UNDER THE STATE GENERAL CONSTRUCTION PERMIT, A NOTICE OF INTENT (NOI) MUST BE FILED WITH THE STATE WATER RESOURCES CONTROL BOARD (SWRCB), A WASTE DISCHARGE IDENTIFICATION (WDID) NUMBER SHALL BE PROVIDED TO THE CITY, AND A STORMWATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE IMPLEMENTED THROUGHOUT THE DURATION OF THE PROJECT AND BE READILY AVAILABLE ONSITE TO CITY AND STATE INSPECTORS. AN SWPPP TEMPLATE CAN BE DOWNLOADED FROM THE CITY'S WEBSITE AT WWW.BANNING.CA.US UNDER NPDES INFORMATION.

4. DURING THE RAINY SEASON (OCTOBER 1 - APRIL 30), THE DISCHARGER SHALL MAKE AVAILABLE, AS NECESSARY, EQUIPMENT AND WORKERS FOR EMERGENCY WORK TO PROTECT THE SITE. ADDITIONAL EROSION AND SEDIMENT CONTROL MATERIALS SHALL BE STOCKPILED AT VARIOUS LOCATIONS THROUGHOUT THE SITE FOR IMMEDIATE IMPLEMENTATION.

5. ALL EROSION AND SEDIMENT CONTROLS SHALL BE INSPECTED, RESTORED, REPAIRED, OR MODIFIED REGULARLY THROUGHOUT THE SITE TO PROTECT DOWNGRADE PERIMETERS, ADJACENT PROPERTIES, ENVIRONMENTALLY SENSITIVE AREAS, AND ALL PRIVATE AND PUBLIC STORMWATER CONVEYANCE SYSTEMS. IF ANY EROSION AND SEDIMENT CONTROLS FAIL DURING THE RAINY SEASON, MORE EFFECTIVE ONES WILL BE REQUIRED IN THEIR PLACE.

6. DURING THE RAINY SEASON, CLEARING SHALL BE LIMITED TO AREAS THAT WILL RECEIVE IMMEDIATE GRADING. A COMBINATION OF EROSION AND SEDIMENT CONTROLS SHALL BE IMPLEMENTED IN AREAS THAT HAVE BEEN CLEARED.

7. DURING THE RAINY SEASON, EROSION CONTROL FOR GRADED SLOPES SHALL INCLUDE 100% VEGETATIVE COVERAGE, WOOD MULCH, STAPLED OR PINNED BLANKETS (STRAW OR COCONUT), PLASTIC SHEETING (10-MIL), POLYPROPYLENE MATS, OR OTHER MEASURE APPROVED BY THE DIRECTOR OF PUBLIC WORKS. FOR SPRAY-ON CONTROLS, ONLY BONDED AND STABILIZED FIBER MATRIX PRODUCTS WITH MINIMUM APPLICATION RATES OF 3500 LB/ACRE AND 10 GAL/ACRE, RESPECTIVELY, SHALL BE USED FOR GRADES OF 4:1 AND GREATER. JUTE NETTING SHALL NOT BE USED AS A STANDALONE EROSION CONTROL. IF HYDROSEEDING IS IMPLEMENTED, THE APPLICATION MUST ALLOW SUFFICIENT TIME FOR ADEQUATE SEED GROWTH. INACTIVE GRADED PADS SHALL BE PROTECTED WITH ACRYLIC/LATEX POLYMERS, SOIL STABILIZERS, FIBER MATRIX, OR OTHER MEASURE APPROVED BY THE CITY ENGINEER.

8. SEDIMENT CONTROLS SHALL INCLUDE DESILTING BASINS, GRADED BERMS, FIBER ROLLS, SILT FENCES, GRAVEL-BAG CHEVRONS (3/4" GRAVEL), CHECK DAMS, DRAINAGE INLET PROTECTION, ETC.

9. ALL ONSITE AND OFFSITE FLOW-LINES (V-DITCHES, BROW-DITCHES, TERRACE DRAINS, RIBBON GUTTERS, CURB GUTTERS, ETC.) AND DRAINAGE INLETS SHALL BE FREE OF SEDIMENT, CONSTRUCTION MATERIALS, CONSTRUCTION WASTE, MISCELLANEOUS DEBRIS, AND DETERIORATED EROSION AND SEDIMENT CONTROLS AT ALL TIMES.

10. CONSTRUCTION WASTE AND MISCELLANEOUS DEBRIS SHALL BE PLACED IN WATERTIGHT BINS. WIRE MESH TRASH RECEPTACLES WILL NOT BE ALLOWED. WASH-OUT STATIONS SHALL BE PROVIDED FOR CONCRETE, PAINTS, AND STUCCO AND SHALL BE LINED WITH PLASTIC AND LOCATED AWAY FROM STREETS, SIDEWALK RIGHTS-OF-WAY, AND DRAINAGE INLETS. PRIOR TO ANY FORECASTED RAIN, BINS AND WASH-OUTS SHALL BE COVERED WITH A LID OR PLASTIC TARP PREVENTING ANY OVERFLOW INTO THE DRAINAGE SYSTEM.

11. CONSTRUCTION ACCESSES SHALL BE STABILIZED WITH A COMBINATION OF GRAVEL AND SHAKER PLATES YEAR-ROUND TO PREVENT TRACK-OUT ONTO STREETS. FOR RESIDENTIAL DEVELOPMENTS WITH STREET GRADES EXCEEDING 2%, INDIVIDUAL DRIVEWAYS SHALL ALSO BE PROTECTED WITH GRAVEL TO PREVENT TRACK-OUT ONTO INTERIOR STREETS. GRAVEL SHALL ALSO BE PLACED ON DRIVEWAYS THAT ARE USED TO ACCESS INDIVIDUAL LOTS. ROUTINE STREET SWEEPING SHALL BE PERFORMED ON ALL PAVED STREETS WHERE TRACKING IS OBSERVED. VACUUM SWEEPERS SHALL BE USED WHEN STREET SWEEPERS BECOME INEFFECTIVE. CONTROLLED STREET WASHING WILL BE ONLY BE ALLOWED PRIOR TO THE APPLICATION OF ASPHALTS SEAL COATS. HOWEVER, DRAINAGE INLETS SHALL BE PROTECTED TO FILTER THE WASH WATER.

12. SILT AND DEBRIS SHALL BE REMOVED FROM CHECK DAMS, CHEVRONS, SILT FENCES, DESILTING BASINS, STREETS, ONSITE AND OFFSITE FLOWLINES, DOWNGRADIENT DRAINAGE INLETS AFFECTED BY A DISCHARGE FROM THE SITE, AND OTHER PRIVATE AND PUBLIC STORMWATER CONVEYANCE SYSTEMS PRIOR TO AND AFTER EACH STORM EVENT. FOR RESIDENTIAL DEVELOPMENTS, SILT FENCES SHALL BE INSTALLED ALONG INTERIOR STREETS AND COMBINED WITH GRAVEL-BAG OR SILT-FENCE-CHEVRONS INSIDE THE SIDEWALK RIGHT-OF-WAY, WHERE APPLICABLE.

13. DESILTING BASINS SHALL BE CONSTRUCTED AT THE START OF ALL GRADING OPERATIONS AND SIZED ACCORDING TO THE STATE GENERAL CONSTRUCTION PERMIT (3600 CUBIC FEET OF STORAGE PER ACRE DRAINED), EVEN IF THE SITE DOES NOT REQUIRE COVERAGE UNDER THIS PERMIT. WATER SHALL BE FILTERED AND DRAINED FROM THE BASINS BETWEEN STORM EVENTS.

14. STORMWATER RUNOFF SHALL NOT BE DIRECTED OVER ANY SLOPES WITHOUT PERMANENT DOWNDRAINS INSTALLED. TEMPORARY EROSION AND SEDIMENT CONTROLS ARE REQUIRED ON ALL EXPOSED SLOPES UNTIL SUFFICIENT PERMANENT LANDSCAPING HAS BEEN ESTABLISHED. FIBER ROLLS SHALL BE INSTALLED IN INCREMENTS OF 10 FEET MEASURED VERTICALLY ON THE FACE OF SLOPE FOR GRADES OF 3:1 AND GREATER IN COMBINATION WITH FIBER MATRIX PRODUCTS OR BLANKETS. SILT FENCE SHALL BE INSTALLED AT THE TOE OF ALL EXPOSED SLOPES 3' OR MORE IN HEIGHT.

15. MATERIAL STORAGE AREAS SHALL BE ESTABLISHED. FUEL TANKS, PORTABLE TOILETS, LIQUIDS, GELS, AND POWDERS SHALL BE STORED AWAY FROM STREETS, SIDEWALK RIGHTS-OF-WAY, AND DRAINAGE INLETS AND SHALL HAVE SECONDARY CONTAINMENT. STOCKPILES OF SOIL SHALL BE PROTECTED PRIOR TO A FORECASTED RAIN.

16. ALL PORTABLE MIXERS SHALL HAVE PLASTIC UNDER-LINERS TO CONTAIN SPILLAGE. GRAVEL BAGS SHALL ALSO BE PLACED ON THE DOWNHILL SIDE OF THE LINERS TO CONTAIN DISCHARGES.

17. THE DISCHARGER SHALL PROPERLY POST AND SECURE SITE AREAS WHERE IMPOUNDED WATER, DUE TO EROSION AND SEDIMENT CONTROL DEVICES OR ANYTHING ELSE, CREATES A HAZARDOUS CONDITION TO THE PUBLIC. HOWEVER, EMERGENCY ACCESSES SHALL BE MAINTAINED AT ALL TIMES.

18. NO OBSTRUCTIONS, OTHER SEDIMENT CONTROLS, SHALL BE ALLOWED AT ANY EXISTING PUBLIC, OR PRIVATE, STORMWATER CONVEYANCE SYSTEM, UNLESS ADEQUATE TEMPORARY OR PERMANENT DRAINAGE FACILITIES HAVE BEEN APPROVED BY THE DIRECTOR OF PUBLIC WORKS TO CARRY SURFACE WATER TO THE NEAREST PRACTICAL STORM DRAIN OR NATURAL WATERCOURSE.

19. FILL AREAS SHALL HAVE EROSION AND SEDIMENT CONTROLS IMPLEMENTED WHILE BEING BROUGHT UP TO GRADE. THESE MEASURES INCLUDE: TEMPORARY DOWNDRAINS (PIPES OR PAVED DITCHES WITH PROTECTED OUTFALLS); EARTH BERMS AT THE TOP OF SLOPES; VEGETATION; MULCH; FIBER MATRIX PRODUCTS; BLANKETS; PONDING AREAS; CHECK DAMS; FIBER ROLLS; GRAVEL BAGS AROUND DRAINAGE INLETS; AND APPROPRIATE GRADING TO DIRECT DRAINAGE AWAY FROM THE EDGE OF THE TOP OF SLOPES.

20. SLOPE PROTECTION MUST BE IN PLACE DURING THE RAINY SEASON PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY TO PREVENT EROSION.

21. THE DEPARTMENT OF PUBLIC WORKS RESERVES THE RIGHT TO MAKE CHANGES TO THIS PLAN. THE DEPARTMENT'S APPROVAL OF THIS PLAN DOES NOT RELIEVE THE DISCHARGER FOR CORRECTIONS OF ERRORS AND OMISSIONS DISCOVERED DURING CONSTRUCTION.

EROSION AND SEDIMENT CONTROL:

(71) CONSTRUCT STABILIZED CONSTRUCTION ENTRANCE PER DETAIL ON THIS SHEET.

(72) INSTALL GRAVELBAG VELOCITY REDUCER/SEDIMENT TRAPS PER DETAIL ON THIS SHEET.

(73) INSTALL 2 BAG HIGH GRAVELBAG SEDIMENT BARRIER PER DETAIL ON THIS SHEET.

(74) PREPARE STREET SWEEPING AND VACUUMING PER CASQA SE-7.

(75) APPLY DUST CONTROL TO SITE PRIOR TO FORECASTED WINDY WEATHER PER CASQA BMP WE-1.

(76) APPLY HYDROSEED IMMEDIATELY AFTER ROUGH GRADING IS COMPLETED. SEE HYDROSEED NOTES ON THIS SHEET.

DUST CONTROL NOTES:

1. CONSTRUCTION CONTRACTOR TO ADHERE TO SOUTH COAST AQMD RULE 403 FOR IMPLEMENTATION OF FUGITIVE DUST CONTROL MEASURES IN COORDINATION WITH LATEST "RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK."
2. EXCESSIVE FUGITIVE DUST CONTROL EMISSIONS SHALL BE CONTROLLED BY REGULAR WATERING OR OTHER DUST PREVENTION MEASURES, AS SPECIFIED IN THE SCAQMD'S RULES AND REGULATIONS. IN ADDITION, IN ACCORDANCE WITH SCAQMD RULE 402, THE APPLICANT SHALL IMPLEMENT DUST SUPPRESSION TECHNIQUES TO PREVENT FUGITIVE DUST FROM CREATING A NUISANCE OFF-SITE.
3. ALL ACTIVE PORTIONS OF THE CONSTRUCTION SITE SHALL BE WATERED AT LEAST TWICE DAILY TO PREVENT EXCESSIVE AMOUNTS OF DUST.
4. ON-SITE VEHICLE SPEED SHALL BE LIMITED TO 15 MPH.
5. ALL ON-SITE PERMANENT ROADS SHALL BE PAVED, WATERED AS NEEDED, OR CHEMICALLY STABILIZED.
6. VISIBLE DUST BEYOND THE PROPERTY LINE WHICH EMANATES FROM THE PROJECT SHALL BE PREVENTED TO THE MAXIMUM EXTENT FEASIBLE THROUGH THE USE OF DUST SUPPRESSANT TECHNIQUES IDENTIFIED ABOVE.
7. USE OF DUST SUPPRESSANT TECHNIQUES IDENTIFIED ABOVE.
8. ALL MATERIAL TRANSPORTED OFF-SITE SHALL BE EITHER SUFFICIENTLY WATERED OR SECURELY COVERED TO PREVENT EXCESSIVE AMOUNTS OF DUST PRIOR TO DEPARTING THE JOB SITE.
9. TRACK-OUT DEVICES SHALL BE USED AT ALL CONSTRUCTION SITE ACCESS POINTS.
10. ALL DELIVERY TRUCK TIRES SHALL BE WATERED DOWN AND/OR SCRAPED DOWN PRIOR TO DEPARTING THE JOB SITE.
11. REPLACE GROUNDCOVER ON DISTURBED AREAS WITHIN THE REQUIRED TIMEFRAMES IDENTIFIED IN RULE 403.

DUST CONTROL MEASURES & RECORDKEEPING

PRIOR TO ISSUANCE OF ANY GRADING PERMIT, THE GRADING PLAN SHALL INDICATE DUST MANAGEMENT MEASURES FOR REVIEW AND APPROVAL BY THE CITY ENGINEER, TO IDENTIFY VIABLE DUST CONTROL MEASURES AND INCLUDE A MONITORING PLAN TO BE IMPLEMENTED THROUGHOUT THE CONSTRUCTION PHASES OF THE SPECIFIC PLAN. IN ACCORDANCE WITH THE SPECIFIC PLAN AND CITY'S MUNICIPAL CODE, THE DUST MANAGEMENT MEASURES SHALL MINIMIZE WIND-BLOWN PARTICLES BY INCLUDING:

- AN EROSION AND SEDIMENT CONTROL PLAN TO MINIMIZE WIND OR WATERBORNE TRANSPORT OF SOIL ONTO ADJACENT PROPERTIES, STREETS, STORM DRAINS, OR DRAINAGES.
- DEVELOPER AND CONSTRUCTION CONTRACTOR SHALL IMPLEMENT DUST CONTROL MANAGEMENT PLAN MEASURES AND MONITORING IN ACCORDANCE WITH THE LATEST VERSION OF SCAQMD RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK, INCLUDING TABLES 1, 2 AND 3 OF SAID HANDBOOK.
- A MONITORING PLAN WILL BE IMPLEMENTED USING THE LATEST VERSION OF SCAQMD RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK.
- DEVELOPER AND CONSTRUCTION CONTRACTOR SHALL MAINTAIN RECORD KEEPING OF IMPLEMENTATION OF DUST CONTROL MEASURES USING THE LATEST SAMPLE PROVIDED IN THE SCAQMD RULE 403 FUGITIVE DUST IMPLEMENTATION HANDBOOK.

LEGEND:

SANDBAGS / GRAVELBAGS

(76) HYDROSEED AREA

(76) HYDROSEED NOTES

1. SCARIFY SOIL TO DEPTH OF ONE-HALF INCHES (1/2").
2. 24 HOURS PRIOR TO THE APPLICATION OF SEED, IRRIGATE APPLICATION AREA TO A MINIMUM DEPTH OF FOUR INCHES (4").
3. THE HYDROSEED SLURRY SHALL HAVE THE FOLLOWING SPECIFICATIONS PER ACRE:
   - A. COMMERCIAL FERTILIZER: 200 LBS. 15-15-15 (IRRIGATED NATIVE MIXES)
   - B. 300 LBS LB.D.U. 31-0-0
   - C. SOIL CONDITIONER 500 LBS. CALCIUM CARBONATE (US GYPSUM OR EQUAL)
   - D. FIBER MULCH
     1. 2,000 LBS. 100% WOOD FIBER, SLOPE APPLICATIONS 4:1 AND STEEPER (CONWED OR ECO-FIBER OR EQUAL)
     2. 1,500 LB., 100%WOOD FIBER, FLAT APPLICATIONS LESS THAN 4:1 (CONWED OR ECO-FIBER OR EQUAL)
   - E. ORGANIC SOIL STABILIZER
     1. 150 LB. ECOLOGICAL CONTROLS M-BINDER, SLOPES.
     2. 80 LB. ECOLOGICAL CONTROLS M-BINDER, FLAT.
   - F. MICROBIAL INNOCULANT
     1. 60 LB. AM-120 (PER ACRE).
4. APPLICATION
   - A. APPLY HYDROMULCH WITH SOIL THOROUGHLY MOIST.
   - B. APPLY FIBER SEED, FERTILIZER, SOIL CONDITIONER, SOIL STABILIZER AND WATER AT RECOMMENDED RATES.
5. THIRTY (30) DAYS AFTER SEEDING FERTILIZER WITH SIX (6) LB., 16-20-0 PER 1,000 SQ. FEET AND IRON SULFATE AT THE RATE OF THWO (2) POUNDS PER 1,000 SQ. FT.

HYDROSEED MIX

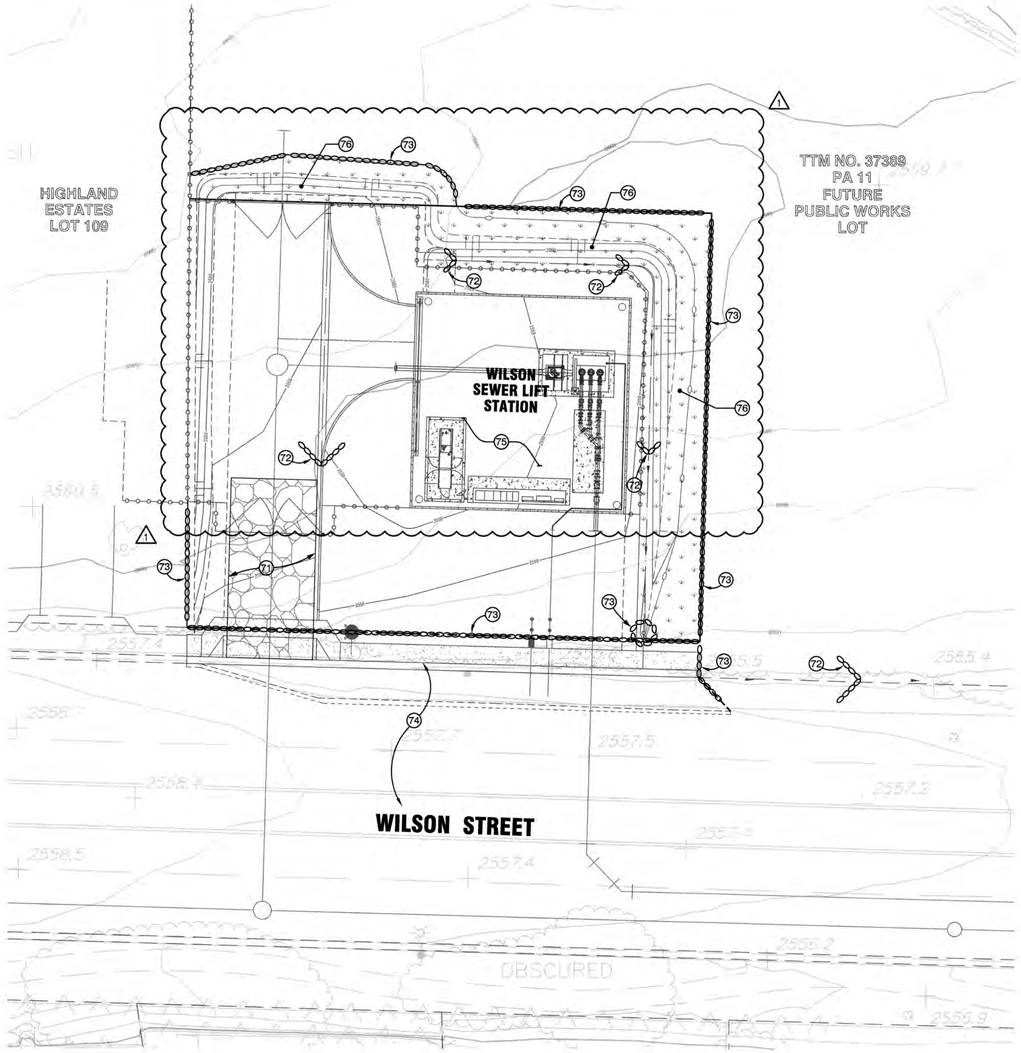
(IN ACCORDANCE WITH MM HAZ-12)

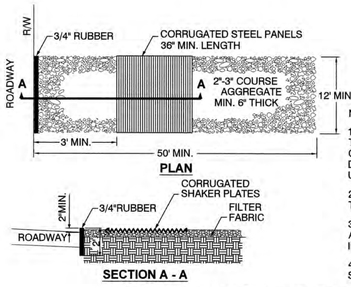
SPECIES	PURE LIVE SEED BS/ACRE
FESTUCA MICROSTACHYS	6.0
MUHLENBERGIA MICROSPERMA	1.0
TRIFOLIUM CILIOLATUM	2.0
ESCHSCHOLZIA CALIFORNICA	1.0
STIPA HYMENOIDES	6.0
ELYMUS ELYMOIDES	2.0
TRIFOLIUM HIRTUM, HYKON	8.0
LUPINUS BICOLOR	1.5
LASTHENIA CALIFORNICA	0.5

NOTE: PLS LBS/ACRE = LBS/ACRE. PLS LBS/ACRE IS THE MOST ACCURATE WAY SPECIFY SEEDS AND TAKES INTO ACCOUNT BOTH PURITY AND GERMINATION. PLS % = % PURITY X % GERMINATION.

IF SEED MIX IS HYDRAULICALLY APPLIED, THE FOLLOWING SLURRY COMPONENTS SHALL BE USED:

FOR SLOPES BETWEEN 10:1 AND 3:1:	
WOOD FIBER MULCH	2,000 LBS/ACRE
HYDROPOST PREMIUM COMPOSITE	1,000 LBS/ACRE
ECOLOGY CONTROLS M-BINDER	150 LBS/ACRE
FOR SLOPES 3:1 AND STEEPER:	
FLEXTERRA HP-FGM	3,500 LBS/ACRE
HYDROPOST PREMIUM COMPOST	1,000 LBS/ACRE





NOTES:

1. THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
3. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABLIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
4. *PER CALIFORNIA STORMWATER QUALITY ASSOCIATION STORMWATER BEST MANAGEMENT.

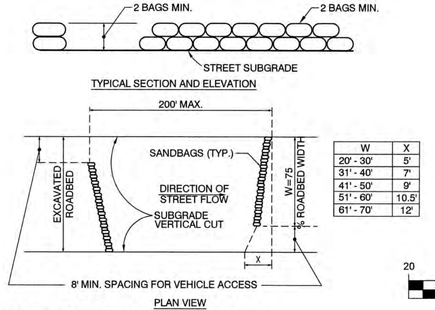
(71) STABILIZED CONSTRUCTION ENTRANCE
N.T.S.

VELOCITY CHECK DAM SPACING	
STREET GRADE	INTERVAL
0%-2%	200'
2%-4%	100'
4%-10%	50'

SLOPE PROTECTION AT TOE AND FACE OF SLOPE

TABLE 1-CRITICAL SLOPE/SHEET FLOW LENGTH COMBINATION

SLOPE PERCENTAGE	SHEET FLOW LENGTH NOT TO EXCEED
0%-25%	20'
20%-50%	15'
OVER 50%	10'



W	X
20' - 30'	5'
31' - 40'	7'
41' - 50'	9'
51' - 60'	10.5'
61' - 70'	12'

(72)(73) VELOCITY REDUCER/SEDIMENT TRAP
N.T.S.

20 0 10 20 40 80
(IN FEET)
1 inch = 20 ft.

WDID: 7 33C383910

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 OR 1-800-422-4133

REVISIONS

MARK		APPR	DATE
1	REVISED LIFT STATION ACCESS; REVISED LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue Suite 350 Irvine, CA 92614 Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH RCE# 052496 EXP. 12-31-22
DATE 6-7-21

REGISTERED PROFESSIONAL ENGINEER EDWARD J. LENTH No. 052496 Exp. 12-31-22 CIVIL STATE OF CALIFORNIA

City of BANNING INCORPORATED 1913 EXPRESS OPPORTUNITY

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
DATE 6/22/21

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
DATE 6/29/21

EROSION AND SEDIMENT CONTROL PLAN
TENTATIVE TRACT NO. 37389, ATWELL
⚠ WILSON SEWER LIFT STATION

W.O. No.
CIP No.
PROJECT No.
SHEET 8 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

MDS Proj. Data: I:\89434\ENGINEERING\Plans\PGrade\PA-11 MDS File: 89434 37389 PA-11 LIFT-STA PGD-Sht08 (Erosion).dwg
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Last Edit: 06.10.2021 06:49:49 AM By: STATION114 Plot Date: 06.10.2021 10:07:21 AM By: station105

DESIGN CRITERIA:
1. DESIGN CRITERIA PER 2019 CBC AND GEOTECHNICAL RECOMMENDATIONS
2. ALLOWABLE SOIL BEARING PRESSURE = 2500 PSF (WITH INCREASE PER SOILS REPORT)
3. ALLOWABLE SOIL PASSIVE PRESSURE = 240 PCF
4. COEFFICIENT OF FRICTION = 0.35
5. LEVEL ACTIVE PRESSURE = 35 PCF
6. SLOPED ACTIVE PRESSURE = 60 PCF
7. MASONRY COMPRESSIVE STRENGTH, f'm = 1500psi. SPECIAL INSPECTION NOT REQUIRED PER CBC SECTION 1704.2 EXCEPTION 2, 'U' OCCUPANCY.

LOADING:
1. SEISMIC, 5% DAMPING @ 1 SECOND ACCELERATION Cs=0.986Wt.
2. DESIGN WIND = EXP. C @ 120mph

GEOTECHNICAL NOTES:

1. GEOTECHNICAL INVESTIGATION: GEOCON WEST, INC., PROJECT No. T2305-22-10I, AUGUST 31, 2020.

2. FOUNDATION MATERIAL: APPROVED FILL PER GEOTECHNICAL INVESTIGATION.

3. MINIMUM FOUNDED DEPTH & WIDTH OF FOOTINGS:
   BELOW ROUGH PAD GRADE 24"
   BELOW LOWEST ADJACENT FINISHED GRADE 24"

4. FOUNDING OF FOOTINGS & SLABS: ON APPROVED COMPACTED SOILS AS NOTED IN GEOTECHNICAL INVESTIGATION.

CONSTRUCTION NOTES:

1. REINFORCING STEEL SHALL BE DEFORMED AND CONFORM TO ASTM A615 GRADE 60. PROVIDE SPLICES (LAPS) OF 48 BAR DIAMETERS OR 24 INCHES, WHICHEVER IS GREATER. CENTER VERTICAL BARS IN CELLS, UIO. SEE DETAIL 1/-

2. JOINT REINFORCEMENT ("LADDER" TYPE) SHALL BE COLD-DRAWN STEEL WIRE CONFORMING TO ASTM A951. PROVIDE MINIMUM 6 INCH LAP SPLICES.

3. CONCRETE SHALL BE TYPE II WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000psi @ 28 DAYS, AND MAXIMUM WATER / CEMENT RATIO 0.50.

4. CONCRETE MUST BE CAST DIRECTLY AGAINST UNDISTURBED SOIL, UIO BY SOILS REPORT.

5. MASONRY UNITS SHALL CONFORM TO ASTM C90. ANGELUS BLOCK PRECISION, SPLIT FACE, BURNISHED, OR SHOTBLAST, WITH OR WITHOUT MORTARLESS HEAD JOINTS (TONGUE-AND-GROOVE), OR ANGELUS BLOCK SLUMPSTONE SHALL BE USED.

6. MORTAR SHALL BE SPEC MIX TYPE S PREBLENDED MASONRY MORTAR AS MANUFACTURED BY E-Z MIX INC., CONFORMING TO PROPORTIONS AND REQUIREMENTS OF ASTM C270, OR SPEC MIX IWR MASONRY MORTAR AS MANUFACTURED BY E-Z MIX INC., CONFORMING TO PROPERTY REQUIREMENTS OF ASTM C270. COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE 2000psi.

7. GROUT SHALL CONFORM TO ASTM C476, WITH AN 8-11 INCH SLUMP, AND SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS OF 2000psi.

8. FIRST COURSE MAY BE WET-SET 1 1/2 INCHES MAX. WHILE CONCRETE IS PLASTIC.

9. CONCRETE BLOCK SHALL BE LAID IN RUNNING BOND PATTERN WITH VERTICAL CONTINUITY OF THE CELLS U.N.O.

10. VERTICAL CONTROL JOINTS SHALL BE SPACED AT A MAXIMUM OF 40'-0"o.c. OR 20'-0"o.c. IF WALL IS TO BE STUCCO COATED OR MORTAR WASHED SEE DETAIL 2/-

11. GROUT ALL CELLS WITH REINFORCEMENT U.I.O.

12. INSPECTIONS:
   A. AFTER FOOTING IS READY FOR CONCRETE AND ALL FOOTING REINFORCING IS TIED IN PLACE.
   B. AFTER VERTICAL REINFORCEMENT IS IN PLACE AND CELLS ARE READY FOR GROUT.

13. FOR TYPICAL REINFORCING AT WALL INTERSECTIONS SEE DETAIL 4/-

14. FOR TYPICAL FOOTING STEP SEE DETAIL 2/-

15. FOR TYPICAL DRAINAGE BLOCK-OUT SEE DETAIL 5/-

16. CLEAR (CLR.) OR CENTERLINE WHERE REFERENCED TO VERTICAL REINFORCING PER DETAIL 6/-

17. RETAINING WALL BACKFILL SHOULD CONSIST OF SANDY SOILS THAT MUST MEET AT LEAST ONE OF THE FOLLOWING CRITERIA:
   A. A SAND EQUIVALENT (SE) OF 30 OR GREATER PER CALIFORNIA TEST METHOD (CTM) 217, OR
   B. A MAXIMUM OF 35 PERCENT FINES (PASSING THE NO. 200 SIEVE) PER AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D 421/422 AND AN EXPANSION INDEX OF 20 OR LESS.
   RETAINING WALL BACKFILL SHOULD ALSO BE LIMITED TO FILL MATERIAL NOT EXCEEDING 3 INCHES IN GREATEST DIMENSION. SEE GEOTECHNICAL INVESTIGATION FOR ADDITIONAL RECOMMENDATIONS.

18. SEE SOILS REPORT FOR THE HORIZONTAL LIMITS OF SAND BACKFILL REQUIRED.

19. WALLS HAVE NOT BEEN DESIGNED FOR SURCHARGE RESULTING FROM VEHICULAR TRAFFIC OR ADJACENT FOOTINGS U.I.O.

20. EXCAVATION FOR WALL/ FOUNDATION SHALL NOT UNDERMINE ANY ADJACENT STRUCTURES. TEMPORARY SHORING AND STABILIZATION OF ADJACENT STRUCTURES SHALL BE PROVIDED BY THE CONTRACTOR AS REQUIRED

CONCRETE AND REINFORCING NOTES (CODE CHAPTER 19):

1. CONTRACTOR TO PROVIDE CONCRETE MIX DESIGNS FROM AN APPROVED LABORATORY OR FROM THE CONCRETE SUPPLIER PREPARED UNDER THE SUPERVISION OF, SIGNED, AND SEALED BY A CALIFORNIA REGISTERED ARCHITECT, CIVIL OR STRUCTURAL ENGINEER.

2. REINFORCEMENT:
   A) DETAILING, FABRICATION AND PLACING: SHALL CONFORM TO ACI315 AND ACI318. CERTIFICATION AND TESTING OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH THE PROVISIONS OF ASTM STANDARDS.

   B) MINIMUM CONCRETE COVER:
   CAST AGAINST & EXPOSED TO EARTH 3"
   EXPOSED TO EARTH OR WEATHER 2"
   NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:
   SLABS, WALLS, JOISTS 3/4"
   BEAMS, COLUMNS (TIES, STIRRUPS, SPIRALS) 1-1/2"

   C) CHAIRS, SPACERS AND AND PLATES: AS REQUIRED TO MAINTAIN CONCRETE COVER.

   D) VERTICAL REINFORCEMENT: SHALL BE DOWELED TO SUPPORTING MEMBERS WITH THE SAME SIZE AND SPACING OF REINFORCEMENT AS SHOWN IN THE DRAWINGS AND GENERAL NOTES.

   E) SPACING: CLEAR DISTANCE BETWEEN PARALLEL REINFORCEMENT IN A LAYER SHALL NOT BE LESS THAN 1-1/2 TIMES THE NOMINAL DIAMETER OF THE REINFORCEMENT, OR 1-1/3 TIMES MAXIMUM SIZE AGGREGATE, NOR LESS THAN 1-1/2".

   F) TACK WELDING, WELDING, HEATING OR CUTTING OF BARS: NOT PERMITTED UON.

   G) SPLICES (STANDARD LAPS): AS SCHEDULED, 40 DIAMETERS OR 24 INCHES WHICHEVER IS GREATER UON ON DRAWINGS. STAGGER BOTTOM SPLICES AT LEAST 5'-0" FROM SPLICES IN OTHER BOTTOM REINFORCEMENT. STAGGER SPLICES FOR TOP REINFORCEMENT SIMILARLY.

3. PIPES, SLEEVES AND DUCTS: NOT TO BE PLACED IN WALLS, BEAMS, SLABS, FOOTINGS OR COLUMNS UNLESS SPECIFICALLY DETAILED.

4. ADMIXTURES: REVIEWED BY THE ENGINEER OF RECORD. CALCIUM CHLORIDE OR ADDED CHLORIDES ARE NOT PERMITTED. FLY ASH SHALL NOT BE PERMITTED IN CONCRETE MIXTURES.

5. CONSTRUCTION JOINTS: ACI 360R, 1/4-INCH AMPLITUDE MINIMUM OR KEYED JOINTS PER PLAN. LOCATION OF JOINTS TO BE REVIEWED BY THE ENGINEER OF RECORD PRIOR TO PLACEMENT OF REINFORCEMENT.

6. CONCRETE CURING: ACI 302.1R. CONCRETE SHALL BE MAINTAINED IN A MOIST CONDITION FOR A MINIMUM OF FIVE DAYS AFTER ITS PLACEMENT. FOR CONCRETE OTHER THAN SLAB ON GRADE, APPROVED CURING COMPOUNDS MAY BE USED IN LIEU OF MOIST CURING, IF APPROVED BY THE OWNER AND ARCHITECT.

7. VIBRATION: ALL CONCRETE SHALL BE CONSOLIDATED WITH MECHANICAL VIBRATORS IN ACCORDANCE WITH GENERAL PROVISIONS OUTLINED IN ACI 309R.

STRUCTURAL STEEL

1. STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS.
   PLATES AND BARS - ASTM A36, Fy=36 ksi, Fu=58 ksi.

2. FASTENERS FOR STRUCTURAL STEEL SHALL CONFORM TO THE FOLLOWING SPECIFICATIONS.
   NUTS - ASTM A563.
   WASHERS - ASTM F436.
   THREADED RODS - ASTM F1554, GRADE 36.

GENERAL

1. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS BEFORE COMMENCING WORK AND REPORT ANY DISCREPANCIES.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF THE BUILDING DURING CONSTRUCTION AND SHALL PROVIDE ADEQUATE SHORING, BRACING AND GUYS DURING CONSTRUCTION. SAFETY AND BRACING REQUIREMENTS SHALL BE IN ACCORDANCE WITH ALL NATIONAL, STATE AND LOCAL SAFETY ORDINANCES.

4. THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH ALL OF THE GENERAL PROVISIONS OF IBC CHAPTER 33 FOR ALL BUILDING AND SITE WORK, DEMOLITION AND CONSTRUCTION.

5. IN ALL CASES WHERE A CONFLICT MAY OCCUR, SUCH AS BETWEEN ITEMS COVERED IN STRUCTURAL SPECIFICATIONS AND NOTES ON THE DRAWINGS OR BETWEEN GENERAL NOTES AND SPECIFIC DETAILS, THE ENGINEER OF RECORD SHALL BE NOTIFIED AND HE WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS PRIOR TO INSTALLATION OF THAT PORTION OF WORK.

6. SIMILAR WORK: WHERE CONSTRUCTION DETAILS ARE NOT SHOWN OR NOTED FOR ANY PART OF THE WORK, SUCH DETAILS SHALL BE THE SAME AS FOR SIMILAR WORK SHOWN ON THE DRAWINGS.

7. PIPES, DUCTS, SLEEVES, CHASES, ETC.: SHALL NOT BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES, DUCTS, ETC., UNLESS SPECIFICALLY SHOWN. OBTAIN PRIOR WRITTEN APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS, ETC.

8. LOCATE AND PROTECT UNDERGROUND OR CONCEALED CONDUIT, PLUMBING OR OTHER UTILITIES WHERE NEW WORK IS BEING PERFORMED. IDENTIFY AND LOCATE ANY SUBTERRANEAN UTILITIES PRIOR TO ANY EXCAVATION.

9. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE AND DO NOT INDICATE METHODS, PROCEDURES OR SEQUENCE OF CONSTRUCTION. TAKE NECESSARY PRECAUTIONS TO MAINTAIN AND ENSURE THE INTEGRITY OF THE STRUCTURE DURING CONSTRUCTION. NEITHER THE OWNER NOR ARCHITECT/ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS. CONTRACTOR SHALL DESIGN, CONSTRUCT AND MAINTAIN ALL SAFETY DEVICES, INCLUDING SHORING AND BRACING, AND SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS AND REGULATIONS.

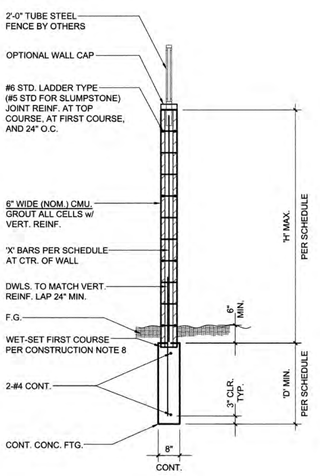
10. PROPRIETARY COMPONENTS, MATERIALS, CHEMICAL, EPOXY AND WEDGE ANCHORS AND SHOT PINS SHALL BE EXACTLY AS CALLED FOR IN THESE DRAWINGS. ANY DEVIATIONS SHALL BE APPROVED OR DISAPPROVED BY THE ENGINEER OF RECORD AT THE EXPENSE OF THE ENTITY REQUESTING THE SUBSTITUTION PRIOR TO INSTALLATION.

11. THE CONTRACTOR SHALL BE ULTIMATELY RESPONSIBLE FOR COORDINATION AND ASSEMBLY OF ALL PARTS OF THE CONSTRUCTION DEPICTED HEREIN. THE CONTRACTOR SHALL PERFORM ANY CONSTRUCTABILITY REVIEW OR COORDINATION DRAWINGS NECESSARY TO IDENTIFY CONSTRUCTABILITY PROBLEMS PRIOR TO CONSTRUCTION.

STRUCTURAL NOTES | - | -

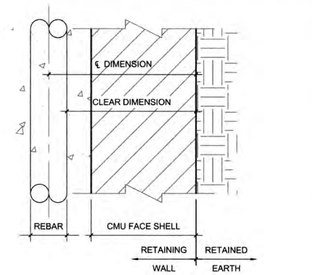
Angelus BLOCK CO., INC. Since 1916

MASONRY WALL SYSTEM
6" CMU FREE-STANDING FENCE WALL
TRENCH FOOTING & FLAT SOIL



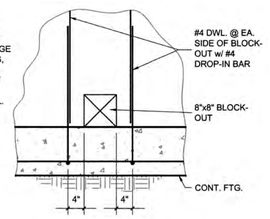
MASONRY WALL SCHEDULE		
'H' MAX.	'X' BARS	'D' MIN.
6'-8"	#4@24" O.C.	3'-8"
7'-4"	#4@16" O.C.	3'-11"
8'-0"	#4@16" O.C.	4'-2"

6" CMU WALL | - | 7

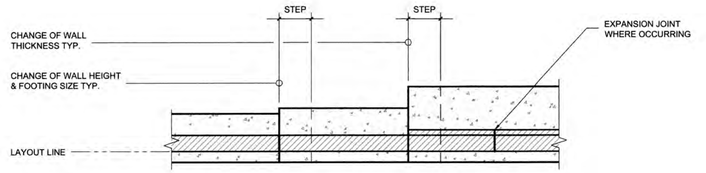


REBAR LOCATION DETAIL | - | 6

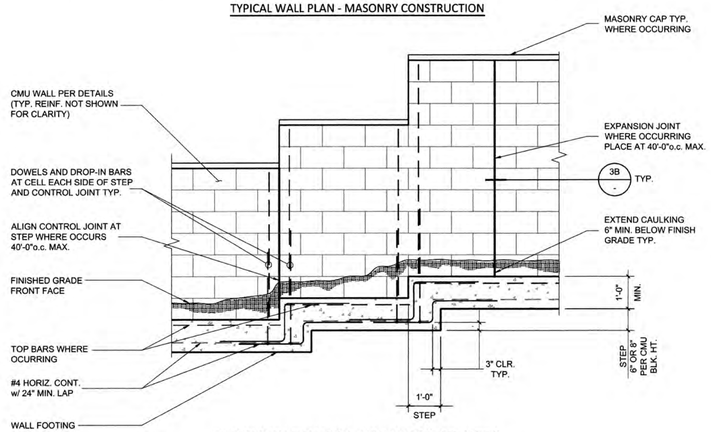
NOTE:
FOR SIDEYARD RETURN WALLS WHERE DRAINAGE SWALE OCCURS, A 1/2 BLK. MAY BE LEFT OUT AT SWALE GRADE. PROVDE #4 DWL. & #4 DROP-IN BAR ON EA. SIDE OF THE 1/2 BLK. DRAIN AS SHOWN.



DRAINAGE BLOCK-OUT | - | 5

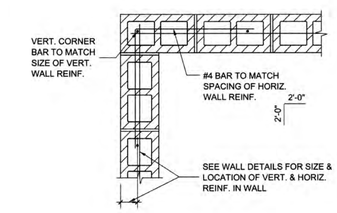


TYPICAL WALL PLAN - MASONRY CONSTRUCTION

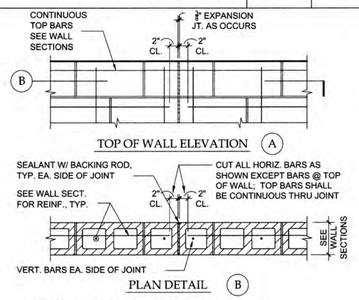


TYPICAL WALL ELEVATION - MASONRY CONSTRUCTION

TYPICAL MASONRY WALL STEPPED FOOTING | - | 2

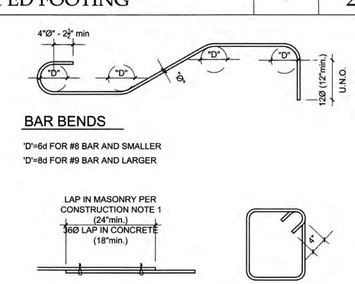


CMU WALL INTERSECTION | - | 4



NOTES: (LOCATION OF CONTROL JOINTS)
1. AT REGULAR INTERVALS NOT TO EXCEED 40'-0"
2. AT PILASTERS
3. NEAR WALL INTERSECTIONS

TYPICAL EXPANSION JOINT | - | 3



BAR BENDS

'D'=6d FOR #8 BAR AND SMALLER
'D'=8d FOR #9 BAR AND LARGER

LAP AND OFFSET

STIRRUP OR TIE

S-DT0003

TYPICAL REINFORCING | - | 1

SCOPE OF WORK:

LIMITED TO STRUCTURAL SITE WALL DESIGN AND DETAILING FOR CONSTRUCTION OF:

1. ONE (1) FREE STANDING CMU WALL

REFERENCES

THE WORK IS BASED ON THE INFORMATION SET FORTH IN THE FOLLOWING REFERENCES.

SOILS REPORT: GEOCON WEST, INC., PROJECT NO. T2305-22-10I, AUGUST 31, 2020.

SHEET INDEX

S-0: STANDARD DETAILS / STRUCTURAL NOTES / STRUCTURAL WALL DETAIL

PROJECT DESCRIPTION:
SITE WALLS
OWNER:

ENGINEER OF RECORD:
GSE
GHANIM STRUCTURAL ENGINEERING
1594 CASITAS AVE.
PASADENA, CA 91103
323.494.3208
GSE JOB #: 20-135

PARDEE HOMES - LIFT STATION
TRACT 37389 (PA 11)
BANNING, CA

THIS DRAWING IS THE SOLE PROPERTY OF GSE AND IS INTENDED FOR USE ONLY FOR THE PROJECT LISTED IN THE TITLE BLOCK. THIS DOCUMENT AND CONTENTS MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR ASSIGNED TO ANY THIRD PARTY WITHOUT WRITTEN PERMISSION BY GSE

REGISTERED PROFESSIONAL ENGINEER — MICHAEL GHANIM — No. S5689 — CIVIL — STATE OF CALIFORNIA

DRAWN BY: D. HYLTON
PROJECT NUMBER: 20-135
DATE: 9/10/20

SHEET TITLE:
SITE WALLS
STANDARD DETAILS
SHEET NUMBER:
S-0

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK	REVISED LIFT STATION IDENTIFICATION.	APPR	DATE
1			

PLANS PREPARED BY:
SEE ABOVE RIGHT

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21 DATE

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
⚠1 WILSON SEWER LIFT STATION
MASONRY WALL DETAILS

W.O. No.
CIP No.
PROJECT No.
SHEET 9 OF 10

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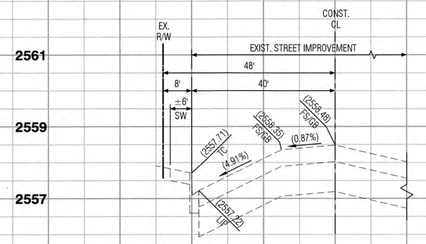
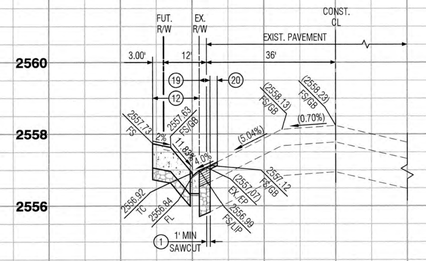


58+50.00



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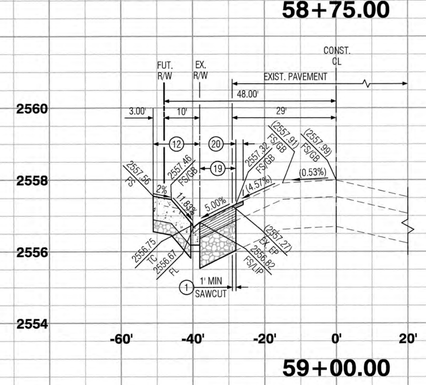

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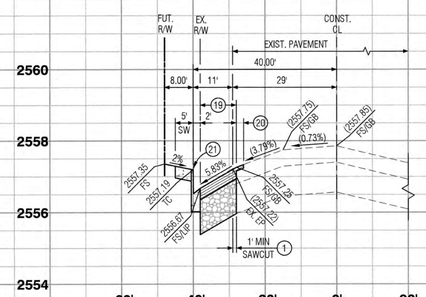

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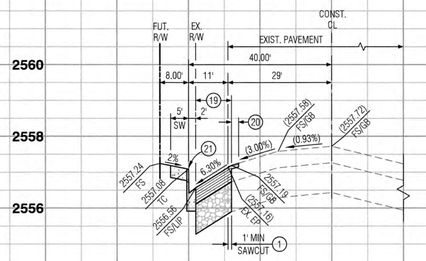

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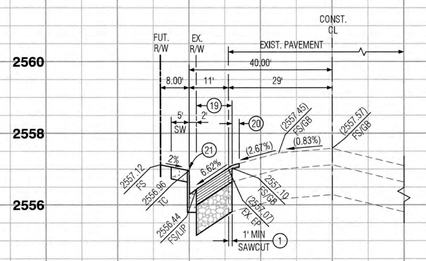

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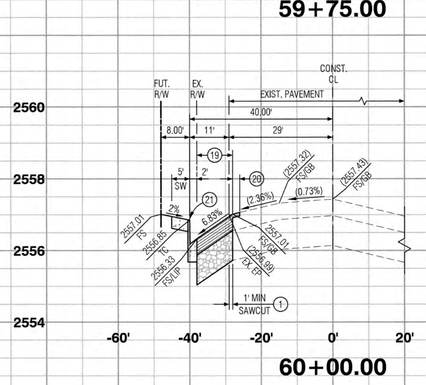

60+00.00

60+25.00

60+50.00

PROFILE SCALE
HORIZ. 1"=20'
VERT. 1"=2'

CONSTRUCTION NOTES:

1. SAWCUT & REMOVE EXISTING AC PAVEMENT OVER BASE.
12. CONSTRUCT MODIFIED DRIVEWAY APPROACH PER CITY STD. DWG. NO. C-207 & DETAIL SHEET NO. 2.
⚠1 19. CONSTRUCT 5.5" AC PAVEMENT OVER 8" CLASS II AGGREGATE BASE.
20. CONSTRUCT 0.21' AC GRIND AND MINIMUM 0.21' AC OVERLAY PER SOILS ENGINEER RECOMMENDATIONS.
21. CONSTRUCT MODIFIED TYPE "B" CURB AND GUTTER (8") PER CITY STD. DWG. NO. C-201 & DETAIL SHEET NO. 2.

Call before you Dig
Avoid cutting underground utility lines. It's costly.
Call 811 or 1-800-422-4133

REVISIONS

MARK		APPR	DATE
⚠1	REVISED CONST. NOTE NO. 19, REVISED LIFT STATION IDENTIFICATION.		

PLANS PREPARED BY:
MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Avenue
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
PLANNERS ENGINEERS SURVEYORS

SUBMITTED BY:
EDWARD J. LENTH
RCE# 052496 EXP. 12-31-22
6-7-21 DATE

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
Exp. 12-31-22
CIVIL
STATE OF CALIFORNIA

CITY OF BANNING

RECOMMENDED FOR APPROVAL BY:
LUIS A. CARDENAS, RCE #78335 EXP. 9/30/21
SENIOR CIVIL ENGINEER
6/22/21 DATE

APPROVED BY:
ARTURO VELA, RCE #75696 EXP. 6/30/22
PUBLIC WORKS DIRECTOR/CITY ENGINEER
6/29/21 DATE

PAVING, GRADING & DRAINAGE PLAN
TENTATIVE TRACT NO. 37389, ATWELL
⚠1 WILSON SEWER LIFT STATION
WILSON STREET CROSS SECTIONS
STATION 58+50 - 60+50

W.O. No.
CIP No.
PROJECT No.
SHEET 10 OF 10

PAVING, GRADING & DRAINAGE PLAN, WILSON SEWER LIFT STATION

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-69, Approving the Funding Agreement Between the City of Banning and the Riverside County Flood Control and Water Conservation District for the Banning Water Canyon Storm Water Percolation Basins Emergency Repair Project No. 5-0-10001**

RECOMMENDATION:

Adopt Resolution 2024-69.

BACKGROUND:

The City of Banning owns several acres in the Banning Water Canyon on the north side of the City just north of Bluff Street. The City has several assets in the Banning Water Canyon including wells, transmission water mains, and recharge/percolation basins. As water travels down the water canyon it is diverted into a series of percolation basins were the water is stored and allowed to percolate into the groundwater for extraction at a later date. The operations of capturing, recharge and extraction is a critical strategy to meet the City's water demands.

The percolation basins were negatively impacted by Tropical Storm Hilary in 2023 and the debris from the Apple Fire of August 2020 worsened the impact on the basins. Many of the basins have slope damage and have been filled with debris and sediment and require to be repaired and dredged ("Project").

Recognizing that the Project is essential in that it will reduce demand on imported water and maximize local the use of local water supplies, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) has agreed to assist in funding 75%, up to $750,000, of the project costs.

Staff plans to solicit bids in May, 2024 for the construction of the Project.

JUSTIFICATION:

The percolation basins in the Banning Water Canyon were damaged as a result of Tropical Storm Hilary and worsened by debris flows related to the Apple Fire of August 2020 and must be repaired and dredged in order to properly work as intended (water capture and recharge). RCFC&WCD has agreed to assist in partially funding the project and in order to receive the funding the City must approve and execute a Funding Agreement between the City of Banning and RCFC&WCD.

FISCAL IMPACT:

City staff estimates that the cost to repair and dredge 36 percolation basins will cost approximately $1,000,000. The Funding Agreement will provide for up to 75%, or $750,000, to complete the project. The City's match of 25% ($250,000) will be funded by Fund 660 (Water Operations), which has an

approximately fund balance of $26,000,000.

ALTERNATIVES:

Do not adopt Resolution 2024-69, which will require the City to fully fund the Project.

ATTACHMENTS:

1. Resolution 2024-69, RCFCWCD Agreement for Banning Water Canyon.docx
2. Funding Agreement - Banning Water Canyon FINAL 04.18.24.pdf

RESOLUTION 2024-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FUNDING AGREEMENT BETWEEN THE CITY OF BANNING AND THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR THE BANNING WATER CANYON STORM WATER PERCOLATION BASINS EMERGENCY REPAIR PROJECT NO. 5-0-10001

WHEREAS, the City owns and operated 36 water recharge/percolation basins ("Basins") in the Banning Water Canyon, which were damaged by Tropical Storm Hilary in 2023 and worsened by debris flows related to the Apple Fire of August 2020. The Basins are in need of repairs (i.e. slope grading and inlet/outlet piping) and dredging ("Project"); and

WHEREAS, recognizing that the Project is essential in that it will reduce demand on imported water and represents a potential for new local water source, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) have agreed to assist in funding 75%, up to $750,000, of the project costs; and

WHEREAS, City staff anticipates the total cost of the project to be approximately $1,000,000 and the City's match of 25% will be funded by Fund 660 (Water Operations).

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

SECTION 1. The City Council approves the Funding Agreement between the City of Banning the Riverside County Flood Control and Water Conservation District for the Banning Water Canyon Storm Water Percolation Basins Emergency Repair Project No. 5-0-10001; and

SECTION 2. The Mayor shall sign the Funding Agreement.

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

PASSED, APPROVED AND ADOPTED this 14th day of May, 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 2024-69, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

FUNDING AGREEMENT
Banning Water Canyon Storm Water
Percolation Basins Emergency Repair
Project No. 5-0-10001

This Funding Agreement ("Agreement"), dated as of _____, 2024, is entered into by and between the RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("DISTRICT") and the CITY OF BANNING, a municipal corporation ("CITY"). DISTRICT and CITY are collectively referred to herein as "Parties" and individually as "Party". Parties hereby agree as follows:

RECITALS

A. DISTRICT has budgeted for, and CITY has prepared a scope of work for, the construction, operation and maintenance of Banning Water Canyon Storm Water Percolation Basins ("PROJECT"); and

B. PROJECT was affected by Tropical Storm Hilary in 2023 and the debris from the Apple Fire has worsened the impact on the basins. PROJECT is essential because it reduces the demand for imported water, represents a potential new local water source and water conservation initiatives for the area; and

C. PROJECT has the potential to also serve as water quality basin sites that will benefit DISTRICT's Watershed Protection and Stormwater Quality Program; and

D. CITY plans to dredge out several stormwater percolation basins to reduce debris and sediment for PROJECT and DISTRICT is willing to contribute funding toward the construction of PROJECT; and

E. DISTRICT's financial contribution to PROJECT shall be as follows, subject to the not to exceed amount provided herein. Up to seventy-five percent (75%) of all costs associated with the lowest responsible bid contract price for construction of PROJECT

("CONSTRUCTION CONTRIBUTION"). CONSTRUCTION CONTRIBUTION for PROJECT shall not exceed a total of Seven Hundred Fifty Thousand Dollars ($750,000); and

F. DISTRICT wishes to provide only financial assistance to CITY and have no other role; and

G. The purpose of this Agreement is to memorialize the mutual understandings by and between CITY and DISTRICT with respect to the construction, ownership, operation and maintenance of PROJECT and the payment of CONSTRUCTION CONTRIBUTION.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

CITY shall:

1. Pursuant to the California Environmental Quality Act ("CEQA"), as Lead Agency and assume responsibility for preparation, circulation and adoption of all necessary and appropriate CEQA documents pertaining to the construction, operation and maintenance of PROJECT.

2. Prior to advertising PROJECT for public works construction contract, obtain all necessary permits, licenses, agreements, approvals, rights of way, rights of entry, encroachment permits, and temporary construction easements as may be needed to construct, operate and maintain PROJECT.

3. Upon execution of this Agreement, advertise, award and administer PROJECT pursuant to the applicable provisions of the California Public Contract Code and CITY's procurement policies and procedures (Policy No. B-30). At the time of advertising for bids, provide DISTRICT with a copy of PROJECT's scope of work, bid documents and any subsequent addenda thereto.

4. Provide DISTRICT with written notice (Attention: Special Projects Section) that CITY has awarded a public works construction contract for PROJECT. The written notice shall include the Contractor's actual bid amounts for PROJECT, setting forth the CONSTRUCTION CONTRIBUTION amount.

5. At the time of providing written notice of the award of a construction contract for PROJECT, invoice DISTRICT (Attention: Special Projects Section) for CONSTRUCTION CONTRIBUTION, subject to and provided that, CONSTRUCTION CONTRIBUTION does not exceed a total sum of Seven Hundred Fifty Thousand Dollars ($750,000) for PROJECT. The lowest responsible bid contract amount shall be supported by a copy of CITY's bid abstracts for PROJECT.

6. Procure or cause to be procured insurance coverages during the term of this Agreement. CITY shall require its PROJECT construction contractor(s) to furnish original certificate(s) of insurance and original certified copies of endorsements and, if requested, certified original policies of insurance including all endorsements and any and all other attachments. Prior to CITY issuing a Notice to Proceed to its construction contractor(s) to begin construction of PROJECT, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT. The procured insurance coverages shall name DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as additional insured. CITY shall notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. Construct or cause to be constructed PROJECT pursuant to a CITY administered public works contract.

8. Inspect PROJECT construction or cause PROJECT's construction to be inspected by its construction manager.

9. Require its construction contractor(s) to comply with all Cal/OSHA safety regulations including regulations concerning confined space and maintain a safe working environment for all CITY and DISTRICT employees on the site.

10. Upon completion of PROJECT construction and CITY's acceptance thereof, accept ownership and sole responsibility for the design, inspection, operation and maintenance of PROJECT.

11. Upon completion of PROJECT construction, provide DISTRICT with a copy of CITY's Notice of Completion.

SECTION II

DISTRICT shall:

1. Within thirty (30) days after receipt of CITY's invoices (i) pay all approved CITY invoices and (ii) review and approve associated documents as described in the RECITALS and SECTION I herein this Agreement, subject to and provided that CONSTRUCTION CONTRIBUTION shall not exceed, Seven Hundred Fifty Thousand Dollars ($750,000) for PROJECT.

2. Not be responsible to pay any amounts that exceed the CONSTRUCTION CONTRIBUTION for PROJECT.

SECTION III

It is further mutually agreed:

1. Notwithstanding any other provision herein this Agreement, CONSTRUCTION CONTRIBUTION shall not exceed a total sum of Seven Hundred Fifty Thousand Dollars ($750,000) and shall be used by CITY solely for the purpose of constructing

PROJECT as set forth herein. No additional funding whatsoever shall be provided by DISTRICT for any subsequent PROJECT modifications, extensions or repairs.

2. Under the provisions of this Agreement, DISTRICT shall bear no responsibility whatsoever for the design, construction, ownership, operation or maintenance of PROJECT.

3. CITY shall indemnify, defend and hold harmless and require its construction contractor(s) to indemnify, defend and hold harmless DISTRICT and the County of Riverside (its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents, representatives (individually and collectively hereinafter referred to as "Indemnitees")) from any liability whatsoever, based or asserted upon any acts, omissions or services of CITY and CITY's construction contractor(s), (including their officers, employees, subcontractors, agents or representatives ("Indemnitors") arising out of or in any way relating to this Agreement, including, but not limited to, property damage, bodily injury or death, or any other element of any kind or nature whatsoever arising from the performance of Indemnitors from this Agreement. CITY or CITY's construction contractor(s) shall defend, at its sole expense, all costs and fees, including, but not limited, to attorney fees, cost of investigation, defense, and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

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

5. This Agreement is to be construed in accordance with the laws of the State of California. Any action at law or in equity brought by any of Parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and Parties hereto waive all provisions

of law providing for a change of venue in such proceedings to any other county. Neither CITY nor DISTRICT shall assign this Agreement without the written consent of the other Party.

6. This Agreement is made and entered into for the sole protection and benefit of Parties hereto. No other person or entity shall have any right of action based upon the provisions of this Agreement.

7. Any and all notices sent or required to be sent to Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Planning Division

CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220
Attn: Director of Public Works

8. This Agreement is the result of negotiations between Parties hereto and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

9. Any waiver by DISTRICT or CITY of any breach by any other Party of any provision of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or any other provision hereof. Failure on the part of DISTRICT or CITY to require from any other Party exact, full and complete compliance with any of the provisions of this Agreement shall not be construed as in any manner changing the terms hereof or estopping DISTRICT or CITY from enforcing this Agreement.

10. The obligations of DISTRICT are limited by and contingent upon the availability of DISTRICT funds for DISTRICT's financial contribution toward PROJECT as set forth herein. In the event such funds are not forth coming for any reason, DISTRICT shall

immediately notify CITY in writing. The Agreement shall be deemed terminated and have no further force and effect immediately upon receipt of DISTRICT's notification by CITY.

11. This Agreement is intended by Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of Parties hereto.

12. No alternation or variation of the terms of this Agreement shall be valid unless made in writing and signed by both Parties and no oral understanding or agreement not incorporated herein shall be binding on either Party hereto.

13. Nothing in the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not Parties to this Agreement.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. Parties further agree that the electronic signatures of Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to CUETA as amended from time to time. CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by Party using it to have the same force and effect as the use of a manual signature, and

shall be reasonably relied upon by Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

//

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on

_____.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By _____
JASON E. UHLEY
General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT,
a body corporate and politic

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

MINH C. TRAN
County Counsel

By _____
KRISTINE BELL-VALDEZ
Supervising Deputy County Counsel

ATTEST:

KIMBERLY RECTOR
Clerk of the Board

By _____
Deputy

(SEAL)

Funding Agreement with City of Banning
Banning Water Canyon Storm Water
Percolation Basins Emergency Repair
Project No. 5-0-10001
04/18/24
AMR:blj

RECOMMENDED FOR APPROVAL**:**

CITY OF BANNING,
a municipal corporation

By _____
ALBERTO SANCHEZ
Mayor

APPROVED AS TO FORM:

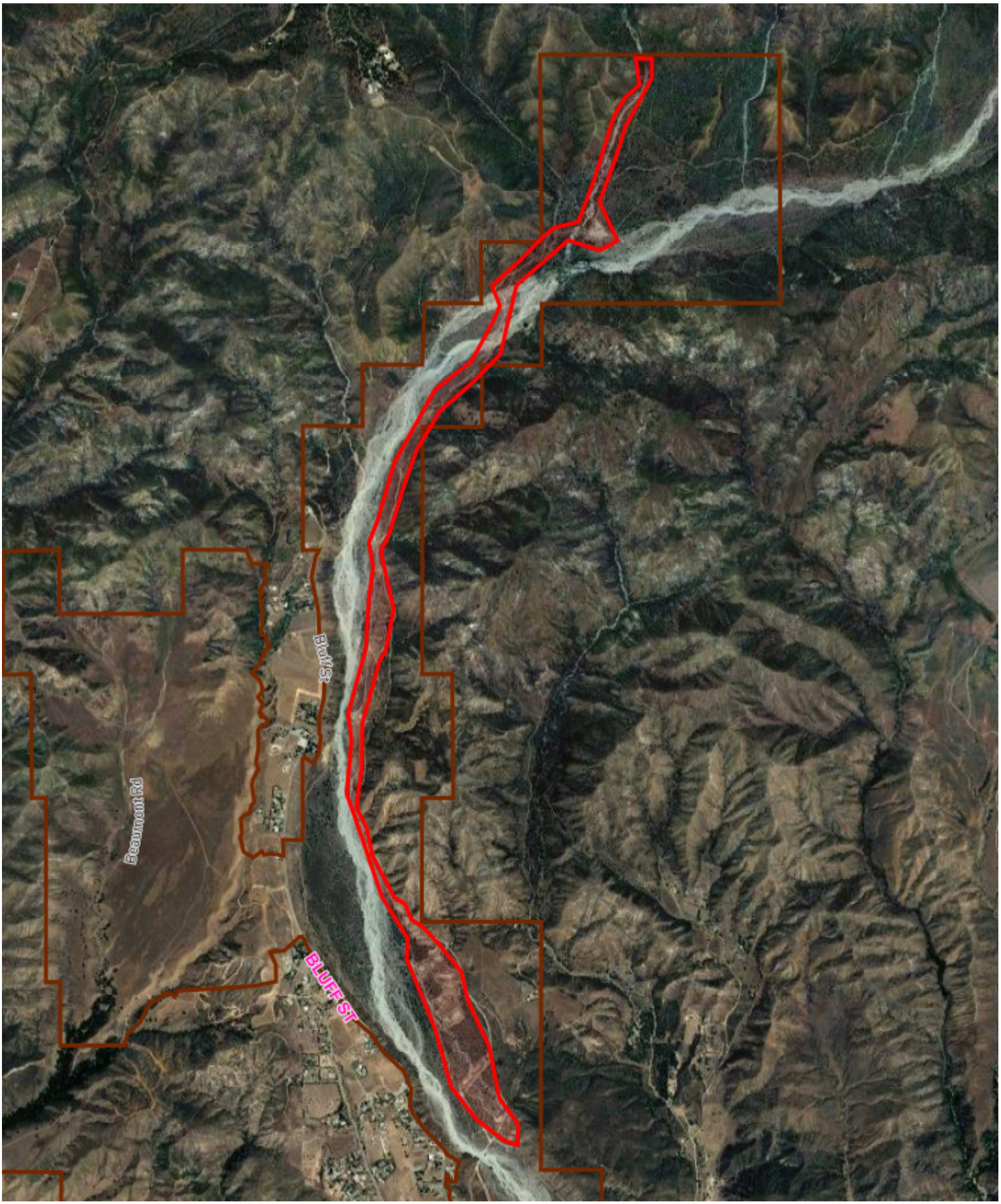
By _____
SERITA R. YOUNG
City Attorney

ATTEST:

By _____
CAROLINE PATTON
Administrative City Clerk

(SEAL)

Funding Agreement with City of Banning
Banning Water Canyon Storm Water
Percolation Basins Emergency Repair
Project No. 5-0-10001
04/18/24
AMR:blm



1" = 3365 ft	Banning Water Canyon Storm Water Percolation Basins Emergency Repair	02/05/2024	City of BANNING

This map may represents a visual display of related geographic information. Data provided here on is not guarantee of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up-to-date information.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Art Vela, Public Works Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-70, Approving a Professional Services Agreement with Kimley-Horn for Environmental Services for the Wastewater Treatment Plant Upgrades in an Amount Not-To-Exceed $212,181**

RECOMMENDATION:

Adopt Resolution 2024-70.

BACKGROUND:

The City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage. The City has recognized that the WWTP is in need of capacity and treatment improvements in order to keep up with the City's growth as well as to produce a recycled water supply to bolster it's water supply portfolio and to meet impending wastewater effluent discharge quality permit requirements.

On December 13, 2022, the City Council approved Resolution 2022-14UA, "Awarding a Professional Services Agreement to N2W Engineering to Provide Owner Advisor Services and Preliminary Engineering for the Wastewater Treatment Plant Improvement Project in a "Not-to-Exceed" amount of $1,576,430.

The City has plans to deliver the project utilizing a Progressive-Design-Build (PDB) approach and recently released a Request for Qualifications which will result in a shortlist of vendors who the City will then solicit proposals from.

The City will have to comply with California Environmental Quality Act requirements and since the project may receive federal funding, it is staff's recommendation that the City prepare an environmental clearance document that meets both State and Federal (National Environmental Protection Act; NEPA) requirements.

As a result, on February 22, 2024, staff released a Request for Proposals to vendors on the City's approved list for On-Call Environmental and Engineering Consultant Services. In response, one proposal was received by Kimley-Horn. After evaluation of the proposal, staff recommends the award of a Professional Services Agreement to Kimley-Horn in the amount of $192,892 and to include a ten percent contingency for a total not-to-exceed amount of $212,181.

JUSTIFICATION:

The upgrades at the WWTP is considered a Project under CEQA and must comply with it's requirements. Compliance with NEPA will ensure that the City is positioned to receive Federal funding.

Kimley-Horn has submitted a proposal as a result of the City's RFP. The proposal was evaluated and found to be acceptable and the fee found to be in line with other projects of similar scope. Kimley-Horn is a reputable company that is capable of completing the scope of work.

FISCAL IMPACT:

The total cost of the Professional Services Agreement (PSA) with Kimley-Horn is for a "not-to-exceed" amount of $212,181, which includes a 10% contingency. The PSA will be funded by Account No. 680-8000-454.95-12 (Treatment Plant Improv), which has an unused budget of $450,000 for the current fiscal year.

ALTERNATIVES:

Do not approve Resolution 2024-70. The WWTP upgrade and improvement project will not be able to move forward without compliance with CEQA and possibly NEPA (depending on funding sources).

ATTACHMENTS:

1. Resolution 2024-70, Kimley Horn WWTP.docx
2. Kimley-Horn Proposal_Banning WWTP_RFP 23-058.pdf
3. Kimley-Horn Fee.pdf
4. Draft Agreement WWTP Env. Compliance Kimley Horn.pdf

RESOLUTION 2024-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN FOR ENVIRONMENTAL SERVICES FOR THE WASTEWATER TREATMENT PLANT UPGRADES IN AN AMOUNT NOT-TO-EXCEED $212,181

WHEREAS, the City of Banning Wastewater Treatment Plant (WWTP), also known as the Water Reclamation Facility, provides for the collection, treatment, and disposal of municipal sewage. The City has recognized that the WWTP is in need of capacity and treatment improvements in order to keep up with the City's growth as well as to produce a recycled water supply to bolster it's water supply portfolio and to meet impending wastewater effluent discharge quality permit requirements; and

WHEREAS, the City will have to comply with California Environmental Quality Act requirements and possibly the National Environmental Protection Act requirements if Federal funds are obtained for the project; and

WHEREAS, on February 22, 2024, staff released a Request for Proposals to vendors on the City's approved list for On-Call Environmental and Engineering Consultant Services. In response, one proposal was received by Kimley-Horn. After evaluation of the proposal, staff recommends the award of a Professional Services Agreement to Kimley-Horn; and

WHEREAS, the total cost of the Professional Services Agreement (PSA) with Kimley-Horn is for a "not-to-exceed" amount of $212,181, which includes a 10% contingency. The PSA will be funded by Account No. 680-8000-454.95-12 (Treatment Plant Improv).

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

SECTION 1. Approving a Professional Services Agreement with Kimley-Horn for Environmental Services for the Wastewater Treatment Plant Upgrades in an Amount of $192,892 and approving a ten percent contingency for a total not-to-exceed amount of $212,181; and

SECTION 2. Authorizing the City Manager or designee to make necessary budget adjustments, appropriations, and transfers related to the Professional Services Agreement and to approve change orders within the ten percent contingency; and

SECTION 3. Authorizing the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with Kimley-Horn; and

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 14th day of May 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 2024-70, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

Prepared for:
City of Banning

Kimley»Horn



Proposal for

Environmental Services for the Wastewater Treatment Plant Upgrades







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COVER LETTER

March 25, 2024

City of Banning
99 East Ramsey St
Banning, CA 92220

Kimley-Horn
3801 University Ave, Suite300
Riverside, CA 92501

RE: Proposal for Environmental Compliance Services for the Wastewater Treatment Plant Upgrades (RFP -23-058)

Dear Members of the Selection Panel,

When seeking a consultant for your water needs, we recognize that the City of Banning is looking for a highly qualified and motivated consultant to provide the best quality of service. As a partner to many local agencies throughout California and nationwide, Kimley-Horn intimately understands local agency needs and is a recognized leader in environmental permitting and cultural resource management efforts associated with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Kimley-Horn offers the following advantages to our local partners:

A PARTNER YOU CAN TRUST. At Kimley-Horn, providing timely, high-quality services is second nature—it's engrained in our DNA and something we just do. Responsiveness is the cornerstone of our success in developing close client relationships, and we highly value our long-term partnerships with local municipalities. Our exceptional water/wastewater specialists have a long history with the Inland empire and Coachella Valley. Specifically in the City of Banning, our team has been a reliable partner on the 2022 Engineering Services On-Call. Kimley-Horn is pleased to bring the skills of your trusted partner and Project Manager **Kevin Thomas, CEP, ENV SP** who has 38 years of experience in leading teams to support water, wastewater, and other projects throughout Southern California. Through our partnership, we will continue to pay attention to and approach your projects with sound judgment based on your needs. We are here to serve you and listen to your concerns and act independently while partnering with you to deliver your projects.

LOCAL TEAM BACKED BY FIRMWIDE SPECIALISTS. Our local Southern California water team regularly works together on assignments for public water districts and municipalities. Together, they use their combined knowledge and skills to work on a variety of projects across various water-related disciplines. With local offices in **Riverside, the Coachella Valley**, and **San Diego**—in addition to nine other offices across California—we offer you the individual, personal service that you would expect from a local firm, with the manpower and technical resources of a nationally ranked engineering firm. We partner with Kimley-Horn's nationwide water resources on an as-needed basis to complement our local team and address all your design needs, unique technical challenges, and circumstances seamlessly. We find that strong teamwork and team continuity among our local and national team has been intrinsic to providing quality services to our clients.

In addition, we have partnered with two firms to provide key technical studies: **Blackhawk Environmental** for biological resources and **MAT Engineering** to prepare a scoping agreement, trip generation memo, and vehicle miles traveled (VMT) screening analysis.

ONGOING COMMITMENT TO CEQA/NEPA COMPLIANCE AND DEFENSIBILITY. We consider it our responsibility to pose challenges to the City in order to identify and address any potential vulnerabilities to the assumptions, objectives, alternatives, and strategies used in the environmental documentation. As a result, we maintain an excellent record of defensibility on behalf of our clients. Project manager **Kevin Thomas, CEP, ENV-SP** has never had a CEQA or NEPA document successfully challenged in court.

At Kimley-Horn, we will do what it takes to help you find success in your water project needs. We take great pride in our ability to provide you with exceptional client service, and we pledge to provide you with prompt and proactive solutions. With Kimley-Horn, you can expect more and experience better—your needs are our top priority. If you have any questions or require additional information, please contact **Kevin Thomas, CEP, ENV-SP** through his contact information below.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

Kevin Thomas, CEP, ENV SP
Project Manager
951-543-9875
Kevin.thomas@kimley-horn.com

Contract Exceptions

Kimley-Horn has reviewed the sample Agreement for Professional Services and would like to discuss the following modifications with the City.

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder and which relate the Insert Type of Work to be Completed prepared in connection therewith. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the ~~highest~~ professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "~~highest~~ professional standards" shall mean those standards of practice recognized by ~~one or more first-class~~ firms performing similar work under similar circumstances.

5.3 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), ~~whether actual, alleged or threatened,~~ which to the extent arise out of, ~~are claimed to arise out of,~~ pertain to, or relate to~~, in whole or in part,~~ the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

B. Other Indemnities.

1) Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith ~~and the payment of all consequential damages~~ (collectively "Claims"), in law or equity, ~~whether actual, alleged or threatened,~~ which to the extent arise out of, ~~are claimed to arise out of,~~ pertain to, or relate to the negligent acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' ~~active or~~ passive negligence, except for Claims arising from the sole or active negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim for which Consultant is required to indemnify hereunder, with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity~~, whether actual, alleged or threatened~~, which to the extent arise out of, ~~are claimed to arise out of,~~ pertain to, or relate to the negligent acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' ~~active or~~ passive negligence, except for Claims arising from the sole or active negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

A. STATEMENT OF UNDERSTANDING

Understanding

This understanding of the Project is based on review of the provided Request for Proposal ("RFP") and the attachments therein, records available online, and Kimley-Horn's understanding of land use, the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), and the Project scope of work.

The existing wastewater treatment plant ("WWTP") consists of preliminary treatment, primary treatment, secondary treatment, solids handling, and evaporation/percolation ponds. The WWTP has the capabilities to provide disinfection, but these facilities are not currently in use. The WWTP effluent is currently in compliance with discharge requirements, but it requires significant upgrade to comply with impending water quality discharge limits set by the Regional Water Quality Control Board ("RWQCB"). In addition, the trickling filters (secondary treatment), have reached their end of life. Effluent from the WWTP is discharged into percolation ponds to recharge the Cabazon Groundwater Basin. Percolated waters can flow into other water agencies downgradient of the WWTP.

The City is proposing expansion and upgrades to the existing WWTP. The WWTP site is developed with a variety of structures and basins with some internal roadways. The project site is surrounded by vacant land and industrial uses to the north, vacant land and the Smith Creek to the east and south, and by vacant land and residential uses to the west. The existing General Plan designation and zoning for the Project site is Public Facilities.

It is understood that the City is seeking to utilize the Clean Water State Revolving Fund ("CWSRF") as a mechanism for funding and as such would be required to meet additional requirements with respect to the environmental analysis of the Project. As such, Kimley-Horn has prepared the scope of work to meet the City's requirements for the CWSRF.

The City is seeking a consultant to assist with the processing of the preparation of the environmental compliance documents for the Project. Based on review of the site and evaluation of adjacent projects, it is assumed that an Initial Study / Mitigated Negative Declaration ("IS/MND") with a CEQA-Plus analysis will be the required CEQA document for this project. This IS/MND with CEQA-Plus will meet additional requirements related to NEPA and other Federal Cross-Cutters. Kimley-Horn will prepare technical studies to evaluate the impacts of the Project. These technical studies are described in detail below as well as assumptions made by Consultant. Should the technical studies determine that an Environmental Impact Report (EIR) be necessary, a separate scope of work will be prepared at that time. The Scope was prepared based upon the City provided documentation and the technical studies assumed to be required by the City for environmental entitlement and permitting services.

Approach

Project approach

Kimley-Horn's strategy for the planning and environmental process begins with reviewing available project documentation, considering changes that have occurred since previous plan preparation, and reviewing any technical studies that have been prepared for each project. Building on this, our project team will prepare additional technical reports and planning and environmental analyses to create a thorough, complete administrative and technical record upon which new conclusions will be based. Many projects will consider a complex set of issues and concerns while balancing community, business, and public agency interests within the boundaries of the regulatory review process and procedures. Such complexities require creativity, extensive hands-on experience, and a commitment to carefully manage the project to successful completion, despite obstacles that may arise. This effort will require active participation and the application of a team approach from start to finish. Our team will facilitate and develop a collaborative process that will result in a successful planning and/or environmental project.

CEQA/NEPA Approach

We have developed a formula for success that results in the presentation of pertinent information to decision-makers for determination and certification. For a successful CEQA/NEPA review process and preparation of a high-quality environmental document, our approach includes:

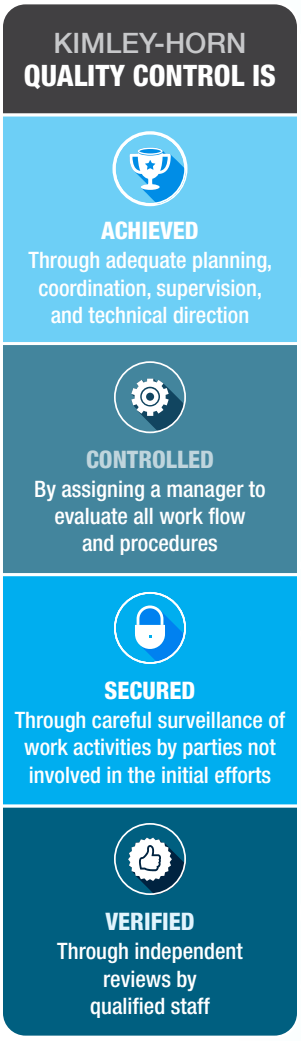
- Identification of the individual, cumulative, and growth-inducing impacts on the environment that might result from implementation of the proposed improvements
- Facilitation of open communication and development of an understanding of project needs with Client staff to guide the overall approach and successful issue resolution
- Commitment of senior level management to provide close coordination with the Client for technical accuracy and carefully monitor budget and schedule compliance
- Responsiveness to any significant issues of concern raised by responsible and regulatory agencies and the public

Quality Control and Quality Assurance (QC/QA)

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality assurance/quality control manual that every project manager and task manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our client's needs. There will be no learning curve relative to quality for the Kimley-Horn team.

Our QC/QA program is based on the philosophy that:

- Quality is achieved by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully.
- Quality is controlled by assigning a manager to evaluate all work and procedures followed while providing the services.
- Quality is secured through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts.
- Quality is verified through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development.



Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include, but not be limited to, the following procedures:

- The project administrator will be responsible for being thoroughly familiar with requirements and will be given the authority to direct the project team and call upon our corporate resources, as required, to satisfy the project needs.
- An internal "kick-off" meeting will be held with key individuals assigned to the project to clearly define the scope of services, set sub-task responsibilities, and establish the schedule.
- Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations.
- Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a project decision will be documented.
- Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bi-monthly full team meetings with the task manager.

Project Cost and Schedule Control

Kimley-Horn has an excellent track record of completing projects within or very close to established budgets. The ability to control project costs and schedules throughout the progress of work is the result of a strong commitment to do so, a thorough understanding of the project, and incorporation of this understanding into project design drawings. The ability to control costs and schedules requires many of the same actions and attitudes. Strong communications and use of experienced personnel are two effective cost control mechanisms. Other critical elements play a key role in controlling costs and schedules:

- It is essential to develop a clear understanding of the project scope early in the process. A project budget is only as good as the clarity of the underlying scope. Be realistic from day one.
- The project team must be well-organized and exhibit good teamwork. Good communication is essential. A breakdown in communication can easily result in a failure in project control.

These fundamental principles apply to the entire project team and the design teams' internal work effort. The strongest proof of Kimley-Horn's ability to meet schedules and manage project costs and controlling schedules is our high percentage of repeat clients, approximately 90%.

Kimley-Horn will not need any City owned facilities or property to use or lease, purchase, or rent from the City in connection with the services to be performed.

SCOPE OF SERVICE

Kimley-Horn will perform the Scope of Service specifically set forth below. The Scope assumes the baseline conditions, project description, and approach will not change once the City issues the Authorization to Proceed. The Scope also assumes the City will provide one reconciled set of comments for each deliverable, and that the comments will not raise new substantive issues requiring re-analysis.

Task 1 – Project Management and Coordination

Task 1.1 – Project Initiation and Kick-off Meeting

Readily available reference data, with planning and policy documentation from the City, state and federal agencies, and other agencies that may be affected by the Project will be gathered and reviewed. Kimley-Horn will assess whether available information is adequate and complete. The City will be notified if additional information is needed. Data obtained through this task will be foundational to the environmental documentation and incorporated into the analysis, as appropriate. This task allows for reconnaissance of the project site and its surroundings, and a limited photographic recording of on- and off-site conditions. A detailed entitlement schedule will be prepared for review with the City. Kimley-Horn will respond to one reconciled set of comments on the entitlement schedule.

This Task includes a Kick-Off Meeting with the City to discuss the CEQA Project in greater detail. This initial meeting is a key milestone, which is vital to the Project's success and CEQA compliance. The primary objectives will be to confirm the City's expectations, Project goals, and develop/refine the Project Description. The analysis' parameters, construction details, buildout conditions, scheduling, and overall communications protocol will also be established. Prior to the meeting, Kimley-Horn will distribute a Kick-Off Meeting Agenda. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Draft entitlement schedule
- Revised entitlement schedule

Task 1.2 – Project Management and Coordination

Kimley-Horn will provide project meetings, coordination and hearing attendance on a time-and-materials basis, as required by the County of San Bernardino and/or requested by the City and provide coordination and assistance through the CEQA process as defined below:

1. Project Team Meetings: If requested by the City, Kimley Horn will participate in bi-weekly conference calls with the project team through the CEQA/Entitlement process (assumed to be 12 months, typically two hours per call for preparation, participation, and follow-up, for a total of 48 hours). An additional budget estimate of 20 hours of in-person meeting time is included for team meetings. These 20 hours include commute time to and from the in-person meeting location. This task assumes one (1) Kimley-Horn staff for a total of 68 hours.
2. Project Management: Kimley Horn will coordinate among team members and the City for progress, sharing of information between applicable consultants and deliverables. The City will be provided bi-weekly updates and status reports. Assume one (1) Kimley-Horn staff over 12 months, typically assumes 4 hours per month (48 hours).

The Project Manager, or assigned delegate, will participate in project meetings/conference calls, including the kickoff meeting (preparation and attendance). Participation in and attendance at additional meetings and/or the need for additional management efforts exceeding the budget allocation will require an amendment or would be invoiced as additional services at our then current hourly rate.

Task 2 – Project Description

Task 2.1 – Project Description

The project description is a critical component because it is the basis for the environmental analysis. Based on information provided by the City, Kimley-Horn will prepare a Draft Project Description for City review and approval. The Project Description will detail the project's location, environmental setting, background and history, project characteristics, construction schedule/phasing, and discretionary actions required for Project implementation. Exhibits/Figures will be prepared to show the regional and site vicinity and key project components to support the environmental analyses. Kimley-Horn will respond to one reconciled set of comments on the Draft Project Description. Kimley-Horn will prepare a Revised Project Description and submit to the City for approval prior to finalizing. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Draft Project Description
- Revised Project Description

Task 3 – Technical Studies/Assessments

Kimley-Horn assumes that City-prepared engineering plans and reports will be made available to Kimley-Horn by the City. These City-prepared engineering plans and reports will be used in the IS/MND for reference and as information to be used to draw conclusions on the Project's environmental impacts. Engineering plans and reports may include, but are not limited to:

- Geotechnical Feasibility Study/Geotechnical Investigation
- Drainage Study (Hydrology and Hydraulics Analysis)
- Preliminary Water Quality Management Plan
- Site Civil Plans (Site Plans, Grading Plans, Utility Plans, etc.)
- Architectural and Landscape Plans (if applicable)
- Other City-Prepared design documentation for the Project

Kimley-Horn will review City-prepared engineering plans and reports provided by the City for adequacy pursuant to CEQA review requirements and the City's CEQA procedures. Kimley-Horn's review will focus on the appropriateness/thoroughness of the methodology and analysis; whether the analysis' conclusions are supported by factual/credible evidence; consistency among reports and accurate representation of project-related information; and, whether the analysis meets the applicable CEQA provisions and the State CEQA Guidelines.

Kimley-Horn-Prepared Technical Analyses

Task 3.1 – Air Quality Assessment

The project is located within the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Control District ("SCAQMD"). Kimley-Horn will assess air quality emissions in accordance with SCAQMD's recommended methodologies and thresholds of significance. The analysis will be prepared in accordance with the criteria, standards, and provisions of CEQA and the Clean Air Act as part of the State Water Resources Control Board Environmental Review Requirements for the Clean Water Revolving Fund.

1. Existing Environment. Kimley-Horn will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station. A description of the regulatory framework relating to air quality (i.e., Clean Air Act, Air Quality Attainment Plan, etc.) will also be provided. An overview of the nature and location of existing sensitive receptors in the vicinity of the project site will be provided.
2. Construction Emissions. Kimley-Horn will calculate construction emissions using the most current version of the California Emissions Estimator Model (CalEEMod). Emissions will be calculated based on the scope of the project, applicant-provided assumptions regarding construction equipment and scheduling, and associated vehicle trips. The construction air pollutant emissions will be compared to the SCAQMD regional thresholds of significance and the federal de minimis thresholds (40 CFR 93 § 153).
3. Operational Emissions. Kimley-Horn will quantify operational emissions (i.e., area, mobile, and energy source) related to area sources and local/regional vehicle miles traveled. Project operational emissions will be compared to the SCAQMD thresholds of significance and the federal de minimis threshold (40 CFR 93 § 153).
4. Odors. Kimley-Horn will provide a qualitative odor analysis from the construction and operation of the proposed project.
5. Plan Consistency. Project consistency with the SCAQMD Air Quality Management Plan (AQMP) will be addressed. The determination of consistency is primarily concerned with the long-term influence of a project on air quality in the South Coast Air Basin.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Air Quality Assessment
- CalEEMod Air Quality outputs

Task 3.2 – Greenhouse Gas Emissions Analysis

Land use data will be reviewed and an inventory of greenhouse gas emissions ("GHG") emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation) will be prepared. Total GHG emissions from construction activities will be amortized into the GHG emissions inventory. The operational analysis will address potential emissions from pumps and/or treatment, and mobile emissions from employee vehicle trips to the project site. CalEEMod will be used to quantify GHG emissions from project. Project-related GHG emissions will be assessed against SCAQMD draft project-level thresholds and consistency with applicable GHG reduction plans including applicable City policies and plans, and other applicable regional/statewide GHG emissions reduction strategies. CalEEMod outputs will be included as an appendix to the CEQA document prepared for the Project and the analysis incorporated into the GHG Analysis section of the CEQA document. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Greenhouse Gas Emissions Analysis to be included in the CEQA document
- CalEEMod GHG outputs

Task 3.3 – Noise and Vibration Analysis

The noise analysis will quantify both construction and operational noise levels. The analysis will examine whether the project noise would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of applicable standards. The following outlines our approach:

1. Existing Environment and Regulatory Setting. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. Up to five short-term (10-minute) noise measurements will be taken at various locations to establish ambient noise levels at various land uses and areas in the project vicinity.
2. Construction Noise. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations.
3. Vibration. An analysis of construction vibration impacts will be based on the Federal Transit Administration's ("FTA's") vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications. The analysis will examine whether the project would generate excessive groundborne vibration.
4. Operational Noise. On-site noise generating activities will be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. Stationary noise sources will be quantitatively assessed. Traffic noise impacts will be assessed using methodologies and models consistent with the U.S. Federal Highway Administration and/or governing Transit Authority. Recommendations for best management practices and noise attenuation features will be provided, if necessary.

This task allows for reimbursable expenses up to $300 for the use of noise measurement equipment and applicable mileage costs incurred. Relevant results of noise and vibration modeling will be included as an appendix to the CEQA document prepared for the Project and the analysis incorporated into the Noise Analysis section of the CEQA document. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Noise and Vibration Analysis to be included in the CEQA document
- Modeling and Measurement Data, if applicable

Task 3.4 – Energy Analysis

Kimley-Horn will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. The analysis will describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will evaluate energy consumption associated with short-term construction activities, long-term operations, and transportation-related energy during construction and operation. The effects of the project on local and regional energy supplies and on requirements for additional capacity will also be qualitatively analyzed. Relevant energy calculations or modeling data will be included as an appendix to the CEQA document and analysis provided in the Energy analysis section of the CEQA document. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Energy Analysis to be included in the CEQA document
- Calculations and Modeling Data, if applicable

Assumptions and Limitations for Tasks 3.2.1 through Task 3.2.4

- Kimley-Horn will be provided the following Project details to support the analyses:
  - Site plans and grading plans.
  - Construction phasing as well as demolition, grading, excavation, and paving quantities.
  - Listing of all water/energy conservation measures and sustainable project features that will be incorporated into the design.
- This scope accommodates revisions based on one consolidated set of comments. Additional comments can be addressed on a time and materials basis.
- This scope assumes the baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed (ATP).
- Revisions or changes to the project that require re-analysis are excluded.
- Deliverables will be provided as expeditiously as practicable with the goal of approximately 6 weeks of receipt of the requested data.
- Deliverables will be provided electronically.
- These tasks exclude meetings/hearings for Kimley-Horn Air Quality, GHG, Noise, and Energy specialists.

Task 3.5 – Cultural Resources Assessment

Kimley-Horn will prepare a Cultural Resources Assessment that will comply with requirements set forth in CEQA, NEPA, and Section 106 of the National Historic Preservation Act ("NHPA"). For the purposes of this scope, the project area will be noted as the Area of Potential Effect ("APE"). All efforts will be undertaken or overseen by individuals that meet Secretary of Interior ("SOI") Professional Qualifications in Archaeology and Architectural History. Tasks include:

1. Research: Staff will review any raw cultural records search, field survey, etc. data the landowner and/or Lead Agency already has available for the APE. Staff will research geomorphology and land use history of the APE through applicable archives and repositories, as well as historic aerials and topographic maps. Staff will review applicable registers, such as the National Register and National Register. Staff will conduct a record search of the Eastern Information Center ("EIC") of the APE plus a 1-mile buffer, as well as a Sacred Lands File ("SLF") search through the Native American Heritage Commission ("NAHC"). Due to the adjacency of the APE to the Morongo Reservation, staff will conduct outreach to the Morongo Band of Mission Indians ("MBMI") Tribal Historic Preservation Officer ("THPO") as a part of the information gathering process.
2. Fieldwork: Staff will conduct a pedestrian survey of the entirety of the APE and record up to two (2) cultural resources utilizing CA DPR 523 series forms. Survey methods will be non-collective. Up to two (2) cultural resources will undergo evaluation for eligibility for listing in the California Register of Historical Resources ("CRHR") or the National Register of Historic Places ("NRHP"). This scope does not include any subsurface efforts that may be required for inventory or evaluation of archaeological resources. This scope specifically excludes Native American Monitor participation during fieldwork activities for this task. Should a Native American Monitor be requested by any Consulting Tribes during the research component of this task, a contract modification would be required.
3. Report: A Cultural Resources Assessment will be prepared for the project pursuant to CEQA, NEPA, and Section 106 of the NHPA. The report will include sections for project description, cultural/natural setting, methodology, results, evaluations (if applicable), and recommendations. This scope includes at least one round of revisions to the reports. Any additional rounds of revision will require a scope/fee adjustment. The reports will be submitted to the EIC once deemed acceptable and final by the applicable Lead Agencies.

This task allows for reimbursable expenses up to $1,000 to include, but not be limited to, record search fees, mileage, meals, and other reimbursable expenses related to record searches and field surveys. This task will be performed as a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Cultural Resources Assessment

Task 3.6 – Western Riverside County MSHCP Habitat Assessment Report

Kimley-Horn, in conjunction with Blackhawk Environmental ("Biologist" or "Blackhawk"), will prepare a Western Riverside Multiple Specific Habitat Conservation Plan ("MSHCP") Habitat Assessment Report, as described below:

Western Riverside County MSHCP Habitat Assessment Report. Blackhawk Environmental will perform a habitat suitability assessment for MSHCP-covered, State and/or Federal-threatened, endangered and/or otherwise special-status plant and wildlife species within the proposed impact areas and adjacent areas. All riparian/riverine areas, vernal pools, and/or other special-status species' suitable habitat(s) identified on the Project Site will be delineated and described/depicted in the Habitat Assessment Report ("HAR"). Prior to conducting the field surveys, Blackhawk Environmental will conduct a database query and literature review that will include, but not necessarily be limited to a current MSHCP database review for the subject Assessor's Parcel Numbers ("APNs"), California Natural Diversity Database ("CNDDB") and California Native Plant Society ("CNPS") search for records of sensitive biological resources in the Project vicinity (within 5 miles), the United States Department of Agriculture ("USDA") Web Soil Mapper, National Wetlands Inventory ("NWI"), National Hydrography Dataset ("NHD"), and any other previous reports prepared for the Project Site or nearby project sites, if provided to Blackhawk Environmental. One Geographic Information System ("GIS") analyst will be utilized in addition to Blackhawk Environmental biologists. The GIS analyst will prepare a table of the results and a map of sensitive resources in the Project vicinity; these will ultimately be incorporated in the HAR.

Following the database query and literature review, a field survey will be conducted by qualified biologists. The general methodology of the field survey is to visually confirm the presence or absence of special-status species habitats, suitable burrowing owl habitat, vernal pools, potentially jurisdictional waters, riparian/riverine habitat, and/or narrow endemic plant species habitats on the Project Site. Habitats will be characterized based on dominant plant species coverage, existing conditions, evidence of alteration/disturbance and other variables, and are then cross-referenced with the habitat requirements for the environmental elements that resulted from the database query and literature review. Vegetation communities will be mapped according to species compositions, dominance levels, and locations on the project site. Potentially riverine/riparian habitats, jurisdictional waters, and/or vernal pools will be assessed and generally described; a formal delineation is not included in a habitat assessment. Observed and/or detected plant and wildlife species and/or wildlife sign will be documented in the field notes of the biologist(s), and representative photographs will be collected and included in the HAR.

The habitat assessment would determine the presence of suitable burrowing owl ("BUOW") habitat on site (Step 1 of the MSHCP Guidelines) and the presence of suitable nesting substrate (Step 2 Part A of the MSHCP Guidelines). Blackhawk Environmental biologists will conduct one survey pass of a focused BUOW burrow survey throughout the Project Site (= impact areas) and within a 150-meter buffer around the site, according to protocol (Step 2, Part A of the MSHCP Guidelines). Surveys will be walked utilizing approximately 30- or 100–foot belt transects, depending on the density of vegetation, to provide 100% visual coverage. The focus of the survey is to identify BUOW, BUOW burrows, and/or BUOW sign (i.e., whitewash, cough pellets, feathers). Evidence of BUOW within the Project Site will be documented with digital photographs, GPS coordinates, and aerial/topographic map representation.

Following completion of the habitat assessment and/or all focused BUOW burrow surveys (detailed in the Optional Tasks below), Blackhawk Environmental shall complete an HAR according to the Western Riverside County MSHCP implementation guidelines. The HAR will include a discussion of methods included in the assessment, results, anticipated Project impacts as they result to the MSHCP, applicable fee areas and conservation areas. The HAR would include Project-specific mapping of all vegetation communities and biological resources otherwise relevant to the CEQA review of potentially significant Project-related impacts. The HAR would include analysis of the Project's consistency with Sections 6.1.2, 6.1.3, 6.1.4, and 6.3.2 of the MSHCP. This task assumes up to one round of consensus comments and revisions prior to submittal of the final HAR.

This task will be performed on a **lump sum basis.**

Assumptions and Exclusions

- This task does not include focused/protocol-level threatened and endangered species surveys, rare plant surveys, geotechnical surveys, soil analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey, vegetation mapping, and special-status species analysis, and Step 1 of the MSHCP Guidelines for BUOW.
- The field survey will only be performed within the boundaries of the Project site (= impact areas) and an appropriate survey buffer (up to 100 feet).
- The Project area footprint boundaries GIS shapefiles or KMZ files will be provided to Blackhawk Environmental for field data collection purposes. The files will be complete, showing the limits of all proposed operations and Project-related activities, as well as any ingress/egress routes, and additional workspace areas. Such files are necessary to calculate impacts. All proposed impact areas shall be made clear to Blackhawk before conducting any biological or aquatic resources analyses.

- The Project proponent will provide Blackhawk Environmental all CAD/GIS files required to depict the Project features on the biological resource impact analysis map(s). The files will be clean and easy to decipher without significant time (greater than 4 hours) spent by a GIS analyst to overlay on the biological resource map(s). Additional time for CAD/GIS work will be charged on a time and materials basis of $115/hour.

Task Deliverables, to be delivered via electronic submittal:

- Western Riverside County MSHCP Habitat Assessment Report

Task 3.7 – Trip Generation Memorandum and VMT Screening

Kimley-Horn, in conjunction with MAT Engineering, Inc., will prepare a scoping agreement, trip generation memorandum, and a vehicle miles traveled ("VMT") screening analysis as described below:

Trip Generation Memorandum. This task assumes that the proposed project is not expected to generate a substantial number of new trips. For the purposes of the traffic analysis, the project trip generation will be determined based on the latest version of the Institute of Transportation Engineers ("ITE") trip generation manual or other source from the City, or quantified based on information on vehicles and trips provided by the City. Typically, a full traffic study is required when a project generates more than 50 or more peak hour trips. Since the proposed Project is expected to generate a low number of trips, MAT Engineering, Inc., will prepare a trip generation memorandum for the Project instead of a full traffic study. The trip generation memorandum will disclose the Project's trip generation based on the ITE trip generation rates and draw a conclusion that based on the low number of trips, the proposed project is expected to not result in an adverse level of service impact and operations on the surrounding roadway system. This scope specifically excludes the collection of traffic counts or preparation of a full traffic study with level of service evaluation.

VMT Screening Memorandum. This scope assumes the Project will screen out of requiring a full VMT analysis based on its low number of daily trips (less than 110 trips per day) and/or being a local-serving facility. This scope assumes MAT Engineering, Inc. will prepare a VMT Screening memo for the project instead of a full VMT analysis and modeling. This scope specifically excludes the preparation of VMT model runs. Prior to initiating the work, MAT Engineering, Inc., will prepare a scoping agreement and provide to the City of Banning for review and approval. This scope and related fee, shown below, are subject to change based on comments received from the City during the scoping process.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Scoping Agreement
- Trip Generation Memorandum
- VMT Screening Memorandum

Task 4 – Initial Study / Mitigated Negative Declaration

Task 4.1 – Administrative Draft IS/MND

Once the Project Description has been approved by the City (Task 2.1), it will be integrated into the CEQA document. Kimley-Horn will prepare an Administrative Draft Initial Study in accordance with the State CEQA Guidelines Appendix G, and will describe the Project's location, environmental setting/baseline conditions, and characteristics. The IS' main body will consist of an environmental checklist and the supporting environmental analyses. An explanation will be provided for all responses except "No Impact" responses, which will be supported by cited information sources. The responses will consider the whole action involved with the proposed Project: on- and off-site, Project- and cumulative-level, direct and indirect, and short-term construction and long-term operational. The explanation of each issue will also identify the significance criteria or threshold, if any, used to evaluate each question. Additionally, pursuant to the ruling of Save Lake Tahoe Mountain Area Preservation Foundation v. County of Placer, the IS/MND will address the feasibility of 100 percent renewable power for the Project (this analysis will be qualitative and based on available information).

Environmental resources anticipated to be addressed in the Administrative Draft IS/MND include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Mandatory Findings of Significance. This section of the document will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA.

If the IS/MND or any of the previously identified technical studies determines the Project would have a significant effect on the environment, an EIR would be required. A separate scope and fee would be provided at that time. The findings of the Administrative Draft IS/MND and related technical studies would be used to focus the EIR (if required) on the environmental issues with potentially significant effects. Upon completion of the Administrative Draft IS/MND, Kimley-Horn will consult with the City and incorporate the findings into the appropriate environmental clearance documentation. The IS determination page will denote the appropriate CEQA compliance documentation (MND or EIR). However, based on review of the site and evaluation of adjacent projects, it is assumed that an IS/MND will be the required CEQA document for this project.

Kimley-Horn assumes that the City will be responsible for consultation with Consulting Tribes and will be completed pursuant to Assembly Bill ("AB") 52. Kimley-Horn assumes that the City will provide consultation letters and Consulting Tribe responses for inclusion in the IS/MND. Additionally, Kimley-Horn assumes that the City will share results of AB52 consultation with Kimley-Horn promptly. Kimley-Horn may provide as-needed AB52 support as additional services to be billed out at our then-current hourly rate.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Word file of Administrative Draft IS/MND with PDF files of Figures and Appendices

Task 4.2 – Alternatives Analysis

Additionally, as the Project is seeking funding through the CWSRF, the CEQA document will evaluate the Project using a "CEQA-Plus" analysis. This CEQA-Plus analysis is completed in lieu of a National Environmental Policy Act ("NEPA") analysis for Projects utilizing federal funding. Instead, a "NEPA-like" analysis is completed through the completion of a CEQA-Plus process. This CEQA-Plus process will include an alternatives analysis, which is not typically included in MNDs. This alternatives analysis will include a range of reasonable alternatives that meet the City's needs and objectives, including a "No Project/No Action" alternative.

Kimley-Horn will identify a maximum of 3 reasonable alternatives, including the "No Project/No Action" alternative for the City's review and approval. Kimley-Horn will complete a comparative analysis among the selected alternatives that evaluates the direct, indirect, and cumulative impacts on environmental resources, as well as potential reasonable future environmental impacts, if applicable. This Alternatives Analysis will be included in the IS/MND prepared for the Project.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Alternatives Analysis to be included in the Administrative Draft IS/MND

Task 4.3 – Revised Administrative Draft IS/MND

Following City review of the Administrative Draft IS/MND, Kimley-Horn will respond to one consolidated set of City comments. Kimley-Horn assumes that all comments and revisions from the City are provided in one consolidated set with revisions shown in "tracked changes," should comments be received from the City in multiple files, additional effort will be required to consolidate comments. Kimley-Horn will "accept all" redlines received from the City and provide all further revisions in "tracked changes" for the ease of City review. If substantial new analysis is requested that has not been previously prepared/considered in the Initial Study and/or substantive changes to the Project Description are required to address comments from the City, additional budget would be required. This task assumes that no third party legal or CEQA review will be required (if the City does require third party CEQA or legal review, responses to these comments can be provided on a time and materials basis and would likely extend the schedule to allow time for peer review and additional responses). This task will be performed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- Word file in redline of the Revised Administrative Draft IS/MND with PDF files of figures and appendices

Task 4.4 – Draft IS/MND

Kimley-Horn will respond to one consolidated set of comments from the City on the Revised Administrative Draft IS/MND and prepare the Draft IS/MND for public review. Assumptions made in Task 3.3 regarding the presentation of comments and revisions apply to this task. This task assumes that comments on the Revised Administrative Draft IS/MND will not be substantive and will be related to minor corrections, such as grammar, typograph, formatting, or organization of the IS/MND. Kimley-Horn will provide the Draft IS/MND, it's figures and appendices, and all other related material in a PDF format for the County's use. This task allows for up to three (3) hard copies of the Draft IS/MND with appendices provided on a USB thumb drive upon request by the City. This task will be performed on a **time-and-material basis.**

Task Deliverables:

- Draft IS/MND in digital format for public circulation.
- Up to three (3) hard copies of the Draft IS/MND with Appendices on USB thumb drive, upon request only.

Task 4.5 – Distribution and Noticing

Kimley-Horn will prepare the Notice of Intent to Adopt a Mitigated Negative Declaration ("NOI") for the City's review and approval. Kimley-Horn will be responsible for the distribution of the notice based on a radius list provided by the City. The notice will be distributed via record of delivery to any responsible agencies and by regular mail to interested parties, community groups, and individuals. Kimley-Horn will provide the Project files on a USB thumb drive for applicable reviewing agencies to be delivered along with the NOI. Kimley-Horn will file the notice with the County Clerk of the Board of Supervisors and provide the document to the City in a format to be uploaded onto the City's website. The City will be responsible for any site postings and/or submit the notice to the newspaper for publication. Kimley-Horn will upload the appropriate Project files to the State Clearinghouse, after registration by the City as an authorized agent, for distribution and pursuant to CEQA-Plus requirements. The Draft IS/MND will be available for public review for a 30-day period. This task will be performed on a **time-and-material basis.**

Task 4.6 – Response to Public Comments

Kimley-Horn will prepare responses to relevant environmental comments received on the IS/MND during the public review period and any additional comments raised during public hearings. A draft Responses to Comments will be submitted to the City for review. This task assumes one consolidated set of comments from the City on the draft Responses to Comments. Kimley-Horn will revise the Responses to Comments and resubmit in track-change for ease of review. Given the difficult in predicting the nature and extent of Draft IS/MND public comments, this Scope of Work assumes a maximum of 20 hours for responding to comments, coordinating with City reviewing staff, and revising responses; additional effort or analysis resultant of the complexity or number of comments would require additional budget. Kimley Horn assumes that the City will respond to and draft responses to comments that fall within their purview. This task will be performed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- Responses to Comments.

Task 4.7 – Prepare Final IS/MND

Kimley-Horn will incorporate responses to comments prepared in Task 3.5.1 into the Final IS/MND, which will be compiled to reflect any changes to the document that may have resulted from public comments. Revisions will be reflected in hard-coded "track changes" with strikethrough text for deletions and double-underlined text for additions. The Final IS/MND will be submitted to the City for review and consideration by the Planning Commission and City Council for adoption of the Mitigated Negative Declaration and project approval. This task assumes a maximum of 20 hours will be required to prepare the Final IS/MND. This task will be completed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- Final IS/MND

Task 4.8 – Mitigation Monitoring and Reporting Plan

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan ("MMRP") to be adopted by the City should the Project be approved. This MMRP will outline all mitigation measures to be incorporated by the Project, as identified in the IS/MND. This MMRP will identify responsible parties and timing of actions to be taken. This task assumes 8 hours to prepare the MMRP, allowing for City review and addressing City comments. This task will be performed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- MMRP

Task 5 – Public Hearings and Notice of Determination

Task 5.1 – Public Hearings

Kimley-Horn assumes attendance at one public hearing will be required, the Planning Commission. Kimley-Horn staff will be prepared to answer questions relative to the environmental aspect of the Project. This task allows for up to two (2) Kimley-Horn staff (covering meeting preparation, travel time, hearing time, and documentation of meeting discussions). It is currently assumed by Kimley-Horn that Kevin Thomas and Miles Eaton will attend the Planning Commission hearing on behalf of the City. Additional Kimley-Horn staff are available upon request by the City and can attend as additional services to be billed at our then-current hourly rate. This task will be performed on a **time-and-material basis.**

Task 5.2 – Notice of Determination

Following the City's adoption of the IS/MND and approval of the Project, Kimley-Horn will prepare and file the Notice of Determination ("NOD") with the Riverside County Clerk of the Board. The NOD will be filed within five (5) business days of Project approval, as required by the CEQA guidelines.

All filing fees will be advanced by Kimley-Horn, to be reimbursed by the City as a direct reimbursable fee. All advanced fees paid by Kimley-Horn are marked-up by 15 percent. Currently, the CDFW review fees for an IS/MND is $2,916.75. The Riverside Assessor-County Clerk-Recorder filing fee is $50. This scope assumes that filing fees will be paid via credit card using the Riverside Assessor-County Clerk-Recorder website. The Riverside Assessor-County Clerk-Recorder charges an additional 2.28 percent processing fee for credit card transactions. The total filing fee of $3,034.39 (1.0228*($2,916.75 + $50)) will be invoiced as a direct reimbursable expense to the City, with Kimley-Horn's standard 15 percent mark-up added, for a total of $3,489.55. The total amount invoiced to the City is subject to change should CDFW's review fee be amended prior to filing of the NOD.

Kimley-Horn does not guarantee Project approval by the appropriate deliberative body or bodies. This task will be performed on a **lump sum basis.**

Task 6 – Regulatory Permitting Matrix

Task 6.1 – Permit Tracking Matrix

Based on an initial desktop review of the preliminary site plan, no jurisdictional aquatic features have been identified within the project footprint. Therefore, permits from the U.S. Army Corps of Engineers ("USACE"), California Regional Water Quality Control Board ("RWQCB"), and the California Department of Fish and Wildlife ("CDFW") are not anticipated.

However, if the subject project would result in impacts to jurisdictional aquatic resources Kimley Horn will prepare a permit tracking matrix for the aquatic resource permits needed prior to construction activities. The permit tracking matrix will identify the applicable permits from the federal and state agencies (USACE, RWQCB, and CDFW), define key milestones for permit processing, and provide an approval processing communication log to document agency staff communications. This task will be performed on a **time-and-material basis.**

Assumptions and Exclusions

- This task excludes permit application preparation and processing to the federal and state agencies. If permits from the USACE, RWQCB, and CDFW are required, permit preparation and regulatory approval processing can be included as additional services to be billed at our then current hourly rate.

Optional Tasks

Optional Task 1 – Cultural Consultation / Coordination Support

This task includes consultation/coordination support by Kimley-Horn cultural staff as it relates to Tribal consultation conducted by the Lead Agency under CEQA and/or coordination conducted by the Lead Agency with the State as they undergo Section 106 consultation with the Tribes and/or the State Historic Preservation Officer ("SHPO"). This task allows for up to 20 hours of coordination by Kimley-Horn staff. This task will be performed on a **time-and-material basis**.

Optional Task 2 – Focused Burrowing Owl Surveys and Report

If Task 3.6 determines that the survey area and/or buffer contains BUOW, BUOW-suitable burrows and/or BUOW sign, additional surveys will be required. If additional surveys are required, an additional three (3) focused BUOW surveys will be conducted on separate days, at least one week apart from one another, and during the BUOW breeding season (March 1 through August 31), for a total of four (4) survey days (including the initial habitat assessment and burrow survey included in Task 1). According to Riverside County and CDFW protocol survey guidelines for BUOW, the surveys may not be conducted during rain, high winds (>20mph), dense fog, or temperatures over 90 degrees F. Surveys would also be timed to occur from pre-dawn to two hours after sunrise, or from two hours before sunset until civil twilight. Blackhawk Environmental will not be responsible for delays due to these environmental constraints.

Following completion of four survey passes for BUOW, Blackhawk Environmental will describe the results of the focused burrowing owl surveys in a Focused Burrowing Owl Survey Report and summarize the findings in the HAR. The Focused Burrowing Owl Survey Report would be prepared describing BUOW survey methodology, transect width, duration, conditions, and results of the surveys. Appropriate maps showing burrow/owl/owl sign locations shall be included. The report will include representative photos of the Project site, suitable habitat observed, and any observed BUOW or sign as feasible. This task assumes up to one round of consensus comments and revisions prior to submittal of the final report. If BUOW and BUOW sign are not detected, no further BUOW surveys should be required until 30 days prior to ground disturbing activities.

If surveys are required outside of the breeding season (September - February), Blackhawk Environmental will be available to provide additional coordination with the City/County for approval of non–breeding season survey results. This task assumes minimal coordination with the City/County for approved survey methods and does not include formal consultation or modification of methods from those described above. This task will be performed on a **lump sum basis.**

Assumptions and Exclusions:

- This task does not include consultation with CDFW or the Riverside County Environmental Program's Department (EPD), in the event a BUOW or active BUOW burrow is found on the site. If BUOW are located on the site, CDFW may need to be contacted for relocation, mitigation, and/or monitoring methods regarding this species as a separate cost. Blackhawk can provide relocation services if needed.

Optional Task 3 – Focused Rare Plant Survey

If the MSHACP database query and/or the field survey/assessment (detailed in Task 3.6) yields suitable habitat for regionally or locally occurring special-status plant species, then focused rare plant surveys will likely become required on the Project Site. Based on a review of aerial imagery, it appears that suitable habitat may be present for one or more special-status plant species, though there could be suitable habitat present for other special-status plant species as well. It is assumed that one focused rare plant survey will need to occur to accommodate the estimated bloom periods (e.g., April through June) and ascertain presence/absence.

One survey pass conducted concurrently by two botanists, plus botanical/biological follow-up identification and QA/QC and GIS support, is anticipated to fully complete Optional Task 4 prior to report preparation for the HAR reporting component. Onsite vegetation communities will be mapped following the Holland Classification System (1986) or other regionally acceptable system, and all plant species nomenclature will follow that of the Jepson Manual (2012). Surveys are typically based on bloom periods and therefore would likely occur in the spring months. The rare plant survey will involve the 100 percent visual inspection and identification of all plant species within and immediately adjacent to the Project footprint (= impact areas). The survey will be accomplished by the botanical team walking transects 5 to 15 meters apart, depending on topography, vegetative cover, visibility, and access parameters, in such a way to allow the botanists the maximum potential to detect any special-status plant species yielded by the literature review. All plant species observed or detected, will be identified to species or subspecies level and recorded in the field notes of the botanists to provide a complete floral compendium that will be included in the HAR. Survey methods, results and impact analysis will also be included in the HAR. GPS coordinates and approximate population counts will be collected for all special-status plant species found within the Project footprint up to 30 feet beyond proposed impact area boundaries. Digital photographs will be collected in sufficient quantity to capture the existing conditions of the site as well as any notable botanical resources. This task will be performed on a **lump sum basis.**

Optional Task 4 – Aquatic Resources Delineation Survey and Report

If potentially jurisdictional aquatic features are found on the Project site (= impact areas) during the general biological/aquatic resources field survey, then a field-based aquatic resources delineation survey will be conducted by two biologists/wetland scientists in one field day. Subtasks to be included are: a literature review for aquatic resources in the Project vicinity [including the National Wetlands Inventory (NWI), National Hydrography Dataset (NHD), United States Department of Agriculture (USDA) Web Soil Mapper, United States Geological Survey (USGS) topographic maps, current and historic aerial imagery], ESRI ArcGIS Collector database setup for field-based data collection purposes,

vegetation mapping of the entire delineation survey area, a characterization of the existing conditions and vegetation communities (based on dominant and sub-dominant plant species present), representative photographs, photo log of the entire delineated area, and a formal aquatic resources delineation survey following current US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish & Wildlife (CDFW) protocols and guidelines. The delineation survey area will include the Project site (= impact areas), plus a 100-foot buffer surrounding the polygon(s).

Vegetation communities will be mapped and quantified within and adjacent to the impact areas to the 100-foot buffer; the vegetation mapping will be used to complement the Aquatic Resources Delineation Report (ARDR). The biologists/wetland scientists will assess the Project site and its 100-foot buffer for potentially jurisdictional waters of the US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or the California Department of Fish & Wildlife (CDFW). One aquatic resources delineation survey will be conducted to identify potentially jurisdictional waters and/or wetland locations observed within the Project site and its 100-foot buffer. If potentially jurisdictional waters and/or wetlands are identified, further survey efforts will be required and will follow methodology outlined in the USACE Wetland Delineation Manual (USACE 1987) and the Arid West Supplement (USACE 2008), the Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE, March 16, 2017) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE, February 10, 2016), with jurisdictional results reflective of the most current legislation. All vegetation types within the delineation survey area and soil sampling pits will be analyzed using dominant species wetland indicator status (USDA 2018). Suspected non-wetland jurisdictional areas will be evaluated for the presence of definable channels, ordinary high-water mark (OHWM), and connectivity to a Traditionally Navigable Waterway (TNW) or a Relatively Permanent Waterway (RPW). Blackhawk assumes that up to 8 wetland/paired upland soil pits will be dug within the Project site and/or its 100-foot buffer, each of which will have its own USACE Arid West Wetland Determination Data Form. At least one pit will be dug for all mapped vegetation communities, except impermeable surfaces.

If such resources are found, Blackhawk Environmental shall complete a formal Aquatic Resources Delineation Report (ARDR) to address evaluation required by the applicable agencies (USACE, RWQCB and CDFW). This report will determine if the Project requires permit authorization from USACE, RWQCB, and CDFW for proposed impacts to Waters of the U.S., Waters of the State, streambeds, wetlands and/or riparian habitats. The Aquatic Resources Delineation Report will be conducted to meet the Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE, March 16, 2017) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE, February 10, 2016). Collected data and aquatic resources delineation needs will include each applicable component as follows. This task will be performed on a **lump sum basis.**

Assumptions and Exclusions:

For the ARDR, These Items Shall be Supplied by the Project Owner:

- Contact information for the applicant(s), property owner(s), and agent(s).
- A signed statement from the property owner(s) allowing corps personnel to enter the property and collect samples during normal business hours.
- Complete description of the overall activity or project.
- Dimensions of proposed structures/fills to be constructed in waters of the United States and material(s) to be used in construction.
- Complete description of other reasonably related activities to be undertaken as a result of project (such as fill or borrow sites).
- Approximate project construction commencement and completion dates.
- Reason for discharge - for projects involving discharge of dredged and/or fill material, including the temporary placement of material into waters of the United States, explanation of the purpose for the placement of all fill, type(s) of material to be discharged (rock, sand, gravel, soil, poured-in-place concrete, dredged material, etc.).
- Amount of each type of material to be discharged in cubic yards.
- Source(s) of material(s) to be discharged.
- Area in acres or square feet of wetland waters of the United States to be filled.
- Area in acres and lineal feet of other waters (non-wetland waters of the United States) to be filled.
- Methods and equipment to be used to discharge material (e.g., backhoe, dragline, etc.)
- For dredged material discharged at an upland site, identification of upland site location and means by which runoff from such dredged material is to be contained and precluded from entering a waterbody.
- Detailed half-size or full-size engineering drawings of the overall project or of specific components of the project occurring in waters of the United States.
- Defined project boundary on plan drawings.
- Selected sections indicated on plan view drawings (e.g., “a-a’”), depicting typical areas of proposed fill, excavation, or dredging, including proposed side slopes; and structures to be constructed in jurisdictional waters of the U.S.
- Sufficient linear dimensions depicted to calculate proposed volume and area quantities, based on both plan and cross-section views.
- Sufficient linear dimensions depicted to characterize the size and area of proposed structures, based on both plan and cross-section views.

For the ARDR, These Items Shall be Supplied by Blackhawk:

- A statement confirming the delineation was conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and applicable Arid West regional supplement.
- A statement confirming the use of the ordinary high-water mark (OHWM) field guide, or that it is not applicable in this case.
- A narrative describing all aquatic resources on-site and an explanation of the mapped boundaries and any complex transition zones.
- The rationale used to decide on the inclusion or exclusion of any aquatic resources which meet one or two of the three wetland criteria or do not exhibit a clear OWHM.
- A description of any erosional features, upland swales, ditches, and other potential aquatic features that were considered but not included in the delineation.
- Map of the outside survey boundary (100-foot buffer around the road widening footprint), total extent of aquatic and proposed non-aquatic feature(s), type of feature(s) (e.g., Waters of the United States, Waters of the State and/or wetlands), and total acreage for each polygon.
- Date(s) field work was completed.
- A table listing all aquatic resources. The table must include the name of each aquatic resource (its actual or arbitrary name), its Cowardin type (see 1987 Delineation Manual), its areal extent (acreage), summary of OHWM/wetland indicators used, dominant vegetation for each, and location (latitude/longitude in decimal degrees). For linear aquatic features, the table must show both acreage and linear feet as well as channel measurements (active channel width).
- A description of existing field conditions, including current land use, normal conditions, flood/drought conditions (if occurring), irrigation practices, past or recent manipulation to the site, and characteristics considered atypical.
- WETS tables of pre-site visit precipitation data.
- A discussion of the hydrology at the site, including all known surface or subsurface sources, drainage gradients, downstream connections to the nearest traditional navigable waterway or interstate water and any influences from man-made water sources such as irrigation.
- Description of if/how remote sensing was used in the delineation and include the name, date, and source of the tools and data used and copies of the maps/photographs.
- Soil descriptions, soil maps, soil photos, and a discussion of any hydric soils.
- A copy of the completed ORM Bulk Upload Aquatic Resource or Consolidate Excel spreadsheet.
- Map(s) of all delineated aquatic resources.
- Completed OHWM datasheet(s).
- Completed wetland delineation datasheet(s).
- A description of the methods used to survey the aquatic resource boundaries, including the level of accuracy of any GPS data used.
- All digital data for the site, aquatic resource boundaries, and data point locations in the form of either ESRI shapefiles/geodatabase format or Google Earth KMZ or KML files.
- All metadata file for all GIS files.
- Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph are to be shown on the plan-view drawing or aerial photograph (e.g., using the Theodolite application on a smartphone).
- One or more vicinity maps is to be submitted, at least one of which must use a USGS 7.5- minute quadrangle sheet as its base map with the project study boundary clearly outlined and the quadrangle name included on the map.
- On the maps, label the affected waterbody [river, creek, stream, lake, pond, wetland) and river mile, if known] and/or the nearest waterbody into which the affected waterbody discharges.
- On the maps, a legend for any relevant items shown (e.g., wetlands and/or other water types).
- Maps are to show project area to be fill, dredged, or excavated in jurisdictional waters of the U.S.
- Maps are to show location of existing shoreline or bank.
- Maps are to show locations and elevations of all proposed fills, structures, and/or limits of work within and adjacent to potential waters of the U.S., including wetlands.
- Maps are to show locations and dimensions of project-related cofferdams, borrow areas, disposal areas, stockpiling areas, and equipment staging areas.
- Maps shall annotate all fills, structures, and/or limits of work as either permanent or temporary.
- If applicable, maps may show the distance between proposed structures and any existing structures.
- If applicable, maps may show the distance between the project area and any federal
- Navigation channel or other federal projects.
- Plan view drawings and profiles/cross sections depicting the elevation of applicable waterlines:
  - In non-tidal rivers, creeks, streams, and ponds: ordinary high water (OHW).
  - In tidal and non-tidal waters: lateral extent of wetland boundary.
- Maps shall indicate the location of photo points.

Project Schedule

Kimley-Horn will prepare a detailed Project schedule as a part of the scope of work outlined above, specifically as a part of Task 1.1. A preliminary schedule has been prepared for this proposal and would generally follow below:

Description	Weeks																															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
Notice to Proceed, Surveys Initiated																																	
Kick-Off Meeting																																	
Prepare Project Schedule and Project Description																																	
City Review - Draft																																	
Kimley-Horn revises Project Description and Schedule																																	
City Approval																																	
Preparation and Review of Technical Studies																																	
Administrative Draft IS/MND*																																	
City Review – Admin Draft																																	
Revised Administrative Draft IS/MND																																	
City Review – Final Comments																																	
Draft IS/MND																																	
City Review and "OK" to Distribute																																	
Distribution of Draft IS/MND																																	
30-day Public Review																																	
Responses to Comments																																	
Final IS/MND and MMRP Preparation																																	
City Review - Draft																																	
Address City Review – Draft Comments																																	
City Review and approval																																	
Public Hearing	Week TBD																																

1. This is a preliminary schedule and is subject to modification following further discussions with City staff.
2. This schedule assumes AB 52 tribal consultant concludes by Week 12.

This schedule is highly dependent on timely review and responses from City staff. If a separate review process by a City third-party CEQA reviewer or legal counsel is completed, the schedule and fee estimate may be increased to allow for additional coordination and review/revision time.

Task Required from City Staff

Kimley-Horn will rely upon City Staff to provide all Project-related design documents, related engineering studies, as well as City Staff's participation in Project status meetings. Additionally, Kimley-Horn will rely on City Staff's timely review and responses of CEQA work products to maintain the Project schedule.

B. COMPANY INFORMATION

Firm Profile

Since our founding in 1967, Kimley-Horn has grown to over 8,000 staff across 121 offices in the United States, 12 of which are in California. Our continued growth and stability over the past 56 years is the direct result of our commitment to integrity and dedication to providing quality services to our clients. We provide our clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.

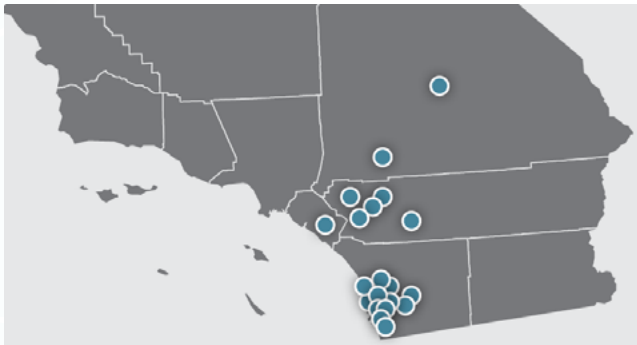
Contact: Kevin Thomas, CEP, ENV-SP
Corporate Office: 421 Fayetteville Street, Suite 600, Raleigh, NC 27601
Local Office Address Office: 3801 University Ave, Suite 300
Riverside, CA 92501
Telephone Number: 951-543-9875
Entity: Corporation

Kimley-Horn's multidisciplinary staff of engineers understand what it means to be a collaborative partner on water, wastewater, and water resources projects, providing planning, environmental, engineering, operations, and maintenance support and advice to support large and small systems for public and private clients nationwide. Our engineers, planners, and environmental specialists work to develop insightful solutions to your toughest problems with a solid commitment to deliver value that exceeds your expectations.

Drawing on a depth of staff resources that includes specialists in all aspects of water and wastewater treatment, collection, distribution, reuse, design, and permitting, our team brings together specialists in plant evaluations, master plans, process design, plant expansions, and other projects to improve system operations, meet changing regulatory requirements, and reduce life-cycle costs. Our nationwide water resources team brings together the best practices from multiple regions to provide clients with innovative, cost-effective project alternatives.

Most importantly, we understand our clients' perspectives. We have plant operators on board to give deeper facility insight and former public sector engineers providing project management approaches that incorporate the bigger picture needed for public improvements. The Kimley-Horn team provides solutions that continue to return benefits to our clients long after design is completed.

Kimley-Horn's Southern California Wastewater Experience



- Eastern Municipal Water District
- Otay Water District
- Elsinore Valley Municipal Water District
- Padre Dam Municipal Water District
- Western Municipal Water District
- Barona Band of Mission Indians
- San Bernardino County
- County of San Diego
- California American Water Company
- San Elijo Joint Powers Authority
- Rancho Mission Viejo
- San Diego Zoo Safari Park
- Ramona Band of Cahuilla Indians
- City of San Marcos
- City of Oxnard
- City of Chino Hills
- City of National City
- City of Escondido
- City of Chula Vista
- City of San Diego
- City of Rialto
- City of Beaumont
- City of Oceanside

Our Services

Kimley-Horn is a full-service consulting firm performing water and wastewater services to meet the needs of private utility companies. We can provide you with the local support every local agency deserves backed by the structure of national expertise in the utility industry. For water and wastewater projects, our team is skilled in all areas of facility development and design:

- CEQA and NEPA compliance
- Scoping Meetings, Outreach, and Presentations
- Project Management and Staff Services
- Public Hearing Presentations
- Agency Permit Processing
- Regulatory Permit Processing
- Traffic Analyses
- Parking Management
- Aesthetics/Visual Impact Analysis, including shade/shadow analysis and project renderings
- Air Quality and Health Risk Assessments
- Climate Action Plans and Sea Level Rise Analyses
- Greenhouse Gas Emissions
- Biological Resources Assessments
- Cultural and Tribal Cultural Resources including AB 52 and SB 18 consultation
- Energy (pursuant to CEQA Guidelines Appendix F)
- Hazards including Aviation Assessments
- Hazardous Materials, including Phase I Environmental Site Assessments

- Drainage Studies
- Water Quality Management Plans
- Land Use and Planning Policy Analyses
- Mineral Resources
- Noise and Vibration Studies
- Population, Housing, and Employment Evaluations
- Public Services and Utilities/Service Systems, including Infrastructure Planning and Design
- Park and Recreational Assessments, including Landscape Plans, Trail Plans, and Park Master Plans

Litigation

Kimley-Horn and its subsidiaries have provided services in all fifty states and numerous countries. Because of the many and varied projects we have completed, we are subject to various legal proceedings from time to time and in the ordinary course of business. It is not practical to provide a complete list as part of this proposal. None of the pending matters, if decided against Kimley-Horn, would have a material impact on our financial statements or impair in any way our ability to serve our clients. Generally, these matters are covered by insurance, and we consider them to be without merit. If you would like to discuss our legal matters in more detail, please contact Kimley-Horn's General Counsel, Richard Cook, at 919.677.2058.

Legal Proceedings in California in the last five years are as follows:

29Twenty Maintenance Association v. Van Daele Development Corp., et al; Los Angeles County, Superior Court of the State of California; Case No. 19STCV13496; filed 2019; alleged economic loss; settled; closed 2020

Vicente Gomez, et al v. Pilot Travel Centers, LLC, et al; Case # CVRI2103878; Superior Court of California, County of Riverside; filed 2021; personal injuries; pending

Brenda Sherriffs v. Kimley-Horn and Associates, Inc., et al: Santa Cruz County Superior Court; Case No. 16CV00335; filed 2016; bicycle accident, personal injuries; settled; closed 2019.

Kimberly Lynn Wright and Ty Juan Montanez v City of Concord; et al; Superior Court of California, County of Contra Costa; Case No. MSC20-01067; filed 2020; served 2022; traffic accident, wrongful death claimed; pending

C. COMPANY PERSONNEL

Key Staff

The Kimley-Horn team has been assembled to meet a comprehensive range of potential CEQA/NEPA and regulatory permitting service needs of the City. Should additional specialized expertise be required, these can be retained through consultation with the City.

When you select a consultant for your project, you are really selecting the people who will provide the right combination of relevant experience, technical competence, local knowledge, passion for the project, and superior skill in successful project delivery with an eye for quality and detail. The key team members we have assembled for this project fit these requirements perfectly. They are seasoned environmental, planning, design, and engineering professionals with a successful track record delivering a variety of project types. The team will be managed by **Kevin Thomas, CEP, ENV SP,** who has more than 38 years of experience in water/wastewater CEQA/NEPA and permitting compliance. The organizational chart below indicates the primary responsibilities of key staff for this as-needed Environmental Services contract. Resumes of key staff are provided in the following pages.

Kimley-Horn's Partnership with subconsultants

Kimley-Horn has partnered on many similar projects with our subconsultants. We have identified the length of our relationships below.

Blackhawk Engineering

Blackhawk Environmental, Inc. is a federally certified Service-Disabled Veteran-Owned Small Business (SDVOSB) and California certified Disabled Veteran Business Enterprise (DVBE) that provides a wide range of cost-effective environmental consulting services in biological & water resources, mitigation management, monitoring & compliance, regulatory agency consulting & negotiations, habitat restoration, CEQA/NEPA analyses, environmental document preparation, noise monitoring and associated disciplines. Established in the City of San Diego in 2012, they serve all of southern California, and beyond. To date, they have completed over 470 unique projects across many sectors, including those involving wastewater facilities and water infrastructure. Blackhawk is a small business with a growing staff and a large network of environmental professionals, firmly dedicated to meeting the goals of their clients in an efficient and thorough manner.

Blackhawk Environmental is currently working with Kimley-Horn on a commercial development project in Victorville, California that involves the proposed development of a restaurant with parking spaces and associated features on land that is currently undeveloped with creosote bush scrub. Technical services include vegetation mapping, comprehensive flora and fauna identification, jurisdictional waters assessment, special-status species habitat analyses, biological report preparation, and focused burrowing owl surveys.

MAT Engineering

MAT Engineering, Inc. offers a comprehensive range of environmental engineering services to their clients. Their team of experts includes air quality and noise/acoustical analysts and specialists with Master of Science degree in the field of environmental engineering who have successfully prepared hundreds of environmental engineering analyses and reports for projects throughout California and crafted mitigation measures to meet and satisfy the standards of the applicable jurisdiction for each project. Their team has extensive knowledge of air quality regulations, modeling techniques, and data collection methodologies that are utilized. MAT Engineering's experience in working with various public agencies, long-standing working relationships, and mutual trust developed over the years with agency staff, Caltrans, and other professionals in the industry, allows them to better assist their clients.

Resumes

We have provided the education, training, licensure, experience, and applicable professional credentials of our project managers, and key personnel on their respective resumes starting on page 21.

Organization Chart

The organization chart on the following page identifies our project manager and key personnel proposed to perform the specified tasks and include major areas of subconsultant work. Our project team is unsurpassed in local knowledge and relevant experience and has been structured to provide strong support to the City's contract manager.

CITY OF BANNING

Project Manager
Kevin Thomas, CEP, ENV SP

CEQA QC/QA
Meghan Karadimos

Environmental
Miles Eaton, PE (IN)
Cameron Bauer

Air Quality, Greenhouse Gas, Energy, Health Risk, and Noise
Ace Malisos
Ryan Chiene
Alex Pohlman, LEED AP

Traffic
Alex Tabrizi, P.E., T.E. [2]
Jason Melchor, P.E.

Cultural Resources
Jessica Mauck, MA, RPA
Jamie Nord, MA, RPA

Biological Resources
Kris Alberts [1]
Seth Reimers [1]

Project Description/ Alternatives
Momcilo "Momo" Savovic, P.E.

Regulatory Permitting
Tim Tidwell, PWS, sUAS

Subconsultants
1. Blackhawk Environmental
2. MAT Engineering, Inc.

Bold = Key Staff



Kevin Thomas, CEP, ENV SP

Project Manager

Kevin has over 37 years of experience in leading teams to support water, wastewater, and other major capital improvement projects for clients throughout Southern California, specializing in the strategic guidance, preparation, and peer review of environmental documents and regulatory permitting programs. Kevin has managed the analysis of major water projects, including water supply master plans, water distribution programs, aquifer and storage recovery projects, and numerous studies for ocean and brackish desalination projects, including alternative siting studies, alternative intake studies, and feasibility studies for projects ranging from small demonstration facilities to regional desalination plants. Several of Kevin's water supply projects included environmental evaluation and permitting compliance for groundwater treatment programs and appurtenant facilities, including arsenic, manganese, uranium, petroleum plume remediation, total dissolved solids (TDS), and other analytes.

Professional Credentials

- Bachelor of Arts, Environmental Engineering, University of California, Los Angeles
- Certified Environmental Professional #99040383
- Envision Sustainability Professional

PROFESSIONAL AFFILIATIONS

- American Water Works Association (AWWA), California and Nevada Desalination Committee, Member
- CalDesal Regulatory Working Group, Chair
- National Association of Environmental Professionals, Member
- Contact number: 951.543.9875

Relevant Experience

- **San Bernardino County, Special Services District On-Call, San Bernardino County, CA** – CEQA/NEPA and Permitting Task Manager
- **Fontana Water Company and City of Fontana, Plant F20 Water Tanks IS/MND, Fontana, CA** – CEQA Principal-in-Charge
- **Montecito Water District, Montecito Desalination Program, Montecito, CA** – CEQA and Regulatory Permitting Task Manager
- **South Coast Water District, Doheny Desalination Project EIR and Regulatory Permitting, Dana Point, CA** – Project Manager
- **South Orange County Wastewater Authority, Coastal Treatment Plant Expansion CEQA Compliance, South Orange County, CA** – Task Leader
- **Western Municipal Water District, Murrieta Master Plans of Water and Sewer IS/MND, Murrieta, CA** – Project Manager
- **Western Municipal Water District, Murrieta North Well Categorical Exemption, Murrieta, CA** – Project Manager
- **City of Fort Bragg, Fort Bragg Desalination Facility Feasibility Study, Fort Bragg, CA** – CEQA/Permitting Task Manager
- **South Orange County Wastewater Authority, San Juan Creek Ocean Outfall State Lands Commission Lease Permitting, South Orange County, CA** – Permitting Principal-in-Charge
- **Mesa Water District, Well Rehabilitation and Automation Project Categorical Exclusions, Costa Mesa, CA** – CEQA Task Manager
- **Golden State Water Company On-Call Environmental Services, Statewide, San Dimas, CA** – Project Manager*
- **Rancho California Water District, Various Water/Wastewater Projects, Temecula, CA** – Task Leader*
- **NPDES Permitting for Several Brackish and Ocean Desalination Facilities, Statewide, CA** – Project Manager*
- **Mojave Water Agency, R3 Project CEQA/NEPA Compliance and Permitting Manager, Apple Valley, CA** – Task Leader*
- **Western Municipal Water District, Murrieta North Well CEQA Compliance, Murrieta, CA** – Task Leader*
- **Santa Margarita Water District, Various Water/Wastewater Projects, Santa Margarita, CA** – Task Leader*
- **Santa Ana Watershed Project Authority, Santa Ana Regional Interceptor (SARI) Pipeline Repairs EIR, Santa Ana, CA** – Project Director*
- **Santa Ana Watershed Project Authority, Chino I Desalter Expansion and Chino II Desalter Subsequent Program EIR, Santa Ana, CA** – Project Director*
- **California American Water Company, Coastal Water Project CEQA and Permitting Compliance, Monterey, CA** – Task Manager*
- **Victor Valley Wastewater Authority, Treatment Plant Expansions, Victorville, CA** – Project Director*

**Prior to joining Kimley-Horn*



Meghan Karadimos

CEQA QC/QA

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental Science, Oregon State University
- Contact #: 951.335.8283

Meghan has 15 years of experience as an environmental analyst/scientist and is responsible for preparing and managing environmental and planning studies for public and private sector clients, under the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). She has experience completing NEPA EAs, EISs, and CEs; CEQA EIRs, IS/MNDs, and CEs; and Caltrans PES forms. Meghan conducts CEQA/NEPA document review and environmental documentation and research, analysis, and writing.

Relevant Experience

- **Coachella Valley Water District, Thousand Palms Channel Project, Indio, CA** – Project Manager
- **Pulte Home Company, LLC, Murrieta Hills Specific Plan Amendment Environment Impact Report, Murrieta, CA** – Environmental Analyst
- **KPC Coachella Specific Plan EIR, Coachella, CA** – Environmental Analyst
- **City of Fontana, Casa Grande Warehouse Project Mitigated Negative Declaration, Fontana, CA** – Environmental Analyst
- **Beaumont Potrero Interchange Industrial Warehouse Environmental Impact Report, Beaumont, CA** – Environmental Analyst
- **Menifee Commerce Center EIR, Menifee, CA** – Task Manager
- **County of San Bernardino, Speedway Commerce Center II Specific Plan Project, San Bernardino County, CA** – Task Manager
- **City of Menifee, Crossroads MND, Menifee, CA** – Environmental Analyst
- **Caltrans PES Form, Kitching Street HSIP Project, Moreno Valley, CA** – Environmental Analyst
- **Caltrans PES Form, Ironwood Avenue Highway Safety Improvement Program (HSIP) Project, Moreno Valley, CA** – Environmental Analyst
- **Environmental Assessment, Farm-to-Market Road (FM) 2514 (Parker Rd) Widening from FM 2551 to East of Lavon Parkway, Cities of Parker, Lucas, Wylie, and Town of St. Paul, Collin County, TX** – Environmental Scientist/PI Task Lead*
- **Categorical Exclusion, FM 2478 Widening from Sam Rayburn Tollway (State Highway [SH] 121) to Stonebridge Drive, Cities of Frisco and McKinney, Collin County, TX** – Environmental Scientist/PI Task Lead*
- **Final Environmental Impact Statement, Trinity Parkway from Interstate Highway (IH) 35E/SH 183 to U.S. Highway (US) 175/SH 310, City of Dallas, Dallas County, TX** – Environmental Scientist*
- **Joint Inspection Report, IH 35E Managed Lanes Project (from IH 635 to US 380), Dallas and Denton Counties, TX** – Environmental Scientist*

**Prior to joining Kimley-Horn*



Miles Eaton

Environmental Co-Lead

PROFESSIONAL CREDENTIALS

- Bachelor of Science, Environmental and Ecological Engineering, Purdue University
- Professional Engineer in Indiana (PE12300823)
- Contact number: 951.346.2857

Miles has approximately five years of experience working with public and private clients providing engineering design and CEQA services ranging in complexity from CEs to EIRs, for a wide range of land use projects including industrial developments, mixed-use developments, utility-scale energy production and storage facilities, municipal infrastructure (roadway, water/wastewater, stormwater capital improvement projects), and others. Miles has provided environmental planning services in Riverside, San Bernardino, Orange, and Ventura Counties. Prior to joining Kimley-Horn, Miles worked as a civil engineer in northwest Indiana providing design consulting services to municipalities and other public clients in the area. Services included being the engineer-in-field during construction, roadway design, water/wastewater conveyance and treatment design, stormwater infrastructure design, stormwater pollution prevention plan design and implementation, regulatory compliance, and capital improvement project feasibility studies, design, and implementation.

Relevant Experience

- **Sansone Group, Banning Commerce Center, Banning, CA** – Assistant Project Manager and Environmental Analyst
- **United Water Conservation District, Coastal Brackish Groundwater Extraction and Treatment Project, Ventura County, CA** – Environmental Analyst
- **Western Municipal Water District, Murrieta Water and Sewer Master Plan Project, Murrieta, CA** – Environmental Analyst
- **Q3 Consulting, Thousand Palms Channel Improvement Project, Indio, CA** – Environmental Analyst
- **City of Menifee, Normandy Road Pedestrian Improvements Project, Menifee, CA** – Environmental Analyst
- **City of Menifee, Nova Power Bank Project, Menifee, CA** – Environmental Analyst and Task Manager
- **Moreno Valley Holdings, LLC, Moreno Valley Mall Redevelopment Project, Moreno Valley, CA** – Environmental Analyst and EIR Task Manager
- **Highland Fairview, World Logistics Center, Moreno Valley, CA** – Environmental Analyst and Entitlements Support
- **Terra-Gen, LLC, Lockhart Solar PV II Project, San Bernardino County, CA** – Environmental Analyst
- **Hillwood, Gateway South Building 9, San Bernardino, CA** – Project Manager
- **Hillwood, Northgate Building 2 and Lot 6, San Bernardino, CA** – Project Manager
- **Hillwood, Speedway Commerce Center II Specific Plan, San Bernardino County, CA** – Environmental Analyst
- **Greystar, Rialto Warehouse Building Project, Rialto, CA** – Entitlements and Environmental Task Manager
- **Town of Hebron, Sanitary Sewer Asset Management Plan, Hebron, IN** – Staff Engineer*
- **Town of Hebron, Veterans Memorial Parkway Trail, Hebron, IN** – Staff Engineer*
- **City of Hobart, Stinky Creek Diversion and Regional Storm Water Project, Hobart, IN** – Staff Engineer*
- **City of Goshen, Goshen Dam Rehabilitation Feasibility Study, Goshen, IN** – Staff Engineer*
- **NORWEJ, Water Main Extension Projects and Drinking Water Treatment, DeMotte, IN** – Staff Engineer*
- **Numerous Communities in Indiana, Community Crossings Matching Grant Roadway Improvement Projects, IN** – Staff Engineer*

**Prior to joining Kimley-Horn*



Achilles (Ace) Malisos

Lead Air Quality, Greenhouse Gas, Energy, Health Risk, and Noise

PROFESSIONAL CREDENTIALS

- Master of Arts, Urban and Regional Planning, University of California, Irvine
- Bachelor of Arts, Environmental Studies, University of California, Santa Cruz
- Bowlby and Associates, Inc., "FHWA Traffic Noise Model 2.5 Training Course", 2012
- Navcon Engineering Network, "SoundPLAN User Training", 2017
- Contact #: 714.705.1380

Ace has over 17 years of experience as an environmental analyst with a specialty in acoustics, air quality, and climate change. Ace is responsible for preparing and managing environmental and planning studies for public and private sector clients, under CEQA and NEPA for a variety of environmental planning projects involving redevelopment, infrastructure, residential, mixed-use, institutional, and commercial uses. Ace is experienced in applying a full analysis methodology per EPA, CARB, Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines. His experience in Air Quality/GHG Assessments includes technical modeling using various state and federally approved programs including the California Emissions Estimator Model (CalEEMod), AERMOD, CALINE4, and EMFAC. He also provides a full range of noise impact analyses for public and private sector clients. Ace utilizes his experience with noise monitoring using Type I rated instruments as well as sophisticated noise modeling using FHWA-RD-77-108, FHWA Traffic Noise Model, and SoundPLAN to develop noise attenuation recommendations where necessary.

Relevant Experience

- **Moreno Valley Mall Revitalization Project, Moreno Valley, CA** – Air Quality/GHG, Health Risk, Energy, and Noise Lead
- **Speedway Commerce Center II Project, San Bernardino, CA** – Air Quality, GHG, Health Risk, Energy, and Noise Lead
- **City of Anaheim, Community Climate Action Plan (CAP), Anaheim, CA** – Air Quality/GHG, Health Risk, Energy, and Noise Specialist
- **City of Murrieta, General Plan Update, EIR, and Climate Action Plan, Murrieta, CA** – Climate Action Plan Specialist*
- **City of Tustin, Red Hill Corridor Specific Plan and EIR, Tustin, CA** – Air Quality/GHG and Noise Specialist
- **University of California, Irvine, Irvine Campus Medical Complex EIR Air Quality and GHG Studies, Irvine, CA** – Air Quality/GHG, Health Risk, Energy, and Noise Lead
- **Intuitive Surgical Corporate Campus Project, Health Risk Assessment and Acoustical Assessment, Sunnyvale, CA** – Technical Lead
- **Jefferson on Avalon Mixed-Use Specific Plan EIR Technical Studies, Carson, CA** – Air Quality, GHG, Health Risk, Energy, and Noise Lead
- **MainPlace Transformation Specific Plan Project, Santa Ana, CA** – Air Quality, GHG, Health Risk, and Noise Lead
- **Koll Center Residences EIR, Newport Beach, CA** – Air Quality, GHG, and Noise Lead
- **Fullerton Climate Action Plan (CAP), Fullerton, CA** – Climate Action Plan Specialist*
- **Upland General Plan Update and EIR, Upland, CA** – Climate Action Plan Specialist*
- **Charlottesville Area Transit (CAT), Facility Design and Zero Emissions Vehicles Feasibility Study,**
- **Charlottesville, VA** – Air Quality/GHG, Health Risk, Energy, and Noise Specialist

**Prior to joining Kimley-Horn*



Alex Tabrizi, PE, TE

Traffic Lead

PROFESSIONAL CREDENTIALS

- 2011, Civil Engineer, CA, 78923
- 2014, Traffic Engineer, CA 2722
- ASCE, On-Site Circulation Design
- ITE, Intersection Safety and Geometric Design - Sight Distance
- SIDRA, Roundabout Analysis

Alex Tabrizi, PE, TE is a licensed civil engineer and licensed traffic engineer in the State of California and serves as the founding president of MAT Engineering, Inc. Mr. Tabrizi has worked professionally in the field traffic engineering and transportation planning/engineering since 2003. He received his bachelors of science degree in civil engineering with an emphasis on structural engineering from the University of California, Irvine.

Mr. Tabrizi has extensive experience in providing transportation planning and engineering consulting services and expertise to a wide range of clients including private sector, land developers, public agencies, various districts of California Department of Transportation (Caltrans), and local governments. Mr. Tabrizi has completed and supervised preparation of hundreds of complex transportation planning and parking demand/ utilization studies with successful track record in providing innovative, cost-effective and practical technical consulting services and solutions for politically sensitive, complex, and unique projects involving numerous stakeholders and requiring to meet accelerated project schedules.

As an Expert consultant to the California Board for Professional Engineers, Land Surveyors, and Geologists, Mr. Tabrizi assists the Board with development, maintenance, and validation of material for the Board's professional licensing examinations. Mr. Tabrizi is also a member of the Traffic Engineering Occupational Analysis Task Force assisting the State's Board of Engineers in determining descriptive information about the tasks performed by Traffic Engineers in the industry and the knowledge standards required to adequately perform those tasks.

Mr. Tabrizi has performed transportation planning studies dealing with various stages of project development, such as signal warrant analysis, circulation analysis, full traffic impact analysis, roundabout analysis and parking studies. He has prepared traffic flow visual simulations combining measured vehicular and pedestrian volumes with aerial imagery to show existing and future traffic circulation for public understanding and discussion. Mr. Tabrizi has also completed a number of transportation engineering and roadway design projects ranging from preparing preliminary studies and reports such as Caltrans Project Reports (PR) and City street improvement concepts to final construction plans, specifications, and cost estimates for Caltrans highway improvement projects.

Mr. Tabrizi is knowledgeable in computer applications for transportation engineering and planning, including, AutoCAD, Microstation with InRoads, Traffix, HCS, Synchro/ SimTraffic, and aaSIDRA.

Relevant Experience

- **City of Aliso Viejo On-Call Services (Aliso Viejo, CA)**
- **City of Costa Mesa On-Call Services (Costa Mesa, CA)**
- **City of Perris On-Call Services (Perris, CA)**
- **Redlands City-Wide Engineering & Traffic Survey (ET&S)**
- **Corona de Mar / Coast Highway Bypass Traffic Review (Newport Beach, CA)**
- **Dover Shores & Mariners Traffic Review (Newport Beach, CA)**
- **Marymount College Facilities Expansion EIR (Rancho Palos Verdes, CA)**
- **Murrieta Hills Residential & Commercial Specific Plan (Murrieta, CA)**
- **Ridgeline Apartments (San Bernardino, CA)**
- **TTM 15731 (Highland, CA)**
- **TTM 19992 (Rancho Cucamonga, CA)**
- **Oxnard Village SP (Oxnard, CA)**
- **Lost Canyons Residential & Golf Club (Simi Valley, CA)**
- **Vantis Live/Work & Apartments (Aliso Viejo, CA)**
- **Palmdale TOD Transit Village (Palmdale, CA)**
- **Fox Plaza Mixed Use Traffic & Parking Analysis (Riverside, CA)**



Jessica Mauck, MA, RPA

Cultural Resources Management

PROFESSIONAL CREDENTIALS

- Master of Arts, Historical Archaeology, University of Leicester, England
- Bachelor of Arts, Anthropology, University of California, Los Angeles
- Registered Professional Archaeologist (2015 -Present)
- Society for American Archaeology Desert Renewable Energy Conservation Plan (DRECP) Task Force Chair (2021-2023)
- CALFIRE Native American Advisory Council (2019-2023)
- Caltrans Native American Advisory Council (2022-2023)
- Contact number: 951.888.8960

Jessica has more than 10 years of experience focused on California cultural resources management with a focus in historic preservation and heritage stewardship. Due to her background working for federal and tribal Government, she has a robust background in effective communication between diverse groups of stakeholders and maintains a strong understanding of complex subject matters related to historic preservation and environmental law. She has been responsible for all aspects of fieldwork, technical reporting, and consultation for compliance with federal and California historic preservation and environmental law. She meets Secretary of Interior (SOI) Professional Qualifications in Archaeology, History, and Architectural History and is listed in the Register of Professional Archaeologists.

Relevant Experience

- **San Pasqual Band of Mission Indians, Community Sewer System Project, Historic Property Inventory (NEPA/NHPA), San Pasqual Reservation, CA** – Principal Investigator
- **Pala Band of Mission Indians, Comprehensive Land Use Plan, Pala Reservation, CA** – Community Outreach (Lead), Baseline Assessment Report (Contributing Author), CLUP (Contributing Author)
- **Bureau of Land Management, BLM Land Sale Project, Historic Properties Inventory and Evaluation Report (NEPA/NHPA), Barstow, CA** – Principal Investigator/Sole Author
- **City of Banning, Banning Commerce Center, Paleontological Resources Assessment (CEQA), Banning, CA - Principal Investigator**
- **City of Murrieta, Carmax Expansion Project, Cultural Resources Assessment (CEQA), Murrieta, CA** – Principal Investigator/Sole Author
- **City of Menifee, Cimmaron Ridge Project, Cultural Resources Assessment (CEQA), Menifee, CA** – Principal Investigator/Sole Author
- **City of Perris, Lowes Parking Lot Project, Cultural Resources Assessment and Paleontological Resources Assessment (CEQA), Perris, CA** – Principal Investigator/Sole Author
- **City of Colton, 2245 West Valley Boulevard Project, Cultural Resources Assessment (CEQA), Colton, CA** – Principal Investigator/Sole Author
- **City of San Juan Capistrano, San Juan Plaza Project, Cultural Resources Assessment (CEQA), San Juan Capistrano, CA** – Principal Investigator
- **City of San Clemente, Recycled Waters Improvement Project, Historic Properties Inventory (NEPA/NHPA), San Clemente, CA** – Principal Investigator
- **City of San Clemente, Avenida Cordoba/Via Avila Storm Drain Improvements Project, Historic Properties Inventory (NEPA/NHPA), San Clemente, CA** – Principal Investigator
- **City of San Clemente, Sea Cliff Boutique Motel and Restaurant Project, Historical Resources Technical Report (CEQA/SOI Rehab Compliance), San Clemente, CA** – Peer Review Memorandum
- **City of Burbank, Serverfarm Burbank Project, Cultural Resources Inventory and Evaluation Report (CEQA), Burbank, CA** – Principal Investigator/Sole Author
- **City of Barstow and County of San Bernardino, BNSF BIG Barstow, Paleontological Resources Assessment (CEQA & NEPA/NHPA) and Cultural/Tribal Cultural Resources Coordination (CEQA & NEPA/NHPA), Barstow, CA** – Cultural, Tribal, and Paleontological Resources Lead
- **Metrolink, Balboa Double Track Extension Project, Los Angeles County, CA** – Cultural Resources Monitoring Plan (CRMP) – Sole Author



Kris Alberts

Lead Biological Resources

Kris Alberts is the Principal Biologist and Vice President of Blackhawk Environmental. He is a well-rounded biologist, environmental consultant, project manager, botanist, water resources and compliance specialist with over 27 years of experience and numerous state and federal permits. His comprehensive background includes many endangered and sensitive species surveys, flora and fauna surveys, large and small project management, excellent writing capabilities, wetland and native habitat restoration, jurisdictional delineations, SWPPP/BMP implementation, environmental compliance, regulatory agency consultations, CEQA/NEPA documentation and creative mitigation approaches. His people skills, adaptability, intuition, resourcefulness and leadership through positive reinforcement invariably lead to project success. He has been directly responsible for saving millions of dollars of mitigation on several projects and is well respected for his sensibilities toward simultaneously satisfying project goals, regulatory agency requirements and species conservation.

PROFESSIONAL CREDENTIALS

- USFWS Permit TE-039640-5 -2000-present
- California Gnatcatcher
- Southwestern Willow Flycatcher
- Fairy Shrimp
- Quino Checkerspot Butterfly
- Arroyo Toad Handler -USFWS Approved 2010-present
- Least Bell's Vireo and California Gnatcatcher Nest Monitor -USFWS Approved 2001-present
- CEQA Consultants Rotation List -County of San Diego, 2013-present
- CDFW Memoranda of Understanding
- CDFW Scientific Collecting Permit #SC-192940005 -2007-present
- Brown-Headed Cowbird Trapping
- BLM Flat-tailed Horned Lizard Handler -2011-present
- Desert Tortoise Council Survey Techniques Workshop -Certified 2007
- Wetland Training Institute USACE Wetland Delineator Training -Certified, 2007
- Belk Vernal Pool Branchiopods Natural History and Identification Training –2018
- 40-Hour HAZWOPER -2020-present
- Strategic Growth Planning for Entrepreneurs - SDSU Lavin Entrepreneurship Center, 2013
- BS, Natural Resources and Environmental Sciences, May 1996
- University of Illinois at Urbana/Champaign

Relevant Experience

- **Pacifica Cottonwood Residential Development Project, sub to EPD Solutions, Moreno Valley, Riverside County, CA** – Principal Biologist / Project Manager. This Project involved a proposed residential development with roadways, entrances, infrastructure and landscaping on 18 acres of vacant land in Moreno Valley. The Project also included channel improvements to a jurisdictional drainage feature. Conducted a literature review, focused burrowing owl burrow survey, baseline biological resources inventory, GIS analysis, sensitive species suitability analysis, vernal pool/riparian/riverine presence/ absence survey, photo-documentation and jurisdictional waters delineation of the Project site, per Western Riverside County MSHCP guidelines in 2021 and 2022. Prepared a Habitat Assessment Report (HAR) per MSHCP guidelines that included burrowing owl and jurisdictional delineation survey results, along with a Determination of Biologically Equivalent or Superior Preservation (DBESP) report to mitigate for jurisdictional waters impacts.
- **Brodiaea Avenue Commercial Development Site Project, sub to EPD Solutions, Inc., Moreno Valley, Riverside County, CA** – Principal Biologist / Project Manager. This Project involved the buildout of a commercial warehouse facility with associated parking, loading docks, offices, landscaping and other features on 6.71 acres of disturbed, vacant land in Moreno Valley, CA. Conducted a literature review, focused burrowing owl burrow survey, baseline biological resources inventory, GIS analysis, sensitive species suitability analysis, vernal pool/riparian/riverine presence/ absence survey, photo-documentation and jurisdictional waters assessment of the Project site, per Western Riverside County MSHCP guidelines in 2016. Prepared a Habitat Assessment Report (HAR) per MSHCP guidelines that included burrowing owl survey results.
- **Tige Watersports Commercial & Retail Development Project, Private Landowner, Lake Elsinore, Riverside County, CA** – Principal Biologist / Project Manager. This Project was proposed for the construction of a light industrial and retail facility on a previously graded and vacant pad to customize and sell motorboats in Lake Elsinore, CA. Conducted a literature review, focused burrowing owl burrow surveys, focused rare plant survey, baseline biological resources inventory, GIS analysis, sensitive species suitability analysis, vernal pool/riparian/riverine presence/absence survey, photo-documentation and jurisdictional waters assessment of the Project site, per Western Riverside County MSHCP guidelines in 2017. Prepared a Habitat Assessment Report (HAR), Focused Burrowing Owl Survey Report and Focused Rare Plant Survey Report per MSHCP guidelines. Worked directly with Riverside County and Lake Elsinore staff to address all mitigation measures and design features to facilitate the project while minimizing and avoiding impacts to adjacent open space riparian habitat.



Seth Reimers

Lead Biological Resources

Seth Reimers is a Senior Biologist and the President of Blackhawk Environmental. He is a decorated United States Army officer that transitioned to a career in environmental consulting in 2008. He is highly motivated to leverage diverse environmental consulting experience and numerous achievements acquired during his military career to provide biological services in resolving challenges found in the environmental consulting industry. Qualifications include over 15 years of experience in environmental consulting, a BS in Wildlife Ecology and Conservation, graduation of several military leadership and management courses, comprehensive flora and fauna survey experience, innovative environmental compliance implementation, and direct, decisive leadership and project management.

PROFESSIONAL CREDENTIALS

- USFWS Permit TE-80703A-2 – 2013- present
  - California Gnatcatcher
  - Quino Checkerspot
  - Butterfly
- CDFW Scientific Collecting Permit #SC-190080009 -2020-present
- CDFW/BLM Flat-tailed Horned Lizard Handler – 2010 to present
- Richard Chinn USACE Wetland Delineator Training – Certified, 2013
- Southern Sierra Research Station Southwestern Willow Flycatcher Training –2011
- Desert Tortoise Council Survey Techniques and Handling Workshop – 2009
- 24-Hour HAZWOPER Certified – 2019 to Present
- BS, Wildlife Ecology and Conservation December 2004 Northwest Missouri State University

Relevant Experience

- **Rancho Highlands Residential Subdivision Development Project, Temecula, Riverside County, CA** – RTA Rancho Highlands, LLC., Biologist. This Project is part of a multi-phased residential subdivision development project in the City of Temecula, CA. Completed a Western Riverside County MSHCP Habitat Assessment Report (HAR), Habitat Acquisition Negotiation Strategy (HANS), Determination of a Biologically Equivalent or Superior Plan (DBESP), literature review, focused burrowing owl burrow surveys and report, baseline biological resources inventory, GIS analysis, sensitive species suitability analysis, vernal pool/riparian/riverine presence/absence survey, photo-documentation, jurisdictional delineation and report and project management tasks in 2018.
- **Pacifica Cottonwood Residential Development Project, sub to EPD Solutions, Moreno Valley, Riverside County, CA** – Senior Biologist. This Project involved a proposed residential development with associated roadways, entrances, infrastructure and landscaping on approximately 18 acres of disturbed, vacant land in Moreno Valley. The Project also included channel improvements to the adjacent, man-altered, jurisdictional drainage feature. Conducted a literature review, focused burrowing owl burrow survey, baseline biological resources inventory, GIS analysis, sensitive species suitability analysis, vernal pool/riparian/riverine presence/absence survey, photo-documentation and jurisdictional waters delineation of the Project site, per Western Riverside County MSHCP guidelines in 2021 and 2022. Prepared a Habitat Assessment Report (HAR) per MSHCP guidelines that included burrowing owl and jurisdictional delineation survey results, along with a corresponding Determination of Biologically Equivalent or Superior Preservation (DBESP) report to mitigate for jurisdictional waters impacts.
- **Murrieta Hospitality Commons Project, sub to Athena Environmental, Murrieta, Riverside County, CA** – Senior Biologist. Mr. Reimers conducted a Western Riverside County MSHCP Consistency Analysis, habitat assessment, vegetation community mapping, and evaluation of potential for occurrence of sensitive resources, focused burrowing owl surveys. Mr. Reimers also delineated riparian/riverine areas and completed the jurisdictional assessments. Mr. Reimers was responsible for the Habitat Assessment Report preparation and drafted the mitigation measures used for the Project.
- **Delsa Homes 21 Lots, sub to EPD Solutions Menifee, Riverside County, CA** – Senior Biologist. This project proposed a suburban residential development on vacant land. Mr. Reimers conducted a Western Riverside County MSHCP Consistency Analysis, habitat assessment, vegetation community mapping, and evaluation of potential for occurrence of sensitive resources, focused burrowing owl surveys. Mr. Reimers was responsible for the Habitat Assessment Report preparation and drafted the mitigation measures used for the Project.



Momcilo (Momo) Savovic, P.E.,CCM

Project Description/Alternatives

PROFESSIONAL CREDENTIALS

- Master of Engineering, Environmental Engineering, University of Alberta
- Master of Science, Mechanical Engineering, University of Sarajevo
- Bachelor of Science, Mechanical Engineering, University of Sarajevo
- Professional Engineer in California #M32229; Washington #38468; and Alberta, Canada #M54851
- Certified Construction Manager #1713
- Professional Asset Manager, Alberta, Canada
- Contact #: 619.272.7111

Momo is a program manager responsible for water resources projects, including planning, design development, calculations, presentations, and overall project development. His duties include leading and mentoring project teams and facilitating growth and collaboration with the rest of the firm's water group. With experience in consulting engineering, Momo's 35 years of experience encompasses project management; process/ mechanical engineering; infrastructure evaluation and assessment; and construction management services for a variety of water and wastewater projects, including potable and reclaimed water lines, sewer mains, potable and non-potable pump stations, wells, reservoirs, and water and sewage treatment plants.

Relevant Experience

- **WMWD, 2022-23 Design of Pipeline Sections, Riverside County, CA** – Project Manager.*
- **EVMWD, Summerly Recycled Water Pipeline System (Segment II), Lake Elsinore, CA** – Project Manager.*
- **Valley Center Municipal Water District (VCMWD), Valley Center Pipeline Replacement, Valley Center, CA** – Project Engineer.*
- **VCMWD, Cole Grade Road and Valley Center Road Intersection Pipeline, Valley Center, CA** – Project Engineer.*
- **Mission Springs Water District, Skyborne Development Management Services, Desert Hot Springs, CA** – Construction Manager.*
- **Eastern Municipal Water District (EMWD), Dunlap Road Recycled Waterline Replacement, Temecula, CA** – Project Manager.*
- **EMWD/Rancho California Water District (RCWD), Nicolas Road Waterline Relocations, Temecula, CA** – Project Manager.*
- **West Valley Water District (WVWD), I-10/Cedar Waterline Relocation, San Bernardino County, CA** – Project Manager.*
- **Beaumont-Cherry Valley Water District, Potable Water Main Replacements, Beaumont, CA** – Project Manager.*

**Performed prior to joining Kimley-Horn*



Tim Tidwell, PWS

Regulatory Permitting

Tim assists in the preparation of environmental and planning studies for public and private sector clients. He is extensively involved with Section 404, 401, and 1602 permit processing through the U.S. Army Corps of Engineers, Regional Water Quality Control Boards, and the California Department of Fish and Wildlife respectively. He also routinely coordinates with the California Coastal Commission to obtain Coastal Development Permits for those projects within the Coastal Zone. Tim also routinely leads field delineations of jurisdictional waters/wetlands and he also provides environmental analysis in accordance with CEQA and NEPA.

PROFESSIONAL CREDENTIALS

- Master of Science, Geographic Information Systems, California State University, San Diego
- Bachelor of Arts, Geographic Information Science, California State University, San Diego
- Federal Aviation Administration Part 107 Small Unmanned Aircraft System (sUAS) Pilot
- Professional Wetland Scientist (#3464), Society of Wetland Scientists Professional Certification Program
- CRAM for Riverine Wetlands-
- Certified Practitioner, California, 2016
- Contact #: 657.208.6964

Relevant Experience

- **University of California Irvine, UCI Hydrogen Station Project, Irvine, CA** – Regulatory Specialist*
- **Orange County Sanitation District, Bay Bridge Pump Station and Force Mains Replacement Project, Newport Beach, CA** – Regulatory Specialist*
- **Orange County Public Works, Regional General Permit Mapping/Long Term Maintenance, Orange County, CA** – Regulatory Specialist*
- **Harbor Island Community Association, Harbor Island Bridge Retrofit Project, Newport Beach, CA** – Regulatory Specialist/Task Lead*
- **City of Victorville Public Works Department, City-wide Environmental Maintenance Permits for Ephemeral Washes Project, Victorville, CA** – Regulatory Specialist/Project Manager*
- **Lockheed Martin Aeronautics Company, Lockheed Martin Plant 10 Specific Plan, Palmdale, CA** – Regulatory Specialist*
- **TRG Land, Inc., Travertine Development Project, La Quinta, CA** – Regulatory Specialist/Project Manager*
- **Santa Clara Valley Water District, Lake Cunningham Flood Detention Facility Certification Project, San Jose, CA** – Environmental Planner*

**Prior to joining Kimley-Horn*



Cameron Bauer

Environmental Support

Professional Credentials

- Master, City and Regional Planning, California Polytechnic State University, San Luis Obispo
- Bachelor of Science, Environmental Management & Protection, Concentration in Watershed Management and Hydrology, California Polytechnic State University, San Luis Obispo
- Contact #: 951.346.2596

Cameron has professional experience in environmental planning in accordance with CEQA, including professional experience in GIS. Her combined skillset in environmental management, city planning, and GIS enables her to assist on a broad range of projects as well as to write well-informed environmental documents backed by GIS data. Cameron provides CEQA compliance review and environmental documentation, in addition to research, analysis, and writing. Cameron has contributed to various projects for clients from both the private-sector and the public-sector. She has provided environmental analysis for residential, industrial, and commercial projects in the counties of San Bernardino, Riverside, Orange, and Los Angeles.

Relevant Experience

- **Confidential, Confidential Railway and Industrial Project Environmental Impact Report (EIR) and Feasibility Analysis, CA** – Environmental Analyst, GIS Specialist
- **KPC Development Company, LLC, Coachella Specific Plan Project, Coachella, CA** – Environmental Analyst, GIS Specialist
- **Hillwood Investment Group, Speedway Commerce Center II Specific Plan, Irwindale, CA** – Environmental Analyst, Environmental Justice Outreach
- **South Coast Water District, Doheny Desalination Plant Project, Dana Point, CA** – Environmental Analyst



Ryan Chiene

Air Quality, Greenhouse Gas, Energy, Health Risk and Noise

Professional Credentials

- • Bachelor of Science, City and
- Regional Planning, California
- Polytechnic State University, San Luis Obispo
- Contact #: 714.705.1343

Ryan has over 11 years of experience as an environmental analyst with a specialty in acoustics, air quality, and climate change. Ryan is responsible for preparing and managing environmental and planning studies for public and private sector clients, under CEQA and NEPA for a variety of environmental planning projects involving redevelopment, infrastructure, residential, mixed use, institutional, industrial, and commercial uses. He also has experience preparing Visual Impact Assessments and Hazardous Materials analyses for various environmental planning projects. Ryan is experienced in applying a full analysis methodology per EPA, CARB, Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines. His knowledge in Air Quality/Greenhouse Gas Assessments includes technical modeling experience using various state and federally approved programs including the California Emissions Estimator Model (CalEEMod), AERMOD, CALINE4, EMFAC, and RCEM. He also provides a full range of noise impact analyses for public and private sector clients. Ryan utilizes his experience with noise monitoring using Type I rated instruments as well as sophisticated noise modeling using FHWA-RD-77-108, Traffic Noise Model 2.5, and SoundPLAN to develop noise attenuation recommendations where necessary.

Relevant Experience

- **SCVTA, US 101/SR 25 Interchange Improvements, Santa Clara, CA** – Environmental
- **SDOT, Seattle Transportation Plan, Seattle, WA** – Project Planner
- **University of California Irvine, UCI Facilities Management Relocation Noise, Irvine, CA** – Project Planner
- **City of Menifee, Northern Gateway Commerce, Menifee, CA** – Project Planner
- **City of Fontana, Sierra/Casa Grade Warehouse EIR, Fontana, CA** – Project Planner



Alex Pohlman

Air Quality, Greenhouse Gas, Energy, Health Risk and Noise

Professional Credentials

- Master of Science, Environmental Engineering, National University
- Bachelor of Fine Arts, Graphic Design, California State University, Fullerton
- EIT # 12784-61834
- Contact #: 951.382.0962

Alex Pohlman has over twelve years of experience working with different public agencies, cities and counties. He has prepared CEQA and NEPA documents as well as technical studies for air quality analysis, greenhouse gas emission reports, and acoustical analysis. In addition, as part of the FEMA CERC program he has reviewed Hazard Mitigation Plans for FEMA Region I and prepared Risk Assessment Reports for FEMA Region X. He also has extensive knowledge of GIS and has performed endangered species mapping, hydrological mapping, and LIDAR data processing.

Relevant Experience

- **9th Street and Vineyard Avenue Warehouse Project, Rancho Cucamonga, CA** – Environmental Analyst
- **Almond Avenue Warehouse Project, San Bernardino County, CA** – Environmental Analyst
- **Rosecrans Avenue Project, Gardena, CA** – Environmental Analyst
- **Olive Avenue Development, Rialto, CA** – Environmental Analyst
- **I-15 Logistics Center, Fontana, CA** – Environmental Analyst*



Jason Melchor, P.E.

Traffic Support

Professional Credentials

- Bachelor of Science, Civil Engineering (Specialization in Transportation), University of
- California, Irvine Professional Civil Engineer in California #65218
- Contact #: 714.705.1331

Jason brings 24 years in traffic engineering and transportation planning. He has worked with clients in Riverside County on a multitude of design projects including extensive involvement with Caltrans District 8. This includes Caltrans format traffic operations studies and design for traffic signals, signing and striping, traffic control, street lighting, signal interconnect and ITS designs. Jason's background includes Synchro Simulation and multi-period traffic analysis consistent with Caltrans District 8 requirements for the Traffic Operations Analysis Report (TOAR). In addition, Jason provides the traffic element designs consistent with the approved TOAR and Caltrans requirements, including complex traffic signals.

Relevant Experience

- **City of Beaumont, I-10/Pennsylvania Avenue Corridor PA/ED and PS&E, Beaumont, CA (District 8)** – Traffic Lead
- **County of Riverside, I-10/Sunset Avenue Interchange (PA/ED, PS&E), Banning, CA (District 8) - Traffic Operations and Design**
- **City of Corona, SR 91/McKinley Street Interchange Improvements PA/ED and PS&E, Corona, CA (District 8)** – Traffic Lead
- **City of Moreno Valley, I-215 at Cactus Avenue PSR Interchange Improvements, Moreno Valley, CA (District 8)** – Traffic Lead
- **County of Riverside, Mission Boulevard Bridge Replacement, Riverside, CA (District 8)** – Traffic Lead
- **County of Riverside, Horizontal Curve Assessment, Riverside County, CA (District 8)** – Project Engineer
- **City of Cathedral City, Professional Engineering Services for Date Palm Drive and Varner Road Safety Improvements, Cathedral City, CA** – Project Engineer
- **City of Rancho Mirage, Design of Traffic Signal Interconnect Improvements City Projects, Rancho Mirage, CA** – Project Engineer
- **City of Rancho Mirage, Citywide Traffic Signal Equipment and Infrastructure Assessment Study, Rancho Mirage, CA** – Project Engineer



Jamie Nord, MA, RPA

Cultural Resources

Jamie is a cultural resources management professional with five years of experience in archeological fieldwork, archaeological collections management, historic preservation regulatory compliance, tribal consultation, and public education. Jamie has worked in both public and private sectors, conducting archaeological fieldwork under state and federal laws. Jamie worked for a tribal government where she oversaw numerous archaeological investigations and conducted robust consultation with numerous parties. Also, Jamie has worked for various museums, labs, and archives and gained a strong research and analysis background.

PROFESSIONAL CREDENTIALS

- Register for Professional Archaeologists (#5502)
- Meets the Secretary of Interior's Professional Qualification Standards in Archeology
- Master of Arts, Applied Archaeology, California State University, San Bernardino
- Bachelor of Arts, Anthropology, University of Redlands
- Contact number: 951-345-2543

Relevant Experience

- **Inglewood Associates, Morningside School Site Residential Project, Inglewood, CA** – Archaeologist and Author
- **San Bernardino County Regional Parks Department, Camp Switzerland Lift Station Project, Crestline, CA** – Archaeologist and Author
- **Riverside County Regional Park and Open-Space District, Kabian Memorial Park Improvements Project, Perris, CA** – Archaeologist and Author
- **Kingdom Development, Linwood Rose Project, Moreno Valley, CA** – Archaeologist and Contributing Author
- **City of Menifee, Ethanac Business Park Project, Menifee, CA** – Archaeologist and Author
- **Shea Properties, Anaheim Hills Festival Project, Anaheim, CA** – Archaeologist and Author
- **BNSF Railway, High Desert Operational Efficiency Project, San Bernardino County, CA** – Archaeologist and Contributing Author
- **City of Chula Vista, Telegraph Canyon Channel Improvements Project, Chula Vista, CA** – Archaeologist and Lead Author
- **City of Moreno Valley, Merwin Property Project, Moreno Valley, CA** – Archaeologist and Lead Author

D. DISCLOSURE

To the best of our knowledge, Kimley-Horn does not have any past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. In the interest of disclosure, we have provided a list of current and past projects with the City. None of the listed projects conflict with the proposed on-call contract with the City.

Past and Current Projects:

- City of Banning, On-Call Engineering Services
- City of Banning, Hargrave Street Grade Separation
- RCTD, I-10 Bypass
- RCTD, I-10/Sunset Avenue Grade Separation
- Morongo Band of Mission Indians, Morongo Casino and Resort Parking Structure Layout
- Rancho San Gorgonio, LLC, Caltrans Support
- Carvana, LLC, Carvana Banning
- Wal-Mart Stores, LLC, Sams Banning
- Family Dollar Stores, Inc., Family Dollar Store West Ramsey
- Messenger Investment Co., Messenger Industrial Park Banning Airport

E. EXPERIENCE AND REFERENCES

Kimley-Horn is a full-service engineering, planning, and environmental consulting firm providing services to both public and private sector clients nationwide for over 57 years. Kimley-Horn has not filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefits of creditors in the last 10 years.

References

Client Contact: Marc Serna, P.E. District Engineer, South Coast Water District

31592 West Street, Laguna Beach, CA 92651
949-499-4555
mserna@scwd.org

Project: Doheny Ocean Desalination Project

Services Provided: EIR, CEQA Plus, NEPA Support, Regulatory Permitting

January 2016 - Present

Client Contact: DJ Moore, Outside Legal Counsel, Latham Watkins

355 South Grand Avenue, Suite 100, Los Angeles, CA 90071
213-891-7758
Dj.moore@lw.com

Project: California American Water, Monterey Peninsula Water Supply Project

Services Provided: Environmental Assessment, Regulatory Permitting Support

2004 - Present

Client Contact: Amber Boone, M.S., M.P.A., BCES, Director of Environmental Compliance, South Orange County Wastewater Authority

24156 Del Obispo St., Dana Point, CA 92629
949-234-5409
amberb@socwa.com

Project: SOCWA San Juan Creek Ocean Outfall

Services Provided: EIR/permitting, Permitting, Coastal Treatment Plan Expansion Categorical Exemption

January 2016 - Present

Project Experience

Kimley-Horn has been providing planning and engineering services to public agencies for more than 57 years, 35 of which have been spent serving California clients. We are well-equipped to address all aspects of this project to see it through successful completion. On the following pages, we have highlighted our experience in areas relevant to this project.

South Coast Water District, Doheny Ocean Desalination Project EIR and Regulatory Permitting, Dana Point, CA

Kimley-Horn staff are responsible for a wide range of CEQA/NEPA, technical study, and regulatory permitting for this complex, high priority District project. The Kimley-Horn team led the successful completion of the Project's Final Environmental Impact Report (EIR) and also led the recent highly successful effort at obtaining the Project's Coastal Development Permit. Project Manager Kevin Thomas has also led the federal consultation process with the U.S. Bureau of Reclamation (SHPO 106 consultation, NOAA NMFS Section 7 and EFH consultation, USFWS Section 7 consultation), and supported District staff in submitting applications for various state and federal grant funding and low interest loans. Through this work effort, the Kimley-Horn team also led the regulatory permitting process with the State Lands Commission (for three separate lease applications), and provided key technical support for the successful acquisition of the Regional Water Quality Control Board NPDES Permit and Water Code Determination. Kimley-Horn is working closely with District staff and state agencies in various nuanced aspects of the environmental permitting process, including tribal consultation, stakeholder outreach, and disadvantaged communities.

Mesa Water District, Well Automation and Rehabilitation Project, Costa Mesa, CA

Kimley-Horn has provided CEQA compliance assistance to Mesa Water District for various projects. While at MBI, Kevin Thomas assisted with the District's Well Automation and Rehabilitation Project, and this support continued when Kevin joined Kimley-Horn. The Project included rehabilitation of clear wells 1, 3, 5, and 7 due to historic poor performance. Kevin Thomas was brought in to provide critical path CEQA compliance assistance for this $10 million capital improvement project. The design engineer's original CEQA consultant recommended a long series of field studies and formal Initial Studies for each of the four sites, representing more than six months in schedule delay and over $100,000. Kevin was brought in to assess the projects, and worked closely with the design engineer and District staff to do a quick field assessment and then prepare Categorical Exemptions for each of the four sites, with the total cost of less than $10,000 and the entire process completed in a matter of weeks.

Western Municipal Water District, Murrieta Water/Sewer master Plans MDS, Riverside, CA

Kimley-Horn provided CEQA compliance and entitlements support for the District's capital improvement project master plans for water and sewer utilities. Kimley-Horn staff were responsible for drafting of an Initial Study/Mitigated Negative Declaration and entitlement support throughout the duration of the Project. The Project consisted of various planned water and sewer infrastructure projects on a programmatic level.

South Orange County Wastewater Authority, Aliso Creek Ocean Outfall State Lands Lease Support, Dana Point, CA

Kimley-Horn has provided regulatory permitting assistance to the South Orange County Wastewater Authority for the Aliso Creek Ocean Outfall. Kimley-Horn is responsible for providing permitting assistance to the South Orange County Wastewater Authority by helping prepare a lease application to the California State Lands Commission for the Aliso Creek Ocean Outfall.

Moulton Niguel Water District (MNWD), Plant 3A Upgrade Project, Laguna Hills, CA

The MNWD proposes to expand their Plant 3A's recycled water production and divert more wastewater to Plant 3A. The Project would implement various upgrades, repairs, and replacements to electrical and other systems that would rehabilitate the solids handling facilities and re-establish the desired level of service and redundancy of the solids handling processes. The proposed Project improvements would occur within the existing plant footprint, except the proposed electrical powerline relocation would occur immediately adjacent. Kimley-Horn's services included an Initial Study/Mitigated Negative Declaration (IS/MND) and supporting technical studies, and surveys, and strategizing on multiple design alternatives.

UWCD, CEQA Documentation for the Coastal Brackish Groundwater and Treatment Project, Oxnard, CA

Kimley-Horn supported GEI and the District to provide NEPA Compliance, CEQA Services, and Regulatory Permitting.

Additional Related Experience

- **Chino Basin Desalter Authority, Chino I Expansion and Chino II Desalter Subsequent EIR, Chino Basin, CA**
- **County of San Bernardino, Clean Water Factory Program Draft EIR, San Bernardino, CA**
- **EVMWD, Waite Street Pipeline and Reservoir IS/MND, Lake Elsinore, CA**
- **Fallbrook Public Utilities District, Recycled Water Line IS/MND, Fallbrook, CA**
- **Orange County Sanitation District, Carbon Canyon Dam Sewer Replacement Project IS/MND, Orange County, CA**
- **Santa Ana Watershed Project Authority, Arlington Desalter Expansion IS/MND, Santa Ana, CA**
- **Santa Ana Watershed Project Authority, SARI Pipeline Repair/Replacement EIR, Santa Ana, CA**
- **South Orange County Wastewater Authority, Coastal Treatment Plant Expansion Categorical Exemption, Dana Point, CA**
- **Victor Valley Wastewater Treatment Authority, VVWRA Treatment Plant Expansion IS/MND, Victor Valley, CA**
- **Western Municipal Water District, Murrieta Master Plans of Water and Sewer IS/MND, Murrieta, CA**

F. PRICE PROPOSAL

Submitted Separately





CONTACT:

KEVIN THOMAS

Kevin.Thomas@kimley-horn.com 951.543.9875

3801 University Avenue, Suite 300
Riverside, CA 92501

www.kimley-horn.com

Kimley»Horn

Expect More. Experience Better.

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CITY OF BANNING

Environmental Compliance Services for the Wastewater Treatment Plant Upgrades

		Kimley-Horn and Associates, Inc.											
	Category/Title	Sr. Professional II	Sr. Professional II	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst II	Analyst I	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Billing Rate	$410	$350	$315	$255	$230	$200	$175	$160	$150	$110		
Task 1	**Project Management and Coordination**	**8**					**72**					**80**	**$ 17,680**
1.1	Project Initiation and Kick-Off Meeting	2					10					12	$ 2,820
1.2	Project Management and Coordination	6					62					68	$ 14,860
Task 2	**Project Description**	**2**	**1**				**14**			**1**		**18**	**$ 4,120**
2.1	Project Description	2	1				14			1		18	$ 4,120
Task 3	**Technical Studies and Assessments**			**4**	**59**	**28**	**126**		**1**			**218**	**$ 48,105**
3.1	Air Quality Assessment			1	13		40					54	$ 11,630
3.2	Greenhouse Gas Emissions Analysis			1	6		20					27	$ 5,845
3.3	Noise and Vibration Analysis			1	14		44		1			60	$ 12,845
3.4	Energy Analysis			1	4		22					27	$ 5,735
3.5	Cultural Resources Assessment				22	28						50	$ 12,050
3.6	Western Riverside County MSHCP Habitat Assessment Report (See Other Direct Costs Below - Blackhawk Environmental)												$ -
3.7	MAT Engineering - Trip Generation Memorandum and VMT Screening (See Other Direct Costs Below - MAT Engineering)												$ -
Task 4	**Initial Study / Mitigated Negative Declaration**	**16**	**2**	**2**	**32**	**10**	**95**		**100**	**38**	**36**	**331**	**$ 63,010**
4.1	Administrative Draft IS/MND	4	2	2	12	10	30		60	20	6	146	$ 27,590
4.2	Alternatives Analysis	2			2		15		10	2	2	33	$ 6,450
4.3	Revised Administrative Draft IS/MND	2			4		10		20			36	$ 7,040
4.4	Draft IS/MND	2			4		10		10	6	16	48	$ 8,100
4.5	Distribution and Noticing	1			1		4			2	12	20	$ 3,085
4.6	Response to Public Comments	2			4		10			4		20	$ 4,440
4.7	Final IS/MND	2			4		10			4		20	$ 4,440
4.8	Mitigation Monitoring and Reporting Plan	1			1		6					8	$ 1,865
Task 5	**Public Hearings and Notice of Determination**	**6**					**10**			**1**		**17**	**$ 4,610**
5.1	Public Hearings	6					6					12	$ 3,660
5.2	Notice of Determination						4			1		5	$ 950
Task 6	**Regulatory Permitting Matrix**					**12**				**4**	**2**	**18**	**$ 3,580**
6.1	Permit Tracking Matrix					12				4	2	18	$ 3,580
	TOTAL HOURS	**32**	**3**	**6**	**91**	**50**	**317**		**101**	**44**	**38**	**682**	
	Subtotal Labor:	$13,120	$1,050	$1,890	$23,205	$11,500	$63,400		$16,160	$6,600	$4,180		$ 141,105
	Other Direct Costs												**$ 23,907**
	Labor Escalation												$ 6,367
	Noise and Vibration Analysis												$ 300
	Cultural Resources												$ 1,000
	NOD Filing Fee												$ 3,489.55
	MAT Engineering (Traffic)												$ 4,950
	Blackhawk Environmental (Biological Resources)												$ 7,800
	TOTAL COST:												**$ 165,012**

	Optional Tasks												
Task O	**Optional Tasks**				**14**	**6**						**20**	$ 4,950
O.1	Cultural Consultation / Coordination Support				14	6						20	$ 4,950
O.2	Blackhawk Environmental - Focused Burrowing Owl Surveys and Report (See Optional Other Direct Costs below)												$ -
O.3	Blackhawk Environmental - Focused Rare Plant Survey (See Optional Other Direct Costs below)												$ -
O.4	Blackhawk Environmental - Aquatic Resources Delineation Survey and Report (See Optional Other Direct Costs below)												$ -
	OPTIONAL TASKS TOTAL HOURS				**14**	**6**						**20**	
	Optional Tasks Subtotal Labor:				**$3,570**	**$1,380**							**$ 4,950**
	Optional Other Direct Costs												**$ 22,930**
	Blackhawk Environmental (O.2)												$ 9,120
	Blackhawk Environmental (O.3)												$ 5,340
	Blackhawk Environmental (O.4)												$ 8,470
TOTAL COST with Optional Tasks included:													**$ 192,892**

AGREEMENT FOR PROFESSIONAL SERVICES (C01009) FOR WWTP ENVIRONMENTAL COMPLIANCE SERVICES BY AND BETWEEN CITY OF BANNING AND KIMLEY-HORN AND ASSOCIATES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Kimley-Horn and Associates, Inc., a North Carolina Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of a Request for Proposal (RFP 23-058) for the performance of the WWTP Environmental Compliance Services and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "professional standards"

shall mean those standards of practice recognized by one or more firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Kevin Thomas	Project Manager

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than One Hundred Ninety-Two Thousand Eight Hundred Ninety-Two Dollars ($192,892.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

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

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2025, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), which arise out of, pertain to, or relate to, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c). To the fullest extent permitted by law, Consultant's total liability, including the cost of defense to Indemnitees and anyone claiming by, through, or under Indemnitees for Liabilities caused in part by Consultant's negligence and in part by Indemnitees' negligence or any other negligent entity or individual, shall not exceed the percentage share that Consultant's negligence bears to the total negligence of Consultant, Indemnitees, and all other negligent entities and individuals.

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, which to the extent arise out of, pertain to, or relate to the negligent acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, except for Liabilities and Claims arising from the sole or active negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties. To the fullest extent permitted by law, Consultant's total liability, including the cost of defense to Indemnitees and anyone claiming by, through, or under Indemnitees for any Liabilities or Claims caused in part by the negligence of Consultant's subcontractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) and in part by Consultant's or Indemnitees' negligence, or any other negligent entity or individual, shall not exceed the percentage share that Consultant's sub-contractor's negligence bears to the total negligence of Consultant's subcontractor, Consultant, City, and all other negligent entities and individuals.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All

sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the

provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other

relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Art Vela City of Banning 99 East Ramsey Street Banning, California 92220 Email: avela@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

If to Consultant: Attn: Kevin Thomas, Project Manager
Kimley-Horn and Associates, Inc.
3801 University Avenue, Suite 300
Riverside, CA 92501
Email: kevin.thomas@kimley-horn.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing WWTP Environmental Compliance Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

EXHIBIT "A"

A. STATEMENT OF UNDERSTANDING

Understanding

This understanding of the Project is based on review of the provided Request for Proposal ("RFP") and the attachments therein, records available online, and Kimley-Horn's understanding of land use, the California Environmental Quality Act ("CEQA"), the National Environmental Policy Act ("NEPA"), and the Project scope of work.

The existing wastewater treatment plant ("WWTP") consists of preliminary treatment, primary treatment, secondary treatment, solids handling, and evaporation/percolation ponds. The WWTP has the capabilities to provide disinfection, but these facilities are not currently in use. The WWTP effluent is currently in compliance with discharge requirements, but it requires significant upgrade to comply with impending water quality discharge limits set by the Regional Water Quality Control Board ("RWQCB"). In addition, the trickling filters (secondary treatment), have reached their end of life. Effluent from the WWTP is discharged into percolation ponds to recharge the Cabazon Groundwater Basin. Percolated waters can flow into other water agencies downgradient of the WWTP.

The City is proposing expansion and upgrades to the existing WWTP. The WWTP site is developed with a variety of structures and basins with some internal roadways. The project site is surrounded by vacant land and industrial uses to the north, vacant land and the Smith Creek to the east and south, and by vacant land and residential uses to the west. The existing General Plan designation and zoning for the Project site is Public Facilities.

It is understood that the City is seeking to utilize the Clean Water State Revolving Fund ("CWSRF") as a mechanism for funding and as such would be required to meet additional requirements with respect to the environmental analysis of the Project. As such, Kimley-Horn has prepared the scope of work to meet the City's requirements for the CWSRF.

The City is seeking a consultant to assist with the processing of the preparation of the environmental compliance documents for the Project. Based on review of the site and evaluation of adjacent projects, it is assumed that an Initial Study / Mitigated Negative Declaration ("IS/MND") with a CEQA-Plus analysis will be the required CEQA document for this project. This IS/MND with CEQA-Plus will meet additional requirements related to NEPA and other Federal Cross-Cutters. Kimley-Horn will prepare technical studies to evaluate the impacts of the Project. These technical studies are described in detail below as well as assumptions made by Consultant. Should the technical studies determine that an Environmental Impact Report (EIR) be necessary, a separate scope of work will be prepared at that time. The Scope was prepared based upon the City provided documentation and the technical studies assumed to be required by the City for environmental entitlement and permitting services.

Approach

Project approach

Kimley-Horn's strategy for the planning and environmental process begins with reviewing available project documentation, considering changes that have occurred since previous plan preparation, and reviewing any technical studies that have been prepared for each project. Building on this, our project team will prepare additional technical reports and planning and environmental analyses to create a thorough, complete administrative and technical record upon which new conclusions will be based. Many projects will consider a complex set of issues and concerns while balancing community, business, and public agency interests within the boundaries of the regulatory review process and procedures. Such complexities require creativity, extensive hands-on experience, and a commitment to carefully manage the project to successful completion, despite obstacles that may arise. This effort will require active participation and the application of a team approach from start to finish. Our team will facilitate and develop a collaborative process that will result in a successful planning and/or environmental project.

CEQA/NEPA Approach

We have developed a formula for success that results in the presentation of pertinent information to decision-makers for determination and certification. For a successful CEQA/NEPA review process and preparation of a high-quality environmental document, our approach includes:

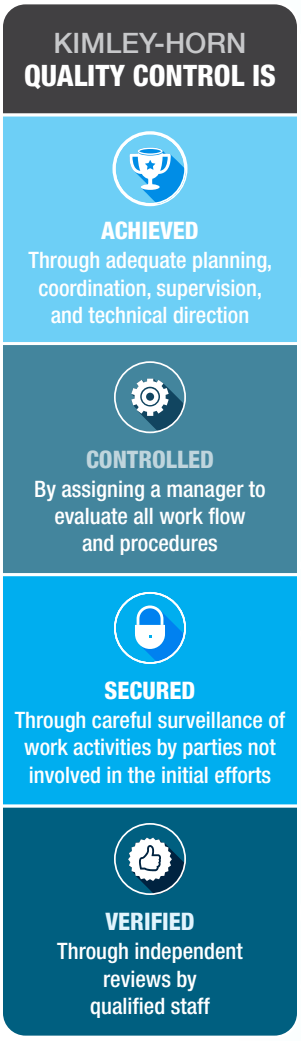
- Identification of the individual, cumulative, and growth-inducing impacts on the environment that might result from implementation of the proposed improvements
- Facilitation of open communication and development of an understanding of project needs with Client staff to guide the overall approach and successful issue resolution
- Commitment of senior level management to provide close coordination with the Client for technical accuracy and carefully monitor budget and schedule compliance
- Responsiveness to any significant issues of concern raised by responsible and regulatory agencies and the public

Quality Control and Quality Assurance (QC/QA)

Since our founding, Kimley-Horn has aggressively pursued a commitment to quality for every task, deliverable, and service provided by the firm. Recognizing the importance of careful quality control, Kimley-Horn developed a quality assurance/quality control manual that every project manager and task manager is required to know and use. We strive for our procedures to facilitate the delivery of high-quality services that satisfy our client's needs. There will be no learning curve relative to quality for the Kimley-Horn team.

Our QC/QA program is based on the philosophy that:

- Quality is achieved by adequate planning, coordination, supervision, and technical direction; proper definition of the job requirements and procedures; understanding the scope of services; and the use of appropriately skilled personnel performing work functions carefully.
- Quality is controlled by assigning a manager to evaluate all work and procedures followed while providing the services.
- Quality is secured through the careful surveillance of work activities by individuals who are not directly responsible for performing the initial efforts.
- Quality is verified through independent reviews by a qualified staff member of the processes, procedures, documentation, supervision, technical direction, and staffing associated with the project development.



Our QC/QA program will include the review of project documents and supporting data by our task managers and key staff who will direct individual tasks. Our QC/QA program will include, but not be limited to, the following procedures:

- The project administrator will be responsible for being thoroughly familiar with requirements and will be given the authority to direct the project team and call upon our corporate resources, as required, to satisfy the project needs.
- An internal "kick-off" meeting will be held with key individuals assigned to the project to clearly define the scope of services, set sub-task responsibilities, and establish the schedule.
- Project meetings and decisions will be documented by a "paper trail." All documents will be supported by appropriate data that will clearly show the choices evaluated and the basis for our recommendations.
- Supporting calculations, text, or data used to develop a document will be signed and dated by the individual involved when the services are performed. Also, telephone conversations and meetings that include or affect a project decision will be documented.
- Team network review will be undertaken. Team network quality control is the day-to-day peer review that is undertaken by the project team. Documents, analyses, letters, etc., are reviewed by a team member other than the individual preparing the documents and analyses. Review of significant analyses and documents are provided by the task manager for each task. The individual doing the checking will sign and date the documents and prepare a record of the findings. The findings will be resolved by the originator of the document and checked again until corrected. Quality control review comments will be maintained in a quality assurance file. This network review will be enhanced by weekly or bi-monthly full team meetings with the task manager.

Project Cost and Schedule Control

Kimley-Horn has an excellent track record of completing projects within or very close to established budgets. The ability to control project costs and schedules throughout the progress of work is the result of a strong commitment to do so, a thorough understanding of the project, and incorporation of this understanding into project design drawings. The ability to control costs and schedules requires many of the same actions and attitudes. Strong communications and use of experienced personnel are two effective cost control mechanisms. Other critical elements play a key role in controlling costs and schedules:

- It is essential to develop a clear understanding of the project scope early in the process. A project budget is only as good as the clarity of the underlying scope. Be realistic from day one.
- The project team must be well-organized and exhibit good teamwork. Good communication is essential. A breakdown in communication can easily result in a failure in project control.

These fundamental principles apply to the entire project team and the design teams' internal work effort. The strongest proof of Kimley-Horn's ability to meet schedules and manage project costs and controlling schedules is our high percentage of repeat clients, approximately 90%.

Kimley-Horn will not need any City owned facilities or property to use or lease, purchase, or rent from the City in connection with the services to be performed.

SCOPE OF SERVICE

Kimley-Horn will perform the Scope of Service specifically set forth below. The Scope assumes the baseline conditions, project description, and approach will not change once the City issues the Authorization to Proceed. The Scope also assumes the City will provide one reconciled set of comments for each deliverable, and that the comments will not raise new substantive issues requiring re-analysis.

Task 1 – Project Management and Coordination

Task 1.1 – Project Initiation and Kick-off Meeting

Readily available reference data, with planning and policy documentation from the City, state and federal agencies, and other agencies that may be affected by the Project will be gathered and reviewed. Kimley-Horn will assess whether available information is adequate and complete. The City will be notified if additional information is needed. Data obtained through this task will be foundational to the environmental documentation and incorporated into the analysis, as appropriate. This task allows for reconnaissance of the project site and its surroundings, and a limited photographic recording of on- and off-site conditions. A detailed entitlement schedule will be prepared for review with the City. Kimley-Horn will respond to one reconciled set of comments on the entitlement schedule.

This Task includes a Kick-Off Meeting with the City to discuss the CEQA Project in greater detail. This initial meeting is a key milestone, which is vital to the Project's success and CEQA compliance. The primary objectives will be to confirm the City's expectations, Project goals, and develop/refine the Project Description. The analysis' parameters, construction details, buildout conditions, scheduling, and overall communications protocol will also be established. Prior to the meeting, Kimley-Horn will distribute a Kick-Off Meeting Agenda. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Draft entitlement schedule
- Revised entitlement schedule

Task 1.2 – Project Management and Coordination

Kimley-Horn will provide project meetings, coordination and hearing attendance on a time-and-materials basis, as required by the County of San Bernardino and/or requested by the City and provide coordination and assistance through the CEQA process as defined below:

1. Project Team Meetings: If requested by the City, Kimley Horn will participate in bi-weekly conference calls with the project team through the CEQA/Entitlement process (assumed to be 12 months, typically two hours per call for preparation, participation, and follow-up, for a total of 48 hours). An additional budget estimate of 20 hours of in-person meeting time is included for team meetings. These 20 hours include commute time to and from the in-person meeting location. This task assumes one (1) Kimley-Horn staff for a total of 68 hours.
2. Project Management: Kimley Horn will coordinate among team members and the City for progress, sharing of information between applicable consultants and deliverables. The City will be provided bi-weekly updates and status reports. Assume one (1) Kimley-Horn staff over 12 months, typically assumes 4 hours per month (48 hours).

The Project Manager, or assigned delegate, will participate in project meetings/conference calls, including the kickoff meeting (preparation and attendance). Participation in and attendance at additional meetings and/or the need for additional management efforts exceeding the budget allocation will require an amendment or would be invoiced as additional services at our then current hourly rate.

Task 2 – Project Description

Task 2.1 – Project Description

The project description is a critical component because it is the basis for the environmental analysis. Based on information provided by the City, Kimley-Horn will prepare a Draft Project Description for City review and approval. The Project Description will detail the project's location, environmental setting, background and history, project characteristics, construction schedule/phasing, and discretionary actions required for Project implementation. Exhibits/Figures will be prepared to show the regional and site vicinity and key project components to support the environmental analyses. Kimley-Horn will respond to one reconciled set of comments on the Draft Project Description. Kimley-Horn will prepare a Revised Project Description and submit to the City for approval prior to finalizing. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Draft Project Description
- Revised Project Description

Task 3 – Technical Studies/Assessments

Kimley-Horn assumes that City-prepared engineering plans and reports will be made available to Kimley-Horn by the City. These City-prepared engineering plans and reports will be used in the IS/MND for reference and as information to be used to draw conclusions on the Project's environmental impacts. Engineering plans and reports may include, but are not limited to:

- Geotechnical Feasibility Study/Geotechnical Investigation
- Drainage Study (Hydrology and Hydraulics Analysis)
- Preliminary Water Quality Management Plan
- Site Civil Plans (Site Plans, Grading Plans, Utility Plans, etc.)
- Architectural and Landscape Plans (if applicable)
- Other City-Prepared design documentation for the Project

Kimley-Horn will review City-prepared engineering plans and reports provided by the City for adequacy pursuant to CEQA review requirements and the City's CEQA procedures. Kimley-Horn's review will focus on the appropriateness/thoroughness of the methodology and analysis; whether the analysis' conclusions are supported by factual/credible evidence; consistency among reports and accurate representation of project-related information; and, whether the analysis meets the applicable CEQA provisions and the State CEQA Guidelines.

Kimley-Horn-Prepared Technical Analyses

Task 3.1 – Air Quality Assessment

The project is located within the South Coast Air Basin, which is under the jurisdiction of the South Coast Air Quality Control District ("SCAQMD"). Kimley-Horn will assess air quality emissions in accordance with SCAQMD's recommended methodologies and thresholds of significance. The analysis will be prepared in accordance with the criteria, standards, and provisions of CEQA and the Clean Air Act as part of the State Water Resources Control Board Environmental Review Requirements for the Clean Water Revolving Fund.

1. Existing Environment. Kimley-Horn will describe the meteorological conditions and discuss ambient air monitoring data collected for the nearest monitoring station. A description of the regulatory framework relating to air quality (i.e., Clean Air Act, Air Quality Attainment Plan, etc.) will also be provided. An overview of the nature and location of existing sensitive receptors in the vicinity of the project site will be provided.
2. Construction Emissions. Kimley-Horn will calculate construction emissions using the most current version of the California Emissions Estimator Model (CalEEMod). Emissions will be calculated based on the scope of the project, applicant-provided assumptions regarding construction equipment and scheduling, and associated vehicle trips. The construction air pollutant emissions will be compared to the SCAQMD regional thresholds of significance and the federal de minimis thresholds (40 CFR 93 § 153).
3. Operational Emissions. Kimley-Horn will quantify operational emissions (i.e., area, mobile, and energy source) related to area sources and local/regional vehicle miles traveled. Project operational emissions will be compared to the SCAQMD thresholds of significance and the federal de minimis threshold (40 CFR 93 § 153).
4. Odors. Kimley-Horn will provide a qualitative odor analysis from the construction and operation of the proposed project.
5. Plan Consistency. Project consistency with the SCAQMD Air Quality Management Plan (AQMP) will be addressed. The determination of consistency is primarily concerned with the long-term influence of a project on air quality in the South Coast Air Basin.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Air Quality Assessment
- CalEEMod Air Quality outputs

Task 3.2 – Greenhouse Gas Emissions Analysis

Land use data will be reviewed and an inventory of greenhouse gas emissions ("GHG") emissions (i.e., nitrous oxide, methane, and carbon dioxide) from both direct (i.e., area and mobile sources) and indirect sources (i.e., energy/water consumption and wastewater/solid waste generation) will be prepared. Total GHG emissions from construction activities will be amortized into the GHG emissions inventory. The operational analysis will address potential emissions from pumps and/or treatment, and mobile emissions from employee vehicle trips to the project site. CalEEMod will be used to quantify GHG emissions from project. Project-related GHG emissions will be assessed against SCAQMD draft project-level thresholds and consistency with applicable GHG reduction plans including applicable City policies and plans, and other applicable regional/statewide GHG emissions reduction strategies. CalEEMod outputs will be included as an appendix to the CEQA document prepared for the Project and the analysis incorporated into the GHG Analysis section of the CEQA document. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Greenhouse Gas Emissions Analysis to be included in the CEQA document
- CalEEMod GHG outputs

Task 3.3 – Noise and Vibration Analysis

The noise analysis will quantify both construction and operational noise levels. The analysis will examine whether the project noise would generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of applicable standards. The following outlines our approach:

1. Existing Environment and Regulatory Setting. Noise standards regulating noise impacts will be discussed for land uses on and adjacent to the project site. A site visit will be conducted, and short-term noise level measurements will be taken along the project area. Up to five short-term (10-minute) noise measurements will be taken at various locations to establish ambient noise levels at various land uses and areas in the project vicinity.
2. Construction Noise. Noise impacts from construction sources will be analyzed based on the anticipated equipment to be used, length of a specific construction task, equipment power type (gasoline or diesel engine), horsepower, load factor, and percentage of time in use. The construction noise impacts will be evaluated in terms of maximum levels (Lmax) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence at adjacent sensitive locations.
3. Vibration. An analysis of construction vibration impacts will be based on the Federal Transit Administration's ("FTA's") vibration analysis guidance. Analysis requirements will be based on the sensitivity of the area, specific construction activities, and Noise Ordinance specifications. The analysis will examine whether the project would generate excessive groundborne vibration.
4. Operational Noise. On-site noise generating activities will be addressed and analyzed for potential impacts to the adjacent uses and will be assessed against the applicable Land Use Noise and Compatibility Matrix and Interior/Exterior Noise Guidelines. Stationary noise sources will be quantitatively assessed. Traffic noise impacts will be assessed using methodologies and models consistent with the U.S. Federal Highway Administration and/or governing Transit Authority. Recommendations for best management practices and noise attenuation features will be provided, if necessary.

This task allows for reimbursable expenses up to $300 for the use of noise measurement equipment and applicable mileage costs incurred. Relevant results of noise and vibration modeling will be included as an appendix to the CEQA document prepared for the Project and the analysis incorporated into the Noise Analysis section of the CEQA document. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Noise and Vibration Analysis to be included in the CEQA document
- Modeling and Measurement Data, if applicable

Task 3.4 – Energy Analysis

Kimley-Horn will analyze the energy implications of the project pursuant to Public Resources Code Section 21100(b)(3) and Appendix F of the CEQA Guidelines. The analysis will describe, where relevant, the wasteful, inefficient, and unnecessary consumption of energy caused by a project. The analysis will evaluate energy consumption associated with short-term construction activities, long-term operations, and transportation-related energy during construction and operation. The effects of the project on local and regional energy supplies and on requirements for additional capacity will also be qualitatively analyzed. Relevant energy calculations or modeling data will be included as an appendix to the CEQA document and analysis provided in the Energy analysis section of the CEQA document. This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Energy Analysis to be included in the CEQA document
- Calculations and Modeling Data, if applicable

Assumptions and Limitations for Tasks 3.2.1 through Task 3.2.4

- Kimley-Horn will be provided the following Project details to support the analyses:
  - Site plans and grading plans.
  - Construction phasing as well as demolition, grading, excavation, and paving quantities.
  - Listing of all water/energy conservation measures and sustainable project features that will be incorporated into the design.
- This scope accommodates revisions based on one consolidated set of comments. Additional comments can be addressed on a time and materials basis.
- This scope assumes the baseline conditions, project description, and approach will not change once Client issues the Authorization to Proceed (ATP).
- Revisions or changes to the project that require re-analysis are excluded.
- Deliverables will be provided as expeditiously as practicable with the goal of approximately 6 weeks of receipt of the requested data.
- Deliverables will be provided electronically.
- These tasks exclude meetings/hearings for Kimley-Horn Air Quality, GHG, Noise, and Energy specialists.

Task 3.5 – Cultural Resources Assessment

Kimley-Horn will prepare a Cultural Resources Assessment that will comply with requirements set forth in CEQA, NEPA, and Section 106 of the National Historic Preservation Act ("NHPA"). For the purposes of this scope, the project area will be noted as the Area of Potential Effect ("APE"). All efforts will be undertaken or overseen by individuals that meet Secretary of Interior ("SOI") Professional Qualifications in Archaeology and Architectural History. Tasks include:

1. Research: Staff will review any raw cultural records search, field survey, etc. data the landowner and/or Lead Agency already has available for the APE. Staff will research geomorphology and land use history of the APE through applicable archives and repositories, as well as historic aerials and topographic maps. Staff will review applicable registers, such as the National Register and National Register. Staff will conduct a record search of the Eastern Information Center ("EIC") of the APE plus a 1-mile buffer, as well as a Sacred Lands File ("SLF") search through the Native American Heritage Commission ("NAHC"). Due to the adjacency of the APE to the Morongo Reservation, staff will conduct outreach to the Morongo Band of Mission Indians ("MBMI") Tribal Historic Preservation Officer ("THPO") as a part of the information gathering process.
2. Fieldwork: Staff will conduct a pedestrian survey of the entirety of the APE and record up to two (2) cultural resources utilizing CA DPR 523 series forms. Survey methods will be non-collective. Up to two (2) cultural resources will undergo evaluation for eligibility for listing in the California Register of Historical Resources ("CRHR") or the National Register of Historic Places ("NRHP"). This scope does not include any subsurface efforts that may be required for inventory or evaluation of archaeological resources. This scope specifically excludes Native American Monitor participation during fieldwork activities for this task. Should a Native American Monitor be requested by any Consulting Tribes during the research component of this task, a contract modification would be required.
3. Report: A Cultural Resources Assessment will be prepared for the project pursuant to CEQA, NEPA, and Section 106 of the NHPA. The report will include sections for project description, cultural/natural setting, methodology, results, evaluations (if applicable), and recommendations. This scope includes at least one round of revisions to the reports. Any additional rounds of revision will require a scope/fee adjustment. The reports will be submitted to the EIC once deemed acceptable and final by the applicable Lead Agencies.

This task allows for reimbursable expenses up to $1,000 to include, but not be limited to, record search fees, mileage, meals, and other reimbursable expenses related to record searches and field surveys. This task will be performed as a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Cultural Resources Assessment

Task 3.6 – Western Riverside County MSHCP Habitat Assessment Report

Kimley-Horn, in conjunction with Blackhawk Environmental ("Biologist" or "Blackhawk"), will prepare a Western Riverside Multiple Specific Habitat Conservation Plan ("MSHCP") Habitat Assessment Report, as described below:

Western Riverside County MSHCP Habitat Assessment Report. Blackhawk Environmental will perform a habitat suitability assessment for MSHCP-covered, State and/or Federal-threatened, endangered and/or otherwise special-status plant and wildlife species within the proposed impact areas and adjacent areas. All riparian/riverine areas, vernal pools, and/or other special-status species' suitable habitat(s) identified on the Project Site will be delineated and described/depicted in the Habitat Assessment Report ("HAR"). Prior to conducting the field surveys, Blackhawk Environmental will conduct a database query and literature review that will include, but not necessarily be limited to a current MSHCP database review for the subject Assessor's Parcel Numbers ("APNs"), California Natural Diversity Database ("CNDDB") and California Native Plant Society ("CNPS") search for records of sensitive biological resources in the Project vicinity (within 5 miles), the United States Department of Agriculture ("USDA") Web Soil Mapper, National Wetlands Inventory ("NWI"), National Hydrography Dataset ("NHD"), and any other previous reports prepared for the Project Site or nearby project sites, if provided to Blackhawk Environmental. One Geographic Information System ("GIS") analyst will be utilized in addition to Blackhawk Environmental biologists. The GIS analyst will prepare a table of the results and a map of sensitive resources in the Project vicinity; these will ultimately be incorporated in the HAR.

Following the database query and literature review, a field survey will be conducted by qualified biologists. The general methodology of the field survey is to visually confirm the presence or absence of special-status species habitats, suitable burrowing owl habitat, vernal pools, potentially jurisdictional waters, riparian/riverine habitat, and/or narrow endemic plant species habitats on the Project Site. Habitats will be characterized based on dominant plant species coverage, existing conditions, evidence of alteration/disturbance and other variables, and are then cross-referenced with the habitat requirements for the environmental elements that resulted from the database query and literature review. Vegetation communities will be mapped according to species compositions, dominance levels, and locations on the project site. Potentially riverine/riparian habitats, jurisdictional waters, and/or vernal pools will be assessed and generally described; a formal delineation is not included in a habitat assessment. Observed and/or detected plant and wildlife species and/or wildlife sign will be documented in the field notes of the biologist(s), and representative photographs will be collected and included in the HAR.

The habitat assessment would determine the presence of suitable burrowing owl ("BUOW") habitat on site (Step 1 of the MSHCP Guidelines) and the presence of suitable nesting substrate (Step 2 Part A of the MSHCP Guidelines). Blackhawk Environmental biologists will conduct one survey pass of a focused BUOW burrow survey throughout the Project Site (= impact areas) and within a 150-meter buffer around the site, according to protocol (Step 2, Part A of the MSHCP Guidelines). Surveys will be walked utilizing approximately 30- or 100–foot belt transects, depending on the density of vegetation, to provide 100% visual coverage. The focus of the survey is to identify BUOW, BUOW burrows, and/or BUOW sign (i.e., whitewash, cough pellets, feathers). Evidence of BUOW within the Project Site will be documented with digital photographs, GPS coordinates, and aerial/topographic map representation.

Following completion of the habitat assessment and/or all focused BUOW burrow surveys (detailed in the Optional Tasks below), Blackhawk Environmental shall complete an HAR according to the Western Riverside County MSHCP implementation guidelines. The HAR will include a discussion of methods included in the assessment, results, anticipated Project impacts as they result to the MSHCP, applicable fee areas and conservation areas. The HAR would include Project-specific mapping of all vegetation communities and biological resources otherwise relevant to the CEQA review of potentially significant Project-related impacts. The HAR would include analysis of the Project's consistency with Sections 6.1.2, 6.1.3, 6.1.4, and 6.3.2 of the MSHCP. This task assumes up to one round of consensus comments and revisions prior to submittal of the final HAR.

This task will be performed on a **lump sum basis.**

Assumptions and Exclusions

- This task does not include focused/protocol-level threatened and endangered species surveys, rare plant surveys, geotechnical surveys, soil analysis, cultural/archeological/ paleontological analyses, or any other survey or reporting beyond this intended baseline plant and wildlife survey, vegetation mapping, and special-status species analysis, and Step 1 of the MSHCP Guidelines for BUOW.
- The field survey will only be performed within the boundaries of the Project site (= impact areas) and an appropriate survey buffer (up to 100 feet).
- The Project area footprint boundaries GIS shapefiles or KMZ files will be provided to Blackhawk Environmental for field data collection purposes. The files will be complete, showing the limits of all proposed operations and Project-related activities, as well as any ingress/egress routes, and additional workspace areas. Such files are necessary to calculate impacts. All proposed impact areas shall be made clear to Blackhawk before conducting any biological or aquatic resources analyses.

- The Project proponent will provide Blackhawk Environmental all CAD/GIS files required to depict the Project features on the biological resource impact analysis map(s). The files will be clean and easy to decipher without significant time (greater than 4 hours) spent by a GIS analyst to overlay on the biological resource map(s). Additional time for CAD/GIS work will be charged on a time and materials basis of $115/hour.

Task Deliverables, to be delivered via electronic submittal:

- Western Riverside County MSHCP Habitat Assessment Report

Task 3.7 – Trip Generation Memorandum and VMT Screening

Kimley-Horn, in conjunction with MAT Engineering, Inc., will prepare a scoping agreement, trip generation memorandum, and a vehicle miles traveled ("VMT") screening analysis as described below:

Trip Generation Memorandum. This task assumes that the proposed project is not expected to generate a substantial number of new trips. For the purposes of the traffic analysis, the project trip generation will be determined based on the latest version of the Institute of Transportation Engineers ("ITE") trip generation manual or other source from the City, or quantified based on information on vehicles and trips provided by the City. Typically, a full traffic study is required when a project generates more than 50 or more peak hour trips. Since the proposed Project is expected to generate a low number of trips, MAT Engineering, Inc., will prepare a trip generation memorandum for the Project instead of a full traffic study. The trip generation memorandum will disclose the Project's trip generation based on the ITE trip generation rates and draw a conclusion that based on the low number of trips, the proposed project is expected to not result in an adverse level of service impact and operations on the surrounding roadway system. This scope specifically excludes the collection of traffic counts or preparation of a full traffic study with level of service evaluation.

VMT Screening Memorandum. This scope assumes the Project will screen out of requiring a full VMT analysis based on its low number of daily trips (less than 110 trips per day) and/or being a local-serving facility. This scope assumes MAT Engineering, Inc. will prepare a VMT Screening memo for the project instead of a full VMT analysis and modeling. This scope specifically excludes the preparation of VMT model runs. Prior to initiating the work, MAT Engineering, Inc., will prepare a scoping agreement and provide to the City of Banning for review and approval. This scope and related fee, shown below, are subject to change based on comments received from the City during the scoping process.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Scoping Agreement
- Trip Generation Memorandum
- VMT Screening Memorandum

Task 4 – Initial Study / Mitigated Negative Declaration

Task 4.1 – Administrative Draft IS/MND

Once the Project Description has been approved by the City (Task 2.1), it will be integrated into the CEQA document. Kimley-Horn will prepare an Administrative Draft Initial Study in accordance with the State CEQA Guidelines Appendix G, and will describe the Project's location, environmental setting/baseline conditions, and characteristics. The IS' main body will consist of an environmental checklist and the supporting environmental analyses. An explanation will be provided for all responses except "No Impact" responses, which will be supported by cited information sources. The responses will consider the whole action involved with the proposed Project: on- and off-site, Project- and cumulative-level, direct and indirect, and short-term construction and long-term operational. The explanation of each issue will also identify the significance criteria or threshold, if any, used to evaluate each question. Additionally, pursuant to the ruling of Save Lake Tahoe Mountain Area Preservation Foundation v. County of Placer, the IS/MND will address the feasibility of 100 percent renewable power for the Project (this analysis will be qualitative and based on available information).

Environmental resources anticipated to be addressed in the Administrative Draft IS/MND include:

- Aesthetics
- Agriculture and Forestry Resources
- Air Quality
- Biological Resources
- Cultural Resources
- Energy
- Geology and Soils
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials

- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation
- Tribal Cultural Resources
- Utilities and Service Systems
- Wildfire

Mandatory Findings of Significance. This section of the document will provide a discussion of the project's impacts, as they relate to the mandatory findings of significance under CEQA.

If the IS/MND or any of the previously identified technical studies determines the Project would have a significant effect on the environment, an EIR would be required. A separate scope and fee would be provided at that time. The findings of the Administrative Draft IS/MND and related technical studies would be used to focus the EIR (if required) on the environmental issues with potentially significant effects. Upon completion of the Administrative Draft IS/MND, Kimley-Horn will consult with the City and incorporate the findings into the appropriate environmental clearance documentation. The IS determination page will denote the appropriate CEQA compliance documentation (MND or EIR). However, based on review of the site and evaluation of adjacent projects, it is assumed that an IS/MND will be the required CEQA document for this project.

Kimley-Horn assumes that the City will be responsible for consultation with Consulting Tribes and will be completed pursuant to Assembly Bill ("AB") 52. Kimley-Horn assumes that the City will provide consultation letters and Consulting Tribe responses for inclusion in the IS/MND. Additionally, Kimley-Horn assumes that the City will share results of AB52 consultation with Kimley-Horn promptly. Kimley-Horn may provide as-needed AB52 support as additional services to be billed out at our then-current hourly rate.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Word file of Administrative Draft IS/MND with PDF files of Figures and Appendices

Task 4.2 – Alternatives Analysis

Additionally, as the Project is seeking funding through the CWSRF, the CEQA document will evaluate the Project using a "CEQA-Plus" analysis. This CEQA-Plus analysis is completed in lieu of a National Environmental Policy Act ("NEPA") analysis for Projects utilizing federal funding. Instead, a "NEPA-like" analysis is completed through the completion of a CEQA-Plus process. This CEQA-Plus process will include an alternatives analysis, which is not typically included in MNDs. This alternatives analysis will include a range of reasonable alternatives that meet the City's needs and objectives, including a "No Project/No Action" alternative.

Kimley-Horn will identify a maximum of 3 reasonable alternatives, including the "No Project/No Action" alternative for the City's review and approval. Kimley-Horn will complete a comparative analysis among the selected alternatives that evaluates the direct, indirect, and cumulative impacts on environmental resources, as well as potential reasonable future environmental impacts, if applicable. This Alternatives Analysis will be included in the IS/MND prepared for the Project.

This task will be performed on a **lump sum basis.**

Task Deliverables, to be delivered via electronic submittal:

- Alternatives Analysis to be included in the Administrative Draft IS/MND

Task 4.3 – Revised Administrative Draft IS/MND

Following City review of the Administrative Draft IS/MND, Kimley-Horn will respond to one consolidated set of City comments. Kimley-Horn assumes that all comments and revisions from the City are provided in one consolidated set with revisions shown in "tracked changes," should comments be received from the City in multiple files, additional effort will be required to consolidate comments. Kimley-Horn will "accept all" redlines received from the City and provide all further revisions in "tracked changes" for the ease of City review. If substantial new analysis is requested that has not been previously prepared/considered in the Initial Study and/or substantive changes to the Project Description are required to address comments from the City, additional budget would be required. This task assumes that no third party legal or CEQA review will be required (if the City does require third party CEQA or legal review, responses to these comments can be provided on a time and materials basis and would likely extend the schedule to allow time for peer review and additional responses). This task will be performed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- Word file in redline of the Revised Administrative Draft IS/MND with PDF files of figures and appendices

Task 4.4 – Draft IS/MND

Kimley-Horn will respond to one consolidated set of comments from the City on the Revised Administrative Draft IS/MND and prepare the Draft IS/MND for public review. Assumptions made in Task 3.3 regarding the presentation of comments and revisions apply to this task. This task assumes that comments on the Revised Administrative Draft IS/MND will not be substantive and will be related to minor corrections, such as grammar, typograph, formatting, or organization of the IS/MND. Kimley-Horn will provide the Draft IS/MND, it's figures and appendices, and all other related material in a PDF format for the County's use. This task allows for up to three (3) hard copies of the Draft IS/MND with appendices provided on a USB thumb drive upon request by the City. This task will be performed on a **time-and-material basis.**

Task Deliverables:

- Draft IS/MND in digital format for public circulation.
- Up to three (3) hard copies of the Draft IS/MND with Appendices on USB thumb drive, upon request only.

Task 4.5 – Distribution and Noticing

Kimley-Horn will prepare the Notice of Intent to Adopt a Mitigated Negative Declaration ("NOI") for the City's review and approval. Kimley-Horn will be responsible for the distribution of the notice based on a radius list provided by the City. The notice will be distributed via record of delivery to any responsible agencies and by regular mail to interested parties, community groups, and individuals. Kimley-Horn will provide the Project files on a USB thumb drive for applicable reviewing agencies to be delivered along with the NOI. Kimley-Horn will file the notice with the County Clerk of the Board of Supervisors and provide the document to the City in a format to be uploaded onto the City's website. The City will be responsible for any site postings and/or submit the notice to the newspaper for publication. Kimley-Horn will upload the appropriate Project files to the State Clearinghouse, after registration by the City as an authorized agent, for distribution and pursuant to CEQA-Plus requirements. The Draft IS/MND will be available for public review for a 30-day period. This task will be performed on a **time-and-material basis.**

Task 4.6 – Response to Public Comments

Kimley-Horn will prepare responses to relevant environmental comments received on the IS/MND during the public review period and any additional comments raised during public hearings. A draft Responses to Comments will be submitted to the City for review. This task assumes one consolidated set of comments from the City on the draft Responses to Comments. Kimley-Horn will revise the Responses to Comments and resubmit in track-change for ease of review. Given the difficult in predicting the nature and extent of Draft IS/MND public comments, this Scope of Work assumes a maximum of 20 hours for responding to comments, coordinating with City reviewing staff, and revising responses; additional effort or analysis resultant of the complexity or number of comments would require additional budget. Kimley Horn assumes that the City will respond to and draft responses to comments that fall within their purview. This task will be performed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- Responses to Comments.

Task 4.7 – Prepare Final IS/MND

Kimley-Horn will incorporate responses to comments prepared in Task 3.5.1 into the Final IS/MND, which will be compiled to reflect any changes to the document that may have resulted from public comments. Revisions will be reflected in hard-coded "track changes" with strikethrough text for deletions and double-underlined text for additions. The Final IS/MND will be submitted to the City for review and consideration by the Planning Commission and City Council for adoption of the Mitigated Negative Declaration and project approval. This task assumes a maximum of 20 hours will be required to prepare the Final IS/MND. This task will be completed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- Final IS/MND

Task 4.8 – Mitigation Monitoring and Reporting Plan

Kimley-Horn will prepare a Mitigation Monitoring and Reporting Plan ("MMRP") to be adopted by the City should the Project be approved. This MMRP will outline all mitigation measures to be incorporated by the Project, as identified in the IS/MND. This MMRP will identify responsible parties and timing of actions to be taken. This task assumes 8 hours to prepare the MMRP, allowing for City review and addressing City comments. This task will be performed on a **time-and-material basis.**

Task Deliverables, to be delivered via electronic submittal:

- MMRP

Task 5 – Public Hearings and Notice of Determination

Task 5.1 – Public Hearings

Kimley-Horn assumes attendance at one public hearing will be required, the Planning Commission. Kimley-Horn staff will be prepared to answer questions relative to the environmental aspect of the Project. This task allows for up to two (2) Kimley-Horn staff (covering meeting preparation, travel time, hearing time, and documentation of meeting discussions). It is currently assumed by Kimley-Horn that Kevin Thomas and Miles Eaton will attend the Planning Commission hearing on behalf of the City. Additional Kimley-Horn staff are available upon request by the City and can attend as additional services to be billed at our then-current hourly rate. This task will be performed on a **time-and-material basis.**

Task 5.2 – Notice of Determination

Following the City's adoption of the IS/MND and approval of the Project, Kimley-Horn will prepare and file the Notice of Determination ("NOD") with the Riverside County Clerk of the Board. The NOD will be filed within five (5) business days of Project approval, as required by the CEQA guidelines.

All filing fees will be advanced by Kimley-Horn, to be reimbursed by the City as a direct reimbursable fee. All advanced fees paid by Kimley-Horn are marked-up by 15 percent. Currently, the CDFW review fees for an IS/MND is $2,916.75. The Riverside Assessor-County Clerk-Recorder filing fee is $50. This scope assumes that filing fees will be paid via credit card using the Riverside Assessor-County Clerk-Recorder website. The Riverside Assessor-County Clerk-Recorder charges an additional 2.28 percent processing fee for credit card transactions. The total filing fee of $3,034.39 (1.0228*($2,916.75 + $50)) will be invoiced as a direct reimbursable expense to the City, with Kimley-Horn's standard 15 percent mark-up added, for a total of $3,489.55. The total amount invoiced to the City is subject to change should CDFW's review fee be amended prior to filing of the NOD.

Kimley-Horn does not guarantee Project approval by the appropriate deliberative body or bodies. This task will be performed on a **lump sum basis.**

Task 6 – Regulatory Permitting Matrix

Task 6.1 – Permit Tracking Matrix

Based on an initial desktop review of the preliminary site plan, no jurisdictional aquatic features have been identified within the project footprint. Therefore, permits from the U.S. Army Corps of Engineers ("USACE"), California Regional Water Quality Control Board ("RWQCB"), and the California Department of Fish and Wildlife ("CDFW") are not anticipated.

However, if the subject project would result in impacts to jurisdictional aquatic resources Kimley Horn will prepare a permit tracking matrix for the aquatic resource permits needed prior to construction activities. The permit tracking matrix will identify the applicable permits from the federal and state agencies (USACE, RWQCB, and CDFW), define key milestones for permit processing, and provide an approval processing communication log to document agency staff communications. This task will be performed on a **time-and-material basis.**

Assumptions and Exclusions

- This task excludes permit application preparation and processing to the federal and state agencies. If permits from the USACE, RWQCB, and CDFW are required, permit preparation and regulatory approval processing can be included as additional services to be billed at our then current hourly rate.

Optional Tasks

Optional Task 1 – Cultural Consultation / Coordination Support

This task includes consultation/coordination support by Kimley-Horn cultural staff as it relates to Tribal consultation conducted by the Lead Agency under CEQA and/or coordination conducted by the Lead Agency with the State as they undergo Section 106 consultation with the Tribes and/or the State Historic Preservation Officer ("SHPO"). This task allows for up to 20 hours of coordination by Kimley-Horn staff. This task will be performed on a **time-and-material basis**.

EXHIBIT "A"

Optional Task 2 – Focused Burrowing Owl Surveys and Report

If Task 3.6 determines that the survey area and/or buffer contains BUOW, BUOW-suitable burrows and/or BUOW sign, additional surveys will be required. If additional surveys are required, an additional three (3) focused BUOW surveys will be conducted on separate days, at least one week apart from one another, and during the BUOW breeding season (March 1 through August 31), for a total of four (4) survey days (including the initial habitat assessment and burrow survey included in Task 1). According to Riverside County and CDFW protocol survey guidelines for BUOW, the surveys may not be conducted during rain, high winds (>20mph), dense fog, or temperatures over 90 degrees F. Surveys would also be timed to occur from pre-dawn to two hours after sunrise, or from two hours before sunset until civil twilight. Blackhawk Environmental will not be responsible for delays due to these environmental constraints.

Following completion of four survey passes for BUOW, Blackhawk Environmental will describe the results of the focused burrowing owl surveys in a Focused Burrowing Owl Survey Report and summarize the findings in the HAR. The Focused Burrowing Owl Survey Report would be prepared describing BUOW survey methodology, transect width, duration, conditions, and results of the surveys. Appropriate maps showing burrow/owl/owl sign locations shall be included. The report will include representative photos of the Project site, suitable habitat observed, and any observed BUOW or sign as feasible. This task assumes up to one round of consensus comments and revisions prior to submittal of the final report. If BUOW and BUOW sign are not detected, no further BUOW surveys should be required until 30 days prior to ground disturbing activities.

If surveys are required outside of the breeding season (September - February), Blackhawk Environmental will be available to provide additional coordination with the City/County for approval of non–breeding season survey results. This task assumes minimal coordination with the City/County for approved survey methods and does not include formal consultation or modification of methods from those described above. This task will be performed on a **lump sum basis.**

Assumptions and Exclusions:

- This task does not include consultation with CDFW or the Riverside County Environmental Program's Department (EPD), in the event a BUOW or active BUOW burrow is found on the site. If BUOW are located on the site, CDFW may need to be contacted for relocation, mitigation, and/or monitoring methods regarding this species as a separate cost. Blackhawk can provide relocation services if needed.

Optional Task 3 – Focused Rare Plant Survey

If the MSHACP database query and/or the field survey/assessment (detailed in Task 3.6) yields suitable habitat for regionally or locally occurring special-status plant species, then focused rare plant surveys will likely become required on the Project Site. Based on a review of aerial imagery, it appears that suitable habitat may be present for one or more special-status plant species, though there could be suitable habitat present for other special-status plant species as well. It is assumed that one focused rare plant survey will need to occur to accommodate the estimated bloom periods (e.g., April through June) and ascertain presence/absence.

One survey pass conducted concurrently by two botanists, plus botanical/biological follow-up identification and QA/QC and GIS support, is anticipated to fully complete Optional Task 4 prior to report preparation for the HAR reporting component. Onsite vegetation communities will be mapped following the Holland Classification System (1986) or other regionally acceptable system, and all plant species nomenclature will follow that of the Jepson Manual (2012). Surveys are typically based on bloom periods and therefore would likely occur in the spring months. The rare plant survey will involve the 100 percent visual inspection and identification of all plant species within and immediately adjacent to the Project footprint (= impact areas). The survey will be accomplished by the botanical team walking transects 5 to 15 meters apart, depending on topography, vegetative cover, visibility, and access parameters, in such a way to allow the botanists the maximum potential to detect any special-status plant species yielded by the literature review. All plant species observed or detected, will be identified to species or subspecies level and recorded in the field notes of the botanists to provide a complete floral compendium that will be included in the HAR. Survey methods, results and impact analysis will also be included in the HAR. GPS coordinates and approximate population counts will be collected for all special-status plant species found within the Project footprint up to 30 feet beyond proposed impact area boundaries. Digital photographs will be collected in sufficient quantity to capture the existing conditions of the site as well as any notable botanical resources. This task will be performed on a **lump sum basis.**

Optional Task 4 – Aquatic Resources Delineation Survey and Report

If potentially jurisdictional aquatic features are found on the Project site (= impact areas) during the general biological/aquatic resources field survey, then a field-based aquatic resources delineation survey will be conducted by two biologists/wetland scientists in one field day. Subtasks to be included are: a literature review for aquatic resources in the Project vicinity [including the National Wetlands Inventory (NWI), National Hydrography Dataset (NHD), United States Department of Agriculture (USDA) Web Soil Mapper, United States Geological Survey (USGS) topographic maps, current and historic aerial imagery], ESRI ArcGIS Collector database setup for field-based data collection purposes,

vegetation mapping of the entire delineation survey area, a characterization of the existing conditions and vegetation communities (based on dominant and sub-dominant plant species present), representative photographs, photo log of the entire delineated area, and a formal aquatic resources delineation survey following current US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and California Department of Fish & Wildlife (CDFW) protocols and guidelines. The delineation survey area will include the Project site (= impact areas), plus a 100-foot buffer surrounding the polygon(s).

Vegetation communities will be mapped and quantified within and adjacent to the impact areas to the 100-foot buffer; the vegetation mapping will be used to complement the Aquatic Resources Delineation Report (ARDR). The biologists/wetland scientists will assess the Project site and its 100-foot buffer for potentially jurisdictional waters of the US Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and/or the California Department of Fish & Wildlife (CDFW). One aquatic resources delineation survey will be conducted to identify potentially jurisdictional waters and/or wetland locations observed within the Project site and its 100-foot buffer. If potentially jurisdictional waters and/or wetlands are identified, further survey efforts will be required and will follow methodology outlined in the USACE Wetland Delineation Manual (USACE 1987) and the Arid West Supplement (USACE 2008), the Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE, March 16, 2017) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE, February 10, 2016), with jurisdictional results reflective of the most current legislation. All vegetation types within the delineation survey area and soil sampling pits will be analyzed using dominant species wetland indicator status (USDA 2018). Suspected non-wetland jurisdictional areas will be evaluated for the presence of definable channels, ordinary high-water mark (OHWM), and connectivity to a Traditionally Navigable Waterway (TNW) or a Relatively Permanent Waterway (RPW). Blackhawk assumes that up to 8 wetland/paired upland soil pits will be dug within the Project site and/or its 100-foot buffer, each of which will have its own USACE Arid West Wetland Determination Data Form. At least one pit will be dug for all mapped vegetation communities, except impermeable surfaces.

If such resources are found, Blackhawk Environmental shall complete a formal Aquatic Resources Delineation Report (ARDR) to address evaluation required by the applicable agencies (USACE, RWQCB and CDFW). This report will determine if the Project requires permit authorization from USACE, RWQCB, and CDFW for proposed impacts to Waters of the U.S., Waters of the State, streambeds, wetlands and/or riparian habitats. The Aquatic Resources Delineation Report will be conducted to meet the Minimum Standards for Acceptance of Aquatic Resources Delineation Reports (USACE, March 16, 2017) and the Updated Map and Drawing Standards for the South Pacific Division Regulatory Program (USACE, February 10, 2016). Collected data and aquatic resources delineation needs will include each applicable component as follows. This task will be performed on a **lump sum basis.**

Assumptions and Exclusions:

For the ARDR, These Items Shall be Supplied by the Project Owner:

- Contact information for the applicant(s), property owner(s), and agent(s).
- A signed statement from the property owner(s) allowing corps personnel to enter the property and collect samples during normal business hours.
- Complete description of the overall activity or project.
- Dimensions of proposed structures/fills to be constructed in waters of the United States and material(s) to be used in construction.
- Complete description of other reasonably related activities to be undertaken as a result of project (such as fill or borrow sites).
- Approximate project construction commencement and completion dates.
- Reason for discharge - for projects involving discharge of dredged and/or fill material, including the temporary placement of material into waters of the United States, explanation of the purpose for the placement of all fill, type(s) of material to be discharged (rock, sand, gravel, soil, poured-in-place concrete, dredged material, etc.).
- Amount of each type of material to be discharged in cubic yards.
- Source(s) of material(s) to be discharged.
- Area in acres or square feet of wetland waters of the United States to be filled.
- Area in acres and lineal feet of other waters (non-wetland waters of the United States) to be filled.
- Methods and equipment to be used to discharge material (e.g., backhoe, dragline, etc.)
- For dredged material discharged at an upland site, identification of upland site location and means by which runoff from such dredged material is to be contained and precluded from entering a waterbody.
- Detailed half-size or full-size engineering drawings of the overall project or of specific components of the project occurring in waters of the United States.
- Defined project boundary on plan drawings.
- Selected sections indicated on plan view drawings (e.g., “a-a’”), depicting typical areas of proposed fill, excavation, or dredging, including proposed side slopes; and structures to be constructed in jurisdictional waters of the U.S.
- Sufficient linear dimensions depicted to calculate proposed volume and area quantities, based on both plan and cross-section views.
- Sufficient linear dimensions depicted to characterize the size and area of proposed structures, based on both plan and cross-section views.

EXHIBIT "A"

For the ARDR, These Items Shall be Supplied by Blackhawk:

- A statement confirming the delineation was conducted in accordance with the 1987 Corps of Engineers Wetland Delineation Manual and applicable Arid West regional supplement.
- A statement confirming the use of the ordinary high-water mark (OHWM) field guide, or that it is not applicable in this case.
- A narrative describing all aquatic resources on-site and an explanation of the mapped boundaries and any complex transition zones.
- The rationale used to decide on the inclusion or exclusion of any aquatic resources which meet one or two of the three wetland criteria or do not exhibit a clear OWHM.
- A description of any erosional features, upland swales, ditches, and other potential aquatic features that were considered but not included in the delineation.
- Map of the outside survey boundary (100-foot buffer around the road widening footprint), total extent of aquatic and proposed non-aquatic feature(s), type of feature(s) (e.g., Waters of the United States, Waters of the State and/or wetlands), and total acreage for each polygon.
- Date(s) field work was completed.
- A table listing all aquatic resources. The table must include the name of each aquatic resource (its actual or arbitrary name), its Cowardin type (see 1987 Delineation Manual), its areal extent (acreage), summary of OHWM/wetland indicators used, dominant vegetation for each, and location (latitude/longitude in decimal degrees). For linear aquatic features, the table must show both acreage and linear feet as well as channel measurements (active channel width).
- A description of existing field conditions, including current land use, normal conditions, flood/drought conditions (if occurring), irrigation practices, past or recent manipulation to the site, and characteristics considered atypical.
- WETS tables of pre-site visit precipitation data.
- A discussion of the hydrology at the site, including all known surface or subsurface sources, drainage gradients, downstream connections to the nearest traditional navigable waterway or interstate water and any influences from man-made water sources such as irrigation.
- Description of if/how remote sensing was used in the delineation and include the name, date, and source of the tools and data used and copies of the maps/photographs.
- Soil descriptions, soil maps, soil photos, and a discussion of any hydric soils.
- A copy of the completed ORM Bulk Upload Aquatic Resource or Consolidate Excel spreadsheet.
- Map(s) of all delineated aquatic resources.
- Completed OHWM datasheet(s).
- Completed wetland delineation datasheet(s).
- A description of the methods used to survey the aquatic resource boundaries, including the level of accuracy of any GPS data used.
- All digital data for the site, aquatic resource boundaries, and data point locations in the form of either ESRI shapefiles/geodatabase format or Google Earth KMZ or KML files.
- All metadata file for all GIS files.
- Numbered and dated pre-project color photographs showing a representative sample of waters proposed to be impacted on the project site, and all waters proposed to be avoided on and immediately adjacent to the project site. The compass angle and position of each photograph are to be shown on the plan-view drawing or aerial photograph (e.g., using the Theodolite application on a smartphone).
- One or more vicinity maps is to be submitted, at least one of which must use a USGS 7.5- minute quadrangle sheet as its base map with the project study boundary clearly outlined and the quadrangle name included on the map.
- On the maps, label the affected waterbody [river, creek, stream, lake, pond, wetland) and river mile, if known] and/or the nearest waterbody into which the affected waterbody discharges.
- On the maps, a legend for any relevant items shown (e.g., wetlands and/or other water types).
- Maps are to show project area to be fill, dredged, or excavated in jurisdictional waters of the U.S.
- Maps are to show location of existing shoreline or bank.
- Maps are to show locations and elevations of all proposed fills, structures, and/or limits of work within and adjacent to potential waters of the U.S., including wetlands.
- Maps are to show locations and dimensions of project-related cofferdams, borrow areas, disposal areas, stockpiling areas, and equipment staging areas.
- Maps shall annotate all fills, structures, and/or limits of work as either permanent or temporary.
- If applicable, maps may show the distance between proposed structures and any existing structures.
- If applicable, maps may show the distance between the project area and any federal
- Navigation channel or other federal projects.
- Plan view drawings and profiles/cross sections depicting the elevation of applicable waterlines:
  - In non-tidal rivers, creeks, streams, and ponds: ordinary high water (OHW).
  - In tidal and non-tidal waters: lateral extent of wetland boundary.
- Maps shall indicate the location of photo points.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date**_____ **Signature**_____

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the rates set forth in Exhibit "C-1."

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

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

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

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

CITY OF BANNING
Environmental Compliance Services for the Wastewater Treatment Plant Upgrades

		Kimley-Horn and Associates, Inc.											
	Category/Title	Sr. Professional II	Sr. Professional III	Sr. Professional I	Sr. Professional I	Professional	Analyst II	Analyst II	Analyst I	Analyst I	Project Support	TOTAL HOURS	TOTAL COST
	Billing Rate	$410	$350	$315	$255	$230	$200	$175	$160	$150	$110		
Task 1	**Project Management and Coordination**	**8**					**72**					**80**	**$ 17,680**
1.1	Project Initiation and Kick-Off Meeting	2					10					12	$ 2,820
1.2	Project Management and Coordination	6					62					68	$ 14,860
Task 2	**Project Description**	**2**	**1**				**14**			**1**		**18**	**$ 4,120**
2.1	Project Description	2	1				14			1		18	$ 4,120
Task 3	**Technical Studies and Assessments**			**4**	**59**	**28**	**126**		**1**			**218**	**$ 48,105**
3.1	Air Quality Assessment			1	13		40					54	$ 11,630
3.2	Greenhouse Gas Emissions Analysis			1	6		20					27	$ 5,845
3.3	Noise and Vibration Analysis			1	14		44		1			60	$ 12,845
3.4	Energy Analysis			1	4		22					27	$ 5,735
3.5	Cultural Resources Assessment				22	28						50	$ 12,050
3.6	Western Riverside County MSHCP Habitat Assessment Report (See Other Direct Costs Below - Blackhawk Environmental)												$ -
3.7	MAT Engineering - Trip Generation Memorandum and VMT Screening (See Other Direct Costs Below - MAT Engineering)												$ -
Task 4	**Initial Study / Mitigated Negative Declaration**	**16**	**2**	**2**	**32**	**10**	**95**		**100**	**38**	**36**	**331**	**$ 63,010**
4.1	Administrative Draft IS/MND	4	2	2	12	10	30		60	20	6	146	$ 27,590
4.2	Alternatives Analysis	2			2		15		10	2	2	33	$ 6,450
4.3	Revised Administrative Draft IS/MND	2			4		10		20			36	$ 7,040
4.4	Draft IS/MND	2			4		10		10	6	16	48	$ 8,100
4.5	Distribution and Noticing	1			1		4			2	12	20	$ 3,085
4.6	Response to Public Comments	2			4		10			4		20	$ 4,440
4.7	Final IS/MND	2			4		10			4		20	$ 4,440
4.8	Mitigation Monitoring and Reporting Plan	1			1		6					8	$ 1,865
Task 5	**Public Hearings and Notice of Determination**	**6**					**10**			**1**		**17**	**$ 4,610**
5.1	Public Hearings	6					6					12	$ 3,660
5.2	Notice of Determination						4			1		5	$ 950
Task 6	**Regulatory Permitting Matrix**					12				4	2	18	$ 3,580
6.1	Permit Tracking Matrix					12				4	2	18	$ 3,580
	TOTAL HOURS	**32**	**3**	**6**	**91**	**50**	**317**		**101**	**44**	**38**	**682**	
	Subtotal Labor:	$13,120	$1,050	$1,890	$23,205	$11,500	$63,400		$16,160	$6,600	$4,180		$ 141,105
	Other Direct Costs												**$ 23,907**
	Labor Escalation												$ 6,367
	Noise and Vibration Analysis												$ 300
	Cultural Resources												$ 1,000
	NOD Filing Fee												$ 3,489.55
	MAT Engineering (Traffic)												$ 4,950
	Blackhawk Environmental (Biological Resources)												$ 7,800
	TOTAL COST:												**$ 165,012**

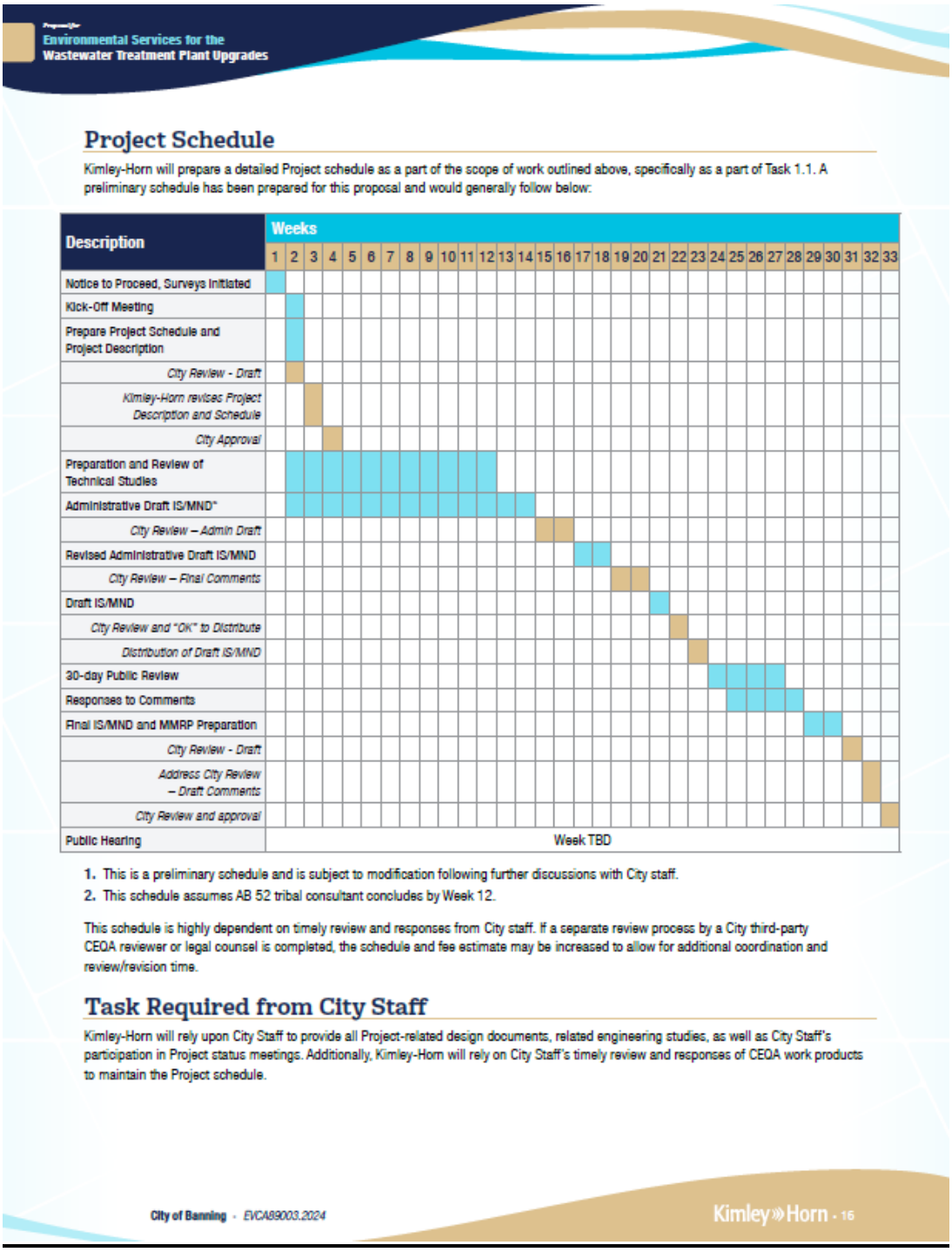
	Optional Tasks												
Task O	**Optional Tasks**				**14**	**6**						**20**	$ 4,950
O.1	Cultural Consultation / Coordination Support				14	6						20	$ 4,950
O.2	Blackhawk Environmental - Focused Burrowing Owl Surveys and Report (See Optional Other Direct Costs below)												$ -
O.3	Blackhawk Environmental - Focused Rare Plant Survey (See Optional Other Direct Costs below)												$ -
O.4	Blackhawk Environmental - Aquatic Resources Delineation Survey and Report (See Optional Other Direct Costs below)												$ -
	OPTIONAL TASKS TOTAL HOURS				**14**	**6**						**20**	
	Optional Tasks Subtotal Labor:				**$3,570**	**$1,380**							**$ 4,950**
	Optional Other Direct Costs												**$ 22,930**
	Blackhawk Environmental (O.2)												$ 9,120
	Blackhawk Environmental (O.3)												$ 5,340
	Blackhawk Environmental (O.4)												$ 8,470
	TOTAL COST with Optional Tasks Included:												**$ 192,892**

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE



Environmental Services for the
Wastewater Treatment Plant Upgrades

Project Schedule

Kimley-Horn will prepare a detailed Project schedule as a part of the scope of work outlined above, specifically as a part of Task 1.1. A preliminary schedule has been prepared for this proposal and would generally follow below:

Description	Weeks
	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33
Notice to Proceed, Surveys Initiated	
Kick-Off Meeting	
Prepare Project Schedule and Project Description	
City Review - Draft	
Kimley-Horn revises Project Description and Schedule	
City Approval	
Preparation and Review of Technical Studies	
Administrative Draft IS/MND*	
City Review – Admin Draft	
Revised Administrative Draft IS/MND	
City Review – Final Comments	
Draft IS/MND	
City Review and "OK" to Distribute	
Distribution of Draft IS/MND	
30-day Public Review	
Responses to Comments	
Final IS/MND and MMRP Preparation	
City Review - Draft	
Address City Review – Draft Comments	
City Review and approval	
Public Hearing	Week TBD

1. This is a preliminary schedule and is subject to modification following further discussions with City staff.
2. This schedule assumes AB 52 tribal consultant concludes by Week 12.

This schedule is highly dependent on timely review and responses from City staff. If a separate review process by a City third-party CEQA reviewer or legal counsel is completed, the schedule and fee estimate may be increased to allow for additional coordination and review/revision time.

Task Required from City Staff

Kimley-Horn will rely upon City Staff to provide all Project-related design documents, related engineering studies, as well as City Staff's participation in Project status meetings. Additionally, Kimley-Horn will rely on City Staff's timely review and responses of CEQA work products to maintain the Project schedule.

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-71, Approving a three (3) year Contract with Option to Extend for Two (2) Additional Years with NHA Advisors, LLC for Municipal Advisory Services that will be funded via task orders per Procurement Policy requirements and approving an initial task order for $100,000 to evaluate and assess financing and other options for the Electric Department**

RECOMMENDATION:

Adopt Resolution 2024-71.

BACKGROUND:

The City does not currently have a contract with a municipal advisor. Municipal advisory services include financial planning and modeling, market analysis, debt management and implementation, ballot initiatives, and other value added services.

The City is a complex organization that has several enterprise funds that necessitate the need for the services provided by municipal advisors. Additionally, the General Fund would also benefit from those same services.

Most cities and other local agencies utilize the services of a municipal advisor.

The Scope Of Work that we advertised is as follows:

4. Scope of Work

4.1. General Services
A successful proposer will have the ability to provide services including, but not limited to, comprehensive financial planning and analysis services, credit rating surveillance, advise on market conditions, debt issuance and continuing disclosure services in order to:

- achieve sufficient funds to operate the City
- identify revenue streams for the City
- and assist in efficient and effective administration in support of the management of the City

4.2. Financial Planning
The services to be provided by the municipal advisor shall be as needed and include, but not limited to, the following:

- Act as the City of Banning's Independent Registered Municipal Advisor as defined by the U.S. Securities Exchange Commission (SEC) in connection with all capital markets activity.

- Provide independent financial advice and serve solely the interest of the City of Banning.
  Review the overall financial status of the City and recommend specific financing programs to maximize resources available for the implementation of projects.
- Provide continuing updates and advice on the impact of current or proposed state or federal legislation and that could affect the financial plans of the City and refunding opportunities.
- Provide as-needed financial advice regarding market conditions and trends, financial products, credit analysis, alternative financing, State or Federally subsidized loan programs, and other specialty financing.
- Review the City's long-range financing strategy, particularly with respect to its capital improvement program.
- Develop a financing plan analyzing alternatives based on the City's needs and the municipal market environment evaluating structuring and pricing options: long or short term; callable or non-callable features; credit enhancement (Obtain bids if necessary); level debt service versus front or back-loaded debt service; and the consideration of premiums; discounts; or par securities.
- Review and evaluate the City's existing capital financing plans and work closely with Finance staff to determine whether current borrowing strategies need to be amended. Development of comprehensive capital plan, including the timing and security for planned borrowings, for its general fund and enterprise fund activities.
- Assist in the formulation of financing plans, including presentations of alternative financial programs and strategies, taking into consideration appropriate debt structures, timing, impact on tax rates and taxpayers, budgeting, credit ratings, tax laws, and assessment of capital market conditions.
- Analyze and make recommendations relating to various financing options so as to secure the lowest practical interest rate; enhance the marketability of the Bonds; achieve the widest competition for bond purchase to include retail, institutional, and other investor classes; and achieve optimal leverage of municipal resources, while maintaining a prudent level of risk, through debt obligations. Identify the advantages and disadvantages of any recommendations (bond market conditions, timing of sales, etc.).
  At the request of the City, advise the City on reinvestment strategies for bond proceeds and any other funds related to the financing, execute investment bid processes, as needed, and negotiate final terms and conditions on the City's behalf.
  Prepare and present information designed to facilitate understanding of public sector financing and its implications to City staff and elected officials.
- Be familiar with the City of Banning's existing debt levels and covenants relating to that debt, bond resolutions, financial policies, strategic plan, capital plan, and anticipated financing needs.
- Assist in preparing a financial model to include credit profile evaluation, valuation forecast, water fund financial forecast model, capital planning model and debt model.
- Assist with ancillary services such as debt and capital planning advisory services.
- Assist in the development of strategic financial plans and a financing schedule. This will include considering various potential financing. Techniques, including but not limited to, public versus privately- placed debt, fixed versus variable rate debt, long-term versus short-term amortization.
- Developing financial analysis and special reports as requested.
- Provide timely credit market information, evaluation and presentation of financing options, long-term financial planning, documentation of financing decision and on-going quantitative analysis.
- Advise on current market conditions in the context of upcoming bond issues which may impact interest rates and bond sales. Advise on bond issue timing based on market conditions.
- Conduct a survey of the financial resources of the City to determine the extent of their capacity to authorize, issue and service any debt instruments contemplated.
- Consider and analyze future financing needs projected by the City's staff and consulting experts.
- Provide recommendations to the City regarding debt instruments under consideration, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options of prior payment, security provisions, and such other provisions as may be appropriate in order to make the issue attractive to investors while achieving the objectives of the City.
- Advise the City of its interpretation of current bond market conditions, other related forthcoming

bond issues and general information, with economic data so that the date of sale of the debt instruments may be set at a favorable time.
- Review all outstanding long-term debt obligations for savings.
- Work with the City to balance bonds/cash/loans for ongoing Capital Improvement Projects.
- Provide advice to the City on development projects on an ongoing basis to include capital funding and revenue to the City as well as review and advise on long-term contracts with outside development partners.
- Work with the City on an ongoing basis to acquire and/or increase bond ratings and visibility with institutional investors.
- Perform other financial advisory services as may be required from time to time, including advising a municipality on refunding opportunities.
  Assist with preparing City Council presentations and/or make presentations to City Council and City Management, as requested.

4.3. Debt Management and Financial Implementation

The services to be provided by the municipal advisor shall be as needed and include, but not limited to, the following:

- Evaluate the particular financings being contemplated, giving consideration to the complexity, market acceptance, rating, size and structure in order to make the recommendation as to an appropriate method of sale.
- Provide recommendations for specific debt offerings, including but not limited to, options regarding timing, sizing, maturity schedules, call provisions and rate structure.
- Coordinate the preparation of the notice of sale and bidding instructions, official statement, official bid and such other documents as may be required and submit all such documents to the City for examination, approval and certification.
- Advise on all debt offerings, including proposed interest rates and yields, need for credit enhancements, pre-sale marketing, and negotiation of fees and expenses.
- Advise on bond sales climate and make recommendations with respect to whether sale of bonds should be competitive or negotiated. If negotiated, assist in the selection of bond underwriting firms by developing and issuing RFP's. Manage, analyze, provide summaries of RFP responses, and provide recommendations of the underwriting team.
- Make recommendations to the City as to the advisability of obtaining a credit rating, or ratings, for the debt instrument and, when directed by the City, coordinate the preparation of such information as may be appropriate for submission to the rating agency, or agencies.
- Upon request from the City, assist in the selection of a Trustee and/or Paying Agent for the debt instruments, and assist in the negotiation of agreements pertinent to these services and the fees incident thereto.
- Assist in preparation and review of official statements and other financing documents necessary for the issuance of debt. Conduct thorough review of the financial calculations relating to the sale of debt contained in the associated documents.
- Assist in the selection and assignment of roles and responsibilities of bond counsel, trustee, paying agent, insurers, printers, rating agencies, and other parties involved in the debt issuance process.
- Assist in the solicitation, evaluation, and negotiation of insurance proposals if needed.
  Assist with the preparation for and participate in presentations, discussions, meetings, and conference calls with credit rating agencies for the issuance of debt.
- Evaluate and provide expert advice during the bond pricing in the area of overall structure of the bond issue, including timing of the issue relative to market conditions, maturity structures, call provisions, interest rates, reserve fund requirements, disposition of bond proceeds, flow of funds, issuance costs, confirmation of present value savings, etc.
- Assist in the presentation, preparations, and distribution of the Preliminary Official Statement (POS), Notice of Sale (NOS), Official Statement (OS), and other documents and materials required to facilitate the sale of any securities. Provide mailing list and overall management of mailing of the POS and NOS to potential underwriters and investors and manage the production

mailing of the final OS.

- If the securities are sold on a competitive basis, assist in the bid process, verify the bids, and reallocate principal amounts throughout the loan if required to meet municipality objectives. Have a working knowledge with those competitive underwriters who typically lead syndicates that bid for municipal securities.
- Assist with the preparation for and participate in information meetings and conference calls with prospective investors and others, as appropriate, prior to the issuance of debt.
- Assist the City with independent auditor requests regarding debt related calculations or related information.
- Work with bond/tax counsel in advance of the publication or sale of any securities to ensure acceptance of the financing structure and the ability of bond counsel to deliver an unqualified opinion and review tax certificate to the municipality. Assist in the preparation and review of legal and financing documents in coordination with municipality legal counsel, bond counsel, underwriter's counsel (if any) and disclosure counsel (if any), City staff, and other relevant parties.
- Assist in the preparation and review of legal and financing documents in coordination with City staff, consultants, City Counsel, bond counsel, underwriter's counsel (if any) and disclosure counsel (if any), and other relevant parties.
- Create presentation materials and arrange calls/meetings with the rating agencies, bond underwriters (if negotiated), institutional investors, financial publications, credit enhancers, and other market participants. Note that presentation materials must meet or exceed the City's current aesthetic and informational standards.
- Participate in pre-closing and closing activities to ensure that all documents contained in the transaction of the sale accurately reflect the municipality's understanding of the terms of the transaction. Review and approve closing documents including the tax certificate and 8038 filing forms.
- Prepare a comprehensive "Final Pricing Book" within a reasonable time of the closing of each financing transaction that includes information requested by the City, at a minimum summary of the transaction describing any unique financing feature, security and other characteristics of the transaction.
- Assist in the preparation and the required reporting of continuing disclosure documents, monitoring and reporting of disclosure events.
- Make available qualified personnel for consultations and conferences with municipality officials, bond counsel, and staff members, as well as for other meetings on an as needed basis.
- With respect to bond financings, assist in sizing and structuring of the sale, prepare credit presentations, determine the maturing schedule, establish syndicate policies and closing procedures, and any other matters which may assist the City in obtaining the lowest practical interest cost and the widest competition for purchase of its obligations.
- After consulting with and receiving directions from the City, arrange for such reports and opinions of recognized independent consultants as may be appropriate for the successful marketing of the debt instruments.
- Provide feedback on underwriter recommendations, especially bond pricing and date.
- Assist in determining the best method for marketing ore remarketing bonds under current market conditions.
- Assist in evaluation of debt service reserve fund, and other debt related funds.
- Attend meetings of the governing body of the City, its staff, representatives or committees as requested at all times when Consultant may be of assistance or service and the subject of financing is to be discussed.
- To the extent authorized by the City, coordinate all work incident to printing of the offering documents and the debt instruments.
- Maintain liaison with Bond Counsel in the preparation of all legal documents pertaining to the authorization, sale and issuance of the debt instruments.
- As soon as a bid for the debt instruments is accepted by the City, coordinate the efforts of all concerned to the end that the debt instruments may be delivered and paid for as expeditiously as possible and assist the City in the preparation or verification of final closing figures incident to the

delivery of the debt instruments.
- After the closing of the sale and delivery of the debt instruments, deliver to the City a schedule of annual debt service requirements for the debt instruments and assure that the Trustee and or Paying Agent has been provided with a copy of the authorizing ordinance.
- Subsequent to the sale and delivery of Debt Instruments, review the transaction and transaction documentation with Bond Counsel and any other experts and consultants retained by the City and assist in developing appropriate responses to legal processes, audit procedures, inquiries, internal reviews and similar matters.
- Assist the City with independent auditor requests regarding debt related calculations or related information.
- The firm engaged as Municipal Advisor will not be permitted to participate as underwriter or provider of escrow securities for the City of Banning for the term of the contract, even if the Municipal Advisor resigns or is terminated during the term thereof.

4.4. Ballot Initiatives
Assist the City with any requested voter-approved revenue measures:
- Perform quantitative modeling and feasibility analysis that accounts for the distressed community designation that the City currently holds.
- Develop revenue strategies to meet operational, capital, and service needs.
- Analysis of tax types and ways to supplement through changes to parcel taxes, special taxes, general taxes, etc.
- Sales Tax Measures
- Utility Users Tax Measures
- Transfer Taxes
- Special Assessments
- Other measures
- Support services for management, elected officials, and community stakeholders, including but not limited to preparing tax filings, ballot arguments, community education, and reports to City Council.

4.5. Value Added Services Identified by the City
- Pension and Other Post-Employment Benefits (OPEB) services, such as Section 115 trusts, Unaccrued Actuarial Liability (UAL) restructuring, funding policies, risk assessment, forecasting and sensitivity analysis.
- Stakeholder education in areas of expertise.
- Continuing Disclosure Compliance.
- Vehicle lease versus buy analysis and budget management support services.
- Fiscal analysis and forecasting services including sensitivity and scenario analysis.
- Recession planning and efforts to provide early warning and planning for stability with the City's credit rating in mind.

JUSTIFICATION:

The City expects to issue debt for Wastewater, Water, and Electric in the next five (5) years. Financial modeling, evaluation, and assessment of financing needs or alternatives are needed citywide.

The City issued a Request for Proposals (RFP) for Municipal Advisory Services on March 6, 2024, which received two (2) proposals. NHA Advisors, LLC was selected for contract award through an evaluation process.

The evaluation scores are attached to this report.

FISCAL IMPACT:

This contract will be funded through task orders as defined in the Procurement Policy (B-30). Staff is currently requesting approval of a $100,000 task order to evaluate and assess financing and other options for the Electric Department to increase liquidity and stabilize or improve its bond rating. The first

task order will be appropriated and paid out of general ledger account 670-7000-473.33-11 for Professional Services.

ALTERNATIVES:

Do not approve Resolution and provide alternative direction.

ATTACHMENTS:

1. Resolution 2024-71, NHA Advisors LLC.docx
2. C01021 PSA - Municipal Advisory Services
3. Municipal Advisory Services Evaluation Tabulation

RESOLUTION 2024-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A THREE (3) YEAR CONTRACT WITH OPTION TO EXTEND FOR TWO (2) ADDITIONAL YEARS WITH NHA ADVISORS, LLC FOR MUNICIPAL ADVISORY SERVICES THAT WILL BE FUNDED VIA TASK ORDERS PER PROCUREMENT POLICY REQUIREMENTS AND APPROVING AN INITIAL TASK ORDER FOR $100,000 TO EVALUATE AND ASSESS FINANCING AND OTHER OPTIONS FOR THE ELECTRIC DEPARTMENT

WHEREAS, the City does not currently have a contract with a municipal advisor; and

WHEREAS, municipal advisory services include financial planning and modeling, market analysis, debt management and implementation, ballot initiatives, and other value added services; and

WHEREAS, the City expects to issue debt for Wastewater, Water, and Electric in the next five (5) years; and

WHEREAS, financial modeling, evaluation, and assessment of financing needs or alternatives are needed citywide; and

WHEREAS, the City issued a Request for Proposals (RFP) for Municipal Advisory Services on March 6, 2024, which received two (2) proposals; and

WHEREAS, NHA Advisors, LLC was selected for contract award through an evaluation process.

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

SECTION 1. The City Council approves Municipal Advisory Professional Services Agreement with NHA Advisors, LLC and authorizes the City Manager to make necessary non-substantive changes and to execute said agreement.

SECTION 2. This agreement will be managed through task orders per Procurement Policy (B-30) with the approval of an initial task order for $100,000 to assess and address liquidity issues in the Electric Department.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary non-substantive changes to the contract and effect 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 14th day of May 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 2024-71, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement with NHA Advisors, LLC

AGREEMENT FOR PROFESSIONAL SERVICES (C01021) FOR MUNICIPAL ADVISORY SERVICES BY AND BETWEEN CITY OF BANNING AND NHA ADVISORS, LLC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and **NHA ADVISORS, LLC**, a California limited liability company ("Consultant"), ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by issuance of Request for Proposals (RFP#23-055) for the performance of Municipal Advisory Services and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Eric J. Scriven	Principal

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than One Hundred Thousand Dollars ($100,000.00) for the initial task order (the "Contract Sum"). Future task orders issues will be approved in accordance with City of Banning's procurement threshold. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

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

3.4 Term.

The Term of this Agreement shall be from the Effective Date through May 31, 2027, with the option to extend for two (2) additional one-year terms unless sooner terminated as provided in Article 6 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

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

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Lincoln Bogard Deputy City Manager City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Eric J. Scriven Principal NHA Advisors, LLC 4040 Civic Center Drive, Suite 200 San Rafael, CA 94903 Email: eric@nhaadvisors.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Municipal Advisory Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Cost Proposal for Non-Contingent Work (Hourly Consulting)

For work related to the development of funding strategies and work outside of defined project financings, NHA proposes to work under an hourly time-and-material basis to avoid the implication of a bias towards any particular financing structure or whether a transaction is even warranted (i.e. sometimes the "best deal is no deal"). NHA is agnostic to the funding strategy selected by the City and does not want to create any perceived conflict through recommendations or development of funding alternatives.

Staff Allocation	Hourly Rate
Principal	$350
Director / Senior Vice President	$325
Vice President	$300
Assist. Vice President / Sr. Associate	$275
Associate	$250
Senior Analyst	$225
Analyst	$200
Administrative	$100

Cost Proposal for Bond and Short-Term Financing Issuance

For potential bond and short-term financing(s), NHA proposes to use a base fee with potential add-ons depending on the type of financing. The base fee is a function of method of sale, the time involved in the process, the complexity of the financing, the financing structure and the number of potential funding source(s).

The table below identifies the base fees for each of the three methods of sale – (1) private placement with a private party or bank (requiring no public offering disclosure document), (2) negotiated public offering with a pre-selected underwriter, or (3) competitive public offering engaging an underwriter through a competitive sale.

Method of Sale (Base Fee)	Short-Term Cash Flow Financing	Bond, Loan or Other Debt Financing
Private Placement	$22,500	$47,500
Public Offering – Negotiated Sale	$25,500	$62,500
Public Offering – Competitive Sale	$27,500	$67,500
Credit Rating Process (Add-On)		
Financing	$5,000	$10,000
Request for Proposal Process (Add-On)		
Broker-Dealer (Underwriter/Placement Agent)	$5,000	$5,000
Bond/Disclosure Counsel	$2,500	$2,500
Special Tax Consultant	$2,000	$2,000
Fiscal Consultant	$1,500	$1,500
Trustee	$1,000	$1,000

Estimated Total Fees for a Bond or Short-Term Note (3 Potential Scenarios)

The City's RFP requested a stated dollar bid amount for providing the services. Since the actual fee is a function of the type of financing and the services provided, below are some maximum total fees for example financing types. These maximum total fees are not contingent upon the size of the financing. We are excited to work with the City and NHA is always willing to discuss our fees with our clients to come to mutual agreement.

Potential City Financing Scenario	Maximum Fee
Long-Term Bond, sold as Public Offering (Negotiated), with Credit Rating services and Underwriter RFP Services	$77,500
Long-Term Bond, sold as a Private Placement with Placement Agent RFP services	$52,500
Short-Term Interim Construction Loan, sold as a Private Placement with Placement Agent RFP services	$27,500

Cost Proposal for WIFIA Loan and SRF Loan Issuance

NHA's proposed compensation for a WIFIA Loan or SRF Loan funding depends upon the time expected to be required to manage the process for all aspects of the financing plan to a successful outcome for the City. WIFIA Loan and SRF Loan Issuance are billed on an hourly, time and materials basis (estimated budgets identified below). The rates charged will be the hourly rates identified in the hourly rate table earlier in this price proposal. The actual fee is a function of the amount of time the WIFIA Loan or SRF Loan financing requires. Our estimates below are based on prior similar projects, but the City's actual fee could be less if the project requires less time than a typical WIFIA or SRF financing.

Financing Type	Estimated Budget
WIFIA Loan (Letter of Interest to Funding)	$80,825
SRF Loan (Application to Funding)	$50,000
Grant Application Support (As Needed)	To Be Determined

The table below summarizes how NHA developed our estimated budget for the WIFIA Loan fee above. Because we are billing on an hourly basis, our estimated budget for a WIFIA Loan is a function of the blended hourly rate and the number of hours anticipated for each component of the project. NHA strives to be efficient on all of our projects to minimize the cost to our clients. Accordingly, the blended hourly rate below assumes the majority (60%) of the NHA time spent on the project is coming from support staff and billed at their lower hourly rates (Assistant Vice President level and below).

WIFIA Loan Process	Assumed Blended Hourly Rate*	Estimated Hours	Estimated Hourly Billing
Preparation of Letter of Interest	$305	35	$10,675
Preparation of WIFIA Loan Application	$305	60	$18,300
WIFIA Loan Credit Rating Process	$305	50	$15,250
Finalizing WIFIA Loan	$305	120	$36,600
Total Estimated Project Budget			**$80,825**

**Blended rate based on assumed NHA staff workload allocations on similar WIFIA Loan projects (~40% Principal and VP; ~60% Assistant VP and support staff); actual workload allocations may differ based on your project specifics*

To the extent that the actual number of hours exceeds the estimates presented above due to a greater amount of work than is currently anticipated, NHA respectfully requests the opportunity to discuss the option of increasing the budget with City staff.

Cost Proposal for Post Compliance and Continuing Disclosure Services

Based on our review of the City's outstanding debt and the amount of time required to fulfil the reporting requirements on that debt, we have prepared the following fee quote for post compliance and continuing disclosure services. Fees in this section are quoted on a fixed fee (not hourly) basis.

1) **MSRB Continuing Disclosure Compliance (Rule 15c2-12):**

   For services related to MSRB Continuing Disclosure Compliance, NHA proposes a fixed annual fee payable upon successful submission of the Annual Reports. The following table provides a snapshot of the initial fees associated with the City's current obligations:

Existing MSRB Continuing Disclosure Reporting	Paid By	Annual Fee[(1)]
Water Enterprise Revenue Bonds, Refunding and Improvement Projects, 2015 Series	Water Fund	$3,000
Refunding Revenue Bonds (Electric System Project), Series 2015	Electric Utility	$3,000
Tax Allocation Refunding Bonds, Series 2016 (Taxable)	Successor Agency	$3,000
Improvement District No. 2004-1 (Fair Oaks Ranch Estates), Limited Obligation Improvement Bonds, Series 2005A[(2)]	Assessment	N/A
Total Annual Fee		**$9,000**

1) In the event that the City's audited financial statements are not available prior to the reporting due date and NHA is required to file both unaudited and audited reports, NHA has the option to assess a $500 refiling fee for each obligation that requires a second filing.

2) It is assumed that the City's special tax consultant has been and will continue to prepare and post these reports to EMMA.

As additional debt is issued, new continuing disclosure obligations would be billed at the flat fees in the ranges shown below. Actual fees will be on a case-by-case basis, based on the amount of work required for each obligation:

Future MSRB Continuing Disclosure Reporting	Annual Fee
General Obligation Bonds	$1,000-$2,250
Certificates of Participation/Lease	$1,250-$2,500
Utility Revenue Bonds (Water, Sewer, etc.)	$1,500-$3,250
Land Secured Bonds	$1,500-$3,500
Tax Allocation Bonds	$1,500-$3,500
WIFIA Loan*	$3,000-$4,000
Other	$1,000-$3,500

**WIFIA Loan reporting includes a 5-year projection updated each year. The fee range here accounts for the extra work involved in preparing those 5-year projections annually.*

2) CDIAC Annual Debt Transparency Reporting (SB 1029):

For services described in Task 2 of the Scope of Services, NHA proposes a fixed **annual fee of $500 per report**, payable upon successful submission of the reports. At present, the City has the following obligation outstanding that requires CDIAC Annual Debt Transparency Reporting.

CDIAC Annual Debt Transparency Reporting	Paid By	Annual Fee
2022 Master Lease Agreement (Vactor Truck)	General Fund	$500
Total Annual Fee		**$ 500**

3) CDIAC Yearly Fiscal Status Reporting:

a. Marks-Roos

For services described in Task 3a of the Scope of Services, NHA proposes a fixed **annual fee of $400 per report**, payable upon successful submission of the reports. At present, the City has no obligations outstanding that require Marks-Roos CDIAC Yearly Fiscal Status Reporting.

Marks-Roos CDIAC Yearly Fiscal Status Reporting	Paid By	Annual Fee
None	N/A	N/A
Total Annual Fee		**$ 0**

b. Mello-Roos

For services described in Task 3b of the Scope of Services, NHA proposes a fixed **annual fee of $750 per report**, payable upon successful submission of the reports. At present, the City has no obligations outstanding that require Mello-Roos CDIAC Yearly Fiscal Status Reporting.

Mello-Roos CDIAC Yearly Fiscal Status Reporting	Paid By	Annual Fee
None	N/A	$0
Total Annual Fee		**$ 0**

4) Private Placement Debt and Other Loan Reporting:

For services described in Task 4 of the Scope of Services, NHA proposes a fixed annual fee payable upon successful submission of the report. The following table provides a snapshot of the initial fee associated with the City's current obligations:

Private Placement Debt and Other Loan Reporting	Paid By	Annual Fee[(1)]
Wastewater Enterprise Refunding Revenue Bonds, 2019 Series	Wastewater Fund	$3,000
Total Annual Fee		**$3,000**

1) In the event that the purchasing bank requests additional information beyond what is outlined in the scope of work, this fee will increase commensurate with the additional work required to provide such information.

Future Obligations

In the event that the City issues additional privately placed debt or other loans that require periodic reporting, the annual fee will be commensurate with the amount of work required and the Future MSRB Continuing Disclosure Reporting fee schedule provided in Task 1 (Future MSRB Continuing Disclosure Reporting).

Grand Total Annual Fee - The initial combined annual fee for continuing disclosure reporting services will be **$12,500***.

Grand Total – All Tasks	Projected On-going Annual Fee*
Task 1: MSRB Continuing Disclosure Compliance	$9,000
Task 2: CDIAC Annual Debt Transparency Reporting	$500
Task 3a: Marks-Roos CDIAC Yearly Fiscal Status Reporting	$0
Task 3b: Mello-Roos CDIAC Yearly Fiscal Status Reporting	$0
Task 4: Private Placement Debt and Other Loan Reporting	$3,000
Grand Total Annual Fee	**$12,500**

** As prior obligations mature or new debt is issued, the Scope of Services and annual budget for services will change in accordance with the fees outlined above.*

Out-of-Pocket Expenses - Annual expense reimbursements would be capped at $1,500 without prior approval from the City and will be limited to third-party contractor work and data purchases required to secure specific information required to complete the respective reports. Data costs will be passed on to the City with no additional markup.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

None

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the rates stated in Exhibit "A".

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

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

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

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

SEE EXHIBIT "A"

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance to task order provisions and details.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

City of Banning
Purchasing Division
Barbara Mason, Purchasing Manager
99 E Ramsey St, Banning, CA 92220

EVALUATION TABULATION

RFP No. RFP-23-055

Municipal Advisory Services - City of Banning, CA

RESPONSE DEADLINE: April 15, 2024 at 11:59 pm

Report Generated: Friday, May 3, 2024

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications Points Based 25 Points (25%)	Pricing Points Based 15 Points (15%)	Experience (Projects of similar size and scope) Points Based 20 Points (20%)	Professional References Points Based 10 Points (10%)	Approach and Methodology Points Based 25 Points (25%)	Value Added Services Points Based 5 Points (5%)	Total Score (Max Score 100)
NHA Advisors, LLC	24	13.3	19	9.7	24	4	**94**
Kosmont Financial Services	23	11.7	17.3	9.7	21	2.7	**85.33**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-72, Approving an Amendment No. 1 to the Professional Services Agreement with Eide Bailly for External Audit Services for Fiscal Year 2022-23 Cost Overruns in the Amount of $145,000 after 20 Percent Discount**

RECOMMENDATION:

Adopt Resolution 2024-72.

BACKGROUND:

In accordance with the engagement letter for the fiscal year ended June 30, 2023, if unexpected circumstances arose during the audit, Eide Bailly would discuss them with the City and arrive at a new fee estimate.

During the current year audit, the time incurred to perform required audit procedures has exceeded original estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency.

JUSTIFICATION:

Throughout the audit process we have coordinated with Audit staff, researched matters, and performed a much deeper dive including detailed transaction testing, which included the identification of mis recorded items dating back several years and now requiring a prior period restatement.

Government Accounting Standard 100 – Accounting Changes and Error Corrections will be effective for the Fiscal Year 2023-24 audit and staff requested a more thorough review by the auditors in its first contract year due to prior financial misstatement items identified by Finance staff during the Fiscal Year 2021-22 audit and the upcoming implementation of said Standard.

FISCAL IMPACT:

$145,000 in Fiscal Year 2023-24. Some savings are likely to be realized in future years of the contract. This will be appropriated and paid out of general ledger account 705-4500-412.33-11 for Professional Services.

ALTERNATIVES:

Do not approve Resolution and provide alternative direction.

ATTACHMENTS:

1. Resolution 2024-72, Eide Bailey.docx
2. Amendment No.1 to Auditing PSA
3. City of Banning FYE 2023 Audit Engagement Amendment

RESOLUTION 2024-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO AGREEMENT C00853 WITH EIDE BAILLY FOR EXTERNAL AUDIT SERVICES FOR FISCAL YEAR 2022-23 COST OVERRUNS IN THE AMOUNT OF $145,000 AFTER 20 PERCENT DISCOUNT

WHEREAS, In accordance with the engagement letter for the fiscal year ended June 30, 2023, if unexpected circumstances arose during the audit, Eide Bailly would discuss them with the City and arrive at a new fee estimate; and

WHEREAS, during the current year audit, the time incurred to perform required audit procedures has exceeded original estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency; and

WHEREAS, throughout the audit process we have coordinated with Audit staff, researched matters, and performed a much deeper dive including detailed transaction testing, which included the identification of mis recorded items dating back several years and now requiring a prior period restatement; and

WHEREAS, Government Accounting Standard 100 – Accounting Changes and Error Corrections will be effective for the Fiscal Year 2023-24 audit and staff requested a more thorough review by the auditors in its first contract year due to prior financial misstatement items identified by Finance staff during the Fiscal Year 2021-22 audit and the upcoming implementation of said Standard; and

WHEREAS, based on the estimated additional time necessary to perform and complete the audit work, Eide Bailly is proposing an amendment and requesting an overage of $145,000 for this fiscal year's audit, which includes a proposed fee amendment discount of 20 percent on the overage.

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

SECTION 1. The City Council approves Amendment to Agreement with Eide Bailly for a not-to-exceed total of $145,000 and authorizes the City Manager to make necessary non-substantive changes and to execute said agreement.

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

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

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-74, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment to Agreement No. C00853 with Eide Bailey

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00853) FOR FINANCIAL AUDITING SERVICES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated July 28, 2023 for the purpose of providing Financial Auditing Services ("Agreement") following the Request for Proposals #23-029, as approved by City Council Resolution 2023-128.

B. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to Two Hundred Sixty-Six Thousand Three Hundred Dollars ($266,300.00).

The Parties therefore agree follows:

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

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No.1 shall not exceed One Hundred Forty-Five Thousand Dollars ($145,000.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Five Hundred Thirty-Six Thousand Eight Hundred Seventy-Three Dollars ($536,873.00).

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 Amendment No. 1 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	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young
City Attorney

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

ATTACHMENT "1"



April 22, 2024

Mr. Lincoln Bogard
Administrative Services Director
City of Banning, California

Dear Mr. Bogard:

We appreciate the opportunity to continue to serve the City of Banning, California (City) as the independent auditor. This letter is intended to set forth the basic understanding that we will incur additional time in performing the City's 2023 fiscal year-end audit and request to amend our engagement letter.

In accordance with our engagement letter for the fiscal year ended June 30, 2023, if unexpected circumstances arose during the audit, we would discuss them with the City and arrive at a new fee estimate. We have maintained frequent communication and weekly status meetings to discuss audit procedures, potential adjustments, pending items, delays and contract status.

During the current year audit, the time incurred to perform required audit procedures has exceeded original estimates in multiple audit areas, including cash, capital assets (including right of use lease and subscription-based information technology arrangement assets), interfund balances, accounts payable, long-term debt (including right of use lease and subscription-based information technology arrangement liabilities), accrued expenses, self-insurance, net position/fund balance, receivables/revenue, expenditures, pensions/OPEB, and successor agency. Throughout the audit process we have coordinated with City staff, allowed for the City to research matters and revise year-end schedules, reviewed support and modified our procedures. As the City continues to research and address items, modifications to the overall timeline are noted, and more detailed assistance has been required from higher level engagement team staff.

Based on the estimated additional time necessary to perform and complete our work, we are proposing an amendment and requesting an overage of $145,000 for this fiscal year's audit. Our proposed fee amendment includes a 20% discount on the overage.

A recap of the hours and comparison to our original proposal is included below:

Per Proposal	
Engagement Fee	$121,300
Hours	707
Blended Rate	$171.57

Actual to Date	**Rates**	**Hours**	**Hours to Complete**	**Estimated Total Hrs**		**Cost**
Partner	$400	38	30	68	$	27,200
Manager	300	399.38	60	459.38		$137,814
Senior	200	479.75	12	491.75		$98,350
Staff	150	359.33		359.33		$53,900
Admin	90	36.35	16	52.35		$4,712
		1312.81	118	1430.81	$	321,975

Contract Amount	**$**	**121,300**
Overage	$	200,675
Initial year - investment		(18,195)
		182,480
Discount at 20%		(36,496)
	$	145,984
Requested Overage	**$**	**145,000**

Please let me know if you have any questions.

Sincerely,

Roger E. Alfaro, CPA
Partner

EideBailly

CPAs & BUSINESS ADVISORS

April 22, 2024

Mr. Lincoln Bogard
Administrative Services Director
City of Banning, California

Dear Mr. Bogard:

We appreciate the opportunity to continue to serve the City of Banning, California (City) as the independent auditor. This letter is intended to set forth the basic understanding that we will incur additional time in performing the City's 2023 fiscal year-end audit and request to amend our engagement letter.

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Based on the estimated additional time necessary to perform and complete our work, we are proposing an amendment and requesting an overage of $145,000 for this fiscal year's audit. Our proposed fee amendment includes a 20% discount on the overage.

A recap of the hours and comparison to our original proposal is included below:

Per Proposal	
Engagement Fee	$121,300
Hours	707
Blended Rate	$171.57

Actual to Date	**Rates**	**Hours**	**Hours to Complete**	**Estimated Total Hrs**		**Cost**
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Contract Amount	**$**	**121,300**
Overage	$	200,675
Initial year - investment		(18,195)
		182,480
Discount at 20%		(36,496)
	$	145,984
Requested Overage	**$**	**145,000**

Please let me know if you have any questions.

Sincerely,



Roger E. Alfaro, CPA
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Banning, California by:

Name: _____

Title: _____

Date: _____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-73, Approving a Consulting Agreement for Year-End Close and Advisory Services with Eide Bailly for a Not-to-Exceed Total of $75,000 with a Term from Execution through December 31, 2024**

RECOMMENDATION:

Adopt Resolution 2024-73.

BACKGROUND:

City Council authorized the Finance Department to add an additional temporary staff or consultant to help cover department Director level activities while the Administrative Services Director completes a Citywide Forensic Investigation.

Eide Bailly offer consulting services to assist with year-end close processes, finding efficiencies for that process, and documenting and training staff on the procedures implemented.

The consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA).

JUSTIFICATION:

Eide Bailly will assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2024, and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

FISCAL IMPACT:

$75,000 total with less than half expected to be expended in Fiscal Year 2023-24 and the remaining to be expended in Fiscal Year 2024-25. These funds will be appropriated and paid out of general ledger account 001-1900-412.33-11 for Professional Services.

ALTERNATIVES:

Do not approve Resolution and provide alternative direction.

ATTACHMENTS:

1. Resolution 2024-73, Eide Bailey.docx
2. PSA (C001019) Eide Bailley PSA for Year End Closing Processes
3. Eide Bailly Consulting Engagement Letter
4. Sole Source - Eide Bailly.pdf

RESOLUTION 2024-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT (C01019) FOR YEAR-END CLOSE AND ADVISORY SERVICES WITH EIDE BAILLY LLP FOR A NOT-TO-EXCEED TOTAL OF $75,000 WITH A TERM FROM EXECUTION THROUGH DECEMBER 31, 2024

WHEREAS, the City Council authorized the Finance Department to add an additional temporary staff or consultant to help cover department Director level activities while the Administrative Services Director completes a Citywide Forensic Investigation; and

WHEREAS, Eide Bailly LLP offers consulting services to assist with year-end close processes, finding efficiencies for that process, and documenting and training staff on the procedures implemented; and

WHEREAS, the consulting division of Eide Bailly is separate from the audit and attest division and qualifies as independent according to Generally Accepted Accounting Principles, including Governmental Accounting Standards, and Statements on Standards for Attestation Engagements and Statements on Standards for Consulting Services as promulgated by the American Institute of Certified Public Accountants (AICPA); and

WHEREAS, Eide Bailly will assist in the development of modified or enhanced reconciliation processes and related templates, provide assistance with enhancements to or preparation of year-end Provided By Client (PBC) schedules to facilitate a timelier yearend close process, provide assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules, provide assistance with the year-end close process for the fiscal year ending June 30, 2024, and provide training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

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

SECTION 1. The City Council approves the Professional Services Agreement, attached hereto as Exhibit A, with Eide Bailly LLP for a not-to-exceed total of $75,000, and authorizes the City Manager to make necessary non-substantive changes and to execute said Agreement.

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

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-73, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Agreement for Professional Services (C01019) for
Financial Year End Closeout Processes (Eide Bailly LLP)

AGREEMENT FOR PROFESSIONAL SERVICES (C01019) FOR FINANCIAL YEAR END CLOSEOUT PROCESSES BY AND BETWEEN CITY OF BANNING AND EIDE BAILLY LLP

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Eide Bailly LLP, a Limited Liability Partnership ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought a proposal for the performance of the services for Financial Year End Closeout Processes and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by the American Institute of Certified Public Accountants (AICPA).

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, or other communication charges, and vehicles.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Roger Alfaro, CPA	Partner

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City, which shall not unreasonably be withheld. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City, except as noted in Exhibit A. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in **Exhibit C-1** and the not-to-exceed sub-budget rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Seventy-Five Thousand Dollars ($75,000.00) (the "Contract Sum"). The Contract Sum shall

include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through December 31, 2024, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years..

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer legally allowed to write insurance in the State of California with a rating of A-:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Reserved

4.7 Not used. Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within seven (7) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall provide such proof prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this

Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnities. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, and attributable to the fault of Consultant. Consultant's total liability to the Indemnitees and anyone claiming by, through, or under the Indemnitees, shall not exceed to the percentage share that Consultant's negligence bears to the total negligence of the Indemnitees, Consultant, and all other negligent entities and individuals, as determined by court decision or by the agreement of the Parties.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify and hold harmless the Indemnitees from and against any and all Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, and attributable to the fault of Consultant's sub-contractors and any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. Consultant's total liability to the Indemnitees and anyone claiming by, through, or under the Indemnitees, shall not exceed to the percentage share that

Consultant's sub-contractors' and any other person's or entity's involved by, for, with or on behalf of Consultant negligence bears to the total negligence of the Indemnitees, Consultant, and all other negligent entities and individuals, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if

Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials specifically prepared by Consultant, its employees, sub-contractors and agents for and required to be delivered to City under this Agreement (the "Consultant Documents") shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents specifically prepared by them which are required to be delivered to City under this Agreement; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer, unless required by law or applicable professional standards.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena, if lawful.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice

of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder, if lawful. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default and Consultant shall not be required to continue to perform until the matter is resolved. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9,

above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination,

Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Lincoln Bogard Deputy City Manager/Admin Svcs. Director City of Banning 99 East Ramsey Street Banning, California 92220 Email: lbogard@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Roger Alfario Partner Eide Bailly LLP 10681 Foothill Blved, Ste.300 Rancho Cucamonga, CA 91730 Email: ralfaro@eidebailly.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT: EIDE BAILLY LLP

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval:

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Financial Year End Closing Processes prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

EideBailly

CPAs & BUSINESS ADVISORS

April 22, 2024

Lincoln Bogard
Deputy City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

This letter outlines the understanding of the terms and objectives of the consulting engagement between Eide Bailly LLP (Eide Bailly) and the City of Banning, California (you).

Scope of Engagement

We will work with you to provide consulting services in connection with year-end close services, to include:

- Development of modified or enhanced reconciliation processes and related templates.
- Assistance with enhancements to or preparation of year-end PBC schedules to facilitate a timelier year-end close process.
- Assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules.
- Assistance with the year-end close process for the fiscal year ending June 30, 2024, and training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

Our engagement will be performed under the ***Statements on Standards for Consulting Services*** issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation, or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA ***Statements on Standards for Attestation Engagements*** and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct, and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our work papers for a period of at least eight years from the date of our report.

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Eide Bailly is conscious of our clients' desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. We estimate that our fees for the engagement will not exceed $75,000. Actual costs will be dependent on the actual hours required to complete the assigned tasks. If the scope of work is determined to be significantly different than anticipated, we will communicate with you prior to undertaking additional tasks so that there are no surprises. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Invoices are payable upon presentation.

Our work will be billed at the rates shown in the table below.

Staff Level	Hourly Rates
Partner	$371
Director	$350
Senior Manager	$318
Manager	$265
Supervisor	$235
Senior Associate	$201
Associate	$159

We recognize that clients want to control the cost of multi-year contracts by providing transparency on the front end regarding future rate increases. We adjust our rates on August 1st of each year. On August 1 of each year that you continue your relationship with the firm, the fixed amount and standard rate schedule shown above will be adjusted by the annual change in related labor costs for your area as of the preceding May 1st.

The ability to perform and complete our engagement consistent with the estimated fees included above depends upon the quality of your underlying accounting records and any other information required for the completion of our work, as well as the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other

proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our work is completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The City of Banning accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the City of Banning.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

EXHIBIT "B"
SPECIAL REQUIREMENTS

NONE REQUIRED

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") not to exceed the rates as stated in Exhibit "C-1"

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Staff Level	Hourly Rates
Partner	$371
Director	$350
Senior Manager	$318
Manager	$265
Supervisor	$235
Senior Associate	$201
Associate	$159

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products as determined in the initial 'kick-off' meeting between City and Consultant.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

EideBailly

CPAs & BUSINESS ADVISORS

April 22, 2024

Lincoln Bogard
Deputy City Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

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- Assistance with the development and implementation of a structured internal review process in the City's Finance Department for key transactions and year-end PBC schedules.
- Assistance with the year-end close process for the fiscal year ending June 30, 2024, and training for City staff on use of the processes, templates, and schedules developed as part of this engagement.

Our engagement will be performed under the *Statements on Standards for Consulting Services* issued by the American Institute of Certified Public Accountants (AICPA). We will not provide audit, review, compilation, or financial statement preparation services to any historical or prospective financial information or provide attestation services under the AICPA *Statements on Standards for Attestation Engagements* and assume no responsibility for any such information.

You will provide us, as promptly as possible, all requested information and documentation reasonably deemed necessary or desirable by us in connection with the engagement. You represent and warrant that all information and documentation provided or to be provided to us is true, correct, and complete, to the best of your knowledge and belief. We are authorized to rely upon such information and documentation without independent investigation or verification.

We may use third party service providers and/or affiliated entities (including Eide Bailly Shared Services Private Limited) (collectively, "service providers") in order to facilitate delivering our services to you. Our use of service providers may require access to client information by the service provider. We will take reasonable precautions to determine that they have the appropriate procedures in place to prevent the unauthorized release of confidential information to others. We will remain responsible for the confidentiality of client information accessed by such service provider and any work performed by such service provider. You acknowledge that your information may be disclosed to such service providers, including those outside the United States.

We agree to retain our work papers for a period of at least eight years from the date of our report.

Timeline

We will begin our work upon acceptance of this engagement agreement. We would expect to have our work completed by December 31, 2024. This timetable assumes the timely receipt of requested information and the cooperation of the parties involved. If delays are experienced in receiving information, the delivery of our work will be delayed accordingly.

Fees

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses, including administrative charges. Eide Bailly is conscious of our clients' desire to achieve results at a reasonable cost, and we are mindful of that when choosing which level of staff to assign to an engagement. We estimate that our fees for the engagement will not exceed $75,000. Actual costs will be dependent on the actual hours required to complete the assigned tasks. If the scope of work is determined to be significantly different than anticipated, we will communicate with you prior to undertaking additional tasks so that there are no surprises. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Invoices are payable upon presentation.

Our work will be billed at the rates shown in the table below.

Staff Level	Hourly Rates
Partner	$371
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Associate	$159

We recognize that clients want to control the cost of multi-year contracts by providing transparency on the front end regarding future rate increases. We adjust our rates on August 1st of each year. On August 1 of each year that you continue your relationship with the firm, the fixed amount and standard rate schedule shown above will be adjusted by the annual change in related labor costs for your area as of the preceding May 1st.

The ability to perform and complete our engagement consistent with the estimated fees included above depends upon the quality of your underlying accounting records and any other information required for the completion of our work, as well as the timeliness of your personnel in providing information and responding to our requests. To assist with this process, we will provide you with a Prepared-by-Client (PBC) request that identifies the information we will require to perform our engagement, as well as a planned timeline for the engagement. A failure to provide this information in an accurate and timely manner may result in an increase in our fees and/or a delay in the completion of our engagement.

We may be requested to make certain engagement documentation available to outside parties, including regulators, pursuant to authority provided by law or regulation or applicable professional standards. If requested, access to such engagement documentation will be provided under the supervision of Eide Bailly LLP's personnel. Furthermore, upon request, we may provide copies of selected engagement documentation to the outside party, who may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We will be compensated for any time and expenses, including time and expenses of legal counsel, we may incur in making such engagement documentation available or in conducting or responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other

proceedings as a result of our Firm's performance of these services. You and your attorney will receive, if lawful, a copy of every subpoena we are asked to respond to on your behalf and will have the ability to control the extent of the discovery process to control the costs you may incur.

Should our relationship terminate before our work is completed, you will be billed for services to the date of termination. All bills are payable upon receipt. A service charge of 1% per month, which is an annual rate of 12%, will be added to all accounts unpaid 30 days after billing date. If collection action is necessary, expenses and reasonable attorney's fees will be added to the amount due.

The City of Banning accepts responsibility for the results of the services being provided and agrees to perform the following functions in connection with this engagement:

- Make all management decisions and perform all management functions.
- Designate a competent individual to oversee the services.
- Evaluate the adequacy and results of the services performed.
- Accept responsibility for the results of the services.
- Establish and maintain internal controls, including monitoring ongoing activities.

Eide Bailly, LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business Code. It is not anticipated that any of the non-licensee owners will be performing services for the City of Banning.

MEDIATION

Any disagreement, controversy, or claim arising out of or related to any aspect of our services or relationship with you (hereafter a "Dispute") shall, as a precondition to litigation in court, first be submitted to mediation. In mediation, the parties attempt to reach an amicable resolution of the Dispute with the aid of an impartial mediator. Mediation shall begin by service of a written demand. The mediator will be selected by mutual agreement. If we cannot agree on a mediator, one shall be designated by the American Arbitration Association ("AAA"). Mediation shall be conducted with the parties in person in Rancho Cucamonga, California. Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties. Neither party may commence a lawsuit until the mediator declares an impasse.

LIMITED INDEMNITY

Eide Bailly LLP and its partners, affiliates, officers, and employees (collectively "Eide Bailly") shall not be responsible for any misstatements in the information provided to us to complete our engagement that we may fail to detect as a result of misrepresentations or concealment of information by any of your owners, directors, officers, or employees. You shall indemnify and hold Eide Bailly harmless from any claims, losses, settlements, judgments, awards, damages, and attorneys' fees arising from any such misstatement or concealment of information.

If through no fault of Eide Bailly we are named as a party to a dispute between you and a third party, you shall indemnify and hold Eide Bailly harmless against any losses, damages, settlements, judgments, awards, and the costs of litigation (including attorneys' fees) we incur in connection with the dispute.

Eide Bailly shall not be entitled to indemnification under this agreement unless the services were performed in accordance with professional standards in all material respects.

LIMITATION OF LIABILITY

The exclusive remedy available to you for any alleged loss or damages arising from or related to Eide Bailly's services or relationship with you shall be the right to pursue claims for actual damages that are directly caused by Eide Bailly's breach of this agreement or Eide Bailly's violation of applicable professional standards. In no event shall Eide Bailly's aggregate liability to you exceed two times fees paid under this agreement, nor shall Eide Bailly ever be liable to you for incidental, consequential, punitive, or exemplary damages, or attorneys' fees.

TIME LIMITATION

You may not bring any legal proceeding against Eide Bailly unless it is commenced within twenty-four (24) months ("Limitation Period") after the date when we delivered our report, return, or other deliverable under this agreement to you, regardless of whether we do other services for you or that may relate to the engagement. The Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of a possible Dispute.

GOVERNING LAW AND VENUE

Any Dispute between us, including any Dispute related to the engagement contemplated by this agreement, shall be governed by Minnesota law. Any unresolved Dispute shall be submitted to a federal or state court located in Minneapolis, Minnesota.

ASSIGNMENTS PROHIBITED

You shall not assign, sell, barter, or transfer any legal rights, causes of actions, claims, or disputes you may have against Eide Bailly to any person.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement including our respective responsibilities.

We appreciate the opportunity to be of service to you and look forward to working with you and your staff.

Respectfully,



Dr. Bradford Rockabrand, CPA
Partner

****

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Banning, California by:

Name: _____

Title: _____

Date: _____

SOLE SOURCE/EMERGENCY PURCHASE JUSTIFICATION

Date: 05/09/2024 Dept./Div.: Finance Phone: 951-922-3118

Contact: Bradford Rockabrand LINCOLN BOBBARD

Vendor: Eide Bailly LLP

Address: 10681 Foothill Blvd., Ste. 300, Rancho Cucamonga, CA 91730 Phone: 909-466-4410

Check reason for sole source/emergency purchase request:

- ☐ **Sole Source:** No other items are known to exist which perform the same function.
- ☐ **Standardization:** The City requires the item(s) to standardize parts, design, quality, etc. (explain in more detail below)
- ☐ **Scarce Commodity:** To procure a commodity that is in critical short supply, such as fuel, potable water, MRE's porta-potties, etc. and the vendor will be out of inventory if the bid process is followed. (This option is not permitted once inventories begin to normalize.
- ☐ **Emergency Protective Measures:** This classification is for extraordinary measures that may be needed when life, public health or improved property are in imminent danger. For instance, during the winter season, the purchase of sand and sand bags would not constitute an extraordinary measure. Purchases of sand and sandbags should be a normal purchase and anticipated before the winter season arrives. An extraordinary protective measure could be the rental of temporary fencing to cordon off structures in imminent danger of collapse.
- ☑ **Emergency Consulting Services:** The procurement is for a technical consulting service of an immediate nature, such as inspection of a heavily damaged structure to determine if a collapse is imminent or inspection of a slope to determine the nature and extent of landslide potential.
- ☐ **Emergency Road Clearance:** Services needed to clear roads to provide access for emergency service vehicles. This is not used for general debris removal.
- ☐ **Other Emergency Requirement:** Purchase necessary for the preservation of life, public health or improved property due to imminent danger. Provide a brief explanation of the immediate problem and include the potential consequences if left unaddressed
- ☐ **Non-Responsive Bids:** Bids were solicited, but no responsive bid has been received from requested bidders. A copy of all bids and a list of other solicited vendors must be attached.
- ☐ **Pre-Existing Contract:** The purchase was made under terms of a pre-existing competitively bid disaster services, materials, or supplies contract.
- ☐ **Patent or Copyright:** The item is patented or copyrighted and vendor has exclusive sales rights.
- ☐ **Legal Monopoly:** The item or product or service of a legal monopoly.
- ☐ **Captive Replacement Part:** The item is a captive replacement part. Use of a generic part will void a warranty, or use of a generic part will require extensive modifications to existing equipment which would be cost prohibitive.
- ☐ **Sole Distributor:** The vendor is the only authorized distributor of this item.

Narrative Justification – Explain the following. Be very precise when filling in this section.

- Describe what is being purchased or rented.
- Describe where the equipment, material or services will be used.

- Specify the immediate hazard or threat that poses imminent danger. (The phase "earthquake damage" is insufficient. Provide detail: "A three story unreinforced masonry building is severely damaged and appears to be in imminent danger of collapse onto the public right of way."
- Describe the minimum acceptable actions that can be taken to reduce or eliminate the hazard i.e., "Install temporary chain link fencing around the structure at a distance of 20 feet from the building."
- Describe consequences if left unaddressed. "The building may collapse injuring bystanders."

Product or service to be purchased or rented:

Year-End Close consulting service to assist Administrative Services Director (ASD) streamline ACFR issuance and to allow ASD to perform Citywide Forensic Examination per City Council Direction.

Location of product or service use:

Remote and onsite consulting services.

Specific Hazard or Threat (complete for emergency justification):

This is an emergency contract since there is not sufficient time to perform an RFP for these services prior to FYE. Utilizing our external audit firm due to detail orientation demonstrated in the first year of the audit. This is a separate division of Eide Bailly LLP and there are no independence issues per GAAP.

Minimum action to reduce threat (complete for emergency justification):

Streamline year-end close process and help build internal procedures and help with establishing internal ACFR preparation.

Consequences if unaddressed (complete for emergency justification):

ASD unable to complete Citywide Forensic Examination.

Cost Rationality – The cost of the equipment, supplies or services procured are deemed to be rational by virtue of the following circumstances. Check the appropriate box(es) below. Attach any documentation to support you rational.

- [x] The prices charged are comparable with the prices paid for similar goods or services within the last 12 months.
- [ ] Using readily available catalogs or price lists, and/or internet sources, it's determined that the cost are reasonable within the circumstances at hand. (Attach copies)
- [ ] The prices paid for the goods or services exceed normative pricing, but the circumstances required their purchase, and only enough of the goods or services were purchased to deal with the specific emergency at hand. All additional purchases of the same goods or services will be made through normal procedures.
- [ ] There are no available sources for market cost rationale due to the above mentioned sole source, non-responsive bids, patent or copyright, legal monopoly and sole distributor classification.

Authorizations:

Dept. Head's Signature: _____ Date: 05/09/2024

Purchasing Officer's Signature: **Signature:** Barbara Mason Date: 09/05/24

Email: bmason@banningca.gov

City Manager's Signature: **Signature:** _____ Date: 09/05/24

Email: dschulze@banningca.gov

ATTACH TO THE SOLE SOURCE FORM
DETAILED JUSTIFICATION FOR SOLE SOURCE:
(widen text boxes as necessary)

The requestor shall clearly provide:

a. A detailed description of the type of contract to be established;

Year-End Close consulting service to assist Administrative Services Director (ASD) streamline ACFR issuance and to allow ASD to perform Citywide Forensic Examination per City Council Direction.

b. A detailed description of services and/or commodities to be provided by the vendor;

Year-End Close consulting service to assist Administrative Services Director (ASD) streamline ACFR issuance and to allow ASD to perform Citywide Forensic Examination per City Council Direction. Streamline year-end close process and help build internal procedures and help with establishing internal ACFR preparation.

c. An explanation of why the recommended vendor is the only one capable of providing the required services and/or commodities and include back-up information to support the justification;

This is an emergency contract since there is not sufficient time to perform an RFP for these services prior to FYE. Utilizing our external audit firm due to detail orientation demonstrated in the first year of the audit. This is a separate division of Eide Bailly LLP and there are no independence issues per GAAP.

d. The identity of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;

No other bids sought due to the competitive pricing quoted by Eide Bailly for the Scope of Work proposed. This is an emergency contract since there is not sufficient time to perform an RFP for these services prior to FYE. Utilizing our external audit firm due to detail orientation demonstrated in the first year of the audit. This is a separate division of Eide Bailly LLP and there are no independence issues per GAAP.

e. An explanation of how the recommended vendor's prices or fees compare to the general market and attach quotes for comparable services and supplies, if available (limited competition);

No other bids sought due to the competitive pricing quoted by Eide Bailly for the Scope of Work proposed.

f. An explanation of how the City would accomplish this particular task if the recommended vendor could not provide the product or service.

ASD would be unable to complete Citywide Forensic Examination.

Note: Valid Sole Source justification requires strong technological or strong programmatic justifications

Sole Source - Eide Bailly Consulting

Final Audit Report 2024-05-09

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CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Ann Marie Loconte, Associate Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-74, Confirming the Levy and Collection of Assessments within the City of Banning's Landscape Maintenance District No. 1 for Fiscal Year 2024/2025, Pursuant to the Provisions of Part 2 of Division 15 of the California Streets and Highways Code**

RECOMMENDATION:

Conduct the public hearing and if no objections to the levy and collection of the proposed assessments are received, adopt Resolution 2024-74.

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990 ordering the formation of LMD No. 1, ("the District"). An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution 2005-36 on May 10, 2005. Tract No. 32370 was annexed into the LMD on November 14, 2023 when the City Council approved Annexation No. 2. A map displaying the District and its' Zones is shown as Attachment 2.

On February 13, 2024 the City Council approved Resolution 2024-21, initiating proceedings for the fiscal year update of LMD No. 1 and ordering the City Engineer to prepare and to file a Report in accordance with the 1972 Act. The District, by special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part of private development projects and all of which are located in the public right-of-way. The 1972 Act requires that assessments be levied according to benefit rather than according to assessed value.

Subsequently, on March 26, 2024, the City Council adopted Resolution 2024-51, approving the Engineer's Report. Resolution 2024-XXX, if approved, will confirm the assessments for the Fiscal Year 2024/2025. The schedule updating LMD No. 1 is shown as Attachment 3, and the Notice of Public Hearing advertised in the Record Gazette on April 26, 2024 is shown on Attachment 4.

For Fiscal Year 2024/2025, the Engineer's Report does reflect a Consumer Price Index (CPI) percentage increase of 2.88% on the assessments over the last fiscal year applied only to those tracts annexed into the District in 2005 and 2023, respectively: Tracts 28252, 30793, 31833, 31834, 31835, 30906, and 32370, zones six through eleven. The annual Engineer's Report approved as part of Resolution 2024-51 lists the Assessment Unit (AU) rates and costs to be levied to the property owners within LMD No. 1 for FY 2024/2025 and a summary is shown as Attachment 5.

JUSTIFICATION:

The City Council approved the formation of LMD No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of this Resolution will enable the City of Banning to assess the property owners located within the District to provide for the funding required to maintain landscape areas located within the public right-of-way directly benefiting said property owners

FISCAL IMPACT:

Based on the proposed assessments in the Engineer's Report, the estimated revenues for Fiscal Year 2024/25 for LMD No. 1 will be approximately $159,169.91, with the 2.88% CPI increase applied to the existing tracts annexed into the District in 2005 and 2023, respectively: Tracts 28252, 30793, 31833, 31834, 31835 and 30906, Zones six through ten and Tract 32370, Zone 11 of Annexation No. 2. If approved, the annual assessment for a single-family dwelling in zones six through ten would increase from the current rate of $252.63 to $259.91 and for Zone 11 from $392.64 to $403.95.

The estimated expenses for FY 24/25 are $155,028.11 (based on FY 2023/2024 actual costs), a surplus of approximately $4,141.80 for the overall District. It should be noted that each zone within the District has its own fund balance separate from other zones.

Attachment 6 identifies funding reserve balances in each zone. Many of the zones (Zones 1,3,4, and 5) do not have sufficient reserves to cover the projected expenses in future years; therefore, a further reduction in maintenance services is imminent to reduce costs.

ALTERNATIVES:

1. Adopt Resolution 2024-74 as recommended.
2. Adopt Resolution 2024-74 with modifications.
3. Do not approve Resolution 2024-74 and provide alternative direction to staff.

ATTACHMENTS:

1. Resolution 2024-74, LMD No. 1 Levy.doc
2. Attach. 2- LMD No.1 Map.pdf
3. Attach. 3- Tentative Schedule for Updating LMD No. 1.doc
4. Attach. 4 Proof of Publication.pdf
5. Attach. 5 LMD No. 1 Tracts, Zones and Assessments for FY 24-25.docx
6. Attach. 6 Zone Funding.docx
7. Attach. 7 CC Resolution No. 2024-021.pdf
8. Attach. 8 CC Resolution No. 2024-051.pdf
9. Exhibit A to Reso LMD No.1 Map and Zones.pdf

RESOLUTION 2024-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, CONFIRMING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF BANNING'S LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024/2025, PURSUANT TO THE PROVISIONS OF PART 2 OF DIVISION 15 OF THE CALIFORNIA STREETS AND HIGHWAYS CODE

WHEREAS, at its regularly scheduled meeting on February 13, 2024, the City Council of the City of Banning has by its Resolution 2024-21 initiated proceedings for the levy and collection of assessments for the 2024/2025 Fiscal Year for Landscape Maintenance District (LMD) No. 1, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code; and

WHEREAS, at its regularly scheduled meeting on March 26, 2024, the City Council adopted its Resolution 2024-51, approving the Engineer's Report (Report) of the City Engineer and declaring the intention of the City Council to order the levy and collection of assessments to pay for the costs and expenses of maintaining and operating existing and proposed public landscaped areas in the City of Banning for Fiscal Year commencing July 1, 2024 and ending June 30, 2025; and

WHEREAS, as stated in the Engineer's Report dated March of 2024, a 2.88% Consumer Price Index (CPI) increase will only be applied to the existing tracts annexed into the LMD ("the District") in 2005 (Annexation No.1) and in 2023 (Annexation No. 2); and

WHEREAS, after holding a duly noticed Public Hearing on May 14, 2024 to consider public opinion on the matter, the City Council orders the levy and collection of assessments to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping facilities in the City of Banning for the Fiscal Year commencing July 1, 2024 and ending June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The above recitals are all true and correct.

SECTION 2. Following notice duly given by publication, the City Council has held a full and fair Public Hearing regarding the levy of the proposed assessment within Landscape Maintenance District No. 1 for the Fiscal Year commencing July 1, 2024 and ending June 30, 2025, to pay for the costs and expenses of maintaining and servicing existing and proposed public landscaping and storm drain facilities installed and constructed within public places in the City of Banning, pursuant to the terms and provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code. All interested persons were offered the opportunity to hear

and be heard regarding protests and objections to the levy and collection of the proposed assessment against lots or parcels of real property within City of Banning, Landscape Maintenance District No. 1. No objections to the levy and collection of the proposed assessments for the Fiscal Year commencing on July 1, 2024 and ending on June 30, 2025, were received by the City Council. The boundaries of the District are located in the City of Banning, County of Riverside, and are shown on Exhibit "A" to this Resolution and on the District Location Map in Section 2 of the Report.

SECTION 3. The City Council hereby orders the operation and maintenance of the existing and proposed public landscape facilities installed and constructed in public places in the City of Banning and hereby confirms the diagram and assessment set forth in the Engineer's Report.

SECTION 4. The assessment is in compliance with the provisions of the "Landscaping and Lighting Act of 1972," being Part 2 of Division 15 of the California Streets and Highways Code and with any applicable provisions of Proposition 218.

SECTION 5. The assessment is levied without regard to property valuation and is Riverside County Property Tax Fund Number 68-2058-FC (Zone 1) and 68-0297-FC through 68-0305-FC (Zones two through ten) and 68-2066-FC, Zone 11.

SECTION 6. The assessment is levied for the purpose of paying the costs and expenses of maintaining and servicing existing and proposed public landscaping areas installed and constructed in public places in the City of Banning for the Fiscal Year commencing on July 1, 2024 and ending on June 30, 2025.

SECTION 7. The adoption of Resolution 2024-XXX constitutes the levy of an assessment for the Fiscal Year commencing on July 1, 2024 and ending on June 30, 2025.

SECTION 8. The operation, maintenance and servicing of public landscaping facilities shall be performed pursuant to law and the County Assessor/Recorder-Auditor of Riverside County shall enter on the County Assessment Roll opposite each lot or parcel of land the amount of the assessment and such assessments shall then be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the assessments shall be paid to the City Treasurer.

SECTION 9. The Administrative Services Director shall deposit all monies representing assessments collected by the County to the credit of a special fund known as Improvement Fund, Landscape Maintenance District No. 1.

SECTION 10. The City Clerk is hereby authorized and directed to file the assessment, or a certified copy of the assessment, with the Riverside County, Assessor's Office, together with a certified copy of Resolution 2024-XXX upon its adoption.

SECTION 11. A certified copy of the assessment shall be filed in the Office of the City Clerk, with a duplicate copy on file in the Office of the City Engineer and open for public review.

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-74, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

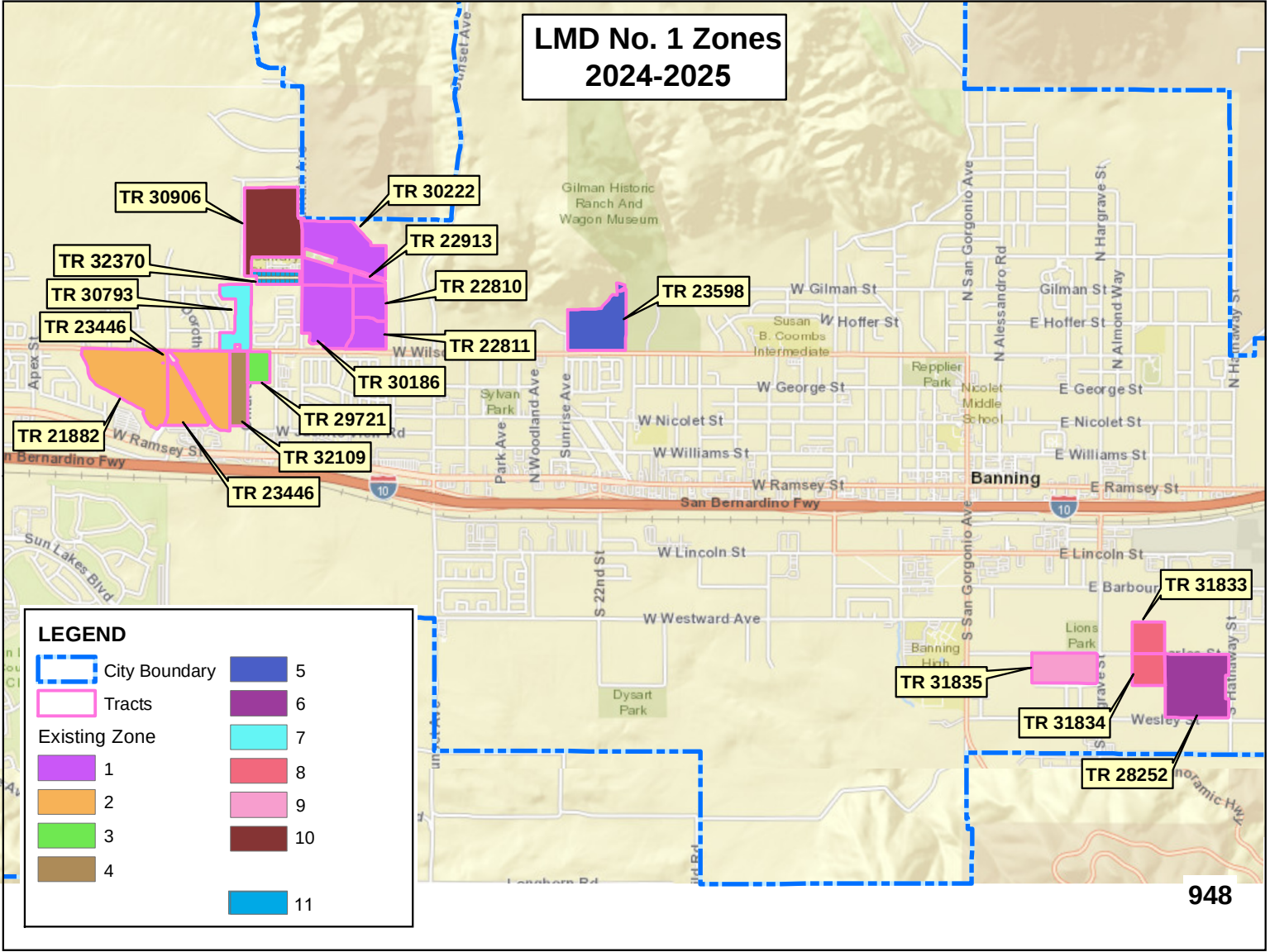
NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Landscape Maintenance District No. 1 Map with Zones


LMD No. 1 Zones
2024-2025
TR 30906
TR 30222
TR 22913
TR 32370
TR 22810
TR 30793
TR 23598
TR 23446
TR 22811
TR 30186
TR 29721
TR 21882
TR 32109
TR 23446
TR 31833
TR 31835
TR 31834
TR 28252
Gilman Historic Ranch And Wagon Museum
W Gilman St
W Hoffer St
Susan B. Coombs Intermediate
Gilman St
E Hoffer St
W George St
E George St
W Nicolet St
E Nicolet St
W Williams St
E Williams St
W Ramsey St
E Ramsey St
Banning
San Bernardino Fwy
W Lincoln St
E Lincoln St
W Westward Ave
Dysart Park
Sylvan Park
Repplier Park
Nicolet Middle School
Lions Park
Banning High
Wesley St
Sun Lakes Blvd
Apex St
Park Ave
N Woodland Ave
Sunrise Ave
S 22nd St
N San Gorgonio Ave
S San Gorgonio Ave
N Alessandro Rd
N Hargrave St
N Almond Way
N Hathaway St
S Hathaway St
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
11

ATTACHMENT 3

(Schedule for Updating Landscape Maintenance District No. 1)

Item	Council Meeting
Resolution Initiating Update	February 13, 2024
Resolution of Intention (Approving Engineer's Report)	March 26, 2024
Resolution Confirming Assessment (Public Hearing)	May 14, 2024

Record Gazette
218 N Murray St.

Proof of Publication

(2015.5 C.C.P.)

NOTICE OF PUB. HEARING RESOLUT

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:

April 26, 2024

Executed on: 04/26/2024

At Banning ,CA

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kelley Matthews
Signature

NOTICE OF PUBLIC HEARING
PURSUANT TO LAW, NOTICE IS HEREBY GIVEN of a Public Hearing before the City Council of the City of Banning, to be held at a regular City Council Meeting on Tuesday, May 14, 2024, at 5:00 p.m. at the Banning Civic Center Council Chambers, 99 E. Ramsey Street, Banning, California regarding a Resolution, Confirming a Diagram and the Levy and Collection of Assessments within the City of Bannings Landscape Maintenance District No. 1 for Fiscal Year 2024/25. ALL INTERESTED PARTIES are invited to attend said hearing and present oral or written testimony on the matter or send their written comments to the City Clerk, P.O. Box 998, Banning, California 92220. Information regarding the foregoing can be obtained by contacting the Engineering Division of the Public Works Department at the above address or by telephone at 951-922-3130. Data relevant to this matter will be available for public viewing at Banning City Hall, 99 E. Ramsey Street, Banning, California for the period of 10 days prior to the Public Hearing. If you challenge any decision regarding the above proposal in court, you may be limited to raising only those issues you or someone else raised in written correspondence delivered to the City Clerk at, or prior to, the time the City Council makes its decision on the proposal; or, if a public hearing is held on the proposal, you or someone else must have raised those issues at the public hearing or in written correspondence delivered to the hearing body at, or prior to, the hearing (California Government Code, Section 65009). BY ORDER OF THE CITY CLERK of the City of Banning, California.
/s/ Caroline Patton, Administrative City Clerk
City of Banning, California
DATED: April 16, 2024
PUBLISH: April 26, 2024

ATTACHMENT 5

Landscape Maintenance District No. 1 Tracts/Zones and Assessments for Fiscal Year 2024/2025

Tract No.	No. of AU	Zone	Proposed Cost/AU (FY 2024/25)
22810	43	1	$108.90
22811	39	1	$108.90
22913	9	1	$108.90
30186	107	1	$108.90
30222	121	1	$108.90
21882	134	2	$113.31
23446	138	2	$113.31
29721	21	3	$113.31
32109	38	4	$113.31
23598	97	5	$98.91
28252	70	6	$259.91
30793	43	7	$259.91
31833	17	8	$259.91
31834	18	8	$259.91
31835	33	9	$259.91
30906*	87	10	$259.91
32370	19	11	$403.95
Total	**1,034**		**$159,169.91**

AU= Assessment Unit

CPI of 2.88% applied to 2005 Annexation No. 1 and 2023 Annexation No. 2 Tracts only, Zones 6 -11.

*Tract No. 30906 has a total of 303 AU; therefore, a total of 216 remain.

ATTACHMENT 6

PROJECTED ZONE RESERVE BALANCES

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10	Zone 11
24/25 Reserve Balance Available	$43,035.08	$38,180.47	$2,947.76	$5,334.04	$11,885.46	$22,538.51	$13,845.08	$11,269.25	$10,625.30	$28,012.14	$9,507.92
24/25 Total Costs	$53,376.15	$26,230.07	$4,882.09	$4,687.76	$13,411.88	$6,622.21	$7,824.13	$9,225.28	$6,991.04	$16,499.73	$5,337.75
24/25 Total Revenue	$34,739.10	$30,820.32	$2,379.51	$4,305.78	$9,594.27	$18,193.70	$11,176.13	$9,096.85	$8,577.03	$22,612.17	$7,675.05
24/25 Rev. – Expenses (Costs)	($18,637.05)	$4,590.25	($2,442.58)	($381.98)	($3,817.61)	$11,571.49	$3,352.00	($128.43)	$1,585.99	$6,112.44	$2,337.30
25/26 Reserve Balance	$24,398.03	$42,770.72	$505.17	$4,952.05	$8,067.85	$34,110.00	$17,197.08	$11,140.82	$12,211.29	$34,124.58	$11,845.22

RESOLUTION 2024-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, INITIATING PROCEEDINGS TO UPDATE LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR THE FISCAL YEAR 2024/2025, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972

WHEREAS, the City Council, pursuant to the provisions of the "Landscaping and Lighting Act of 1972," Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500, desires to initiate proceedings to update the City of Banning's Landscape Maintenance District No. 1, and to levy and collect annual assessments to pay for the operation, maintenance and servicing of landscaping and all appurtenant facilities related thereto.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council desires to update Landscape Maintenance District No. 1 for Fiscal Year 2024/2025, pursuant to the "Landscaping and Lighting Act of 1972" (Section 22500 and following, Streets and Highways Code) for the purpose of the following improvements:

Maintaining and servicing street trees, parkways, median islands, perimeter strips and backup walls, side slopes adjacent to sidewalks and storm drains, open space areas, flood detention or retention basins, and the irrigation of the above improvements.

SECTION 2. The City Council hereby directs the City Engineer to prepare and file with the City Clerk an Engineer's Report in accordance with Article 4 of Chapter 1 of the "Landscaping and Lighting Act of 1972".

SECTION 3. The fee to be assessed will not exceed the reasonable cost of providing the service. The fee charged shall be based on the rate and methodology set forth in Resolution Nos. 1990-59, 2005-36 and 2023-177.

SECTION 4. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 13th day of February 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita R. Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-21, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13 day of February 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION 2024-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF BANNING LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2024-25, APPROVING THE ENGINEER'S REPORT FOR FISCAL YEAR 2024-25 AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

WHEREAS, on August 14, 1990, the City Council of the City of Banning ("City Council") adopted Resolution 1990-59, authorizing the formation of Landscape Maintenance District No. 1 ("LMD No. 1" or the "District"); and

WHEREAS, on May 10, 2005, the City Council adopted Resolution 2005-36, ordering the annexation of an additional five tracts and three tentative tracts to the City's LMD No. 1 ("Annexation No. 1 Tracts"); and

WHEREAS, on November 14, 2023, the City Council adopted Resolution 2023-177, ordering the annexation of Tract No. 32370, known as Canterbury, to the City's LMD No. 1 ("Annexation No. 2 Tract"); and

WHEREAS, on February 13, 2024, the City Council adopted Resolution 2024-21, initiating proceedings for the levy of an assessment for fiscal year 2024-25 in connection with LMD No. 1 pursuant to the "Landscaping and Lighting Act of 1972," Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act"), for the operation, maintenance and servicing of landscape medians, parkways, perimeter strips and slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities and all appurtenant facilities related thereto; and

WHEREAS, by Resolution 2024-21 the City Council also ordered the City Engineer to prepare and file a written Report with the City Clerk in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of Division 15 of the Act; and

WHEREAS, the Deputy Director of Public Works/City Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report dated March, 2024 that is titled "Engineer's Report for FY 2024-25 City of Banning Landscape Maintenance District No. 1" (the "Report"); and

WHEREAS, it is essential that the City Council adopt this Resolution, so that the City may assess and collect assessments from the property owners located within LMD No. 1; and

WHEREAS, the City Council hereby finds that funding for LMD No. 1 is available through a special assessment of property owners located within the District.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The City Council has carefully examined and reviewed the Report, and the Report is approved as filed and considered final.

SECTION 2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order, the levy and collection of assessments against

the lots and parcels of property within LMD No. 1 pursuant to the provisions of the Act for Fiscal Year 2024-25, commencing July 1, 2024, and ending June 30, 2025, to pay for the costs and expenses of the improvements described below in Section 3. The boundaries of the District are located in the City of Banning, County of Riverside, and are shown on Exhibit "A" to this Resolution and on the District Location Map in Section 4 of the Report.

SECTION 3. The existing improvements are briefly described as follows: landscaped street medians and parkways, landscaped perimeter strips and backup walls, landscaped side slopes adjacent to sidewalks, landscaped hillsides with high visibility, landscaped flood detention or retention basins, open spaces, and equestrian trails, drainage channel bordering Tract 23446, and the irrigation of the above facilities and all appurtenant facilities related thereto.

SECTION 4. The assessments to be levied and collected against the assessable lots and parcels of property within Tracts 21882, 22810, 22811, 22913, 23446, 23598, 29721, 30186, 30222, and 32109 within the District for fiscal year 2024-25 are not proposed to increase from the assessments levied and collected for fiscal year 2023-24. The assessments to be levied and collected against the assessable lots and parcels of property within the Annexation No. 1 Tracts (Tracts 28252, 30793, 30906, 31833, 31834, and 31835) and Annexation No. 2 Tract 32370 are proposed to increase by a 2.88% Consumer Price Index ("CPI") increase from the assessments levied and collected against the assessable lots and parcels of property within the Annexation No. 1 and No. 2 Tracts for fiscal year 2023-24, as authorized by the property owners' assessable lots and parcels of property within the Annexation No. 1 and No. 2 Tracts at the time of annexation into LMD No. 1 in 2005 and 2023, respectively.

SECTION 5. Reference is made to a map on file in the offices of the City Clerk and the City Engineer, attached as Exhibit "A," and open for public inspection for a description of the exterior boundaries of the District and the improvements described in Section 3. Reference is further made to the Report on file in the office of the City Clerk, for a full and detailed description of the improvements, the boundaries of the District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

SECTION 6. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 14TH DAY OF MAY, 2024, AT THE HOUR OF 5:00 P.M., IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF BANNING, 99 E RAMSEY STREET, BANNING, CALIFORNIA 92220, AS THE TIME AND PLACE FOR THE HEARING OF PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICT. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. The City Council shall consider all oral statements and all written protests made or filed by any interested person.

SECTION 7. The Administrative City Clerk shall give notice of the time and place of said public hearing by publishing this Resolution once in a local newspaper notice not less than ten (10) days before the date of the hearing in accordance with the provisions of Streets and Highways Code Sections 22552 and 22553 and Government Code Section 6061.

SECTION 8. The Administrative 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 26th day of March 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 2024-51, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of March 2024 by the following vote, to wit:

AYES: Flynn, Happe, Minjares, Sanchez, and Wallace.

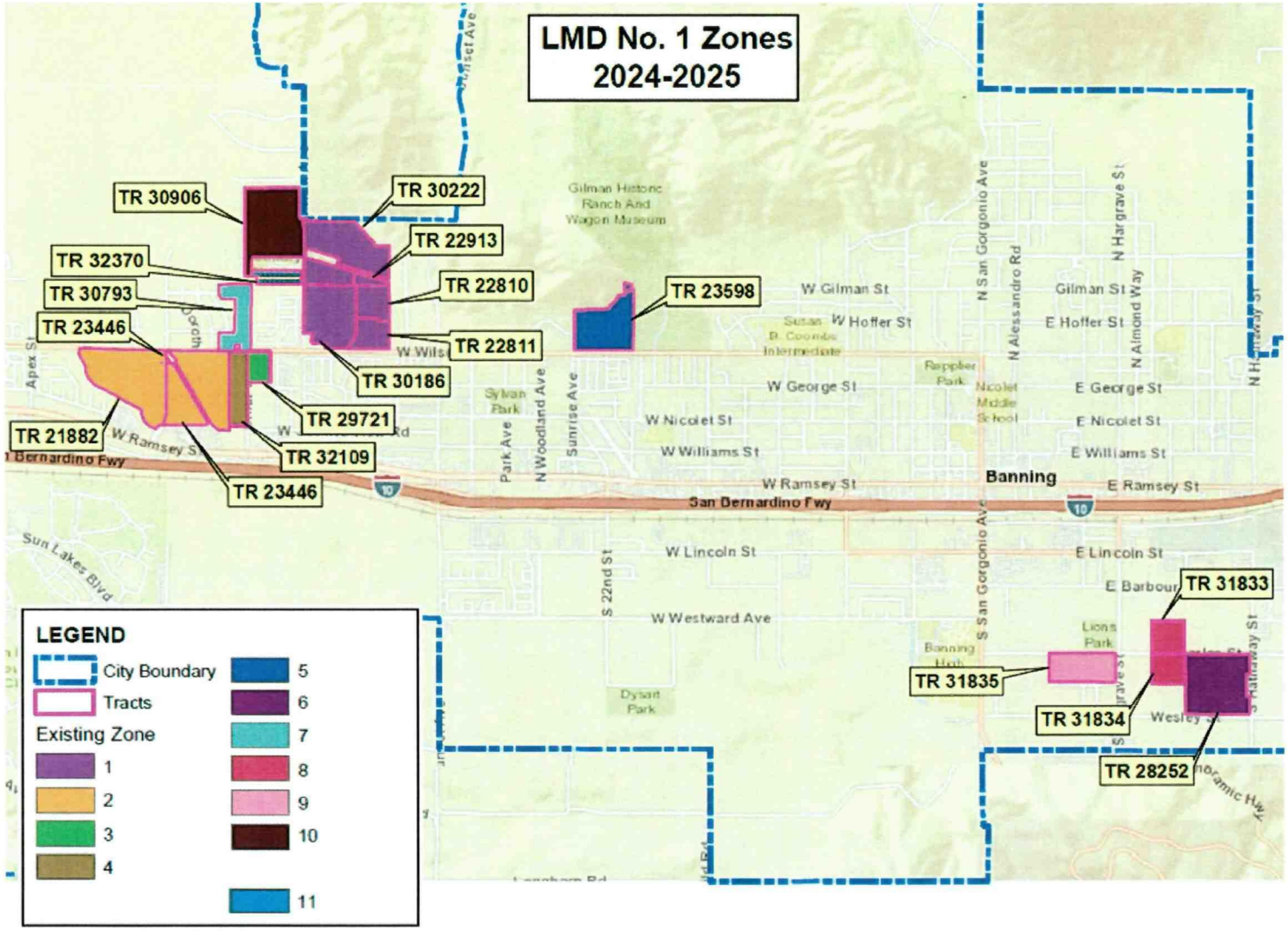
NOES:

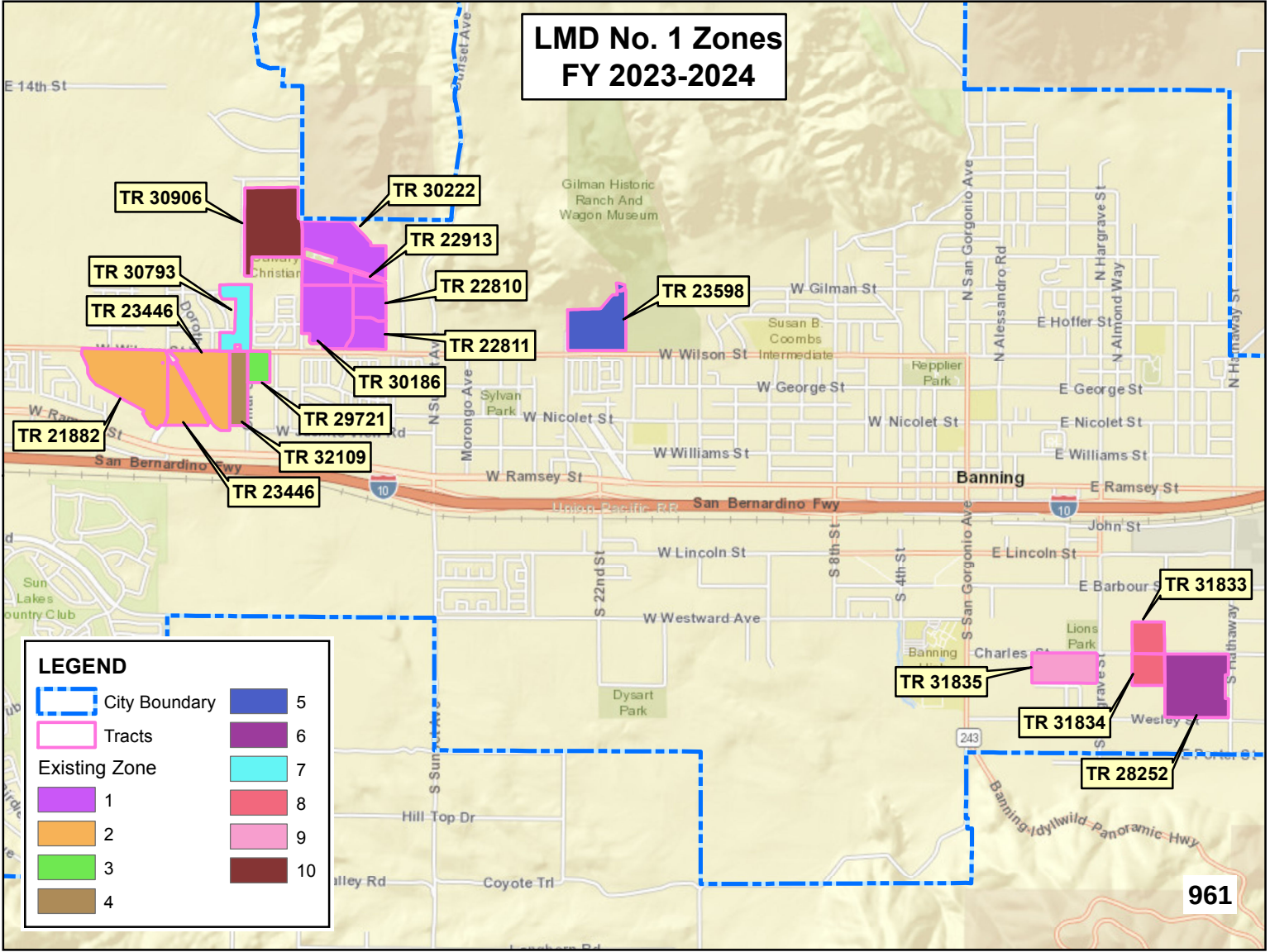
ABSENT:

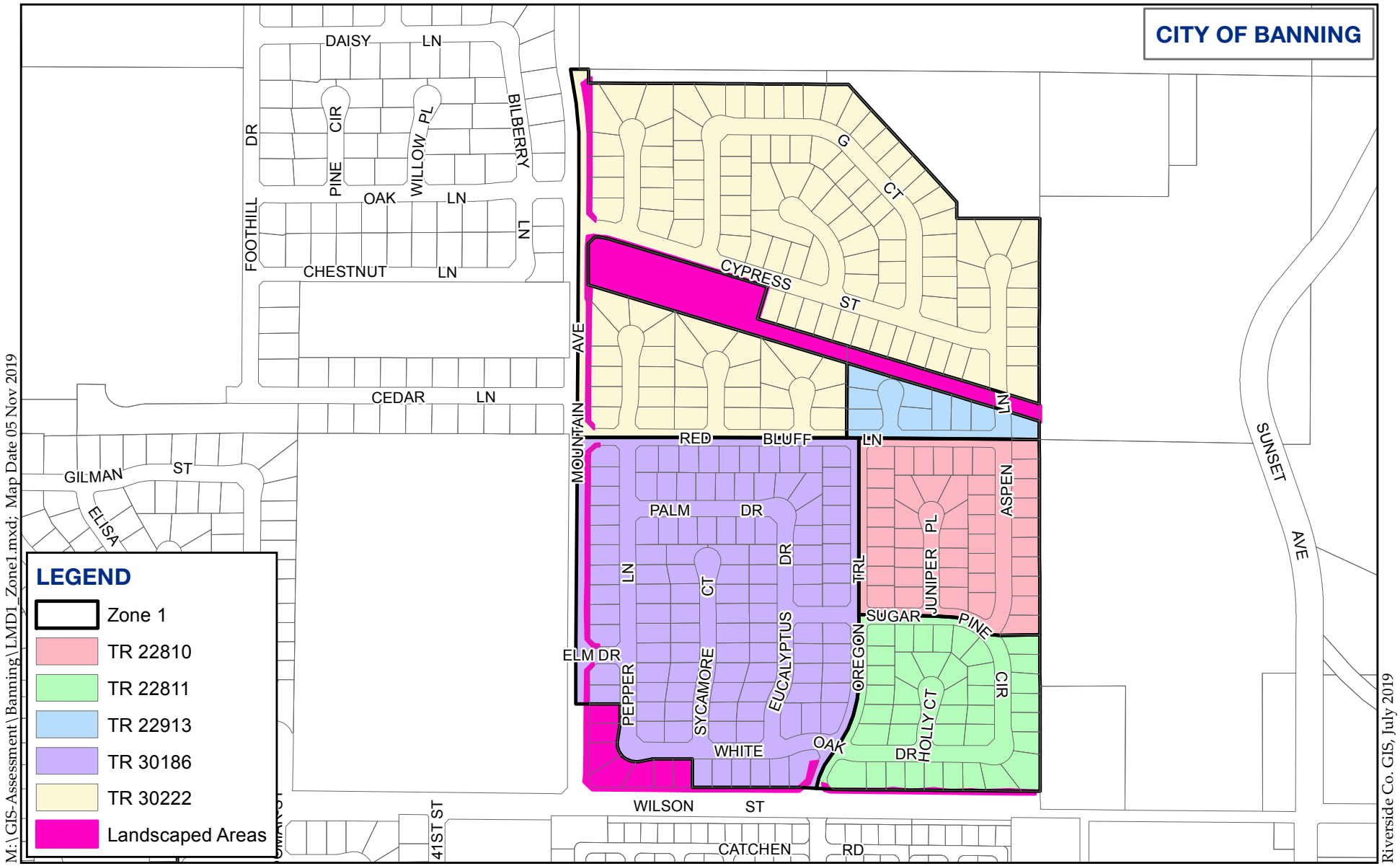
ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Landscape Maintenance District No. 1 Map with Zones

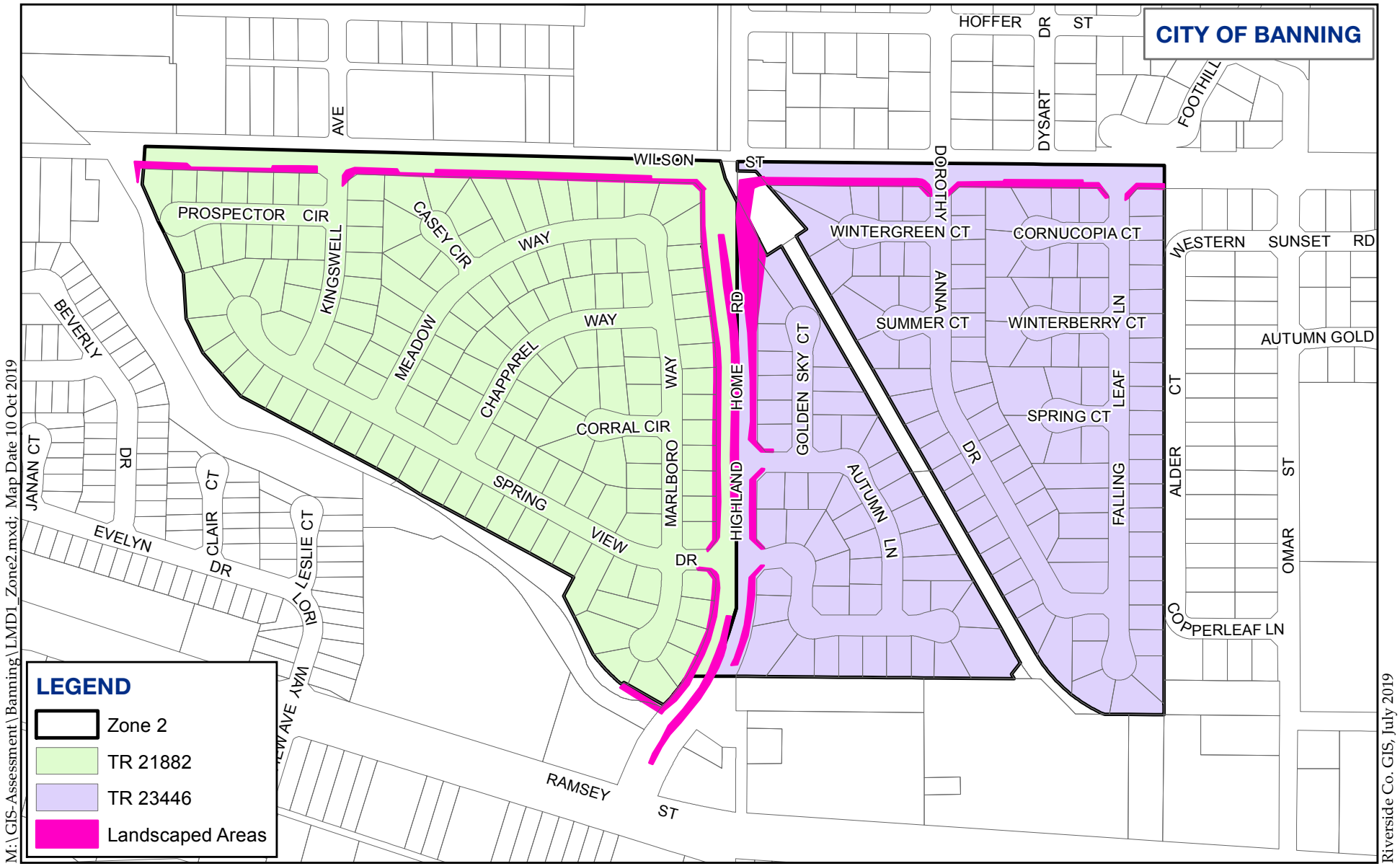



LMD No. 1 Zones
FY 2023-2024
TR 30906
TR 30222
TR 22913
TR 30793
TR 22810
TR 23446
TR 23598
TR 22811
TR 30186
TR 29721
TR 21882
TR 32109
TR 23446
TR 31833
TR 31835
TR 31834
TR 28252
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
Gilman Historic Ranch And Wagon Museum
Banning
San Bernardino Fwy
W Gilman St
W Wilson St
W George St
W Nicolet St
W Williams St
W Ramsey St
W Lincoln St
W Westward Ave
E Hoffer St
E George St
E Nicolet St
E Williams St
E Ramsey St
John St
E Lincoln St
E Barbour St
Charles St
Wesley St
Hill Top Dr
Coyote Trl
Banning-Idyllwild-Panoramic Hwy
Dysart Park
Sylvan Park
Repplier Park
Lions Park
Sun Lakes Country Club
Susan B. Coombs Intermediate
Union Pacific RR
E 14th St
N San Gorgonio Ave
N Alessandro Rd
N Hargrave St
N Almond Way
N Hathaway St
S 22nd St
S 8th St
S 4th St
S San Gorgonio Ave
S Hathaway
Morongo Ave
Sunset Ave
S Sunset Ave
961



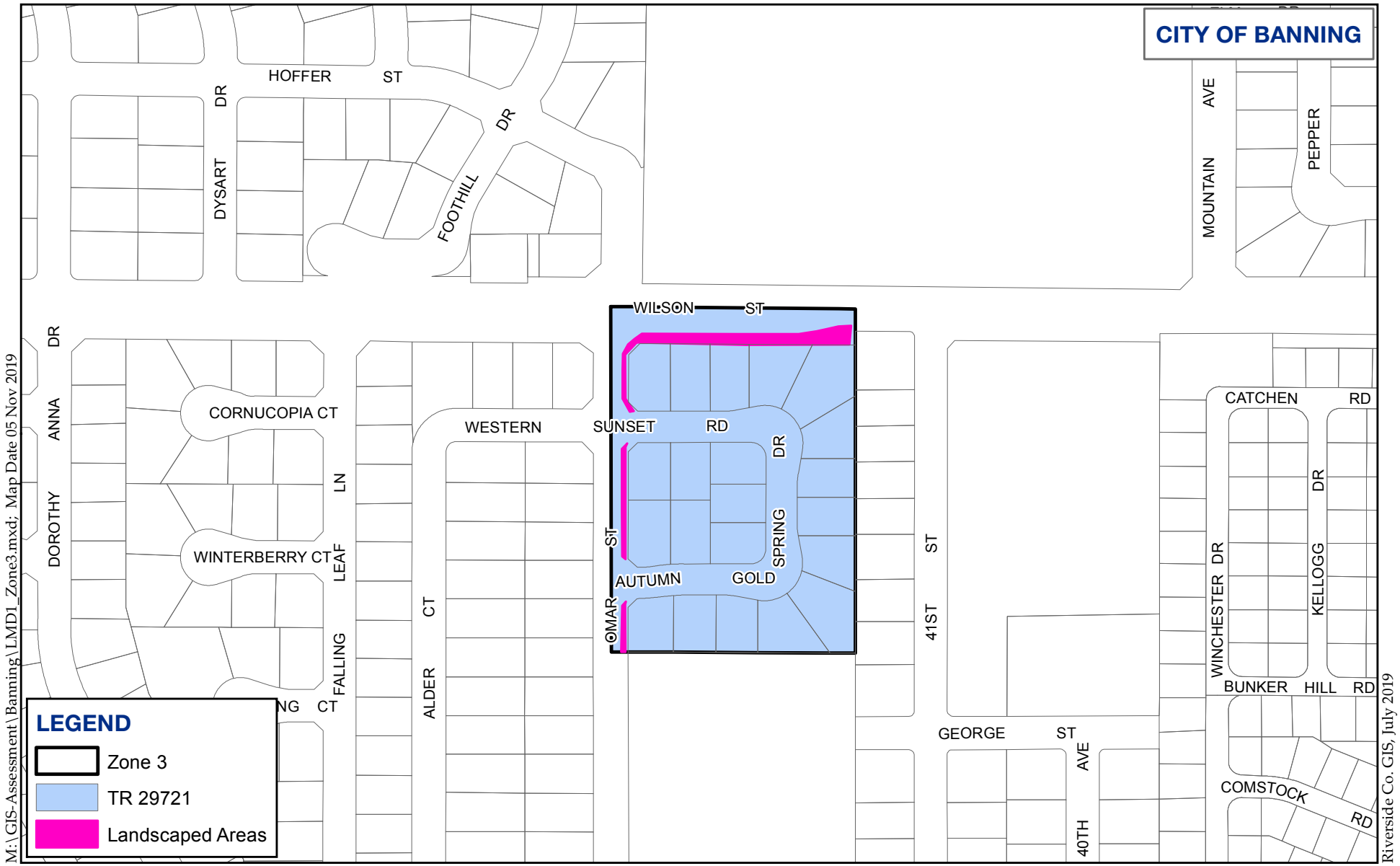
Landscape Maintenance Areas
LMD 1 Proposed Zone 1

ALBERT A. WEBB ASSOCIATES



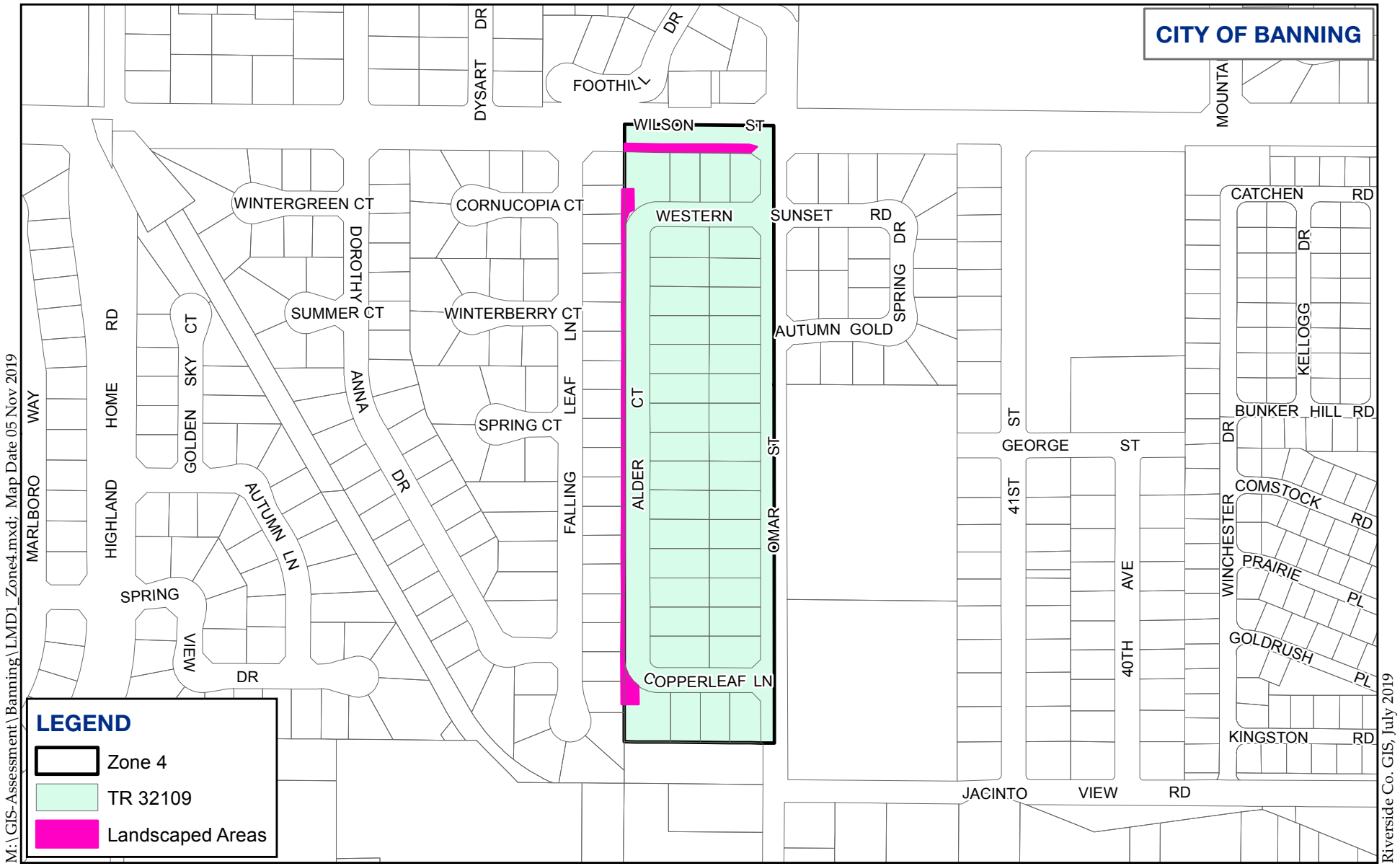
Landscape Maintenance Areas
LMD1 Proposed Zone 2

ALBERT A. WEBB ASSOCIATES



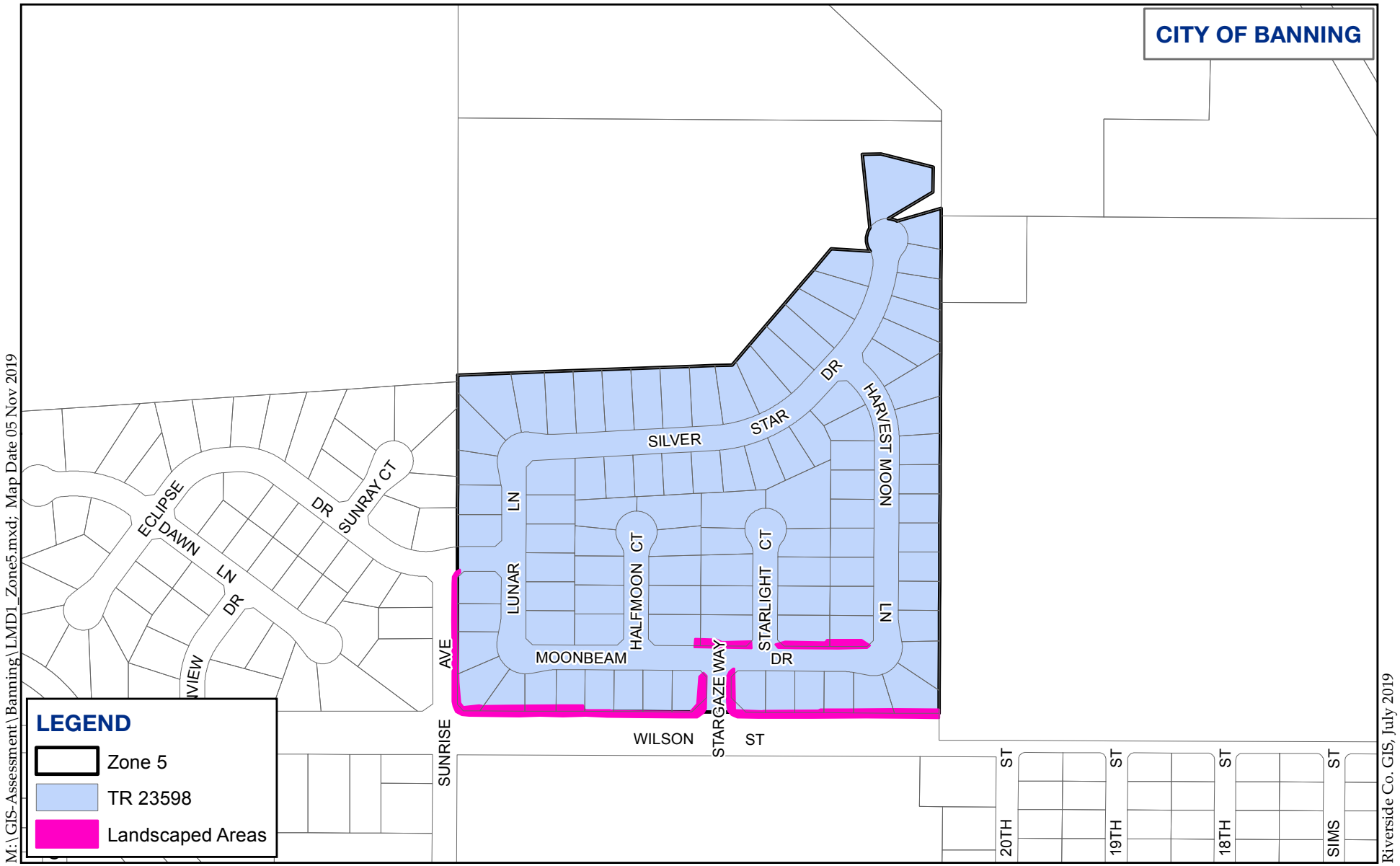
Landscape Maintenance Areas
LMD1 Proposed Zone 3

ALBERT A. WEBB ASSOCIATES



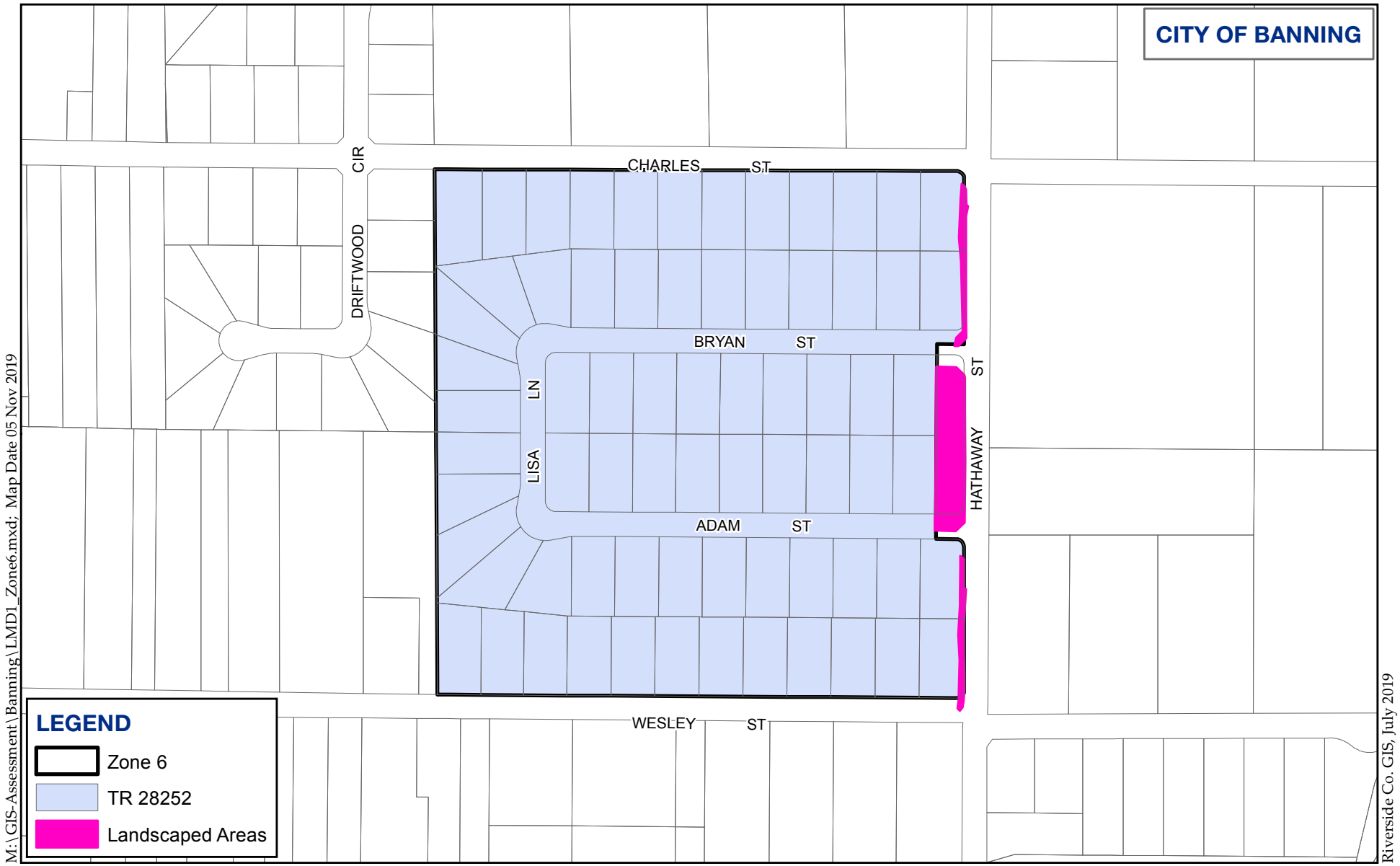
Landscape Maintenance Areas
LMD1 Proposed Zone 4

ALBERT A. WEBB ASSOCIATES



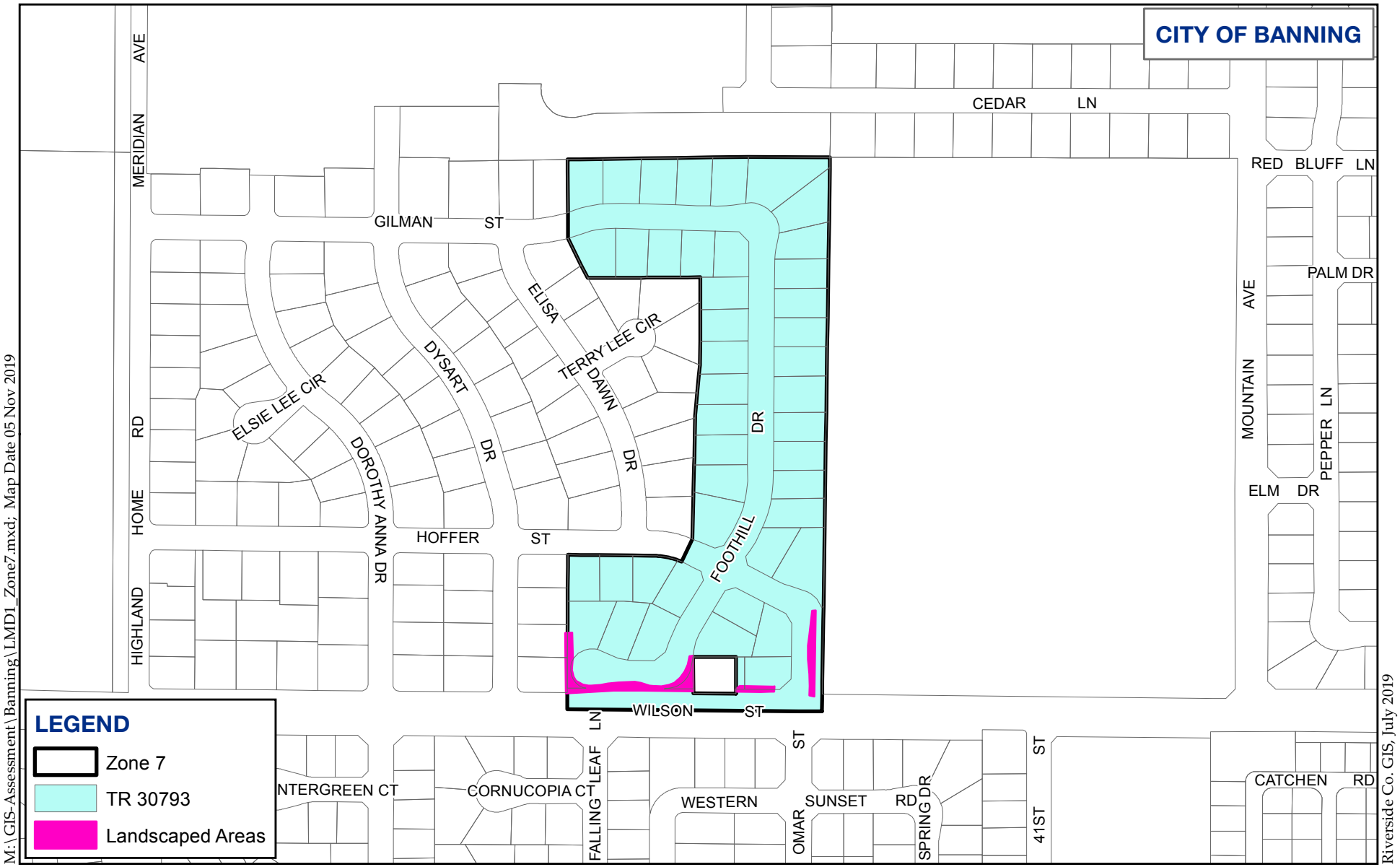
Landscape Maintenance Areas
LMD1 Proposed Zone 5

ALBERT A. WEBB ASSOCIATES



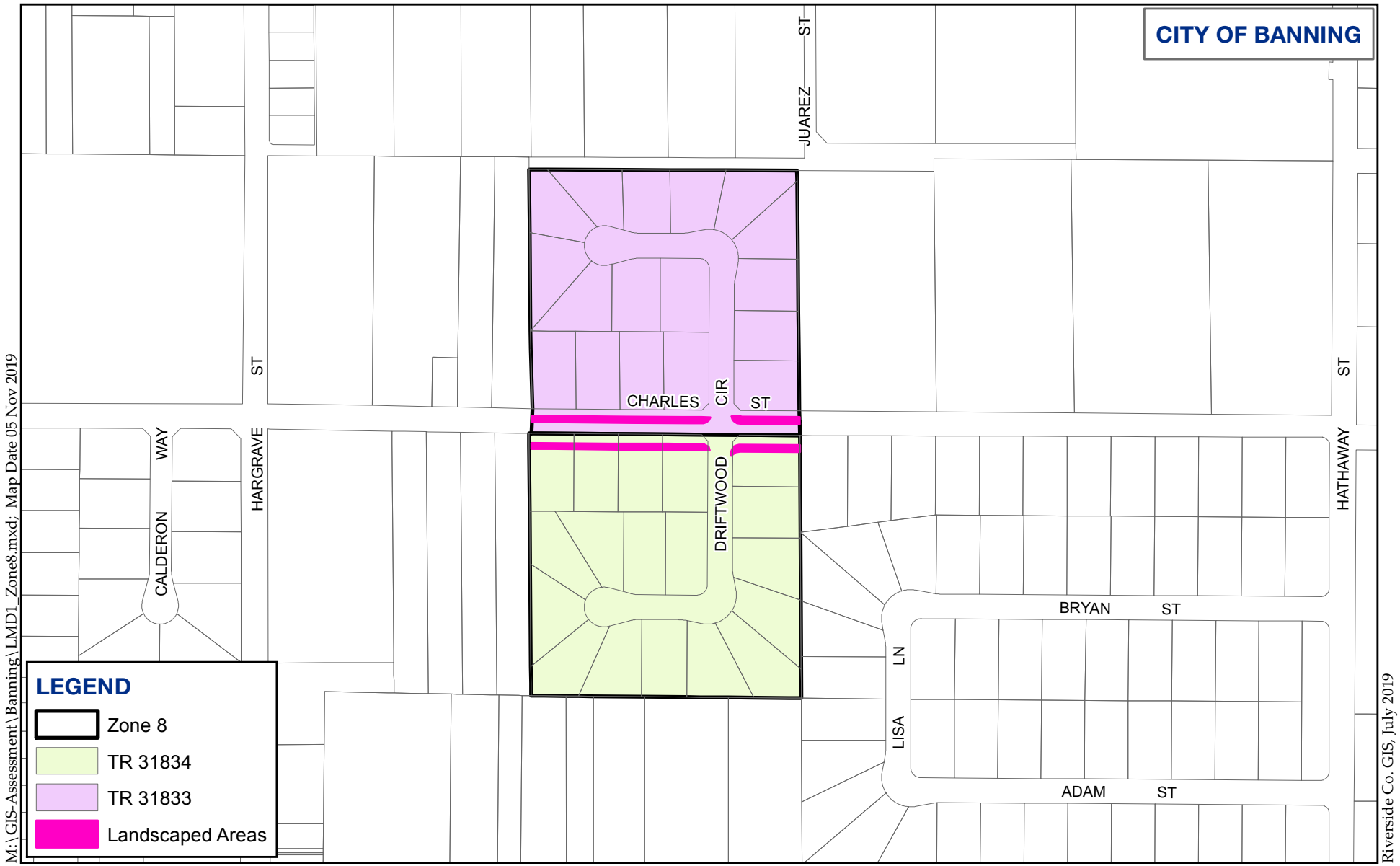
Landscape Maintenance Areas
LMD1 Proposed Zone 6

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 7

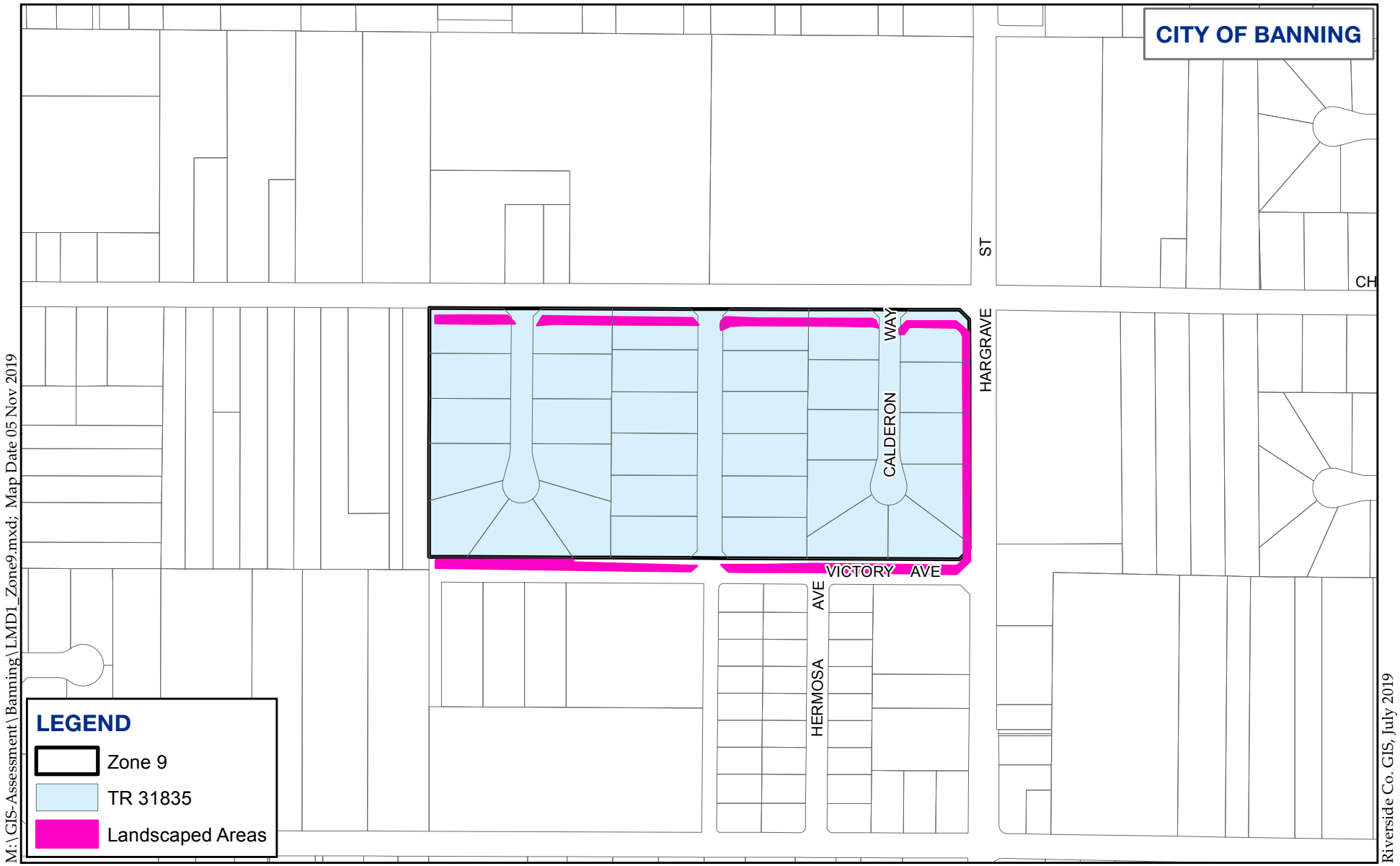
ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 8

0 250 500 750 1,000 Feet

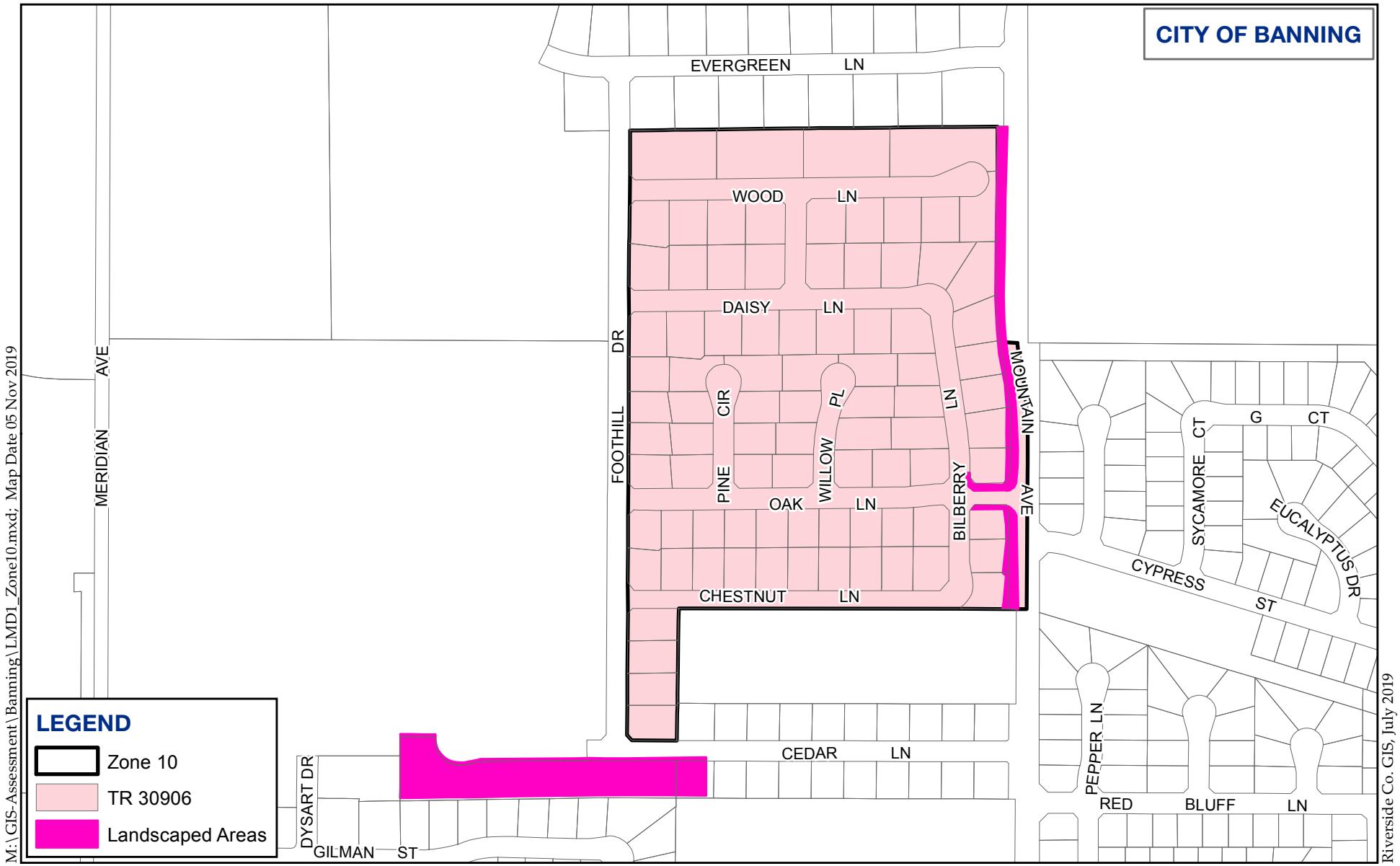
ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 9

0 250 500 750 1,000 Feet

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 10

ALBERT A. WEBB ASSOCIATES

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:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-60, Naming the former National Guard Armory Building the Arthur 'Art' L. Welch Community Center**

RECOMMENDATION:

Adopt Resolution 2024-60.

BACKGROUND:

On April 12, 1994, the City Council adopted Resolution No. 1994-46 establishing a policy for naming City park and recreation facilities. The policy reflects the following criteria:

1. In recognition of the geographic area in which the park or facility is located.
2. In recognition of historical milestones.
3. In honor of individuals who have made outstanding contributions to the community, county, state or nation.
4. In recognition of someone who has donated enough money to build the park or facility.

When the California National Guard discontinued use of the armory building, located at 2041 W. Nicolet Street, the building sat mostly unused for several years. Vandalism, homeless activity, and lack of maintenance resulted in complaints from neighbors, however, the City had leased the property for 99 years to the State of California. The term of the lease would not expire until July 27, 2052. In early 2020, the Office of the Commanding General and State of California agreed to an early termination of the lease agreement and transferred the building to the City of Banning.

After transfer back to the City, the plans for the building included remodeling and rehabilitation so it can be used as a multi-purpose community center. In addition, the building will serve as the City's Emergency Operations Center. The City has been notified that they will soon receive a grant award with funding for design and infrastructure improvements for the Armory complex.

Art Welch served on the Banning City Council from 2002 - 2006 and again from 2012 - 2020. During his tenure on the City Council, he served as Mayor from 20023 - 2004 and from 2018 - 2019. For a period of approximately 30 years, Art has served the Pass Area in numerous capacities, including the City Council, Riverside Transit Agency, Sun Lakes HOA Master Board, San Gorgonio Pass Rotary Club, Banning Chamber of Commerce, and as a representative for assemblymen, senators and Congressman Paul Cook.

JUSTIFICATION:

With over 30 years of public service to Banning and the Pass Area, Art Welch appears to have met the

criteria to be honored by naming a City park and recreational facility after him based on his outstanding contributions to the community. Since the former armory building has not been named, it would be a facility appropriate to be considered.

FISCAL IMPACT:

Eventual cost of signage for the building as part of the remodel and renovation project(s).

ALTERNATIVES:

1. Adopt Resolution No. 2024-60.
2. Do not adopt Resolution No. 2024-60.

ATTACHMENTS:

1. Resolution 2024-60, Art Welch Community Center.docx
2. CC Resolution No. 1994-046.pdf

RESOLUTION 2024-60

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, NAMING THE FORMER NATIONAL GUARD ARMORY BUILDING THE "ARTHUR 'ART' L. WELCH COMMUNITY CENTER"

WHEREAS, the State of California agreed to an early termination of a long term lease of the National Guard Armory building and it was transferred back to the City of Banning in January 2020; and

WHEREAS, the City of Banning has not formally adopted a name for the facility; and

WHEREAS, the City of Banning plans to rehabilitate the building to be a fully functioning multi-purpose community center and serve as the City's Emergency Operation Center; and

WHEREAS, on April 12, 1994**,** the City Council of the City of Banning adopted Resolution No. 1994-46, establishing a policy for naming of a city park or facility; and

WHEREAS, one of the criteria for naming a facility as established by Resolution No. 1994-46, was "In honor of individuals who have made outstanding contributions to the community, county, state or nation"; and

WHEREAS, Arthur "Art" Welch served the residents of Banning as a member of the City Council from 2002-2006 and again from 2012-2020, serving as Mayor for multiple terms; and

WHEREAS, Arthur "Art" Welch, served many years in the Pass Area on numerous community and non-profit service groups such as the Sun Lakes HOA Master Board, the San Gorgonio Pass Area Rotary Club, the Banning Chamber of Commerce, Pass Area Supporting Soldiers group and the Table of Plenty; and

WHEREAS, Arthur "Art" Welch served the county, region, state and nation as field representatives for County Supervisors, numerous State Senators and Assemblymen and a U.S. Congressman; and

WHEREAS, the naming of a community center is an appropriate honor recognizing Mr. Welch for his many years of service to the City of Banning and its citizens.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. In honor of his years of dedicated service to Banning and the surrounding community, the City Council hereby names the former National Guard Armory building, located at 2041 W. Nicolet Street in Banning, the "Arthur 'Art' L Welch Community Center."

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of May 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 2024-60, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

RESOLUTION NO. 1994-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING ESTABLISHING A POLICY FOR THE NAMING OF CITY PARKS AND RECREATION FACILITIES

WHEREAS, the City has no formal policy for the naming of parks and recreation facilities; and

WHEREAS, it is necessary for the City to periodically name such facilities:

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Banning that the Policy For Naming Parks and Recreation Facilities reflects the following criteria and is hereby approved:

a. In recognition of the geographic area in which the park or facility is located.

b. In recognition of historical milestones.

c. In honor of individuals who have made outstanding contributions to the community, county, state or nation.

d. In recognition of someone who has donated enough money to build the park or facility.

PASSED AND ADOPTED by the City Council of the City of Banning this 12th day of April, 1994.

Gary Reynolds, Mayor
City of Banning, California

APPROVED AS TO FORM AND
LEGAL CONTENT

John F. Wilson
City Attorney

ATTEST:

Lucille M. Elizondo
City Clerk, City of Banning

CERTIFICATION

I Lucille M. Elizondo, City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution, No. 1994-25, was duly adopted by the City Council of the City of Banning, at its regularly scheduled meeting held on the 12th day of April 1994.

AYES: Councilmembers Anderson, Lewis, Smith, Williams, Mayor Reynolds

NOES: None

ABSENT: None

ABSTAIN: None

Lucille M. Elizondo, City Clerk
City of Banning, California

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Adam Rush, Community Development Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Resolution 2024-61, Approving a Professional Services Agreement with Integrity Arborist & Ecoscape, Mariposa Landscapes, Inc., and CM Landscapes for Weed Abatement Services**

RECOMMENDATION:

Adopt Resolution 2024-61.

BACKGROUND:

The properties upon which weed abatement services shall be done consist of private property and some city-owned properties, both undeveloped and developed, upon which combustive material and/or hazardous vegetation form a fire hazard and have been declared a nuisance and a fire hazard. The scope of services includes The Contractor performing hazardous vegetation abatement at numerous sites described in BMC Chapter 8.48.050 and all other relative law provisions. The City is seeking contractors with the proper equipment/personnel to handle this professional service. These properties contain all or some of the following conditions:

1. Dead annual grasses and weeds
2. Brush
3. Dead, Dying, and Diseased trees
4. Healthy trees that have not been maintained to remove ladder fuels
5. Rubbish

The work to be done shall consist of destroying weeds, wild grass, and poisonous or harmful plants and removing rubbish including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials, garbage, including but not limited to animal matter including feces, fruit or vegetable matter, and trimming trees & brushes designated by the City Representative in accordance with the City of Banning Weed Abatement Standards.

The City's preference is to recycle whenever possible. If any green waste can be reused, please inform the City to see if it will meet the CA SB requirements. Selected Contractors must follow the State and AQMD 2024 rules for gas-powered vehicles and tools. Discovery of hazardous waste, hazardous materials, vehicles, or other large items shall be reported to the City Representative. When a site location is assigned, go to the site location to see if any of these items are present so The City can remove them before starting work.

JUSTIFICATION:

The City is obligated to preserve the public safety and welfare, which includes protection of life and property that may result from brush fires. The Banning Municipal Code (BMC) requires that all vacant lots previously declared a public nuisance and fire hazard be cleared of dangerous weeds and brush before the summer months wherein weather conditions in the City of Banning are hot and windy. These conditions create an immediate threat to public safety if not resolved by the property owner; however, in the case that the property owner is unable, unwilling, or ignores the City's code enforcement process (i.e., Notices of Violations and Administrative Citations) then the City has an obligation to front load public funds to abate the nuisance and then assess the property to ensure reimbursement through the property tax bill. If the property owner fails to pay this special assessment, then the County has the right to initiate a "tax sale" under their procedures.

FISCAL IMPACT:

The last agreement for Weed Abatement Services was authorized in 2019. The City's purchasing policy requires a new RFP each five (5) year interval. The previous weed abatement contractors lacked the resources of a larger commercial landscaper, which resulted in lower overhead costs. The recommended contractors focus on large commercial contracts and public works infrastructure, some even have provided services in the City of Banning. The combination of these facts have resulted in higher costs and therefore, a increased budget amount from the last contract award.

The budget impact will be a maximum of $120,000, allocated equally across each firm (e.g., $40,000 for each vendor), detailed as follows:

Integrity Arborist & Ecoscape ($40,000)
Mariposa Landscapes, Inc. ($40,000)
CM Landscapes ($40,000)

Contractors will be paid from expense account: 001-2740-442.23-39

Contract services will only be utilized on an "as-needed" basis and there is no guarantee of work. The City will seek reimbursement by placing the fully burdened costs of weed abatement as a property tax assessment, which is a superior assessment to the actual property tax bill. Even if the property owner pays the County Tax Bill, but not not pay the City's assessment, a tax sale could occur. This assessment is possible with the Council's adoption of Ordinance 1598 which replaces the traditional property lien. An assessment allows the City reimbursement on a 6-month schedule, concurrent with the property tax payments rather than waiting years, or sometimes a decade to obtain reimbursement when a property is sold, transferred or refinanced.

ALTERNATIVES:

The Council may take the following actions as an alternative to staff's recommendation:

1) Continue the Agenda Item, along with requesting clarification or providing alternative direction to staff concerning the City's Weed Abatement obligations.
2) Consider Rejecting all Bids and provide alternative direction to staff concerning the City's Weed Abatement obligations.
3) Approve the Agreements, but in a reduced contractual amount.

ATTACHMENTS:

1. Resolution 2024-61, Weed Abatement Services.docx
2. C01016 PSA CM Landscape Weed Abatement Services.docx
3. C01017 - PSA Integrity Weed Abatement.docx
4. C01018 - PSA Mariposa Weed Abatement (AutoRecovered).docx
5. Evaluation Tabulation (6).docx
6. CM Landscape Proposal.pdf

7. Integrity Proposal For SR.pdf
8. Mariposa Proposal.pdf

RESOLUTION 2024-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A PROFESSIONAL SERVICE AGREEMENT CONTRACT WITH INTEGRITY ARBORIST & ECOSCAPE, MARIPOSA LANDSCAPES, INC. AND CM LANDSCAPE., IN AN AMOUNT NOT TO EXCEED $120,000 ($40,000 EACH VENDOR) FOR WEED ABATEMENT SERVICES IN THE CITY OF BANNING FOR FISCAL YEARS 2023/2024 & 2024/2025

WHEREAS, on February 1, 2024 staff solicited proposals from qualified companies to provide weed abatement services for private, and public properties throughout the City; and

WHEREAS, staff advertised the RFP on the OpenGov. Procurement website, which sent notifications to twenty (20) weed abatement service contractors and received seven (7) proposals; and

WHEREAS, the scope of work for these services includes the removal of vegetation and debris from properties not in compliance with City of Banning Municipal Codes; and

WHEREAS, staff recommends the shared award of a Weed Abatement Services Agreement to Integrity Arborist & Ecoscape, Mariposa Landscapes, Inc., and CM Landscape, in an amount not-to-exceed $120,000 ($40,000 for each vendor) for Fiscal Year 2023/2024 and 2024/2025 with the option to renew for four (4) additional single years upon a satisfactory annual review of provided services; and

WHEREAS, funding will be available in the City's Code Enforcement accounts in the Biennial Budget for Fiscal year 2023/2024 and 2024/2025 in the amount of not-to-exceed $120,000; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Banning as follows:

SECTION 1. The Banning City Council approves the Agreement, attached as Exhibit "A," in an amount not-to-exceed $120,000 ($40,000 for each vendor) for Fiscal Year 2023/2024 and 2024/2025 with the option to renew for four (4) additional single years upon a satisfactory annual review of provided services; and,

SECTION 2. The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to this services agreement.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and to execute the agreement with Weed Abatement Services Agreement to Integrity Arborist & Ecoscape, Mariposa Landscapes, Inc., and CM Landscape.

SECTION 4. The City Manager or his designee is authorized to execute the Agreement with on behalf of the City Council.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution and shall cause a certified Resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 14th day of Month 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 2024-61, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of May 2024 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Professional Services Agreement C01016 with CM Landscapes

EXHIBIT B
Professional Services Agreement C01017 with Integrity Arborist & Ecoscape

EXHIBIT C
Professional Services Agreement C01018 with Mariposa Landscapes, Inc.

AGREEMENT FOR PROFESSIONAL SERVICES (C01016) FOR WEED ABATEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND CHARMAINE MARTINEZ DBA CM LANDSCAPE MANAGEMENT

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Charmaine Martinez DBA CN Landscape Management, a Sole Proprietorship, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a proposal (RFP 23-047) for the performance of the services for Weed Abatement and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Charmaine Martinez	Owner

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Forty Thousand Dollars ($40,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the

Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant

be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. This Agreement shall include the option to extend for four (4) additional one-year terms if agreed to in writing in advance by both Parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer

to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the

public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance.

In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party

of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees

are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Adam Rush Director of Community Development City of Banning 99 East Ramsey Street Banning, California 92220 Email: Arush@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Charmaine Martinez Owner Charmaine Martinez DBA CM Landscape Management 32398 Dunlap Blvd Yucaipa, CA 92399 Email: Charmine.cmls@gmail.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver

this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING		CONSULTANT	
Douglas Schulze, City Manager	Date	NAME: TITLE:	Date
		NAME: TITLE:	Date
ATTEST:			
Caroline Patton Administrative City Clerk	Date	Tax ID No. Address:	
APPROVED AS TO FORM: Richards, Watson & Gershon			
Serita R. Young City Attorney	Date	City Council Approval: _____	

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Weed Abatement Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

SCOPE OF WORK

OVERVIEW SCOPE OF WORK

The work to be done shall consist of destroying weeds, wild grass, and poisonous or harmful plants and removing rubbish including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials, garbage, including but not limited to animal matter including feces, fruit or vegetable matter, and trimming trees & brushes designated by the City Representative in accordance with the City of Banning Weed Abatement Standards.

The City's preference is to recycle whenever possible. If any green waste can be reused, please inform the City to see if it will meet the CA SB requirements. NOTE: all selected contractors must follow the State and AQMD 2024 rules for gas-powered vehicles and tools.

Discovery of hazardous waste, hazardous materials, vehicles, or other large items shall be reported to the City Representative. When a site location is assigned, go to the site location to see if any of these items are present so The City can remove them before starting work.

PROPERTIES UNDER 1 ACRE IN SIZE:

- Grass and weeds shall be removed or cut to a maximum height of three (3) inches.
- Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote amber distribution shall be removed.
- All downed trees, branches, or woody debris shall be removed.
- Debris piles that contain combustible material that can easily support fire ignition and spread shall be removed.
- All brush or woody vegetation debris shall be chipped, broadcast, or removed from the property.
- Non-vegetative combustive debris (i.e., trash, tires, construction debris) shall be removed from the property unless it is too large for removal. Contact The City for the removal of vehicles and other oversized items.

PROPERTIES OVER 1 ACRE IN SIZE:

- Includes all requirement above for Properties under 1 acre in size.
- Provide fuel breaks along the property line—fuel breaks maybe 30 to 100 feet, depending on the property size.
- Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote amber distribution shall be removed within the perimeter fuel break.
- Eliminate all ladder fuels that can easily transmit fire into the tree canopy within the fuel break.
- Remove all hazardous vegetation and combustible material.
- Mastication may be required on large parcels.

ADDITIONAL REQUIREMENTS FOR LARGER PROPERTIES

- Requires (if permitted) a fifty (50) feet cross-hatch dividing each acre.

ADDITIONAL REQUIREMENTS IF APPLICABLE

- Weeds shall be abated to the back of the curb, sidewalk, street paving edge of the road, and around and up to fencing and poles.
- The weed abatement procedure shall not disrupt, alter, or block any natural or manmade waterway, stream, or drainage ditch. All of said waterways must be kept clean and free of all debris.
- Handwork will be required where tractors or similar equipment cannot meet the two requirements above.
- Discing or other similar methods for work where handwork is not required.
- Dust Control – The Contractor shall be responsible for complying with Federal, State, and Local laws, Regulations, and Ordinances, including but not limited to South Coast Air Quality Management Division **RULE 403. FUGITIVE DUST.**
- The Contractor shall furnish all hand tools, power, and safety equipment necessary to accomplish the specified work.
- The Contractor will always have portable water readily available and in sufficient quantity for each hand crew member.
- Gas/electric weed eaters with adequate supplies, repair parts, and enough fuel/electrical power for an entire day must be supplied for hand crews.
- A sufficient reserve of equipment and enough power tools for all crew members shall be available to eliminate downtime.
- Suitable flatbed hydraulic pump trucks or trailers with high sides for hauling will be provided throughout the handwork operation. They are to be operated and maintained at the expense of the Contractor.

- All trimmings and debris shall be disposed of at a properly licensed and regulated landfill or recycling facility at the Contractor's expense.
- The loading of materials removed from the site will be accomplished on the same day as cleaning is completed. No materials will be left on the lot for later pickup unless the City approves.
- The Contractor shall always have (1) person responsible for the conduct and supervision of hand crews.
- The Contractor shall always furnish the equipment and personnel needed to complete the work most efficiently.
- The Contractor shall obey all State and Federal laws and codes, all local ordinances and regulations, and any other laws, codes, ordinances, and regulations which may apply. It is the responsibility of the Contractor to keep informed of these laws, codes, ordinances, and regulations and to keep informed of any changes to them.
- All pictures must be time-stamped and dated and display the APN. No handwritten dates on photos. All photos will be emailed to The City along with any notes regarding the site. Before pictures must show the height of the weeds with a City approved weed measuring stick. The measuring stick must be at least 4 feet tall with a red line at the 2-foot mark. The red line must be put on by a weed abatement officer.
- Dump Fees will be covered by The Contractor.

ADDITIONAL SERVICES

- Unforeseen work will be requested to address safety or environmental concerns from the selected contractors based on the hourly rate schedule provided. The City will reach out for price quotes during these times. If it is time-sensitive, The City may seek quotes from those contractors who can meet that timeline.

SCHEDULE

All work shall be as needed as specified during the contract term. All contractors should be able to complete assigned jobs within fourteen (14) calendar days of assignment. All work shall be started on site within 72 hours after service request and continued until finished. Failure to complete the work as specified for each site within fourteen (14) calendar days may result in termination of the contract unless the Contractor can show cause for an extension. A workday is 7:00 AM to 4:00 PM.

LOCATIONS

Locations change every year due to weather conditions and other factors. The City will generate a list of locations every few months and assign each location to the awarded contractors. It is the contractor's responsibility to know and to be able to access the site(s) they are given. If you have concerns about accessing remote sites, please indicate that in the RFP since The City will assume you will have the ability to access any locations within the City. The City will provide a list of some previous sites as examples.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under 1 Acre (Undeveloped) Per Specifications	1	Acre	$375.00	$375.00
2	Under 1 Acre (Developed) Per Specifications	1	Acre	$325.00	$325.00
3	Over 1 Acre (Undeveloped), Per Acre Pricing Per Specifications	1	Acre	$835.00	$835.00
4	Over 1 Acre (Developed), Per Acre Pricing Per Specifications	1	Acre	$575.00	$575.00
5	Grass and Weed Removal Flat Ground Hand Crew	1	Hourly	$125.00	$125.00
6	Grass and Weed Removal Sloped Ground Hand Crew	1	Hourly	$150.00	$150.00
7	Brush Removal Hand Crew	1	Hourly	$150.00	$150.00
8	Brush Removal Mechanical Mastication	1	Hourly	$175.00	$175.00
9	Tree Limbing	1	Hourly	$90.00	$90.00
10	Tree Removal Less Than 24" DBH	1	Hourly	$150.00	$150.00
11	Tree Removal Greater Than 24" DBH	1	Hourly	$175.00	$175.00
12	Chipping Brush and Up To 12" Tree Limbs	1	Hourly	$170.00	$170.00
13	Chipping Tree Trunks	1	Hourly	$205.00	$205.00
14	Hauling of Chips	1	Hourly	$90.00	$90.00
15	Disking & Mowing	1	Hourly	$250.00	$250.00
16	Debris Removal	1	Hourly	$110.00	$110.00
17	List Any Other Tasks Not Mentioned	1	Each	$110.00	$110.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with Exhibit "A".

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.

AGREEMENT FOR PROFESSIONAL SERVICES (C01017) FOR WEED ABATEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND INTEGRITY ARBORIST AND ECOSCAPE INC

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Integrity Arborist and Ecoscape Inc, a California Corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a proposal (RFP 23-047) for the performance of the services for Weed Abatement and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Andre Prado	President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such

performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of

Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Forty Thousand Dollars ($40,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City

of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2025, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. This Agreement shall include the option to extend for four (4)

additional one-year terms if agreed to in writing in advance by both Parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same

coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of

the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary

provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ

such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Adam Rush Director of Community Development City of Banning 99 East Ramsey Street Banning, California 92220 Email: arush@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com
If to Consultant:	Attn: Andre Prado President Integrity Arborist and Ecoscape Inc 10000 Indiana Ave Riverside, CA, 9250 Email: andre@integrityae.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the

information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Weed Abatement Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Scope of Work

OVERVIEW SCOPE OF WORK

The work to be done shall consist of destroying weeds, wild grass, and poisonous or harmful plants and removing rubbish including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials, garbage, including but not limited to animal matter including feces, fruit or vegetable matter, and trimming trees & brushes designated by the City Representative in accordance with the City of Banning Weed Abatement Standards.

The City's preference is to recycle whenever possible. If any green waste can be reused, please inform the City to see if it will meet the CA SB requirements. NOTE: all selected contractors must follow the State and AQMD 2024 rules for gas-powered vehicles and tools.

Discovery of hazardous waste, hazardous materials, vehicles, or other large items shall be reported to the City Representative. When a site location is assigned, go to the site location to see if any of these items are present so The City can remove them before starting work.

PROPERTIES UNDER 1 ACRE IN SIZE:

- Grass and weeds shall be removed or cut to a maximum height of three (3) inches.
- Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote amber distribution shall be removed.
- All downed trees, branches, or woody debris shall be removed.
- Debris piles that contain combustible material that can easily support fire ignition and spread shall be removed.
- All brush or woody vegetation debris shall be chipped, broadcast, or removed from the property.
- Non-vegetative combustive debris (i.e., trash, tires, construction debris) shall be removed from the property unless it is too large for removal. Contact The City for the removal of vehicles and other oversized items.

PROPERTIES OVER 1 ACRE IN SIZE:

- Includes all requirement above for Properties under 1 acre in size.
- Provide fuel breaks along the property line—fuel breaks maybe 30 to 100 feet, depending on the property size.
- Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote amber distribution shall be removed within the perimeter fuel break.
- Eliminate all ladder fuels that can easily transmit fire into the tree canopy within the fuel break.
- Remove all hazardous vegetation and combustible material.
- Mastication may be required on large parcels.

ADDITIONAL REQUIREMENTS FOR LARGER PROPERTIES

- Requires (if permitted) a fifty (50) feet cross-hatch dividing each acre.

ADDITIONAL REQUIREMENTS IF APPLICABLE

- Weeds shall be abated to the back of the curb, sidewalk, street paving edge of the road, and around and up to fencing and poles.
- The weed abatement procedure shall not disrupt, alter, or block any natural or manmade waterway, stream, or drainage ditch. All of said waterways must be kept clean and free of all debris.
- Handwork will be required where tractors or similar equipment cannot meet the two requirements above.
- Discing or other similar methods for work where handwork is not required.
- Dust Control – The Contractor shall be responsible for complying with Federal, State, and Local laws, Regulations, and Ordinances, including but not limited to South Coast Air Quality Management Division **RULE 403. FUGITIVE DUST.**
- The Contractor shall furnish all hand tools, power, and safety equipment necessary to accomplish the specified work.
- The Contractor will always have portable water readily available and in sufficient quantity for each hand crew member.
- Gas/electric weed eaters with adequate supplies, repair parts, and enough fuel/electrical power for an entire day must be supplied for hand crews.
- A sufficient reserve of equipment and enough power tools for all crew members shall be available to eliminate downtime.
- Suitable flatbed hydraulic pump trucks or trailers with high sides for hauling will be provided throughout the handwork operation. They are to be operated and maintained at the expense of the Contractor.

- All trimmings and debris shall be disposed of at a properly licensed and regulated landfill or recycling facility at the Contractor's expense.
- The loading of materials removed from the site will be accomplished on the same day as cleaning is completed. No materials will be left on the lot for later pickup unless the City approves.
- The Contractor shall always have (1) person responsible for the conduct and supervision of hand crews.
- The Contractor shall always furnish the equipment and personnel needed to complete the work most efficiently.
- The Contractor shall obey all State and Federal laws and codes, all local ordinances and regulations, and any other laws, codes, ordinances, and regulations which may apply. It is the responsibility of the Contractor to keep informed of these laws, codes, ordinances, and regulations and to keep informed of any changes to them.
- All pictures must be time-stamped and dated and display the APN. No handwritten dates on photos. All photos will be emailed to The City along with any notes regarding the site. Before pictures must show the height of the weeds with a City approved weed measuring stick. The measuring stick must be at least 4 feet tall with a red line at the 2-foot mark. The red line must be put on by a weed abatement officer.
- Dump Fees will be covered by The Contractor.

ADDITIONAL SERVICES

- Unforeseen work will be requested to address safety or environmental concerns from the selected contractors based on the hourly rate schedule provided. The City will reach out for price quotes during these times. If it is time-sensitive, The City may seek quotes from those contractors who can meet that timeline.

SCHEDULE

All work shall be as needed as specified during the contract term. All contractors should be able to complete assigned jobs within fourteen (14) calendar days of assignment. All work shall be started on site within 72 hours after service request and continued until finished. Failure to complete the work as specified for each site within fourteen (14) calendar days may result in termination of the contract unless the Contractor can show cause for an extension. A workday is 7:00 AM to 4:00 PM.

LOCATIONS

Locations change every year due to weather conditions and other factors. The City will generate a list of locations every few months and assign each location to the awarded contractors. It is the contractor's responsibility to know and to be able to access the site(s) they are given. If you have concerns about accessing remote sites, please indicate that in the RFP since The City will assume you will have the ability to access any locations within the City. The City will provide a list of some previous sites as examples.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under 1 Acre (Undeveloped) Per Specifications	1	Acre	450.00	450.00
2	Under 1 Acre (Developed) Per Specifications	1	Acre	450.00	450.00
3	Over 1 Acre (Undeveloped), Per Acre Pricing Per Specifications	1	Acre	450.00	450.00
4	Over 1 Acre (Developed), Per Acre Pricing Per Specifications	1	Acre	450.00	450.00
5	Grass and Weed Removal Flat Ground Hand Crew	1	Hourly	180.00	180.00
6	Grass and Weed Removal Sloped Ground Hand Crew	1	Hourly	185.00	185.00
7	Brush Removal Hand Crew	1	Hourly	185.00	185.00
8	Brush Removal Mechanical Mastication	1	Hourly	225.00	225.00
9	Tree Limbing	1	Hourly	165.00	165.00
10	Tree Removal Less Than 24" DBH	1	Hourly	150.00	150.00
11	Tree Removal Greater Than 24" DBH	1	Hourly	165.00	165.00
12	Chipping Brush and Up To 12" Tree Limbs	1	Hourly	185.00	185.00
13	Chipping Tree Trunks	1	Hourly	185.00	185.00
14	Hauling of Chips	1	Hourly	90.00	90.00
15	Disking & Mowing	1	Hourly	450.00	450.00
16	Debris Removal	1	Hourly	95.00	95.00

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule as stated in Exhibit "A".

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

AGREEMENT FOR PROFESSIONAL SERVICES (C01018) FOR WEED ABATEMENT SERVICES BY AND BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Mariposa Landscapes, Inc., a California Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a proposal (RFP 23-047) for the performance of the services for Weed Abatement and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers,

documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein

by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Eduardo Salmeron	Contract Representative

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of

the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall

release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Forty Thousand Dollars ($40,000.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all

provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall

Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2025 unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. This Agreement shall include the option to extend for four (4) additional one-year terms if agreed to in writing in advance by both Parties. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either

immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice,

and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts

embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of

any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or

obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Adam Rush Director of Community Development City of Banning 99 East Ramsey Street Banning, California 92220 Email: arush@banningca.gov
With a courtesy copy to:	Serita R. Young, City Attorney Richards, Watson & Gershon 350 South Grand Avenue, 37th Floor Los Angeles, California 90071 Email: SYoung@rwglaw.com

If to Consultant: Attn: Eduardo Salmeron
Contract Representative
Mariposa Landscapes, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Email: Edwardo.Salmeron@mariposa-CA.com

8.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.4 Integration; Amendment.

This Agreement, and all exhibits referred to in this Agreement, constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. No amendment to or modification of this Agreement, nor any provision or breach hereof waived, shall be valid unless made in writing and approved by Consultant and by City Council. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

8.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

8.7 No Third Party Beneficiaries Intended.

This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

8.8 Final Payment Acceptance Constitutes Release.

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's Services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, sub-contractors and agents for the accuracy and competency of the information provided and/or Services performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the Services prepared by Consultant, its employees, sub-contractors and agents.

8.9 Non-Appropriation of Funds.

Payments to be made to Consultant by City for Services performed within the current fiscal year which are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's Services beyond the current fiscal year, this Agreement shall cover payment for Consultant's Services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

8.10 Headings.

The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

8.11 Word Usage.

Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

8.12 Business Days.

"Business Days" refers to days that the Banning City Hall is open for business.

8.13 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that (i): such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of that Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which that Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

8.14 Electronic Signatures.

Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Administrative City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

NOTE: PROOF OF AUTHORITY TO BIND CONTRACTING PARTY REQUIRED. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing Weed Abatement Services prepared in connection therewith:

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Scope of Work

OVERVIEW SCOPE OF WORK

The work to be done shall consist of destroying weeds, wild grass, and poisonous or harmful plants and removing rubbish including but not limited to scrap metals, disassembled parts of automobiles or machinery, furniture, mattresses, tires, concrete, asphalt, bricks or other construction or demolition materials, debris, litter, cardboard, metal cans, glass, cut brush, dead trees, tree limbs and similar materials, garbage, including but not limited to animal matter including feces, fruit or vegetable matter, and trimming trees & brushes designated by the City Representative in accordance with the City of Banning Weed Abatement Standards.

The City's preference is to recycle whenever possible. If any green waste can be reused, please inform the City to see if it will meet the CA SB requirements. NOTE: all selected contractors must follow the State and AQMD 2024 rules for gas-powered vehicles and tools.

Discovery of hazardous waste, hazardous materials, vehicles, or other large items shall be reported to the City Representative. When a site location is assigned, go to the site location to see if any of these items are present so The City can remove them before starting work.

PROPERTIES UNDER 1 ACRE IN SIZE:

- Grass and weeds shall be removed or cut to a maximum height of three (3) inches.
- Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote amber distribution shall be removed.
- All downed trees, branches, or woody debris shall be removed.
- Debris piles that contain combustible material that can easily support fire ignition and spread shall be removed.
- All brush or woody vegetation debris shall be chipped, broadcast, or removed from the property.
- Non-vegetative combustive debris (i.e., trash, tires, construction debris) shall be removed from the property unless it is too large for removal. Contact The City for the removal of vehicles and other oversized items.

PROPERTIES OVER 1 ACRE IN SIZE:

- Includes all requirement above for Properties under 1 acre in size.
- Provide fuel breaks along the property line—fuel breaks maybe 30 to 100 feet, depending on the property size.
- Tree limbs within six (6) feet of the ground that permit fire to spread into the tree canopy and promote amber distribution shall be removed within the perimeter fuel break.
- Eliminate all ladder fuels that can easily transmit fire into the tree canopy within the fuel break.
- Remove all hazardous vegetation and combustible material.
- Mastication may be required on large parcels.

ADDITIONAL REQUIREMENTS FOR LARGER PROPERTIES

- Requires (if permitted) a fifty (50) feet cross-hatch dividing each acre.

ADDITIONAL REQUIREMENTS IF APPLICABLE

- Weeds shall be abated to the back of the curb, sidewalk, street paving edge of the road, and around and up to fencing and poles.
- The weed abatement procedure shall not disrupt, alter, or block any natural or manmade waterway, stream, or drainage ditch. All of said waterways must be kept clean and free of all debris.
- Handwork will be required where tractors or similar equipment cannot meet the two requirements above.
- Discing or other similar methods for work where handwork is not required.
- Dust Control – The Contractor shall be responsible for complying with Federal, State, and Local laws, Regulations, and Ordinances, including but not limited to South Coast Air Quality Management Division **RULE 403. FUGITIVE DUST.**
- The Contractor shall furnish all hand tools, power, and safety equipment necessary to accomplish the specified work.
- The Contractor will always have portable water readily available and in sufficient quantity for each hand crew member.
- Gas/electric weed eaters with adequate supplies, repair parts, and enough fuel/electrical power for an entire day must be supplied for hand crews.
- A sufficient reserve of equipment and enough power tools for all crew members shall be available to eliminate downtime.
- Suitable flatbed hydraulic pump trucks or trailers with high sides for hauling will be provided throughout the handwork operation. They are to be operated and maintained at the expense of the Contractor.

- All trimmings and debris shall be disposed of at a properly licensed and regulated landfill or recycling facility at the Contractor's expense.
- The loading of materials removed from the site will be accomplished on the same day as cleaning is completed. No materials will be left on the lot for later pickup unless the City approves.
- The Contractor shall always have (1) person responsible for the conduct and supervision of hand crews.
- The Contractor shall always furnish the equipment and personnel needed to complete the work most efficiently.
- The Contractor shall obey all State and Federal laws and codes, all local ordinances and regulations, and any other laws, codes, ordinances, and regulations which may apply. It is the responsibility of the Contractor to keep informed of these laws, codes, ordinances, and regulations and to keep informed of any changes to them.
- All pictures must be time-stamped and dated and display the APN. No handwritten dates on photos. All photos will be emailed to The City along with any notes regarding the site. Before pictures must show the height of the weeds with a City approved weed measuring stick. The measuring stick must be at least 4 feet tall with a red line at the 2-foot mark. The red line must be put on by a weed abatement officer.
- Dump Fees will be covered by The Contractor.

ADDITIONAL SERVICES

- Unforeseen work will be requested to address safety or environmental concerns from the selected contractors based on the hourly rate schedule provided. The City will reach out for price quotes during these times. If it is time-sensitive, The City may seek quotes from those contractors who can meet that timeline.

SCHEDULE

All work shall be as needed as specified during the contract term. All contractors should be able to complete assigned jobs within fourteen (14) calendar days of assignment. All work shall be started on site within 72 hours after service request and continued until finished. Failure to complete the work as specified for each site within fourteen (14) calendar days may result in termination of the contract unless the Contractor can show cause for an extension. A workday is 7:00 AM to 4:00 PM.

LOCATIONS

Locations change every year due to weather conditions and other factors. The City will generate a list of locations every few months and assign each location to the awarded contractors. It is the contractor's responsibility to know and to be able to access the site(s) they are given. If you have concerns about accessing remote sites, please indicate that in the RFP since The City will assume you will have the ability to access any locations within the City. The City will provide a list of some previous sites as examples.

Proposal

Statement of Understand the Approach

As a professional landscaping company, Mariposa Landscapes, Inc. takes pride in delivering high-quality service to our clients. We are dedicated to destroying and removing all kinds of unwanted vegetation and rubbish from the site, ensuring a clean and safe environment. Our service includes getting rid of scrap metals, broken furniture, tires, concrete, debris, litter, cardboard, cans, glass, cut brush, dead trees, tree limbs, garbage, animal matter, and more. We will also trim the trees and brushes as instructed by the City Representative, following the City of Banning Weed Abatement Standards. We guarantee that our work will meet your expectations and comply with the city regulations.

Project Startup and Quality Coordination Meeting

Our Project Estimator and Account Manager carefully review the project specifications and visit the project site(s) to devise a work plan that meets the project requirements. We also hold a meeting with the Account Manager and the key personnel who will execute the work, to discuss and coordinate the best way to perform the project work.

Before starting the contract work, we will conduct a thorough inspection and documentation of any deficiencies. We will then submit a comprehensive list to the City of Banning for each location. We will also provide a proposal for restoring the area to its original state if needed.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for the meeting include:

- Project requirements per specifications.
- Record keeping documents and availability of necessary forms
- Review methods, sequence of work tasks and timeline.

Preparatory Site Inspection

The Account Manager performs a quality inspection of the work area and:

- Assesses the required work to be done per specifications.
- Verifies field measurements.
- Assures availability of required equipment and materials to complete the project.
- Identifies potential problems and develops an action plan to resolve them.

Job Start

On day 1 our crews will have detailed maps of the areas along with task lists and the initial schedule. Our management is heavily involved in logistics during this time. We also go through the irrigation systems with our technicians to perform our initial evaluation. If we find anything that is broken, inoperative or neglected, we create a detailed list with repair pricing and a completion schedule for the customer.

30 Day Evaluation

At 30 days we have a special evaluation meeting with the customer. There are always aspects of every job that cannot be completely spelled out in the work scope and specifications like, custom timelines, work sequences and specific area needs. We go over the experience so far and identify what is working well and what needs adjustment. The customer gets an action plan for any adjustments with timeline commitments from us along with the initial irrigation system inspection.

60 Day Evaluation

At 60 days we anticipate operations to be going smoothly and meeting expectations. We conduct a customer survey to assess the customer's perception of the experience related to the proposal process, transition to operations and the actual performance on the job. Our goal is to receive the highest score possible from our clients and provide complete customer satisfaction.

90 Day Evaluation

At 90 days the customer receives a survey with one question on it "Would you recommend Mariposa Landscapes to other customers right now?" Our goal is to receive an enthusiastic "Yes" to this question.

Description of Specific Tasks

Mariposa would require from the City of Banning an open line of communication and a point of contact. Once we have an open line of communication, we can have the process of abating these locations go as smoothly as possible.

Innovative approaches

Mariposa Landscapes, Inc. is always trying to make sure we are tackling every task given to us in innovative ways. We are always looking for ways to improve and streamline our work. If we see something that may work better or faster, we will communicate with the city and make sure we explain how we can improve our approach to the tasks given to us.

City Owned Facilities

Mariposa Landscapes Inc. does not intend on using any storage and will bring everything needed from our storage.

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date_____ Signature_____**

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under 1 Acre (Undeveloped) Per Specifications	1	Acre	$3,179.88	$3,179.88
2	Under 1 Acre (Developed) Per Specifications	1	Acre	$3,397.68	$3,397.68
3	Over 1 Acre (Undeveloped), Per Acre Pricing Per Specifications	1	Acre	$2,613.60	$2,613.60
4	Over 1 Acre (Developed), Per Acre Pricing Per Specifications	1	Acre	$2,831.40	$2,831.40
5	Grass and Weed Removal Flat Ground Hand Crew	1	Hourly	$174.00	$174.00
6	Grass and Weed Removal Sloped Ground Hand Crew	1	Hourly	$174.00	$174.00
7	Brush Removal Hand Crew	1	Hourly	$232.00	$232.00
8	Brush Removal Mechanical Mastication	1	Hourly	$174.00	$174.00
9	Tree Limbing	1	Hourly	$255.00	$255.00
10	Tree Removal Less Than 24" DBH	1	Hourly	$255.00	$255.00
11	Tree Removal Greater Than 24" DBH	1	Hourly	$255.00	$255.00
12	Chipping Brush and Up To 12" Tree Limbs	1	Hourly	$255.00	$255.00
13	Chipping Tree Trunks	1	Hourly	$255.00	$255.00
14	Hauling of Chips	1	Hourly	$85.00	$85.00
15	Disking & Mowing	1	Hourly	$160.00	$160.00
16	Debris Removal	1	Hourly	$174.00	$174.00

Travel to the work sites are included in the pricing within Banning city limits. Travel charges for travel, lodging, and Subsistence shall not exceeds current IRS rates and must pre-approved by the City of Banning.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City as stated in Exhibit "A".

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

City of Banning
Purchasing Division
Barbara Mason, Purchasing Manager
99 E Ramsey St, Banning, CA 92220

EVALUATION TABULATION

RFP No. RFP-23-047

WEED ABATEMENT FOR CODE ENFORCEMENT

RESPONSE DEADLINE: February 28, 2024 at 11:59 pm

SELECTED VENDORS

VENDORS RECOMMENDED BY THE EVALUATION PROCESS

Vendor	Location
CM Landscape	Redlands, CA
Integrity Arborist and Ecoscape Inc	Riverside, CA
Mariposa Landscapes, Inc.	Irwindale, CA

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Qualifications	Points Based	35 *(35% of Total)*

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 *(25% of Total)*

Criteria	Scoring Method	Weight (Points)
Experience (Projects of similar size and scope)	Points Based	20 *(20% of Total)*

Criteria	Scoring Method	Weight (Points)
References	Points Based	10 *(10% of Total)*

Criteria	Scoring Method	Weight (Points)
Approach and Methodology	Points Based	10 *(10% of Total)*

AGGREGATE SCORES SUMMARY

Vendor	Evaluator 1	Evaluator 2	Evaluator 3	Total Score (Max Score 100)
Integrity Arborist and Ecoscape Inc	95	89	84	**89.33**
CM Landscape	93	82	85	**86.67**
Mariposa Landscapes, Inc.	80	90	87	**85.67**
Universal Green LLC	77	57	77	**70.33**
DeAngelo Contracting Services, LLC	85	39	75	**66.33**
Five star landscape maintenance inc	60	18	40	**39.33**
West SWPPP Services Excluded	0	0	0	**0**

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Qualifications Points Based 35 Points (35%)	Pricing Points Based 25 Points (25%)	Experience (Projects of similar size and scope) Points Based 20 Points (20%)	References Points Based 10 Points (10%)	Approach and Methodology Points Based 10 Points (10%)	Total Score (Max Score 100)
Integrity Arborist and Ecoscape Inc	33.3	21.7	17.3	8	9	**89.33**
CM Landscape	28.3	24	17.3	9	8	**86.67**
Mariposa Landscapes, Inc.	35	13.3	18.3	9	10	**85.67**
Universal Green LLC	30.7	6	17.7	9.3	6.7	**70.33**

Vendor	Qualifications Points Based 35 Points (35%)	Pricing Points Based 25 Points (25%)	Experience (Projects of similar size and scope) Points Based 20 Points (20%)	References Points Based 10 Points (10%)	Approach and Methodology Points Based 10 Points (10%)	Total Score (Max Score 100)
DeAngelo Contracting Services, LLC	26	12	13.7	6.7	8	**66.33**
Five star landscape maintenance inc	16.7	11.3	7	0	4.3	**39.33**
West SWPPP Services Excluded	0	0	0	0	0	**0**

CM Landscape

Landscaping • Irrigation Management

February 28, 2024

City of Banning
RFP Weed Abatement for Code Enforcement
99 E. Ramsey St.
PO Box 998
Banning, CA 92220

To Whom it May Concern,

After careful review of RFP Weed Abatement for Code Enforcement, CM Landscape seeks to enter a business relationship with The City of Banning in accordance with the requested services clearly stated within the aforementioned RFP. Our company is very familiar with the scope of work outlined and possesses both the personnel and equipment to perform such work in a professional and timely manner.

Our company provides commercial landscape and irrigation maintenance as well as installation with past and current contracts with City entities. Currently we hold contracts, specifically for weed abatement services, with The City of Redlands. As we already provide similar services, our skilled crew is outfitted with the necessary equipment to perform weed abatements of both City and private properties. We are willing to enter a contract under the RFP and sample agreement terms and conditions, confident that we are able to meet The City's expectations.

During the RFP review process please contact myself, Charmaine Martinez, by telephone at (909) 241-6175 or e-mail at Charmaine.cmls@gmail.com. My mailing address is PO Box 9373, Redlands, CA, 92375 for any correspondence by mail.

Thank you,

Charmaine Martinez, Owner
CM Landscape

VI. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under 1 Acre (Undeveloped) Per Specifications	1	Acre	$375.00	$375.00
2	Under 1 Acre (Developed) Per Specifications	1	Acre	$325.00	$325.00
3	Over 1 Acre (Undeveloped), Per Acre Pricing Per Specifications	1	Acre	$635.00	$635.00
4	Over 1 Acre (Developed), Per Acre Pricing Per Specifications	1	Acre	$575.00	$575.00
5	Grass and Weed Removal Flat Ground Hand Crew	1	Hourly	$125.00	$125.00
6	Grass and Weed Removal Sloped Ground Hand Crew	1	Hourly	$150.00	$150.00
7	Brush Removal Hand Crew	1	Hourly	$150.00	$150.00
8	Brush Removal Mechanical Mastication	1	Hourly	$175.00	$175.00
9	Tree Limbing	1	Hourly	$90.00	$90.00
10	Tree Removal Less Than 24" DBH	1	Hourly	$150.00	$150.00
11	Tree Removal Greater Than 24" DBH	1	Hourly	$175.00	$175.00
12	Chipping Brush and Up To 12” Tree Limbs	1	Hourly	$170.00	$170.00
13	Chipping Tree Trunks	1	Hourly	$205.00	$205.00
14	Hauling of Chips	1	Hourly	$90.00	$90.00
15	Disking & Mowing	1	Hourly	$250.00	$250.00
16	Debris Removal	1	Hourly	$110.00	$110.00
17	List Any Other Tasks Not Mentioned	1	Each	$110.00	$110.00
TOTAL					

CM Landscape

Landscaping • Irrigation Management

STATEMENT OF APPROACH AND UNDERSTANDING

As with any project our company works on, our first and foremost concern is safety. Concerning weed abatements, we give special attention to the possibility of fire when working in dry fields and conditions. Each of our trucks as well as our large mower is always equipped with fire extinguishers in the event a piece of equipment might ignite a fire. We hold regular safety meetings to address issues that may arise on a daily basis as well as specific concerns on job sites requiring the use of different equipment or when performing a task outside of regularly assigned work tasks.

Prior to performing any weed abatement, a site inspection will be performed and timestamped “before” pictures will be taken of the location. At this time a plan of action will be discussed and implemented prior to beginning weed abatement. Any trash will be removed from the location before weed nent begins. This includes type of equipment to be used whether it may be our tractor and rotary mowing attachment or disc attachment, 60” zero turn mowers and/or smaller equipment such as string trimmers and hand tools. To address fallen trees and/or trees that need to be lifted we have several chainsaws on hand and access to a chipper. As expressed by The City, our goal is to be prepared for every situation and the possibility of equipment breakdown. For this reason we feel that it is very important to always have backup equipment as well as a backup plan in order to accomplish any assigned task.

Having examined some of the sites given as an example we see the need for a skilled hand crew with attention to detail in order to clear brush and debris from fence lines and perimeters. We would also stress the need to give special attention and care not to damage cars that may pass by while working in rocky soil along the street. The best course of action in that case would be to remove any weeds in these areas manually. Prior to performing any weed abatement, all trash will be removed and disposed of. Once a weed abatement has been completed, we would take care to blow off any soil or debris from sidewalks and roadways leaving the job site clean. At that time we will take timestamped “after” pictures to be submitted with the invoice.

P. 0. Box 9373
Redlands, CA 92375

CM Landscape

Landscaping • Irrigation Management

COMPANY INFORMATION

Contact Person: Charmaine Martinez, Owner (Sole Proprietorship)
Physical Branch Address: 32398 Dunlap Blvd., Yucaipa, CA 92399
Mailing Address: PO Box 9373, Redlands, CA 92375
Telephone Number: (909) 241-6175
DIR Registration Number: PW-LR-1000436271

COMPANY PERSONNEL

- Charmaine Martinez, Owner
  (909) 241-6175
  C-27, license number 1055631
  *Licensed to practice in California
  13 years office management, DLS Landscape, Inc.
  2 years operating manager, Daniel's Landscaping Services
  5 years owner, CM Landscape
  Assignment under this agreement: Supervisor, primary contact and correspondence with City
- Ivan Topete, Foreman
  (951) 239-8339
  13 years experience landscape and irrigation maintenance/installation
  2 years foreman and irrigation technician, Daniel's Landscaping Services
  5 years foreman and irrigation technician, CM Landscape
  Assignment under this agreement: Foreman, supervisor, alternative contact with City, large equipment operator
- Rafael Gonzalez, Landscape Laborer
  2 years experience, Daniel's Landscaping Services
  5 years experience, CM Landscape
  Assignment under this agreement: Equipment operator, hand crew
- Arturo Topete, Landscape Laborer
  2 years experience, Daniel's Landscaping Services
  5 years experience, CM Landscape
  Assignment under this agreement: Equipment operator, hand crew
- Ariel Perez, Landscape Laborer
  2 years experience, Daniel's Landscaping Services
  5 years experience, CM Landscape
  Assignment under this agreement: Hand Crew
- Jorge Gonzalez Diaz, Landscape Laborer
  2 years experience, CM Landscape
  Assignment under this agreement: Equipment operator, hand crew

DISCLOSURE

Our company completed a landscape renovation at City councilmember David Happe's home in 2023.

CM Landscape

Landscaping • Irrigation Management

EXPERIENCE AND REFERENCES

1. Adarian (AJ) Lawson, Airport Supervisor
   City of Redlands, Redlands Municipal Airport
   35 Cajon St., Ste. 222, Redlands, CA 92373
   (909) 798-7573
   alawson@cityofredlands.org
   Monthly weed abatement services of airport runway and perimeter, surrounding areas. Includes use of tractor with rotary mowing attachment, 60” zero turn mowers, hand crews and chemical control. (2023-Current)

2. Shawn McIntosh, Parks Coordinator
   City of Redlands
   35 Cajon St., Ste. 222, Redlands, CA 92373
   (909) 542-5516
   smcintosh@cityofredlands.org
   - City Parks, monthly mowing (2021-2022)
   - University Metrolink Station, monthly landscape and irrigation maintenance (2023-Current)
   - Retention Basins, monthly weed abatement services and landscape maintenance including large volunteer tree removal and disposal for 3 separate locations (2023-Current)

3. Joe Hamburger, Wastewater Operations Supervisor
   City of Redlands Wastewater Station
   35 Cajon St., Ste. 222, Redlands, CA 92373
   (909) 353-9049
   jhamburger@cityofredlands.org
   Weed abatement services of wastewater station using special care around treated water basins, hand crews used on sloped landscape and 60” zero turn mowers to cover approximately 50 acre property (2023-Current, on-call)

4. Tom Phillips, President
   Phillips Commercial Management, Inc.
   3940 Broad St., Ste. 8, San Luis Obispo, CA 93401
   (805) 782-8800
   tomgphillips@outlook.com
   Monthly landscape and irrigation and maintenance of 24 acre commercial shopping center including weed abatement of vacant lots for future development (2002-Current)

EXPERIENCES AND REFERENCES CONTINUED

5. Laura Bornheimer, SVP of New Store Openings
Plaza Street Partners
3400 College Blvd., Ste. 200, Leawood, KS 66211
(913) 515-4455
laurab@plazastreetpartners.com
Weed abatement services of vacant lot for land development. Includes hand work on sloped landscape with rocky soil along busy highway requiring lane closure and trash/debris removal and disposal (2022-Current, seasonal/on-call)

6. Aimee Austin, Operations Manager
The Grove School, Farm Campus
200 Nevada St., Redlands, CA 92373
(909) 798-7831, ext. 4
Weekly weed abatement and mowing services of 3 empty lots part of school property (2021)

To: **City of Banning**
From: Integrity Arborist and Ecoscape Inc – 10000 Indiana Ave Ste 206, Riverside, CA 92503

Contact – Andre Prado 951-790-7602 Andre@Integrityae.com

Date – 2/26/2024

Project Name – Weed Abatement for Code Enforcement

Qualifications Summary- Integrity Arborist and Ecoscape Inc.

Integrity is a family owned and operated California Corporation, our corporate office is in Riverside, California. We have 2 satellite offices in Northern California. Integrity has been operating since 2008 and became a corporation in 2014. Integrity has been dedicated to safe and efficient innovative Landscape Maintenance, Weed Abatement, and Emergency Response for the Municipal and Utility industry. Integrity is 1 of 3 contractors awarded work for Southern California Fuel Reduction and Vegetation Management Program on the Southern California Edison system today. Integrity has currently over 20 crews on the Southern California Edison system, 10 Crews on Pacific Gas and Electric, and an additional 10 Crews between a list of other valued customers. Integrity is a certified SBE (Small business) and is certified with Supplier Clearinghouse. Integrity is a Licensed D-49/C61/C-27 California State Contractor. Integrity has read, understands, and will comply with all rules and regulations being asked. Rick Mowbray will be the direct contact person in charge of this project. Integrity will not be using subcontractors and has no relationships with any city employee or officials.

Eliminating Hazardous Vegetation is our focus as this continues to be the main causes for fire danger, but most importantly, the danger these elements pose to the public. Integrity understands the importance and has a clear understanding of the contract contents and responsibilities.

With Safety First, Integrity's mission is not to be the biggest but the safest. Integrity has elevated all training programs including hands on training and ongoing education in Field Work Safety, electrical hazard awareness, First Aid, CPR and all elements of safe working environment and proper equipment usage.

Integrity's method to accomplish work to establish communication procedures between supervisor and City. Assign work duties to crews and establish as needed calls as outlined in RFP to familiarize crews within areas. Establish quality control program and reporting method on coordination with City. Perform written assessments as needed to City of safety recommendations and considerations Etc. Integrity will expect job address from City for coordination, Communication, and follow if there's anything for Integrity to address. Integrity will constantly look for ways to be more productive and efficient per property assigned. Integrity is in no litigation, mediation, or arbitration for any of our services.

Integrity has a designated CPA to oversee and review all accounting procedures such as: Average cost, FIFO, LIFO, and COGS policies. As industry standards have become compromised in other organizations, Integrity remains committed to hiring and training qualified office personnel. Integrity constantly is looking to hiring and expanding with crew members whose priority is safety.

Company Personnel-

Andre Prado- President 951-790-7602 18 Years Expierence

Frank Prado- Operations Manager 951-790-7154 35 Years Expeiernce

Jeremy Prado- Project Manager 951-204-7419 12 Years of Experience

Rick Mowbray- Project Manager 909-693-2696 42 Years of Experience

Michael Rivera- Office Manager 951-406-1062 15 Years of Experience

Thomas Martinez- Field supervisor 951-310-991-2670 13 Years of Experience

Ezekiel Prado- Field Safety- 951-203-0984 10 Years of Experience

Safety. Quality. Reliability.

INTEGRITY
ARBORIST & ECOSCAPE, INC.

Requested References:

Jurupa Area Parks and Recreational

Curt Benson 951-361-2090

8621 Jurupa Rd, Jurupa Valley, CA 92509

Curt@Jarpd.org

Southern California Edison Weed Abatement Project:

Sergio Guerrero 800-655-4555

265 N East End Ave, Pomona, CA 91767

Sergiog@sce.com

FMS Services Group

Deanna Dechenne: 909-562-9929

2125 Highpointe Dr, Corona, CA 92879

ddechenne@fmservicesgroup.om

Safety. Quality. Reliability.

VI. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under 1 Acre (Undeveloped) Per Specifications	1	Acre	450.00	450.00
2	Under 1 Acre (Developed) Per Specifications	1	Acre	450.00	450.00
3	Over 1 Acre (Undeveloped), Per Acre Pricing Per Specifications	1	Acre	450.00	450.00
4	Over 1 Acre (Developed), Per Acre Pricing Per Specifications	1	Acre	450.00	450.00
5	Grass and Weed Removal Flat Ground Hand Crew	1	Hourly	180.00	180.00
6	Grass and Weed Removal Sloped Ground Hand Crew	1	Hourly	185.00	185.00
7	Brush Removal Hand Crew	1	Hourly	185.00	185.00
8	Brush Removal Mechanical Mastication	1	Hourly	225.00	225.00
9	Tree Limbing	1	Hourly	165.00	165.00
10	Tree Removal Less Than 24" DBH	1	Hourly	150.00	150.00
11	Tree Removal Greater Than 24" DBH	1	Hourly	165.00	165.00
12	Chipping Brush and Up To 12" Tree Limbs	1	Hourly	185.00	185.00
13	Chipping Tree Trunks	1	Hourly	185.00	185.00
14	Hauling of Chips	1	Hourly	90.00	90.00
15	Disking & Mowing	1	Hourly	450.00	450.00
16	Debris Removal	1	Hourly	95.00	95.00
17	List Any Other Tasks Not Mentioned	1	Each	0.00	0.00
TOTAL				4,060.00	4,060.00

Landscape Maintenance Proposal

For

Request for Proposal Weed Abatement for Code Enforcement RFP-23-047



City of Banning

Bid Due: February 28, 2024 at 11:59pm

MARIPOSA
LANDSCAPES INC

M A R I P O S A

L A N D S C A P E S I N C

February 28, 2024

Cover Letter

City of Banning
99 E. Ramsey St. PO Box 998
Banning, CA 92220
Attn: Angelo Heidt / Buyer
Email: aheidt@banningca,gov
Phone: (951) 922-3154

RE: Request for Proposal Weed Abatement for Code Enforcement RFP-23-047

Thank you for the opportunity to submit our proposal. Mariposa Landscapes, Inc. looks forward to the competitive process.

Mariposa Landscapes, Inc. has continuously been in business since 1977. Growing from a single truck in Rosemead, California to a fleet of trucks and equipment with over 800 employees covering all Southern California and Arizona. With over 95 awards for project excellence, we take pride in the quality of our work and thrive on keeping our company as one of the most recommended in the industry. Our steady record of customer satisfaction has allowed us to maintain positive relationships with our clients.

Mariposa Landscapes, Inc. has been in business for over 45 years. We have a contractor's License in both California and Arizona. We have done weed abatement for the City of Banning previously and have also completed similar projects for other Cities and Municipalities throughout Southern California.

Mariposa Landscapes, Inc. is able and willing to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement.

Contact during the RFP Process: Eduardo Salmeron – Estimator – Eduardo.salmeron@mariposa-ca.com

We bring decades of knowledge and in-depth experience to every landscape entrusted to our care. Building long-lasting relationships with our clients is important to us. We understand and respect your goals and do everything in our power to assure the well-being of your city.

Mariposa Landscapes, Inc. takes pride in the work that we do. We would be honored to work for you and beautify your city to its ultimate potential.

Sincerely,

Terry Noriega – President

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"We blend Nature and Craftsmanship to create ultimate outdoor settings and extremely satisfied customers"

Proposal

Statement of Understand the Approach

As a professional landscaping company, Mariposa Landscapes, Inc. takes pride in delivering high-quality service to our clients. We are dedicated to destroying and removing all kinds of unwanted vegetation and rubbish from the site, ensuring a clean and safe environment. Our service includes getting rid of scrap metals, broken furniture, tires, concrete, debris, litter, cardboard, cans, glass, cut brush, dead trees, tree limbs, garbage, animal matter, and more. We will also trim the trees and brushes as instructed by the City Representative, following the City of Banning Weed Abatement Standards. We guarantee that our work will meet your expectations and comply with the city regulations.

Project Startup and Quality Coordination Meeting

Our Project Estimator and Account Manager carefully review the project specifications and visit the project site(s) to devise a work plan that meets the project requirements. We also hold a meeting with the Account Manager and the key personnel who will execute the work, to discuss and coordinate the best way to perform the project work.

Before starting the contract work, we will conduct a thorough inspection and documentation of any deficiencies. We will then submit a comprehensive list to the City of Banning for each location. We will also provide a proposal for restoring the area to its original state if needed.

During the meeting, the Account Manager communicates the work task quality requirements and reinforces heightened awareness for critical requirements. Topics for the meeting include:

- Project requirements per specifications.
- Record keeping documents and availability of necessary forms
- Review methods, sequence of work tasks and timeline.

Preparatory Site Inspection

The Account Manager performs a quality inspection of the work area and:

- Assesses the required work to be done per specifications.
- Verifies field measurements.
- Assures availability of required equipment and materials to complete the project.
- Identifies potential problems and develops an action plan to resolve them.

Description of Efforts

Mariposa Landscapes, Inc. is a professional landscaping company that provides high-quality service to our clients. We are committed to eliminating and clearing all unwanted plants and trash from the site, creating a clean and safe environment. Our service covers removing scrap metals, broken furniture, tires, concrete, debris, litter, cardboard, cans, glass, cut brush, dead trees, tree limbs, garbage, animal matter, and more. We will also prune the trees and brushes as directed by the City Representative, adhering to the City of Banning Weed Abatement Standards. We assure you that our work will satisfy your needs and follow the city rules.

Project Schedule

As per the specifications provided by the City of Banning, we will not have a set schedule. Once Mariposa is given a weed abatement site, we will perform the work as required and agreed upon for the duration of the contract. We expect to finish the weed abatement of the areas assigned to be completed within two weeks of receiving them. We will also commence the work on site no later than three days after the service request and work until completion as per the specifications. Each yard has its own set of extra work crews to account for as needed services and extra work. Prices would be adjusted accordingly according to CPI and the desired extra man power.

Job Startup and Transition Schedule



Contract Executed or an Official Notice to Proceed

On new contracts we typically purchase trucks and equipment, so we cannot initiate purchases until we have a signed commitment. Quicker startups that are 30 days or less may be an issue with supply chain delays. We prefer a 60 to 90 day start for our procurement. During this period, before the Job Start, we may have one or more meetings with the client to meet the management staff and go over a preliminary schedule of work. We also use this interim time to prepare more detailed maps of the areas with measurements so we can pre-order the materials we will need (fertilizer, IPM material for weed control and other consumables.)

Job Start

On day 1 our crews will have detailed maps of the areas along with task lists and the initial schedule. Our management is heavily involved in logistics during this time. We also go through the irrigation systems with our technicians to perform our initial evaluation. If we find anything that is broken, inoperative or neglected, we create a detailed list with repair pricing and a completion schedule for the customer.

30 Day Evaluation

At 30 days we have a special evaluation meeting with the customer. There are always aspects of every job that cannot be completely spelled out in the work scope and specifications like, custom timelines, work sequences and specific area needs. We go over the experience so far and identify what is working well and what needs adjustment. The customer gets an action plan for any adjustments with timeline commitments from us along with the initial irrigation system inspection.

60 Day Evaluation

At 60 days we anticipate operations to be going smoothly and meeting expectations. We conduct a customer survey to assess the customer's perception of the experience related to the proposal process, transition to operations and the actual performance on the job. Our goal is to receive the highest score possible from our clients and provide complete customer satisfaction.

90 Day Evaluation

At 90 days the customer receives a survey with one question on it "Would you recommend Mariposa Landscapes to other customers right now?" Our goal is to receive an enthusiastic "Yes" to this question.

Description of Specific Tasks

Mariposa would require from the City of Banning an open line of communication and a point of contact. Once we have an open line of communication, we can have the process of abating these locations go as smoothly as possible.

Innovative approaches

Mariposa Landscapes, Inc. is always trying to make sure we are tackling every task given to us in innovative ways. We are always looking for ways to improve and streamline our work. If we see something that may work better or faster, we will communicate with the city and make sure we explain how we can improve our approach to the tasks given to us.

City Owned Facilities

Mariposa Landscapes Inc. does not intend on using any storage and will bring everything needed from our storage.

Company Information

Contact Person Information

Name: Eduardo Salmeron
Email: eduardo.salmeron@mariposa-ca.com
Address: 6232 Santos Diaz Street, Irwindale, CA 91702
Phone Number: (626) 960-0196

Organization Type:

Mariposa Landscapes Inc. is a corporation.

Company Profile

President: Terry Noriega
California Corporation: C1469653
California Employer ID: 368-4753-1
Date Incorporated: October 2, 1989

Licenses & Certificates

Contractors State License:	592268	C27, A, C61/D49
Qualified Applicators License:	103864	ABCDEFH
Pest Control Adviser License:	74416	ABCDEG
Pest Control Business License:	30977	
Irwindale Business License:	000538	
Supplier Clearinghouse MBE:	94HS0050	
City of Los Angeles MBE:	561730	
City of Los Angeles LBE:	37858	
LA County MBE:	43914	
LA Co. Agricultural Pest Control	1000279	
Certified Arborist:	*WE-1182A*	

C-27 Landscape Contractor's License (Expire: 4/30/2024)

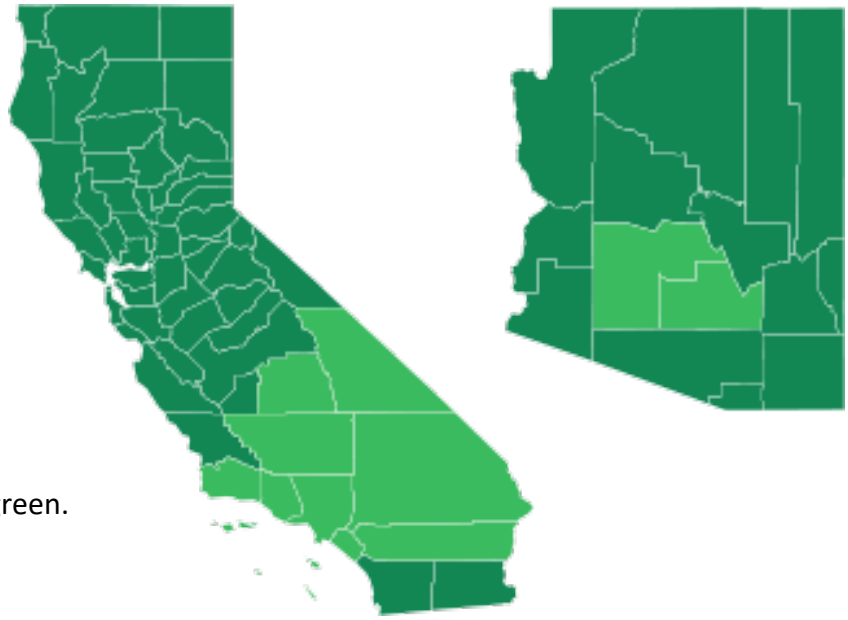


Office Locations and Contact Info

Corporate Headquarters

6232 Santos Diaz Street

Irwindale, CA 91702
Phone 626 960-0196
Fax 626 960-8477



*Areas of operation highlighted in light green.

Los Angeles County 15529 Arrow Highway Irwindale, CA 91706 Phone 626 960-0397 Fax 626 960-3809	*Orange County* 1107 E. Walnut St Santa Ana, CA 92701 Phone 626 960-0196 Fax 626 960-8477	*San Bernardino County* 11093 Almond Avenue Fontana, CA 92335 Phone 909 429-2546 Fax 909 429-2749
Riverside County 13333 S. Central Ave Chino, CA 91710 Phone 626 960-0196 Fax 626 960-8477	*L.A. – South Bay* 1650 W 130th St Gardena, CA 90248 Phone 626 960-0196 Fax 626 960-8477	*North L.A. & Ventura* 4790 E. Los Angeles Ave. Somis, CA 93066 Phone (800) 794-9458 Fax 805-386-4140
Palm Springs 78355 Darby Rd Bermuda Dunes, CA 92203 Phone 626 960-0196 Fax 626 960-8477	*San Diego County* 1833 Oceanside Blvd. Oceanside, CA 92054 Phone 626 960-0196 Fax 626 960-8477	*Arizona* 7677 N. 67th Avenue Glendale, AZ 85301 Phone 623 463-2200 Fax 623 463-2223

Litigation from the past 5 years

Below list consists of litigations that Mariposa Landscapes, Inc. has been involved in within the past 5 years.

There have been no judgements against Mariposa within the specified time frame.

Mariposa Landscapes Inc.
Pending and Settled Litigation

Name	Claim/Case No.	Date	Court	Status	Type
Flores v. City of Burbank	19STCV02043	January 22, 2019	Superior, Los Angeles	Dismissed	GL
Hansell V City of Rancho Cucamonga	CIVDS1725721	February 21, 2019	Superior, San Bernardino	Dismissed 05-21-20	GL
Aronson v. City of Palm Springs	PSC1902825	April 24, 2019	Superior, Riverside	Dismissed	GL
Garcia v. Hai	20STCV33096	August 28, 2020	Superior, Los Angeles	Dismissed	GL
M. Acosta v Mariposa Landscapes Inc.	56-2021-00549651	January 20, 2021	Superior, Ventura	Pending	Emp
J. Rivera v. Mariposa Landscapes Inc.	56-2021-00549647	January 20, 2021	Superior, Ventura	Pending	Emp
A. Moctezuma v. Mariposa Landscapes Inc.	56-2021-00549650	January 20, 2021	Superior, Ventura	Pending	Emp
J. Farias v. Mariposa Landscapes Inc.	21PSCV00402	May 17, 2021	Superior, Los Angeles	Pending	Emp
Mabus v. City of Newport Beach	30-2021-01221557	September 16, 2021	Superior, Orange	Dismissed	GL
Allen v. Mariposa Landscape	21STCV37080	October 7, 2021	Superior, Los Angeles	Pending	GL
Milliken v. City of Corona	CVR1220046	January 6, 2022	Superior, Riverside	Pending	GL
Okeke v. County of Los Angeles	22STCV10713	May 5, 2022	Superior, Los Angeles	Dismissed	GL
Farmers Ins v Mariposa Landscapes	CIVSB2212231	June 13, 2022	Superior, San Bernardino	Dismissed	GL
Calderon v. Mariposa Landscapes	22STCV19397	June 14, 2022	Superior, Los Angeles	Pending	Emp
Salmeron v. City of Corona	CVR12204878	November 04, 2022	Superior, Riverside	Pending	GL

Company Personnel

The resume of the Account Manager they will be assigned to this contract if awarded.

Andres Perez – Bermuda Dunes Account Manager

- Over 25 years of experience in the landscape industry
- Qualified Applicator License, Category B
- **Certified Landscape Technician**, Irrigation
- Certificate – Irrigation Design
- Certificate – Irrigation Troubleshooting
- CVAG Overseeding Certificate



Andres Perez Contact Information:
Phone: (626) 392-2050
Adress: 78355 Darby Road., Bermuda Dunes, CA 92203

Under Andres we will have a Forman and Laborers assigned to each site given to us. The information for the Forman and Laborers is TBD and will be relayed as if we are awarded the contract.

Affirmative Statement:

Mariposa Landscapes, Inc. and all assigned key professional staff are properly licensed to practice in California.

Disclosure

Mariposa Landscapes has had a business relationship with the City of Banning regarding previous contracts but has not had any personal relationships with the appointed official, official, City employee or Family members of the previously mentioned.

Experience and References

Prerequisites and Experience

A) Years of Experience

Years of Experience: Mariposa Landscapes, Inc. has had more than the required 3 years of experience under our legally registered name.
Bankruptcy: Mariposa Landscapes, Inc. has not filed for bankruptcy under any name over the past 5 years.

B) ProcureNow Registration

Registered: Mariposa Landscapes, Inc. is registered on the Opengov website and has downloaded the needed documents for this solicitation.

C) Mandatory Pre-Proposal Meeting

Attendance: Mariposa Landscapes, Inc. attended the mandatory pre-proposal meeting on February 15, 2024, at 10:00am.

D) Licenses

Licenses & Certificates

Contractors State License:	592268	C27, A, C61/D49
Qualified Applicators License:	103864	ABCDEFH
Pest Control Adviser License:	74416	ABCDEG
Pest Control Business License:	30977	
Irwindale Business License:	000538	
Supplier Clearinghouse MBE:	94HS0050	
City of Los Angeles MBE:	561730	
City of Los Angeles LBE:	37858	
LA County MBE:	43914	
LA Co. Agricultural Pest Control	1000279	
Certified Arborist:	*WE-1182A*	

E) Department of Industrial Relations

DIR: Mariposa Landscapes Inc. is registered with the Department of Industrial Relations. DIR # 1000005079

References

Please see below for a list of references for this contract:

City of Palm Desert	Term:	2021-Current	
Landscape Maintenance Area No. 1			
Landscape Maintenance: Plant litter and trash control, pest control, plant maint., tree maint., turf maint., planter maint., hardscape maint., and irrigation maintenance.		$483,828	Per Yr.
Randy Chavez, Deputy Director of Public Works	(760) 902-9064	rchavez@cityofpalmdesert.org	

City of Fontana	Term:	2020-2022	
Landscape Maintenance Services			
Landscape Maintenance, Irrigation maintenance and Installation. Scope includes inspections, mowing, trimming, pruning, fertilization, aeration, weed control, cultivation, pest control, tree surgery, de-thatching, plant replacements, renovation, clean-up of park facilities and drainage facilities.		$3,419,517	Per Yr.
Brian Clements, Parks and Landscape Supervisor	(909) 350-6771	bclements@fontana.org	

Coachella Valley Water District	Term:	2019-Current	
Landscaping Maintenance Services			
Landscape Maintenance: Plant litter and trash control, weed/pest control, plant maintenance, tree maintenance, hardscape and decomposed granite planter areas, and irrigation system maintenance.		$476,160	Per Yr.
Mike Munoz, Landscape Supervisor	(760) 578-6471	mmunoz@cvwd.org	

City of Banning	Term:	2022-2023	
Landscape Maintenance			
Landscape Maintenance - Turf management, shrub bed maintenance, tree care and pruning, fertilization, environmental weed and pest control program, irrigation and operations for various locations.		$92,399	Per Yr.
Ralph Wright, Parks and Recreation Director	(909) 219-0980	rwright@banningca.com	

Pricing Proposal

For

Request for Proposal Weed Abatement for Code Enforcement RFP-23-047



City of Banning

Bid Due: February 28, 2024 at 11:59pm

MARIPOSA

LANDSCAPES INC

VI. Pricing Proposal

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Under 1 Acre (Undeveloped) Per Specifications	1	Acre	$3,179.88	$3,179.88
2	Under 1 Acre (Developed) Per Specifications	1	Acre	$3,397.68	$3,397.68
3	Over 1 Acre (Undeveloped), Per Acre Pricing Per Specifications	1	Acre	$2,613.60	$2,613.60
4	Over 1 Acre (Developed), Per Acre Pricing Per Specifications	1	Acre	$2,831.40	$2,831.40
5	Grass and Weed Removal Flat Ground Hand Crew	1	Hourly	$174.00	$174.00
6	Grass and Weed Removal Sloped Ground Hand Crew	1	Hourly	$174.00	$174.00
7	Brush Removal Hand Crew	1	Hourly	$232.00	$232.00
8	Brush Removal Mechanical Mastication	1	Hourly	$174.00	$174.00
9	Tree Limbing	1	Hourly	$255.00	$255.00
10	Tree Removal Less Than 24" DBH	1	Hourly	$255.00	$255.00
11	Tree Removal Greater Than 24" DBH	1	Hourly	$255.00	$255.00
12	Chipping Brush and Up To 12” Tree Limbs	1	Hourly	$255.00	$255.00
13	Chipping Tree Trunks	1	Hourly	$255.00	$255.00
14	Hauling of Chips	1	Hourly	$85.00	$85.00
15	Disking & Mowing	1	Hourly	$160.00	$160.00
16	Debris Removal	1	Hourly	$174.00	$174.00
17	List Any Other Tasks Not Mentioned	1	Each		
TOTAL					$14,497.56

Statement:

The cost that Mariposa Landscapes Inc. charges for Travel, Lodging and Subsistence shall not exceed the current IRS rates

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Lincoln Bogard, Administrative Services Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Introduction and First Reading of Ordinance 1604, Repealing and Replacing Section 010 through 170 of Chapter 3.24 of the Banning Municipal Code with Section 010 through 150 to adopt City Purchasing Policy vis Resolution as defined in the Purchasing System Ordinance Chapter**

RECOMMENDATION:

A motion waiving full reading and introducing, as read by title only, Ordinance1604.

BACKGROUND:

- Generally, an ordinance is a local law of a municipal corporation, duly enacted by the proper authorities, prescribing general, uniform, and permanent rules of conduct relating to the corporate powers of the municipality;
- A resolution is a legal action by a decision-making body, such as setting fees and adopting policies;
- The City of Banning has codified its Purchasing Policy via Ordinances and Resolutions and some differences have occurred over time;
- It is more appropriate for the Purchasing Policy to be adopted through Resolution than Ordinance;
- The Purchasing System Ordinance Chapter should be at a level of permanence above Policies.

JUSTIFICATION:

The Banning Municipal Code Chapter 3.24 Purchasing System is currently written at a far too detailed level. Several of the Sections in Chapter 3.24 should be contained within the Procurement Policy (B-30) and not codified in Ordinance. Staff has kept the more permanent requirements in the proposed Ordinance and is defining that policy is set via resolution. The sections removed or altered in this proposal are already within the Procurement Policy (B-30) that was last adopted by council via resolution on October 8, 2019. The Procurement Policy is required to be updated at least once every five years, so the policy will come back to council for review and approval this year.

FISCAL IMPACT:

None.

ALTERNATIVES:

Do not approve and provide alternative direction.

ATTACHMENTS:

1. Ordinance 1604, Purchasing Policy Changes.docx

2. B-30-Procurement-Policies-and-Procedures-10-08-2019

ORDINANCE 1604

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 3.24 OF TITLE 3 OF THE BANNING MUNICIPAL CODE CONCERNING THE CITY'S PURCHASING SYSTEM

The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. Chapter 3.24 ("Purchasing System") of Title 3 ("Revenue and Finance") of the Banning Municipal Code is hereby amended in its entirety as follows:

"**Chapter 3.24 - PURCHASING SYSTEM**

3.24.010 - Adoption of purchasing system.

The purpose of this chapter is to establish regulations regarding the purchase of supplies, services, and equipment, and to exercise positive financial control over purchases through the adopted centralized purchasing system and purchasing officer vested with the authority to purchase city supplies, services, and equipment.

3.24.020 - Adoption of Procurement Policy (B-30) by resolution.

The city council may, by resolution, from time to time as it deems necessary, but not less than every five years, for the administration or implementation of the intent of this chapter, review, revise, adopt and/or promulgate new or amended rules set forth in Procurement Policy (B-30).

3.24.030 - Definitions.

Unless otherwise indicated, the following definitions shall apply to all provisions of this chapter:

"Contract" means a written agreement between two or more competent individuals and/or corporate entities to perform or not perform a specific act(s) for compensation. Contract includes all types of government agreements, regardless of what they may be titled for the procurement of supplies, services, or construction.

"Purchasing officer" means the city manager or his or her designee(s). Initially, the city manager designates the Purchasing Manager to act as the purchasing officer. Pursuant to this section, the city manager may change his or her designation at any time.

"Purchasing policy" means the policy adopted and amended from time to time by resolution of the city council, as referenced in and required by Section 3.24.020 of this chapter, for purposes of providing specific purchasing and procurement procedures, consistent with State law.

3.24.040 - City manager authorization to execute contracts, conveyances, and instruments.

Pursuant to California Government Code Section 40602, the mayor must execute all contracts, conveyances, and instruments requiring the city seal on behalf of the city, unless another city officer or employee is authorized to do so. The city manager and/or his or her

designee(s) are authorized to execute contracts, conveyances, and instruments requiring the city seal on behalf of the city.

3.24.050 - Purchasing officer.

There is created the position of purchasing officer, who shall be appointed by the city manager. The purchasing officer shall have general supervision over all purchasing functions of the city. The duties of the purchasing officer may be combined with those of any other office or position. Subject to the supervision of the city manager, the purchasing officer shall have the authority to:

A. Negotiate contracts on behalf of the city for the purchase of supplies, equipment and services in accordance with this chapter and the Procurement Policy, which contracts will be subject to award by the city council or city manager and execution by the mayor or city manager;

B. Negotiate and execute purchase orders on behalf of the city, for the purchase of supplies, equipment and services required by the city in accordance with this chapter;

C. Prepare, and implement city council approved policies and procedures governing the purchase, bidding, contracting, storing, distribution and disposal of supplies, services and equipment for the city;

D. Prescribe and maintain such forms as may be reasonably necessary to the implementation of this chapter and the Procurement Policy and any other policies and procedures approved by the city manager consistent with this chapter;

E. Review the working details, drawings, plans and specifications pertaining to procurement compliance and bidding processes for any projects or purchases requiring such review in this chapter and the Procurement Policy;

F. Inspect or supervise the inspection of purchased supplies, services and equipment to ensure conformity with any specifications established or required by the city;

G. Transfer among departments any supplies, services and equipment not needed by one such department, but which are necessary for the operations of one or more other departments;

H. Sell any supplies and equipment not needed for public use or that may become unsuitable for their intended use;

I. Develop and maintain any bidder's list, contractor's list or vendor's catalog file necessary to the operation of this chapter and any other policies and procedures approved by the city manager consistent with this chapter;

J. Approve and confirm emergency purchases;

K. Identify and pursue cooperative agreements with the State of California, Counties, other Cities and other governmental agencies and organizations in order to obtain cost savings for the city;

L. Be authorized in the absence of the Administrative Services Director to allow a budget over-ride for purposes of timely completion of a purchase transaction if such action would not put the fund over-budget when reasonably projected to the end of the fiscal year, and when the requesting department has submitted a Budget Transfer Form.

3.24.060 - Types of contracts.

A. Formal contracts shall be used for the purchase of goods, equipment, or services whenever those goods, equipment, or services are sought by way of a request for proposal or when the purchasing officer determines that, due to the complexity, risk, or monetary value of the goods, equipment, or services sought, a formal agreement with detailed procedural and substantive protections of the city's interests is necessary.
B. Informal letter contracts shall be used when the purchasing officer determines that due to a lack of complexity, risk, or monetary value, a purchase of services need not include the detailed procedural and substantive protections of the city's interests.
C. Purchase orders are formal, contractual documents requesting the delivery of specific goods, equipment, or services and promising payment therefor. They are issued by the purchasing officer and must be used in conjunction with formal contracts or else as provided in this chapter as stand-alone documents for all city purchases with the exception of purchases made pursuant to short form purchase orders or other methods consistent with this chapter and the policies and procedures implementing this chapter.
D. Open purchase orders are formal agreements whereby the city contracts with a vendor to provide services, tools and equipment or supplies on a just-in-time basis. They are encumbered purchase orders with a maximum dollar amount that may be purchased per transaction and a maximum dollar amount that can be spent through the term of the contract. They must be used in conjunction with a formal contract.
E. Blanket Purchase Orders (BPO) are contractual documents and should be issued for recurring purchases, such as office supplies, not valid for longer than one year, and shall always expire at the end of the fiscal year in which they were initiated.
F. Short form purchase orders are formal documents that provide a method whereby department directors, or designee may purchase non repetitive, low volume, low-cost goods or services valued at less than five thousand dollars.

3.24.070 - Procurement methods.

A. The city shall secure supplies, services, and equipment at the lowest total cost commensurate with the quality and scope needed, and subject to any limitations imposed by federal and state law. For federal grants, the requirements of 2 C.F.R. 200 and any C.F.D.A. requirements of the award will apply. For non-Federal Awards the City policy may be less restrictive if all applicable laws and regulations are followed.
B. The city shall secure professional services based upon demonstrated competence, professional qualifications, and suitability for the project in general. The city may consider the cost of professional services if the purchasing officer determines it to be a relevant factor under the circumstances.

C. The purchasing officer shall update, at least every five years, the Procurement Policy for approval by the city manager and the city council via resolution. Such policies as are necessary to implement the provisions of this chapter. Procedures for staff to follow policy as defined herein shall be approved by the city manager The policies and procedures shall be written and implemented in such a way to:
    1. Encourage open and competitive bidding, where appropriate;
    2. Provide equal opportunity based on merit;
    3. Make each selection process free of favor, prejudice and discrimination;
    4. Provide for efficient and timely acquisition of needed supplies, services and equipment; and
    5. Provide effective fiscal controls.
D. In purchasing, supplies, services and equipment, the city shall make use of competitive bidding, both formal and informal, whenever required by law, this chapter, the Purchasing Policy, or any policies and procedures approved by the city manager consistent with this chapter.
E. The city shall comply with all federal and state bidders' security and bonding requirements and all prevailing wage laws applicable to each contract or purchase.
F. The city shall not split a project, work, service or purchase into small projects, works, services or purchases for the purpose of avoiding any bidding or contracting requirements of this Code.

3.24.080 - Encumbrance of funds.

Except in cases of emergency, orders for supplies, services, and equipment may not be processed unless there exists an unencumbered appropriation in the fund account against which such purchase is to be charged.

3.24.090 - Public project bid procedure.

Contracts for public projects shall be awarded consistent with, and pursuant to, the procedures set forth in the Uniform Public Construction Cost Accounting Act, California Public Contract Code Section 22000, et seq. ("UPCCAA"), and as set forth in the Procurement Policy adopted by the city council.

3.24.100 - Exceptions to bidding requirements.

Exceptions to standard purchasing methods, spending authorities, and bidding requirements shall be specified in the Procurement Policy adopted by the city council.

3.24.110 - Local preference.

A. In order to promote the economic health of the city and to encourage local participation in the procurement process, the city council shall give a preference to local businesses, to the extent that such preference does not give an unlawful advantage to such local business over its foreign competition and is otherwise permitted by law.
B. In the assessment of any responsive bid submitted by a local business pursuant to this chapter and the Procurement Policy, the amount bid by the local business shall be lowered by the local preference percentage, for purposes of award, than the amount actually bid. The local preference percentage will be set by city council resolution.

3.24.120 - Recycled products.

It is the city's policy to purchase recycled products whenever possible to the extent that such use does not negatively impact the health, safety or operational efficiency of the city. The purchase of products which cannot be recycled or reused is strongly discouraged.

3.24.130 - Disposal of city surplus personal property.

The city manager or his or her designee is authorized to establish policies and procedures for the identification and disposal of the city's surplus personal property, including supplies, equipment, materials, inventory, and scrap material. Each determination that an item constitutes scrap material or city's surplus personal property shall be in writing. The value of personal property that may be declared surplus by the purchasing officer shall be set by city council resolution. Any personal property above the established threshold shall be declared surplus by the city council. Surplus personal property may not be purchased by a city official or an employee of the city, except at public auction or through other sealed bid procedures. Disposal of the city's surplus personal property shall be made pursuant to this chapter and City of Banning Administrative Policy No. B-24.

3.24.140 - Conflict of interest.

No officer or employee of the city shall have any financial interest in the transaction of business in connection with the purchase of supplies, equipment and services for the city. No officer or employee of the city may contract with any person related to any officer or employee of the city by blood or marriage within the third degree for supplies, services or equipment, unless the purchase is made by a competitive bid process, and the person related submits the lowest responsible bid. No officer or employee shall participate in the procurement or selection process when such officer or employee has a relationship with a person or business entity seeking a contract under this chapter, which would subject such officer or employee to violation of the Government Code or this chapter.

3.24.150 National Procurement Institute Achievement of Excellence in Procurement.

It is the city's policy to align the Procurement Policy with the criteria used to obtain the Achievement of Excellence in Procurement Award issued by the National Procurement Institute and sponsored by the California Association of Public Procurement Officials and the Government Finance Officers Association."

SECTION 2. 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 3. This Ordinance will become effective on the thirty-first (31st) day following its passage and adoption.

PASSED, APPROVED AND ADOPTED this __th day of _____ 2024.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that Ordinance 1604 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 14th day of May 2024, and was duly adopted at a regular meeting of said City Council on the __th day of _____ 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California



City of Banning

Administrative Procedures

POLICY NO. B-30

PROCUREMENT POLICIES & PROCEDURES

Administrative Services Department

Purchasing Division

99 East Ramsey Street

Banning, California 92220

Amended: 10/08/2019
Amended: 02/26/2019
Effective: 06/27/2017

ADMINISTRATIVE PROCEDURES
City of Banning

ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

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ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

ARTICLE 1 – PURCHASING POLICY INTRODUCTION

SECTION 1 – PROCUREMENT SUMMATION

1-100 Preface

(1) Open and Transparent

a. The City of Banning is committed to transparency and accountability to strive to make businesses aware of all procurement opportunities available to them.

(2) Core Philosophy and Values:

a. Conduct our business to the highest standards of ethics, integrity and compliance.

b. Provide outstanding customer service through proactive listening, planning and communication pertaining to the needs of our customers and vendors.

c. Provide expert knowledge and advice of procurement policies, and processes.

1-101 Purpose

(1) The purpose of this policy is to provide the City of Banning a means of assuring continuity and uniformity in its purchasing operation, and to define the responsibilities for purchasing supplies, services, tools, equipment and installation for the City of Banning. These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgement in the use and stewardship of City resources, including keeping within the budget authorized by the City Council, and to be certain of quantity, quality, cost, delivery date, warranty and applicable insurance coverage before accepting the purchase.

(2) Support management in cooperatively developing and executing sourcing strategies with the City's departments for products and services that meet or exceed the City's requirements and to perform these services to the highest ethical and professional standards.

(3) Provide leadership through contract negotiation, and vendor management.

(4) Promote the use of small, disadvantaged and minority-owned businesses when possible.

(5) Support the City's commitment to environmental responsibility.

(6) Support the City's commitment to the local business community by supporting use of local businesses when possible.

(7) Assist departments involved in Federal and State grant agreements in maintaining compliance to applicable regulations.

(8) Assist departments in maintaining compliance to all City policies regarding contracting and purchasing.

(9) Provide a proactive purchasing environment by studying the market trends, examining procurement laws and educating the City end users of such information through purchasing policy and procedure revisions and training. City Council approval of the purchasing policy and procedures are required every 5 years at minimum.

ARTICLE 2 – PURCHASING POLICY

SECTION 2 – OBJECTIVE OF THE PURCHASING POLICY

2-100 Procurement Policy

(1) In accordance with the policies adopted by the City Council of the City of Banning ("City"), all purchases, regardless of sources of funds will be governed by the California Government Code Section 54202 as referenced below:

"Every local agency shall adopt policies and procedures, including bidding regulations, governing purchases of supplies and equipment by the local agency. Purchases of supplies and equipment by the local agency shall be in accordance with said duly adopted policies and in accordance with all provisions of law governing same. No policy, procedure, or regulation shall be adopted which is inconsistent or in conflict with statute."

(2) It shall be the procurement policy of the City to obtain all supplies, equipment and services at the lowest cost to the City that meet or exceed the City's specifications for performance, quality and availability at the time of purchase. In conforming to this policy, the capability, capacity and historical performance of the supplier will be considered and weighed in the decision process. Sourcing decisions will also be tempered by supplier diversity and the environmental impact considerations. Competitive bids or pricing will be solicited, unless a sole source provider is specified, in compliance with all applicable Federal and State regulations, California Government Code and City policies.

(3) In accordance with Chapter 3.24 of the Banning Code, City purchases and contracts will be made pursuant to these guidelines. Applicable competitive bidding categories, authorization limits, or contract award procedures will be based on unit cost, total purchase cost for consolidated bid items, or fiscal year aggregates in the case of blanket purchase orders or similar ongoing purchasing arrangements. Staging of purchases in order to avoid these competitive bidding procedures or authorization limits are prohibited.

SECTION 3 – ROLES, RESPONSIBILITIES AND SCOPES OF AUTHORITY

3-100 Responsibilities

(1) The responsibility for the purchase of all products, materials, supplies, furniture, equipment, vehicles and services is divided between the Purchasing Officer and each department. Although assigned different responsibilities, all core systems, methods, policies and procedures remain common. Shared responsibilities include overseeing the professional relationships between City of Banning and its vendors and contractors and insuring the highest ethical and professional standards.

(2) It is the obligation and the responsibility of every procurement decision-maker to represent the City in a professional and ethical manner. As a procurement decision maker, you must:

a. Follow the lawful instructions, policies and procedures of the City, City Council, City Manager, director, manager, supervisor or any person in a higher-level position of authority within your organization.

b. Obtain the maximum benefit for funds spent as an agent for the City.

c. Refrain from engaging in any procurement activity in which you have a personal or indirect financial interest.

d. Avoid engaging in personal business with any company that is a supplier to the City.

e. Avoid lending money to or borrowing money from any supplier.

3-101 Delegation of Authority

(1) The City Manager has been granted the authority and the responsibility of procurement of all materials, equipment, supplies, and services necessary for operations of the City. The City Manager has delegated specific authority and further delegate's authority to others prior to the execution of all contracts and agreements for procurement of all materials, equipment, supplies and services necessary for the day-to-day operations of the City. Therefore, a centralized purchasing system is adopted and the Purchasing Officer is vested with the authority for the purchase of all city supplies, services and equipment, (Banning Municipal Code 3.24.010).

3-102 Purchasing Officer

(1) The Purchasing Officer reports directly to the Administrative Services Director of the City, or his or her designee.

(2) Except where statutes or ordinances dictate otherwise, the City Purchasing Officer is to carry out the specific duties listed in this Policy, plus any additional duties as provided by resolution of the City Council, Codified Municipal Ordinances of the City of Banning, or the laws of the State of California and the United States of America. Subject to the supervision of the city manager, the purchasing officer shall have the authority to:

a. Negotiate contracts on behalf of the city for the purchase of supplies, equipment and services in accordance with this chapter, which contracts will be subject to award by the city council or city manager and execution by the mayor or city manager;

b. Negotiate and execute purchase orders on behalf of the city, for the purchase of supplies, equipment and services required by the city in accordance with this chapter;

c. Prepare, and implement city council approved policies and procedures governing the purchase, bidding, contracting, storing, distribution and disposal of supplies, services and equipment for the city;

d. Prescribe and maintain such forms as may be reasonably necessary to the implementation of this chapter and any other policies and procedures approved by the city manager consistent with this chapter;

e. Review the working details, drawings, plans and specifications pertaining to procurement compliance and bidding processes for any projects or purchases requiring such review in this chapter;

f. Inspect or supervise the inspection of purchased supplies, services and equipment to ensure conformity with any specifications established or required by the city;

g. Transfer among departments any supplies, services and equipment not needed by one such department, but which are necessary for the operations of one or more other departments;

h. Sell any supplies and equipment not needed for public use or that may become unsuitable for their intended use;

i. Develop and maintain any bidder's list, contractor's list or vendor's catalog file necessary to the operation of this chapter and any other policies and procedures approved by the city manager consistent with this chapter;

j. Approve and confirm emergency purchases;

k. Identity and pursue cooperative agreement with the State of California, Counties, other Cities and other governmental agencies and organizations in order to obtain cost savings for the City;

l. Be authorized in the absence of the Administrative Services Director to allow a budget over-ride for purposes of timely completion of a purchase transaction as long as such action would not put the fund over-budget when reasonably projected to the end of the fiscal year, and when the requesting department has submitted a Budget Transfer Form.

m. Ensure full and open competition on all purchases as required by this policy;

n. Review and process Purchase Requisitions;

o. Prepare and issue informal and formal bid documents for all departments, (i.e., Requests for Quotations, Invitation for Bids, Requests for Proposals and Statements of Qualifications);

p. Make purchase award recommendations to the appropriate authority;

q. Notify vendors of purchase award;

r. Assist in audits and reviews;

s. Encourage City involvement in public procurement organizations in an effort to promote the public procurement profession through education and peer networking.

3-103 Departments

(1) Departments are charged with the following responsibilities in the purchasing process:

a. To provide the Administrative Services Director, at the beginning of each fiscal year, an updated authorized signature list designating those individuals who are delegated the authority to make purchases per the policies and procedures as described herein;

b. To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices;

c. To prepare purchase requisitions in accordance with instructions so as to minimize the processing effort;

d. To provide detailed accurate specifications to ensure goods obtained are consistent with requirements and expectations;

e. To inform Purchasing of any vendor relations' problems, shipping problems, (i.e., damaged goods, delivery issues and/or order discrepancies, etc.) and any situations that could affect the purchasing function;

f. To assist Purchasing with the review of all bids received for compliance with specifications, and provide Purchasing with written documentation regarding their findings;

g. To not "split" orders for the purpose of avoiding procurement requirements;

h. To provide on all new vendors a completed vendor packet;

i. Purchasing Liaisons shall follow the Purchasing Policy set forth herein, as well as, those procedures established by the City Purchasing Officer to ensure a procurement system that is fair, transparent, effective, efficient, and compliant with legal requirements and City Policy.

3-104 Authority and Thresholds

(1) All purchasing requests, regardless of dollar amount, must first be reviewed and approved by the respective Department Head.

(2) All items, regardless of amount - quantity or dollar - shall be provided to the City Purchasing Officer to review, provide guidance, and for processing.

(3) The Authorization Table outlines who may approve contracts and legally binding agreements with external parties that obligate the City and shall apply to all purchases, including Capital Projects and Professional Services Contracts.

City of Banning Purchasing Authorization Table					
Purchase Type	**Purchase Amount**	**Procurement**	**Contract Type**	**Internal Approval**	**Vendor Requirements**
Goods, Widgets, Equipment	$0.00 - $5,000.00	1 Quote	Purchase Order	1. Department Head/Manager or Above	N/A
	$5,000.01 - $25,000.00	3 Quotes	Purchase Order	1. Department Head/Manager or Above 2. City Manager if > 10k	N/A
	$25,000.01 +	Formal Bidding	Purchase Order	1. Department Head/Manager or Above 2. City Manager 3. City Council	N/A
Services, including Professional (non-public works)	$0.00 - $5,000.00	1 Quote	Purchase Order	1. Department Head/Manager or Above	1. Insurance 2. City Business Tax 3. CA Business License
	$5,000.01 - $25,000.00	3 Quotes	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager if > 10k	
	$25,000.01 +	Formal Bidding	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager 3. City Council	
Services, Public Works only	$0.00 - $60,000.00	1 Quote	Purchase Order	1. Department Head/Manager or Above	1. Insurance 2. City Business Tax 3. CA Business License 4. CSLB 5. DIR
	$60,000.01 - $200,000.00	3 Quotes	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager	
	$200,000.01 +	Formal Bidding	Formal Agreement & Purchase Order	1. Department Head/Manager or Above 2. City Manager 3. City Council	

3-105 Notes and Exceptions

(1) In the absence of the approver for a given request, authorization will be obtained by his/her appointee or the next highest authority in accordance with the Authorization Table.

(2) At no time can purchases be "split" or otherwise billed separately to circumvent the spending authority.

(3) Purchase orders shall be issued prior to ordering supplies, tools and equipment, services and installations, and not "after the fact" for work already done or materials already ordered.

(4) With the exception of City Council authorized procurements, increases to previously authorized procurements are permitted if the increased procurements remain within the approver's limit. Freight and sales tax are a cost of doing business and shall be included in the total cost of the procurement.

(5) Written notification by the Purchasing Officer of all City Manager approved contracts will be provided quarterly to the City Council for review by the Purchasing Officer.

(6) Exceptions to standard purchasing methods and spending authorities are specifically limited to the following:

Advertisement and Notices (Per CA PCC 20169).	City Debt Service and Loans.
Conference registration, subscriptions, membership dues, educational seminars and training.	When no bids are received on formal or informal solicitations.
Emergencies endangering the health and safety of City staff, customers and residents.	Gasoline credit card purchases (should be issued a blanket Purchase Order), gasoline, diesel or aviation fuel.
Insurance premiums (worker's compensation, general liability, etc.).	Payments to Department of Water Resources and related expenses (State Water Contractors, Inc., etc.) and to other governmental units.
Utility Bills (phone, gas, electric, etc.).	Payroll disbursements, payroll checks, deductions, deposits and tax payments that are supported by a payroll report.
Permitting and other regulatory fees (construction permits, LAFCO payment, etc.)	Petty Cash Replenishment, refunds and travel expenses/advances
Postage/Delivery/Messenger Services	Professional Legal and Human Resources Confidential Consultant Services
Real Property/Easement Acquisition and Rental Property	Purchases that meet sole source procurement requirements.

Requisitions for products or services less than $5,000.	Software license maintenance
When the Purchasing Officer determines the commodity can be procured using a cooperative purchasing agreement.	Trade Circulars, Books or CD's
Staffing, temporary services	Special instructors for community centers and events.
When the purchasing officer identifies a Piggyback Agreement being prepared by and processed through another local, state, or federal governmental agency. Under such circumstances, the Purchasing Officer may join into an existing written purchase contract obtained within the last 24 months through a competitive bidding process prepared by and awarded by another local, state or federal governmental agency. City Council consent is required for such arrangements where the estimated value of the supplies is $25,000 or more.	When the City Council determines, in accordance with applicable law that a competitive market does not exist, and no competitive advantage will be gained by the bidding process.
Purchase of power for Public Utilities	

(7) Public Utilities Exception. The Water, Electric and Sewer Utilities have a need for compatibility within their respective systems for uniform operation, maintenance and replacement, and this need can be met by procuring certain supplies, equipment, and materials supplies through Informal Bidding or Negotiations. Such procurements may be exempted from formal competitive procurement requirements if the City Council so determines.

a. If it appears to the Purchasing Officer to be in the best interest of overall economy and efficiency of the City to do so, and it is within existing budget appropriation, the following supplies, equipment, and materials are determined to be peculiar to the needs of the Water Utility, the Electric Utility, and the Sewer Utility and may be acquired by and under the provisions of Informal Bidding or Negotiations (Art. 4, Sec. 5, Sub. 5-103 (5) and 5-109 (2)), regardless of their estimated procurement expenditure amounts, provided that the City Council shall have approved the proposed acquisition if required

under the provisions of the Municipal Code, either by approval of the procurement contract, approval of annual purchase orders, or approval within thirty (30) days of any emergency acquisition(s) made in excess of $25,000.00:

Automatic Reclosers with associated controllers and communications equipment	Power Generation Materials, Equipment, Parts and Repair
Batteries and Chargers	Pipe and Pipe Fittings
Blower Equipment, Parts and Repair	Pole Line Hardware
Bus and Bus Support	Poles, Utility
Capacitors	Mobile Substation
Chemicals	Prefabricated Electrical Enclosures
Circuit Breakers	Pumps and Repairs
Circuit Switcher	Regulators
Conduit and Duct	Relaying and Protective Devices
Connectors	Road and Backfill Materials
Dewatering Equipment, Parts and Repairs	SCADA Equipment
Electric Motor Controls	Substation and Distribution Automation Equipment
Electrical Motors, Panels, Panel Equipment, Materials and Repairs	Substation Online Monitoring Equipment and Devices
Electrical Line Devices	Substation Supervisory Equipment
Fiber Optics Equipment and Materials	Surge Arrestors
Transformers and Accessories Treatment Equipment	Switches, Switchgear, and Accessories Testing Equipment
Fittings, Electrical, Water, and Sewer	Fire Hydrants
Insulators and Bushings	Tubing, Copper and Plastic
Luminaries	Valves and Operators
Meter and Metering Devices	Vaults and Accessories
Wire and Cable	Uninterruptable Power Supplies
Well Equipment (including incidental labor to install, which labor shall not exceed the amount set by state law for which bids are required for public works projects of a general law city)	Such other supplies and materials peculiar to the needs of the Public Utilities Department, which are carried as inventory items

3-106 Violations of Purchasing Policy and Municipal Codes

(1) Employees with purchasing authority will be held accountable for the actions they take while operating in their granted fiduciary purchasing authority, in accordance with, Government Code §36900, *et seq*..

(2) Any individual committing City funds without proper authorization does so at his or her own financial risk and consequence. City may consider the purchase void and decline to pay the invoice. In such a case, the individual has acted at his or her personal financial risk and the supplier may look for payment from the individual who placed the order. The individual may risk being suspended or immediately terminated.

(3) Employees shall avoid the intent and appearance of unethical or compromising practice in purchasing relationships, actions, and communications; employees shall do what is in the best interest of the City.

(4) If a purchasing violation has occurred, employee will receive Notice of Investigation and will be required to cooperate.

(5) Risk/Legal or independent consultant will conduct an investigation to determine cause(s), effect(s), act(s), occurrence(s), and to provide recommendations on remedies. Dependent upon the discovered violation(s), event(s) and occurrence(s), Risk/Legal will forward the report to the City Manager, City Purchasing Officer, City Attorney and the City Council with the investigation findings, suggestions, and recommendation pertaining to future prevention.

(6) Dependent upon the investigative findings:

   a. Employee's purchasing authority may be suspended or revoked;

   b. Employee may be fined for violations and infractions;

   c. Employee's employment with the City may be suspended and/or terminated; and

   d. Employee may be fined, prosecuted, and found guilty before a criminal court.

ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

ARTICLE 3 – ETHICS AND PURCHASING

SECTION 4 – PURCHASING CODE OF ETHICS

4-100 Ethical Requirements of Department Heads and Purchasing Liaisons

(1) Any person employed by the City of Banning who purchases goods and services, or is involved in the purchasing process for the City, shall be bound by this Purchasing Code of Ethics and shall:

a. Work closely with the Purchasing Officer on all purchases, regardless of amount – quantity or dollars;

b. Avoid the intent and appearance of unethical or compromising practice in relationships, actions, and communications;

c. Demonstrate loyalty to the City by diligently following all lawful instructions while using professional judgment, reasonable care, and exercising only the authority granted;

d. Conduct all purchasing activities in accordance with federal and state laws and the City's Purchasing Policy;

e. Refrain from any private or professional activity that would create a conflict between personal interests and the interests of the City;

f. Identify and strive to eliminate participation of any individual in operational situations where a conflict of interest may be involved;

g. Never solicit or accept money, loans, credits, or prejudicial discounts, and avoid the acceptance of gifts (of any amount), entertainment, favors, gratuities or services from present or potential suppliers which might influence or appear to influence purchasing decisions;

h. Promote positive supplier relationships through impartiality in all phases of the purchasing process;

i. Display the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and inspire the confidence of the public being served;

j. Strive to obtain the maximum value and of best quality for each dollar of expenditure;

k. Provide an environment where all business concerns, large or small, disabled, majority- or minority-owned, are afforded an equal opportunity to compete for City business;

l. Enhance the proficiency and stature of the purchasing profession by adhering to the highest standards of ethical behavior; and

m. Consistently stay updated on the City's Purchasing Policy.

4-101 Policy

(1) Public employment is a public trust. Public employees must discharge their duties impartially to assume fair, competitive access to government procurement by responsible contractors. Moreover, they shall conduct themselves in such a manner as to foster public confidence in the integrity of the City procurement process.

(2) The Purchasing Code of Ethics is maintained and enforced by the City Purchasing Officer.

4-102 "Arm's Length" Principle

(1) All procurements must be "Arm's Length" transactions; meaning that the City and vendor to the transaction have no conflict of interest in the transaction. Arm's length transactions are made by two parties freely and independently of each other, and without some special relationship, such as being a relative, having another deal on the side or one party having complete control of the other. An "Arm's Length" can create an equitable agreement that will stand up to legal and public scrutiny.

4-103 General Standards of Ethical Conduct

(1) Any attempt at personal gain through public employment by conduct inconsistent with the proper discharge of the employee's duties is a breach of public trust.

(2) Violation of the City's receipt of donation and gifts policy may constitute a misdemeanor, and any employee found in violation shall be subject to discipline, including, in appropriate cases, termination of employment and criminal prosecution.

(3) To the extent that violations of the ethical standards of conduct constitute violations of the State of California Government Code, employees shall be punishable as provided therein and to the fullest extent by law. Such sanctions shall be in addition to any other remedies, which the City may pursue in its interest.

4-104 Conflicts of Interest

(1) To avoid any real or perceived conflict of interest, all proposals or contracts for professional services should, to the extent possible, identify any relative of the contractor of his/her employees who are presently employed by the City.

a. In an effort to avoid any real or perceived conflict of interest, all proposal and contractual language for professional services shall include a clause requiring prospective and/or current vendors to notify the City of any such relationship between the vendor and the City.

b. Upon notification, the manager or responsible party of Purchasing shall notify the Administrative Services Director, Deputy City Manager, or City Manager of the City for further review and action, as deemed appropriate.

c. Notification of the relationship between the vendor and any City employee shall be placed in the Purchasing contract file for future reference, as deemed necessary.

(2) The Political Reform Act, Government Code Section §87100-87105; addresses conflicts of interest as follows:

a. "No public official at any level of state or local government shall make, participate in making, or in any way attempt to use his or her official position to influence a governmental decision in which he or she knows or has reason to know he has a financial interest."

b. Upon discovery of an actual or potential conflict of interest, a City employee shall promptly file a Written Statement of Disqualification with the City Purchasing Officer and shall withdraw from further participation in the transaction involved. The City employee may, at the same time, request through his or her Department Head an advisory opinion from the City Attorney and/or the delegated legal affairs officer, if applicable, as to what further participation, if any, the City employee may have in the transaction.

c. No agent or representative, serving as a purchasing evaluator or otherwise, shall make, participate in making, or in any way attempt to use his or her delegated volunteer position to influence a governmental decision in which he or she knows or has reason to know he or she has a financial interest and/or will have a material financial effect on the delegated volunteer or a member of his or her immediate family, or on:

i. Any business entity in which the volunteer agent or representative has a direct or indirect investment worth two thousand dollars ($2,000.00 USD) or greater.

ii. Any real property in which the volunteer agent or representative has a direct or indirect interest worth two thousand dollars ($2,000.00 USD) or greater.

iii. Any source of income, gifts, gratuities, and loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500.00 USD) or more in the value provided to, received by or promised to the volunteer agent or representative within twelve months prior to or after the time when the decision is made.

iv. Any business entity in which the volunteer agent or representative is a director, officer, partner, trustee, employee, or holds any position in management.

v. Any donor of, or any intermediary or agent for a donor of, gift(s) or gratuities aggregating two hundred fifty dollars ($250.00 USD) or greater in value provided

to, received by, or promised to the volunteer agent or representative within twelve months prior to or after the time when the decision is made.

vi. For the purposes of this sub-section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a ten percent interest or greater."

d. Agents, representatives, and/or volunteers of the City of Banning shall not be financially interested in, and be purchasers at any sale of, any City of Banning contractual relationship.

4-105 Contracts with City Employees or Family of City Employees

(1) No contracts shall be entered into between the City, including all departments thereof, and any employee or officer of the City who is paid for working for the City. No employee or officer shall directly or indirectly solicit any contract between him or herself and the City.

(2) In the event that a City employee enters into a contractual agreement, in violation of this policy, the person or persons having obtained knowledge that a contractual relationship exists between the City and a City employee shall make immediate notification to the manager or responsible party of Purchasing.

(3) The manager or responsible party of Purchasing shall make immediate notification to the Administrative Services Director, Deputy City Manager, or City Manager as well as the Director of Human Resources for action as deemed appropriate.

(4) No contracts shall be entered into between the City, including all departments thereof, and any family member of an employee or officer of the City without disclosure of the relationship to the City Manager, Deputy City Manager, and Administrative Services Director AND written approval by the City Manager.

4-106 Professional Service Contracts with Former City Employees

(1) To avoid the potential for conflict of interest, or any appearance thereof, the City requires that all requests for entering into professional service contracts with former employees separated for less than one year be approved by the City Council.

(2) Under emergency circumstances, the Budget and Finance Committee is authorized to give preliminary approval to such contractual arrangements and report such preliminary approval to the City Council for final approval or denial at their next scheduled meeting.

(3) All Purchasing Division policies and procedures, or portions thereof, related to the administration of professional services contracts, and not conflicting with this resolution, shall remain in effect.

(4) All contracts shall contain language that states that the contract is contingent upon final approval by the City Council.

4-107 Use of Confidential Information

(1) Confidential Information is information which concerns or relates to the trade secrets, processes, operations, style of works, or apparatus, or to the production, sales, shipments, purchases, transfers, identification of patrons and residents, inventories, or amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or other organization, or other information of commercial value, the disclosure of which is likely to have the effect of either impairing the City's ability to obtain such information as is necessary to perform its functions, or causing substantial harm to a person, firm, partnership, corporation, or other organization from which the information was obtained, unless the City is required by law to disclose such information. Employees are prohibited from disclosing any confidential information.

(2) Any and all information that is deemed "confidential" shall be provided to the City Purchasing Officer who shall then review, seek Legal guidance, and possibly disclose the information that may or may not be confidential.

4-108 Equal Opportunity

(1) City employees shall ensure that all vendors receive an equal opportunity to do business with the City. This opportunity is to be provided without regard to race, religion, sex, age, national origin, or physical disability.

(2) The City of Banning is committed to the principle of diversity and equal opportunity in all of its endeavors and applies this principle in its procurement activity with the objective of encouraging participation by qualified vendors categorized as small, disadvantaged, veteran, minority or women-owned enterprises. The City believes that strengthening and expanding its supplier base in these business classifications not only contributes to lowering our operational costs, but also improves the overall health of the business community within which we exist. It is a practice of the City to actively identify and solicit qualified small, disadvantaged, veteran, minority or women-owned businesses and to provide and promote equal opportunities for such vendors within the City in order to promote vendor diversity**.**

4-109 Conflicts of Interest – Contractors/Vendors

(1) Purchasing liaisons shall complete the Conflicts Check of potential vendors.

a. May be detrimental to the City's interest and, therefore, would cause the City not to enter into a contract; or

b. May arise during the performance of the required services and, therefore, would provide reason for termination with cause.

(2) The City Purchasing Officer, and any legal guidance sought by the City Purchasing Officer, will be the decision maker in determining if such a conflict would preclude the City from entering into a contract or possibly be reason for termination with cause. Disputed Purchasing Officer decisions will be re-evaluated and resolved by the City Manager.

ARTICLE 4 – PURCHASING METHODS AND PROCEDURES

SECTION 5 – COMPETITIVE BID PROCESS

5-100 Competitive Sourcing

(1) It is the policy of City of Banning to obtain competitive pricing, proposals or quotations on all products and services over $5,000 used by the City. All proposals and quotations received will be evaluated based on quality, service, compliance to specifications and price. All awards will be made in the best interest of the City. Any or all proposals may be rejected at the discretion of City of Banning's City Council.

(2) The competitive sourcing process is required where the product or service can be obtained from more than one source. Unless approved for sole source procurement or otherwise covered under existing contracts, all requisitioned products or services totaling over $5,000 individually, or as a system including multiple components, will be competitively sourced.

(3) While participation in the competitive sourcing process by as many qualified vendors as possible, at least three proposals are required for purchases over $5,000.

(4) The requirements of this Section 5 shall not apply to contracts subject to Section 5-16-115.

5-101 Types of Solicitations

(1) When seeking information from vendors, it is important for Purchasing to realize the specific type of goods and/or services required and to use the appropriate type of solicitation document. There are important differences among various documents used to solicit responses from vendors:

a. *Request for Information (RFI)* – An RFI is used when you're not certain what you want or you don't know what is available in the marketplace. The information received as a result of the RFI may assist in determining whether a formal request for bid or proposal is necessary.
b. *Invitation for Bid (IFB)* - An IFB is used when you know precisely what you need and have precise requirements and specifications, (see 5-102 below). Formal bid process over $25,000 (except when subject to section 5-16-115).
c. *Request for Proposal (RFP)* - An RFP is a hybrid of these documents. An RFP is used when you have a general idea with some specifications and/or it's a large, complex project with potential for multiple solutions, (see 5-102 below). Informal or formal bid process.
d. *Request for Quotation (RFQ)* – An RFQ is a standard business process used to invite suppliers into a bidding process to bid on specific products or services. Informal bid process, $5,001 - $25,000 (except when subject to section 5-16-115).

e. *Request for Statement of Qualifications (SOQ)* – An SOQ is often distributed before initiation of the RFP process. It is used to gather vendor information from multiple companies to generate a pool of prospects. This eases the RFP review process by preemptively short-listing candidates, which meet the desired qualifications.

5-102 Differences Between an IFB and an RFP

Invitation for Bid (IFB)	Request for Proposal (RFP)
Used to acquire goods or services that can be touched, counted or measured	Used to acquire services or goods where the expertise and knowledge from the vendor are more critical and not as simple to measure or quantify
Strong emphasis on specifications and requirements	Strong emphasis on qualifications, skills, expertise and experience
Very little subjectivity in evaluation	Greater subjectivity in evaluation
Designed to select the lowest priced bid that meets the minimum requirements and is both responsive and responsible	Designed to select the best value or approach for the agency as evaluated by the review committee
No negotiations are allowed	Negotiations are allowed
Evaluate against written specifications	Evaluated against criteria in the RFP and against other proposals

5-103 Overview of the Bid Process

(1) A "kick-off meeting" should be held with the Purchasing Officer to establish a time line and approval process. It will be determined at that time what the process shall be, who will approve, and if Risk will need to determine if insurance requirements are applicable.

(2) The purchasing process begins with the submission of the "Purchase Requisition," and "Scope of Work," (SOW), which is a description of services, specifications, description of goods, proposal evaluation criteria, and a recommended sources list.

(3) The SOW is submitted to the Purchasing Officer, which is used in the development of a complete IFB or RFP including contract clauses, special clauses, instructions to prospective vendors, and any requisite technical exhibits or attachments.

(4) The bid document states a specific date and time deadline for proposal receipt and often has mandatory pre-proposal meetings for vendors to attend. This meeting offers the opportunity to ask questions and gives the City a chance to determine whether any changes need to be issued (addenda) to the request. This is also an excellent time to conduct any requisite site visits to familiarize vendors with the project site(s), if applicable.

(5) Informal bids may be posted at City Hall, posted on the City's Web site, E-mailed, mailed or solicited over the phone to prospective bidders. Formal bids shall be posted at City Hall and shall be published at least once in a newspaper of general circulation as required by State law, and, if applicable, in appropriate trade publications and on the City's Web site. The date of publication shall be at least 10 days before the due date. All formal bids shall be sealed and shall be publicly opened and read at the date, time, and place indicated in the published notice. Alternatively, electronic transmissions including, but not limited to, the issuance of solicitation documents and the receipt of responses thereto are permitted as specified, PCC [1600 – 1601].

(6) Prior to proposal deadlines, an evaluation team will be chosen.

(7) After proposals are received, the committee will be provided the evaluation criteria, conflict of interest documents and tentative interview schedule. The proposals are then evaluated against evaluation criteria, which were stipulated in the bid documents.

(8) Purchasing and the requesting Department then agree on the awarded vendor.

(9) Once approved, a purchase order and/or contract are processed.

(10) After award, the Department monitors the contractor's performance, approves invoices, and notifies Purchasing if any problems are encountered with vendor's performance.

5-104 Developing a Scope of Work

(1) The SOW is the core of any request. A well-written SOW can do more for the success of a contract than any other part of the contracting process. A good SOW is clear, complete, and logical enough to be understood by the vendor and Department. Because it describes the details of performance, it is the yardstick against which the vendor's performance is measured. Enhancing a vendor's ability to read and understand the needs articulated in the IFB/RFP is critical to success. The request must be concise and clear. The structure of the document is used to keep your thoughts on track and to organize a vendor's response. Emphasize points that you feel are especially important. Organize the bid document in numbered sections, and require the vendors to use this same numbering/sectioning format in their responses. This ensures clarity and consistency in the request and in the vendors' responses, and will make the evaluation and selection process easier.

a. Suggested Content – Introduction, general information, length contractor is needed, task description, constraints on the contractor, contractor personnel requirements and

responsibilities (performance), City responsibilities (payment(s)), special conditions, evaluation criteria, and material specifications.

5-105 Evaluation of Proposals

(1) A prerequisite for award is that the vendor must be responsible and must submit a responsive offer.

(2) To be “responsible” means the vendor has the requisite business integrity, as well as financial and organizational capacities, to ensure a good faith performance.

(3) To be “responsive” is to make an offer must conform in all material respects to the RFP. Beyond these two basic criteria, the only method we have of selecting the offer most advantageous to the City is through the proposal evaluation criteria, which is published in the RFP.

(4) Because of the nature of most goods and/or services purchased and the sealed competitive bid procedure, the City must make objective comparative analyses of different vendor's proposals in justifying our recommendation for award. The recommendation for award must be defensible. This makes the drafting of reasonable and definitive evaluation criteria very important to the IFB/RFP and source selection process.

(5) Some evaluation criteria to consider for inclusion in the RFP are as follows:

a. Performance record of the contractor;

b. Safety record;

c. Relevant experience in providing comparable services on projects of similar size and scope;

d. Overall quality of proposal; and

e. Pricing.

(6) The IFB/RFP must contain a cost proposal format that allows the vendors to explicitly identify their charges for the deliverables identified in the project. Deliverables must be well defined so that all vendors can respond to the same deliverables thus allowing the City to make comparative analyses of the vendors’ costs.

5-106 Pre-Proposal Conference

(1) While a pre-proposal conference is not always required, it is highly recommended. If one is conducted, vendors are required to attend, or attendance may be by "invitation and urge to attend", so that the City can be sure that all vendors receive the same information and we receive constructive feedback about the RFP.

a. Although a representative from the Purchasing Office leads the conference and answers any contractual questions, the department must be represented to answer any questions about the technical aspects and performance anticipated in the scope of work detailed in the RFP.

b. During the conference, City employees must not discuss the merits of a vendor's question, and it must be clear that nothing discussed that materially affects the RFP can be relied upon unless it is documented in a written addendum to the RFP. The City will not be bound by oral discussion surrounding a bid document.

c. If a site visit is needed to familiarize vendors with the project, it is typically conducted following the pre-proposal conference job walk.

5-107 Proposal Opening

(1) Proposal openings are open to the public and are scheduled two to four weeks after the pre-proposal conference. This may vary depending on the complexity of project that is being bid.

(2) Late proposals are marked with the time and date received; however, they are not opened or read and will not be considered.

5-108 Proposal Evaluations

(1) After the Purchasing Officer has reviewed each vendor's proposal to determine that they are complete, the proposals are then forwarded to the Department and/or committee members for evaluation.

(2) During the period of evaluation and prior to Award, possession of proposals and accompanying information is limited to personnel responsible for participating in the evaluation.

(3) Any communications with vendors must be approved in advance through the Purchasing Officer handling the bid process.

(4) Recommendation for Award must be in written form and must address how each vendor has met or failed to meet the evaluation criteria stated in the RFP. All areas of non-conformity with any terms, conditions, or listed specifications must be clearly stated in the evaluation.

(5) The proposal evaluation scores shall be a part of the final record.

5-109 Negotiation

(1) When all proposals are determined to be non-responsive, all must be rejected and a new RFP shall be issued.

(2) Negotiation is permitted during an informal quote process and when only one bid resulting from an IFB is received during the competitive bid process. The negotiation process is also permitted during the RFP process. When written evaluations support it, the Purchasing Officer may

authorize negotiation with each vendor whose proposal can reasonably be expected to be amended to meet the needs of the City.

5-110 Contract Coordination

(1) Contracts will be received or created, reviewed, redlined and placed into a final draft for execution to ensure that the terms and conditions between the City and awarded vendor are accurately and lawfully set forth.

5-111 Monitoring Performance

(1) After award, the project coordinator, who is usually named in the contract document, monitors the vendor's performance, approves invoices, and notifies the Purchasing Office if any problems are encountered.

(2) Depending on the type of service, the manner in which performance is monitored may involve any number of procedures including regular and unscheduled inspections, complaints brought to management's attention, and reports or surveys of consumers of the services.

5-112 Dealing with Poor Performance of Vendor/Contractor

(1) The key to rectifying poor performance is keeping good documentation. Each contract contains provisions for dealing with poor performance. While the project coordinator may initially deal with minor issues verbally, a written record is required when the contractor's performance deteriorates to the point where is becomes necessary to cancel the entire contract or parts of it.

(2) Contact the Purchasing Office for guidance and solutions when you have repeated and uncured issues with the contractor, for whatever reasons.

5-113 Terminating Without Penalty

(1) Under a standard termination clause in most contracts, the City has the option of terminating the contract without penalty for any reason with an advance written notice to the contractor.

(2) Contact the Purchasing Office for guidance and solutions when you have repeated and uncured issues with the contractor, for whatever reasons.

SECTION 6 – PROTESTS AND APPEALS PROCESS

6-100 Policy

(1) Any actual or prospective bidder, proposer or contractor who alleges an error or impropriety in the solicitation or award or a contract may submit a grievance to the appropriate departmental designee and the assigned Purchasing Officer.

6-101 Procedures

(1) All grievances shall be typed under the complainant's letterhead and submitted in accordance with the provisions stated herein. All grievances shall include at a minimum the following information:
   a. The name, address and telephone number of the complainant;
   b. The signature of the complainant or the complainant's representative;
   c. The solicitation or contract number;
   d. A detailed statement of the legal and/or factual grounds for the grievance;
   e. The form of relief requested.

6-102 Protest of Bid/Proposal Specifications

(1) All protests related to bid or proposal specifications must be submitted to the Purchasing Officer no later than five (5) business days prior to the close of the bid or proposal. Grievances received after five (5) business day deadline will not be considered by the City.
(2) In the event the grievance of specifications is denied and the complainant wishes to continue in the solicitation process, the complainant must submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures in the bid/proposal.

6-103 Protest and Appeal of Award of Contract – Invitation for Bid (IFB)

(1) Protests related to the award of a contract based on the Invitation for Bid (IFB) or Statement of Qualification (SOQ) process must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the Purchasing Officer or the departmental Designee.
(2) Protests relating to a proposed contract award which are received after five (5) business day deadline will not be considered by the City.

6-104 Protest and Appeal of Award of Contract – Request for Proposals (RFP)

(1) Immediately upon completion of negotiations with the top-ranked vendor(s), but prior to the filing of a City Council Agenda Report for award of contract, the Purchasing Officer shall send a Notice of Intent to Award of Contract to all participating vendors.
(2) Vendors will have five (5) business days from the date of the notice in which to file a protest or grievance concerning the award of the Contract.
(3) Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the City.
(4) During the five (5) business day period or proper resolution of a protest or appeal, the department may move forward with the contract award or if necessary, filing the item for approval by the City Council.
(5) Upon expiration of the five (5) business day period or proper resolution of a protest and appeal, the department may move forward with the contract award or if necessary, filing the item for approval by the City Council.

6-105 Protest Process

(1) In the event of a timely protest, the City shall not proceed with the solicitation of award of the contract until the assigned City Purchasing Officer, and in some instances, the City Manager renders a decision on the protest and appeal.
(2) Upon receipt of a timely protest, the Purchasing Officer will within ten (10) business days of the receipt of the protest and appeal, issue a decision in writing which shall state the reasons for the actions taken.
(3) The City may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the City. The award of a contract shall in no way compromise the complainant's right to the protest and appeals procedures outlined herein.
(4) If the complainant disagrees with the decision of the City Purchasing Officer, the complainant may submit a written notice to Administrative Services Director/Deputy City Manager requesting an appeal to the City Manager and City Council.

6-106 Appeal Process

(1) If the complainant wishes to appeal the decision of the Purchasing Officer, the complainant must submit, within three (3) business days from receipt of the decision, a written appeal to the Finance Department, Office of the Administrative Services Director/Deputy City Manager.
(2) Within fifteen (15) business days, the Administrative Services Director/Deputy City Manager will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the City Manager.
(3) The decision of the Deputy City Manager on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

SECTION 7 – HOW TO PURCHASE

7-100 Policy

(1) In compliance with City of Banning Municipal Code and Administrative Regulations, each of the following provisions shall apply:

    a. All purchases, rentals, and contracts shall be made only upon receipt of proper written/authorized requisitions, the required forms of which shall be supplied Citywide by the Purchasing Officer and placed on the Purchasing Portal on the City's Intranet.

    b. No purchase order shall be issued unless approved budget appropriation is shown according to the budget procedure established by the Administrative Services Director/Purchasing Officer, City Manager, and City Council.

c. All purchases must be accomplished through the Purchasing Department, regardless of amount – quantity or dollars.

7-101 Procedure

(1) Purchase Requisitions - An approved and signed purchase requisition shall be forwarded to the Purchasing Officer for processing in accordance with this Purchasing Policy and its procedures.

a. Purchase Requisitions are required for all purchases and used by the departments to request services, order supplies and/or equipment. Vendor information, budget general ledger account number and approval are required to create and issue Purchase Requisitions to vendors/contractors.

b. Upon receipt of a properly prepared requisition by Purchasing Officer, a requisition meeting all City requirements will normally be processed and completed within 10 business days for routine and 15 business days for complex acquisitions, (excluding purchases requiring formal bid procedures). It is the responsibility of the requisitioning department to adequately plan in advance for their procurement needs and/or requirements.

(2) The cancellation of a departmental requisition shall require department's notification to Purchasing Officer.

a. Cancellation by the Department: Cancellation of a requisition by the department should be based on a written cancellation notice. Verbal cancellation may be accepted by Purchasing in order to suspend the purchasing process but should be followed up by written cancellation notice from the department.

b. Cancellation by Purchasing: Cancellation of a requisition initiated by Purchasing requires the written notification and concurrence of the department.

c. Cancellation by Purchasing as a "last resort": A last resort example would be the failure of department to respond to an inquiry for additional information in a timely manner (failure to obtain a response after multiple attempts). Last resort cancellations do not require the department's concurrence.

7-102 Process

(1) Purchasing Officer/Project Manager are to discuss proposed purchase with Department Head.

(2) Purchasing must receive requisitions that have sufficient funding in a referenced account.

(3) Finance will confirm funding and/or will work with the Department on budgetary transfers, if necessary.

(4) Any delays in processing submitted purchase requisitions due to lack of funding are the Department's responsibility.

SECTION 8 - SOLICITATION PROCESS

8-100 Definitions

(1) Invitations for Bids (IFB) are competitive bidding documents used for acquiring supplies, services, or equipment for which clear specifications can be written and contract award is made generally to the lowest responsive, responsible bidder.

8-101 Prequalification of Bidders

(1) The City reserves the right to prequalify bidders when deemed to be in its best interest. Prequalification may be done as the first step in a two-step bidding process. Bidders will be prequalified by responding to a Request for Qualification (RFQ), which will include a request for information related to the bidder's ability to fulfill the contract conditions. Qualification criteria may include financial capacity and stability, company history, capacity to perform, relevant experience, and other criteria relevant to the acquisition being bid.

(2) Prequalification requirements will be reasonable and will be the minimum requirements necessary to carry out the contract.

8-102 Requests for Information

(1) When required by the City and determined to be in its best interest, a general request for information sent to vendors may precede the IFB process. The request for information will be a way of determining appropriate bidders.

8-103 Invitation for Bid (IFB) Document

(1) The IFB shall include a purchase description and all contractual terms and conditions applicable to the procurement. All invitations for bid will include the following:

a. Adequate Public Notice – Adequate public notice will be given to provide potential bidders sufficient time to prepare and submit bids by the due date specified in the invitation for bid.

i. General Specifications – Clear, concise specifications must be included in all bid documents. The specification is a description of the physical or functional characteristics of the commodity, equipment, or services desired. Specifications shall be written to encourage maximum and fair competition. A Statement of Desired Purpose will be included in all specifications and only those characteristics essential to the final performance of the product or service will be included. Unless only one brand of commodity or equipment is acceptable due to compatibility or other restrictive requirements, any brand name used in

the specifications will be used only for the purpose of establishing descriptive information and will not be used to restrict competitive bidding.

ii. Proprietary Specification (no substitute) – Proprietary specifications shall be used only when the end user has presented justification that only the named product will function in the end use required. Proprietary items will be competitively bid whenever there is more than one supplier from whom the product is available.

b. Terms and Conditions – All IFB's will include terms and conditions, which will become part of the contract. The City Purchasing Officer shall maintain, by type of contract, applicable and appropriate terms and conditions to be included in contracts and shall make these departments for inclusion in the contracts they request.

c. Bid and Performance Surety – When determined to be in the best interest of the City, the City Purchasing Officer may include in the terms and conditions a requirement for a bid and/or payment and performance surety. A bid surety of ten percent (10%) of the total bid will guarantee that a bidder enters into the contract per its bid. A payment and performance surety of a sum being not less than one-hundred percent (100%) of the total contracted amount will guarantee that the bidder will carry out the contract per the specifications and terms and conditions set out by the City. Bidders shall be permitted to provide such surety in the form of a bond, certified or cashier's check, letter of credit, or certificate of deposit redeemable by the City. Upon award to the successful bidder, all such sureties will be returned to unsuccessful bidders.

d. Indemnification – Where the City may experience financial or physical risk in the performance of a contract by a vendor, the contract terms and conditions will require that the vendor hold the City harmless from such risk.

e. Insurance – The City may also require that the successful bidder submit an insurance certificate prior to contract award. Such certificate will be in an amount adequate to protect the City and will name the City as an additional insured.

f. Criteria for Award – The IFB will include criteria for award. Award will be based on the lowest responsive and responsible bidder.

g. Responsiveness – A bidder's responsiveness will be judged according to requirement set forth in the invitation to bid. No criteria may be used in the determination of a bidder's responsiveness that is not set forth in the IFB. In order to determine the lowest responsive bidder, criteria, which affect bid price and may be objectively measured, such as discounts, transportation costs, and life cycle cost, may be considered. Award may not be made to a bidder submitting a higher quality item than the minimum

required unless the bidder's price is also determined to be the lowest in accordance with the criteria established in the Invitation for Bid (IFB).

h. Responsibility – A bidder's responsibility will be judged according to the bidder's ability to successfully carry out the proposed contract. Criteria to be used may include financial capacity, experience, facilities, equipment, and integrity. The City may also consider any of its own past dealings with bidder. The unreasonable failure of a bidder to promptly supply information or documents required for bid review may be grounds for "determination of non-responsibility" made by the City Purchasing Officer.

8-104 Vendor Advisory

(1) All Invitations for Bid (IFB) will include as part of their language the following vendor advisory, "The City of Banning does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business."

8-105 Pre-Bid Conference

(1) When it is in the City's best interest, a pre-bid conference may be held. The purpose of the conference will be to further discuss or illustrate the City's needs and/or to answer any questions which may exist on the part of the bidders. The conference shall be hosted by the City Purchasing Officer. Any changes, deletions, additions or clarification to the bid solicitation shall be issued as an addendum and sent to all prospective proposers. Pre-bid conferences shall not be mandatory for potential bidders unless it is clearly in the City's best interest.

8-106 Acceptance of Bids

(1) Except as noted below, bids must be received no later than the time specified in the IFB. Bids shall be unconditionally accepted without alteration or correction. Late bids shall not be considered and shall be returned to the bidder unopened unless authorized for acceptance and approval by the City Purchasing Officer with written justification. All bids must be received by someone other than the person who conducted the bid solicitation and must be time and date stamped upon receipt. All bids must be kept in a secure, locked location for access by personnel so authorized by the Department Head. Bids become public information immediately after the closing date and time.

8-107 Waivable Informalities

(1) When considered in the best interest of the City, and when bidder is deemed responsible as defined in the Public Contract Code §1103, certain proposal requirements may be waived by the City Purchasing Officer. Such waivers will be only for minor requirements, which will not provide a material advance for one proposer over another. Examples of waivable informalities are:
   a. Failure of a proposer to submit information due to oversight;
   b. Failure of a proposer to sign or date a bid document; and

c. Failure of a proposer to submit the requested number of proposal copies; and

(2) Waivable informalities will be considered on a case-by-case basis and will occur only when in the City's best interest.

(3) [A] bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.[1]

(4) The rule of strict compliance with bidding requirements does not preclude the contracting entity from waiving inconsequential deviations.[2] These kinds of errors can be ignored by a public agency, provided they give the bidder no advantage in price or otherwise over other bidders.

8-108 Correction, Clarification, or Withdrawal of Bids

(1) Correction, clarification, or withdrawal of erroneous bids before or after awards shall be permitted by the City Purchasing Officer under the following circumstances:

a. Where there is a mistake evident from examining the bid document, such as an extension of unit pricing or error in addition, the bidder should be permitted to correct the error and the bid remain valid.

b. Where a bidder alleges a material mistake of fact and there is reasonable proof a mistake was made and the intended bid cannot be ascertained with reasonable certainty, the bidder shall be permitted to withdraw the submitted bid without penalty.

c. Where a bidder fails to supply information requested in the IFB due to oversight, the bidder should be permitted the opportunity to furnish the information. This shall be permitted so long as the information does not affect the bidders' submitted price, specifications or substantive obligations and does not affect the position of his bid relative to other properly submitted.

(2) Where a bidder committed errors in judgment, the City will not permit withdrawal of the submitted bid without penalty, unless it is determined to be in the best interest of the City.

(3) Nothing in this section is intended to prohibit the City from accepting a voluntary reduction in price or more favorable terms from a successful bidder after award, provided that such is not conditioned on a modification or deletion of any conditions required in the IFB, which would result in a contract less favorable to the City.

[1] [Citations.] (47 Ops.Cal.Atty.Gen. 129, 130 (1966), italics added, quoted with approval in Ghilotti, supra, 45 Cal. App.4th at pp. 904-905, Valley Crest, supra, at pp.1440-144, Konica, supra, 206 Cal.App.3d 449, 454, and National Identification Systems, Inc. V. State Bd. of Control (1992) 11 Cal.App.4th 1446, 1453 [15 Cal.Rptr.2d 257].)

[2] (Ghilotti, supra, at p. 908, italics added.) MCM Const., Inc. v. City & County of San Francisco (1998) 66 Cal.App.4th 359, 373-374.

8-109 Tied Bids and Local Preference

(1) When all other factors are determined to be equal, preference shall be given to firms having a bona-fide place of business within the City of Banning (except when subject to section 5-16-115). Local Vendor Purchasing Preference is the practice of procurement from certain suppliers/contractors because they are also local taxpayers. Local preference is desirable because it stimulates the local economy. All orders/contracts are awarded based on quality, previous performance, ability to meet the contract requirements, availability of service and parts, delivery schedule, and payment terms/discounts and all of the factors particular to the award. When all these factors are equal except price, a preference will be given to local vendors equal to 5% of the quoted price. The City Purchasing Officer has the right to award tie bids by performing a re-solicitation of the tied providers.

8-110 Cancellation of Invitations for Bid and Reservation to Reject All Bids

(1) An IFB may be canceled and any or all bids may be rejected in whole or in part as specified in the solicitation if it is for good cause and in the best interest of the City. The reasons for such cancellation or rejection shall be made part of the contract file. Reasons for cancellation or rejection shall be provided upon request to bidders.

8-111 Public Bid Openings

(1) A public bid opening will be held at a time and place announced in the bid solicitation for purchases exceeding $25,000, subject to the guidelines for each contract type as detailed in this Policy.

a. The amount of each bid, together with the name of each bidder, shall be recorded and made available for public inspection.

b. In cases where bids are submitted and tabulated electronically, bid openings will be considered public as long as individual bids are electronically accessible after the bids close.

8-112 Protest, Grievances, Appeals – Invitation for Bid (IFB)

(1) Protest of Bid/Proposal Specifications – All protests and grievances related to bid or proposal specifications must be submitted to the City Purchasing Officer no later than five (5) business days prior to the close of the bid or proposal. Protests received after the five (5) business day deadline will not be considered by the City.

(2) In the event the protest of specifications is denied and the protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

(3) Protest of Award of Contract – Protests related to the award of a contract based on the Invitation for Bid (IFB), must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the City Purchasing Officer.

(4) Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the City.

SECTION 9 – REQUEST FOR PROPOSAL (RFP)

9-100 Definition

(1) When it is not in the City's best interest to acquire goods or services through normal competitive bidding, a contract may be solicited using the Request for Proposal (RFP) method. Such a situation may arise for any number of reasons, including, but not limited to:
   a. The City's requirements are not well defined.
   b. The City is interested in evaluating a range of offers so that it may take advantage of technical innovation and developments in the market place.
   c. Factors such as availability, expertise, and quality override price as criteria for award.

9-101 Requests for Information

(1) When required by the City and determined to be in its best interest, a general Request for Information may be sent to vendors preceding the RFP process. The Request for Information will be a way of determining appropriate proposers.

9-102 Request for Proposal (RFP) Process

(1) Requests for Proposals will be issued with the intent of providing a competitive process from which the City may select a vendor to satisfy its requirements. The RFP will consist of the following:
   a. Adequate Public Notice – Adequate public notice shall be given to provide potential proposers sufficient time to prepare and submit proposals by the due date specified in the RFP.
   b. Requirements Statement – This will be a statement of the City's objectives in issuing the request. It shall explain the City's need as clearly as possible. It shall include any special requirements which the City may have in regard to its overall objectives. Included may be requests for special reports, critical timelines, unique items or services to be provided, cost or pricing data required, duration of service, etc.
   c. Qualification Statement – If necessary, the City may include minimum qualification criteria in the RFP. These criteria shall not be used to limit competition but may be used to assure a certain level of expertise and quality of service.
   d. Terms and Conditions – The terms and conditions that are intended to become part of the final contract shall be included in the RFP. Included in the terms and conditions are

such items as indemnification, contract termination, payment terms, applicable laws, etc. The City Purchasing Officer shall maintain, by type of contract, applicable and appropriate terms and conditions to be included in contracts and shall make these available to departments for inclusion in the contracts they issue.

e. Instructions – These are items, which related directly to the procedures on how the proposal must be submitted. Included in the instructions are items related to the number of submittals required, format, procedure for information clarification, etc.
f. Bid and Performance Surety – When determined to be in the best interest of the City, the City Purchasing Officer may include in the terms and conditions a requirement for bid and/or performance surety. A bid surety will guarantee that proposers enter into the contract as agreed upon, and a performance surety will guarantee that the proposer will carry out the contract requirements according to specifications and terms and conditions set out by the City. Such surety, when required, will not be designed to be restrictive, but will only be in an amount necessary to protect the City's interest. Proposers shall be permitted to provide such surety in the form of a bond, certified or cashier's check, letter of credit, or certificate of deposit redeemable by the City. Upon execution of the contract with the successful proposer, all such sureties will be returned to the unsuccessful proposers.
g. Indemnification – Where the City may experience financial or physical risk in the performance of a contract by a vendor, the contract terms and conditions will require that the vendor hold the City harmless from such risk.
h. Insurance – The City may also require that the successful proposer submit an insurance certificate prior to contract award. Such certificate will be in an amount adequate to protect the City and will name the City as an additional insured.
i. Liquidated Damages – When determined to be appropriate by the City Purchasing Officer, a provision for liquidated damages may be included in the contract terms and conditions. Liquidated damages may not be a penalty, but must be an approximation of the City's actual damages.
j. Evaluation Criteria – The RFP will list the criteria which will be used to evaluate submitted proposals. The factors shall relate to the proposer's ability to satisfy the City's requirements as specified in the proposal. Evaluation criteria may be weighted by having specific values assigned to each criterion. Evaluation criteria may also be listed in order of importance without including values. Only the factors listed as part of the evaluation criteria may be used to determine the successful proposer. Values/weights for evaluation criteria must be established and submitted to the City Purchasing Officer prior to distribution of the proposals to the evaluation committee. Where cost is a factor in the evaluation criteria, costs analysis must be conducted and recorded in the evaluation process.

9-103 Prequalification of Proposers

(1) The City reserves the right to prequalify proposers when deemed to be in the best interest of the City. Prequalification may be done as the first step in a two-step bidding process. The process for selection shall be conducted in a competitive manner using the City's standard solicitation methods, to ensure participation by all interested vendors.

(2) Proposers will be prequalified by responding to a Statement of Qualifications (SOQ) or equivalent solicitation, which will include a request for information related to the proposers' ability to fulfill the contract terms and conditions.

a. Qualification criteria may include:

i. Financial capacity and stability,
ii. Company history;
iii. Capacity to perform;
iv. Relevant experience; and
v. Any other criteria relevant to the goods and services being sought by the City.

(3) Prequalification requirements will be reasonable and will constitute the minimum requirements to full the terms and conditions of the contract.

9-104 Vendor Advisory

(1) All RFP's will include as part of their language the following vendor advisory – "The City of Banning does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business."

9-105 Pre-Proposal Conference

(1) When it is in the City's best interest, a pre-proposal conference may be held. The purpose of the conference will be to further define or illustrate the City's needs and/or to answer any questions which may exist on the part of the proposers. The conference shall be hosted by the City Purchasing Officer. Any changes, deletions, additions, or clarification to the RFP shall be issued as an addendum and sent to all prospective proposers. Pre-proposal conferences shall not be mandatory for potential proposers unless it is clearly in the City's best interest.

9-106 Receipt and Acceptance of Proposals

(1) Proposals are to be received by the date and time specified in the RFP's. Proposals shall be unconditionally accepted without alteration or correction. All proposals must be received by someone other than the person who conducted the solicitation and must be time and date stamped immediately upon receipt. All proposals must be kept in a secure, locked location for access by only those personnel involved in the proposal evaluation process.

(2) Late proposals may be accepted or rejected depending on the best interest of the City. No proposal will be accepted which is received by the City Purchasing Officer after the due date and time specified in the solicitation.

9-107 Confidentiality

(1) Proposals are not to be marked as confidential or proprietary. Proposals submitted in response to a RFP are subject to public disclosure as permitted by the California Public Records Act. Additionally, all proposals shall become the property of the City. The City reserves the right to make use of any information or ideas in the proposals submitted.
(2) Regardless of any identification otherwise, including marking some or all pages as "confidential" or "proprietary", information in proposals shall become a part of the public record and subject to disclosure without further notice to the proposer.
(3) The City shall not in any way be liable or responsible for the disclosure of any such records.

9-108 Proposer Interviews

(1) After reviewing submitted proposals, the evaluation committee may conduct interviews with responsible proposers who have submitted proposals determined to be acceptable and within competitive range. The purpose of these interviews will be for clarification to assure full understanding of and responsiveness to the solicitation requirements.

a. Proposers shall be given fair and equal treatment with respect to any opportunity for discussion and revision to proposals.
b. Discussions with proposers will be recorded either in writing or on tape, and that record will become part of the contract file.
c. In conducting interviews, there shall be no disclosure of any information derived from proposals submitted by competing proposers.
d. All members of the evaluation committee must sit in on the interviews with all proposers. If in the best interest of the City, an exception may be made with the approval of the City Purchasing Officer.

9-109 Proposal Questions, Amendments, Extensions, Cancellation

(1) When questions are received from potential offerors that involve clarification or interpretation of the RFP, the Purchasing Officer shall provide a written explanation of the RFP to all potential offerors. If questions are received over the telephone, keep a record of all questions asked and answers given. Advise all potential offerors to put their questions in writing and confirm telephone conversations in writing. Addendums may be requested after submissions and prior to award for the purpose of obtaining best and final offers. Late best and final offers will not be accepted.

9-110 Scope of Work Revisions

(1) If discussions reveal the need to change the original scope of work prior to the bid/proposal due date, an addendum in which details the revised scope will be sent to all those submitting proposals. Upon issuance of an addendum, the vendor is required to acknowledge receipt and understanding by signing where designated and return the executed copy with submissions of the bid/proposal. If appropriate, the City will issue a revised RFP and begin the solicitation process again. The City Purchasing Officer will be the final authority as to which process will be used.

9-111 Evaluation Scores

(1) Evaluators shall initially score proposals individually. Evaluators' individual scores will be discussed with the entire evaluation panel and combined and tallied. The final scores will be recorded on an individual finalized score sheet. To ensure the integrity of the procurement process and the protected privacy afforded by the Public Records Act, Section 6255, the initial score sheets containing the evaluators notes and comments shall remain in the possession of the individual evaluators, and at no time shall this information become part of the permanent purchasing file or retained as City record.

9-112 One Proposal Received

(1) If only one (1) proposal is received in response to an RFP, the City Purchasing Officer may either recommend award, or, if time permits, re-solicit – whichever is in the City's best interest.

9-113 Errors in Proposal

(1) Prior to the time and date set for the receipt of proposals, any proposer may withdraw the proposal or correct any errors in their previously submitted proposal.
   a. After the time and date set for the receipt of proposals, proposers may not make any changes to their submitted proposals.
   b. After the receipt of best and final offers, a proposer may be permitted to withdraw its proposal without penalty if evidence is provided of a material error and the fulfillment of the contract by the proposer would create unconscionable hardship or financial loss.

9-114 Award

(1) Award of contract will be made to the responsible proposer whose proposal best meets the City's requirements as determined by the evaluation committee using the evaluation criteria, which should include proposed cost.
(2) Should the City Purchasing Officer fail to concur with the recommendation submitted by the evaluation committee, the City Purchasing Officer would meet with the evaluation committee members to discuss the reasons for the difference in opinion.

a. No recommendation shall go forward to the City Council from the City Purchasing Officer unless there is concurrence between the City Purchasing Officer and the evaluation committee.

9-115 Protests, Grievances, and Appeals – Request for Proposals

(1) Any actual or prospective proposer or contractor who alleges a grievance by an error or impropriety in the solicitation or award of a contract may submit a grievance or protest to the appropriate department Purchasing Liaison and the City Purchasing Officer who is administering the RFP.
(2) Release of Proposal Information – Immediately upon completion of negotiations with the top-ranked vendor(s), but prior to the filing of a City Council Agenda Report for award of contract, the City Purchasing Officer shall send a "Notice of Intent to Award" to all participating vendors and a copy to the City Clerk.
    a. Vendors will then have five (5) business days from the date of the notice in which to obtain proposal documents that are available for disclosure, including final score sheets with the names and notes of individual evaluators redacted.
    b. Upon expiration of the five (5) business day period, the City Purchasing Office shall inform the department that the contract may be awarded, or as necessary, submit the item for review and approval by City Council.

9-116 Evaluation Committee

(1) All proposals shall be evaluated by an evaluation committee comprised of three (3) or more members, (preferably two (2) internal staff members and one (1) external professional). Evaluators must have no conflict of interest with the selection process, members of evaluation committees shall be selected based on their qualifications and expertise related to the subject matter.
    a. It is City policy that when practical and appropriate, private citizens with appropriate expertise who are free of any potential conflict of interest will be included on the proposal evaluation committee.
    b. The composition of the selection committee will be determined by the using department or by the City Purchasing Officer for those contracts issued by the Office of Finance, Purchasing Department.
    c. All members of the evaluation committee must sign a form certifying, under penalty of perjury, that they have no conflict of interest with the selection process.
    d. During the proposal evaluation process, evaluators shall not discuss any issues related to the evaluation or selection process with any proposed contractors or their advocates, except in scheduled proposer interviews as discussed below.

SECTION 10 – MULTI-STEP SEALED BIDDING

10-100 Definitions

(1) Multi-step sealed bidding is a method of soliciting bids, which permits preliminary evaluation based on a proposal's technical merit and the qualifications of the bidder/proposer and a final evaluation based on price.

(2) Multi-step sealed bidding may be used when it is determined that:
   a. Available specifications or purchase descriptions are not sufficiently complete to permit full competition without technical evaluations and discussions to ensure mutual understanding between each bidder and the City of Banning;
   b. Definite criteria exist for evaluation of technical offers;
   c. More than one technically qualified source is expected to be available; and
   d. A fixed price contract will be used.

10-101 Multi-Step Bidding Process

(1) Phase One:
   a. Multi-step sealed bidding shall be initiated by the issuance of an invitation to submit technical offers. A technical offer is a document that lists and defines all of the technical requirements of the project and explains the approach and plan to address the City's needs. The invitation to submit offers shall be issued in a manner which provides adequate public notice allowing bidders sufficient time to prepare and submit responses. The invitation to submit technical offers shall contain the following information:
      i. Notice that the procurement shall be conducted in two phases;
      ii. A description of the material or service desired using the best information available to the City;
      iii. A statement that unpriced technical offers only shall be considered in Phase One;
      iv. The requirements for the technical offers, such as drawings and descriptive literature;
      v. The criteria for evaluating technical offers;
      vi. The closing date and time for receipt of technical offers and the location where offers should be delivered or mailed;
      vii. A statement that discussions may be held; and
      viii. A statement that only bids based on technical offers determined to be acceptable in Phase One shall be considered for award.
   b. The City Purchasing Officer may hold a conference with the potential bidders before submission of the technical offers or at any time during the evaluation of unpriced technical offers.

c. The invitation to submit technical offers may be amended after the submission of the unpriced technical offers. The amendment shall be distributed only to bidders who submitted unpriced technical offers or to amend offers already submitted. If an amendment materially changes the intent of the procurement, the invitation to submit technical offers shall be canceled or reissued.

d. Unpriced technical offers shall be due at the time and date specified. The contents of unpriced technical offers shall be disclosed only to City personnel having a legitimate interest in them or persons assisting in their evaluation.

e. Late technical offers may be accepted or rejected depending upon the best interest of the City. No technical offer will be accepted which is received later than 24 hours from the original due date. The City Purchasing Officer will have sole discretion in deciding which late technical offers will be accepted or rejected.

f. Unpriced technical offers shall be evaluated solely in accordance with the criteria set forth in the invitation to submit technical offers. Offers shall be determined to be either acceptable for further consideration or unacceptable. A determination that an unpriced technical proposal is unacceptable shall be stated in writing explaining the basis for the determination. A record of the rejection will be retained in the procurement file. Unsuccessful bidders shall be notified in writing by the City Purchasing Officer, and the bidder shall not be afforded the opportunity to amend its technical offer.

g. Discussions may be held with any bidder who submits an acceptable or potentially acceptable technical offer. During discussions, there shall be no disclosure of any information derived from one unpriced technical offer to another bidder. After discussions, the City Purchasing Officer shall establish a closing date for receipt of final technical offers and shall notify, in writing, bidders submitting acceptable or potentially acceptable offers of the closing date. A record will be kept of discussions and made part of the contract file.

h. At any time during Phase One, offers may be withdrawn without penalty.

(2) Phase Two:

a. Upon completion of Phase One, the City Purchasing Officer shall issue an Invitation for Bid (IFB). The invitations for bid shall be issued only to bidders whose technical offers are determined to be acceptable in Phase One.

b. Award will be made to the lowest responsive and responsible bidder.

10-102 Requests for Information

(1) When required by the City and determined to be in its best interest, a general request for information sent to vendors may precede this process. The request for information will be a way of determining appropriate bidders and will be considered as part of the multi-step procurement process.

10-103 Vendor Advisory

(1) All invitations for bid will include as part of their language the following vendor advisory – "The City of Banning does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business."

10-104 Protest, Grievances, and Appeals – Multi-Step Sealed Bidding

(1) Refer to Section 6 – Protest, Grievances, and Appeals.

SECTION 11 – SOLE SOURCE; PROPRIETARY REQUESTS; INNOVATION

11-100 Policy

(1) It is the policy of the City of Banning to solicit competitive bids and proposals for its procurement requirements. Sole Source procurement shall not be used unless there is clear and convincing evidence that only one source exists to fulfill the City's requirements.

11-101 Sole Source Justification

(1) Formal justification for Sole Source procurement is required when competitive bid guidelines require pricing from competing proposers. A Sole Source justification form will be prepared by the department and approved by Department Head or designee. The City Purchasing Officer shall retain a copy of this justification as part of the contract file. As part of the Sole Source justification, the requestor shall clearly provide:
    a. A detailed description of the type of contract to be established;
    b. A detailed description of services and/or commodities to be provided by the vendor;
    c. An explanation of why the recommended vendor is the only one capable of providing the required services and/or commodities and include back-up information to support the justification;
    d. The identity of other sources that have been contacted and explain in detail why they cannot fulfill the City's requirements;
    e. An explanation of how the recommended vendor's prices or fees compare to the general market and attach quotes for comparable services and supplies, if available (limited competition);
    f. An explanation of how the City would accomplish this particular task if the recommended vendor could not provide the product or service.

(2) Valid Sole Source justification requires strong technological or strong programmatic justifications. Sole Source justifications are not required for purchases where no competitive solicitation is required.

(3) If a contractor develops a particular expertise through demonstrated past performance which has been investigated and determined to be satisfactory in this area of expertise, then such contractor may be awarded a subsequent contract for related work, provided that the Sole Source justification requirements outlined in this Section are satisfied. Such contractor may be

designated as an exclusive contractor if the City would be adversely affected by bringing in another vendor who would be required to meet the expert contractor's level of expertise and existing knowledge and involvement in a specific project.

(4) Instances when sole source purchasing may be applicable include the following:

a. Property or services can be obtained only from a specific vendor (i.e., materials or equipment; one of a kind items, etc.).

b. Competitive sourcing is precluded because of the existence of patents, copyrights, and special processes, control of raw materials by vendors or similar circumstances.

c. Procurement of water, power or other utility services where it would not be practical or feasible to allow other vendors to provide such services.

d. Procurement of support services in connection with the assembly, installation or servicing of equipment or software of a highly technical or specialized nature.

e. Procurement of parts or components to be used as replacements in support of equipment manufactured by a particular supplier.

f. Procurement involving construction where a contractor is already at work on the site and it would not be practical to engage another contractor.

g. Procurement where only a single supplier in a market is licensed or authorized to service or sell a specific product line.

h. Procurement of compatible additions to existing equipment where a different manufacturer's equipment would be impractical for the specific need.

i. The supplier or products are specified and required by the funding agency of a grant or Federal/State contract.

11-102 Proprietary Source Requests

(1) Proprietary means confidentially owned and controlled. The term may be used to refer to such items as property, computer software, or intellectual property. The party owning items that are proprietary is known as a sole proprietor and there is no other source available from which to purchase the goods or services.

a. Determining if an item is proprietary rests with the City Purchasing Officer and shall be justified in accordance with the policies and procedures outlined in this Section. In the event an item is justified as proprietary, the City Purchasing Officer shall endeavor to negotiate a price that is most advantageous to the City.

b. Proprietary Specifications – A proprietary item or service is one that must meet particular restrictive specifications but may be available from a number of sources, e.g., "Brand X Computers – no substitutions". A detailed description of the proprietary

specification shall be attached to the requisition for approval. The requisition should contain a brief justification for requesting the proprietary specification.

(2) City Manager – City Manager approval is required for all sole source and proprietary requests in accordance with applicable policy as provided in this Section.

11-103 Emergency Purchase Requests

(1) Sole Source requests may be approved based upon emergency situations in which there is not adequate time for competitive bidding. For additional policies regarding Emergency Requests, refer to Section 13 of this Policy.

11-104 Commodities – Sole Source Requests

(1) Approval by City Council is required prior to the execution of a Sole Source commodity contract costing more than $25,000 annually.

11-105 Service Contracts (includes A&E) – Sole Source Requests

(1) Approval by City Council is required for the following:
   a. Sole Source service contracts that exceed the total annual amount of $25,000,
   b. Sole Source service contracts that exceed a two (2) year consecutive term, regardless of dollar amount. Contracts may not be intentionally split to avoid this Policy,
   c. Renewal of Sole Source service contracts where the annual costs exceeds $25,000.

11-106 City Council Agenda Report

(1) Prior to the submittal of a City Council Agenda Report, all Sole Source justifications requiring City Council approval shall first be reviewed and approved by the Department Head, City Purchasing Officer and City Manager.

(2) City Council Agenda Reports shall clearly state that the procurement is a Sole Source purchase; and
   a. A signed copy of the Sole Source justification, as described above, shall also be attached to the City Council Agenda Report.

11-107 Negotiation

(1) With approvals as required, a contract shall be negotiated with the designated sole source to achieve a contract that is advantageous to the City of Banning.

11-108 Innovative Procurements

(1) Procurement of new or unique technologies, commodities, supplies and services can require an innovative process of procurement be utilized to competitively source for an award. When the City Purchasing Officer determines in writing that it is advantageous to the City to use an innovative competitive procurement process to achieve best value; the City Purchasing Officer shall provide such information in writing to the City Manager, Risk Manager and/or the City

Attorney's Office for review and approval as to form before issuing a public notice and solicitation.

SECTION 12 – COOPERATIVE PURCHASING

12-100 Definitions

(1) The Cooperative Purchasing Program authorizes departments to purchase products and services from contracts awarded by and through another City, County, State or Federal entity.

12-101 Policy

(1) With the exception of Architectural-Engineering projects, goods and services may be acquired through cooperative contracts that can involve one or more public entities. Such cooperative purchasing may include public procurement contracts, which are made available to other local public entities.

12-102 Responsibility

(1) The City Purchasing Officer is responsible for identifying and executing all cooperative contracts for use by City departments. The City Purchasing Officer may authorize and make use of cooperative agreements, including the pricing, and terms and conditions of the contract of another public entity provided that:
   a. The initial procurement the City is relying upon is consistent with City purchasing rules and requirements.
   b. The vendor holding the contract extends the same pricing, terms, and conditions to the City.
   c. Before deciding whether or not to use the contract of another public entity, City Purchasing Officer will conduct an analysis of the contract to determine that the use of the contract serves the best interest of the City of Banning and that minimum City procurement requirements have been followed with respect to competitive bidding.
   d. The City may also allow local schools and other public entities to take advantage of contracts the City has competitively bid, although the City shall not be a signor on these contracts and shall have no legal liability to either the contracting entities or to third parties as a result of the contracts, including but not limited to:
      i. Issuing their own contract purchase documents,
      ii. Providing for its own acceptance of the terms and pricing of the contract,
      iii. Obtaining required certificates of insurance and bonds, and
      iv. Making any payments due to the vendor.
      v. Limitation of Liability – The contracting entities shall hold the City of Banning harmless from all claims, demand actions, or causes of actions of every kind, known or unknown, resulting directly or indirectly, allegedly arising out of, or in any way connected with the use of City issued cooperative agreements.

12-103 City Requirements

(1) The City Purchasing Officer is required to maintain a list of the cooperative agreements that the City has joined. The list shall report dollar volumes, contracts' terms, type of contract, expiration or renewal date, and all other pertinent information.

12-104 No Usage Guarantees

(1) While cooperative entities may use these agreements, they City of Banning makes no guarantee of usage.

12-105 City Council Approval

(1) Individual entities and departments utilizing cooperative agreements to purchase goods and services, by and through the City Purchasing Officer, are required to receive City Council approval on individual purchases that exceed the established dollar thresholds for the appropriate contract types as set forth in Section 3 of this Policy.

12-106 Term of Cooperative Contract

(1) The duration of a City cooperative contract will depend upon the City's needs, prevailing market conditions, contract start-up costs, and the City's best economic interest.
(2) In no case will a City cooperative contract exceed five (5) years in duration, unless specifically approved by City Council.
(3) City cooperative contracts issued by the City Purchasing Officer that are subordinate to State and/or Federal government contracts and programs may be executed in accordance with the term of the overriding contract and where appropriate, may extend beyond five (5) years, without further approval by City Council.

12-107 Collaborative Purchasing

(1) The City Purchasing Officer has authority to identify and make use of governmental agency cooperative agreements that would be beneficial for City use.
    a. The City Purchasing Officer may pursue both competitive and negotiated cooperative agreements executed by City, County, State and/or Federal governments.
    b. May pursue contracts with other governmental entities in order to obtain cost savings for the City.
    c. Shall make available City cooperative contracts to other governmental entities and pursue opportunities for collaboration in purchasing.
(2) In the event a cooperative agreement identified for use by the City Purchasing was awarded by a method other than a competitive bid, the City Purchasing Officer is required to seek review from the Office of the City Attorney and City Risk Manager, where appropriate, prior to authorizing the use of the cooperative contract.

ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

SECTION 13 – EMERGENCY PURCHASING

13-100 Emergencies

(1) Emergencies are defined as those situations where the safety and/or welfare of City residents or employees is at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City. When due to the nature of the emergency, it is not possible or it is impractical to follow competitive bidding requirements, these requirements may be waived, by the City Manager or his designee.

(2) No later than two (2) business days from the emergency request date, a Notice of Emergency Purchase(s) Form by the Department Head should detail the emergency situation. This justification should become a permanent part of the purchasing file.

(3) This Notice of Emergency Purchase(s) will be accompanied by all supporting documentation of the purchase(s) and a summary detailing the emergency situation, which caused the emergency purchase(s). All documents will become a permanent part of the purchasing file.

(4) Emergency purchases shall be subject to the approval of the City Manager, or his designee. City Council approval and/or notification on the Agenda Consent Calendar will be within 30 days of an emergency expenditure that exceeds the City Manager's approval limit of $25,000.

(5) In many cases, emergency orders may be made using either Online Purchasing or the Procurement Card methods.

(6) For emergency purchases related to an emergency/disaster incident outside of normal business hours, a log of present employee(s), date(s) and hour(s) spent on such incident must accompany the Notice of Emergency Purchase Form.

SECTION 14 – GRANTS AND AGREEMENTS

14-100 Grant and Agreement Regulations

(1) When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by Section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow the procurement provisions contained in the Code of Federal Regulations (2 CFR §200.318 through §200.326) Contract provisions.

(2) See Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Code of Federal Regulations, Title 2, Subtitle A, Chapter 2, Part 200, Subpart A-F for specified guidelines.

(3) When procuring property and services under a state or other local award, see the granting agencies regulations and requirements for specified guidelines.

SECTION 15 – COMPLIANCE MONITORING

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15-100 Scope

(1) It shall be the duty of the City Purchasing Officer to review, on an annual basis, the purchasing records and processes of all the City departments. This monitoring will be done on a sample basis. The monitoring of the department purchasing records will be conducted to facilitate the purchasing process and will not be construed to place responsibility for department purchasing on the City Purchasing Officer.

15-101 Specific Duties

(1) The City Purchasing Officer shall select purchasing records from each department on regularly scheduled basis for compliance monitoring. Selected records will span the range of the purchasing process. Records will be monitored using the following performance measures:
   a. Compliance with legal and purchasing processes outlined in this Policy;
   b. Compliance with Council policy set forth in this Policy;
   c. Cost-effectiveness of goods and services acquired;
   d. Timeliness of the purchasing process;
   e. Operational efficiencies of processes used; and
   f. Other measures as determined by the City Purchasing Officer

ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

ARTICLE 5 – PURCHASING CONTRACTS – GOODS AND/OR SERVICES

SECTION 16 – TYPES OF CONTRACTS

16-100 Definitions

(1) Purchase Orders (PO) are formal contractual documents, and required for all purchases. Once sent to and accepted by a vendor bind the performance of both parties to the transaction. PO's created from requisitions are processed using the City's accounting software. Once a PO has been approved, it is transmitted either by secure electronic means or by email or fax to the vendor.

(2) Blanket Purchase Orders (BPO) are contractual documents and should be issued for recurring purchases, such as office supplies, not valid for longer than one year, and shall always expire at the end of the fiscal year in which they were initiated.

a. Blanket purchase orders are used for the acquisition of assorted commodities or services from a known vendor for departments that have predictable but varied program needs. The range of commodities or services covered by the blanket purchase order should be defined as narrowly as possible. Blanket purchase orders may not be used for the acquisition of equipment or appliances.

b. Blanket purchase orders are established with a maximum commitment dollar value. Requests for modification of this amount must be made in writing using the "Request to Increase the Dollar Amount of a Standard or Blanket Purchase Order" Form. Note that requests for increases will be reviewed by Purchasing and by the Chief Finance Officer, Deputy City Manager, or City Manager, as appropriate to ensure that funds are available before approval for the increase will be given.

(3) Commodities include all supplies and equipment, equipment rentals and leases, certain types of software and software licenses costing less than $5,000 per unit, including tax and freight, and those costing $5,000 or more with a useful life expectancy of less than one year. Included in the definition of commodity contracts covered in this Section are the following:

a. Equipment – Operating Rental/Lease – These contracts are in essence an extended rental agreement under which the owner of the equipment allows the City to operate or otherwise make use of the equipment in exchange for periodic lease payments. These types of contracts are "Operating Leases" and are characterized by short-term, cancelable terms. The lessor bears the risk of obsolescence and depreciation of the equipment. Operating Leases are generally preferable when the City benefits from such agreement financially or when consistent product changes occur, such as for minor

office equipment, printers, copiers and technology related equipment. Not included in the definition are long-term, "capital," and/or non-terminable leases.

b. Publications/Newsprint – Contracts to receive periodicals, magazines, trade journals, etc., either in print of electronic/digital subscriptions.
c. Software/Licenses (Retail) – Contracts for proprietary software licenses where the software publisher grants the use of one or more copies of software under the end-user license agreement (EULA), but ownership of those copies remains with the software publisher. These types of purchases typically include terms and conditions, which define the uses of the software and number of users allowed.
d. Subscriptions/Databases – Contracts for access to online information or databases used to enhance or support a City program or project. Contracts of this type involve no onsite visits or work by a contractor and are limited to the digital exchange of information for a predetermined fee.

(4) Professional Services are defined as a service that requires specialized knowledge and training (often through long and intensive academic preparation) or in-depth experience in a particular field or discipline. Professional services are professional, technical, or consultant services predominantly intellectual in character. They include analyzing, evaluating, predicting, planning, or recommending and usually result in the producing of a report or completing a task.

(5) When a proposed procurement consists of both professional and goods and/or other services, determine if it is reasonable to separate the procurement, then decide if the procurement will be made as a professional service or not. A general rule of thumb that should be applied is:

a. If seventy-five percent (75%) or more of the cost of procurement consists of professional services, then procure it as a professional service. If less is a professional service, the procurement should be made by competitive sealed bids. If competitive sealed bidding is impracticable under the circumstances, an exemption will be considered.

16-101 Solicitation Considerations

(1) Solicitations of commodities shall be written so that critical factors associated with the acquisition shall be considered. These facts may include, but are not necessarily limited to the following:

a. Item capabilities – Will it carry out the functions for which it is being acquired?
b. Size, dimensions – Will it fit within the space where it is to be used?
c. Power requirements – Does the City possess the necessary mechanisms for powering the item as it requires?
d. Safety – Does the item meet all local, state, and federal safety requirements?
e. Pollution – Can the item be used without unnecessarily harming the environment? Does it require special air quality management permits?

f. Maintenance – Is there a reasonable on-hand inventory of service or spare parts readily available for use? Are maintenance contracts available?
g. Life Cycle Cost – What is the total cost of ownership including initial acquisition cost, cost of maintenance, cost of required space, residual value, etc.?
h. Liability Insurance – If the item is being installed by a vendor, what is the cost of liability insurance if the vendor does not name the City as an additional insured?

16-102 Term of Contract

(1) The length of all contracts for commodities shall be based upon the City's best interest. Consideration will be given to product availability, price volatility, and expectation of need. In no case shall a commodity contract exceed five (5) years in duration, unless the contract is temporarily extended for the original contract term by six (6) months to allow time for re-bidding the project.
   a. All contracts will include a provision for cancellation by the City due to lack of liquidity or funds, termination of requirement, or prices which no longer reflect reasonable market prices.
   b. Once a contract has expired, it is no longer valid and cannot be used, extended, or renewed through a Change Order or an Amendment.

16-103 Contract Pricing

(1) Contracts will be written so that pricing is controlled and monitored during the contract period. This may be done in several ways, including but not limited to:
   a. A contract may show a firm price for the contract period.
   b. A contract may show a percentage increase which will occur during the contract period.
   c. A contract's prices may be tied to an index, such as the Consumer Price Index, during the contract period.

16-104 Vendor Selection

(1) General Information - The Purchasing Officer maintains a list of known prospective suppliers who are available to furnish materials, professional and consultant services, and supplies that can meet the City's needs. In the case of written formal bids and informal quotations and for most transactions, the list (or record) of those bidders solicited will be in the solicitation file. In most cases, lists are maintained on a computer that enables identification of those suppliers that provide the item or service in question.

(2) New Suppliers - From time to time, purchases are made from suppliers whose names are not on existing bid lists and may never be on a list (because of infrequency of purchases, specialty items, etc.). As frequency increases or the demand requires, a new list may be established by the Purchasing Officer.

(3) Requests to be added to bid lists - Companies may be added to existing or new bid lists based on requests from departments or by the Purchasing Officer. All requests from suppliers may not necessarily result in being added to a bid listing.

(4) Deletions from Bid Lists - Companies may be deleted from bid lists. Reasons for deletion are: out of business, continual poor service, poor quality of goods furnished; default on previous purchase; failure to respond to three consecutive bid or quote invitations, or a supplier's request to be removed for any reason.

(5) Official Record of Bidders - The master supplier number list and bid list is the reference resource used to prepare each record of bidders.

16-105 City of Banning Business Preference

(1) Banning businesses are given a five percent (5%) preference on their quoted price. A Banning business:

a. Holds a current City of Banning business license;
b. Submits a bid for goods, services, or construction under the name that appears on the entity's current City of Banning business license; and
c. Same business has maintained its place of business located within the Banning city limits for the six (6) month period immediately preceding the date of the bid.

16-106 Contract Increases

(1) A contract's total expenditure may not increase by more than thirty percent (30%) of the original estimate upon which it was bid, unless it is demonstrated to be in the best interest of the City and reflective of good purchasing practices and is approved by City Council.

16-107 Change Orders, Modifications to Professional Services and Capital Projects

(1) Definitions:

a. Extra Work: Additional work that is unrelated to or significantly adds to the design intent and/or functionality of the original plans and specifications. This work is not necessary to complete the project and is typically requested by staff.

b. Plan Changes: Work differing from the scope of work which is set forth in the plans and specifications which is necessary to complete the project. The intent of the additional work is to 1) facilitate ongoing work when differing site conditions occur; or 2) conformance with the original design intent; or 3) take advantage of construction cost efficiencies.

c. Emergency Work: Work that is determined to be beyond the scope of work set forth in the plans and specifications which is necessary and essential to proceed with to avoid project delays or potential additional costs if work is not commenced as soon as practical.

Authorization must come from the owner's construction management representative and the respective Division Director or his/her designee. Authorization will be reported to the Council at their next regularly scheduled meeting.

(2) All Change Orders for existing contracts for commodities, professional services and construction, entered into by the City, shall be subject to the modification procedures contained in this policy. All Change Order approvals shall be in writing.

a. Department Head approval is authorized for any Change Order up to $5,000, or 1% of the original contract amount, whichever is greater.

b. The City Manager may approve modifications to the plans and specifications and contract documents by means of a Change Order if the cost or estimated costs of such Change Order does not exceed $25,000.00 or 10% of the original contract, whichever is less.

c. Any Change Order in excess of $25,000.00 or 10%, whichever is less, shall require Council approval.

d. The cumulative dollar amount of all change orders for a particular Public Project may not exceed 25% of the original contract price. Should it become necessary to exceed this limitation, the change shall be by written supplement agreement between the contracting parties.

e. When the Notice of Completion is submitted to the City Council for approval, a summary of total project cost listing all change orders, their purpose and amount, shall be included.

f. The City Manager's authorized representative, (Resident Engineer or Engineering Manager) may approve plan changes (but not extra work items) up to $10,000.00, within the limits of the City Council approved contingency amount. The representative would authorize work in writing to the contractor. All recommended plan changes must be reviewed and approved by the Deputy City Manager. Contractor would proceed with work and identify percent complete in the next partial payment. Payment would be identified as pending Council approval; however, the amount of work completed would be included in the partial payment total.

(3) Report to the City Council:

a. The City Manager, or his designated representative, shall make a monthly written report to the City Council as to all Change Orders approved by the City Manager during the month, and of all possible future Change Orders that may appear probable prior to the next monthly report. At a minimum, the City Manager shall provide the Council with the name and nature of the contract, all Change Orders approved during that month, the reason for the Change Orders, the cumulative amount of the Change Orders for that contract, and any additional information the Council requests.

(4) Authorization:

a. The authority contained in this policy binds the City Council, and it is recognized that subsequent Council refusal to ratify a change order would subject the City to damage claims.

16-108 Multiple Awards

(1) Awards of commodity contracts may be on an individual basis, a group basis, or on a low total bid basis for the total contract amount, whichever is determined to be in the City's best interest.

16-109 Secondary Awards

(1) Awards may be made to secondary, and, in some cases, tertiary vendors when there is a reasonable possibility of supply disruption and having an alternate source is clearly in the City's best interest.

a. Primary award will go to the lowest responsive and responsible bidder; secondary award will go to the second lowest responsive and responsible bidder, etc.
b. For any commodity requirement, the primary bidder will always be contacted first and, only if that bidder is unable to provide the required commodity within the time required, will the secondary bidder, etc., be contacted.

16-110 Multi-Department Contracts and Cooperative Contracts

(1) Multi-Department Contracts are those which are issued for use by multiple City departments which use like commodities and would benefit from the contract pricing resulting from economies of scale. City departments listed on the contracts may order directly through multi-department contracts. This is accomplished through the City Purchasing Department.

a. Cooperative Contracts are used by various public agencies and entities to jointly exercise certain powers common to each, including among other things, the right to exercise their power to purchase. (Cal. Gov. Code §6500 through §6512)
b. Cooperative Contracts are executed by the Office of the City Purchasing Officer and are available for use by City departments. Terms and conditions are established under a cooperative contract and departments may issue individual purchase documents and orders through the cooperative contract, identifying the goods the department wishes to purchase.
c. The City Purchasing Officer and Department Head or delegated person(s) shall be responsible for the use of all cooperative contracts and all multi-departmental contracts with four (4) or more users for use by City departments. These contracts shall be available for use by all City departments at the discretion of the Department Head. Department Heads must work closely with the City Purchasing Officer.

16-111 Approval of Non-Standard Contract Terms

(1) If Risk Management, City Manager and City Attorney agree in writing that the risk to the City is minimal, approval by City Council is required prior to the execution of any commodity contract that includes non-standard terms in the following contract provisions:
   a. Indemnification, and
   b. Limitation of liability provisions.

16-112 Opportunity Buy

(1) An "Opportunity Buy" is a situation where necessary goods are for sale at significantly reduced rates from what is normally offered in the general market or where an alternative product to the one being bid represents a minimum cost savings of 20% to the City. In the event this situation arises, the Department Head or authorized designee shall prepare a written justification in support of the prompt action taken that shall become part of the permanent purchasing file. The justification shall include:
   a. A detailed description of the commodity to be provided by the vendor and an explanation of the cost savings achieved.
   b. Why the recommended vendor is the only one capable of providing the required commodities with back-up information included to support the justification.
   c. Comparison of the recommended vendor's prices or fees to the general market with price and attached quotes for comparable items provided, if available.

(2) City Council Approval – Opportunity Buy
   a. In the event that the "opportunity buy" exceeds $25,000, approval by City Council is required prior to the purchase.

16-113 Service Contracts

(5) Service contracts encompass all contracts for services either with or without materials. Included in the definition of service contracts covered in this Section are the following:

   a. Professional Services – Services provided by licensed and/or technically trained professionals, including such services as, data processing, accounting, legal, medical, appraisal, consulting, adjusting, risk management, insurance, engineering, architectural, selling agents and brokerages, auditing, information technology related services that may or may not include software, and software license or other types of end-user agreements.
   b. Facilities and Equipment Services – Services that provide maintenance to existing facilities or equipment, including such services as janitorial and grounds maintenance, equipment maintenance and repair, software maintenance, etc.
   c. Personnel or Employee-related Services – Services that provide benefit or assistance directly to employees, including such services as vending machines, security, etc.

d. Consultant Service Contracts – Services that provide an advisory nature which include a recommended course of action or personal expertise, and have an end product which is basically a transmittal of information. Consultant service contracts are issued in order to obtain professional or technical advice or expertise that will supplement departmental expertise or advice or where an independent opinion or audit is required. All consultant service contracts shall contain a provision that prohibits "follow-on" projects that prevent the consultant from performing work related to any recommendations being formulated as a result of the consulting work.

e. Revenue Generating Agreements (non-real estate) – An agreement for contractor-provided services on City premises in which the City does not pay a fee, but instead receives a portion of the revenues that are generated from the services.

f. Capital Leases (non-real estate) – A long-term lease that transfers to the lessee most rights and obligations concerning the asset leased, and usually transfers ownership at the end of the lease.

(1) Not included in the definition of service contracts for City procurement purposes are contracts for public works, architects and engineers, real property contracts, and human services.

16-114 Architect-Engineering Service Contracts

(1) Architect-Engineer (A&E) service contracts or agreements include, but are not limited to: architectural, engineering, environmental, and land surveying services, as well as incidental services that members of these professions may logically or justifiably perform. Environmental services are further defined to mean those services performed in connection with project development and permit processing that facilitates compliance with state and federal environmental laws.

(2) Services which are considered A&E services may include but are not limited to: investigations, developing designs, plans and specifications, reports, cost estimates, show drawings, review, supervision of construction, land surveying, environmental documentation required by the California Environmental Quality Act, Public Resources Code §21000, *et seq*. (CEQA), and other regulatory permits.

(3) A&E services may also include other related services, where needed, in support of an A&E project, including but not limited to, archeology, geological and soils engineering, agronomy, limnology, biology, paleontology, construction claims consultants, material testing and inspection, real estate appraisal and other property acquisition services.

(4) If the service provided is a specialized service and performed by private architectural, landscape, engineering, environmental, land surveying or construction project management, the contract or agreement shall meet the requirements set forth in this Section.

(5) Limits On Architect-Engineer Contracts:

a. A&E contracts shall not be awarded to the same A&E (or affiliated firms) who provided design services in the situations listed below:
    i. A&E who prepared plans and specifications may not bid on the project as a construction contractor except as otherwise provided by state law (Design and Build Exceptions);
    ii. Any A&E representing a private sector client with an interest in a City project may not also represent the City on the same project. Exceptions to this may be made if the Department Head discloses the relationship to the City Council with a determination that using that particular A&E will provide a substantial benefit to the City;
    iii. It is prohibited to use cooperative contracts, to procure A&E Services; and
    iv. The above list is not exclusive. Other situations where conflicts might exist should also be considered.

(6) Basis for Selection of Architects and Engineers:
a. California Government Code §4526 reads in pertinent part, "Notwithstanding any other provision of law, selection by a state or local agency head for professional services of private architectural, landscape architectural, engineering, environmental, land surveying or construction project management firms shall be on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required."
b. Selection of Architects and Engineers for On-Call A&E Services:
    i. Definition – For purposes of this Section, "on-call" A&E Services are for projects that are routine in nature, and encompass a predefined category of work as defined by the executing department.
c. Each department shall follow these procedures for selection of A&E firms to perform on-call A&E Services:
    i. Architect-engineer firms shall file applications with individual departments delineating their qualifications, including experience, expertise for project magnitude in which they are capable of handling. A&E firms shall identify the on-call A&E services they are qualified to provide in accordance with departments' predefined categories;
    ii. Departments shall maintain a list of qualified architects-engineers from the applications received, in accordance with this Section;
    iii. Departments shall then turn over the list of qualified architects-engineers to the City Purchasing Officer.
d. Statements of qualifications will be ranked by the City staff using the following criteria:
    i. Technical experience; Key personnel; Availability of adequate staff; and; other criteria determined necessary for and appropriate to the project.

ii. After evaluating the qualifications using the established criteria, the department shall submit a ranked slate of the most qualified A&E firms to the City Council for selection and approval. City Council-approved slates for specific categories of services shall be valid for a period of no more than three (3) years, unless otherwise directed by City Council.

e. Departments will then select from City Council-approved slates of A&E firms for on-call A&E services and negotiate contracts or agreements as needed for final approval by the City Manager, Risk Manager, and the City Purchasing Officer.

f. Once an A&E on-call contract or agreement has been approved and executed, the departments may utilize the on-call A&E without additional City Council approval for as needed tasks, which shall be identified in writing in a subordinate agreement (or "Task Order") with the A&E, with final approval by the City Purchasing Officer.

g. While remaining consistent with qualification-based selection, an effort shall be made to produce an equitable distribution of contracts among the best-qualified firms and to provide fair opportunities to small businesses.

(7) Selection of Architects and Engineers for Project Specific A&E Services

a. Each department must issue, to the City Purchasing Officer, a Request for Proposal for all architect-engineer projects valued annually at over $25,000. The process shall consist of evaluation of written proposals and oral presentations. Evaluation criteria shall be as follows:

Written Proposals	**Oral Presentations (if needed)**
Technical expertise	Presentation
Key personnel	Technical content
Approach/understanding of project	Project manager
Control of cost and schedules	Key team members
References (written and verbal)	Communication skills
Availability/staff devoted to project	Project understanding
Insurance and good standing entity	Project schedule
Other – reserved	Other – reserved

(8) Evaluation shall be based on a scoring system from 0-5, with 0 being unacceptable and 5 being excellent. Weighting of evaluation criteria shall jointly be determined by the Department and the City Purchasing Officer.

(9) After evaluating the proposals using the above criteria, the City Purchasing Officer shall submit, or the City Purchasing Officer may delegate the Department to submit, a ranked slate of the most qualified A&E firms to City Council for selection and approval. Any member of City Council who recommends the selection of an A&E provider other than the top-ranked providers shall publicly disclose his or her reason for recommendation.

16-115 Public Works Contracts

(1) All contracts for Public Projects shall be awarded consistent with and pursuant to the provisions of the Uniform Public Construction Cost Accounting Act (UPCCAA), Public Contract Code (PCC) Section 22000 et seq.), Banning Municipal Code Section 3.24.100, and other applicable requirements of State law.
(2) To the extent permissible by the Public Contract Code, the City will consider Design-Build as an alternate method of procurement for Public Projects.
(3) The definition of a Public Project shall be the same definition that are included in the Public Contract Code §22002
(4) Bonds: A bid bond in a value not less than 10% of the total bid price shall be required on all projects of more than $60,000.
(5) Award of all contracts for Public Projects up to $200,000 may be approved by the City Manager.
(6) Award of all contracts for Public Projects over $200,000 must be approved by City Council.

ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

ARTICLE 6 – MISCELLANEOUS PROCUREMENT PROCEDURES; GUIDELINES AND REFERENCES

SECTION 17 - RECEIVING PROCESS

17-100 Product Delivery

(1) Delivery of requested products or services marks a transition in the purchase-to-pay process from a purchasing activity to a payables activity. All purchases must be "received" to release payment to the vendor. The "receiving" staff must determine if the products or services received are acceptable and conform to the City's requirements. The entire receiving process consists of the following:

17-101 Signing for Deliveries

(1) Whenever possible, the person receiving the product should sign the receiving documents provided by the vendor or shipping company. The person receiving the delivery should preferably inspect the delivery before signing the delivery receipt and should also initial the packing list. Then, submit the packing list to the appropriate person for financial reconciliation.

17-102 Refusing Delivery

(1) Whenever possible, departments should refuse to accept shipments if they are unable to confirm that the order was placed by their department, if the packaging appears sufficiently damaged to warrant concern or does not meet the required specification.

17-103 Record Retention

(1) During the receiving process, the department takes physical possession and legal ownership of the shipment. Therefore, it is important for the vendor to provide the department with a packing list for all shipments delivered to the department. If the vendor fails to provide the packing list, the department should contact the vendor to request that copies be sent for its files. The need for saving receiving documents is particularly important when accepting any partial or staggered deliveries over a period of time.

17-104 Inspecting the Shipment

(1) Persons receiving shipments should, upon acknowledging receipt of an order, conduct an inspection to verify the following minimum conditions:

a. The products conform to the PO/BPO requirements and other relevant documents (for example: correct model number, description, size, type, color, ratings, etc.)

b. The quantity ordered against the quantity shipped or delivered.

c. There is no damage or breakage

d. The unit of measurement count is correct (e.g. if the unit of measurement on the purchase order is one dozen, there should be 12 in the package).

e. Delivery documentation (packing list, certifications, etc.) is acceptable

f. Products are operable or functional.

17-105 Matching the Packing List to Purchase Order

(1) During the inspection process, the department should compare the vendor's packing list to the purchase order to determine if there are any discrepancies between the documents. At a minimum, the following information should be the same on both the packing list and purchase order:

a. PO number

b. Item or Manufacturer's part number

c. Quantity and unit of measure

d. Description of the products

(2) Once the invoice has been entered by the department representative, the department should determine if the invoice charges are correct. In case of any invoice discrepancies, the Accounting department should be notified to place a "hold" on the invoice until further notified.

17-106 Product Substitutions and Over-Shipments

(1) Vendors are not allowed to substitute products or deliver more than the amount ordered without prior approval from either the department representative of Purchasing Officer.

17-107 Failed Inspections

(1) Departments are advised to notify in writing any failed inspection results discovered during inspection and provide the results to the vendor and the Accounting department for appropriate action. When receiving items from freight companies, the number of packages received should match exactly the number on the freight bill. If not, the department should require the driver to write the number of packages received on the bill before signing. Inspect all packages for damage to the outside container. Any visual damage should also be noted on the freight bill before signing.

(2) In cases of concealed damage, a report should be made by the department immediately to the delivering carrier. The report should include the following information: Freight Bill Number, PO/BPO number, the date of delivery, supplier, and the extent of damage or shortage. In the

event of damage, it is essential that the department retain all the original shipping cartons for inspection by a claims adjuster.

17-108 Testing

(1) Testing may be performed by the department to ensure that the products substantially conform to the specifications documented in the PO/BPO, contract, or vendor's proposal. Acceptance testing is highly recommended for complex, expensive capital equipment prior to approving final payments to the vendor.

(2) An acceptance testing period may occur as a single instance or over a period of time, but should be performed as quickly as possible following the receipt of the product.

(3) For major capital equipment purchases, specific acceptance testing criteria should be developed and incorporated into the contract. Departments must perform the testing according to the criteria established in the agreement for the results to be considered valid and legally enforceable in the event the product is rejected and payments are to be refunded.

17-109 Acceptance Determining

(1) Departments are required to contact the vendor in a timely manner when rejecting products that are over-shipments, defective or for any other non-conformance. Failure to notify the vendor in a timely manner will mean the shipment will be considered "accepted."

17-110 Product Returns for Credit/Refund

(1) When a vendor has shipped items as specified on a purchase order, they have legally complied with their part of the contract and are under no obligation to accept returned items for credit or refund.

(2) When a product is damaged, or is rejected for failing acceptance testing or is not as specified on the PO/BPO, the department should request a Return Authorization Number from the vendor. The shipping label on the returned package must be marked with the Return Authorization Number. Other identifying information should be placed on the outside of the returned package for easy identification.

17-111 Financial Information

(1) The Finance department is responsible for establishing general ledger account numbers, which represent the source of funds (department or function). Account numbers represent the type of revenue or expense to be transacted to each department.

(2) Each department is assigned a general ledger account number(s) in order to detail and control expenditure activity for their area(s) of responsibility. All Purchase Requisitions

must carry the complete account number to be charged in order that required approvals may be obtained prior to its receipt and for proper encumbrance and payment once the process is complete.

17-112 Payment Terms

(1) The City's standard payment terms for purchase orders and demand checks are Net 30 Days from the date of the invoice.

(2) The City's payment terms are determined by the City Manager and Administrative Services Director. Departments do not have authority to change or otherwise accept different payment terms from vendors and contractors. Non-standard payment terms must be reviewed and approved by City Manager prior to entering into any contracts.

17-113 Invoice Approval

(1) Invoices must be approved by the authorizing individual, or his/her designee, for the items invoiced. The authorization requires validation of the correct general ledger account charged for the payment.

(2) Payments must be issues from original invoice, and not a copy or statement. If a copy is all that is provided to accounts payable, it must be stamped "ONLY COPY AVAILABLE" with a reason as to why it is the only copy.

(3) The Accounting Department encumbers all proper purchase orders into the City's Accounts Payable System for matching and payment of invoices. Vendors and contractors are directed to send their invoices either specifically by email or mail to the City's mailing address.

(4) Invoices are entered into the Accounts Payable system upon approval. If the purchase order and corresponding invoice systematically match within predefined tolerances, the invoice will be scheduled for payment in accordance with the payment terms.

(5) Should there be a problem regarding the item or services received under the purchase order, the department is to be notified by the Accounting department to withhold payment until the problem is reconciled.

(6) Since the credit standing of the City is dependent upon its ability to pay its obligations on time, communications between the department and the Accounting Department must be done in a timely manner.

17-114 Payment Methods

(1) The purchase of products and services is accomplished through a variety of different procedures. These procedures are designed to address the great differences in complexity, value, risk and

transaction volumes associated with City purchases. The list below describes the current payment methods:

a. Petty Cash – a fund which supports petty cash disbursements for authorized cash advances and for limited cash reimbursement.

b. City Check – a draft drawn on a City bank account for the procurement of goods and services.

c. Electronic Funds Transfer (EFT) Payments – an electronic payment made directly to a designated vendor account.

d. Procurement Cards (i.e.: Visa, Staples, Costco) - for single transactions in accordance with the individual procurement card for the purchase of discretionary transactions with local retailers, internet companies and travel related services.

SECTION 18 – SURPLUS CITY PROPERTY

18-100 Definition

(1) Surplus City Property is defined as all tangible supplies, materials or equipment to which the City acquired title by means of purchase, donation, grant, or any other lawful means of acquisition that is determined to no longer be used or required by the department in possession.

18-101 Policy

(1) City of Banning, Administrative Policy, requires that Surplus City Property to be reported to the Finance Department, Purchasing Officer, who may then transfer such an item to a surplus pool to be maintained under the supervision of the City Purchasing Officer for reassignment and reuse by City departments.

18-102 Disposal of Surplus City Property

(1) The method used by departments to dispose of Surplus City Property must be approved and coordinated with the City Purchasing Officer. Internal reuse of Surplus City Property by City departments is the preferred method of disposal.

(2) Disposition Methods – Surplus City Property shall be disposed of in one of the following preferred methods:

a. Internal transfer to a claiming department;
b. Sale by City Purchasing Officer;
c. Documented donation of technology and related equipment with a fair market value less than $5,000 per lot to the Department of Education and non-profit organizations;
d. Auction (material value);
e. Recycling; and
f. Waste.

18-103 Receipt for Fair Market Value

(1) In the event that property is not transferred within the City and must be disposed of in another manner, every attempt will be made to receive fair market value for the property.

18-104 City Council Approval

(1) Approval from City Council is required prior to the donation of any Surplus City Property with an estimated market value that exceeds Five Thousand Dollars ($5,000 USD).

SECTION 19 – COMPUTER AND SOFTWARE PURCHASES

19-100 Computer Purchases

(1) For initial personal computer purchases, the following items will be considered as one unit: System unit including disk-drive(s), emulation board, internal/external modems, memory expansion board, co-processor, expansion chassis, cables, additional chips, keyboard monitor and operating system software.

(2) If the following items are acquired at an individual cost of $5,000 or more after the initial purchase of a computer, they will be considered ENHANCEMENTS and coded as equipment:

a. additional disk drives (including replacements if they provide enhancement)

b. emulation board

c. internal/external modems

d. memory expansion board

e. co-processor

f. expansion chassis

g. keyboard

h. monitor

(3) Software will be considered Capital Equipment if it is customized for the City and acquired at a cost of $5,000 or more per unit and has a useful life of more than 3 years.

(4) All requests to purchase electronic equipment, hardware, and software shall be reviewed by the City's Information Technology Division to be vetted for the purpose of determining if the products are supported and/or compatible with the City's pre-existing structures prior to any purchase.

SECTION 20 – LEASING

20-100 Lease / Lease Purchase / Rental Orders (Equipment)

(1) A lease is an agreement conveying the right to use property for a specified time and for a specific amount of money. In a true lease, the property being used remains the sole property of the lessor

(vendor), and the lessee (City) builds no equity in the leased property. A lease/purchase agreement allows the lessee to build equity and purchase the property from the lessor for a nominal amount at the completion of the lease. The term of a lease is fixed in duration and generally not cancelable. A rental agreement is similar to a lease in that the user does not build ownership in the asset. A rental agreement differs from a lease in the length of the agreement (usually less than one year) and the agreement can usually be cancelled by the renter prior to the end of the agreement without penalty.

SECTION 21 – PURCHASING CARDS

21-100 Definition

(1) With the approval of the City Council and under the direction of the City Manager, the City Purchasing Officer shall oversee and administer the City's Purchasing Card Program. Purchasing Cards are City credit cards issued to City of Banning employees authorized by Department Heads to make purchases on behalf of the department in accordance with Purchasing Card Program Policy and Procedures.

21-101 Authorized Use

(1) The Purchasing Card may be used to purchase goods and services for City use only. Using the Card for personal purchases is strictly prohibited. Any employee who willingly uses the Card for personal purchases shall be subject to:
   a. Reimbursing the City for all costs associated with personal purchases;
   b. Having the card immediately revoked;
   c. Possible referral to the City Attorney for collection and prosecution; and
   d. Further disciplinary action and possible termination of employment.

21-102 Responsibilities

(1) Program Administrator – Each department shall have a Purchasing Card Program Administrator. The Program Administrator is responsible for all aspects of their department's participation in the Purchasing Card Program. The Program Administrator works closely with the City Purchasing Officer or designee to answer questions, perform contract administration, account application coordination, card issuance and cancellation, ensure timely monthly submission of receipts and purchase documentation, and administrative training.
(2) Authorized Signer - Department employee authorized to request new cards, modifications to card limits, cancel cards, and assign Approving Officials.
(3) Billing Officials – Department employees responsible for managing the billing, payment and approval processes for department purchases. Billing Officials cannot also be cardholders.
(4) Approving Officials – Department employees authorized to approve payment for purchases made by department cardholders.

(5) Cardholders – City of Banning employees authorized to make Purchasing Card purchases on behalf of their assigned department in accordance with established program policy and procedures and applicable procurement policies and procedures.

21-103 Controls

(1) In addition to the other internal controls and procedures as detailed in the Purchasing Card Program Policies and Procedures, use of City-issued Purchasing Cards are subject to the following controls:
   a. 30-Day Purchase Limit per Card – Each card is established with a monthly, not-to-exceed amount predetermined by the Cardholder's department and approved by the City Purchasing Officer and delegated Agents.
   b. Single Purchase Limit per Card – Each card is established with a single transaction limit to ensure adherence to competitive billing requirements.
   c. Merchant Code Blocking – Every City-issued Purchasing Card is blocked to prohibit the Cardholder from making purchases from certain types of vendors.
   d. Department Heads may impose additional restrictions on goods or services that may not be purchased using the Purchasing Card.

21-104 Adherence to Purchasing Policy

(1) City purchasing policies, as delineated in this Manual, may not be circumvented when using the Purchasing Card. In accordance with City policies and procedures outlined herein, where appropriate, Cardholders are required to obtain the appropriate number of price quotes before making purchases and must document the quotes received with the transaction information and invoice.

SECTION 22 – PETTY CASH DISBURSEMENTS & REPLENISHMENT

22-100 Petty Cash Fund

(1) The petty cash fund in the amount not-to-exceed $250; is established to make low value and urgent need purchases. A custodian of the fund, who is directly responsible for the safekeeping and disbursement of cash, must be appointed by the Administrative Services Director. The original check written to establish the fund, and checks written to replenish it, are made payable to the custodian of the fund. Written instructions detailing the procedures that must be followed in using petty cash funds should be provided to the custodian.
(2) Petty Cash Disbursements – All disbursements must be authorized by the designated authority and indicated by approval signature. Expenses paid from a petty cash fund can only be made for the purpose(s) for which the fund was authorized and must be supported by receipts, which should contain the following information:
   a. Date of purchase or payment;
   b. Name of vendor or other payee;

c. Evidence that a payment was made, i.e., a cash register receipt or an invoice which the indicates that it was "Paid";
d. Amount paid;
e. Description of the goods purchased or of the services provided and
f. Signature indicating receipt of purchases or services.

22-101 Reimbursement of Funds

(1) Reimbursements made to a fund custodian for petty cash expenditures are based on a Check Request which must be supported by purchase receipts.

(2) Such requests must be approved for payment by someone with signature authority who is neither the petty cash fund custodian nor an employee who reports to the fund custodian.

(3) Reimbursement should be requested as needed, but the fund should always be reimbursed by the end of the fiscal year or when it falls below 60% of the total fund.

COMMERCIAL LIABILITY INSURANCE

23-100 Definitions

(1) Commercial General Liability - A broad form of liability insurance usually covering business organizations to protect them against liability claims arising out of their operations. This is a standard insurance requirement with fundamental coverage for bodily injury, property damage, products & completed operations, and personal injury arising from the contractor's activities. CGL policies typically exclude liabilities arising out of professional services and some other risks such as the use of automobiles.
(2) Commercial Automobile Liability - Important for any work or service involving the use of motor vehicles, and a legal requirement for all vehicle owners. If contractors use an automobile in any phase of the work performed for the City, evidence of automobile liability insurance is required. In some cases, consulting firms will not own automobiles and therefore may not purchase automobile liability coverage. However, the firm should obtain coverage for their non-owned and hired automobile exposure. This coverage protects them for claims arising from use of personal or rented vehicles by its principals or employees.
(3) Workers Compensation Liability - All employers must provide this insurance or be registered as a Self-Insured entity with the State. This is not required for sole proprietors or companies that have no employees. Some contractors may be exempt from purchasing workers' compensation insurance. If the City contracts with a sole proprietor of a business, the workers' compensation insurance requirement may be waived by completing the appropriate waiver form.
(4) Professional Liability or Errors and Omissions Liability - Professional liability insurance protects against losses that occur when a "professional" fails to practice his or her art to the usual and customary standards of that profession. There can be risks to the City associated with errors (or

allegations of errors) in the professional's work product or judgment. The types of losses that can occur under such circumstances are often excluded under general liability policies. As an example, if a contractor is merely following blueprints in constructing a building, it would involve only physical work and a general liability policy will suffice. However, if the contractor is a "design-build" firm, or decides that it knows of a better way to construct part of the building, and it alters the blueprints accordingly, then it has crossed the line over into providing "professional" service and would then need Professional Liability coverage to cover a subsequent loss.

(5) Installation Floater Liability - In construction contracts, if the project scope includes construction work other than vertical construction or renovation/addition to a previously existing structure, evidence of Installation Floater Insurance is required. Installation Floaters are similar to Builder's Risk Insurance policies in that they are designed to cover damage to material and equipment to be installed in an 'existing building'. Installation floaters are required from contractors performing a specialized job on an existing building or installing equipment or materials. An example would be a contract to replace the plumbing/fixtures in a bathroom of an existing building. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.

(6) Builder's Risk Liability - In construction or remodeling contracts, the contractor is responsible for direct physical damage to the construction project as well as to construction materials in transit, stored at off-site storage locations and stored at the project site. The contractor, at their own cost and expense, must provide and maintain the applicable property insurance until the work is accepted by the City of Banning. This is done through a specialized property insurance form known as "Builders' Risk Insurance". The City requires evidence of Builder's Risk insurance anytime a contractor is doing vertical construction or renovation/addition to a previously existing structure. Said coverage of Builder's Risk Insurance must be written for 100% of the contract value. Builders' risk insurance is designed to cover buildings and construction materials while in the course of construction against loss or damage caused by a variety of perils, i.e. fire, wind, hail, etc.

(7) Contractors' Pollution Legal Liability or Asbestos Legal Liability - Environmental remediation, asbestos abatement, and other hazardous material operations involve exposures that require pollution legal liability coverage. Some contracts have pollution exposures that are not in the primary scope of work. For example, materials recovery/recycling facilities are rife with hazardous materials exposures, as are landfill operations. Road construction can also include risks of contamination to waterways from runoff or accidents involving hazardous substances. The California Water Bill defines hazardous material as "any material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant presence or potential

hazard to human health and safety, or to the environment." Hazardous materials include, but are not limited to, hazardous substances and hazardous wastes.

(8) Railroad Protective Liability - Required for construction or demolition operations within 50 feet of railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossings. Contractor's railroad protective liability insurance policy should cover both bodily injury and property damage.

(9) Cyber Liability - Cyber and privacy policies cover a business's liability for a data breach in which the firm's customers' personal information, such as Social Security or credit card numbers, is exposed or stolen by a hacker or other criminal who has gained access to the firm's electronic network.

(10) Additional Insured - (required for General Liability & Auto Liability policies): an endorsement to the Commercial General Liability (CGL) policy or Business Auto Liability policy will name the City as an additional insured under the contractor's policy for covered claims arising from their work or activities on our behalf. This status gives the City direct rights under the Contractor's insurance and greatly increases our chances of recovery, especially for our legal defense. This is not required under the WC policy and is not available under E&O policies.

(11) Primary Coverage - for all the insurance policies, the City requires the Contractor's insurance to be the first to cover any claim, with the City's coverage applicable only if the Contractor's is exhausted. An endorsement is generally not required for the standard Business Auto policy as primary insurance language is written into the standard policy form but is recommended for the CGL policy, especially for high risk activities.

(12) Waiver of Subrogation - if an insurer pays a claim, any rights their insured may have to recover all or part of the payment from someone else are transferred to the insurer. That process and the insurer's attempts at reimbursement are called subrogation. The City's insurance requirements should contain a waiver of the Contractor's rights to recover such payments and an endorsement to the WC policy is recommended in most cases.

23-101 Policy

(1) Applicable vendor insurance requirements shall be provided to and approved by the City Manager or his/her designee Prior to the commencement of any services performed by a vendor contracted with the City. Vendors performing services for the City shall provide adequate insurance coverage meeting the minimum obligations required by written contract, or purchase order

(2) Vendors not under contract with the City who are providing on-site services shall meet the City's standard minimum scope and limits of insurance requirements listed herein.

(3) The City Manager or his/her designee reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

23-102 Minimum Scope and Limit of Insurance

(1) Coverage shall be at least as broad as the following for all on-site services:

a. Commercial General Liability "CGL" (required):

Coverage must include products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate. The City must be listed as additional insured via endorsement.

b. Automobile Liability (required):

Limits no less than $1,000,000 per accident for bodily injury and property damage. The City must be listed as additional insured via endorsement.

c. Workers' Compensation (required):

As required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(2) Coverage shall be at least as broad as the following for all on-site or off-site professional services:

a. Professional Liability / Errors & Omissions Insurance:

Required if contractor is expected to provide "professional" services. Limits no less than $1,000,000 per occurrence.

b. Cyber Liability (applicable for certain technology and software services only)

Required if vendor, through its service has access to confidential and sensitive data. Limits no less than $1,000,000 per occurrence.

(3) Insurance requirements are subject to be added, or removed by the City Manager or his/her designee for contracted and non-contracted work performed by any vendor.

23-103 Waiver of City Insurance Requirements

(1) Insurance requirements for vendors providing goods and services may be waived by the City Manager or his/her designee on a case-by-case basis if the vendor establishes to the satisfaction of the City Manager or his/her designee that the cost of obtaining insurance is financially prohibitive, it is impossible to obtain insurance coverage or other justifiable circumstances.

(2) Justification to waive any insurance policy shall be provided in the form of a written request by the requesting City department or vendor, and shall be subject to the review and approval of the City Manager or his/her designee.

23-104 Special Event Insurance Requirements

(1) Applicable vendor insurance requirements shall be provided to and approved by the City Manager or his/her designee Prior to the commencement of any special event.

(2) Low risk event vendors, coordinators, and exhibitors not under contract with the City who are commencing in event related activities on-site shall meet the City's standard minimum scope and limits of low risk event insurance requirements listed in each category herein. Vendors not listed in any of the following categories are still subject to special event insurance requirements at the discretion of the City Manager or his/her designee.

a. Standard minimum scope and limits of low risk vendor event insurance requirements:

i. Category 1 vendors - Coverage shall be at least as broad as the following:

- Commercial General Liability "CGL" (required):

  Coverage must include products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence and $2,000,000 aggregate. The City must be listed as additional insured via endorsement.

ii. Category 2 vendors - Coverage shall be at least as broad as the following:

- Commercial General Liability "CGL" (required):

  Coverage must include products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $1,000,000 per occurrence and $1,000,000 aggregate. The City must be listed as additional insured via endorsement.

iii. Category 3 vendors - Coverage shall be at least as broad as the following:

- No insurance required.

Category 1	Category 2	Category 3
• Alcohol providers • Bleachers • Emergency services • Event organizers • Fencing • Haunted houses • Ice skating rink • Inflatable structures • Mechanical rides • Petting zoo animals (pigs, goats, lambs, etc.) • Portable restrooms	• Commercial vendors • Food booths on-site food preparation • Food trailers on-site food preparation • Food trucks on-site food preparation • Retail vendors • Sponsors with retail products/services • Waste removal	• Arts & crafts vendors • Balloon artists • Bands • Disc jockeys • Entertainment • Individual artists • Informational (only booths • Magicians • Marketing (only) booths • Mimes • Musicians • Performance artists (dance) • Photographers

• Rock walls • Security • Shuttle/bus services • Staging tents • Traffic control companies (barricades)		• Potluck items • Prepackaged food/beverage vendors • Produce vendors (farmers market) • Professional catering • Sponsors marketing purposes (only) • Visual artists (painting) • Other governmental agencies

(3) High risk event vendors, coordinators, and exhibitors not under contract with the City who are commencing in event related activities on-site shall meet the City's special high risk event insurance requirements.

a. Special high risk vendor event insurance requirements:

i. Pyrotechnics, explosive devises, fireworks

- Commercial General Liability "CGL" (required):

  Coverage must include products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000. The City must be listed as additional insured via endorsement.

ii. Carnivals and zoo animals (elephants, tigers, bears, etc.)

- Commercial General Liability "CGL" (required):

  Coverage must include products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $5,000,000. The City must be listed as additional insured via endorsement.

iii. If vehicles are needed/used as part of the event (shuttle/bus, car shows, etc.)

- Automobile Liability (required):

  Limits no less than $1,000,000 per accident for bodily injury and property damage. The City must be listed as additional insured via endorsement.

SECTION 24 – STANDARD FORMS

24-100 Standard Forms

(1) Most recently updated standard purchasing forms can found on the City's intranet.

ADOPTION DATE 06/27/17	FINANCE POLICIES	POLICY NO. B-30
APPROVED BY City Council	POLICY TITLE PROCUREMENT POLICIES & PROCEDURES	AMENDMENT DATE 10/08/2019 (Revision 2)

ARTICLE 7 – GLOSSARY

SECTION 25 – DEFINED TERMS

- **(Using) Department** – A City department that utilizes any supplies, services, or construction procured by City Purchasing Officer.
- **Agent** – An individual authorized by a superior, i.e., principal or officer, to act for him, her, or in his or her authority. In public purchasing, this designation is usually incorporated into policy, statute and ordinance law.
- **Agreement** – Synonymous with Contract. See Contract.
- **Alternative Bid** – A bid submitted in knowing variance from the specifications, terms, conditions or provisions of the solicitation.
- **Amendment** – Synonymous with Modification. See Modification.
- **Arbitration** – A process, non-binding or binding, by which a dispute between two or more contending parties is presented to one or more disinterested parties for a decision; a process whereby a disagreement may be resolved.
- **Architect or Engineer** – Persons or firms providing professional services of an architectural or engineering nature, as well as those providing incidental services that members of these professions and those in their employ may logically or justifiably perform. (Refer to California Government Code §4525).
- **Auto Liability Insurance** – All contractors engaged in services on City property are required to maintain minimum automobile liability insurance of $1 million for each occurrence, naming the City of Banning as an additional insured. Certain high-risk activities require higher limits.
- **Award** – The presentation of a purchase agreement or contract to a bidder or proposer.
- **Best Interest** – The discretionary rationale used by purchasing officials in taking action most advantageous to the jurisdiction when it is impossible to adequately delineate a specific response by law or regulation.
- **Bid** – The offer submitted by a bidder in response to an Initiation for Bid (IFB), a request for quotation, or a multi-step bidding procedure. A bid includes a cost for goods and services to be provided per the specifications included in the bid solicitation issued by the City.
- **Bid Bond** – An insurance agreement in which a third party agrees to be liable to pay a certain amount of money in the event that a specific bidder, if its bid is accepted, fails to accept the contract as bid.
- **Bid Opening** – The formal process through which bids are opened and the contents revealed for the first time to the jurisdiction, other bidders, and usually, to the public.
- **Bid Surety** – A surety bond ensures contract completion in the event of contractor default. City hired contractor (principal) to fulfill a contract and if defaults, the surety company (insurer) is

obligated to find another contractor to complete the contract or compensate the City for the financial loss incurred.

- **Bidders List** – Same as Vendor List; a list maintained by the City Purchasing Officer setting out the names and addresses of suppliers of various goods and services from whom bids, proposals, and quotations can be solicited.
- **Blanket Purchase Order** - A purchase order permitting the buyer to place individual orders or releases to a particular supplier for goods/services for a specified period of time using the same purchase order number.
- **Brand Name** – A name that serves to identify a product of a particular manufacturer; a trade name.
- **Change Order** – Synonymous with Modification.
- **City Council Agenda Report** – A document by which matters are submitted to City Council for consideration during its regular meetings.
- **City Purchasing Officer** – An employee of the City of Banning who is appointed by, trained, and certified under the direction of the Deputy City Manager to act in the capacity to procure goods and/or service Citywide.
- **Collusion** – A secret agreement or cooperation between two or more parties to accomplish a fraudulent, deceitful, or unlawful act.
- **Commercial General Liability (CGL)** – All contractors engaged in services on City property are required to maintain minimum liability insurance of $1 million per occurrence naming the City of Banning as an additional insured. Certain high-risk activities require higher limits.
- **Commodities** – All supplies and all equipment.
- **Competitive Process** – The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery, and/or service.
- **Compliance Monitoring** – A process whereby the City Purchasing Officer selects and reviews procurement transactions conducted by departments for the purpose of ensuring that the City purchasing process is fair, equitable, effective, lawful, and efficient.
- **Confirming Order** – A purchase order written and sent to a vendor to verify that an order which was transmitted orally is authorized.
- **Conflict of Interest** – A situation where the personal interests of a contractor, public official and/or designated employee are/is, or appears to be, at odds with the interests of the jurisdiction.
- **Consent Agenda Items** – Those agenda items, as identified by the City Manager, which are placed in the Section of the City Council agenda for review and approval as a group. Items on the Consent Calendar may be pulled by City Council, City staff, or a member of the public for discussion and individual Council action.
- **Consultant** – A person or firm who provides professional or expert advice and/or recommendations.

- **Contingency** – City Council authorized percentage or specific amount of money which can be added to the base contract amount to provide for small changes to the contract without returning to Council for approval. The percentage granted will not be based on the total amount of the contract, as it may accumulate in subsequent term years, etc., of the contract but will be based on the initial contract amount.
- **Contract** – A written agreement between two or more competent individuals and/or corporate entities to perform or not perform a specific act(s) for compensation. Contract includes all types of government agreements, regardless of what they may be titled for the procurement of supplies, services, or construction.
- **Contract Administration** – The management of various facets of contracts to assure that the contractor's total performance is in accordance with the contractual terms and conditions for all parties thereto.
- **Contractor** – Any person or corporate entity having a contract with a governmental entity.
- **Cooperative Purchase Agreement** – the purchase of goods or services utilizing a form of intergovernmental cooperative purchasing in which one government agency or jurisdiction performs the solicitation and award process for several agencies or jurisdictions, but separate contracts or purchase orders are executed between each participating agency and the vendor.
- **Consulting Services** - Purchase of Service for the purpose of obtaining an intellectual product, e.g. asbestos survey, audit reports, investigative reports, plan reviews, photos, advice, training, parking ticket processing.
- **Debarment** – A shutting out or exclusion, through due process and for cause, e.g., a bidder from a list of qualified prospective bidders.
- **Designated Employees** – Those employees of the City of Banning who are required to file conflict of interest statements because those employees, in the course of their employment make, or participate in the making of decisions which may potentially have a material effect on the financial interest of the employees.
- **Discount** – An allowance or deduction from a normal or list price extended by a seller to a buyer to make the net price more competitive.
- **Discussion Agenda Items** – Those agenda items, as identified by the City Manager, which are placed in the section of the City Council agenda for discussion and individual Council action. All items requiring the Council to select from a slate or a list of recommendation options, among others, are placed on the Discussion Calendar.
- **Dispute** – A difference between a contractor and a jurisdiction over performance or other elements of a contract calling for appropriate administrative action with the intent of achieving a remedial result.
- **Electronic Waste (e-waste)** – An electronic device powered by electricity or a battery that has a printed circuit board or video display attached that has reached the end of its useful life and is being discarded by the user. Examples include: televisions, computers, computer peripherals

and components, hard drives, CD-DVD drives, printers, facsimile machines, copiers, and wireless phones and devices.

- **Emergency** – Situations where the welfare of the City residents are at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City; requires a timely decision that must be made to prevent loss of life, damage to property or facilities, or to mitigate an imminent threat to public health, welfare, or safety.
- **Equal or Equivalent** – A phrase used to indicate the acceptability of products of similar or superior function.
- **Equipment** – Property of a durable nature which retains its identity throughout its useful life.
- **Evaluation Committee** – A committee comprised of three or more individuals that advises and assists in proposal evaluation and award of contract.
- **Evaluation Criteria** – Criteria set forth in the Request for Proposal (RFP) and used by the evaluation committee to score and rank proposers who respond to the procurement solicitation.
- **Express Warranty** – Any affirmation of fact or promise made by a seller to a buyer which relates to the goods and becomes part of the basis of the bargain.
- **Firm Bid** – A bid that binds the bidder until a stipulated time of expiration of the bid.
- **Fixed Assets** – All tangible property costing $5,000 or more per item, including tax, delivery and installation, with a useful life expectancy exceeding one (1) year.
- **Fixed Price Contact** – A contract which provides for a firm price under which the contractor bears the full responsibility for profit or loss.
- **Force Account** – Use of internal (City) labor.
- **Formal Advertising** – The placement of a notice in a newspaper or other publications according to legal requirements to inform the public that the government is requesting bids on a specific purchase it intends to make.
- **Formal Bid Process** – The competitive bid process requiring a public bid opening with the date, time, and location set forth in the bid solicitation.
- **Gratuity** – A payment, loan, subscription, advance deposit of monies, services or anything of more than nominal value presented or promised for consideration of a purchasing decision or recommendation.
- **Guarantee** – To warrant, stand behind, or ensure performance and quality.
- **Incremental Contracting** – Contracting in small segments to avoid competitive bid requirements or City Council approval.
- **Indemnification** – Other party waiver and party protection against incurred loss, damage, or hurt, usually by monetary compensation.
- **Informal Bid** – An unsealed competitive offer conveyed by letter, telephone, telegram, or other means and under conditions different from those required for formal bidding.

- **Insurance** – A contract between a certified insurance firm and the City that provides for monetary payment(s) in the event of damage, loss, accident, or death; also, a contract between a contractor, naming the City as an Additional Insured (AI), for the purpose of reimbursing the City for any loss incurred due to the nature of the work being performed by the contractor.
- **Invitation for Bid (IFB)** – The solicitation document used for competitive sealed bidding for the purchase of equipment, materials, supplies, services, and construction, for which clear specifications can be written.
- **Lead Time** – The period of time from date of order to date of delivery during which the buyer must reasonably allow the vendor to prepare goods for shipment; the period of time needed to process purchase requisitions for bid/proposal solicitation and award of contract.
- **Liquidated Damages** – Parties designate the amount of damages during the formation of a contract for possible injury to collect as compensation upon a specific breach of contract (e.g., late or partially breached performance).
- **Modification** – A written document signed by the City Purchasing Officer that directs the contractor to make or that the City is making changes to the originally signed contract between the parties.
- **Multi-Departmental Contracts** – Contracts issued by the City Purchasing Officer for the purchase of goods and services, which may be used by more than one City department under the condition that the department is named on the contract as an authorized user.
- **Negotiation** – The discussion or correspondence between City and the preferred contractor in order to develop a contract with terms and conditions that serve the best interests of the City and is fair and equitable to the contractor.
- **One-Time Purchases** – Purchases for particular goods or services which cover a particular need. These types of purchases are distinguished from annual or blanket contracts which cover a continuing need of an item or service.
- **Performance Surety** – Synonymous with Bid Surety. See Bid Surety.
- **Petty Cash** – Funds set aside as a cash reserve in a revolving fund for single expenditures of limited nature.
- **Piggy-Back Agreement** - The form of intergovernmental cooperative purchasing in which a public agency requests competitive bids, enters into a contract and arranges, as part of the contract for other public agencies to purchase from the selected vendor under the same terms and conditions as itself. This process eliminates the need to competitively bid the particular item again. May only be used if the public agency received the competitive bids within two years prior to the award of contract under piggy-back.
- **Pre-Bid/Pre-Proposal Conference** – A meeting set up between the City parties issuing a bid/proposal solicitation and the potential bidders/proposers for the purpose of clarifying the bid/proposal solicitation and answering any questions the bidders/proposers may have.

- **Prequalification** – A process used prior to solicitation of bids to determine if potential bidders have the ability to fulfill the contract requirements for which the solicitation will be issued and/or to determine if the potential bidders' products will meet the cost and performance criteria required to meet the City's needs.
- **Prevailing Wage** - Payment of prevailing wages, shall be required on all public works and maintenance contracts of $1,000 or more. When a contract requires this, notification will be included in the call to bid. For purposes of prevailing wage, the applicable definition of "public works" is set forth in Labor Code Section 1720 *et seq*. Note: the definition of "public works" subject to prevailing wage is broader then the definition of "Public Project" for purposes of bidding requirements under the UPCCAA and the Public Contract Code.
- **Professional Services** - All services performed by persons in a professional occupation, including but not limited to, consulting and performance services for accounting, auditing, computer hardware and software support, engineering, architectural, planning, environmental, redevelopment, financial, economic, personnel, social services, legal, management, communication and other similar professional functions which may be necessary for the operation of the city.
- **Proposal** – The executed document submitted by a proposer in response to a Request for Proposal (RFP). A proposal includes a detailed description of the goods and/or services to be provided to the City per the scope of work included in the RFP, including but not limited to cost, time frame for completion of work or delivery of goods, and method of accomplishment of services.
- **Proprietary Product** – An item or service that must meet particular restrictive specifications, but may be available from multiple sources.
- **Public Works Contract** – An agreement for a "Public Project", as that term is defined in Public Contracts Code, §22002 and Banning Municipal Code Section 3.24.020.
- **Purchase Order** - Formal, contractual documents requesting the delivery of specific goods, equipment, or services and promising payment therefor. They are issued by the purchasing officer and must be used in conjunction with formal contracts or else as provided in this chapter as stand-alone documents for all city purchases with the exception of purchases made pursuant to short form purchase orders or other methods consistent with the policies and procedures.
- **Rejection of Bid** – The non-acceptance of submitted bid(s).
- **Request for Proposal (RFP)** – The solicitation document which includes a scope of work and terms and conditions used to secure proposals for services or goods not clearly defined by the City in terms of exact specifications or manner of delivery of services or where price is not the sole selection criteria.
- **Request for Qualifications (RFQ)** – A document that describes the project or services required and solicits qualifications for potential vendors or contractors for purposes of evaluating those qualifications for screening purposes or for award of contract.

- **Responsible Bidder** – A bidder who has the capability in all respects to perform in full the contract requirements and who has the integrity and reliability which will assure a good faith performance.
- **Responsive Bidder** – A bidder whose bid conforms in all material respects to the terms and conditions, the specifications and all other requirements of the respective solicitation.
- **Services** – The furnishing and delivery of labor, time, or effort by a contractor/consultant involving specific performance.
- **Short Form Purchase Orders** - Formal documents that provide a method whereby department directors, or designee may purchase non repetitive, low volume, low-cost goods or services valued at less than five thousand dollars.
- **Sole Source** – An award for a commodity or service to the only known capable supplier, occasioned by the unique nature of the requirement, the supplier, or market conditions.
- **Solicitation** – A good faith effort to obtain a bid or proposal for the provision of goods and/or services.
- **Specification** – A description of what the purchaser seeks to buy, and consequently, what a bidder/proposer must be responsive to in order to be considered for award to a contract.
- **Standard** – A characteristic or set of characteristics for an item that, for reasons of performance level, compatibility or interchangeability with other products, etc., is generally accepted by producers and by users of the items as a requested characteristic of all items for the designated purpose.
- **Subcontractor** – Any person undertaking part of the work under the terms of the contract, by virtue of the agreement with the contractor.
- **Supplier** – An actual or potential contractor; a vendor.
- **Terms and Conditions** – A general reference applied to the provisions under which bids/proposals must be submitted and which are applicable to most purchase contracts.
- **Terms of Payment** – Methods and timelines by which the City must render payment under a purchase agreement.
- **Waiver of Bid** – A process authorized by law or rule whereby the City Purchasing Officer may procure items without competitive bidding procedures because of unique circumstances related to a particular need or procurement.
- **Waiver of Mistake or Informality** – The act of disregarding errors or technical nonconformities in the bid/proposal which do not go to the substance of the bid/proposal and will not adversely affect the competition between bidders/proposers.
- **Warranty** – A representation of utility, condition, and durability made by a bidder or proposer for a product offered.
- **Worker's Compensation Insurance** - All contractors engaged in service on behalf of the City are required to maintain Worker's Compensation Insurance in accordance with the provisions of the State of California, including a waiver of subrogation rights against the City.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Douglas Schulze, City Manager**
PREPARED BY:	**Emery Papp, Senior Planner** **Adam Rush, Community Development Director**
MEETING DATE:	**May 14, 2024**
SUBJECT:	**Consideration of Amending the City of Banning Municipal Code Requirements for Cannabis Businesses**

RECOMMENDATION:

Discuss and consider amendments to the City of Banning Municipal Code requirements for cannabis businesses, and provide direction to Community Development Department staff.

BACKGROUND:

The City Council and the Planning Commission each act in their individual capacities as a decision-making body and a recommending body, respectively, for approval of cannabis business related entitlements under Title 17 of the Banning Municipal Code (BMC), otherwise referred to as the "Zoning Code." Cannabis businesses are unique in the sense that they require adherence to State requirements through the California Department of Cannabis Control, as well as Banning Municipal Code (BMC) requirements set out in Title 3 - Revenue and Finance; Title 5 - Business Licenses and Regulations; and Title 17 - Zoning of the BMC. Pertinent Sections of the BMC concerning cannabis businesses are attached to this report.

Since adoption of the first cannabis ordinance which established a process allowing for cannabis businesses to operate in the City of Banning, three retail cannabis stores have opened, two indoor cultivation facilities were approved with one operating for approximately two (2) years, one manufacturing and distribution facility was approved and is open, and two requests for an indoor cultivation facilities were denied by the City Council. The City continues to receive inquiries regarding additional retail cannabis locations, indoor cultivation facilities, and for cannabis microbusinesses; however, no current applications are on file. The City currently has a limit on the number of retail cannabis establishments, which is set at 1 retailer per 10,000 residents. As the City's population continues to increase, the public and the City Council have expressed concern regarding the number of retail outlets in the City of Banning. Concerns regarding odor emanating from cultivation facilities continues to remain.

Discussion Items:

Staff is seeking discussion and guidance from the City Council regarding potential amendments to the Banning Municipal Code related to cannabis businesses in the following areas:

1. Number of Retail Cannabis Locations. Does the City Council wish to keep the existing ratio of 1:10,000; or set a finite cap on the number of retail establishments allowed? If placing a finite cap, by what metric(s) shall staff evaluate in setting the desired number of retail cannabis

establishments?

2. Potential increase in Number of Retail Cannabis Establishments. Should the City Council consider: a) Allowing retail establishments to locate into other commercial zones? Currently, retail cannabis establishments are only permitted in the Highway Serving Commercial (HSC) Zoning District; b) Continue with "Cannabis Lottery" format for consideration of new retail cannabis establishments?; c) Evaluate new applicants on a first-come, first-served basis?; d) Evaluate new applicants on a merit-based evaluation system?; e) Increase/decrease the 1,000 linear-foot minimum distance separating existing retail cannabis establishments and from newly proposed cannabis retail business?; f) Should any proposed distance separation be measured from property line to property line, door to door, "as the crow flies" (in a straight line, crossing physical barriers such as walls and streets), or along an accessible path of travel (going around physical barriers)?; g) Should the existing requirement for separation of 200 feet from residential uses be revisited?
3. Indoor Cultivation/Manufacturing Facilities. There is currently one indoor cultivation facility and one manufacturing/distribution facility operating in the City of Banning and another cultivation facility has been entitled but is not yet operational. An application for a cultivation facility was recently denied by the City Council based on its proximity to residential uses, concerns regarding building height and design, and concerns regarding odors potentially emanating from the facility. As a result of these actions, should the City Council consider: a) a distance separation (setback) from an industrial cannabis business to nearby residential uses, and if so, by what metric(s) will this distance be determined?; b) Limitations on building height in proximity of residential uses?; c) Physical barriers separating industrial cannabis businesses from residential uses such as fences, walls, berms, additional landscaping, etc.?; d) Require certified air handling/HVAC engineers to prepare an odor control plan for submittal and review as part of the Conditional Use Permit application process?
4. Cannabis Microbusiness Establishments. Cannabis microbusinesses are currently allowed in the Business Park (BP) and Industrial (I) zones only. Applications for Microbusinesses currently require at least 3 of the 4 types of activities to qualify as a microbusiness which include: retail establishments, manufacturing, cultivation, and distribution. The "cap" on retail does not apply to cannabis microbusinesses that contain a retail component. As standalone retail cannabis establishments are currently only permitted in the HSC Zone, should the City consider: a) Continue to authorize future microbusinesses to include a retail component?; b) Expanding opportunities for microbusinesses by allowing them in the HSC Zone or General Commercial (GC) Zone?; c) If expanding microbusinesses into the HSC and GC Zones, should there be a physical separation from other cannabis retail establishments or residential uses?
5. Design Guidelines. Should the City Council consider adopting ***additional*** design guidelines for cannabis businesses to reduce impacts on surrounding land uses, including: a) Increased physical separation from residential and other sensitive uses such as walls and fences, landscaping and berming? This would primarily apply to cultivation, but also retail, microbusiness, and manufacturing uses as well; b) Distance separations from other cannabis businesses and sensitive uses (e.g., daycares, schools, churches, parks/playgrounds, senior facilities)? NOTE: Small Family Daycares (SFD) can exist within residential neighborhoods without direct knowledge by City staff.; c) Building height and form when adjacent to residential development and other sensitive uses?; d) Air handling and odor control?

JUSTIFICATION:

It is the intent of this discussion to fully vet the types of cannabis businesses permitted by the City of Banning, identify how City staff will evaluate the merits of cannabis business applications, and enhance the City's community engagement regarding all cannabis related businesses. This will be achieved through public discussion at City-noticed public meetings and future public hearings serving to increase transparency and awareness of proposed BMC amendments, express to the citizens of Banning that their concerns have been heard, and that steps are being taken to address those concerns, and to provide additional opportunities for public input, discourse, and participation.

Per City Council discussion and direction to staff, City staff will prepare an ordinance amending

applicable provisions of the BMC that endeavors to strike a balance between the needs of the residents and citizens of the City of Banning, the needs of the business community, and the desire of the City Council.

FISCAL IMPACT:

The preparation of this Staff Report was prepared by the Community Development staff under the normal course of duties and responsibilities. No additional costs were incurred. If and when the City Council initiates a Zoning Text Amendment (ZTA) to modify and incorporate changes to the City's Cannabis Business program, an Ordinance will need to be drafted by the City Attorney's Office, reviewed by the Community Development Department and the City Manager and then scheduled before the Planning Commission at a public hearing for their review, input, and recommendation to the City Council. At the time that an Ordinance is considered by the Council, another public hearing will occur during the introduction and first reading of the ordinance, and then a second reading is required. This process will require the support of City Staff (namely the Community Development Department, Deputy City Clerk, City Attorney, and City Manager). A specific dollar amount is unknown at this time, however, preliminary estimates for City Attorney are approximately $5,000 to $12,500 in legal costs, with an additional $7,500 to $15,000 in total staff support costs The anticipated time frame for completion of amendments to the Banning Municipal Code for cannabis businesses is expected to take from six (6) to eight (8) months. Both the costs and time frame are widely subject to change, based upon the degree and complexity of input requested by the City Council.

ALTERNATIVES:

1. Provide direction to staff regarding additional research, but delay initiation of the amendment.
2. Continue this item off calendar and without discussion.

ATTACHMENTS:

1. Chapter_3.15___CANNABIS_RETAILER_TAX.docx
2. Chapter_3.17___CANNABIS_INDUSTRIAL_TAX.docx
3. Chapter_5.33___CANNABIS_RETAILER_REGULATORY_PERMITS.docx
4. Chapter_5.34___MARIJUANA_CULTIVATION.docx
5. Chapter_5.35___CANNABIS_REGULATORY_PERMITS.docx
6. 17.08.020 Residential Uses.docx
7. 17.12.020 Commercial Uses.docx
8. 17.53 CANNABIS_CONDITIONAL_USE_PERMITS.docx
9. 17.54___CANNABIS_RETAILER_CONDITIONAL_USE_PERMITS.docx

Chapter 3.15 CANNABIS RETAILER TAX

3.15.010 Purpose.

This chapter shall be known as the cannabis retailer tax. It is the intent of the voters to permit the collection of such tax at the maximum rate allowed by state law from every cannabis retailer operating in the city regardless of whether the cannabis business is operating lawfully under state or local law. Nothing in this chapter shall be interpreted to authorize or permit any commercial cannabis activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

(Ord. No. 1528, § 2, 12-11-18)

3.15.020 Definitions.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer, (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses. Any term used in this definition that is not defined herein shall have the same definition as set forth in Section 3.17.020.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Cannabis retailer" means a business that engages in the retail sale and delivery of cannabis or cannabis products to customers.

"City" means the City of Banning.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a licensing authority.

"Delivery" means the commercial transfer of cannabis or cannabis products to a customer. "Delivery" also includes the use by a retailer of any technology platform owned and controlled by the cannabis retail business.

"Gross receipts" means the total amount of the sale price of all sales and the total amount charged or received for the performance of any act, service or employment of whatever nature it may be for which a charge is made or credit allowed, whether or not such act, service or employment is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Included in gross receipts shall be all receipts, cash, credits and property of any kind or nature, and any amount for which credit is allowed by the seller to the purchaser

without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from gross receipts shall be cash discounts allowed and taken on sales, any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser, and such part of the sale price of the property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Tax administrator" means the finance manager of the City of Banning, his or her designee(s), or any other city officer charged with the administration of the provisions of this chapter.

(Ord. No. 1528, § 2, 12-11-18; Ord. No. 1577 , § 3, 9-28-21)

3.15.030 Tax imposed on cannabis retailers.

A. There is established and imposed upon each person who is engaged in business as a cannabis retailer an annual tax at the rates set forth in this chapter.

B. Every person operating a cannabis retailer shall pay to the city an annual tax in an amount equal to ten percent of the business' gross receipts.

C. This chapter is enacted solely to raise revenue for unrestricted general revenue and municipal purposes and is intended to be a general tax and is not a special tax. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund to finance the general operations of the city. Such operations may include, but are not limited to: paying for basic or enhanced law enforcement or public safety services, park, recreational, and senior services, neighborhood preservation, community services, code enforcement, infrastructure improvement and maintenance, and other such general services.

D. Every person operating a cannabis microbusiness shall pay a tax based on each component of their business (retail, manufacturing, distribution, and cultivation). For example, a cannabis microbusiness shall pay to the city the tax rates that are currently set as follows and that may be modified from time to time pursuant to Sections 3.15.050 and 3.17.050: ten percent of the gross receipts for the retail component of the business as set forth in Section 3.15.030(B); ten percent of the gross receipts for the manufacturing component of the business as set forth in Section 3.17.030(C); ten percent of the gross receipts for the distribution component of the business as set forth in Section 3.17.030(C); and for the cultivation component of the business, five dollars per square foot of canopy space for the first year that the cannabis microbusiness is in business, and ten dollars per square foot of canopy space for the second year, and every year thereafter that the cannabis microbusiness is in business, as set forth in Section 3.17.030(B) and as modified by Section 3.17.050(C). For purposes of this subsection, a cannabis microbusiness is considered in business from the date the cannabis microbusiness obtains its certificate of occupancy. In the event of a conflict between the tax imposed by this Section and a modified tax imposed by Sections 3.15.050 or 3.17.050, the tax rates set forth in Sections 3.15.050 and 3.17.050 shall prevail.

(Ord. No. 1528, § 2, 12-11-18; Ord. No. 1577 , § 4, 9-28-21)

3.15.040 Tax can be spent for unrestricted general revenue purposes.

The tax revenue generated from the taxes established by this chapter can be spent for unrestricted general revenue purposes.

(Ord. No. 1528, § 2, 12-11-18)

3.15.050 Modifications to tax.

A. Notwithstanding Elections Code Section 9217, or the tax rate of ten percent of gross receipts of a cannabis retailer, the city council may, in its discretion without the vote of the people of Banning, do any of the following:

   1. Reduce the tax rate for a cannabis retailers;

   2. Increase any tax rates established by this chapter, not to exceed the maximum tax rate of fifteen percent of gross receipts for a cannabis retailer;

   3. Increase any rates if they had previously been reduced below such rate; and

   4. Establish a class of persons that is exempt or excepted from the tax or discontinue any such exemption or exception.

B. In no event shall the city council increase any rates in excess of those rates specified in this chapter without approval by a majority of the voters voting in an election on the increase.

(Ord. No. 1528, § 2, 12-11-18)

3.15.060 Reporting and remittance of tax.

A. The cannabis retailer tax imposed by this chapter shall be imposed on a fiscal year basis and shall be due and payable annually.

B. Each person owing a cannabis retailer tax shall, on or before the last day of the month following the close of each fiscal quarter, prepare and submit a tax statement on the form prescribed by the tax administrator and remit to the tax administrator the tax due.

C. Tax statements and payments for all outstanding taxes owed to the city are immediately due to the tax administrator upon cessation of a cannabis retailer for any reason.

D. The tax administrator may, at his or her discretion, establish shorter reporting and payment periods for any cannabis retailer tax.

(Ord. No. 1528, § 2, 12-11-18)

3.15.070 Payments and communications—Timely remittance.

A. Whenever any payment, statement, report, request or other communication is due, it must be received by the tax administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date falls on Saturday, Sunday holiday, or a day city hall is closed, the due date shall be the next regular business day on which city hall is open to the public.

B. Unless otherwise specifically provided under other provisions of this chapter, the taxes required to be paid pursuant to this chapter shall be deemed delinquent if not received by the tax administrator on or before the due date.

(Ord. No. 1528, § 2, 12-11-18)

3.15.080 Notice not required by the city.

The tax administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this chapter. The tax administrator may, as a courtesy, send a tax notice to the cannabis retailer. Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this chapter.

(Ord. No. 1528, § 2, 12-11-18)

3.15.090 Non-payment of tax; penalties and interest.

A. Any person who fails or refuses to pay any tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest established by resolution of the city council. This penalty provision shall not be construed to preclude or limit the enforcement of the penal provision of this chapter.

B. Whenever a check or electronic payment is submitted as payment for a tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this chapter, and any other amount allowed under state law.

(Ord. No. 1528, § 2, 12-11-18)

3.15.100 Refund procedures.

A. No refund shall be made of any tax collected pursuant to this chapter, except as provided in this section. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of a cannabis retail business.

B. Whenever the amount of any cannabis retailer tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the city under this chapter, it may be refunded to the taxpayer who paid the tax, or credited towards a future tax liability, provided that a written claim for refund is filed with the tax administrator within one year of the date the tax was originally due and payable.

C. The tax administrator shall have the right to examine and audit all the books and business records of the claimant to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the tax administrator to do so.

D. If the cannabis retailer tax was erroneously paid and the error is attributable to the city, the city shall refund the amount of tax erroneously paid up to one year from when the error was identified.

(Ord. No. 1528, § 2, 12-11-18)

3.15.110 Administration of tax.

A. It shall be the duty of the tax administrator to collect the taxes, penalties, fees, and perform the duties required by this chapter.

B. For purposes of administration and enforcement of this chapter generally, the tax administrator may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The tax administrator may take such administrative actions as needed to administer the tax, including, but not limited to:

1. Providing to all cannabis retailers forms for the reporting of the tax;
2. Receiving and recording all taxes remitted to the city as provided in this chapter;
3. Maintaining records of taxpayer reports and taxes collected pursuant to this chapter;
4. Assessing penalties and interest to taxpayers pursuant to this chapter;
5. Determining amounts owed and enforcing collection pursuant to this chapter; and
6. Establishing a reasonable process, including set times and secure conditions, whereby taxpayers can pay the taxes imposed by this chapter.

(Ord. No. 1528, § 2, 12-11-18)

3.15.120 Enforcement—Action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this chapter shall be deemed a debt owed to the city. Any person owing money to the city under the provisions of this chapter shall be liable in an action brought in the name of the city for the recovery of such debt. The provisions of this chapter shall not be deemed a limitation upon the right of the city to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this chapter or the failure to comply with any of the provisions of this chapter.

(Ord. No. 1528, § 2, 12-11-18)

3.15.130 Audit and examination of records.

A. The tax administrator shall have the power to audit and examine all books, records, accounts, inventory and onsite operations of cannabis retailers, including examination of both state and federal income tax returns, sales tax returns, or other evidence documenting the gross receipts of persons engaged in cannabis businesses, and, where necessary, all equipment for the purpose of ascertaining the amount of the cannabis retailer tax, if any, required to be paid by the provisions hereof, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this chapter.

B. It shall be the duty of every person liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of the later of four years from the due date of the return or the date the return is filed, all records as may be necessary to determine the amount of such tax as he or she may have been liable to pay to the city, which records the tax administrator or his/her duly authorized designee shall have the right to inspect at all reasonable times. All records for any period being audited by the city shall be retained until the audit is complete.

(Ord. No. 1528, § 2, 12-11-18)

3.15.140 Other licenses, permits, fees.

A. This chapter does not authorize or permit cannabis retailers to operate in the city. Cannabis retailers shall comply with the zoning requirements set forth in chapter 17.54 of this Code and must have a valid cannabis conditional use permit issued by the city council to operate in the city. Cannabis retailers shall also comply with the regulations set forth in chapter 5.33 of this Code and must have a valid cannabis regulatory permit

issued by the city manager to operate in the city. A cannabis retailer subject to the provisions of this chapter shall also be subject to the business tax requirements set forth in chapter 5.04 of this Code.

B. Nothing contained in this chapter shall be deemed to repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any other provision of this Code or any other ordinance or resolution of the city, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other chapter of this Code or any other ordinance or resolution of the city. Any references made or contained in any other chapter of this code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other chapters of this Code.

(Ord. No. 1528, § 2, 12-11-18)

3.15.150 Payment of tax does not authorize unlawful business.

A. The payment of a cannabis retailer tax required by this chapter, and its acceptance by the city, shall not entitle any person to operate a cannabis retailer unless the person has complied with all of the requirements of this Code, including obtaining a cannabis regulatory permit and a cannabis conditional use permit, and all other applicable state laws.

B. No tax paid under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful cannabis retailer, or any cannabis business in violation of any local or state law.

(Ord. No. 1528, § 2, 12-11-18)

3.15.160 Appeals procedures.

Any taxpayer aggrieved by any decision of the tax administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this chapter may appeal to the city manager by filing a notice of appeal with the city clerk within thirty days of the serving or mailing of the determination of tax due. The city clerk shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to the taxpayer at the last known place of address. The finding of the city manager shall be final and conclusive and shall be served upon the taxpayer in the manner prescribed by this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

(Ord. No. 1528, § 2, 12-11-18)

3.15.170 Amendments.

A. This chapter may be amended by the city council without a vote of the people. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment provision that would increase the rate of any tax levied pursuant to this chapter or extend the tax to a cannabis business that is not included in this chapter. The people of the city affirm that the following actions shall not constitute an increase of the rate of a tax:

1. The restoration of the rate of the tax to a rate that is no higher than that set by this chapter, if the city council has acted to reduce the rate of the tax;

2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as such interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this chapter;

3. The establishment of a class of persons that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this chapter);

4. The collection of the tax imposed by this chapter, even if the city had, for some period of time, failed to collect the tax; and

5. The deletion, restoration, relocation, renumbering, amendment or alteration of the provisions of this chapter and any provision of the Code affected by this chapter, provided that such action does not establish any new tax or increase any existing tax.

B. The city council may delete, restore, relocate, renumber, amend or alter any of the provisions of this chapter and any provision of this Code affected by the ordinance from which this chapter is derived, provided that such action does not establish any new tax or increase any existing tax.

(Ord. No. 1528, § 2, 12-11-18)

Chapter 3.17 CANNABIS INDUSTRIAL TAX[1]

3.17.010 Purpose.

This chapter shall be known as the cannabis business tax. It is the intent of the voters to permit the collection of such tax at the maximum rate allowed by state law from every commercial cannabis cultivation, manufacturing, distribution, and laboratory testing facility operating in the city regardless of whether the cannabis business is operating lawfully under state or local law. Nothing in this chapter shall be interpreted to authorize or permit any commercial cannabis activity that would not otherwise be legal or permissible under laws applicable to the activity at the time the activity is undertaken.

(Ord. No. 1527, § 2, 12-11-18; Ord. No. 1567 , § 3, 11-3-20)

3.17.020 Definitions.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by section 11018.5 of the Health and Safety Code.

"Cannabis business" means a cultivation facility, laboratory testing facility, manufacturing facility, or distribution facility.

"Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer (as defined in Section 3.15.020), (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Canopy space" means the designated areas at a cultivation facility that will contain mature plants at any point in time.

"City" means the City of Banning.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a licensing authority.

[1]Editor's note(s)—Ord. No. 1567 , § 2, adopted Nov. 3, 2020, changed the title of Ch. 3.17, from "Cannabis Commercial Cultivation, Manufacturing, and Laboratory Testing Facilities Tax" to read as herein set out.

"Cultivation facility" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

"Distribution facility" means a business that transports cannabis and cannabis products between state licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

"Gross receipts" means the total amount of the sale price of all sales and the total amount charged or received for the performance of any act, service or employment of whatever nature it may be for which a charge is made or credit allowed, whether or not such act, service or employment is done as a part of or in connection with the sale of materials, goods, wares, or merchandise. Included in gross receipts shall be all receipts, cash, credits and property of any kind or nature, and any amount for which credit is allowed by the seller to the purchaser without any deduction therefrom on account of the cost of the property sold, the cost of the materials used, labor or service costs, interest paid or payable, or losses or other expenses whatsoever. Excluded from gross receipts shall be cash discounts allowed and taken on sales, any tax required by law to be included in or added to the purchase price and collected from the consumer or purchaser, and such part of the sale price of the property returned by purchasers upon rescission of the contract of sale as is refunded either in cash or by credit.

"Testing laboratory facility" means a laboratory, facility, or entity in the state that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.
2. Licensed by the bureau.

"Manufacturing facility" means a location that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

"Tax administrator" means the finance manager of the City of Banning, his or her designee(s), or any other city officer charged with the administration of the provisions of this chapter.

(Ord. No. 1527, § 2, 12-11-18; Ord. No. 1567 , § 4, 11-3-20; Ord. No. 1577 , § 5, 9-28-21)

3.17.030 Tax imposed on commercial cannabis cultivation, manufacturing, distribution, and testing laboratory facilities.

A. There is established and imposed upon each person who is engaged in business as a cannabis business an annual cannabis business tax at the rates set forth in this chapter.

B. Every person operating a cultivation facility shall pay to the city an annual cannabis business tax in an amount that is equal to fifteen dollars per square foot of canopy space. The city council, in its discretion, may adjust the tax rate up to a maximum rate of twenty-five dollars per square foot of canopy space.

C. Every person operating a manufacturing facility, distribution facility, or a testing laboratory facility shall pay to the city an annual cannabis business tax in an amount equal to ten percent of the facility's gross receipts.

D. Every person operating a cannabis microbusiness shall pay a tax based on each component of their business. For example, a cannabis microbusiness shall pay to the city the tax rates that are currently set as follows and that may be modified from time to time pursuant to Sections 3.15.050 and 3.17.050: ten percent of the gross receipts for the retail component of the business as set forth in Section 3.15.030(B); ten percent of the gross

receipts for the manufacturing component of the business as set forth in Section 3.17.030(C); ten percent of the gross receipts for the distribution component of the business as set forth in Section 3.17.030(C); and for the cultivation component of the business, five dollars per square foot of canopy space for the first year that the cannabis microbusiness is in business, and ten dollars per square foot of canopy space for the second year, and every year thereafter that the cannabis microbusiness is in business, as set forth in Section 3.17.030(B) and as modified by Section 3.17.050(C). For purposes of this subsection, a cannabis microbusiness is considered in business from the date the cannabis microbusiness obtains its certificate of occupancy. In the event of a conflict between the tax imposed by this section and a modified tax imposed by Sections 3.15.050 or 3.17.050, the tax rates set forth in Sections 3.15.050 and 3.17.050 shall prevail.

E. This chapter is enacted solely to raise revenue for unrestricted general revenue and municipal purposes and is intended to be a general tax and is not a special tax. All of the proceeds from the tax imposed by this chapter shall be placed in the city's general fund to finance the general operations of the city. Such operations may include, but are not limited to: paying for basic or enhanced law enforcement or public safety services, park, recreational, and senior services, neighborhood preservation, community services, code enforcement, infrastructure improvement and maintenance, and other such general services.

(Ord. No. 1527, § 2, 12-11-18; Ord. No. 1567 , §§ 5, 6, 11-3-20; Ord. No. 1577 , § 6, 9-28-21)

Editor's note(s)—Ord. No. 1567 , § 5, adopted Nov. 3, 2020, changed the title of § 3.17.030 from "Tax imposed on commercial cannabis cultivation, manufacturing and testing laboratory facilities" to read as herein set out.

3.17.040 Tax can be spent for unrestricted general revenue purposes.

The tax revenue generated from the taxes established by this chapter can be spent for unrestricted general revenue purposes.

(Ord. No. 1527, § 2, 12-11-18)

3.17.050 Modifications to tax.

A. Notwithstanding Elections Code Section 9217, or the tax rate of fifteen dollars per square foot of canopy space for a cultivation facility or the tax rate of ten percent of gross receipts of a manufacturing facility, distribution facility, or testing laboratory facility, the city council may, in its discretion without the vote of the people of Banning, do any of the following:

1. Reduce the tax rate for these cannabis businesses;
2. Increase any tax rates established by this chapter, not to exceed the maximum tax rate of twenty-five dollars per square foot of canopy space for a cannabis cultivation facility and not to exceed ten percent of gross receipts of a cannabis manufacturing, distribution, or testing laboratory facility;
3. Increase any rates if they had previously been reduced below such rate; and
4. Establish a class of persons that is exempt or excepted from the tax or discontinue any such exemption or exception.

B. In no event shall the city council increase any rates in excess of those rates specified in this chapter without approval by a majority of the voters voting in an election on the increase.

C. Effective November 3, 2020, the city council has reduced the tax rate for cannabis cultivation facilities from the rate set forth in subsection A above, to the following new rates:

1. Five dollars per square foot of canopy space for the first year that the cultivation facility is in business. For purposes of this Section, a cultivation facility is considered in business from the date the cultivation facility obtains its certificate of occupancy; and

2. Ten dollars per square foot of canopy space for the second year, and every year thereafter, that the cultivation facility is in business.

(Ord. No. 1527, § 2, 12-11-18; Ord. No. 1564 , § 2, 6-23-20; Ord. No. 1567 , § 7, 11-3-20)

3.17.060 Exemption from tax.

The provisions of this chapter shall not apply to personal cannabis cultivation as defined in the Medicinal and Adult-Use Cannabis Regulation and Safety Act or any subsequent state legislation regarding the same. This chapter shall not apply to personal use of cannabis that is specifically exempted from state licensing requirements, that meets the definition of personal use or equivalent terminology under state law, and for which the individual receives no compensation whatsoever related to that personal use.

(Ord. No. 1527, § 2, 12-11-18)

3.17.070 Reporting and remittance of tax.

A. The cannabis business tax imposed by this chapter shall be imposed on a fiscal year basis and shall be due and payable annually.

B. Each person owing a cannabis business tax shall, on or before the last day of the month following the close of each fiscal quarter, prepare and submit a tax statement on the form prescribed by the tax administrator and remit to the tax administrator the tax due.

C. Tax statements and payments for all outstanding taxes owed to the city are immediately due to the tax administrator upon cessation of a cannabis business for any reason.

D. The tax administrator may, at his or her discretion, establish shorter reporting and payment periods for any cannabis business tax.

(Ord. No. 1527, § 2, 12-11-18)

3.17.080 Payments and communications—Timely remittance.

A. Whenever any payment, statement, report, request or other communication is due, it must be received by the tax administrator on or before the final due date. A postmark will not be accepted as timely remittance. If the due date falls on Saturday, Sunday holiday, or a day City Hall is closed, the due date shall be the next regular business day on which City Hall is open to the public.

B. Unless otherwise specifically provided under other provisions of this chapter, the taxes required to be paid pursuant to this chapter shall be deemed delinquent if not received by the tax administrator on or before the due date.

(Ord. No. 1527, § 2, 12-11-18)

3.17.090 Notice not required by the city.

The tax administrator is not required to send a delinquency or other notice or bill to any person subject to the provisions of this chapter. The tax administrator may, as a courtesy, send a tax notice to the cannabis business.

Failure to send such notice or bill shall not affect the validity of any tax or penalty due under the provisions of this chapter.

(Ord. No. 1527, § 2, 12-11-18)

3.17.100 Non-payment of tax; penalties and interest.

A. Any person who fails or refuses to pay any cannabis business tax required to be paid pursuant to this chapter on or before the due date shall pay penalties and interest established by resolution of the city council. This penalty provision shall not be construed to preclude or limit the enforcement of the penal provision of this chapter.

B. Whenever a check or electronic payment is submitted as payment for a cannabis business tax and the payment is subsequently returned unpaid by the bank for any reason, the taxpayer will be liable for the tax amount due plus any fees, penalties and interest as provided for in this chapter, and any other amount allowed under state law.

(Ord. No. 1527, § 2, 12-11-18)

3.17.110 Refund procedures.

A. No refund shall be made of any tax collected pursuant to this chapter, except as provided in this section. No refund of any tax collected pursuant to this chapter shall be made because of the discontinuation, dissolution, or other termination of a cannabis business.

B. Whenever the amount of any cannabis business tax, penalty or interest has been overpaid, paid more than once, or has been erroneously collected or received by the city under this chapter, it may be refunded to the taxpayer who paid the tax, or credited towards a future tax liability, provided that a written claim for refund is filed with the tax administrator within one year of the date the tax was originally due and payable.

C. The tax administrator shall have the right to examine and audit all the books and business records of the claimant to determine the eligibility of the claimant to the claimed refund. No claim for refund shall be allowed if the claimant refuses to allow such examination of claimant's books and business records after request by the tax administrator to do so.

D. If the cannabis business tax was erroneously paid and the error is attributable to the city, the city shall refund the amount of tax erroneously paid up to one year from when the error was identified.

(Ord. No. 1527, § 2, 12-11-18)

3.17.120 Administration of tax.

A. It shall be the duty of the tax administrator to collect the taxes, penalties, fees, and perform the duties required by this chapter.

B. For purposes of administration and enforcement of this chapter generally, the tax administrator may from time to time promulgate such administrative rules and procedures consistent with the purpose, intent, and express terms of this chapter as he or she deems necessary to implement or clarify such provisions or aid in enforcement.

C. The tax administrator may take such administrative actions as needed to administer the tax, including but not limited to:

    1. Providing to all cannabis businesses taxpayers forms for the reporting of the tax;

2. Receiving and recording all taxes remitted to the city as provided in this chapter;

3. Maintaining records of taxpayer reports and taxes collected pursuant to this chapter;

4. Assessing penalties and interest to taxpayers pursuant to this chapter;

5. Determining amounts owed and enforcing collection pursuant to this chapter; and

6. Establishing a reasonable process, including set times and secure conditions, whereby taxpayers can pay the taxes imposed by this chapter.

(Ord. No. 1527, § 2, 12-11-18)

3.17.130 Enforcement—Action to collect.

Any taxes, penalties and/or fees required to be paid under the provisions of this chapter shall be deemed a debt owed to the city. Any person owing money to the city under the provisions of this chapter shall be liable in an action brought in the name of the city for the recovery of such debt. The provisions of this chapter shall not be deemed a limitation upon the right of the city to bring any other action including criminal, civil and equitable actions, based upon the failure to pay the tax, penalties and/or fees imposed by this chapter or the failure to comply with any of the provisions of this chapter.

(Ord. No. 1527, § 2, 12-11-18)

3.17.140 Audit and examination of records.

A. The tax administrator shall have the power to audit and examine all books, records, accounts, inventory and onsite operations of persons engaged in cannabis businesses related to the business, including examination of both state and federal income tax returns, sales tax returns, or other evidence documenting the gross receipts of persons engaged in cannabis businesses, and, where necessary, all equipment, of any person engaged in cannabis businesses in the city, for the purpose of ascertaining the amount of cannabis business tax, if any, required to be paid by the provisions hereof, and for the purpose of verifying any statements or any item thereof when filed by any person pursuant to this chapter.

B. It shall be the duty of every person liable for the collection and payment to the city of any tax imposed by this chapter to keep and preserve, for a period of the later of four years from the due date of the return or the date the return is filed, all records as may be necessary to determine the amount of such tax as he or she may have been liable to pay to the city, which records the tax administrator or his/her duly authorized designee shall have the right to inspect at all reasonable times. All records for any period being audited by the city shall be retained until the audit is complete.

(Ord. No. 1527, § 2, 12-11-18)

3.17.150 Other licenses, permits, fees.

A. This chapter does not authorize or permit cannabis retailers to operate in the city. Cannabis retailers shall comply with the zoning requirements set forth in chapter 17.53 of this Code and must have a valid cannabis conditional use permit issued by the city council to operate in the city. Cannabis retailers shall also comply with the regulations set forth in chapter 5.35 of this Code and must have a valid cannabis regulatory permit issued by the city manager to operate in the city.

B. A cannabis business subject to the provisions of this chapter shall also be subject to the business tax requirements set forth in chapter 5.04 of this Code. Nothing contained in this chapter shall be deemed to

repeal, amend, be in lieu of, replace or in any way affect any requirements for any permit or license required by, under or by virtue of any other provision of this Code or any other ordinance or resolution of the city, nor be deemed to repeal, amend, be in lieu of, replace or in any way affect any tax, fee or other charge imposed, assessed or required by, under or by virtue of any other chapter of this Code or any other ordinance or resolution of the city. Any references made or contained in any other chapter of this Code to any licenses, license taxes, fees, or charges, or to any schedule of license fees, shall be deemed to refer to the licenses, license taxes, fees or charges, or schedule of license fees, provided for in other chapters of this Code.

(Ord. No. 1527, § 2, 12-11-18)

3.17.160 Payment of tax does not authorize unlawful business.

A. The payment of a cannabis business tax required by this chapter, and its acceptance by the city, shall not entitle any person to operate a cannabis business unless the person has complied with all of the requirements of this Code, including obtaining a cannabis regulatory permit and a cannabis conditional use permit, and all other applicable state laws.

B. No tax paid under the provisions of this chapter shall be construed as authorizing the conduct or continuance of any illegal or unlawful business, or any cannabis business in violation of any local or state law.

(Ord. No. 1527, § 2, 12-11-18)

3.17.170 Appeals procedures.

Any taxpayer aggrieved by any decision of the tax administrator with respect to the amount of tax, interest, penalties and fees, if any, due under this chapter may appeal to the city manager by filing a notice of appeal with the city clerk within thirty days of the serving or mailing of the determination of tax due. The city clerk shall fix a time and place for hearing such appeal, and the city clerk shall give notice in writing to the taxpayer at the last known place of address. The finding of the city manager shall be final and conclusive and shall be served upon the taxpayer in the manner prescribed by this chapter for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of the notice.

(Ord. No. 1527, § 2, 12-11-18)

3.17.180 Amendments.

A. This chapter may be amended by the city council without a vote of the people. However, as required by Article XIII C of the California Constitution, voter approval is required for any amendment provision that would increase the rate of any tax levied pursuant to this chapter or extend the tax to a cannabis business that is not included in this chapter. The people of the city affirm that the following actions shall not constitute an increase of the rate of a tax:

1. The restoration of the rate of the tax to a rate that is no higher than that set by this chapter, if the city council has acted to reduce the rate of the tax;

2. An action that interprets or clarifies the methodology of the tax, or any definition applicable to the tax, so long as such interpretation or clarification (even if contrary to some prior interpretation or clarification) is not inconsistent with the language of this chapter;

3. The establishment of a class of persons that is exempt or excepted from the tax or the discontinuation of any such exemption or exception (other than the discontinuation of an exemption or exception specifically set forth in this chapter);

4. The collection of the tax imposed by this chapter, even if the city had, for some period of time, failed to collect the tax; and

5. The deletion, restoration, relocation, renumbering, amendment or alteration of the provisions of this chapter and any provision of the Code affected by this chapter, provided that such action does not establish any new tax or increase any existing tax.

B. The city council may delete, restore, relocate, renumber, amend or alter any of the provisions of this chapter and any provision of the Code affected by this chapter, provided that such action does not establish any new tax or increase any existing tax.

(Ord. No. 1527, § 2, 12-11-18)

Chapter 5.33 CANNABIS RETAILER REGULATORY PERMITS

5.33.010 Definitions.

For the purpose of this chapter, the following words and phrases shall be defined as follows:

"Applicant" means the business entity that is the owner and operator of the cannabis business that is applying for a cannabis regulatory permit pursuant to this chapter.

"Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

"Cannabis" means all parts of the plant cannabis sativa linnaeus, cannabis indica, or cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

"Cannabis business" means a cannabis retailer.

"Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer, (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses. Any term used in this definition that is not defined herein shall have the same definition as set forth in Section 5.35.010.

"Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

"Cannabis retailer" means a cannabis business that engages in the retail sale and delivery of cannabis or cannabis products to customers.

"City" means the City of Banning.

"City manager" means the city manager or his/her designee.

"Convicted" or "conviction" means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a licensing authority.

"Eligible property" or "eligible properties" means any property located within the highway serving commercial zone that meets the location requirements set forth in Chapter 17.54.

"Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

"Licensing authority" means the Bureau of Cannabis Control; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other state cannabis licensing authority.

"Owner" means any of the following:

1. A person with an aggregate ownership interest of twenty percent or more in the person applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.
2. The chief executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a permit. An owner who is an individual participating in the direction, control, or management of the commercial or retail cannabis business includes any of the following:
    a. A partner of a cannabis business that is organized as a partnership.
    b. A member of a limited liability company of a cannabis business that is organized as a limited liability company.
    c. An officer or director of a cannabis business that is organized as a corporation.

"Permit" means a cannabis retailer regulatory permit issued under this chapter.

"Permittee" means any person holding a permit under this chapter.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, non-profit, or any other group or combination acting as a unit, and the plural as well as the singular.

"Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or permittee where the commercial or retail cannabis activity will be or is conducted.

"Significant discrepancy" means a difference in actual inventory compared to records pertaining to inventory of at least one thousand dollars. For purposes of determining a discrepancy, the acquisition price of the cannabis goods shall be used to determine the value of cannabis goods in a permittee's inventory.

(Ord. No. 1532, § 2, 11-13-18; Ord. No. 1538, § 1, 1-8-19; Ord. No. 1577 , § 7, 9-28-21)

5.33.020 Cannabis regulatory permit required.

A. No person shall establish, or operate a cannabis business within the city unless the person has:
    1. A valid business license;
    2. A valid permit issued by the city pursuant to this chapter;
    3. A valid conditional use permit issued pursuant to Chapter 17.54; and
    4. A valid license issued by the bureau to conduct the specific commercial cannabis activity that is being conducted on the premises.

B. Each cannabis business shall obtain a separate permit. Permits are nontransferable and will only be issued to the entity that will own and operate the cannabis business.

C. Any permit that is issued shall not go into effect unless a conditional use permit is also issued by the city council pursuant to Chapter 17.54.

D. A permit issued pursuant to this chapter is valid for a term of one year from the date of issuance. Renewal terms shall not exceed one year.

E. A cannabis microbusiness is not subject to the requirements of this Chapter 5.33 and is instead regulated pursuant to Chapter 5.35.

(Ord. No. 1532, § 2, 11-13-18; Ord. No. 1538, § 2, 1-8-19; Ord. No. 1577 , § 8, 9-28-21)

5.33.030 Cannabis regulatory permit application requirements.

A. An owner of a cannabis business may apply for a permit, on behalf of a cannabis business, by filing an application with the city manager.

B. A cannabis business may only submit one application. If a cannabis business has multiple owners, only one owner may submit an application on behalf of the cannabis business. Multiple cannabis businesses may submit an application to operate at the same eligible property in the city. However, consistent with Section 17.54.030(B), a cannabis business shall not be permitted to operate at multiple locations in the city, nor shall a cannabis business be issued a permit if any owner or person with a financial interest in the cannabis business is also an owner or has a financial interest in any other cannabis business that is operating in the city or that has obtained a permit to operate in the city.

C. No person shall knowingly make a false statement of fact or knowingly omit any information that is required in the permit application.

D. Applications shall not be accepted or processed unless the applicant pays the nonrefundable application fee in the amount to be established by resolution of the city council.

E. Applications will be accepted by appointment only and the applicant must adhere to the application procedures adopted by resolution of the city council.

F. The application shall be on a form approved by the city manager and shall include, but not be limited to, the following:

1. The type of cannabis business the applicant seeks to operate in the city, a description of the commercial cannabis activity that will be conducted on the premises, and a general description of the products that will be sold on or from the premises.

2. A description of the statutory entity or business form that will serve as the legal structure for the cannabis business; a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement, and fictitious business name statement; and the name and address of its agent for purposes of service of process.

3. A list of every fictitious business name the cannabis business is operating under.

4. The legal name of the applicant.

5. The current name and primary and secondary telephone numbers and email addresses of at least one twenty-four hour on-call manager to address and resolve complaints and to respond to operating problems or concerns associated with the cannabis business.

6. If applicable, the business trade name ("DBA") of the cannabis business.

7. A list of the license types and the license numbers issued by any licensing authority to the applicant, or any other owner of the cannabis business, including the date the license was issued, the date the license will terminate and the licensing authority that issued the license.

8. Whether the applicant, or any owners of the cannabis business, have been denied a license or have had a license suspended or revoked by any licensing authority. The applicant shall identify the type of license applied for, the name of the licensing authority that denied the application, and the date of denial.

9. The assessor's parcel number and the physical address of the premises where the cannabis business will be conducted, the telephone number for the premises, and the website address and email address of the cannabis business. If the cannabis business will be conducted on a lot that is vacant at the time that the application is submitted, then the applicant shall amend the application at such time that a physical address and telephone number is issued for the cannabis business.

10. The cannabis business' federal employer identification number.

11. The physical address of any other premises owned or operated by the applicant, or any other owner of the cannabis business, and a brief summary of the business operations at each premises.

12. A complete list of every owner of, or person with a financial interest in, the cannabis business. Each individual named on this list shall submit the following information:

    a. Their full name.

    b. Their title within the applicant entity, if applicable.

    c. Their date of birth and place of birth.

    d. Their social security number or individual taxpayer identification number.

    e. Their mailing address.

    f. Their home, business, or mobile telephone number and email address.

    g. Their current employer.

    h. Their percentage of ownership interest held in the applicant entity, or other financial interest held in the applicant entity.

    i. Whether the individual has an ownership or a financial interest in any other cannabis business licensed by a licensing authority.

    j. A copy of the individual's government-issued identification that includes the name, date of birth, physical description and picture of the owner or person with a financial interest in the cannabis business.

    k. A copy of a DOJ background check for each owner and person with a financial interest in the cannabis business procured through a Live Scan provider.

    l. If applicable, a copy of any certificate of rehabilitation issued under Penal Code Section 4852.01 or dismissal issued pursuant to Penal Code Section 1203.4 or 1203.41.

    m. If applicable, a detailed description of any suspension or revocation of a cannabis related license or sanctions for unlicensed or unlawful cannabis activity by a state or local governmental agency against the applicant, or any of its owners or persons with a financial interest in the cannabis business, or any business entity in which the applicant or any of its owners or person with a financial interest in the cannabis business was an owner or officer within the five years immediately preceding the date of the application.

    n. If applicable, a detailed description of any civil and/or criminal suit and/or judgment relating to unlawful cannabis activity against the applicant or any of its owners or person with a financial interest in the cannabis business, or a business entity in which the applicant or any of its owners

or persons with a financial interest in the cannabis business was an owner or officer within the five years immediately preceding the date of the application.

13. A copy of the applicant's application with the bureau to operate a cannabis retailer in the city.

14. A list of all owners, managers, and employees that are authorized to carry concealed weapons.

15. A written, notarized statement from the owner of the property where the cannabis business will operate evidencing unqualified consent to the applicant operating a cannabis business on the property. The statement must specify the street address (unless the property is a vacant lot) and assessor's parcel number for the premises. The statement shall also contain the name, business address, email address and telephone number of the property owner(s) (whether business entity or individual). If applicable, a copy of the rental agreement shall also be provided.

16. If the applicant is the landowner upon which the premises is located, a copy of the title or deed to the property.

17. Evidence that the cannabis business will be compliant with the location restrictions set forth in Business and Professions Code Section 26054(b) and the zoning restrictions set forth in Title 17 of this Code.

18. A premises diagram which meets the requirements set forth in Section 5006 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

19. The proposed hours of operation.

20. Authorization and consent for city staff and the police department to seek verification of the information contained within the application.

21. An agreement whereby the applicant and the cannabis business:

    a. Release the City of Banning, its agents, officers, elected officials, employees and attorneys, from any and all claims, injuries, damages or liabilities of any kind arising from any repeal or amendment of this chapter or any other provision of this Code, and any arrest or prosecution of the owners, managers, agents, employees, members or volunteers of the cannabis business for violation of state or federal laws; and

    b. Defend, indemnify and hold harmless the City of Banning, and its agents, officers, elected officials, employees, and attorneys from and against any and all claims or actions brought by adjacent or nearby property owners or any other parties for any damages, injuries or other liability of any kind arising from the operation of the cannabis business.

22. Attestation to the following statement: Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that a misrepresentation of fact, whether intentional or not, is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

G. Nothing in this section is intended to limit the city manager's ability to request additional information the city manager deems necessary or relevant to determining a cannabis business' suitability for a permit. An applicant shall provide any additional information requested by the city manager no later than seven days after the request, unless otherwise specified by the city manager.

(Ord. No. 1532, § 2, 11-13-18; Ord. No. 1538, § 3, 1-8-19; Ord. No. 1565 , § 3, 7-14-20)

Editor's note(s)—Ord. No. 1538, § 3, adopted Jan. 8, 2019, repealed § 5.33.030, which pertained to cannabis regulatory permit—fees and term and derived from Ord. No. 1532, § 2, adopted Nov. 13, 2018, and renumbered § 5.33.040, cannabis regulatory permit application requirements as § 5.33.030. Similar provisions may currently be found at Section 5.35.030.

5.33.040 Lottery.

A. City staff shall establish and conduct a lottery for determining which cannabis businesses will (1) be issued a cannabis regulatory permit, and (2) be eligible to apply for a cannabis conditional use permit pursuant to the provisions of Chapter 17.54.

B. The city council shall adopt a resolution setting forth the procedures that will be followed in conducting the lottery, and the steps to be included in a schedule that will be prepared for the receipt and review of applications for cannabis retail regulatory permits. The city manager is hereby authorized to make any necessary changes to the lottery procedures and steps to be included in the schedule as he or she deems appropriate.

(Ord. No. 1538, § 4, 1-8-19)

5.33.050 Decision on cannabis regulatory permit.

A. The city manager, in consultation with chief of police, shall evaluate all completed applications that are submitted by the application deadline and determine whether the applicant can participate in the lottery. The applicant shall be ineligible to participate in the lottery, if the city manager determines that one or more of the following conditions exist:

1. The applicant has not paid all fees required for consideration of the application.
2. The application is incomplete, filed late, or is otherwise not responsive to the requirements of this chapter.
3. The application contains a false or misleading statement or omission of a material fact.
4. The applicant, or any owner or person with a financial interest in the cannabis business, is not at least twenty-one years old.
5. The applicant, or any owner or person with a financial interest in the cannabis business, has unpaid and overdue administrative penalties imposed for violations of this Code.
6. The applicant, or any owner or person with a financial interest in the cannabis business, has an unpaid civil judgment imposed for violation(s) of this Code.
7. The applicant, or any owner or person with a financial interest in the cannabis business is delinquent on any fee, charge for service or tax levied by the State of California or the city.
8. The applicant, or any owner or person with a financial interest in the cannabis business, has, within the five years preceding the date the application is filed with the community development director, been (1) convicted of engaging in unlawful commercial cannabis activity; (2) issued an uncontested administrative citation by a city, county, or city and county for engaging in unlawful cannabis-related activity; or (3) been the subject of a lawsuit for engaging in unlawful cannabis-related activity in which the applicant or owner was not the prevailing party.
9. The applicant, or any owner or person with a financial interest in the cannabis business, has been denied a license or permit or other authorization to engage in commercial cannabis activity by a state or local licensing or permitting authority, for any reason other than the fact that the applicant was not selected for a limited number of licenses or permits, but would have otherwise qualified to obtain the license or permit.
10. The applicant, or any owner or person with a financial interest in the cannabis business is employed by the city's police department or the city's community development department.

11. The applicant, or any of owner or persons with a financial interest in the cannabis business, has been convicted of any crime set forth in Business and Professions Code Section 26057(b)(4), Fish and Game Code Sections 12025 or 12025.1, Penal Code section 186.22 or any other offense which is substantially related to the qualifications, functions, or duties of the cannabis business for which the application is made. In determining whether such offense is "substantially related," the city manager shall consult with the city attorney and thereafter apply the analysis set forth in Section 5017 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

12. The premises or the operation of the applicant's cannabis business, as described in its application, would fail to comply with any provision of this Code, or any state law or regulation.

13. Operation of the cannabis business in the manner proposed poses a threat to the public health, safety or welfare, or violates any provision of this chapter.

B. If none of the above-referenced conditions exist, the city manager, or his or her designee, shall notify the applicant that the cannabis business is eligible to participate in the lottery. If any of the above-referenced conditions exist, the city manager shall notify the applicant that the cannabis business has been denied the opportunity to participate in the lottery and has been denied a cannabis regulatory permit. Any notice of denial shall set forth the reasons of denial and advise the applicant of the right to contest the denial pursuant to the procedures set forth in Section 5.33.060.

C. This subsection shall govern the process by which cannabis regulatory permits are issued to the first three retailers selected in the lottery. Within seven business days of the lottery being conducted, the city manager, or his or her designee, shall issue a cannabis regulatory permit to the first three retailers that were selected in the lottery and shall notify the applicants that they are eligible to apply for a cannabis conditional use permit. The first three retailers selected in the lottery shall have thirteen months from the date the lottery was conducted, May 23, 2019, to obtain a conditional use permit. Failure by any retailer to obtain a conditional use permit within the thirteen month period will preclude that retailer from being able to obtain a conditional use permit to operate in the City.

D. The applicants that were not the first three retailers selected in the lottery will be placed on a waiting list in the order that they were selected in the lottery. The City Council may adopt a resolution establishing the terms, time, manner, and procedures by which additional cannabis regulatory permits may be issued to cannabis retailers that are on the waiting list. Any cannabis retailer, other than the first three retailers selected in the lottery, that obtains a cannabis regulatory permit must submit a complete conditional use permit application pursuant to Chapter 17.54 within ninety days of issuance of the cannabis regulatory permit. Any cannabis regulatory permit shall be deemed null and void if the applicant therefor has not submitted a complete cannabis conditional use permit application to the City and had that application deemed complete by City within ninety days of the issuance of the cannabis regulatory permit.

(Ord. No. 1532, § 2, 11-13-18; Ord. No. 1538, § 3, 1-8-19; Ord. No. 1565 , § 4, 7-14-20)

Editor's note(s)—Ord. No. 1538, § 5, adopted Jan. 8, 2019, repealed § 5.33.050, which pertained to additional application requirements and derived from Ord. No. 1532, § 2, adopted Nov. 13, 2018, and renumbered § 5.33.060, decision on cannabis regulatory permit as § 5.33.050. Similar provisions may currently be found at Section 5.35.050.

5.33.060 Lottery appeals.

A. If an applicant is denied the opportunity to participate in the lottery due to the applicant's failure to submit a complete application by the required deadline, failure to satisfy the criteria for issuance of a permit, or for any other reason, the applicant may appeal this decision in writing. The written appeal shall be filed with the community development department, by the deadline set forth in a resolution adopted by the city council,

and shall be accompanied by an appeal fee. After the deadline to appeal has passed, the decision to deny the cannabis regulatory permit shall be deemed final, and may no longer be appealed.

B. Upon receipt of a timely appeal, the community development director shall make arrangements for the selection of a hearing officer to conduct the appeal hearing. Not less than seven days prior to the appeal hearing, the community development director shall notify the city manager, chief of police, and the appellant of either: the name of the administrative law judge who will serve as the hearing officer, or any other option determined by the City to serve as a fair and impartial process to hear the appeal. The hearing officer shall be fair and impartial and shall have no bias for or against the city manager, chief of police, or the appellant. The appeal shall be heard within thirty days of the submittal of an appeal but may be extended for due cause including scheduling limitations of the hearing officer.

C. At the appeal hearing, the hearing officer shall receive oral and written evidence from the city manager and the appellant. The hearing officer shall have authority to administer oaths to those persons who will provide oral testimony. The evidence presented need not comply with the strict rules of evidence set forth in the California Evidence Code but shall be the type of evidence upon which reasonable and prudent people rely upon in the conduct of serious affairs. The hearing officer shall have broad authority to control the proceedings and to provide for cross examination of witness in a fair and impartial manner. The city manager shall have the burden of proof to establish by clear and convincing evidence the facts upon which his or her decision is based. The appeal hearing shall be recorded by audio recording. Any party may, at its sole cost and expense, utilize the services of a certified court reporter to prepare the verbatim record of the hearing. If a court reporter is used, the transcript prepared shall be made available for purchase to both parties. The hearing officer may continue the appeal hearing from time to time, but only upon written motion of a party showing good cause for the continuance.

D. The hearing officer may uphold or reverse the decision of the city manager. Within seven days of the conclusion of the appeal hearing, the hearing officer shall render his or her decision and make written findings supporting the decision. He or she shall send the decision to the community development director. Upon receipt of the hearing officer's decision, the community development director shall send a copy of it to the city manager and the appellant, along with a proof of mailing. The hearing officer's decision shall be final.

(Ord. No. 1538, § 6, 1-8-19; Ord. No. 1565 , § 5, 7-14-20)

5.33.070 City manager authority.

A. The city manager is authorized to adopt policies, rules, and procedures to implement and interpret this chapter, and is further authorized to waive any requirements set forth in this chapter so long as the requirement being waived is applied equally to all applicants.

B. Upon approval of a permit or renewal of a permit, the city manager may impose conditions in excess of the requirements set forth in this chapter including, but not limited to, conditions relating to the operation of any cannabis business and restrictions relating to the deployment or use of the types of equipment used on the premises.

C. During the term of any permit, the city manager may impose additional conditions on a permit when reasonably necessary to abate a violation of this Code or to protect the public health, safety or welfare.

D. Review of any decision by the city manager to impose additional conditions on a permit pursuant to this section shall be pursuant to Section 5.33.130.

(Ord. No. 1538, § 7, 1-8-19)

Editor's note(s)—Ord. No. 1538, § 7, adopted Jan. 8, 2019, amended § 5.33.070 in its entirety to read as herein set out. Former § 5.33.070 pertained to approval of cannabis regulatory permit with conditions, and derived from Ord. No. 1532, § 2, adopted Nov. 13, 2018.

5.33.080 Cannabis regulatory permit renewal.

A. To renew a permit, a completed permit renewal form, payment of the permit renewal application fee, payment of the permit fee, and, if applicable, the late fee required by subsection D of this section shall be received by the city no earlier than sixty calendar days before the expiration of the permit and no later than 5:00 p.m. on the last business day before the expiration of the permit. Failure to receive a notice for permit renewal does not relieve a permittee of the obligation to renew all permits as required.

B. An application for a permit renewal shall contain the following:

   1. The name of the permittee. For a permittee who is a business entity, the permittee shall provide the legal business name of the applicant.

   2. The permit number and expiration date.

   3. The permittee's address of record and premises address.

   4. An attestation that all information provided to the city in the original application for a permit is accurate and current.

C. In the event the permit is not renewed prior to the expiration date, the permittee shall not engage in commercial cannabis activity until the permit is renewed.

D. A permittee may submit a permit renewal application up to thirty calendar days after the permit expires. In addition to the application fee for renewal of the permit, the permittee submitting a renewal application pursuant to this subsection shall pay a late fee in an amount established by resolution of the city council. The payment of a late fee shall not be grounds for a defense against prosecution or enforcement of this Code on the basis that the permittee operated a cannabis business without a valid or unexpired permit nor shall it be considered as a setoff to any assessment, fine, penalty or recoupment of costs of enforcement attributable to said violation.

E. The city manager, in consultation with the chief of police, shall evaluate the renewal application and determine whether to renew the permit based on the criteria set forth in section 5.33.050. In addition, the city manager, in consultation with the chief of police, shall evaluate whether the premises is substantially different from the diagram submitted by the applicant, in that the size, layout, location of common entryways, doorways or passage ways, means of public entry or exit, or limited access areas within the premises is not the same. If the premises is substantially different, the city manager may deny the renewal application. Review of any decision by the city manager to deny a request to renew a permit shall be pursuant to section 5.33.130.

(Ord. No. 1532, § 2, 11-13-18; Ord. No. 1538, § 8, 1-8-19)

5.33.090 Premises.

A. A permittee shall not, without the prior written approval of the city manager, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

B. If an application for a permit renewal was denied by the city manager, or the city manager revokes or suspends a cannabis regulatory permit, the applicant shall have ten calendar days from the date the notice of the disposition was deposited in the mail within which to appeal the city manager's decision to the city council. If the tenth calendar day falls on a day the city is closed, the time shall be extended to the next business day.

C. A permittee shall not sublet the premises.

(Ord. No. 1532, § 2, 11-13-18; Ord. No. 1538, § 9, 1-8-19)

5.33.100 Notification of criminal, civil or administrative action.

A. A permittee shall ensure that the city manager is notified in writing of the criminal conviction of a permittee, owner, or employee or when a permittee, owner, or employee has been charged with a criminal offense. Notice shall either be by mail or electronic mail and shall occur within forty-eight hours of the conviction or charge. The written notification shall include the date of conviction or charge, the court docket number, the name of the court in which the permittee was convicted or charged, and the specific offense(s) for which the permittee was convicted or charged.

B. A permittee shall ensure that the city manager is notified in writing of a civil penalty or judgment rendered against the permittee or any owner either by mail or electronic mail, within forty-eight hours of delivery of the verdict or entry of judgment, whichever is earlier. The written notification shall include the date of verdict or entry of judgment, the court docket number, the name of the court in which the matter was adjudicated, and a description of the civil penalty or judgment rendered against the permittee.

C. A permittee shall ensure that the city manager is notified in writing of the revocation or suspension of a license or other authorization for a cannabis business issued by a licensing authority within forty-eight hours of receiving notice of the revocation. The written notification shall include the name of the licensing authority involved, a written explanation of the proceeding or enforcement action, and the specific violation(s) that led to revocation or suspension.

(Ord. No. 1532, § 2, 11-13-18)

5.33.110 Notification of theft, loss, or criminal activity.

A. A permittee shall notify the city manager and the chief of police within twenty-four hours of discovery of any of the following situations:

1. The permittee discovers a significant discrepancy in its inventory.
2. The permittee becomes aware of, or has reason to suspect, diversion, theft, loss or any other criminal activity pertaining to the operations of the permittee by any owner, person with a financial interest in the cannabis business, employee, agent or volunteer of the cannabis business or by any third party.
3. The permittee becomes aware of, or has reason to suspect, any breach of security.

B. The notification required by this section shall be in writing and include the date and time of discovery of the occurrence of the theft or loss, the date of the occurrence of the theft or loss and a description of the incident including, when applicable, the items that were taken or lost.

(Ord. No. 1532, § 2, 11-13-18)

5.33.120 Suspending, modifying, or revoking permits.

A. The city manager may suspend, modify, further condition or revoke any permit pursuant to the provisions of this chapter for any of the following reasons:

1. The permittee, or any of its owners, has violated a term or condition of its permit issued pursuant to this chapter or a term or condition of a license issued by a licensing authority.

2. The permittee, or any of its owners, has violated this Code or the laws or regulations of the state.

3. The permittee or any other person performed work as an employee or volunteer or acquired a financial interest in the applicant as an owner without first undergoing fingerprinting and a DOJ/NCIC background check.

4. The permittee failed to pay a fine or administrative penalty when due.

5. The permittee failed to take reasonable steps, as defined in Section 5808 of Title 16 of the California Code of Regulations, as the same may be amended from time to time, to correct nuisance conditions on the premises, including the immediately adjacent area that is owned, leased, or occupied by the permittee, within a reasonable time after receipt of notice to abate the condition.

6. The permittee knowingly engaged in the illegal sale, or negotiations for the sale, of controlled substances, as defined in Section 5805 of Title 16 of the California Code of Regulations, upon the premises. Successive sale, or negotiations for sale, over any continuous period of time shall be deemed evidence of permission.

B. A permittee whose permit has been suspended shall conspicuously display a notice on the exterior of the permittee's premises for the duration of the suspension, and ensure that the notice remains continuously in place for the time specified. The notice shall be in at least twenty-four point type and provide as follows:

NOTICE OF SUSPENSION

THE CANNABIS RETAILER REGULATORY PERMIT ISSUED FOR THIS PREMISES HAS BEEN SUSPENDED FOR VIOLATION OF THE BANNING MUNICIPAL CODE

C. A permittee whose permit has been revoked shall conspicuously display a notice on the exterior of the premises indicating that the permit has been revoked. The notice shall remain continuously on the premises for at least fifteen calendar days. The notice shall be in at least twenty-four point type and provide as follows:

NOTICE OF REVOCATION

THE CANNABIS RETAILER REGULATORY PERMIT ISSUED FOR THIS PREMISES HAS BEEN REVOKED FOR VIOLATION OF THE BANNING MUNICIPAL CODE

D. Action taken by the city manager with respect to the suspension, modification, or revocation of a cannabis regulatory permit shall be final and conclusive. Any permit aggrieved by the suspension, modification or revocation of a cannabis regulatory permit may obtain review of such decision by appeal to the city council pursuant to Section 5.33.130.

(Ord. No. 1532, § 2, 11-13-18)

5.33.130 Initiation of discipline and appeals.

A. The city manager may initiate suspension or revocation proceedings or impose additional conditions on a permittee by sending written notice to the permittee of the disciplinary action and grounds for the action by

certified mail return receipt requested, to the permittee's business address, as set forth in the permit. The notice shall inform the permittee of its right to appeal the determination of the city manager by sending written notice of appeal and the grounds for such appeal to the city manager no later than ten calendar days after the date in which the notice of suspension, revocation or intention to impose additional conditions was mailed. Failure to timely appeal shall result in a forfeiture of the right of appeal, and the determination of the city manager shall be final.

B. If an application for a permit was denied by the city manager, the applicant shall have ten calendar days from the date the notice of the disposition was deposited in the mail within which to appeal the denial of the application to the city council. If the tenth calendar day falls on a day the city is closed, the time shall be extended to the next business day.

C. The appeal shall be submitted in writing to the city clerk. Upon receipt of a timely notice of appeal, that is accompanied by the appropriate filing fee in an amount set by resolution of the city council, the city clerk shall set the matter for hearing. Unless continued for good cause demonstrated, appeals shall be heard by the city council within sixty calendar days of the date notice of appeal was received by the clerk. If an appeal is timely and properly filed together with the filling fee, any suspension or revocation is stayed during the pendency of the appeal.

D. If the appeal is timely and properly filed together with the filing fee, the city clerk shall mail notice of the date, time and place of a hearing before the city council to the applicant at least ten days prior to the hearing. The hearing shall be commenced at the earliest possible date authorized by law.

E. After considering all of the testimony and evidence submitted at said hearing, the city council shall decide the appeal based upon a preponderance of the evidence and issue written findings of fact no later than ten days after the hearing. Hearings before the city council shall not be bound by formal rules of evidence. Hearsay evidence may be received; however, in no event shall a decision be based solely on hearsay evidence.

F. Within five business days after the city council acts on the appeal, the city clerk shall send to the applicant, by certified mail, return receipt requested, written notice of the disposition of the appeal.

G. Any permittee aggrieved by the decision of the city council may obtain review of the order within ninety days of notice by filing with the Riverside County Superior Court a petition for review pursuant to California Code of Civil Procedure Section 1094.5. For purposes of this subsection, notice shall be the date that the decision of the city council is mailed by first-class mail, postage prepaid, with a certificate of mailing.

(Ord. No. 1532, § 2, 11-13-18)

5.33.140 Non-disciplinary modification of cannabis regulatory permit.

A. The city manager may eliminate, modify or add to any condition imposed on a permittee. The elimination of a condition or conditions may only be approved by the city manager when he or she deems the condition not be necessary to protect the health, safety or welfare of the public. The modification or addition of conditions may be approved by the city manager when he or she deems such action reasonably necessary to protect the health, safety or welfare of the public or to otherwise secure compliance with the requirements set forth in this Code. The action taken on the permit and the grounds for such action shall be made in writing and sent by certified mail return receipt requested to the permittee's business address, as set forth in the permit.

B. The action by the city manager taken pursuant to this section may be made in conjunction with disciplinary action, in lieu of disciplinary action, or independent of disciplinary action.

C. Any person aggrieved by the action of the city manager may appeal the decision pursuant to the procedures set forth in Section 5.33.130.

(Ord. No. 1532, § 2, 11-13-18)

5.33.150 Notification of changes.

A. A permittee shall notify the city manager in writing within ten calendar days of any change to any item listed in the application. The notification shall be signed by an owner.

B. No person or entity may gain a financial interest in the permittee if said person or entity is determined by the city manager to have a disqualifying conviction within the meaning of Business and Professions Code Section 26057 or is otherwise barred by reason of this chapter.

C. If one of more of the owners of a permittee change, a new permit application and fee shall be submitted to the city within ten business days of the effective date of the ownership change. A change in ownership occurs when the person receiving its interest in the cannabis business meets the definition of an owner. A change in ownership does not occur when one or more owners leave the business by transferring their ownership interest to the other existing owner(s).

(Ord. No. 1532, § 2, 11-13-18)

5.33.160 Remedies and public nuisance.

A. The procedures set forth in this chapter shall be cumulative and in addition to any other procedure or legal remedy provided for in this Code or the laws of the state. Nothing in this chapter shall be deemed to prevent the city from commencing alternative administrative, civil or criminal proceedings. Any violation of this chapter may be subject to injunctive relief, revocation of any permit issued by the city, disgorgement and payment to the city of any and all money unlawfully obtained, costs of abatement, investigation and attorney fees or any other relief or remedy available at law or equity.

B. The city attorney is authorized to institute administrative action pursuant to Chapters 1.20 through 1.28 of this Code and to institute civil or criminal action in the Riverside County Superior Court in order to enforce the provisions of this chapter and those provisions set forth in Title 17 of this Code relating to land use for cannabis businesses.

C. A violation of any section within this chapter is a public nuisance.

(Ord. No. 1532, § 2, 11-13-18)

5.33.170 Joint and several liability.

All permittees and owners shall be jointly and severally liable for violation of any provision set forth in this chapter.

(Ord. No. 1532, § 2, 11-13-18)

Chapter 5.34 MARIJUANA CULTIVATION[1]

[1]Editor's note(s)—Ord. No. 1506, § 1, adopted March 14, 2017, repealed the former Ch. 5.34, §§ 5.34.010—5.34.080, and enacted a new Ch. 5.34 as set out herein. The former Ch. 5.34 pertained to similar subject matter and derived from Ord. No. 1505, § 1, adopted Dec. 12, 2016.

5.34.010 Purpose.

A. The purpose of this chapter is to prevent community-wide adverse impacts including, but not limited to, increased criminal activity, fire and chemical hazards, objectionable odors, late night traffic, and the general deterioration of neighborhoods associated with marijuana cultivation.

B. Marijuana cultivation in the city can adversely affect the health, safety and well-being of city residents. Therefore, reasonable regulation of marijuana cultivation is proper and necessary to avoid the concentration of substantial amounts of marijuana in one place and to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation.

(Ord. No. 1506, § 1, 3-14-17)

5.34.020 Definitions.

For the purposes of this chapter, the following definition shall apply:

"Childcare center" shall mean any licensed childcare center, daycare center, childcare home, or any preschool.

"Church" shall mean any structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

"Commercial cannabis activity" shall mean the possession, processing, transporting, obtaining, purchasing or giving away, storing, cultivation, or manufacture of marijuana for compensation or sale. "Commercial cannabis activity" shall also mean the laboratory testing, distribution, delivery, dispensing, mobile dispensing, or mobile delivery of marijuana.

"Community center" shall mean any facility open to the public at which classes, social activities, recreational activities, educational activities, support and public information are offered for all residents of the community.

"Detached accessory structure" shall mean a building completely detached from a residence that complies with the California Building Code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two-inch by four-inch or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Exterior walls must be constructed with nontransparent material. Plastic sheeting, regardless or gauge, or similar products do not satisfy this requirement.

"Enforcement officer" shall mean the chief of police, building official, code enforcement official, environmental health department director, public health officer, agricultural commissioner, fire chief, clerk of the board of supervisors, or their designees.

"Indoors" shall mean within a fully enclosed and secure building.

"Marijuana" means all parts of the plant cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

"Marijuana cultivation" or "marijuana cultivation activities" shall mean the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof.

"Marijuana cultivation permit" shall mean a permit issued by the city to a person over the age of twenty-one for the purposes of engaging in marijuana cultivation activities pursuant to this chapter.

"Marijuana cultivation permit holder" shall mean the applicant named on the application for a massage cultivation permit.

"Marijuana plant" shall mean any mature or immature marijuana plant, or any marijuana seedling.

"Park" shall mean any public playground, public recreation center or area, and other public areas created, established, designed, maintained, provided, or set aside by the county, and city or any other public entity or agency, for the purposes of public rest, play, recreation, enjoyment or assembly, and all buildings and structures located thereon or therein.

"Premises" shall mean a single parcel of property. Where contiguous parcels are under common ownership or control, such contiguous parcels shall be counted as a single "premises" for purposes of this chapter.

"Primary caregiver" shall have the same meaning as set forth in Health and Safety Code sections 11362.5 and 11362.7, et seq.

"Qualified patient" shall have the same meaning as set forth in Health and Safety Code sections 11326.5 and 11362.7, et seq.

"Rear yard" shall mean the rear open space portion of any premises, whether fenced or unfenced.

"Residential unit" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation on a premises or legal parcel located within a residential or agricultural-residential zoning district.

"Responsible party" shall mean: (1) each person committing the violation or causing a condition on a premises located within the jurisdiction of the city which violates this chapter; (2) each person who has an ownership interest in that premises; or (3) each person who, although not an owner, nevertheless occupies or has a legal right or a legal obligation to exercise possession or control over that premises. In the event a person who commits the violation or causes the violation is a minor, then the minor's parents or legal guardian shall be deemed the responsible party.

"School" shall mean any institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education; excluding home school, vocational or professional institution of higher education, including a community college, junior college, college or university.

(Ord. No. 1506, § 1, 3-14-17)

5.34.030 Site location, operation, and development standards.

Non-commercial cultivation of small amounts of marijuana for personal use is only permitted in the Ranch Agriculture (R/A), Ranch Agriculture -Hillside (R/A/H), Rural Residential (RR), Rural Residential - Hillside (RR/H), Very Low Density Residential (VLDR), Low Density Residential (LDR), Medium Density Residential (MDR) and High Density Residential (HDR) zones when all of the following conditions and standards are met:

A. Generally.

1. Marijuana cultivation is permitted only on parcels with residential units where the marijuana cultivation permit holder resides full-time. Marijuana cultivation permit holders shall not

participate in marijuana cultivation in more than one location within the city. Marijuana cultivation activities may only occur within a residential unit, garage or self-contained accessory structure that is secured, locked and fully enclosed.

2. From the public right-of-way, there shall be no exterior evidence of marijuana cultivation.

3. Prior to the commencement of any marijuana cultivation, the party responsible for the marijuana cultivation shall provide the city with adequate proof of a city marijuana cultivation permit.

4. The marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste.

5. Cultivation shall not exceed six marijuana plants of any size per residential unit, and subject to the issuance of marijuana cultivation permit. The maximum number of plants shall be limited regardless of the number of qualified patients or primary caregivers residing on the property.

6. Marijuana cultivation activities shall not be upon any property or parcel containing a childcare center, school or church. Furthermore, the marijuana cultivation activities do not take place within one thousand feet of any school, childcare center, public park, government building, or church. The one thousand feet shall be measured from the closest property line of the school, childcare center, public park, government building or church, to the closest property line of the cultivation parcel.

7. Indoor grow lights shall not exceed one thousand two hundred watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.

8. Any location used for marijuana cultivation must have a ventilation and filtration system installed that shall prevent marijuana plant odors from exiting the interior of the structure and shall comply with California Building Code section 402.3 (Mechanical Ventilation). The ventilation and filtration system must be approved by the enforcement officer and installed prior to the commencement of marijuana cultivation activities.

9. Marijuana cultivation activities shall not be accessible to persons under eighteen years of age.

B. Marijuana cultivation within residential units, specifically. In addition to those requirements listed in Subsection A. of this section, marijuana cultivation activities within a residential unit shall also comply with the following requirements:

1. The residential unit shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for marijuana cultivation.

2. Any marijuana cultivation activities shall not create humidity, mold, or other nuisance condition.

C. Marijuana cultivation within detached accessory structures, specifically. In addition to those requirements listed in Subsection A. of this section, marijuana cultivation activities within a detached accessory structure shall also comply with the following requirements:

1. The structure shall be no smaller than one hundred twenty square feet in size.

2. The structure shall be located within the rear yard area of any legal parcel or premises.

3. The structure shall maintain a minimum setback of ten feet from any property line.

4. The structure shall be fully-enclosed and the area surrounding the structure must be enclosed by a solid fence at least six feet in height. The fence must be adequately secure to prevent unauthorized entry. Bushes, hedgerows, plastic sheeting, tarps or cloth material shall not constitute an adequate fence under this subsection.

5. The structure shall maintain adequate mechanical or electronic security systems, approved by the enforcement officer, and shall install such systems prior to the commencement of cultivation.

6. Any accessory structure used for marijuana cultivation must have a valid building permit issued by the city building official. The building official shall consult with the planning director and enforcement officers in consideration of any building permit application seeking a building permit for the construction or alteration of any detached accessory structure to be used for marijuana cultivation.

(Ord. No. 1506, § 1, 3-14-17)

5.34.040 Other applicable regulations.

A. There shall be no variances or deviations permitted to any standards or requirements within this chapter.

B. Nothing in this chapter is intended to authorize the cultivation, possession, or use of marijuana in violation of state law.

(Ord. No. 1506, § 1, 3-14-17)

5.34.050 Marijuana cultivation permit.

A. Prior to commencing any marijuana cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where marijuana cultivation is proposed to occur must apply for a marijuana cultivation permit within the city. The following information will be required with the initial permit application and subsequent permit extensions:

1. Adequate proof that the permit holder is twenty-one years of age or older;

2. Notarized signature from the owner of the property consenting to the cultivation of marijuana at the premises on a form acceptable to the city;

3. The name of each person owning, leasing, occupying or having charge of any legal parcel or premises where marijuana will be cultivated;

4. The physical site address of where marijuana will be cultivated;

5. A signed consent form, acceptable to the city, authorizing enforcement officers to conduct an inspection of the detached accessory structure used for marijuana cultivation upon twenty-four hours' notice;

B. The permit shall be valid for no more than one year and may be extended in increments of two years.

C. The enforcement officer may, in his or her discretion, deny any application for a marijuana cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The enforcement officer shall deny an application for a marijuana cultivation permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this chapter. The denial of any permit application or extension shall be subject to appeal by the city council.

D. The city council may establish a fee or fees required to be paid upon filing of an application for a marijuana cultivation permit, as provided by this chapter, which fees shall not exceed the reasonable costs of administering this chapter.

(Ord. No. 1506, § 1, 3-14-17)

5.34.060 Revocation of marijuana cultivation permit.

A. Any marijuana cultivation permit granted by the city shall become null and void if the city receives and substantiates two complaints of noxious odors resulting from indoor marijuana cultivation within a twelve month period. These complaints must originate from at least two separate individuals and two separate properties adjoining, or within proximity to, the property engaging in marijuana cultivation.

B. Upon revocation of a marijuana cultivation permit, the responsible party, property owner, tenant, or permittee shall remove all marijuana plants from the premises within thirty days of official notice from any enforcement officer.

(Ord. No. 1506, § 1, 3-14-17)

5.34.070 Appeals.

Any person aggrieved by the requirements of this chapter may file an appeal pursuant to the requirements of Chapter 5.04 of the Banning Municipal Code.

(Ord. No. 1506, § 1, 3-14-17)

5.34.080 Prohibited activities declared a public nuisance.

A. It is unlawful and a public nuisance for any person owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of marijuana plants.

B. It is unlawful and a public nuisance for any person to cultivate marijuana inside any residential building or structure without a marijuana cultivation permit issued by the city.

C. It is unlawful and a public nuisance for any person to engage in commercial cannabis activity in any area of the city.

D. It is unlawful and a public nuisance for any person to use gas products, such as CO_2, butane, propane, and natural gas, for the cultivation, extraction, or processing of marijuana.

E. It is unlawful and a public nuisance for any person to use generators for marijuana cultivation activities.

F. In addition to the foregoing, any use or condition caused or permitted to exist in violation of any of the provisions of this chapter shall be and is hereby declared a public nuisance and may be abated by the city or subject to any available legal remedies, including but not limited to, civil injunctions. The prohibitions outlined in this chapter shall be imposed regardless of the number of qualified patients or primary caregivers residing at the premises or participating directly or indirectly in the cultivation. Further, this prohibition shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.

(Ord. No. 1506, § 1, 3-14-17)

5.34.090 Enforcement, violations and penalties.

In the discretion of the enforcement officer, any person violating the provisions of this chapter shall be issued an administrative citation pursuant to Banning Municipal Code Chapter 1.20. Each such violation shall be

deemed a separate offense. This section provides a civil penalty remedy that is in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

(Ord. No. 1506, § 1, 3-14-17)

Chapter 5.34 MARIJUANA CULTIVATION[1]

5.34.010 Purpose.

A. The purpose of this chapter is to prevent community-wide adverse impacts including, but not limited to, increased criminal activity, fire and chemical hazards, objectionable odors, late night traffic, and the general deterioration of neighborhoods associated with marijuana cultivation.

B. Marijuana cultivation in the city can adversely affect the health, safety and well-being of city residents. Therefore, reasonable regulation of marijuana cultivation is proper and necessary to avoid the concentration of substantial amounts of marijuana in one place and to avoid the risks of criminal activity, degradation of the natural environment, malodorous smells, and indoor electrical fire hazards that may result from unregulated marijuana cultivation.

(Ord. No. 1506, § 1, 3-14-17)

5.34.020 Definitions.

For the purposes of this chapter, the following definition shall apply:

"Childcare center" shall mean any licensed childcare center, daycare center, childcare home, or any preschool.

"Church" shall mean any structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.

"Commercial cannabis activity" shall mean the possession, processing, transporting, obtaining, purchasing or giving away, storing, cultivation, or manufacture of marijuana for compensation or sale. "Commercial cannabis activity" shall also mean the laboratory testing, distribution, delivery, dispensing, mobile dispensing, or mobile delivery of marijuana.

"Community center" shall mean any facility open to the public at which classes, social activities, recreational activities, educational activities, support and public information are offered for all residents of the community.

"Detached accessory structure" shall mean a building completely detached from a residence that complies with the California Building Code and has a complete roof enclosure supported by connecting walls extending from the ground to the roof, a foundation, slab or equivalent base to which the floor is secured by bolts or similar attachments, is secure against unauthorized entry, and is accessible only through one or more lockable doors. Walls and roofs must be constructed of solid materials that cannot be easily broken through, such as two-inch by four-inch or thicker studs overlaid with three-eighths inch or thicker plywood or the equivalent. Exterior walls must be constructed with nontransparent material. Plastic sheeting, regardless or gauge, or similar products do not satisfy this requirement.

[1]Editor's note(s)—Ord. No. 1506, § 1, adopted March 14, 2017, repealed the former Ch. 5.34, §§ 5.34.010—5.34.080, and enacted a new Ch. 5.34 as set out herein. The former Ch. 5.34 pertained to similar subject matter and derived from Ord. No. 1505, § 1, adopted Dec. 12, 2016.

"Enforcement officer" shall mean the chief of police, building official, code enforcement official, environmental health department director, public health officer, agricultural commissioner, fire chief, clerk of the board of supervisors, or their designees.

"Indoors" shall mean within a fully enclosed and secure building.

"Marijuana" means all parts of the plant cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It includes marijuana infused in foodstuff. It does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except resin extracted therefrom), fiber, oil, or cake, or the sterilized seeds of the plant that are incapable of germination.

"Marijuana cultivation" or "marijuana cultivation activities" shall mean the planting, growing, harvesting, drying, processing, or storage of one or more marijuana plants or any part thereof.

"Marijuana cultivation permit" shall mean a permit issued by the city to a person over the age of twenty-one for the purposes of engaging in marijuana cultivation activities pursuant to this chapter.

"Marijuana cultivation permit holder" shall mean the applicant named on the application for a massage cultivation permit.

"Marijuana plant" shall mean any mature or immature marijuana plant, or any marijuana seedling.

"Park" shall mean any public playground, public recreation center or area, and other public areas created, established, designed, maintained, provided, or set aside by the county, and city or any other public entity or agency, for the purposes of public rest, play, recreation, enjoyment or assembly, and all buildings and structures located thereon or therein.

"Premises" shall mean a single parcel of property. Where contiguous parcels are under common ownership or control, such contiguous parcels shall be counted as a single "premises" for purposes of this chapter.

"Primary caregiver" shall have the same meaning as set forth in Health and Safety Code sections 11362.5 and 11362.7, et seq.

"Qualified patient" shall have the same meaning as set forth in Health and Safety Code sections 11326.5 and 11362.7, et seq.

"Rear yard" shall mean the rear open space portion of any premises, whether fenced or unfenced.

"Residential unit" means any building or portion thereof legally existing which contains living facilities, including provisions for sleeping, eating, cooking, and sanitation on a premises or legal parcel located within a residential or agricultural-residential zoning district.

"Responsible party" shall mean: (1) each person committing the violation or causing a condition on a premises located within the jurisdiction of the city which violates this chapter; (2) each person who has an ownership interest in that premises; or (3) each person who, although not an owner, nevertheless occupies or has a legal right or a legal obligation to exercise possession or control over that premises. In the event a person who commits the violation or causes the violation is a minor, then the minor's parents or legal guardian shall be deemed the responsible party.

"School" shall mean any institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education; excluding home school, vocational or professional institution of higher education, including a community college, junior college, college or university.

(Ord. No. 1506, § 1, 3-14-17)

5.34.030 Site location, operation, and development standards.

Non-commercial cultivation of small amounts of marijuana for personal use is only permitted in the Ranch Agriculture (R/A), Ranch Agriculture -Hillside (R/A/H), Rural Residential (RR), Rural Residential - Hillside (RR/H), Very Low Density Residential (VLDR), Low Density Residential (LDR), Medium Density Residential (MDR) and High Density Residential (HDR) zones when all of the following conditions and standards are met:

A. Generally.

1. Marijuana cultivation is permitted only on parcels with residential units where the marijuana cultivation permit holder resides full-time. Marijuana cultivation permit holders shall not participate in marijuana cultivation in more than one location within the city. Marijuana cultivation activities may only occur within a residential unit, garage or self-contained accessory structure that is secured, locked and fully enclosed.

2. From the public right-of-way, there shall be no exterior evidence of marijuana cultivation.

3. Prior to the commencement of any marijuana cultivation, the party responsible for the marijuana cultivation shall provide the city with adequate proof of a city marijuana cultivation permit.

4. The marijuana cultivation area shall not adversely affect the health or safety of the nearby residents by creating dust, glare, excessive light, heat, noise, noxious gases, odors, smoke, traffic, vibration, or other impacts, and shall not be hazardous due to the use of storage of materials, processes, products or waste.

5. Cultivation shall not exceed six marijuana plants of any size per residential unit, and subject to the issuance of marijuana cultivation permit. The maximum number of plants shall be limited regardless of the number of qualified patients or primary caregivers residing on the property.

6. Marijuana cultivation activities shall not be upon any property or parcel containing a childcare center, school or church. Furthermore, the marijuana cultivation activities do not take place within one thousand feet of any school, childcare center, public park, government building, or church. The one thousand feet shall be measured from the closest property line of the school, childcare center, public park, government building or church, to the closest property line of the cultivation parcel.

7. Indoor grow lights shall not exceed one thousand two hundred watts and shall comply with the California Building, Electrical and Fire Codes as adopted by the city.

8. Any location used for marijuana cultivation must have a ventilation and filtration system installed that shall prevent marijuana plant odors from exiting the interior of the structure and shall comply with California Building Code section 402.3 (Mechanical Ventilation). The ventilation and filtration system must be approved by the enforcement officer and installed prior to the commencement of marijuana cultivation activities.

9. Marijuana cultivation activities shall not be accessible to persons under eighteen years of age.

B. Marijuana cultivation within residential units, specifically. In addition to those requirements listed in Subsection A. of this section, marijuana cultivation activities within a residential unit shall also comply with the following requirements:

1. The residential unit shall, at all times, maintain a kitchen, bathroom, and primary bedroom(s) for their intended purpose, and shall not be used for marijuana cultivation.

2. Any marijuana cultivation activities shall not create humidity, mold, or other nuisance condition.

C. Marijuana cultivation within detached accessory structures, specifically. In addition to those requirements listed in Subsection A. of this section, marijuana cultivation activities within a detached accessory structure shall also comply with the following requirements:

1. The structure shall be no smaller than one hundred twenty square feet in size.
2. The structure shall be located within the rear yard area of any legal parcel or premises.
3. The structure shall maintain a minimum setback of ten feet from any property line.
4. The structure shall be fully-enclosed and the area surrounding the structure must be enclosed by a solid fence at least six feet in height. The fence must be adequately secure to prevent unauthorized entry. Bushes, hedgerows, plastic sheeting, tarps or cloth material shall not constitute an adequate fence under this subsection.
5. The structure shall maintain adequate mechanical or electronic security systems, approved by the enforcement officer, and shall install such systems prior to the commencement of cultivation.
6. Any accessory structure used for marijuana cultivation must have a valid building permit issued by the city building official. The building official shall consult with the planning director and enforcement officers in consideration of any building permit application seeking a building permit for the construction or alteration of any detached accessory structure to be used for marijuana cultivation.

(Ord. No. 1506, § 1, 3-14-17)

5.34.040 Other applicable regulations.

A. There shall be no variances or deviations permitted to any standards or requirements within this chapter.

B. Nothing in this chapter is intended to authorize the cultivation, possession, or use of marijuana in violation of state law.

(Ord. No. 1506, § 1, 3-14-17)

5.34.050 Marijuana cultivation permit.

A. Prior to commencing any marijuana cultivation, the person(s) owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises where marijuana cultivation is proposed to occur must apply for a marijuana cultivation permit within the city. The following information will be required with the initial permit application and subsequent permit extensions:

1. Adequate proof that the permit holder is twenty-one years of age or older;
2. Notarized signature from the owner of the property consenting to the cultivation of marijuana at the premises on a form acceptable to the city;
3. The name of each person owning, leasing, occupying or having charge of any legal parcel or premises where marijuana will be cultivated;
4. The physical site address of where marijuana will be cultivated;
5. A signed consent form, acceptable to the city, authorizing enforcement officers to conduct an inspection of the detached accessory structure used for marijuana cultivation upon twenty-four hours' notice;

B. The permit shall be valid for no more than one year and may be extended in increments of two years.

C. The enforcement officer may, in his or her discretion, deny any application for a marijuana cultivation permit, or extension thereof, where he or she finds, based on articulated facts, that the issuance of such permit, or extension thereof, would be detrimental to the public health, safety, or welfare. The enforcement officer shall deny an application for a marijuana cultivation permit, or extension thereof, which does not demonstrate satisfaction of the minimum requirements of this chapter. The denial of any permit application or extension shall be subject to appeal by the city council.

D. The city council may establish a fee or fees required to be paid upon filing of an application for a marijuana cultivation permit, as provided by this chapter, which fees shall not exceed the reasonable costs of administering this chapter.

(Ord. No. 1506, § 1, 3-14-17)

5.34.060 Revocation of marijuana cultivation permit.

A. Any marijuana cultivation permit granted by the city shall become null and void if the city receives and substantiates two complaints of noxious odors resulting from indoor marijuana cultivation within a twelve month period. These complaints must originate from at least two separate individuals and two separate properties adjoining, or within proximity to, the property engaging in marijuana cultivation.

B. Upon revocation of a marijuana cultivation permit, the responsible party, property owner, tenant, or permittee shall remove all marijuana plants from the premises within thirty days of official notice from any enforcement officer.

(Ord. No. 1506, § 1, 3-14-17)

5.34.070 Appeals.

Any person aggrieved by the requirements of this chapter may file an appeal pursuant to the requirements of Chapter 5.04 of the Banning Municipal Code.

(Ord. No. 1506, § 1, 3-14-17)

5.34.080 Prohibited activities declared a public nuisance.

A. It is unlawful and a public nuisance for any person owning, leasing, renting, occupying, or having charge or possession of any legal parcel or premises within any zoning district in the city to cause or allow such parcel or premises to be used for the outdoor cultivation of marijuana plants.

B. It is unlawful and a public nuisance for any person to cultivate marijuana inside any residential building or structure without a marijuana cultivation permit issued by the city.

C. It is unlawful and a public nuisance for any person to engage in commercial cannabis activity in any area of the city.

D. It is unlawful and a public nuisance for any person to use gas products, such as CO_2, butane, propane, and natural gas, for the cultivation, extraction, or processing of marijuana.

E. It is unlawful and a public nuisance for any person to use generators for marijuana cultivation activities.

F. In addition to the foregoing, any use or condition caused or permitted to exist in violation of any of the provisions of this chapter shall be and is hereby declared a public nuisance and may be abated by the city or subject to any available legal remedies, including but not limited to, civil injunctions. The prohibitions outlined in this chapter shall be imposed regardless of the number of qualified patients or primary caregivers

residing at the premises or participating directly or indirectly in the cultivation. Further, this prohibition shall be imposed notwithstanding any assertion that the person(s) cultivating marijuana are the primary caregiver(s) for qualified patients or that such person(s) are collectively or cooperatively cultivating marijuana.

(Ord. No. 1506, § 1, 3-14-17)

5.34.090 Enforcement, violations and penalties.

In the discretion of the enforcement officer, any person violating the provisions of this chapter shall be issued an administrative citation pursuant to Banning Municipal Code Chapter 1.20. Each such violation shall be deemed a separate offense. This section provides a civil penalty remedy that is in addition to all other legal remedies, criminal or civil, which may be pursued by the city to address any violation of this chapter.

(Ord. No. 1506, § 1, 3-14-17)

Chapter 5.35 CANNABIS REGULATORY PERMITS

5.35.010 Definitions.

For the purpose of this chapter, the following words and phrases shall be defined as follows:

"Applicant" means an owner applying for a cannabis regulatory permit pursuant to this chapter.

"Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

"Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this chapter, "cannabis" does not mean "industrial hemp" as defined by section 11018.5 of the Health and Safety Code.

"Cannabis business" means a cultivation facility, a manufacturing facility, testing laboratory facility, distribution facility, or a cannabis microbusiness.

"Cannabis distribution" means the procurement, sale and transport of cannabis goods between state licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

"Cannabis distribution facility" means a facility that transports cannabis goods between state licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

"Cannabis goods" means cannabis, including dried flower, and cannabis products.

"Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer (as defined in Section 5.33.010), (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than 10,000 square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses.

"Cannabis products" has the same meaning as in section 11018.1 of the Health and Safety Code.

"Canopy space" means the designated areas at a cultivation facility that will contain mature plants at any point in time.

"City" means the City of Banning.

"City manager" means the city manager or his/her designee.

"Convicted" or "conviction" means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

"Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a state license issued by a licensing authority.

"Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

"Cultivation facility" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

"Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

"Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

"Indoors" means within a fully enclosed and secure structure.

"Infusion" means a process by which cannabis, cannabinoids, or cannabis concentrates, are directly incorporated into a product formulation to produce a cannabis product.

"Licensing authority" means the Bureau of Cannabis Control; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other state cannabis licensing authority.

"Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

"Manufacturing facility" means a location that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

"Outdoors" means any area or location not specifically meeting the definition of indoors.

"Owner" means any of the following:

1. A person with an aggregate ownership interest of twenty percent or more in the person applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.
2. The chief executive officer of a nonprofit or other entity.
3. A member of the board of directors of a nonprofit.
4. An individual who will be participating in the direction, control, or management of the person applying for a permit. An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:
    a. A partner of a cannabis business that is organized as a partnership.
    b. A member of a limited liability company of a cannabis business that is organized as a limited liability company.
    c. An officer or director of a cannabis business that is organized as a corporation.

"Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this chapter only, nonvolatile solvents include carbon dioxide and ethanol.

"Package" means any container or receptacle used for holding cannabis or cannabis products.

"Permit" means a cannabis regulatory permit issued under this chapter.

"Permittee" means any person holding a permit under this chapter.

"Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, non-profit, or any other group or combination acting as a unit, and the plural as well as the singular.

"Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant or permittee where the commercial cannabis activity will be or is conducted.

"Significant discrepancy" means a difference in actual inventory compared to records pertaining to inventory of at least one thousand dollars. For purposes of determining a discrepancy, the acquisition price of the cannabis goods shall be used to determine the value of cannabis goods in a permittee's inventory.

"Testing laboratory" means a laboratory, facility, or entity in the city that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.
2. Licensed by the bureau.

"Volatile solvent" means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

(Ord. No. 1524, § 2, 7-10-18; Ord. No. 1565 , § 6, 7-14-20; Ord. No. 1577 , § 9, 9-28-21)

5.35.020 Cannabis regulatory permit required.

A. No person shall establish, operate or engage in commercial cannabis activity within the city unless the person has:
   1. A valid business license;
   2. A valid permit issued by the city pursuant to this chapter;
   3. A valid conditional use permit issued pursuant to Chapter 17.53; and
   4. A valid license issued by a licensing authority to conduct the specific commercial cannabis activity that is being conducted on the premises.

B. The city manager, in consultation with the chief of police, shall evaluate and issue or deny a permit within forty-five days of receipt of a completed application.

C. Any permit that is issued shall not go into effect unless a conditional use permit is also issued by the city council pursuant to Chapter 17.53.

(Ord. No. 1524, § 2, 7-10-18)

5.35.030 Cannabis regulatory permit—Fees and term.

A. No permit shall be issued unless the applicant pays the nonrefundable application fee and a nonrefundable permit fee in amounts to be established by resolution of the city council.

B. A permit issued pursuant to this chapter is valid for a term of one year from the date of issuance. Renewal terms shall not exceed one year.

(Ord. No. 1524, § 2, 7-10-18)

5.35.040 Cannabis regulatory permit application requirements.

A. Each cannabis business shall obtain a separate permit. Permits are nontransferable.

B. An owner of a cannabis business may apply for a permit or permit renewal by filing an application with the city manager. Only an owner of a cannabis business may submit an application for a permit or permit renewal.

C. No person shall knowingly make a false statement of fact or knowingly omit any information that is required in an application for a permit or permit renewal.

D. The application shall be on a form approved by the city manager and shall include, but not be limited to, the following:

1. The type of cannabis business the applicant seeks to operate in the city, and a description of the commercial cannabis activity that will be conducted on the premises.

2. Payment of a nonrefundable application fee in an amount to be established by resolution of the city council.

3. A description of the statutory entity or business form that will serve as the legal structure for the applicant; a copy of its formation and organizing documents, including, but not limited to, articles of incorporation, certificate of amendment, statement of information, articles of association, bylaws, partnership agreement, operating agreement, and fictitious business name statement; and the name and address of its agent for purposes of service of process.

4. A list of every fictitious business name the applicant is operating under.

5. The first and last name, primary phone number, date of birth, social security number, and mailing address of each owner. If the permit is to be held in the name of a business entity, the owner shall also provide the legal name of the business.

6. The current name and primary and secondary telephone numbers and email addresses of at least one twenty-four hour on-call manager to address and resolve complaints and to respond to operating problems or concerns associated with the cannabis business.

7. If applicable, the business trade name ("DBA") of the applicant.

8. A list of the license types and the license numbers issued by any licensing authority that the applicant holds, including the date the license was issued, the date the license will terminate and the licensing authority that issued the license.

9. Whether the applicant, or any owners, has been denied a license or has had a license suspended or revoked by any licensing authority. The applicant shall identify the type of license applied for, the name of the licensing authority that denied the application, and the date of denial.

10. The assessor's parcel number and the physical address of the premises where business will be conducted, the telephone number for the premises, and the website address and email address of the applicant's business. If the business will be conducted on a lot that is vacant at the time that the application is submitted, then the applicant shall amend the application at such time that a physical address and telephone number is issued for the cannabis business.

11. The cannabis business' federal employer identification number.

12. The physical address of any other premises owned or operated by the applicant and a brief summary of the business operations at each premises.

13. A complete list of every individual, who is not an owner, that has a financial interest in the cannabis business.

14. A complete list of every owner of the cannabis business. Each individual named on this list shall submit the following information:

    a. The full name of the owner.

    b. The owner's title within the applicant entity.

    c. The owner's date of birth and place of birth.

    d. The owner's social security number or individual taxpayer identification number.

    e. The owner's mailing address.

    f. The owner's home, business, or mobile telephone number and email address.

    g. The owner's current employer.

    h. The owner's percentage of ownership interest held in the applicant entity.

    i. Whether the owner has an ownership or a financial interest in any other cannabis business licensed by a licensing authority.

    j. A copy of the owner's government-issued identification that includes the name, date of birth, physical description and picture of the owner.

    k. A copy of a DOJ background check for each owner and person with a financial interest in the cannabis business procured from a Live Scan provider.

    l. If applicable, a copy of any certificate of rehabilitation issued under Penal Code Section 4852.01 or dismissal issued pursuant to Penal Code Section 1203.4 or 1203.41.

    m. If applicable, a detailed description of any suspension or revocation of a cannabis related license or sanctions for unlicensed or unlawful cannabis activity by a state or local governmental agency against the applicant or any of its owners or any business entity in which the applicant or any of its owners was an owner or officer within the five years immediately preceding the date of the application.

    n. If applicable, a detailed description of any civil and/or criminal suit and/or judgment relating to unlawful cannabis activity against the applicant or any of its owners or a business entity in which the applicant or any of its owners was an owner or officer within the five years immediately preceding the date of the application.

15. A list of all owners, managers, and employees that are authorized to carry concealed weapons.

16. A written, notarized statement from the owner of the property where the cannabis business will operate evidencing unqualified consent to the applicant operating a cannabis business on the property. The statement must specify the street address (unless the property is a vacant lot) and assessor's parcel number for the premises. The statement shall also contain the name, business address, email address and telephone number of the property owner(s) (whether business entity or individual). If applicable, a copy of the rental agreement shall also be provided.

17. If the applicant is the landowner upon which the premises is located, a copy of the title or deed to the property.

18. Evidence that the cannabis business will be compliant with the location restrictions set forth in Business and Professions Code Section 26054(b) and the zoning restrictions set forth in Title 17 of this Code.

19. A premises diagram which meets the requirements set forth in Section 5006 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

20. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on premises of the cannabis business. The security plan must be prepared by a licensed security company or individual licensed by the state. The license number shall be on the face of the security plan.

21. A detailed plan describing the air treatment system, or other methods which will be implemented to completely prevent odors generated from cannabis from being detected outside the buildings on the cannabis business site.

22. The proposed hours of operation.

23. Authorization and consent for city staff and the police department to seek verification of the information contained within the application.

24. An agreement whereby the applicant:

    a. Releases the City of Banning, its agents, officers, elected officials, employees and attorneys, from any and all claims, injuries, damages or liabilities of any kind arising from any repeal or amendment of this chapter or any other provision of this Code, and any arrest or prosecution of the applicant or its managers, agents, employees, members or volunteers for violation of state or federal laws; and

    b. Defends, indemnifies and holds harmless the City of Banning, and its agents, officers, elected officials, employees, and attorneys from and against any and all claims or actions brought by adjacent or nearby property owners or any other parties for any damages, injuries or other liability of any kind arising from operations at the cannabis business.

25. Attestation to the following statement: Under penalty of perjury, I hereby declare that the information contained within and submitted with the application is complete, true and accurate. I understand that a misrepresentation of fact, whether intentional or not, is cause for rejection of this application, denial of the permit, or revocation of a permit issued.

D. Nothing in this section is intended to limit the city manager's ability to request additional information the city manager deems necessary or relevant to determining an applicant's suitability for a permit or renewal of a permit. An applicant shall provide any additional information requested by the city manager no later than seven days after the request, unless otherwise specified by the city manager.

(Ord. No. 1524, § 2, 7-10-18; Ord. No. 1565 , § 7, 7-14-20)

5.35.050 Additional application requirements.

In addition to requirements set forth in Section 5.35.040 above, an application shall also include the following, as applicable:

A. Cannabis Cultivation Facilities. An application to operate a cannabis cultivation facility shall also contain the following information:

    1. A site plan and floor plan prepared by a registered civil engineer clearly identifying that the proposed canopy space is a minimum of ten thousand square feet in size, and a maximum of twenty-two thousand square feet in size, and that the cultivation activities will occur indoors only.

B. Cannabis Manufacturing Facilities. An application to operate a cannabis cultivation facility shall also contain the following information:

1. A detailed description of the manufacturing activity that will be conducted on the cannabis business including the type of activity that will be conducted (extraction, infusion, packaging, labeling), a description of the extraction and/or infusion methods, and the types of products that will be manufactured, packaged and labeled. The description must include a statement that volatile solvents will not be used by the manufacturing facility.

C. Cannabis Laboratory Testing Facilities. An application to operate a cannabis cultivation facility shall also contain the following information:

1. Proof of ISO/IEC 17025 accreditation by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the state.

D. Cannabis Distribution Facilities.

1. A detailed site plan showing where cannabis and cannabis products will be stored, and the entry/exit points of where cannabis and cannabis products will be moved off-site and received into the distribution facility.

2. A list of the individuals and vehicles authorized to conduct transportation on behalf of the distributor. This list shall be updated within seven business days of a new employee being hired to transport cannabis goods or a new vehicle being purchased or leased by the distribution facility to transport cannabis goods.

E. Cannabis Microbusiness.

1. Detailed plans prepared by a registered civil engineer showing the following:

a. If the cannabis microbusiness includes a cultivation component, a site plan and floor plan identifying (i) the location of proposed canopy space, (ii) that the canopy space is less than ten thousand square feet in size, and (iii) that cannabis cultivation will occur indoors only.

b. If the cannabis microbusiness includes a distribution component, a site plan and floor plan identifying where cannabis and cannabis products will be stored, and the entry/exit points of where cannabis and cannabis products will be moved off-site and received into the cannabis business.

c. If the cannabis microbusiness includes a retail component, a premises diagram that meets the requirements set forth in Section 5006 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

2. If the cannabis microbusiness includes a manufacturing component, a detailed description of the manufacturing activity that will be conducted on the cannabis business including the type of activity that will be conducted (extraction, infusion, packaging, labeling), a description of the extraction and/or infusion methods, and the types of products that will be manufactured, packaged and labeled. The description must include a statement that volatile solvents will not be used by the manufacturing facility.

3. If the cannabis microbusiness includes a distribution or retailer component, a list of the individuals and vehicles (make, model, license plate number) authorized to conduct transportation or delivery on behalf of the cannabis business. This list shall be updated within seven business days of a new employee being hired to transport cannabis goods or a new vehicle being purchased or leased by the cannabis business to transport cannabis goods.

4. If the cannabis microbusiness includes a retailer component, then the neighborhood context map identified in Section 17.53.040(D) above must also identify any residentially zoned parcel that is located within two hundred feet of the premises.

(Ord. No. 1524, § 2, 7-10-18; Ord. No. 1565 , § 8, 7-14-20; Ord. No. 1577 , § 10, 9-28-21)

5.35.060 Decision on cannabis regulatory permit.

A. The city manager, in consultation with the police chief, shall evaluate the application and determine whether to approve or deny the permit or permit renewal application. The city manager shall deny a permit application or the renewal of a permit application if he or she determines that one or more of the following conditions exist:

1. The applicant has not paid all fees required for consideration of the application.
2. The application is incomplete, filed late, or is otherwise not responsive to the requirements of this chapter.
3. The application contains a false or misleading statement or omission of a material fact.
4. The applicant, or any owner or person with a financial interest in the cannabis business, is not at least twenty-one years old.
5. The applicant, or any owner or person with a financial interest in the cannabis business, has unpaid and overdue administrative penalties imposed for violations of this Code.
6. The applicant, or any owner or person with a financial interest in the cannabis business, has an unpaid civil judgment imposed for violation(s) of this Code.
7. The applicant, or any owner or person with a financial interest in the cannabis business is delinquent on any fee, charge for service or tax levied by the State of California or the city.
8. The applicant, or any owner or person with a financial interest in the cannabis business, has, within the five years preceding the date the application is filed with the city manager, been (1) convicted of engaging in unlawful commercial cannabis activity; (2) issued an uncontested administrative citation by a city, county, or city and county for engaging in unlawful cannabis-related activity; or (3) been the subject of a lawsuit for engaging in unlawful cannabis-related activity in which the applicant or owner was not the prevailing party.
9. The applicant, or any owner or person with a financial interest in the cannabis business, has been denied a license or permit or other authorization to engage in commercial cannabis activity by a state or local licensing or permitting authority.
10. The applicant, or any owner or person with a financial interest in the cannabis business is employed by the city's police department or the city's community development department.
11. The applicant, or any of owner or persons with a financial interest in the cannabis business, has been convicted of any crime set forth in Business and Professions Code Section 26057(b)(4), Fish and Game Code Sections 12025 or 12025.1, Penal Code Section 186.22 or any other offense which is substantially related to the qualifications, functions, or duties of the cannabis business for which application is made. In determining whether such offense is "substantially related," the city manager shall consult with the city attorney and thereafter apply the analysis set forth in Section 5017 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.
12. The premises or the operation of the applicant's cannabis business, as described in its application, would fail to comply with any provision of this Code, or any state law or regulation.
13. For permit renewal applications, the premises is substantially different from the diagram submitted by the applicant, in that the size, layout, location of common entryways, doorways or passage ways, means of public entry or exit, or limited access areas within the premises is not the same.
14. Operation of the cannabis business in the manner proposed poses a threat to the public health, safety or welfare, or violates any provision of this chapter.

B. If none of the above-referenced conditions exist, the city manager shall approve the permit application.

C. Within sixty days of receiving a completed application for a permit, the city manager shall notify the applicant in writing whether the permit application is approved or denied. If the city manager denies the permit, the notice of denial shall set forth the reasons for denial and advise the applicant of the right to contest the denial pursuant to the procedures set forth in Section 5.35.130. Any notice required pursuant to this subsection shall be sent by certified mail, return receipt requested.

(Ord. No. 1524, § 2, 7-10-18)

5.35.070 Approval of cannabis regulatory permit with conditions.

A. Upon approval of a permit or renewal of a permit, the city manager may impose conditions in excess of the requirements set forth in this chapter including, but not limited to, conditions relating to the operation of any cannabis business and restrictions relating to the deployment or use of the types of equipment used on the premises.

B. During the term of any permit, the city manager may impose additional conditions on a permit when reasonably necessary to abate a violation of this Code or to protect the public health, safety or welfare.

C. Review of any decision by the city manager to impose additional conditions on a permit pursuant to this section shall be pursuant to Section 5.35.130.

(Ord. No. 1524, § 2, 7-10-18)

5.35.080 Cannabis regulatory permit renewal.

A. To renew a permit, a completed permit renewal form, payment of the permit renewal application fee, payment of the permit fee, and, if applicable, the late fee required by subsection D of this section shall be received by the city no earlier than sixty calendar days before the expiration of the permit and no later than 5:00 p.m. on the last business day before the expiration of the permit. Failure to receive a notice for permit renewal does not relieve a permittee of the obligation to renew all permits as required.

B. An application for a permit renewal shall contain the following:

1. The name of the permittee. For a permittee who is a business entity, the permittee shall provide the legal business name of the applicant.

2. The permit number and expiration date.

3. The permittee's address of record and premises address.

4. An attestation that all information provided to the city in the original application for a permit is accurate and current.

C. In the event the permit is not renewed prior to the expiration date, the permittee shall not engage in commercial cannabis activity until the permit is renewed.

D. A permittee may submit a permit renewal application up to thirty calendar days after the permit expires. In addition to the application fee for renewal of the permit, the permittee submitting a renewal application pursuant to this subsection shall pay a late fee in an amount established by resolution of the city council. The payment of a late fee shall not be grounds for a defense against prosecution or enforcement of this Code on the basis that the permittee operated a cannabis business without a valid or unexpired permit nor shall it be considered as a setoff to any assessment, fine, penalty or recoupment of costs of enforcement attributable to said violation.

E. A permit that has expired and has not been renewed within thirty calendar days after expiration shall be deemed to have been forfeited.

F. Review of any decision by the city manager to deny a request to renew a permit shall be pursuant to section 5.35.130.

(Ord. No. 1524, § 2, 7-10-18)

5.35.090 Premises.

A. A permittee shall not, without the prior written approval of the city manager, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

B. A permittee whose premises is to be materially or substantially changed, modified, or altered is responsible for filing a request for premises modification with the city manager. The request shall be in writing and include:

   1. A new premises diagram that conforms to the requirements set forth in section 5006 of title 16 of the California Code of Regulations.

   2. A fee in an amount to be established by resolution of the city council.

   3. Any additional documentation or information that the city manager deems necessary to consider the request.

C. A permittee shall not sublet the premises.

(Ord. No. 1524, § 2, 7-10-18)

5.35.100 Notification of criminal, civil or administrative action.

A. A permittee shall ensure that the city manager is notified in writing of the criminal conviction of a permittee, owner, or employee or when a permittee, owner, or employee has been charged with a criminal offense. Notice shall either be by mail or electronic mail and shall occur within forty-eight hours of the conviction or charge. The written notification shall include the date of conviction or charge, the court docket number, the name of the court in which the permittee was convicted or charged, and the specific offense(s) for which the permittee was convicted or charged.

B. A permittee shall ensure that the city manager is notified in writing of a civil penalty or judgment rendered against the permittee or any owner either by mail or electronic mail, within forty-eight hours of delivery of the verdict or entry of judgment, whichever is earlier. The written notification shall include the date of verdict or entry of judgment, the court docket number, the name of the court in which the matter was adjudicated, and a description of the civil penalty or judgment rendered against the permittee.

C. A permittee shall ensure that the city manager is notified in writing of the revocation or suspension of a license or other authorization for a cannabis business issued by a licensing authority within forty-eight hours of receiving notice of the revocation. The written notification shall include the name of the licensing authority involved, a written explanation of the proceeding or enforcement action, and the specific violation(s) that led to revocation or suspension.

(Ord. No. 1524, § 2, 7-10-18)

5.35.110 Notification of theft, loss, or criminal activity.

A. A permittee shall notify the city manager and the chief of police within twenty-four hours of discovery of any of the following situations:

1. The permittee discovers a significant discrepancy in its inventory.

2. The permittee becomes aware of, or has reason to suspect, diversion, theft, loss or any other criminal activity pertaining to the operations of the permittee by any owner, person with a financial interest in the cannabis business, employee, agent or volunteer of the cannabis business or by any third party.

3. The permittee becomes aware of, or has reason to suspect, any breach of security.

B. The notification required by this section shall be in writing and include the date and time of discovery of the occurrence of the theft or loss, the date of the occurrence of the theft or loss and a description of the incident including, when applicable, the items that were taken or lost.

(Ord. No. 1524, § 2, 7-10-18)

5.35.120 Suspending, modifying, or revoking permits.

A. The city manager may suspend, modify, further condition or revoke any permit pursuant to the provisions of this chapter for any of the following reasons:

1. The permittee, or any of its owners, has violated a term or condition of its permit issued pursuant to this chapter or a term or condition of a license issued by a licensing authority.

2. The permittee, or any of its owners, has violated this Code or the laws or regulations of the state.

3. The permittee or any other person performed work as an employee or volunteer or acquired a financial interest in the applicant as an owner without first undergoing fingerprinting and a DOJ/NCIC background check.

4. The permittee failed to pay a fine or administrative penalty when due.

5. The permittee failed to take reasonable steps, as defined in section 5808 of title 16 of the California Code of Regulations, as the same may be amended from time to time, to correct nuisance conditions on the premises, including the immediately adjacent area that is owned, leased, or occupied by the permittee, within a reasonable time after receipt of notice to abate the condition.

6. The permittee knowingly engaged in the illegal sale, or negotiations for the sale, of controlled substances, as defined in Section 5805 of Title 16 of the California Code of Regulations, upon the premises. Successive sale, or negotiations for sale, over any continuous period of time shall be deemed evidence of permission.

B. A permittee whose permit has been suspended shall conspicuously display a notice on the exterior of the permittee's premises for the duration of the suspension, and ensure that the notice remains continuously in place for the time specified. The notice shall be in at least twenty-four point type and provide as follows:

NOTICE OF SUSPENSION

THE CANNABIS REGULATORY PERMIT ISSUED FOR THIS PREMISES HAS BEEN SUSPENDED FOR VIOLATION OF THE BANNING MUNICIPAL CODE

C. A permittee whose permit has been revoked shall conspicuously display a notice on the exterior of the premises indicating that the permit has been revoked. The notice shall remain continuously on the premises

for at least fifteen calendar days. The notice shall be in at least twenty-four point type and provide as follows:

NOTICE OF REVOCATION

THE CANNABIS REGULATORY PERMIT ISSUED FOR THIS PREMISES HAS BEEN REVOKED FOR VIOLATION OF THE BANNING MUNICIPAL CODE

D. Action taken by the city manager with respect to the suspension, modification, or revocation of a cannabis regulatory permit shall be final and conclusive. Any permit aggrieved by the suspension, modification or revocation of a cannabis regulatory permit may obtain review of such decision by appeal to the city council pursuant to section 5.35.130.

(Ord. No. 1524, § 2, 7-10-18)

5.35.130 Initiation of discipline and appeals.

A. The city manager may initiate suspension or revocation proceedings or impose additional conditions on a permittee by sending written notice to the permittee of the disciplinary action and grounds for the action by certified mail return receipt requested, to the permittee's business address, as set forth in the permit. The notice shall inform the permittee of its right to appeal the determination of the city manager by sending written notice of appeal and the grounds for such appeal to the city manager no later than ten calendar days after the date in which the notice of suspension, revocation or intention to impose additional conditions was mailed. Failure to timely appeal shall result in a forfeiture of the right of appeal, and the determination of the city manager shall be final.

B. If an application for a permit was denied by the city manager, the applicant shall have ten calendar days from the date the notice of the disposition was deposited in the mail within which to appeal the denial of the application to the city council. If the tenth calendar day falls on a day the city is closed, the time shall be extended to the next business day.

C. The appeal shall be submitted in writing to the city clerk. Upon receipt of a timely notice of appeal, that is accompanied by the appropriate filing fee in an amount set by resolution of the city council, the city clerk shall set the matter for hearing. Unless continued for good cause demonstrated, appeals shall be heard by the city council within sixty calendar days of the date notice of appeal was received by the clerk. If an appeal is timely and properly filed together with the filling fee, any suspension or revocation is stayed during the pendency of the appeal.

D. If the appeal is timely and properly filed together with the filing fee, the city clerk shall mail notice of the date, time and place of a hearing before the city council to the applicant at least ten days prior to the hearing. The hearing shall be commenced at the earliest possible date authorized by law.

E. After considering all of the testimony and evidence submitted at said hearing, the city council shall decide the appeal based upon a preponderance of the evidence and issue written findings of fact no later than ten days after the hearing. Hearings before the city council shall not be bound by formal rules of evidence. Hearsay evidence may be received; however, in no event shall a decision be based solely on hearsay evidence.

F. Within five business days after the city council acts on the appeal, the city clerk shall send to the applicant, by certified mail, return receipt requested, written notice of the disposition of the appeal.

G. Any permittee aggrieved by the decision of the city council may obtain review of the order within ninety days of notice by filing with the Riverside County Superior Court a petition for review pursuant to California Code of Civil Procedure Section 1094.5. For purposes of this subsection, notice shall be the date that the decision of the city council is mailed by first-class mail, postage prepaid, with a certificate of mailing.

(Ord. No. 1524, § 2, 7-10-18)

5.35.140 Non-disciplinary modification of cannabis regulatory permit.

A. The city manager may eliminate, modify or add to any condition imposed on a permittee when he or she deems such action reasonably necessary to protect the health, safety or welfare of the public or to otherwise secure compliance with the requirements set forth in this Code. The action taken on the permit and the grounds for such action shall be made in writing and sent by certified mail return receipt requested to the permittee's business address, as set forth in the permit.

B. The action by the city manager taken pursuant to this section may be made in conjunction with disciplinary action, in lieu of disciplinary action, or independent of disciplinary action.

C. Any person aggrieved by the action of the city manager may appeal the decision pursuant to the procedures set forth in Section 5.35.130.

(Ord. No. 1524, § 2, 7-10-18)

5.35.150 Notification of changes.

A. A permittee shall notify the city manager in writing within ten calendar days of any change to any item listed in the application. The notification shall be signed by an owner.

B. No person or entity may gain a financial interest in the permittee if said person or entity is determined by the city manager to have a disqualifying conviction within the meaning of Business and Professions Code Section 26057 or is otherwise barred by reason of this chapter.

C. If one of more of the owners of a permittee change, a new permit application and fee shall be submitted to the city within ten business days of the effective date of the ownership change. A change in ownership occurs when the person receiving its interest in the cannabis business meets the definition of an owner. A change in ownership does not occur when one or more owners leave the business by transferring their ownership interest to the other existing owner(s).

(Ord. No. 1524, § 2, 7-10-18)

5.35.160 Remedies and public nuisance.

A. The procedures set forth in this chapter shall be cumulative and in addition to any other procedure or legal remedy provided for in this Code or the laws of the state. Nothing in this chapter shall be deemed to prevent the city from commencing alternative administrative, civil or criminal proceedings. Any violation of this chapter may be subject to injunctive relief, revocation of any permit issued by the city, disgorgement and payment to the city of any and all money unlawfully obtained, costs of abatement, investigation and attorney fees or any other relief or remedy available at law or equity.

B. The city attorney is authorized to institute administrative action pursuant to chapters 1.20 through 1.28 of this Code and to institute civil or criminal action in the Riverside County Superior Court in order to enforce the provisions of this chapter and those provisions set forth in title 17 of this Code relating to land use for cannabis businesses.

C. A violation of any section within this chapter is a public nuisance.

(Ord. No. 1524, § 2, 7-10-18)

5.35.170 Joint and several liability.

All permittees and owners shall be jointly and severally liable for violation of any provision set forth in this chapter.

(Ord. No. 1524, § 2, 7-10-18)

17.08.020 Permitted, conditional and prohibited uses.

The following list represents those uses in the residential districts which are Permitted (P), subject to a Conditional Use Permit (C) or Prohibited (X):

Table 17.08.020

Permitted, Conditional and Prohibited Residential Uses

Zone	R/A	R/A/H	RR	RR/H	VLDR	LDR	MDR	HDR*	MHP
Residential Uses									
Accessory Dwelling Unit	P	P	P	P	P	P	P	P	X
Cannabis Commercial Indoor Cultivation	X	X	X	X	X	X	X	X	X
Cannabis Manufacturing Level 1	X	X	X	X	X	X	X	X	X
Cannabis Distribution Facility	X	X	X	X	X	X	X	X	X
Cannabis Microbusiness	X	X	X	X	X	X	X	X	X
Cannabis Personal Cultivation[6]	P	P	P	P	P	P	P	P	P
Cannabis Retailer	X	X	X	X	X	X	X	X	X
Cannabis Testing Laboratory	X	X	X	X	X	X	X	X	X
Other Cannabis Uses	X	X	X	X	X	X	X	X	X
Commercial cargo/storage container	P	P	P	P	P	X	X	X	X
Community Gardens	P	P	P	P	P	P	P	P	P
Condominiums and Townhomes	X	X	X	X	C	C	P	P	X
Congregate Care Facility	X	X	X	X	X	P	P	P	X
Day Care Center	P	P	X	X	X	C	C	C	C
Day Care Home, Small[1]	P	P	P	P	P	P	P	P	P
Day Care Home, Large[2]	C	C	C	C	C	C	C	C	C
Dormitory	X	X	X	X	X	C	C	C	X
Homeless Shelter	X	X	X	X	X	X	X	C	C
Mobile Home Parks or Subdivisions	X	X	X	X	X	X	C	C	P
Multi-Family Dwelling	X	X	X	X	X	C	P	P	X
Planned Unit Development	X	X	X	P	P	P	P	P	X

Residential Care Facility, Large	X	X	X	X	X	X	C	C	X
Residential Care Facility, Small, Licensed	P	P	P	P	P	P	P	P	P
Residential Care Facility, Small, Unlicensed	X	X	X	X	X	X	C	C	X
Second Dwelling Unit	P	P	P	P	P	P	P	P	X
Single Family Dwelling	P	P	P	P	P	P	P	C	X
Single Room Occupancy	X	X	X	X	X	X	X	C	X
Equestrian Uses									
Stables, Private	P	P	P	P	P	X	X	X	X
Stables, Commercial	P	C	P	C	C	X	X	X	X
Tack and Feed Stores	C	C	C	X	X	X	X	X	X
Veterinary Offices and Hospitals	C	X	C	X	C	X	X	X	X
Agricultural Uses									
Grazing of Animals	P	P	P	P	P	P	X	X	X
Kennels and Catteries, commercial	C	C	C	C	C	C	X	X	X
Locally Adaptive Farming	P[5]	P[5]	C	C	X	X	X	X	X
Factory Farms with Genetic Monocultures	X	X	X	X	X	X	X	X	X
Ranching	P	P	C	C	X	X	X	X	X
Recreational Uses									
Clubhouses	C	X	C	X	C	C	C	C	C
Golf Courses and Related Facilities	C	X	C	X	C	C	C	C	C
Swimming Pool/Sports Club	X	X	X	X	C	C	C	C	C
Sports Courts and Fields	C	X	C	X	C	C	C	C	X
Accessory Uses									
Telecommunications Antennae	C	X	X	X	X	X	X	X	X
Garages (for storage of vehicles only, in excess to that required under Chapter 17.28 (Parking Regulations)	C	X	C	X	C	C	X	X	X
Other Uses									
Bed and Breakfast	C	C	C	C	C	C	C	X	X

Boarding House	X	X	X	X	X	X	X	X	X
Cemeteries	C	X	C	X	C	C	X	X	X
Churches	C	X	C	X	C	C	C	C	C
Utility Facilities	C	C	C	C	C	C	C	C	C
Private Schools	C	C	C	C	C	C	C	C	C
Neighborhood Oriented Retail Stores[3]	X	X	X	X	X	X	C	X	X
Temporary Uses[4]	T	T	T	T	T	T	T	T	T

Housing developments in the VHDR district are permitted at a minimum density of twenty dwelling units per acre by-right when at least fifty percent of the units are reserved for lower income households.

[1] Small family day care homes are permitted by right in single-family residences located in any residential zone. Small family day care homes are not permitted in multiple-family residences.

[2] Large family day care homes are conditionally permitted in single-family residences located in any residential zone. Large family day care homes are not permitted in multiple-family residences.

[3] Neighborhood-oriented retail stores, as defined in the General Plan, consist of "corner store" type development such as convenience stores, grocery or green grocer, video rental, drug stores, sit down restaurants, coffee shops or coffee bars or similar uses, less than five thousand square feet in total square footage.

[4] Temporary uses require temporary use permit. See Chapter 17.108 for provisions.

[5] Agricultural employee housing allowed with up to twelve units or thirty-six persons, and/or up to six workers as a single-family use.

[6] Cannabis Personal Cultivation must comply with the provisions of Chapter 5.34.

(Zoning Ord. dated 1/31/06, § 9102.02; Ord. No. 1392, § 2.)

(Ord. No. 1466, § 3(4), (6), 8-13-13; Ord. No. 1467, §§ 4, 6, 8-13-13; Ord. No. 1482, § 3(2), 1-13-15; Ord. No. 1496, § 3(2), 5-10-16; Ord. No. 1507, § 3.2.2, 3-14-17; Ord. No. 1509, § 3, 4-11-17; Ord. No. 1510, § 3(2), 9-11-17; Ord. No. 1512, § 6, 10-10-17; Ord. No. 1523, § 3B, 7-10-18; Ord. No. 1531, § 3B, 11-13-18; Ord. No. 1552 , § 5, 1-28-20; Ord. No. 1577 , § 13, 9-28-21; Ord. No. 1583 , §§ 3,4, 10-11-22)

17.12.020 Permitted, conditional and prohibited uses.

The following list represents those uses in the commercial and industrial districts which are Permitted (P), subject to a Conditional Use Permit (C) or Prohibited (X).

Table 17.12.020

Permitted, Conditional and Prohibited Commercial and Industrial Uses

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Resource and Open Space Uses								
Plant nurseries, with on-site sales	X	P	X	X	X	X	C	C
Plant nurseries, without on-site sales	X	C	X	X	X	X	X	C
Surface mining[1]	X	X	X	X	C	X	X	C
Commercial cargo/storage containers	C	C	C	C	P	P	P	P
Community Gardens	P	P	P	P	P	P	P	P
Recreation, Education and Public Assembly								
Adult entertainment	X	X	X	X	C	X	X	X
Adult day care facilities	X	C	C	C	X	X	C	X
Automobile race track	X	X	X	X	C	C	X	X
Billiard parlors/pool halls	C	C	C	X	X	C	C	X
Churches	C	C	C	C	C	X	C	C
Community centers	P	P	C	C	X	X	X	X
Convention facilities	P	P	P	X	X	P	X	X
Day care centers	C	C	C	C	X	X	C	X
Health/fitness facilities	C	P	P	P	X	X	C	X
Indoor recreation centers	C	P	P	X	X	C	X	X
Libraries	P	P	P	P	X	P	X	X
Membership organization facilities	X	X	X	C	C	P	C	X
Museums	P	P	P	P	X	P	X	X
Outdoor commercial recreation	P	P	P	C	X	C	C	X
Public parks and playgrounds	P	P	P	P	X	P	P	X
Recreational vehicle (RV) parks	X	X	C	X	X	X	X	X
Recreational vehicle (RV) storage	X	X	X	X	C	X	C	X
Schools	X	X	X	C	X	P	X	X
Sport facilities and outdoor public assembly	C	C	C	C	X	C	C	X
Studios for dance, art, music, photography, etc.	P	P	P	P	C	X	C	X
Theatres and meeting halls	C	C	C	C	C	X	C	C
Retail Uses								
Accessory retail uses	P	P	P	P	P	P	P	X
Alcoholic beverage sales, on- or off-site	C	C	C	C	X	X	X	X
Antique stores	P	P	P	X	X	X	P	X
Art galleries	P	P	C	C	X	P	P	X

Auto, mobile home, and motor vehicle sales, with or without part sales, new and/or used[3]	X	P	P	X	P	P	C	X
Auto, mobile home, and motor vehicle part sales[3]	C	P	P	X	P	P	C	X
Bakeries, retail	P	P	P	P	X	X	P	X
Bars and drinking establishments	C	C	C	X	X	C	X	X
Building material stores	X	P	P	X	X	X	P	X
Certified farmers' markets	P	P	P	X	X	X	X	X
Convenience stores	C	P	P	C	X	C	X	X
Convenience stores, no liquor sales	P	P	P	X	X	X	P	X
Department stores	P	P	P	X	X	X	P	X
Drive-in/drive-through sales	X	P	P	C	X	X	C	X
Drug stores	P	P	P	C	X	X	C	X
Electronic Message Center	C							
Factory outlet centers	X	P	P	X	X	X	C	X
Farm and ranch supply stores	X	P	P	X	X	X	X	X
Furniture, furnishings, home equipment stores	P	P	P	X	X	X	P	X
Gift shops	P	P	P	P	X	P	P	X
Grocery stores, retail butchers and green grocers	P	P	P	X	X	X	C	X
Hardware/lumber stores	C	P	P	X	P	X	P	X
Liquor stores (off-site consumption)	X	C	C	C	X	X	X	X
Outdoor retail merchandise display and activities	P	C	C	C	X	X	C	X
Outdoor retail sales, temporary	T	T	T	T	X	T	T	X
Pawn shops	X	C	C	X	X	X	C	X
Pet stores and grooming	P	P	P	X	X	X	P	X
Restaurants, no beer, wine or liquor sales	P	P	P	P	C	C	P	C
Restaurants, serving beer, wine or liquor	P	P	P	P	C	C	P	C
Restaurants, drive-in, take-out, fast food	C	P	P	C	X	X	C	X
Retail stores, general merchandise	P	P	P	X	X	X	P	X
Second hand/thrift stores	X	C	C	X	X	X	X	X
Shopping centers, 15,000 square feet or more	C	P	P	X	X	X	C	X
Video rental stores	P	P	P	X	X	X	P	X
Warehouse or club stores (i.e., "Big box stores")	X	P	P	P	X	X	P	X
Services								
Automatic teller machine (ATM), not at a bank	P	P	P	P	X	P	P	X
Banks and financial establishments/services	P	P	P	P	X	X	P	X
Barber shops and beauty shops	P	P	P	X	X	X	P	X
Bed and breakfast establishments	P	C	C	X	X	X	X	X
Boarding house	X	X	C	X	X	X	X	X

Business support/secretarial services	P	P	P	P	X	P	P	X
Car wash	X	P	P	X	X	X	C	X
Columbarium's and mortuaries	X	C	C	X	X	X	C	X
Construction storage (indoor and/or outdoor)	X	X	X	X	P	X	C	C
Drive-in and drive-through services	X	P	P	C	X	X	C	X
Dry cleaning, retail	C	P	P	C	X	X	P	X
Equipment rental yards	X	X	C	X	P	C	C	X
Fortune-Telling	X	C	C	C	C	C	C	X
Government offices	P	C	C	P	X	P	P	X
Hookah and Smoking Lounges	X	C	C	C	C	C	C	X
Hotels and motels	P	P	P	X	X	X	C	X
Laundry, coin operated	C	P	P	X	X	X	X	X
Massage Establishment	P	P	P	P	X	P	P	X
Medical services, clinics and labs	C	C	C	P	X	X	C	X
Mobile Vending	T	T	T	T	T	T	T	T
Professional offices	P	P	P	P	X	P	P	X
Public parking	P	P	P	P	P	P	P	X
Public utility and safety facilities	P	P	P	P	P	P	P	P
Real estate offices	P	P	P	P	X	X	P	X
Repair and maintenance of consumer products	X	P	P	C	X	X	P	X
Repair and maintenance of motor vehicles, including auto body	X	C	P	X	P	P	P	X
Research and development facilities	X	X	X	C	C	C	P	X
Storage, accessory, including self-storage	X	X	X	X	C	X	C	X
Tattoo and Body Piercing Studios	C	C	C	C	C	C	X	X
Vehicle fueling/service stations	X	P	P	P	X	P	P	X
Veterinary clinics, animal hospitals, grooming	C	P	P	P	X	X	P	X
Manufacturing and Processing Uses								
Assembly from prefabricated parts or products	X	C[3]	X	X	P	P	P	X
Auto wrecking/parts salvaging	X	X	X	X	C	X	X	X
Bakeries, wholesale	X	X	X	X	P	X	P	X
Breweries and distilleries	C	C	C	X	C	X	C	X
Breweries and distilleries, ancillary to a bar or restaurant	C	C	C	X	X	P	C	X
Cabinet shops, carpentry, furniture manufacturing and assembly	X	X	X	X	P	X	P	X
Ceramics manufacturing and assembly	X	X	X	X	P	X	P	X
Cleaning and dyeing plants	X	X	X	X	P	X	X	X
Contractor's storage yards	X	X	X	X	P	C	C	P
Creameries and dairies	X	X	X	X	C	X	X	X
Distribution	X	X	X	X	P	P	P	X
Food products manufacturing	X	X	X	X	P	X	C	X
Furniture and fixtures	X	X	X	X	P	X	P	X

Garment and shoe manufacturing	X	X	X	X	P	X	P	X
Ice and cold storage	X	X	X	X	P	P	P	X
Laundries and dry cleaning plants	C	C	C	C	P	X	C	X
Lumber yards	X	X	X	X	P	X	C	X
Machining, welding and blacksmithing	X	X	X	X	P	P	C	C
Manufacturing facilities, light	X	X	X	X	P	C	P	X
Manufacturing facilities, heavy	X	X	X	X	P	C	X	X
Metal plating shops	X	X	X	X	C	X	X	X
Mixed-use office/industrial	X	X	X	X	P	C	P	C
Mixed-use industrial/commercial	X	X	X	X	P	X	C	X
Packing plant	X	X	X	X	P	X	P	X
Printing/publishing	C	C	C	C	P	X	P	X
Recycling facilities	X	X	X	X	P	X	C	X
Recycling—Reverse vending machines	P	P	P	X	P	X	P	X
Sheet metal shops	X	X	X	X	P	P	C	C
Stone and granite storage and sales	X	X	X	X	P	X	C	P
Storage yard	X	X	X	X	P	C	C	P
Tire recapping, retreading and storage	X	X	X	X	C	C	C	X
Truck (commercial) repair, towing, storage and service	X	X	X	X	P	P	C	C
Trucking yard or terminal	X	X	X	X	C	C	C	X
Warehousing	X	X	X	X	P	P	P	C
Wholesaling	X	X	X	X	P	C	P	X
Residential Uses								
Caretaker/watchperson's dwelling	C	X	X	X	C	C	C	C
Guest house	X	X	X	X	X	X	X	X
Home occupations	P	X	X	X	X	X	X	X
Mixed-use, residential/commercial[6]	P	P	C	C	X	C	C	X
Residential accessory uses and structures	C	X	X	X	X	X	X	X
Residential care facility, large	X	X	C	X	X	X	X	X
Residential care facility, small, licensed	X	X	C	X	X	X	X	X
Residential care facility, small, unlicensed	X	X	C	X	X	X	X	X

Zone	DC	GC	HSC	PO	I	AI	BP	IMR
Congregate care housing	C	X	X	C	X	X	C	X
Single room occupancy facility	C	X	C	X	X	X	X	X
Single-family dwellings, existing	P	X	X	X	X	X	X	X
Single-family dwellings, new	X	X	X	X	X	X	X	X
Accessory Dwelling Unit	X	X	X	X	X	X	X	X
Other Uses								
Commercial or telecommunications antennae	X	C	C	C	C	C	C	C
Public utility facilities	X	P	P	P	P	P	P	P
Emergency shelters	X	X	X	X	X	P	X	X
Cannabis Commercial Indoor Cultivation[9]	X	X	X	X	C	X	C	X
Cannabis Personal Cultivation[7]	X	X	X	X	X	X	X	X

Cannabis Manufacturing Level 1[9]	X	X	X	X	C	X	X	X
Cannabis Retailer	X	X	C[8]	X	X	X	X	X
Cannabis Testing Laboratory[9]	X	X	X	X	C	X	X	X
Cannabis Distribution Facility[10]	X	X	X	X	C	X	X	X
Cannabis Microbusiness[11]	X	X	X	X	C	X	C	X
Other Cannabis Uses	X	X	X	X	X	X	X	X

[1] Surface mining permit required. See Chapter 17.100.

[2] Reserved.

[3] Refer to Section 17.12.050(B) for conditional use permit requirements.

[4] A government office shall include administrative functions as well as those activities that will involve on-site customer patronage. A government office that is only administrative in nature, involving no customer patronage, can be considered a professional office.

[5] When undertaken in conjunction with on-site retail as a primary use.

[6] Existing mixed residential/commercial uses that are legal and nonconforming with respect to Conditional Use Permits may be reoccupied.

[7] Cannabis Personal Cultivation is prohibited except in a house, an apartment unit, a mobile home, or other similar dwelling that is a legal non-conforming use and that otherwise complies with Chapter 5.34 of this Code.

[8] Cannabis Retailers shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.54.

[9] Cannabis Commercial Indoor Cultivation, Cannabis Manufacturing Level 1, and Cannabis Testing Laboratory uses shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

[10] A Cannabis Distribution Facility shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

[11] A Cannabis Microbusiness shall require approval of a Cannabis Conditional Use Permit by the City Council, after recommendation by the Planning Commission, and shall be subject to the requirements of Chapter 17.53.

(Zoning Ord. dated 1/31/06, § 9103.02; Ord. No. 1355, § 3 (part); Ord. No. 1387, § 3; Ord. No. 1392, § 3; Ord. No. 1426, § 5, 9-14-10; Ord. No. 1434, §§ 4, 14, 15, 2-8-11; Ord. No. 1448, § 7, 5-8-12; Ord. No. 1467, §§ 4, 6, 8-13-13; Ord. No. 1469, §§ 3, 8, 10-8-13; Ord. No. 1476, § 3, 1-28-14; Ord. No. 1488, § 3.2.a., 6-9-15; Ord. No. 1496, § 3(2), 5-10-16; Ord. No. 1507, § 3.2.3, 3-14-17; Ord. No. 1509, §, 4-11-17; Ord. No. 1510, § 3(2), 9-11-17; Ord. No. 1512, § 6, 10-10-17; Ord. No. 1530, §§ 4B, 4C, 9-25-18; Ord. No. 1535, § 4B, 11-13-18; Ord. No. 1523, § 3C, 7-10-18; Ord. No. 1531, § 3C, 11-13-18; Ord. No. 1547, § 3(Exh. A), 6-25-19; Ord. No. 1552 , § 6—9, 1-28-20; Ord. No. 1565 , §§ 9—11, 7-14-20; Ord. No. 1577 , § 14, 9-28-21)

Chapter 17.53 CANNABIS CONDITIONAL USE PERMITS

17.53.010 Definitions.

For the purpose of this Chapter, the following words and phrases shall be defined as follows:

A. "Applicant" means an owner applying for a cannabis conditional use permit pursuant to this Chapter.

B. "Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

C. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

D. "Cannabis business" means a cultivation facility, a cannabis manufacturing level 1 facility, testing laboratory facility, cannabis distribution facility, or cannabis microbusiness.

E. "Cannabis distribution" means the procurement, sale and transport of cannabis goods between State licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

F. "Cannabis distribution facility" means a facility that transports cannabis goods between State licensed cannabis retailers, manufacturers, cultivators and testing laboratories.

G. "Cannabis goods" means cannabis, including dried flower, and cannabis products.

H. "Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) a cannabis retailer (as defined in Section 17.54.010), (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than 10,000 square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses.

I. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

J. "Canopy space" means the designated areas at a cultivation facility that will contain mature plants at any point in time, as follows:

1. Canopy shall be calculated in square feet and measured using clearly identifiable boundaries of all area(s) that will contain mature plants at any point in time, including all of the space(s) within the boundaries;

2. Canopy may be noncontiguous but each unique area included in the total canopy calculation shall be separated by an identifiable boundary that includes, but is not limited to, interior walls, and shelves; and

3. If mature plants are being cultivated using a shelving system, the surface area of each level shall be included in the total canopy calculation.

K. "City" means the City of Banning.

L. "City Manager" means the City Manager or his/her designee.

M. "Convicted" or "conviction" means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

N. "Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a State license issued by a licensing authority.

O. "Cultivation" means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of cannabis.

P. "Cultivation facility" means a location where cannabis is planted, grown, harvested, dried, cured, graded, or trimmed, or a location where any combination of those activities occurs.

Q. "Extraction" means a process by which cannabinoids are separated from cannabis plant material through chemical or physical means.

R. "Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

S. "Indoors" means within a fully enclosed and secure structure.

T. "Infusion" means a process by which cannabis, cannabinoids, or cannabis concentrates, are directly incorporated into a product formulation to produce a cannabis product.

U. "Licensing authority" means the Bureau of Cannabis Control; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other State cannabis licensing authority.

V. "Manufacture" means to compound, blend, extract, infuse, or otherwise make or prepare a cannabis product.

W. "Manufacturing facility" means a location that conducts the production, preparation, propagation, or compounding of cannabis or cannabis products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages cannabis or cannabis products or labels or relabels its container.

X. "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

Y. "Outdoors" means any area or location not specifically meeting the definition of indoors.

Z. "Owner" means any of the following:

1. A person with an aggregate ownership interest of 20 percent or more in the person applying for a permit or a permittee, unless the interest is solely a security, lien, or encumbrance.

2. The chief executive officer of a nonprofit or other entity.

3. A member of the board of directors of a nonprofit.

4. An individual who will be participating in the direction, control, or management of the person applying for a permit. An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:

    a. A partner of a cannabis business that is organized as a partnership.

b. A member of a limited liability company of a cannabis business that is organized as a limited liability company.

c. An officer or director of a cannabis business that is organized as a corporation.

AA. "Nonvolatile solvent" means any solvent used in the extraction process that is not a volatile solvent. For purposes of this Chapter only, nonvolatile solvents include carbon dioxide and ethanol.

BB. "Package" means any container or receptacle used for holding cannabis or cannabis products.

CC. "Permit" means a cannabis conditional use permit issued pursuant to this Chapter.

DD. "Permittee" means any person holding a cannabis conditional use permit under this Chapter.

EE. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

FF. "Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant where the cannabis business will be conducted.

GG. "Significant discrepancy" means a difference in actual inventory compared to records pertaining to inventory of at least one thousand dollars. For purposes of determining a discrepancy, the acquisition price of the cannabis goods shall be used to determine the value of cannabis goods in a permittee's inventory.

HH. "Testing laboratory" means a laboratory, facility, or entity in the City that offers or performs tests of cannabis or cannabis products and that is both of the following:

1. Accredited by an accrediting body that is independent from all other persons involved in commercial cannabis activity in the State.

2. Licensed by the Bureau.

II. "Volatile solvent" means any solvent that is or produces a flammable gas or vapor that, when present in the air in sufficient quantities, will create explosive or ignitable mixtures. Examples of volatile solvents include, but are not limited to, butane, hexane, and propane.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1542, § 3, 4-23-19; Ord. No. 1565 , § 12, 7-14-20; Ord. No. 1577 , § 19, 9-28-21)

17.53.020 Commercial cannabis conditional use permit required.

A. Except as expressly authorized pursuant to this Title (Title 17, Zoning), all commercial cannabis activity is prohibited in the City.

B. Prior to initiating operations and as a continuing requisite to operating a cannabis business, the person(s) wishing to operate a cannabis business shall:

1. Obtain and maintain a validly issued cannabis conditional use permit approved by the City Council after recommendation by the Planning Commission, and comply with all conditions of approval.

2. Obtain and maintain a State license to engage in the specific cannabis business being operated on the premises.

3. Obtain and maintain a cannabis regulatory permit as required by Chapter 5.35 of this Code.

4. Obtain and maintain a business license or any other license or permit required by this Code.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.030 Commercial cannabis conditional use permit—Application fees and terms.

A. No cannabis conditional use permit application shall be processed unless the applicant pays the application fee deposit in the amount to be established by resolution of the City Council. No cannabis conditional use permit shall be issued unless the applicant pays the nonrefundable permit fee in the amounts to be established by resolution of the City Council.

B. No cannabis conditional use permit shall be issued if the applicant has an ownership or other direct financial interest in any other commercial cannabis business operating in the City.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.040 Cannabis conditional use permit application requirements.

An applicant shall file the following information with the City at the time of application for a cannabis conditional use permit:

A. A completed cannabis conditional use permit application, together with the application fee in an amount to be established by resolution of the City Council.

B. Proof of a cannabis regulatory permit jointly approved by the City Manager and Chief of Police. The owner identified on the cannabis conditional use permit application shall be same owner as listed on the cannabis regulatory permit issued pursuant to Chapter 5.35.

C. An operating plan for the proposed cannabis business that includes:

1. A general description of the types of products and/or services to be provided by the cannabis business;

2. A site plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, of the parcel of property on which the proposed cannabis business will be located. The site plan shall include the outline of all structures, driveways, parking and landscape areas, and boundaries of the parcel.

3. A floor plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, designating all interior dimensions of the premises, the proposed use of all spaces, identification of limited access areas, areas of ingress and egress, and all security camera locations.

4. An evaluation of accessibility by the physically disabled to and within the building and identification of any planned accessibility improvements to comply with all state and federal disability access laws, including, but not limited to, Title 24 of the California Code of Regulations and the Americans with Disabilities Act. The evaluation must be professionally prepared by a licensed civil engineer or architect.

5. A business plan describing how the cannabis business will operate in accordance with the Banning Municipal Code, state law, and other applicable regulations. The business plan must include plans for cash handling and transportation of cannabis and cannabis products to and from the premises.

6. Water source information.

7. Projected energy demand and energy efficiency plan that addresses illumination, heating, cooling, and ventilation. The applicant shall also provide a letter from the Banning Municipal Electric Company stating that the Banning Municipal Electric Company can meet the cannabis business' energy demand.

8. A list of all owners, employees, independent contractors, and volunteers.

D. Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including, but not limited to, any use identified in Business and Professions Code section 26054(b) and any park located within 600 feet of the premises. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. The map must be professionally prepared by a licensed civil engineer or architect.

E. Security plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. The security plan must be prepared by a qualified professional.

F. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use.

G. The name, phone number, and email address of an on-site community relations representative or staff member or other representative to whom the City can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have complaints or concerns regarding the cannabis business. This information shall be available to neighboring businesses and residences located within one hundred feet of the cannabis business, as measured in a straight line without regard to intervening structures.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1542, § 4, 4-23-19)

17.53.050 Additional application requirements.

A. Each cannabis business shall obtain a separate conditional use permit.

B. The applicant shall submit proof that the applicant is, or will be, entitled to possession of the premises for which application is made.

C. The applicant shall submit proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, partnership agreements, and other documentation which may be required by the City.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.060 Procedures and findings for approval of cannabis conditional use permit.

A. A cannabis conditional use permit shall be processed in accordance with the procedures set forth in Chapter 17.52, Conditional Use Permits, with the following exceptions:

1. Any provision that requires the approval by the Planning Commission with appeal to the City Council shall be replaced with the requirement that the Planning Commission make a recommendation on the cannabis conditional use permit and that the approval of such permit shall be made by the City Council.

2. Sections 17.52.020 (Application procedures) and 17.52.080 (Modifications) shall not apply.

3. Any procedures pertaining to noticing and the setting of a public hearing before the Planning Commission shall also apply to the City Council.

B. An applicant for a cannabis conditional use permit shall comply with the California Environmental Quality Act ("CEQA"). No cannabis conditional use permit shall be granted until the requisite CEQA review has been conducted.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.070 Approval of cannabis conditional use permit with conditions.

A. Upon approval of a cannabis conditional use permit, the City Council may impose conditions in excess of the requirements set forth in this Chapter including, but not limited to, conditions relating to hours of operation, the operation of any cannabis business, restrictions relating to the deployment or use of the types of equipment used on the premises, and set back requirements.

B. The City may grant a cannabis conditional use permit prior to the applicant having obtained a state license from a licensing authority; however, no approved cannabis business may receive a certificate of occupancy nor operate in the City prior to possessing the requisite state and local licenses and permits.

C. All cannabis businesses must pay all applicable taxes pursuant to all federal, state, and local laws.

D. Cannabis businesses shall comply with all cannabis state laws and regulations.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.080 Premises.

A. All cannabis businesses shall be conducted only in the interior of enclosed structures, facilities and buildings and all operations including the storage or cultivation of cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building. There shall be no outdoor storage of any kind associated with the cannabis business.

B. No cannabis business shall be located within a 600-foot radius of any park, day care center, or youth center, or public or private school providing instruction in kindergarten or any of grades 1-12, that is in existence at the time the cannabis conditional use permit is issued. The 600-foot distance requirement does not include any private school in which education is primarily conducted in a private home or a family day care home. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection. Outdoor storage on the premises shall be prohibited.

C. Loading areas and loading docks shall be located on the side or rear of the lot, and shall be screened by solid, decorative walls.

D. Hours of operation shall be as approved with the Conditional Use Permit.

E. Cannabis businesses shall only be conducted on properties that are fully compliant with all Banning Municipal Code requirements, including required development standards such as parking, landscaping, etc.

F. Cannabis businesses located within the same building or on the same property shall each have a validly issued cannabis conditional use permit from the City.

G. All entrances into the premises shall be locked at all times with entry controlled by the permittee's managers and staff.

H. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed on the premises.

I. All commercial cannabis activity in any premises shall be separated from the main entrance and lobby, and cannabis and cannabis products shall be secured by a lock accessible only to managers and staff of the permittee.

J. A permittee shall not, without an approved amendment to the cannabis conditional use permit, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

K. A permittee shall not sublet the premises.

L. Inspections. The City shall have the right to enter all cannabis businesses from time to time upon 24-hour's notice for the purpose of making reasonable inspections to observe and enforce compliance with this Chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the cannabis business is being operated or maintained in compliance with this Code, state law, and other applicable laws and regulations. Any cannabis business licensed pursuant to this Chapter may be required to demonstrate, upon demand by the City that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1542, § 5, 4-23-19)

17.53.090 Personnel and visitors.

A. All agents, officers, or other persons acting for or employed by a cannabis business shall display a laminated or plastic-coated identification badge issued by the cannabis business at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the cannabis business's "doing business as" name and city business license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

B. Employees and Volunteers Age Requirement. A cannabis business shall not employ an individual less than twenty-one (21) years of age, nor may a cannabis business permit an individual less than twenty-one (21) years of age to volunteer at or be within the cannabis business.

C. Visitors. Cannabis businesses shall not be open to the general public. Any individual permitted to enter a limited access area who is not a person that has undergone a background check in accordance with Chapter 5.35 of this Code and is not listed on the premises' worker list shall be considered a visitor. Notwithstanding the foregoing, state and local employees, or their official designees, shall not be considered a visitor provided the individual is on the licensed premises for purposes of official government business.

    1. Visitors Identification and Record Requirements. Prior to permitting a visitor into a limited access area, a cannabis business must check the individual's valid government issued identification. The visitor shall be required to sign the cannabis business's visitor log, which must include the individual's name, date of entry, and purpose for entry.

    2. Visitors Must Be at Least Twenty-One (21) Years of Age. A cannabis business may not permit a visitor who is less than twenty-one (21) years of age to enter a limited access area.

    3. Visitors Prohibited Conduct. A visitor shall not be permitted to engage in any commercial cannabis activity while on the premises.

    4. A manager shall be on the site at all times that any other person, except a security guard, is on the site.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.100 Security.

The premises of a cannabis business must comply with all of the following security requirements:

A. Main Entrance and Lobby. The premises shall have a building with a main entrance that is clearly visible from the public street or sidewalk. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed in the cultivation areas.

B. Transport Area. The premises shall have an area designed for the secure transfer of cannabis from the cultivation, manufacturing, or testing laboratory area to a vehicle for transportation.

C. Commercial-Grade Locks. All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

D. A permittee that is engaged in cultivation, manufacture, or distribution or is a cannabis microbusiness shall hire or contract for 24-hour security personnel to provide security services for the premises. All security personnel hired or contracted for by the cannabis business shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

E. Video Surveillance. The premises must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.

1. Each premises shall have a digital audio/video surveillance system with a minimum camera resolution of 1280 x 720 pixels.

2. The surveillance-system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet.

3. The video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance and shall capture audio such that all sounds are intelligible.

4. Each camera shall be permanently mounted and in a fixed location. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the premises, and allows for the clear and certain identification of any person and activities in all areas required to be filmed under subsection 5 below.

5. Areas that shall be recorded on the audio/video surveillance system include the following:

a. Areas where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the premises;

b. Limited-access areas;

c. Security rooms;

d. Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area;

e. Entrances and exits to the premises;

f. Waste containers.

6. Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).

7. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering, fire, or theft.

8. Surveillance recordings shall be kept for a minimum of 90 days.

9. Surveillance recordings shall be monitored by a third party surveillance company.

10. Surveillance recordings are subject to inspection by the City, and shall be kept in a manner that allows the City to view and obtain copies of the recordings at the licensed premises upon not less than 24 hours advance notice. The permittee shall also send or otherwise provide copies of the recordings to the City upon reasonable notice by the City.

11. Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology standards.

12. The video surveillance system shall be equipped with a failure notification system that provides notification to the permittee of any interruption or failure of the video surveillance system or video surveillance-system storage device.

13. The video surveillance system shall be equipped with a battery backup system capable of sustaining system operations in the case of an energy failure.

F. Alarm System. The premises shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows.

1. The alarm system shall be installed, maintained, monitored, and responded to by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. Upon request, a permittee shall make available to the City all information related to the alarm system.

G. Secure Storage of Product. Cannabis and cannabis products possessed by a cannabis business shall be kept and stored in a secured manner at all times. All areas where cannabis and/or cannabis products are kept shall be separated from the main entrance and lobby and secured by a lock accessible only to managers and staff.

H. Lighting. The business entrance(s) and all window areas of any cannabis business shall be illuminated during evening hours. The cannabis business shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, and shielding.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1577 , § 20, 9-28-21)

17.53.110 Track and trace.

All permittees shall comply with the track and trace system established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.120 Signage.

The premises must comply with the following signage requirements.

A. A cannabis business shall conspicuously post signs a minimum of eight (8) inches wide by ten (10) inches high in size that can readily be seen by all persons at the entrance that state: "This site is not open to the public" and "Retail sales of any goods and services is prohibited."

B. Business signage shall be limited to the name of the cannabis business only, shall be in compliance with the City's sign code, and shall contain no advertising of any companies, brands, products, goods, or services.

C. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

D. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."

E. A sign shall be posted stating "Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises or in their vicinity is prohibited and a violation of the Banning Municipal Code."

F. A cannabis microbusiness that engages in in person retail sale of cannabis and cannabis products is not required to comply with Subsection A above.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1577 , § 21, 9-28-21)

17.53.130 Cannabis waste management.

Cannabis waste disposal shall be conducted as follows:

A. Chemical, Dangerous and Hazardous Waste. Disposal of chemical, dangerous or hazardous waste must be conducted in a manner consistent with federal, state and local laws, regulations, rules or other requirements. This may include, but is not limited to, the disposal of all pesticide or other chemicals used in the cultivation process, certain solvents or other chemicals used in the production of cannabis concentrate.

B. Cannabis Waste. Cannabis waste must be made unusable and unrecognizable prior to leaving the licensed premises by grinding it and incorporating it with fifty percent non-medicinal cannabis waste. If necessary to protect the health and safety of individuals working on a licensed premises, a cannabis business may grind the stalk of a cannabis plant outside of its licensed premises provided all grinding activities occur within twenty feet of the licensed premises and cannot be seen from any public street.

C. Cannabis waste must be placed in either a trash enclosure or a trash receptacle for which either is locked with a commercial grade lock that is only accessible by the owner, manager, or employee of the cannabis business and any waste disposal company that provide waste disposal services for the cannabis business.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.140 General sanitary requirements.

A. A cannabis business must ensure that its premises is maintained in a sanitary manner and activities on its premises are conducted in a sanitary manner.

B. All facilities of a cannabis business must have adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.

C. All workers that engage in the preparation of edible cannabis products must comply with the provisions of all relevant state and local laws regarding the preparation, distribution, and sale of food.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.150 Odor control.

A. A cannabis business must have a ventilation and filtration system installed that shall prevent cannabis plant odors from exiting the interior of the structure and shall comply with all related Building Code requirements.

B. The ventilation and filtration system must be approved by the Building Official and installed prior to the commencement of cannabis cultivation activities.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.160 Cannabis indoor cultivation.

A. Cannabis Commercial Indoor Cultivation shall occur only indoors and shall contain not less than 10,000 square feet of canopy space nor exceed 22,000 square feet of canopy space per cannabis conditional use permit holder.

B. Seed to Sale Tracking Required. Until such a time that the state of California fully implements the California Cannabis Track and Trace System required by Section 26067 of the Business and Professions Code, a cannabis business must utilize seed to sale software, third-party software that tracks all sales, transfers, purchases, receipts, deliveries of cannabis and cannabis products. The software must be capable of producing electronic shipping manifests, tracking all cannabis inventory in possession of the cannabis business, promptly identifying a discrepancy in the stock, and tracking cannabis from the end purchaser back to its source in the event of a serious adverse event. Once implemented, all permittees shall comply with the California Cannabis Track and Trace System established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

C. Cultivators must comply with the Federal Worker Protection Standard (40 CFR 170).

D. The cultivation of cannabis must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

E. The cultivation of cannabis shall be conducted in a secure manner and shall not be visible from a public right of way. As used in this subsection, the term "visible" means capable of being seen without visual aid by an individual of normal acuity.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.170 Cannabis manufacturing level 1.

A. Edible Cannabis Products. Edible cannabis products shall be manufactured, packaged and labeled in compliance with MAUCRSA and any implementing regulations adopted by the State.

B. Edible cannabis products must be individually packaged and ready for sale by the manufacturer prior to sale or transfer to another cannabis business.

C. Any person that is involved in the manufacture of edible cannabis products must be a state certified food handler. The valid certificate number of such person must be on record at the manufacturing facility where that individual produces edible cannabis products.

D. Any facility used by a cannabis business to manufacture edible cannabis products shall be constructed, operated and inspected in compliance with all applicable building code and food safety requirements.

E. A cannabis business that manufactures edible cannabis products must comply with the provisions of all relevant state and local laws regarding the preparation, distribution, and sale of food; which shall include, but not be limited to, hand-washing requirements, use of gloves for packaging, and policies prohibiting individuals suffering from symptoms associated with communicable diseases or infections from engaging the production of edible cannabis products.

F. Expiration Date. A cannabis business engaged in the manufacture of cannabis products, including an edible cannabis product, that is perishable shall assign an expiration date or use-by date, whichever is appropriate, to all perishable cannabis products. Once an expiration date or use-by date is assigned to cannabis products, it shall be unlawful for a person to alter that date or affix a new label with a later use-by or expiration date.

G. Extraction Requirements.

1. A manufacturer engaged in extraction may only engage in extraction using non-volatile solvents. The permittee shall not make any modifications to the method of extraction without first obtaining a modification of its permit.

2. Within the limitations set forth by state law, a cannabis business that extracts cannabis or produces cannabis concentrate using a solvent must use a professional grade, closed-loop extraction system capable of recovering the solvent used and must only use a solvent that is permissible under the MAUCRSA and any implementing regulations, and the manufacturer's state license.

H. Compliance with State Law. All packaging and labeling of cannabis and cannabis products by a cannabis business must, at a minimum meet the requirements set forth in the MAUCRSA and any implementing regulations, as the same may be amended from time to time or superseded or replaced by subsequent state legislation or by any state department or division.

I. Tamper-Evident, Child-Resistant Packaging Required. Cannabis and cannabis products shall be labeled and placed in a resealable, tamper-evident, child-resistant package and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.

J. Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.

K. State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the state-mandated warnings and information contained in Business and Professions Code Section 26120(c). Notwithstanding the foregoing, during the period of time that the state permits untested cannabis and cannabis products to be sold to purchasers, all cannabis and cannabis products must have a label affixed to each package that clearly states "This product has not been tested as required by the Medicinal and Adult Use Cannabis Regulation and Safety Act" and must comply with any other labeling requirements imposed by the state.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.180 Cannabis testing laboratory.

A. Accreditation. A testing laboratory shall obtain and maintain ISO/IEC 17025 accreditation.

B. Operating Procedures. A testing laboratory shall adopt and adhere to standard operating procedures to ensure the reporting of accurate test results, including but not limited to equipment, calibration, and methodology standards, that are consistent with its ISO/IEC 17025 accreditation.

C. A testing laboratory shall obtain samples of cannabis and cannabis products for testing in accordance with a statistically valid method designed to ensure that a sample is representative of the whole. Sampling methods should have at least a 95% confidence rate.

D. A testing laboratory shall destroy and safely dispose of the remains of any samples of cannabis or cannabis products tested upon completion of the analysis and the expiration of any retention time pursuant its standard operating procedures.

E. A testing laboratory shall maintain all testing results as a part of their respective business records.

(Ord. No. 1523, § 3G, 7-10-18)

17.53.190 Cannabis distribution facility.

The transportation of cannabis or cannabis products shall only be conducted by persons holding a State license for cannabis distribution or employee of those persons.

Transportation safety standards, in addition to those imposed by the State of California, shall be approved by the Chief of Police including without limitations, the type of vehicles in which cannabis or cannabis product may be distributed, and minimum qualification for persons eligible to operate such vehicles.

A person holding a permit to operate a distribution facility shall observe and comply with all security manifest and notice requirements of Business and Professions Code Section 26070, as well as all State law requirements and Bureau regulations to operate a distribution facility.

(Ord. No. 1565 , § 14, 7-14-20)

17.53.200 Cannabis microbusinesses.

A cannabis microbusiness shall comply with the following operational regulations as applicable:

A. Any cannabis cultivation shall occur only indoors and shall contain less than ten thousand square feet of canopy space.

B. The cannabis microbusiness shall comply with the California Cannabis Track and Trace System established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

C. A cannabis microbusiness that engages in cultivation must comply with the Federal Worker Protection Standard (40 CFR 170).

D. Any cannabis cultivation must be conducted in accordance with all applicable federal, state, and local laws and regulations governing the use of pesticides.

E. Any cannabis cultivation shall be conducted in a secure manner and shall not be visible from a public right-of-way. As used in this subsection, the term "visible" means capable of being seen without visual aid by an individual of normal acuity.

F. A cannabis microbusiness that engages in the manufacture of cannabis products shall comply with Section 17.53.170.

G. A cannabis microbusiness that engages in the distribution of cannabis or cannabis products shall comply with Section 17.53.190.

H. A cannabis microbusiness that engages in the retail sale of cannabis must comply with Sections 17.54.090 and 17.54.170. In the event there is a conflict pertaining to any of the operational or development standards set forth in this Chapter and in the above-referenced Sections in this paragraph, the Community Development Director shall determine which standards apply. For example, if a cannabis microbusiness operates as both a retailer and cannabis cultivation facility and the

standards pertaining to a retailer and cannabis cultivation facility conflict, the Community Development Director shall determine which standards apply.

I. A conditional use permit shall only be issued to a cannabis microbusiness if it includes conditions that require (1) an application for a building permit for any construction or tenant improvements for the proposed use to be submitted within forty-five days of approval of the cannabis conditional use permit, (2) that any physical construction in reliance on the building permit be commenced within sixty days after the issuance of the building permit, and (3) that the cannabis microbusiness commence its operations within one hundred eighty days of the issuance of a building permit. If the applicant fails to satisfy the requirements for the forty-five-day, sixty-day, or one hundred eighty-day period, the cannabis conditional use permit shall automatically become null and void, unless the applicant files an application for an extension prior to the expiration of the applicable deadline and thereafter obtains that extension from the Community Development Director on the basis that the extension is warranted by special circumstances and that the applicant would be irreparably injured by the denial of an extension. In addition, if after commencement of construction, work is discontinued for a period of one hundred eighty days, the cannabis conditional use permit shall become null and void.

(Ord. No. 1577 , § 23, 9-28-21)

17.53.210 Other provisions.

A. Cannabis Consumption on Premises. Smoking, vaporizing, ingesting, or otherwise consuming cannabis and cannabis products at a premises is prohibited. Premises as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas.

B. No person shall give, sell, distribute, or otherwise transfer any cannabis product in any manner not consistent with the approved cannabis conditional use permit or that violates local or state law.

C. Permittees must cooperate with City staff and Police Department personnel who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to this Chapter.

D. Permittees must comply with all state laws and regulations that pertain to cannabis businesses including, but not limited to, the MAUCRSA, and any regulations promulgated by a licensing authority.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1565 , § 13, 7-14-20; Ord. No. 1577 , § 2, 9-28-21)

Editor's note(s)—Ord. No. 1577 , § 22, adopted July 14, 2020, renumbered § 17.53.200 to be 17.53.210 to provide for the addition of a new § 17.53.200

17.53.220 Indemnification.

A. Indemnification. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any permit pursuant to this Chapter or the operation of any cannabis business approved by such permit pursuant to this Chapter. As a condition of approval of a permit granted under this Chapter, the applicant shall:

1. Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the cannabis business as provided in this chapter.

2. Maintain insurance in the amounts and of the types that are acceptable to the City pursuant to guidelines and policies set forth by the City.

3. Name the City as an additionally insured on all City required insurance policies.

4. Defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a permit or the operation of the cannabis business.

5. Reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge (or federal enforcement action) related to the City's approval of a permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

(Ord. No. 1523, § 3G, 7-10-18; Ord. No. 1565 , § 13, 7-14-20; Ord. No. 1577 , § 22, 9-28-21)

Editor's note(s)—Ord. No. 1577 , § 22, adopted July 14, 2020, renumbered § 17.53.210 to be 17.53.220 to provide for the addition of a new § 17.53.200.

Chapter 17.54 CANNABIS RETAILER CONDITIONAL USE PERMITS

17.54.010 Definitions.

For the purpose of this Chapter, the following words and phrases shall be defined as follows:

A. "Applicant" means an owner applying for a cannabis retailer conditional use permit pursuant to this Chapter.

B. "Bureau" means the Bureau of Cannabis Control within the California Department of Consumer Affairs.

C. "Cannabis" means all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. "Cannabis" also means the separated resin, whether crude or purified, obtained from cannabis. "Cannabis" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination. For the purpose of this Chapter, "cannabis" does not mean "industrial hemp" as defined by Section 11018.5 of the Health and Safety Code.

D. "Cannabis business" means a cannabis retailer.

E. "Cannabis microbusiness" means a commercial cannabis business comprised of at least three out of the following four uses on the same premises: (1) cannabis retailer, (2) a manufacturing facility, (3) a cultivation facility with canopy space of less than ten thousand square feet, and (4) a cannabis distribution facility. To qualify as a cannabis microbusiness, the cannabis business must engage in a minimum of three out of the four above referenced uses. Any term use in this definition that is not defined herein shall have the same definition as set forth in Section 17.53.010.

F. "Cannabis products" has the same meaning as in Section 11018.1 of the Health and Safety Code.

G. "Cannabis retailer" means a cannabis business that engages in the retail sale and delivery of cannabis or cannabis products to customers.

H. "City" means the City of Banning.

I. "City Manager" means the City Manager or his/her designee.

J. "Convicted" or "Conviction" means a plea or verdict of guilty or a conviction following a plea of nolo contendere was entered, but does not include any plea, verdict, or conviction that is expunged pursuant to California law or a similar federal or state law where the expungement was granted.

K. "Commercial cannabis activity" includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, packaging, labeling, transportation, delivery or sale of cannabis and cannabis products, or engaging in any other cannabis activity that requires a State license issued by a licensing authority.

L. "Financial interest" shall have the meaning set forth in Section 5004 of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

M. "Licensing authority" means the Bureau of Cannabis Control; CalCannabis Cultivation Licensing, a division of the California Department of Food and Agriculture (CDFA); the California Department of Public Health's Manufactured Cannabis Safety Branch; or any other State cannabis licensing authority.

N. "MAUCRSA" means the Medicinal and Adult-Use Cannabis Regulation and Safety Act.

O. "Owner" means any of the following:

1. A person with any ownership interest, unless the interest is solely a security, lien, or encumbrance.

2. The chief executive officer of a nonprofit or other entity.

3. A member of the board of directors of a nonprofit.

4. An individual who will be participating in the direction, control, or management of the person applying for a permit. An owner who is an individual participating in the direction, control, or management of the commercial cannabis business includes any of the following:

a. A partner of a cannabis business that is organized as a partnership.

b. A member of a limited liability company of a cannabis business that is organized as a limited liability company.

c. An officer or director of a cannabis business that is organized as a corporation.

P. "Permit" means a cannabis retailer conditional use permit issued pursuant to this Chapter.

Q. "Permittee" means any person holding a cannabis conditional use permit under this Chapter.

R. "Person" includes any individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit, and the plural as well as the singular.

S. "Premises" means the designated structure or structures and land specified in the application that is owned, leased, or otherwise held under the control of the applicant where the cannabis business will be conducted.

T. "Significant discrepancy" means a difference in actual inventory compared to records pertaining to inventory of at least one thousand dollars. For purposes of determining a discrepancy, the acquisition price of the cannabis goods shall be used to determine the value of cannabis goods in a permittee's inventory.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1577 , § 24, 9-28-21)

17.54.020 Cannabis retailer conditional use permit required.

A. Except as expressly authorized pursuant to this Title (Title 17, Zoning), all commercial cannabis activity is prohibited in the City. Notwithstanding the foregoing, the City shall not prohibit any commercial cannabis activity for which the City is preempted by State law from prohibiting. Consistent with Section 5416 of Title 16 of the California Code of Regulations, or any successor section, cannabis retail deliveries are permitted from lawful and permitted retailers in the City and from retailers located outside the City that are lawfully operating and permitted by the county or city in which they are located.

B. Prior to initiating operations and as a continuing requisite to operating a cannabis business, the person(s) wishing to operate a cannabis business shall:

1. Obtain and maintain a validly issued cannabis conditional use permit approved by the City Council after recommendation by the Planning Commission, and comply with all conditions of approval.

2. Obtain and maintain a State license to engage in the specific cannabis business being operated on the premises.

3. Obtain and maintain a cannabis retailer regulatory permit as required by Chapter 5.33 of this Code.

4. Obtain and maintain a business license or any other license or permit required by this Code.

C. A cannabis microbusiness with a retail component is not subject to the requirements of this Chapter 17.54 and is instead regulated pursuant to Chapter 17.53.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565 , § 15, 7-14-20; Ord. No. 1577 , § 25, 9-28-21)

17.54.030 Cannabis retailer conditional use permit—Application fees and terms.

A. No cannabis retailer conditional use permit application shall be processed unless the applicant pays the application fee deposit in the amount to be established by resolution of the City Council. No cannabis retailer conditional use permit shall be issued unless the applicant pays the nonrefundable permit fee in the amounts to be established by resolution of the City Council.

B. Each cannabis retailer premises shall require a separate cannabis retailer conditional use permit. Two cannabis retailer premises in the City may not operate under one cannabis retailer conditional use permit. No holder of a cannabis retailer conditional use permit for one premises shall have an ownership interest in any other cannabis retailer lawfully or unlawfully operating in the City. Accordingly, no cannabis retailer conditional use permit shall be issued for an applicant, business entity, or person that has an ownership interest in any other cannabis retailer in the City and no cannabis retailer conditional use permit shall be issued if the applicant, owner or person with a direct financial interest in the cannabis business also has an ownership or other direct financial interest in any other commercial cannabis retailer that is operating in the City or that has obtained a conditional use permit.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1539, § 3, 1-8-19)

17.54.040 Cannabis retailer conditional use permit application requirements.

An applicant shall file the following information with the City at the time of application for a cannabis retailer conditional use permit:

A. A completed cannabis retailer conditional use permit application, together with the application fee in an amount to be established by resolution of the City Council.

B. Proof of a cannabis regulatory permit jointly approved by the City Manager and Chief of Police. The owner(s) identified on the cannabis retailer conditional use permit application shall be same owner(s) as listed on the cannabis retailer regulatory permit issued pursuant to Chapter 5.33.

C. An operating plan for the proposed cannabis business that includes:

1. A general description of the types of products and/or services to be sold or provided by the cannabis business.

2. A site plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, of the parcel of property on which the proposed cannabis business will be located. The site plan shall include the outline of all structures, driveways, parking and landscape areas, and boundaries of the parcel.

3. A floor plan, drawn to scale and professionally prepared by a licensed civil engineer or architect, designating all interior dimensions of the premises, the proposed use of all spaces, identification of limited access areas, areas of ingress and egress, and all security camera locations.

4. An evaluation of accessibility by the physically disabled to and within the building and identification of any planned accessibility improvements to comply with all state and federal disability access laws, including, but not limited to, Title 24 of the California Code of Regulations and the Americans with Disabilities Act. The evaluation must be professionally prepared by a licensed civil engineer or architect.

5. A business plan describing how the cannabis business will operate in accordance with the Banning Municipal Code, state law, and other applicable regulations. The business plan must include plans for cash handling and transportation of cannabis and cannabis products to and from the premises.

6. A list of all owners, employees, independent contractors, and volunteers.

D. Neighborhood Context Map. An accurate straight-line drawing depicting the boundaries of the premises, the boundaries of all other properties within 600 feet of the premises, and the uses of those properties, specifically including, but not limited to, any use identified in Business and Professions Code section 26054(b), and any park. The map must also identify any residentially zoned parcel that is located within 200 feet of the premises. The map must be professionally prepared by a licensed civil engineer or architect.

E. Security Plan. A detailed security plan outlining the measures that will be taken to ensure the safety of persons and property on the premises. The security plan must be prepared by a qualified professional.

F. Lighting Plan. A lighting plan showing existing and proposed exterior and interior lighting levels that would be the minimum necessary to provide adequate security lighting for the use.

G. The name, phone number, and email address of an on-site community relations representative or staff member or other representative to whom the City can provide notice if there are operating problems associated with the cannabis business or refer members of the public who may have complaints or concerns regarding the cannabis business. This information shall be available to neighboring businesses and residences located within one hundred feet of the cannabis business, as measured in a straight line without regard to intervening structures.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.050 Additional application requirements.

A. Each cannabis business shall obtain a separate conditional use permit.

B. The applicant shall submit proof that the applicant is, or will be, entitled to possession of the premises for which application is made.

C. The applicant shall submit proof of the nature of the cannabis business's organizational status, such as articles of incorporation, by-laws, partnership agreements, and other documentation which may be required by the City.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.060 Procedures and findings for approval of cannabis retailer conditional use permit.

A. A cannabis retailer conditional use permit shall be processed in accordance with the procedures set forth in Chapter 17.52, Conditional Use Permits, with the following exceptions:

1. Any provision that requires the approval by the Planning Commission with appeal to the City Council shall be replaced with the requirement that the Planning Commission make a recommendation on the cannabis retailer conditional use permit and that the approval of such permit shall be made by the City Council.

2. Sections 17.52.020 (Application Procedures), 17.52.070 (Expiration), and 17.52.080 (Modifications) shall not apply.

3. Any procedures pertaining to noticing and the setting of a public hearing before the Planning Commission shall also apply to the City Council.

B. An applicant for a cannabis retailer conditional use permit shall comply with the California Environmental Quality Act ("CEQA"). No cannabis retailer conditional use permit shall be granted until the requisite CEQA review has been conducted.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565 , § 16, 7-14-20)

17.54.070 Approval of cannabis retailer conditional use permit with conditions.

A. Upon approval of a cannabis conditional use permit, the City Council may impose conditions in excess of the requirements set forth in this Chapter including, but not limited to, conditions relating to hours of operation, the operation of any cannabis business, restrictions relating to the deployment or use of the types of equipment used on the premises, and set back requirements.

B. The City may grant a cannabis conditional use permit prior to the applicant having obtained a state license from a licensing authority; however, no approved cannabis business may receive a certificate of occupancy nor operate in the City prior to possessing the requisite state and local licenses and permits.

C. All cannabis businesses must pay all applicable taxes pursuant to all federal, state, and local laws.

D. Cannabis businesses shall comply with all cannabis state laws and regulations.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.080 Separation requirements and other limitations.

A. Only one cannabis retailer for every 10,000 residents may lawfully operate in the City, with any fraction of that ratio being rounded down to the nearest whole number.

B. No cannabis business shall be located within a 200-foot radius of any residential zoning district. No cannabis business shall be located within a 600-foot radius of any day care center, youth center, public or private school providing instruction in kindergarten or any of grades 1—12, or park. The 600-foot distance requirement does not include any private school in which education is primarily conducted in a private home or a family day care home. The distances specified in this subsection shall be the horizontal distance measured in a straight line without regard to intervening structures, from the property line of the lot on which the cannabis business is located to the nearest property line of those uses described in this subsection.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1539, § 4, 1-8-19)

17.54.090 Premises.

A. The building where the commercial cannabis activity occurs must be a minimum of 800 square feet in size.

B. All cannabis businesses shall be conducted only in the interior of enclosed structures, facilities and buildings and all operations including the storage or cultivation of cannabis plants at any stage of growth shall not be visible from the exterior of any structure, facility, or building. There shall be no outdoor storage of any kind associated with the cannabis business.

C. Loading areas and loading docks shall be located on the side or rear of the lot, and shall be screened by solid, decorative walls.

D. Hours of operation shall be as approved with the Conditional Use Permit.

E. Cannabis businesses shall only be conducted on properties that are fully compliant with all Banning Municipal Code requirements, including required development standards such as parking, landscaping, etc.

F. All entrances into the premises shall be locked at all times with entry controlled by the permittee's managers and staff.

G. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. Inside of the main entrance, there shall be a lobby to receive persons into the site and to verify whether they are allowed on the premises.

H. All commercial cannabis activity in any premises shall be separated from the main entrance and lobby, and cannabis and cannabis products shall be secured by a lock accessible only to managers and staff of the permittee.

I. A permittee shall not, without an approved amendment to the cannabis retailer conditional use permit, make a physical change, alteration, or modification of the premises that alters the premises or the use of the premises from the premises diagram filed with the permit application. Material or substantial changes, alterations or modifications requiring approval include, but are not limited to, the removal, creation, or relocation of a common entryway, doorway, passage, or a means of public entry or exit, when such common entryway, doorway or passage alters or changes limited-access areas within the premises.

J. A permittee shall not sublet the premises.

K. Inspections. The City shall have the right to enter all cannabis businesses from time to time upon 24-hour's notice for the purpose of making reasonable inspections to observe and enforce compliance with this Chapter. Such inspections shall be limited to observing the licensed premises for purposes of determining whether the cannabis business is being operated or maintained in compliance with this Code, state law, and other applicable laws and regulations. Any cannabis business licensed pursuant to this Chapter may be required to demonstrate, upon demand by the City that the source and quantity of any cannabis or cannabis products found upon the licensed premises is in full compliance with any applicable local or state law or regulation.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.100 Personnel and visitors.

A. All agents, officers, or other persons acting for or employed by a cannabis business shall display a laminated or plastic-coated identification badge issued by the cannabis business at all times while engaging in commercial cannabis activity. The identification badge shall, at a minimum, include the cannabis business's "Doing business as" name and city business license number, the employee's first name, an employee number exclusively assigned to that employee for identification purposes, and a color photograph of the employee that clearly shows the full front of the employee's face and that is at least 1 inch in width and 1.5 inches in height.

B. Employees and Volunteers Age Requirement. A cannabis business shall not employ an individual less than twenty-one (21) years of age, nor may a cannabis business permit an individual less than twenty-one (21) years of age to volunteer at the cannabis business.

C. Visitors. Limited access areas of a cannabis business shall not be open to the general public. Any individual permitted to enter a limited access area who is not a person that has undergone a background check in

accordance with Chapter 5.33 of this Code and is not listed on the premises' worker list shall be considered a visitor. Notwithstanding the foregoing, state and local employees, or their official designees, shall not be considered a visitor provided the individual is on the licensed premises for purposes of official government business.

1. Visitors Identification and Record Requirements. Prior to permitting a visitor into a limited access area, a cannabis business must check the individual's valid government issued identification. The visitor shall be required to sign the cannabis business's visitor log, which must include the individual's name, date of entry, and purpose for entry.
2. Visitors Must Be at Least Twenty-One (21) Years of Age. A cannabis business may not permit a visitor who is less than twenty-one (21) years of age to enter a limited access area.
3. Visitors Prohibited Conduct. A visitor shall not be permitted to engage in any commercial cannabis activity while on the premises.
4. A manager shall be on the site at all times that any other person, except a security guard, is on the site.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.110 Security.

The premises of a cannabis business must comply with all of the following security requirements:

A. Main Entrance and Lobby. The premises shall have a building with a main entrance that is clearly visible from the public street or sidewalk. The main entrance shall be maintained clear of barriers, landscaping, and other obstructions. The premises shall have an area designed for the secure receipt of cannabis and cannabis goods from a licensed distributor.

B. Commercial-Grade Locks. All points of ingress and egress to a premises shall ensure the use of commercial-grade, nonresidential door locks or window locks.

C. A permittee shall hire or contract for 24-hour security personnel to provide security services for the premises. All security personnel hired or contracted for by the cannabis business shall comply with Chapters 11.4 and 11.5 of Division 3 of the Business and Professions Code.

D. Video Surveillance. The premises must be equipped with a video surveillance system that meets all of the requirements set forth in this subsection.

   1. Each premises shall have a digital audio/video surveillance system with a minimum camera resolution of 1280 x 720 pixels.
   2. The surveillance-system storage device or the cameras shall be transmission control protocol (TCP) capable of being accessed through the internet.
   3. The video surveillance system shall at all times be able to effectively and clearly record images of the area under surveillance and shall capture audio such that all sounds are intelligible.
   4. Each camera shall be permanently mounted and in a fixed location. Each camera shall be placed in a location that allows the camera to clearly record activity occurring within 20 feet of all points of entry and exit on the premises, and allows for the clear and certain identification of any person and activities in all areas required to be filmed under subsection 5 below.
   5. Areas that shall be recorded on the audio/video surveillance system include the following:
      a. Areas where cannabis goods are weighed, packed, stored, loaded, and unloaded for transportation, prepared, or moved within the premises;

b. Limited-access areas;

c. Security rooms;

d. Areas storing a surveillance-system storage device with at least one camera recording the access points to the secured surveillance recording area;

e. Entrances and exits to the premises;

f. Waste containers.

6. Cameras shall record continuously 24 hours per day and at a minimum of 15 frames per second (FPS).

7. The physical media or storage device on which surveillance recordings are stored shall be secured in a manner to protect the recording from tampering, fire, or theft.

8. Surveillance recordings shall be kept for a minimum of 90 days.

9. Surveillance recordings shall be monitored by a third party surveillance company.

10. Surveillance recordings are subject to inspection by the City, and shall be kept in a manner that allows the City to view and obtain copies of the recordings at the licensed premises upon not less than 24 hours advance notice. The permittee shall also send or otherwise provide copies of the recordings to the City upon reasonable notice by the City.

11. Recorded images shall clearly and accurately display the time and date. Time is to be measured in accordance with the United States National Institute Standards and Technology standards.

12. The video surveillance system shall be equipped with a failure notification system that provides notification to the permittee of any interruption or failure of the video surveillance system or video surveillance-system storage device.

13. The video surveillance system shall be equipped with a battery backup system capable of sustaining system operations in the case of an energy failure.

E. Alarm System. The premises shall have an audible interior and exterior security alarm system installed on all perimeter entry points and perimeter windows.

1. The alarm system shall be installed, maintained, monitored, and responded to by a security company licensed by the Department of Consumer Affairs, Bureau of Security and Investigative Services.

2. Upon request, a permittee shall make available to the City all information related to the alarm system.

F. Secure Storage of Product. Cannabis and cannabis products possessed by a cannabis business shall be kept and stored in a secured manner at all times.

G. Lighting. The business entrance(s) and all window areas of any cannabis business shall be illuminated during evening hours. The cannabis business shall comply with the City's lighting standards regarding fixture type, wattage, illumination levels, and shielding.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.120 Track and trace.

All permittees shall comply with the track and trace system established by the State of California and as further described in Sections 5048 through 5052, inclusive, of Title 16 of the California Code of Regulations, as the same may be amended from time to time.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.130 Signage.

The premises must comply with the following signage requirements:

A. Business signage shall be limited to the name of the cannabis business only, shall be in compliance with the City's sign code, and shall contain no advertising of any companies, brands, products, goods, or services.

B. A sign shall be posted in a conspicuous place near each point of public access which shall be not less than twelve (12) inches wide and twelve (12) inches long, composed of letters not less than one inch in height, stating "All Activities Monitored by Video Camera."

C. Limited access areas shall be clearly identified by the posting of a sign which shall be not less than twelve inches wide and twelve inches long, composed of letters not less than one-half inch in height, which shall state, "Limited Access Area—Authorized Personnel Only."

D. A sign shall be posted stating "Smoking, vaporizing, ingesting, or otherwise consuming cannabis or cannabis products on these premises, in their vicinity, or in any public place is prohibited and a violation of the Banning Municipal Code."

(Ord. No. 1531, § 3G, 11-13-18)

17.54.140 Cannabis waste management.

Cannabis waste disposal shall be conducted as follows:

A. Cannabis Waste. Cannabis waste must be made unusable and unrecognizable prior to leaving the licensed premises by grinding it and incorporating it with fifty percent non-medicinal cannabis waste.

B. Cannabis waste must be placed in either a trash enclosure or a trash receptacle for which either is locked with a commercial grade lock that is only accessible by the owner, manager, or employee of the cannabis business and any waste disposal company that provide waste disposal services for the cannabis business.

C. The permittee shall comply with Chapter 13.20, Industrial Wastewater Collection and Treatment of the Banning Municipal Code.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.150 General sanitary requirements.

A. A cannabis business must ensure that its premises is maintained in a sanitary manner and activities on its premises are conducted in a sanitary manner.

B. All facilities of a cannabis business must have adequate and sufficient access to bathrooms and hand-washing facilities with running water at a suitable temperature.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.160 Odor control.

A. A cannabis business must have a ventilation and filtration system installed that shall prevent cannabis odors from exiting the interior of the structure and shall comply with all related Building Code requirements.

The ventilation and filtration system must be approved by the Building Official and installed prior to the commencement of business activities on the premises.

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565 , § 18, 7-14-20)

17.54.170 Operating regulations.

A. Limited Hours of Operation. A cannabis retailer may only be open to the public and engage in sales between the hours of 8:00 (eight) a.m. and 10:00 (ten) p.m.

B. Product Not Visible To Public. The display of cannabis and cannabis products for sale shall not be visible from outside the licensed premises.

C. Age Restricted Entry. A cannabis retailer may not permit an individual less than twenty-one years of age into the licensed premises, except a cannabis retailer with an M-license (allowing for the sale of medicinal cannabis and cannabis products) from the state may permit an individual aged eighteen years or older into the licensed premises if the cannabis retailer verifies the individual is a qualified patient with a physician's recommendation or a primary caregiver, as those terms are defined under State law.

D. Cannabis Paraphernalia Sales. Cannabis retailers may sell or otherwise provide equipment, supplies, and paraphernalia used to consume cannabis and cannabis products.

E. Electronic Point-of-Sale System Required. Cannabis retailers must have an electronic point of sale system that is either part of their seed to sale software or integrates with their seed to sale software. The electronic point of sale system must be capable of producing an electronic or automatic paper record for all transactions associated with any product sold, rented, or otherwise provided to the customer.

F. No Sales of Expired Product. Cannabis retailers may not sell any expired products, cannabis or cannabis products. Cannabis retailers shall not alter, edit, or adjust in any manner an expiration date on any item or product once affixed by its manufacturer.

G. Handling of Edible Cannabis Products. Cannabis retailers that possesses edible cannabis products shall comply with the provisions of all relevant state and local laws regarding the storage, handling, and sale of food.

H. Sale of Untested Products. All cannabis and cannabis products sold by a cannabis retailer must be tested by a State licensed testing laboratory prior to sale to a purchaser in accordance with the MAUCRSA.

I. Consumption of Cannabis and Cannabis Products on Premises. Cannabis and cannabis products shall not be smoked, vaporized, ingested or otherwise consumed on the licensed premises of a cannabis retailer. Premises as used in this subsection includes the actual building, as well as any accessory structures, common areas and parking areas.

J. Tamper-Evident, Child-Resistant Packaging Required. A cannabis retailer shall not deliver or sell cannabis products that are not packaged or labeled in a resealable, tamper-evident, child-resistant package. The cannabis and shall include a unique identifier for the purposes of identifying and tracking cannabis and cannabis products.

K. Cannot Be Attractive to Children. Cannabis packaging and labeling shall not be designed to appeal to children, including, but not limited to, cartoon characters or similar images.

L. State-Mandated Warnings and Information. All cannabis and cannabis product labels and inserts shall include the state-mandated warnings and information contained in Business and Professions Code Section 26120(c).

(Ord. No. 1531, § 3G, 11-13-18; Ord. No. 1565 , § 19, 20, 7-14-20)

17.54.180 Other provisions.

A. No person shall give, sell, distribute, or otherwise transfer any cannabis product in any manner not consistent with the approved cannabis conditional use permit or that violates local or state law.

B. Permittees must cooperate with City staff and Police Department personnel who are conducting inspections or investigations relevant to the enforcement of laws and regulations related to this Chapter.

C. Permittees must comply with all state laws and regulations that pertain to cannabis businesses including, but not limited to, the MAUCRSA, and any regulations promulgated by a licensing authority.

D. Minimum square footage of the building shall be 800 square feet unless otherwise provided by the State.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.190 Indemnification.

A. Indemnification. To the fullest extent permitted by law, the City shall not assume any liability whatsoever, with respect to approving any permit pursuant to this Chapter or the operation of any cannabis business approved by such permit pursuant to this Chapter. As a condition of approval of a permit granted under this Chapter, the applicant shall:

1. Indemnify and hold the City harmless from any and all claims, damages, legal or enforcement actions, including, but not limited to, any actions or claims associated with violation of federal law associated with the operation of the cannabis business as provided in this chapter.

2. Maintain insurance in the amounts and of the types that are acceptable to the City pursuant to guidelines and policies set forth by the City.

3. Name the City as an additionally insured on all City required insurance policies.

4. Defend, at its sole expense, any action against the City, its agents, officers, and employees related to the approval of a permit or the operation of the cannabis business.

5. Reimburse the City for any court costs and attorney fees that the City may be required to pay as a result of any legal challenge (or federal enforcement action) related to the City's approval of a permit. The City may, at its sole discretion, participate at its own expense in the defense of any such action, but such participation shall not relieve the operator of its obligation hereunder.

(Ord. No. 1531, § 3G, 11-13-18)

17.54.200 Expiration.

Notwithstanding any other provision of this Code, a retailer conditional use permit shall only be issued if it includes conditions that require (1) an application for a building permit for any construction or tenant improvements for the proposed use to be submitted within forty-five days of approval of the retailer conditional use permit, (2) that any physical construction in reliance on the building permit be commenced within sixty days

after the issuance of the building permit, and (3) that the retailer commence its operations within one hundred eighty days of the issuance of a building permit. If the applicant fails to satisfy the requirements for the forty-five-day, sixty-day, or one hundred eighty-day period, the retailer conditional use permit shall automatically become null and void, unless the applicant files an application for an extension prior to the expiration of the applicable deadline and thereafter obtains that extension from the Community Development Director on the basis that the extension is warranted by special circumstances and that the applicant would be irreparably injured by the denial of an extension. In addition, if after commencement of construction, work is discontinued for a period of one hundred eighty days, the Conditional Use Permit shall become null and void.

(Ord. No. 1565 , § 17, 7-14-20; Ord. No. 1577 , § 26, 9-28-21)

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AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES (C00698) FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS BETWEEN CITY OF BANNING AND MARIPOSA LANDSCAPES, INC.

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR LANDSCAPE MAINTENANCE SERVICES FOR CITY PARKS ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **MARIPOSA LANDSCAPES, INC.** ("Contractor") is effective as of this day: 6/15/2023.

RECITALS

A. On February 23, 2021, the City awarded a Landscape Maintenance Agreement to Mariposa Landscapes, Inc. The Agreement provided that Contractor would provide those services specified in the Agreement and in the Scope of Services attached to the Agreement as Exhibit "A-1". The Agreement included a Schedule of Compensation attached as Exhibit "C" which specified that Contractor's total compensation would not exceed One Hundred and Six Thousand Three Hundred and Fifty-Two Dollars ($106,352.00), which included a 10% contingency for additional work.

B. On March 22, 2021, the City and Contractor, executed the Landscape Maintenance Agreement for City Parks – (C00698).

C. On May 10, 2022, the City and Contractor amended the Agreement ("Amendment No. 1") to extend the term for an additional one-year term to expire June 30, 2023 and increase the compensation for services provided under the Agreement in an amount not to exceed One Hundred One Thousand Six Hundred Thirty-Eight Dollars and Eighty Cents ($101,638.80), as approved by City Council Resolution No. 2022-56.

D. City and Contractor now desire to amend the Agreement ("Amendment No. 2") in accordance with City Council approval to exercise the option to extend the Agreement for an additional one-year term ending on June 30, 2024, modify the scope of services to include additional landscape sites and to provide compensation for the additional one-year term and additional services in an amount not to exceed One Hundred and Thirty-Five Thousand Eight Hundred and Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97) for a total not to exceed Contract Sum of Three Hundred Forty-Three Thousand Eight Hundred Thirty-Eight Dollars and Seventy-Seven Cents ($343,838.77).

TERMS

1. **Contract Changes**. The Agreement is amended as follows:

   a) Section 1.1 and Exhibit "A" to the Agreement is amended to include the amended scope of services attached as Attachment "1" to this Amendment 2.

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b) Section 2.1 ("Contract Sum") of the Agreement is amended to provide that the City agrees to pay Contractor a monthly amount of Ten Thousand Two Hundred Ninety-One Dollars and Fifty-One Cents ($10,291.51) for twelve (12) months through June 30, 2024. Additionally, the City may authorize extra work for services not included in the agreed Scope of Services of a not to exceed amount of Twelve Thousand Three Hundred and Forty-Nine Dollars and Eighty-Five Cents ($12,349.85) for a total not to exceed amount of One Hundred and Thirty-Five Thousand Eight Hundred and Forty-Seven Dollars and Ninety-Seven Cents ($135,847.97). The total compensation, including reimbursement for actual expenses shall not exceed Three Hundred Forty-Three Thousand Eight Hundred Thirty-Eight Dollars and Seventy-Seven Cents ($343,838.77) (the "Contract Sum").

c) Section 3.1 ("Term") of the Agreement is hereby amended to extend the Term of the Agreement to June 30, 2024.

2. **Continuing 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 through 2. In the event of a conflict between the provisions of this Amendment No. 2 and the provisions of the Agreement or Amendment No. 1, the provisions of this Amendment No. 2 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Contractor represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Contractor that, as of the date of this Amendment No. 2, Contractor is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **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) the

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entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **Electronic Signatures**. Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Amendment and such other documents transmitted by the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 the day and year first hereinabove written.

CITY OF BANNING

6/15/2023

Douglas Schulze, Date
City Manager

ATTEST:

6/15/2023

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

6/5/2023

Serita Young Date
City Attorney

CONSULTANT

6/12/2023

NAME: Antonio Valenzuela Date
TITLE: Secretary

6/13/2023

NAME: Terry Noriega Date
TITLE: President

95-4245898

Tax ID No.

Address:
Mariposa Landscapes, Inc.
6232 Santos Diaz St.
Irwindale, CA 91702

City Council Approval: 2023-099

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.

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ATTACHMENT "1"

Park's Landscape Maintenance - Per Site Cost Breakdown

Line Item	Location	Quantity	Unit of Measure	Orginal Monthly Rate	CPI 7.50%	New Monthly Rate	Annual Rate
1	Dysart Equestrian Park - 2101 Victory Ave	12	Month	$862.39	$64.68	$927.07	$11,124.83
2	Lion/s Park - 955 S. Hargrave Street	12	Month	$2,001.98	$150.15	$2,152.13	$25,825.54
3	Repplier Park - 201 W. George Street	12	Month	$2,032.78	$152.46	$2,185.24	$26,222.86
4	Roosevelt Williams - 1101 El George Street	12	Month	$831.59	$62.37	$893.96	$10,727.51
5	Sylvan Park - 2798 W. George Street	12	Month	$1,971.17	$147.84	$2,119.01	$25,428.09
6	Community Center & Senior Center (769 & 789 N. San Gorgonio Avenue)	12	Month	$887.49	$66.56	$954.05	$11,448.62
7	Aquatic Center (749 N. San Gorgonio)	12	Month	$986.10	$73.96	$1,060.06	$12,720.69
8	Repplier Park and Community Center Parkway. 749, 769 & 789 N. San Gorgonio Ave.	12	Month	Included in Line Items 6 & 7.	$0.00	$0.00	$0.00
			Totals >>>	$9,573.50	$718.01	$10,291.51	$123,498.15